



# Lexington Utilities

## Customer Service Policy

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## Customer Service Policy

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
1. Policy Statement	3
2. Authority	3
3. Scope	3
4. Application of Policy	4
5. Definitions	5
6. Special Contract	8
7. Waiver and Release of Private Utility Information	8
8. Part of All Contracts	9
9. No Prejudice of Rights	9
10. Office and Service Hours	9
11. Application and Agreement for Service	9
12. Customer Deposits	10
13. Credit History	13
14. Deposits and Service Disconnect	13
15. Refunding of Deposits	14
16. Prior Debts	14
17. Inspections	15
18. Metering and Billing	16
19. Leaks and Water and Wastewater Bill Adjustments	18
20. Rate Schedules	20
21. Payments	20
22. Response To Insufficient Funds	21
23. Bill Payment Options and Locations	23
24. Budget Bill Equal Payment Plan	24
25. Medical Alert Program	25
26. Right of Access	26
27. Meter Testing Facilities and Equipment	26
28. Request for Meter Test	26
29. Extensions of Time for Payment of Bills	27
30. Payment Requirements for Utility Service	27
31. Termination of Service	28
32. Disconnection for Prior Debts	29
33. Disconnection During Extreme Weather	30
34. Customer's Rights Prior to Discontinuance of Service	30
35. Meter and Utility Service Tampering	30
36. Transfer of Service	32
37. Unique Rights and Responsibilities	32
38. Service Fees	36
39. Recycling & Waste Collection Services	37
40. Stormwater Service	38
41. Electric, Water and Wastewater, and Natural Gas Utility Services	39
42. Debt Collection	39
43. Customer Privacy	39
44. Rebates	40
45. Reporting Outages and Other Utility Emergencies	40
46. Utility Locating (Call 811)	41
47. Appendix	42

## 1) **POLICY STATEMENT**

The City of Lexington / Lexington Utilities, herein after referred to as “the Utility”, treats its Customers in a fair and indiscriminate manner, while recognizing the needs and requirements of each customer. To provide uniformity of service, the Utility has adopted this Customer Service Policy (the Policy). This most recently adopted edition of Customer Rules and Regulations contained in this policy will serve as a **reasonable response** to Customer needs while meeting the requirements of good business practices for the Utility.

## 2) **AUTHORITY**

- A. The Policy is approved by City Council. The City Council may revise the fee schedules, rates schedules, and other specific policies from time to time. Information in this policy may be replaced by a later edition. Other than fees and rate schedules, changes to the Policy are delegated to the City Manager, without requiring prior approval from City Council.
  
- B. 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 does not apply to Cities.

## 3) **SCOPE**

- A. The Policy is not meant to be all-inclusive, but offers direction and guidance for the employees of the Utility.
  
- B. The intent of the Policy is to provide a helpful guide and uniform procedures for providing utility service, with the goal to treat customers in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.
  
- C. Employees of the Utility have been empowered and well-trained to use this policy and standard operating procedures to deliver high quality service to Customers. Employees

are expected to deal with each decision with empathy and understanding, and to listen carefully to the needs and requirements of the individual Customers. Though the City Manager is the final authority on the Policy, the Customer Service Department has been given overall responsibility of the Policy.

- D. The 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 Utility.

#### **4) APPLICATION OF THIS POLICY**

- A. The Policy applies to every Customer or applicant for utility service. A copy of the Policy can be found on the website, [www.LexingtonNC.gov](http://www.LexingtonNC.gov).
- B. The Policy may be revised, amended, supplemented, or otherwise changed from time to time by direction from the City Manager. Customers are encouraged to seek answers to any questions by contacting the Customer Service Department at 336-243-2489 or by email at [customerservicemanagers@lexingtonnc.gov](mailto:customerservicemanagers@lexingtonnc.gov).
- C. The Utility intends to adhere to all rules and regulations including, but not limited to: the National Pipeline Safety Act, Public Utility Regulatory Policies Act (PURPA), American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE) entitled the "National Electrical Safety Code (NESC)". Further, all operations are prefaced upon safety for the public and employees alike.
- D. The City/Utility is not responsible for any damage caused by turning on or off utility services. When utility services are turned on or off, the customer or contractor is responsible that circuit breakers and water faucets are off.

## 5) DEFINITIONS

Certain words as used in these Utility Regulations and Policies shall be understood to have the following meanings:

### **Apartment Complex**

Apartment complex shall mean separate building or group of buildings especially designed and constructed to house more than two (2) families in each separate building.

### **Applicant**

Any person, group of persons, association, partnership, firm, company or corporation requesting the service of the City or Utility including Water, Wastewater, Stormwater, Recycling and Solid Waste, Natural Gas, and/or Electric service.

### **City**

Where the word City appears herein, it shall mean the government and utilities operations of the City of Lexington, its elected officials and its employees.

### **Commercial Area**

Commercial area shall mean an area designated for commercial use only.

### **Commercial Customer**

Any Customer engaged in the business of selling or reselling goods and services whose building is served by a single meter. This includes all Customers other than residential or industrial.

### **Condominium**

Condominium shall mean a duplex apartment or apartment complex where each apartment is owned by separate individuals rather than a single owner.

**Customer**

Any person, group of persons, association, partnership, firm, company or corporation using the services of the City or Utility including Water, Wastewater, Stormwater, Recycling and Solid Waste, Natural Gas, or Electric service.

**Disconnect Event**

Any of the series of services required in performing the disconnection of service associated with non-payment of utility bills. Those services include but may not be limited to the creation of a service order, review of and scheduling of work for Utility crews, field visit to the location for the purpose of disconnecting service, making courtesy contact, or reconnecting service.

**Duplex Apartment**

Duplex apartment shall mean a separate building consisting of two apartments especially designed and constructed to house two (2) families.

**Industrial Area**

Industrial area shall mean an area designated for industrial use only.

**Industrial Complex**

Industrial complex shall mean a separate building or group of separate buildings under the control of a single management firm used for the express purpose of manufacturing.

**Industrial Customer**

Any industry listed under Division D, Manufacturing, of the Standard Industrial Classification Manual, published by the Office of Management and Budget of the United States Government will be defined as an Industrial Customer.

**Meter Location**

This is the point on the Customer's building or premises where the Utility's meter or metering equipment is located.

**Owner**

One to whom property belongs.

**Person**

Person means natural person, firm, association, company or corporation.

**Rate Schedules**

Rate schedules are rates charged to each Customer for service rendered.

**Residential Area**

Residential area is an area designated for single-family or duplex apartments only.

**Residential Customer**

Any Customer living in a building used exclusively for a residence, whether single family, apartment and/or condominium, where each building, apartment or condominium is separately metered.

**Service Agreement**

Any contract between the Customer and/or the Utility stating the terms under which service is rendered.

**Service Deposit**

Amount of money the Customer is required to pay the Utility prior to obtaining service.

**Single-Family Dwelling**

Single-family dwelling shall mean a separate building constructed for the express purpose of housing one family.

**Tap Fee**

Tap fee shall be a standard fee required from all applicants prior to making any connections for utility service. Fee must be paid in full before the tap can be installed.

### **Temporary Service**

Temporary service applies only to the electric service and is a single phase, 120/240 volt service for construction sites.

### **Utility**

City of Lexington and Lexington Utilities (Electric, Water, Wastewater, Natural Gas, & Stormwater) unless a specific utility is singled out in this policy.

### **Wastewater Service Tap**

Wastewater service tap shall mean the actual physical connection of the wastewater service line at the wastewater collector to the Customer's point of connection as determined by the Utility.

### **Water Service Tap**

Water service tap shall mean the actual physical connection of the service line to the water main and also that portion of the service line from the water main to the Customer's point of connection as determined by the Utility.

## **6) SPECIAL CONTRACT**

Provisions of a special contract or tariff between the Utility 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 these general policies.

## **7) 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 132-1.1. The customer must give the Utility permission in order to release customer information to a person or entity.



**8) PART OF ALL CONTRACTS**

The Policy is part of all oral and written contracts for providing and receiving utility service from the Utility, provided, however, subject to applicable law, parties to a contract may, by making specific written reference thereto, exclude all or any part of these policies from their contract.

**9) NO PREJUDICE OF RIGHTS**

Although the Utility and its Customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the Utility or the Customer from exercising those rights at a later time.

**10) OFFICE AND SERVICE HOURS**

- A. Lexington Utilities Customer Service Department is operational at 28 West Center Street in Lexington, NC during standard business hours. To contact Lexington Utilities, please call 336-243-2489 or email [customerservicemanagers@lexingtonnc.gov](mailto:customerservicemanagers@lexingtonnc.gov).
- B. Emergency services are performed 24 hours a day, seven days a week by calling (336) 248-2337. You may also visit [www.LexingtonNC.gov](http://www.LexingtonNC.gov) to report outages online, sign up for Electric Outage Texting, and other online services.

**11) APPLICATION AND AGREEMENT FOR SERVICE**

- A. Before applying for any service(s), the customer or contractor is responsible for ensuring services are available at the desired location. Some services may require utility extensions, tap fees, and/or connectivity fees before services are connected and/or performed.
- B. Any Applicant or current Customer requesting services must complete an application / agreement (utility contract) for utility service in the form used by the Utility before any services are delivered. Whether or not a written application and agreement is

executed by the Applicant or Customer, by accepting and using the utility service, the applicant agrees to be bound by the applicable rate schedules, fees, regulations, policies, procedures, and terms and conditions applicable to service as from time to time are in effect.

- C. The application may be completed through an authorized Utility employee, an authorized representative working on behalf of the Utility, by telephone at 336-243-2489, by email at [customerservicemanagers@lexingtonnc.gov](mailto:customerservicemanagers@lexingtonnc.gov), or by visiting [www.LexingtonNC.gov](http://www.LexingtonNC.gov).
- D. The Customer will provide valid photo identification (i.e. state issued driver's license or ID card), phone number, Social Security number, Federal Tax ID number in the case of a business account, deed, rental receipt, lease agreement, contract for sale, and sign the application (in person, fax, or digitally over the internet).
- E. It is the responsibility of the customer to provide "well" in advance notice to allow enough time to establish services when needed. The Utility will strive to meet customers' needs for connection of service. Connection (disconnection) of service is normally scheduled on the next business day following the request.

## 12) CUSTOMER DEPOSITS

- A. **Need for a Deposit:** Utility employees are charged with the responsibility of prudent management of City and Utility finances. A deposit for utility services is collected as security so all bills will be paid in full by their due date. Utility 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 Utility 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 Utility employees determine that a deposit is needed to assure

payment of a Customer's bill. Options for Customer deposits are available. Deposits are typically held for a minimum of twelve (12) months after which time accounts with a credit rating of excellent will qualify for a refund of their deposit that will be credited to the customer's account.

- B. **Determining the Deposit:** In determining the need for a security deposit, and in fixing the amount of the deposit, the Utility uses the most current deposit levels found in the City's fee schedule ([www.LexingtonNC.gov/government/city-fee-schedule](http://www.LexingtonNC.gov/government/city-fee-schedule)).

Residential deposits are based on customers' credit rating. In the City's fee schedule ([www.LexingtonNC.gov/government/city-fee-schedule](http://www.LexingtonNC.gov/government/city-fee-schedule)), residential deposits are broken into three (3) categories: good credit, no credit, and poor credit. The customers' credit rating will determine the amount deposit, if any, that should be paid.

Commercial deposits are generally based on four (4) factors:

1. The history of the location if a similar business has occupied the location
2. The history of a similar business at another location
3. A combination of one (1) and two (2)
4. A market area study of similar types of business

Careful consideration may also be given to the following factors:

1. Customer's ownership of the premises to be served.
2. Type of service requested.
3. Risk involved in a new business enterprise.
4. History of the involved premises.
5. Overall credit rating of the Customer.
6. Utility credit rating of the Customer with the Utility or another utility (residential customer only).
7. History of connects, disconnects and reconnects at the involved premises or

for the involved Customer (For residential Customers, a twelve (12) month history of service with the Utility is required. A twenty-four (24) month history is required for commercial & industrial Customers.)

8. Any other factor, which bears on the Customer's financial responsibility.
- C. **Two Month Standard:** A deposit guarantee of two (2) months utility service may be required as determined by the Utility.
- D. **Residential Customer Deposit Alternatives:**  
Any person who must pay a deposit for residential utility service may:
1. Pay an initial cash deposit. (Visit our website for the most current fee schedule at [www.LexingtonNC.gov/government/city-fee-schedule](http://www.LexingtonNC.gov/government/city-fee-schedule))
  2. Supply a letter of credit history demonstrating good credit with the Utility.
- E. **Deposit for Non-Residential Service:** Any person who must pay a deposit for non-residential (i.e. businesses) utility service may:
1. Pay an initial cash deposit equal to the minimum deposit or two (2) months average (whichever is higher), estimated bill. Visit our website at [www.LexingtonNC.gov/government/city-fee-schedule](http://www.LexingtonNC.gov/government/city-fee-schedule) for the most current fee schedule.
  2. Supply a surety bond equal to the amount specified as the deposit, valid for a two-year period and written by an insurance company authorized to do business in North Carolina **(to be reviewed by Utility legal counsel before final acceptance). The Utility, upon review of the account, may require the surety bond be extended until termination of service.**
  3. Provide an Irrevocable Standby Letter of Credit (ISLOC) secured from a financial institution issued in the same name as your utility account and must be written for a minimum two-year period **(to be reviewed by utility legal**

**counsel before final acceptance). If the Customer does not maintain an excellent credit rating, the Utility may request that the ISLOC be extended until termination of service.**

### **13) CREDIT HISTORY**

The Utility will maintain a confidential credit history on all Customers based on payment of utility bills. A Customer's credit history shall be classified "excellent" unless the Customer has appeared on the disconnect list (though not necessarily cutoff), has bad/return check items and/or two (2) delinquencies during any preceding twelve (12) month period. If any of these has occurred within the preceding twelve (12) month period, a credit history of "good, fair or poor" is recorded. The disconnect list is prepared according to standard operating procedures, typically a minimum of once per month by the Utility from Customers who fail to pay utility accounts by the final payment date.

### **14) DEPOSITS AND SERVICE DISCONNECT**

- A. **Credit History:** Notwithstanding the initial deposit described in the City's existing fee schedule, any Customer, residential, commercial, or industrial, whose payment history becomes "anything less than excellent" may be required to pay such deposit in order to protect the Utility from loss of revenue, which deposit shall be held for a minimum of twelve (12) months and refunded only as specified above.
- B. **Future Deposits:** Any Customer whose service is involuntarily terminated for non-payment, meter/service tampering, returned payments, or other reasons may 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.
- C. **INSUFFICIENT FUNDS DEPOSITS:** Please see Section 22. F.
- D. **NOTE TO ALL CUSTOMERS:** Contact with Customer Service prior to disconnection

is always preferable to make arrangements before 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.

- E. **DEFINITION OF EXCELLENT CREDIT:** Excellent credit can be defined as no more than two (2) delinquencies, no bad checks/returned bank items, and has not appeared on disconnect in the most recent twelve (12) month period for residential customers and a twelve (12) month period for commercial customers.

## 15) REFUNDING OF DEPOSITS

- A. Refund: A deposit is refunded automatically when the customer pays bills promptly for one year or service is voluntarily discontinued. All outstanding balances on the final bill will be deducted from the deposit amount. Refund of the deposit is credited to the customer's account.
- B. Residential and Non-Residential accounts: **The Utility will refund the customer's** deposit when the customer exhibits excellent credit for 12 months. Refund of the deposit is credited to the customer's account.
- C. Accounts in arrears: The deposit will not be refunded if the customer has another active account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.

## 16) PRIOR DEBTS

- A. The Utility may refuse to furnish new service to an applicant who is indebted to the Utility for service previously furnished at any address in the Utility service region until all indebtedness has been satisfied. The Utility may also refuse to furnish service to any other member of the applicant's household if any of the following apply:

1. The Customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.
  2. The person was a member of the Customer's household when the service was established, and the person had an unpaid balance at that time.
  3. The person is or becomes responsible for the bill of the Customer.
- B. The Utility may also refuse to provide service to an Applicant requesting service at an address where the owner of those premises is delinquent in paying the account at that address. If however, the delinquent Customer is not the owner of the premises to which the services were delivered, payment of the delinquent account may not be required before providing services at the request of a new and different tenant or occupant of the premises. This restriction will be subject to some interpretation if more than one tenant is occupying the premises and such tenants attempt to request, receive and not pay for service. In such event, the new and different tenant or occupant requirement may not be met. This refusal to provide utility service will also not apply if the premises are occupied by two or more tenants, with the service measured in the same meter. (i.e. a duplex apartment does not have to supply one apartment if the other apartment would benefit by using one meter that serves both apartments).
- C. All prior debts must be paid in full before services are reestablished at a current residence or services are requested at a new location.

## 17) INSPECTIONS

- A. A utility reconnection inspection or a business compliance permit may be required before services can be turned on. To schedule an inspection and pay for the permit with Business and Community Development, please visit <https://www.LexingtonNC.gov/city-services/business-community-development>. Customers can create an account on the Build Lexington Permitting Plan Review portal and begin the inspection and permitting process.

- B. The Utility will be obligated to provide service to an applicant only when the following conditions have been met:
1. The applicant's utility service connection shall have been made in accordance with the terms and conditions of this Policy.
  2. The Utility has received from the Applicant, or if the Utility so elects, has obtained for itself, a certificate signed by the local building inspection authority having jurisdiction certifying that the facilities on the premises of the Applicant have been installed in compliance with the requirements of all applicable building codes and such other requirements as may be fixed by such authority. All fees or other charges required to be paid in connection with the issuance of such certificates shall be borne by the Applicant. Where there is no such local inspection authority, the Utility may require the delivery by the Applicant to the Utility of an agreement duly signed by the owner and tenant of the premises authorizing the connection of the services on the premises to the Utility's system and assuming all liability and risk which may result from the connection. **Regardless of whether such an agreement is executed, the applicant, by accepting service, assumes all such liability and risk.**
- C. Any changes in, or additions to, the original equipment or appliances of an Applicant or Customer must be installed in compliance with the requirements of all applicable building codes and such other requirements as may be fixed by the local inspection authority having jurisdiction.
- D. In no event shall the Utility be under any obligation to inspect the equipment or appliances of an Applicant or Customer.

## 18) METERING AND BILLING

- A. When meters are installed by the Utility to measure the consumption used by its Customers, charges for consumption used, except rate components such as minimum



and basic facilities charges, shall be calculated from the readings of such meters.

- B. The monthly basic facility charge is in addition to the charges of utilities in accordance with the applicable rate schedule. Rate schedules can be viewed by visiting <https://www.LexingtonNC.gov/utilities/utility-rate-schedules>.
- C. Utility employees read Utility meters on a schedule in accordance with standard operating procedures. Reading dates will vary slightly from month-to-month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods usually range from 28 to 33 days, with 30 days being the average. The Utility uses modern meter reading equipment and techniques. Utility employees must have authorized access to utility meters, equipment and utility facilities. If access is not permitted, then services can be disconnected until access is available. Normal disconnection fees may apply. Utility Fee schedule can be viewed by visiting <https://www.lexingtonnc.gov/government/city-fee-schedule>.
- D. When one or more transformers are installed at one delivery point by the Utility for the Utility's convenience to supply electricity to a single Customer at one nominal voltage, the Utility reserves the right, where it desires for its own purposes because of the amount of electricity or characteristics required, to meter the electricity on the Utility's side of the transformer or transformers and adjust for losses.
- E. Meters in service may be tested by the Utility, or any other lawfully constituted authority having jurisdiction. When, as a result of such a test, a meter is found to be more than 2 percent (for Electric & Natural Gas) or 2½ percent (for Water and Wastewater) fast or slow because of incorrect calibration, the Utility will rebill the Customer for the correct amount as calculated for a period of no more than sixty (60) days.
- F. If the Utility has overcharged or undercharged a customer for utility service for any reason other than calibration, the Utility will correct this error subject to the following procedures:

1. If the Customer has been overcharged, the Utility will refund the excess amount without interest to the Customer by crediting the Customer's account. If the time period of the mistake can be determined, the Utility should credit the account for that entire interval, up to one year (12 months). If the time period of the problem cannot be determined, the Utility should credit the account the excess amount charged without interest during the previous twelve (12) months. If the exact amount for excess charge cannot be determined, the Utility should estimate the amount due. (The estimate shall be determined at the sole discretion of the Utility.) If an overcharged Customer owes a past due balance to the Utility, the Utility may deduct that past due amount from any refund or credit due the Customer. If an overcharged Customer owes the Utility on another account, the Utility will apply the credit to another active account.
2. If the Utility has undercharged a Customer for utility services, the Utility will collect over the same amount of time as the undercharge. The Utility will limit its collection period to the 12 months before the undercharge was discovered, EXCEPT as provided in section 3 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 Utility.) No penalties or interest will apply to the undercharged billing adjustments, except as explained in section 3 below.
3. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the Customer, the Utility can ask for the overdue amount in a lump sum and seek such other remedies as are permitted by law. The Utility, at its sole discretion, may collect the lesser of three (3) years of undercharges or the length of time the Customer has maintained the utility account. The statute of limitations to bring contract claims is three years (N.C.G.S.1-52(1)).

## **19) LEAKS AND WATER AND WASTEWATER BILL ADJUSTMENTS**

- A. There will be no credit for metered water used. If the water from the leak goes into the wastewater system, no credit will be given on the wastewater section of the bill. If the

water does not go into the wastewater system, a credit will be given for wastewater. To request a credit on wastewater, please contact Customer Service by email at [customerservicemanagers@lexingtonnc.gov](mailto:customerservicemanagers@lexingtonnc.gov) or by telephone at 336-243-2489.

- B. The credit will be calculated by taking an average of the prior normal periods of service with a maximum of twelve (12) months and a minimum of two (2) months service history. For new Customers with less than two (2) months service, the service history of the previous Customer will be used. In the case where prior history is not available, the Utility will determine an estimated amount.
- C. Once an average consumption has been determined, it will be compared to the highest wastewater bills and 100% of the difference credited to the Customer.
- D. Adjustments will not be allowed for water loss arising from carelessness, negligence or lack of due diligence on the part of the customer, as it is the customer's responsibility to promptly discover and stop the loss of water. There are no adjustments for leaky faucets, commodes running or leaking, appliance malfunctions, or other acts of Customer negligence.
- E. The Utility will also give credits of 100% on water and wastewater where it is proven that the leak was due to a direct failure by the Utility's metering equipment or connection.
- F. The Utility will not provide any adjustments related to pool filling or pool drainage. For City Residents, all pool drainage must go through the Utility's wastewater system per Ord. No. 21-41 (Sec 13-28(b)(13)). For Customers on the Utility's wastewater system, all pool drainage should go through the Utility's wastewater system.

## 20) RATE SCHEDULES

- A. Rate schedules can be found at <https://www.LexingtonNC.gov/utilities/utility-rate-schedules>.
- B. Upon request, investigation will be made and assistance will be given to the Customer in selecting the rate most favorable to the Customer's condition and to determine whether the rate under which they are being billed is the most advantageous. Where the Customer qualifies for two or more rates, the choice of rate lies with the Customer. The Utility does not guarantee that the Customer is always being served under the most favorable rate. Any such change by a Customer shall only be prospective in nature and apply only to subsequent billing periods after giving notice to the Utility. The Utility, however, does not guarantee that each Customer will be served under the most favorable rate at all times, and will not be responsible for notifying the Customer of the most advantageous rate. Not more than one change from one optional rate to another will be made within any twelve (12) month period for any Customer. When a change is made from one optional rate to another no refund will be made of the difference in charges under different rates applicable to the same class of service.
- C. Billings of the Utility includes all applicable taxes, listed as a separate line item on the bill, where applicable.

## 21) PAYMENTS

- A. The uninterrupted supply of utility services by the Utility is contingent upon payment of all charges due from the Customer, in accordance with this Policy.
- B. The Utility will render bills to the Customer at regular intervals. Bills are due and payable upon receipt.
- C. Bill payment options and locations are listed in Section 23. The Utility may authorize the use of any collector or collection agency to aid in the collection of bills due and

owed, including but not limited to the debt setoff program.

- D. To prevent discontinuance of service for non-payment, it is the responsibility of the Customer to pay their utility charges by the required due date.
- E. When discontinuance of service for non-payment occurs, payment must be made prior to reconnecting utility service. Payment must be made in the form of guaranteed funds: cash, debit or credit card, money order, or certified check. Debit or credit cards may be used online, by phone, and at the payment kiosk if the account has not has been blocked due to payment returns and the account has not been closed. If a payment is made online, by phone, or at the payment kiosk, the customer has the responsibility to contact the Utility to inform that payment has been made.
- F. Payments shall be made without regard to any set off or counterclaim whatsoever.
- G. The Utility reserves the right to apply any payment or payments made by the Customer in whole or in part to any account due to the Utility by the Customer in connection with the furnishing of utility service.

## **22) RESPONSE TO INSUFFICIENT FUNDS**

- A. Any payment (card, check, electronic check, etc.) rejected/returned for any reason will be treated as a returned check. The Utility will only accept cash, certified check, debit/credit card or money order from any Customer having had two returned payments for any reason (i.e. insufficient funds, closed accounts, fraudulent activity, etc.) within any one (1) year period.
- B. Upon receipt of the first returned payment or other insufficient funds notice, the Customer will be informed of and given a copy of the written policy.
- C. Upon receipt of the second returned payment or other insufficient funds notice, the

Customer will be advised that all bills must be paid in cash, debit/credit card, or certified funds and will be given another copy of the written policy.

- D. Cash payments, certified checks, debit/credit cards or money orders only will be accepted by the Utility from the Customer for the ensuing year as a result of returned or insufficient funds payments.
  
- E. A letter or email will be released on the day the check or other insufficient funds or credit notice is received. The letter will include:
  - 1. To the extent permitted by North Carolina law, an insufficient (NSF) fee is added to the Customer's bill because of each returned payment, closed account or other insufficient funds or credit notice.
  - 2. The Customer's account will be charged for returned payments, closed account, other insufficient funds or credit notice, and will be subject to regular collection policies for delinquent accounts.
  - 3. All returned payments, other insufficient funds, or credit or closed account notice and receipt of cash, certified check or money order for payment will be recorded by the Utility. The Utility may pursue other remedies available for returned payments, closed accounts or insufficient funds or credit by a Customer.
  
- F. If a deposit is returned for any reason, the account will be charged an insufficient funds (NSF) fee and will be subject to immediate disconnection. Reconnection will only occur when the deposit and the NSF Fee are paid with certified funds (i.e. cash, debit/credit card, cashier's check, or money order).
  
- G. If a returned payment is paid with another returned payment, this will be considered fraudulent activity and the Customer's account is subject to immediate disconnection.

## 23) BILL PAYMENT OPTIONS AND LOCATIONS

### A. Convenient Payment Options & Locations:

1. Online Bill Pay – Visit [www.LexingtonNC.gov](http://www.LexingtonNC.gov) available 24/7
2. AutoPay Draft – Available through Online Bill Pay at [www.LexingtonNC.gov](http://www.LexingtonNC.gov)
3. Pay by Phone – Call 1-888-990-4214 for our automated payment line available 24/7
4. By Mail – Send bill stub and check or money order to 28 W. Center St., Lexington, NC 27292
5. Other Payment Options – Visit the Walmart Money Center or Walmart Services Counter to make utility payments (a convenience fee will apply & takes up to 5 days to apply to account)
6. 24/7 In Person Payment Kiosk – Located at 28 W. Center St.
7. Drop Box – Located at 28 W. Center St.

### B. Convenient Payment Methods:

1. Cash – at 24/7 Payment Kiosk & Walmart Money Center/Walmart Services Counter
2. Personal Check – at 24/7 Payment Kiosk, by mail, & by drop box
3. Debit & Credit Cards – Visa, MasterCard, & Discover Cards via online bill pay, AutoPay Draft, by phone, & at 24/7 Payment Kiosk
4. Electronic Check or E-Check – via online bill pay, by phone, & AutoPay Draft

### C. Most banks and credit unions have bill pay options available.

### D. Any payment (card, check, electronic check, etc.) rejected/returned for any reason (i.e. insufficient credit or funds, closed account, fraudulent activity, etc.) will be treated as a returned check. To the extent permitted by North Carolina Law, the customer shall reimburse the Utility for all charges and fees, if any, imposed upon the Utility by the bank because of the rejected/returned payment.

- E. Any account that has a payment that comes back as a fraudulent transaction will be disconnected immediately and will remain disconnected until the original payment plus fees have been paid in full.

## 24) BUDGET BILL EQUAL PAYMENT PLAN

- A. The purpose of this plan is to spread the cost of utility service as evenly as possible on a monthly basis over an annual period and to assist Residential Customers with home budgeting.
- B. **This payment plan is only available to Residential Customers.** Billing under this plan will not result in any greater or lesser payments to the Utility than would be the case with customary monthly billings.
  1. **To Qualify for Budget Bill:** A Customer who is an excellent credit status may elect to use Budget Bill. Accounts should be paid in full prior to beginning Budget Bill.
  2. **AutoPay:** Budget Bill Customers are required to enroll in AutoPay to ensure the exact amount is paid on time each month.
  3. **Late Payments:** If a Customer is late in paying the Customer's monthly bill, the Customer may be removed from Budget Bill.
  4. **Rate Increases:** When a rate increase is approved, the Budget Bill amount will increase by the same percentage.
  5. **Termination of Budget Bill:** The agreement remains in effect until the Customer or the Utility decides to end the payment option.
  6. **Settle Up:** If at the end of the 10th month of the plan (always April), the actual charges are greater than that which has been paid, the 11<sup>th</sup> (always May) & 12<sup>th</sup> (always June) months will include the routine payment along with the actual balance due. If during the same period, the actual charges are less than that which has been paid, a credit will be issued to the Customer and applied to the Customer's account. If a payment is received on an account that already has a credit balance during the settle up period, the Utility reserves the right to send



the payment back to the customer. The Budget Bill Plan is meant to be used as a way to have a consistent, equal monthly payment amount and not to be used as a savings account.

- C. The Utility 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.

## 25) **MEDICAL ALERT PROGRAM**

- A. The Customer has the responsibility of notifying the Utility if there is someone in the Customer's household who is either **chronically/seriously ill or on a life support system (heart, lung, etc.)** The Customer must provide a letter or certification from a doctor or hospital advising of the above condition. Letters will be reviewed and brought up to date each year. A Customer who complies with these notification procedures will have a white seal placed on their meter.
- B. The Customer has the responsibility to carefully handle their 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 Utility does not guarantee, but will make a good faith effort to make contact with the customer or member of the customer's household before service is terminated.
- C. **Due to conditions beyond the control of the Utility and its employees (storm damage, loss of generation, system failure, etc.), electric power, water service, or natural gas service cannot be guaranteed 100 percent of the time. Each Customer should have a backup plan for movement of the life support patient if the Utility is unable to restore power in the length of time which is acceptable or crucial to the patient's wellbeing.**

**26) RIGHT OF ACCESS**

The Utility shall have the right of access to the Customer's premises at all reasonable times for the purpose of reading its meters and removing its property, and for any other proper purpose in connection with supplying and maintaining service. The Utility shall have the right to discontinue the supply of service without notice if said access, at any time, is denied.

**27) METER TESTING FACILITIES AND EQUIPMENT**

- A. The Utility will provide for and have available such laboratory, meter testing shop, meter and instruments, and such other equipment and facilities as may be necessary to make the tests required by these Terms and Conditions of the particular utility.
- B. Testing instruments and standards may be tested and certified by any approved standardizing laboratory.

**28) REQUEST FOR METER TEST**

If a Customer believes that a utility meter on their premises is not registering consumption accurately, the Customer may request a test of the meter. Each customer is allowed one (1) free meter test per calendar year. Any subsequent testing that has been requested by the customer will be charged a fee (Meter Test Charge Fee). Please visit [www.LexingtonNC.gov/government/city-fee-schedule](http://www.LexingtonNC.gov/government/city-fee-schedule) for the fee amount. Meter Test Charge Fees will be added to the Customer's utility bill.

- A. Upon request by a Customer, the Utility will test the utility meter in accordance with Standard Operating Procedures of the particular utility.
- B. The Customer, or the Customer's representative, may be present when the meter is tested.

## 29) EXTENSIONS OF TIME FOR PAYMENT OF BILLS

- A. **Customer Request:** All requests must be made by the person (or authorized, legal representative) in whose name the account is opened. To make a payment extension request, call Customer Service @ 336-243-2489 or email [customerservicemanagers@lexingtonnc.gov](mailto:customerservicemanagers@lexingtonnc.gov).
- B. **Number of Payment Extensions:** There is a limit of 4 payment extensions per calendar year. Extensions can only be made on the current bill as long as there is no outstanding past due bill. If the customer has an outstanding past due bill and a current bill, the past due bill must be paid before a pay arrangement can be given.
- C. **Agreement:** If payment of any installment is not made by the specified time, service will be disconnected without further notice and all amounts due to Lexington Utilities will be due and payable before reconnection.
- D. **Late Fees:** Payment Extensions do not eliminate late fees or other applicable fees.
- E. **Budget Bill Customers:** Customers on the Budget Bill Equal Plan do not qualify for payment extensions due to the requirements of the plan for the Customer to have an excellent credit status.

## 30) PAYMENT REQUIREMENTS FOR UTILITY SERVICE

- A. Bills are due and payable upon receipt. The bill will indicate when it is past due and when disconnection can occur.
- B. If any bill is not paid within twenty-five (25) calendar days of the billing date, fees apply. If you would like to receive an email reminder, please register your online billing account at [www.LexingtonNC.gov](http://www.LexingtonNC.gov).
- C. Request for delays or waiver of payment may not be entertained. Only questions of proper and correct billing will be considered.

## 31) TERMINATION OF SERVICE

- A. **Request for Discontinuance of Service:** When a Customer desires to discontinue service, twenty–four (24) hours advance notice should be given (at minimum) to the Utility. The Customer will be responsible for all service usage up to and preceding the final reading by the Utility. All outstanding balances on the final bill will be deducted from the deposit amount and any remaining credit will be transferred to another active account. Any Customer requesting discontinuance of service will inform the Utility of the location and date service is to be disconnected and the forwarding mailing address for the final bill.
- B. **Deposits Applied:** After an account has been closed by either Customer request or requirement of the Utility, all funds (including deposits, refunds, and overcharge credits) will be applied first against amounts owed the Utility on the closed account. Remaining funds will then be used against the amounts owed on any other accounts the Customer may have with the Utility. When those accounts have been cleared, a check for the remainder (if greater than \$1) of the account will be issued to the Customer for any net credit. The Utility does not issue checks for net credits under \$1.
- C. **Final Bill:** A Customer’s final bill will be mailed in a timely manner.
- D. **Involuntary Discontinuance of Service:** The Utility may discontinue utility service for one or more of the following reasons including, but not limited to:
1. Failure of the Customer to pay utility bills, deposits as required or to increase deposits as required in this policy.
  2. Upon discovery of meter tampering including bypassing the meter or altering its function.
  3. Failure of the Customer to permit Utility Employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are violations of Utility policy.

4. Use of any utility for unlawful reasons.
5. Discovery of a condition that is determined to be hazardous or unsafe.
6. Reselling any utility.
7. Insufficient Funds (NSF) for payments and deposits.

If an account has been involuntarily disconnected more than seven (7) days, the account will go into final status and any deposits on the account will be applied to reduce the balance and a final bill will be mailed out to the address on record.

- E. **Reconnections:** When it becomes necessary for the Utility to discontinue utility services for any reason, service will be reinstated only after payment of (1) all past due bills due the Utility, (2) any deposit as required, (3) all fees and charges, (4) any material and labor cost incurred by the Utility, and (5) the unlawful or unsafe conditions have been corrected.

**Services are not reconnected between 9pm and 9am.**

- F. **Multiple Locations:** If a Customer is receiving service at more than one location, service at any or all locations may be discontinued if bills for service at any one or more locations are not paid. However, residential service shall not be discontinued for non-payment of bills for other classes of service except when a non-residential account is a sole proprietorship or partnership and in the same name as the residential account. If the residential account is delinquent, then likewise the non-residential account can also be disconnected.

## 32) DISCONNECTION FOR PRIOR DEBTS

The Utility can disconnect Customers with prior debts if:

- A. The current service is in the name of the Customer(s) with the prior debt.
- B. The Utility has notified the Customer of their intent to disconnect and has given the Customer reasonable time to respond.

- C. Exceptions are returned payments that were made to prevent disconnection, tampering, and fraudulent transactions. Immediate disconnection will occur in these situations.

### 33) DISCONNECTION DURING EXTREME WEATHER

- A. Disconnections for nonpayment are not typically conducted on any extremely cold winter day (below 32 F all day long) or extremely hot summer day (100 F all day long). The Utility has the discretion if temperatures are not within the all-day constraints.
- B. If a Customer's bill remains unpaid on the next business day, the disconnection process for non-payment may then occur. The delay in disconnection for non-payment will not preclude the Utility from disconnection at a future date and does not change the Customer's liability for payment of all bills and fees.
- C. The Customer is encouraged to contact the Utility in advance of disconnection to make payment arrangements, especially where severe weather hardships may occur.

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

- A. It is the policy of the Utility to discontinue utility services to Customers by reason of non-payment of bill after notice has been given.
- B. If any Customer disputes the accuracy of their bill, please contact the Customer Service Department by emailing [customermanagers@lexingtonnc.gov](mailto:customermanagers@lexingtonnc.gov) or by calling us at 336-243-2489 **before** the disconnection date.

### 35) METER AND UTILITY SERVICE TAMPERING

**Utility tampering is not only a crime, but it is also extremely dangerous. Serious injury, loss of life, and property damage can occur if an unauthorized person performs illegal acts with utility services. To deter and protect customers from serious injury, a fee will**

**be assessed to locations where tampering is found. Your utmost safety is a priority and important to us.**

N.C. General Statutes 14-151, 14-152, & 14-159.1 prohibits tampering with utility meters, property, and service as follows:

- A. It shall be unlawful for any unauthorized person to alter, tamper with or bypass a meter which has been installed for the purpose of measuring the use of electricity, natural gas or water or knowingly to use electricity, natural gas or water passing through any such tampered meter or to use electricity, natural gas or water after bypassing a meter provided by an electric, natural gas or water supplier for the purpose of measuring and registering the quantity of electricity, natural gas or water consumed.
- B. Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause such meter to inaccurately measure and register the electricity, natural gas or water consumed or which would cause the electricity, natural gas or water to be diverted from the recording apparatus of the meter shall be prima facie evidence of intent to violate and of the violation of this Section by the person in whose name such meter is installed, or the person or persons so using or receiving the benefits of such unmeasured, unregistered or diverted electricity, natural gas or water.
- C. Criminal violations of this section are punishable as follows:
  - 1. A violation of this section is a Class 1 misdemeanor.
  - 2. A second or subsequent violation of this section is a Class H felony.
  - 3. A violation of this section that results in significant property damage or public endangerment is a Class F felony (NCGS 14-151).
  - 4. Unless the conduct is covered under some other provision of law providing greater punishment, a violation that results in the death of another is a Class D felony (NCGS 14-151).

5. Damaging or tampering with property or equipment of a gas company is guilty of a Class C misdemeanor (NCGS 14-152).
  6. Damaging or tampering with property or equipment of a public water system is also guilty of a Class C felony (NCGS 14-159.1).
- D. Whoever is found in a civil action to have violated any provisions hereof shall be liable to the electric, natural gas or water supplier in triple the amount of losses and damages sustained or five thousand dollars (\$5,000.00), whichever is greater.
- E. Nothing in this section shall be construed to apply to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards.
- F. The minimum penalty for meter tampering shall be actual damages and/or the fee described as set forth in the Utility's existing fee schedule.

### **36) 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, the Customer will be required 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.

### **37) UNIQUE RIGHTS AND RESPONSIBILITIES**

- A. The Customer shall be liable for the cost of repairs or damage to the Utility property on the Customer's premises resulting from the negligence of or misuse by the Customer or others. The Customer and the Utility have the unique rights and responsibilities in connection with utility service. These responsibilities and rights are detailed throughout this Policy.



B. Customer Responsibility:

1. Requirement for service (Please see Sections 11 and 12):

Residential

- Provide valid photo ID
- Provide proof of land ownership / lease or rental agreement
- Pay a cash deposit
- Provide proof of twelve (12) months of good payment history with another utility

Non-Residential

- Provide proof of land ownership / lease or rental agreement
- Pay a cash deposit
- Supply a surety bond written by an insurance company authorized to do business in North Carolina
- Provide an Irrevocable Standby Letter of Credit from a financial institution

2. Allow Utility 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 Utility if there is someone in the household who is either chronically or seriously ill or on a life support system.
5. Notify the Utility of questions or complaints about service.
6. Be aware of and provide access to equipment owned by the Utility at the Customer's home/business and safeguard it.
7. Install, maintain, and repair wiring and piping in the home/business that conforms to all applicable laws, rules and regulations.
8. The Utility 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 anyone, including a neighbor or tenant. Violation of this policy will be cause for immediate disconnection of service. Please refer to Section 31 of this Policy.
10. The Customer must notify the Utility if the Customer is interested in an alternate rate. In addition, the Customer must notify the Utility when utility use changes could possibly make the Customer eligible for a change in rate.
11. The Customer shall be responsible at all times for the safekeeping of all Utility

equipment installed on the Customer's premises, and to that end shall give no one, except authorized Utility employees, access to such property.

12. The Customer shall be liable for the cost of repairs or damage to the Utility equipment on the Customer's premises resulting from the negligence of or misuse by others.
13. Utility service is supplied by the Utility and purchased by the Customer upon the express condition that after it passes the delivery point it becomes the property of the Customer to be used only as herein provided. The Utility shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of said utility services after it passes the delivery point; or for any loss or damage resulting from the presence, character, or condition of any equipment owned by the Customer or for the inspection or repair thereof. This includes restoration of services after involuntary disconnection. When utility services are turned on or off, the customer or contractor is responsible that circuit breakers and water faucets are off.
14. The Customer shall be responsible for the maintenance and repair of the Customer's equipment. Should the Customer report an issue with the supply of services, the Utility will endeavor to respond with reasonable dispatch to such call with the purpose only of correcting issues as may be in the Utility's equipment supplying the Customer. If the trouble appears to be in the Customer's equipment or appliances, the Utility's employees may, if requested by the Customer, make such inspection of the Customer's equipment as the Utility's employees are prepared to make, to assist the Customer in determining the need to contact other professionals for repair or replacement of the Customer's equipment. But any inspection of the Customer's equipment by the Utility's employees is made upon the express condition that the Customer assumes the entire and sole risk, liability, and responsibility for all acts, omissions, and negligence of the Utility's employees. The Utility retains all responsibility only with respect to the action of its employees in connection with equipment owned by the Utility.

C. Customer Rights:

1. A Customer has a right to request that the Customer's deposit be credited to their account if the Customer establishes credit by other means, pays bills promptly for one year, discontinues service from the Utility, or is not past due on another utility account.
2. If the Customer is notified of an impending disconnection for non-payment, the Customer may discuss payment arrangements designed to pay the account in full, but such shall be subject to an agreement with the Utility's Utility Account Representative, and may be approved or denied. A max four (4) pay arrangements are allowed per account per calendar year.
3. The Customer has a right to request, free of charge, historic billing and usage information. This information can be found by viewing their account online at [www.LexingtonNC.gov](http://www.LexingtonNC.gov). If the Utility cannot find any reason for usage changes, the Customer may request one free meter test per year. Any subsequent testing requested by the customer will be charged a fee. Fee schedule can be found at <https://www.LexingtonNC.gov/government/city-fee-schedule>.
4. If the Customer believes that they were incorrectly billed, the Customer has the right to contact the Utility to review the charges on the bill. We encourage the customer to visit [www.LexingtonNC.gov](http://www.LexingtonNC.gov) to review Utility rates and fee schedules.

D. Utility Responsibility:

1. Refund the Customer's deposit if conditions are met.
2. Give notice, through the billing process (i.e. message on the bill, notice, or electronically), at least ten (10) days before service is interrupted for failure to pay. The notice will explain the reason for disconnection and explain how the Customer can avoid service interruption. The notice will respect a Customer's right to privacy regarding publication of debt. **Please note that we mail out bills and notices in an acceptable timeframe, but you may still experience periodic delays in mail delivery from the Postal Service. To ensure proper**

**receipt of utility bills, please visit [www.LexingtonNC.gov](http://www.LexingtonNC.gov) to create an online billing account to view and pay your utility bills.**

3. Avoid disconnection for non-payment during extreme weather conditions.
4. Avoid disconnection for non-payment after 3pm on a Friday, on a weekend, or on a City holiday. All other business days are subject to disconnection.
5. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.
6. Respond to questions or complaints from Customers. The Utility may not agree with the complaint, but pledges prompt, courteous and forthright answers.
7. Provide historic billing and usage information when requested by the Customer. This information can be found by viewing their account online at [www.LexingtonNC.gov](http://www.LexingtonNC.gov).
8. Provide energy usage and conservation information.

E. Utility Rights:

1. Reasonable access to the Utility's equipment and utility facilities on the Customer's premises.
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 home/business.
4. The Utility is allowed to take action in court or as otherwise permitted by law regarding equipment tampering or financial delinquencies.

**38) SERVICE FEES**

- A. Service fees shall be charged to Customers requesting or requiring special service, such that these costs will not be included in basic rates for utility service. Periodic adjustments will be made by the Utility to reflect increased or decreased cost of

providing specific services. Fee schedule can be found at <https://www.LexingtonNC.gov/government/city-fee-schedule>.

- B. Service charges to restore utility service, where an issue is found in the Customer's system, shall be based on reimbursement costs.
- C. Except in emergency or other unusual circumstances, no cut on of new accounts or restoring of delinquent accounts will be made after 4:00pm, unless approved by the Utility.

### **39) RECYCLING & WASTE COLLECTION SERVICES**

- A. As referenced in Article V of the City's Code of Ordinances, it is presumed that all residential and nonresidential units located within the Lexington City Limits receive waste collection service.
- B. The person or organization in whose name utility service is listed is liable for and will pay the charges for commercial containerized service and/or the fees for residential service (Sec 10-72 (a), (b)).
- C. The monthly charges and fees for waste collection service will be billed by the Utility on a monthly basis and will be payable with utility charges within the time limit fixed for the payment of utility bills (Sec 10-72 (c)).
- D. It is presumed that responsibility for waste collection service begins immediately after a Customer moves into a location. Charges for waste collection service shall accrue on the first day of service connection and will be billed on the first individual billing cycle of the following period for that owner under the billing system of the City (Sec 10-72 (e)).

#### 40) STORMWATER SERVICE

- A. All residential and non-residential units located within the Lexington City Limits will be charged a stormwater fee for impervious areas greater than 400 square feet.
- B. The monthly charges and fees for stormwater will be billed by the Utility on a monthly basis and will be payable with utility charges within the time limit fixed for the payment of utility bills.
- C. Non-residential units will be billed per ERU (Equivalent Residential Unit). The current billing rate for 1 ERU (Equivalent Residential Unit) is located in the City's Fee Schedule at <https://www.LexingtonNC.gov/government/city-fee-schedule>.
- D. Residential class locations will be billed monthly for 1 ERU (Equivalent Residential Unit).
- E. Commercial, Industrial, City, School, and Institutional class locations will be charged based on the total amount of impervious area on an account divided by the ERU (Equivalent Residential Unit) of 2,700 square feet multiplied by current fee per month.
- F. There is no charge for properties with fewer than 400 square feet of impervious area.
- G. To inquire about the amount of impervious surface that has been billed to a customer account, the property owner must contact the City of Lexington at 336-243-2489. As required, a Stormwater Division staff member will make a site visit to verify the amount of impervious surface area. If the findings are different from what was billed, the bill will be adjusted (increased or decreased) to reflect the proper amount. Bill adjustments will be made in accordance with Section 18 of this Policy.

**41) ELECTRIC, WATER AND WASTEWATER, AND NATURAL GAS UTILITY SERVICES**

- A. Electric, Water and Wastewater, and Natural Gas operate under their own Standard Operating Procedures (available by request).
- B. The Customer Service Department and each utility division work together in providing utility services.
- C. The Utility reserves the right to partner with and enter into agreements with other utilities for the provision of utility services (i.e. Davidson Water for billing of Wastewater services for customers without Lexington Utilities water service).
- D. Non-traditional charges or credits are handled in accordance with each Utility's policies and procedures.

**42) DEBT COLLECTION**

- A. The Utility has the right to use any and all legal means of collection of past due accounts including, but not limited to the NC Local Government Debt Setoff Clearinghouse or a collection agency.
- B. Under the North Carolina Setoff Debt Act (N.C.G.S 105A), the NC Government Debt Setoff Clearinghouse allows for the collection of delinquent debts by means of state tax refund and Education lottery winnings. The minimum debt amount that can be collected is fifty (\$50) dollars. A collection assistance fee of fifteen (\$15) dollars will be imposed on the Customer on each debt collected through setoff.
- C. If the need arises, the Utility may use multiple debt collection efforts at the same time to collect on past due accounts.

**43) CUSTOMER PRIVACY**

As referenced in North Carolina General Statutes 132-1.1, the Utility has the right not to

provide billing information unless the disclosure is deemed appropriate. Occasions where the City may see fit to release such information include, but are not limited to, and are not bound by the following:

- A. Request from local agencies that would consider paying on behalf of the Customer.
- B. Request from auditing firms which would seek to assist the Customer in lowering their usage.
- C. If the Utility desires to provide Customer billing data to another public body, it should determine whether that public body is covered under North Carolina law in protecting Customer billing data. Even if that public body is not subject to the public record laws, the Utility may be required to provide the Customer billing data upon request.

#### **44) REBATES**

The Utility encourages the use of energy efficient appliances. In doing so, we offer a rebate program that eases the financial burden of purchasing new heat pumps, water heaters, and various other appliances. As the terms of this program can vary from time to time, we suggest that Customers contact our offices for the most current incentives. To contact us, visit [www.LexingtonNC.gov/city-services/public-utilities/marketing-rebate-assistance](http://www.LexingtonNC.gov/city-services/public-utilities/marketing-rebate-assistance). Rebates are subject to the following guidelines:

- 1) Customers should provide proof of purchase.
- 2) A Utility representative may elect to inspect the appliance installation.
- 3) Rebates are credited to the Customer's utility account.

#### **45) REPORTING OUTAGES AND OTHER UTILITY EMERGENCIES**

##### **Electric Emergency:**

Online: [www.LexingtonNC.gov/outagereporting](http://www.LexingtonNC.gov/outagereporting) available 24/7

Phone: 336-248-2337 available 24/7



**Natural Gas Emergency:**

Normal Business Hours: 336-248-3945

After Hours: 336-248-2337

**Water & Wastewater Emergency:**

Normal Business Hours: 336-248-3930

After Hours: 336-248-2337

**46) UTILITY LOCATING (CALL 811)**

Call 811 to allow utilities to locate prior to digging and landscaping excavation to prevent injuries and protect underground utilities from damage. In the event an 811 locate ticket is not called in and damage occurs to public lines, the Utility reserves the right to bill for associated costs from the damage.

**47) APPENDIX**

Reserved to document administrative changes