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**SECTION ONE
RIGHTS AND RESPONSIBILITIES**

Town of Hertford's Ordinance for Policy Approval

The Town of Hertford wants to treat its citizens in a fair and indiscriminate manner, while recognizing the distinct needs and requirements of each customer. To provide some uniformity of service, the town has adopted a customer service policy. This most recently adopted version of the Customer Rules and Regulations policy will serve as a reasonable response to customer needs while meeting the requirements of good business practices for the Town.

Ultimately, the Town Manager accepts the responsibility as the final authority on this policy. However, every customer has the right to appeal that decision to the Town Council.

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

Authority

The adoption of these policies requires the approval of the Town Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Town's Manager to make sure the policy manual is revised. Most changes other than fees and rate schedules are delegated to the Town Manager without requiring prior approval of the Town Council. The Council expects to be kept informed of all grievances, which are not resolved, by the Town Clerk or Town Manager.

The Town Manager's responsibilities include metering, operation and control of municipal electric lines and electric property. He sets the standards of quality for construction and maintenance of the electric system and plans for electric system improvements.

The Town Clerk is authorized as the hearing or grievance officer for customers. The Town Clerk is authorized to hear concerns and complaints, settle disagreements and reconnect any customer disconnected for non-payment while the concern is investigated, if they deem it necessary. Hearings are addressed in Section Four, *Customer's Rights Prior To Discontinuance Of Service*.

All grievances must be heard and addressed by the hearing officer prior to an item appearing before the Town Manager and the Town Council.

The North Carolina Statutes included in this document are binding for municipalities that own and operate electric distribution systems. The North Carolina Utilities Commission Guidelines cited are not regulations for Town's and are included only as comparative guidelines. The Public Utilities Regulatory Policies Act (PURPA) provisions included are mandatory only for cities with sales exceeding 500 million kilowatt-hours per year (Gastonia, Greenville, High Point, Rocky Mount, and Wilson).

Scope

1. This policy is not meant to be all-inclusive but offers direction and guidance for the Town Manager and employees of the Town.
2. This policy has been adopted by the Town Council for all customers of the Town.
3. The intent of this policy is to provide the customer, the electrical and building trades, and the employees of the Town a helpful guide with uniform procedures for providing utility service. The Town desires to treat its citizens in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.
4. Front-line 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 situation with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the Town Manager accepts the responsibility as the final authority on this policy. However, every customer has the right to appeal that decision before the Town Council.
5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the Town.

Definitions Used In This Policy

1. ***Employees*** - The front-line employees of the Town, charged with the responsibility of delivering services to the citizens and customers while ensuring good business practices and considering the needs and wants of customers.
2. ***Town*** - The Town governing body and its employees.
3. ***Board Council*** - Those officials elected to represent the citizens of the Town.
4. ***Utility*** - The Town of Hertford Utility Department.
5. ***Town Office*** - Municipal building located at 114 West Grubb Street.

Application Of This Policy

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the Town's offices.
2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the Town Council. Customers are encouraged to seek answers to any questions by calling the Town offices.
3. As detailed in this policy, the Town intends to adhere to all rules and regulations of the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE) entitled the "National Electrical Safety Code (NESC)" as amended. Further, all operations are prefaced upon safety for the public and employees alike. Safety guidelines are detailed in the American Public Power Association (APPA) safety manual as amended.
4. The Town is not responsible for any damage caused by turning on Town utility services.

Conflict

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

Part Of All Contracts

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

No Prejudice Of Rights

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

Unique Rights And Responsibilities

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

Customer Responsibility¹

1. To establish credit in one or more of these ways:
 - Lease agreement
 - Provide proof of land ownership.
 - Provide a letter of credit for 12/24 months of good payment history with another utility. (Most recent 12/24 months.)
 - Name a qualified person to guarantee payment of bills up to a certain amount.
 - Pay cash deposit.
2. Allow utility department personnel access to property to set up and maintain service.
3. Pay bills by the Due Date shown on each monthly bill.
4. Notify the utility department of another person a customer would like to receive any notice of service interruption for non-payment of bills.
5. Notify the utility department if there is someone in the household who is either critically or seriously ill, handicapped or on a life support system.
6. Notify the utility department of questions or complaints about service.
7. Be aware of town-owned property at the customer's home/business and safeguard it.
8. Install, maintain and repair wiring in the home/business.
9. 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 a neighbor or tenant. Violation of this policy will be cause for **immediate** disconnection of service.
10. The customer must notify the Town that he qualifies and is interested in a different or incentive rate, if the Town offers such. And he must notify the Town when electric use changes may make him eligible for a change in rate.

¹North Carolina Utilities Commission Guidelines Article 3, R8-9.

Customer Rights²

1. A customer has a right to request his deposit be refunded if he establishes credit by other means, pays bills promptly for 12/24 months, or discontinues service from the Town.
2. If the customer is notified of an impending disconnection for non-payment, he has a right to request installment payments designed to pay the account in full according to an agreement with the Town's customer service representative, at the sole discretion of the utility.
3. The customer has a right to request, free of charge, historic billing information. If a customer questions a utility bill and a utility department employee cannot find any reason for usage changes, the customer will be given a free meter test. The customer has a right to results of this test.
4. The customer has a right to request a review of any complaint according to the grievance procedure.

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

Town Responsibility³

1. Refund the customer's deposit if conditions are met.
2. Give written notice at least 10 working days beyond the past due date before service is interrupted for failure to pay. The notice will explain the reason for disconnection, the date when service will be disconnected and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy regarding publication of debt.
3. Avoid disconnection for non-payment during extreme weather conditions. (See Section Four, *Disconnection During Extreme Weather*.)
4. Avoid disconnection for non-payment after 4:00 p.m. on a Friday (3:00 p.m. from Memorial Day to Labor Day), on a weekend or on a holiday observed by the Town.
5. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.
6. Respond to questions or complaints from customers. The Town may not agree with the complaint but pledges prompt, courteous and straightforward answers.
7. Provide historic billing and usage information when requested by the customer.
8. Provide energy usage and conservation information.

³North Carolina Statute 160A-314 (B). North Carolina Utilities Commission Guidelines, Article 1: R8-1, R8-2, R8-3, R8-4; Article 2: R8-5, R8-7.

Town's Rights

1. To access the city's utility facilities.
2. To receive notice of changes in address, status of utility service, or problems with utility service.
3. To receive timely payment for services delivered to a home/business.
4. The appropriate department of the Town is allowed to take action in court regarding equipment tampering or financial delinquencies.

Privacy of Billing Data

1. All billing data is the property of the Town.
2. Business Accounts – Billing and account information will not be disclosed to the media, other businesses, agency or individuals without the expressed consent of the individual business account holder.
3. Individual Accounts – Billing and account information will not be given to the media, business, agency or individual not included on the account without the permission of the account holder. Current billing information may be released (without any account history) when it is deemed in the best interest of the Town and the individual holder in order to aid the account holder in paying the current bill.
4. Information may be shared at the discretion of the Town with another agency that is included under the limitations of the privacy legislation.

**SECTION TWO
ESTABLISHING SERVICE**

Office And Service Hours

1. The Town office is located downtown at 114 West Grubb Street. The Town office is open from 8:00 a.m. to 5:00 p.m. Monday through Friday. Routine and regular service work will be performed from 8:30 a.m. to 4:30 p.m. Monday through Friday (8:30 a.m. to 3:30 p.m. from Memorial Day to Labor Day), except for holidays observed by the Town. Service work for unusual conditions may be arranged at other times upon request.
2. Emergency restoration work is performed 24 hours a day, seven days a week. Please call us at 426-5751 (Dispatcher) for emergency service.

Request For Service⁴

1. ***Original Application for Service:*** Any customer requesting services will complete an application and agreement for services. The customer will show:
Photo identification, supply a Social Security number (or Federal Tax ID number in the case of a business account), deed, rental receipt, contract for sale, list of appliances and fuel types in the home, and sign the application.
The Town recognizes a joint application for utility service, which allows credit to be established for both husband and wife. A separate application will be requested if more than one connection is requested.
2. ***Accounting Information Changes:*** Any changes of account information, mailing address, account name, etc. should be made in writing by the account-holder to prevent mistakes.
3. ***Commercial and Industrial Accounts:*** Accounts established for non-residential service will require a Federal Tax ID number and a signature by an officer of the corporation listed in the By-Laws. For a non-incorporated business, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account.
4. ***Service Requests for all Utilities:*** Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location. Applications and fees are shown in the accompanying Fee Schedule, Section Seven.
5. ***Place of Application:*** Customers shall request utility service at the Town Office.
6. ***Time of Application:*** The Town will strive to meet customers' needs for connection of service. Normal connection may be made the same day as the request.
7. ***Out-of-Town Connection Requests:*** If a customer wants to obtain service prior to arrival in the Town, the Town may provide service and mail a written contract to the customer.
Mailed information should include acknowledgement of the establishment of service and an application for the customer to sign. The customer should also be notified of any required deposit and fees and should pay those fees within 10 days or the service may be discontinued and the account closed.

⁴North Carolina Utilities Commission Guidelines, Article 4: R8-22; Article 10: R8-48 (B).

Request For Service

8. ***Temporary Cut-On at Permanent Dwellings:*** The Town may request an additional fee (see Fee Schedule, Section Seven) be paid for the expense of cutting on and off utilities maintained for less than 30 days at a permanent premises. The purpose of this fee is to recover costs for cut-on and cut-offs of temporary services.
9. Customers can request a verbal explanation of the Town's policies and may obtain a written copy of the guidelines as well.
10. ***Service Requests for New Construction:*** The customer will need to meet the requirements explained in the line extension section of the Town's policy.
11. ***Welcome Packet:*** The Town will offer each new customer a welcome packet which includes information about the Town of Hertford, the utility, conservation tips and load management information.

Welcome To The Town of Hertford

Residential Application for Service

Date: _____ Account Number: _____

Customer's Name: _____

Street Address: _____

Home Phone Number: _____

Social Security Number: _____

Driver's License Number: _____

Place of Employment: _____

Address: _____

Phone Number: _____

Spouse's Name: _____

Social Security Number: _____

Place of Employment: _____

Previous Address: _____

In Case of Emergency Contact:

Phone Number: _____

Service Requested: (Connection)

Electricity

Load Management for Water Heater

Water

Load Management for 25% Air Conditioner

Sewer

Load Management for 100% Air Conditioner

Garbage Pick-up

Load Management for Heat Pump/Heat Strip Control

Date and Time Required: _____ Before Noon After 2 p.m.

Deposit:

Do you own or rent your residence?

Landlord's Name: _____

Landlord's Address: _____

Landlord's Phone Number: _____

Type of Heating Source: _____

Letter of Credit on File/Date Received:

Deposit Received: Cash Check Amount of Deposit: \$

(Continued on Back)

Service Application

(Back of Service Application)

The applicant understands that the Town must take actions and expend funds to comply with this request for service. By signing this application, the applicant signifies that he has the authority to request electric service, both permanent and temporary to the premises identified in this application. By signing this Application, the applicant requests permanent electric service, to be preceded by temporary service if needed, for the location identified.

Utility service will be subject to any and all rates, rules, regulations, policies, procedures, terms and conditions applicable to the service, and as revised by the Town with the authority given it by North Carolina General Statute Chapter 160A, Article 16. The rights and responsibilities of the Town and the customer regarding electric service include those set out in the Town's Guidelines for Customer Service Policies (a copy of which is available upon request). Those policies in effect for the date of this application may be updated or changed from time-to-time by the Town. (However, the terms and provisions of the Manual, as they might change, are incorporated in this Application.)

The Town will make all reasonable efforts to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity or by an interruption, if it is due to any cause beyond the reasonable control of the Town.

This Application and the documents referred to in this Application, specifically including the Town's Policies and Procedures Manual, constitute the entire agreement between the Customer and the Town with respect to the provision of utility service by the Town. Neither party shall be responsible to the other except as specifically set out in this Application and in those agreements or documents referred to in this Application. Upon acceptance of this application, the Town and the applicant form a valid contract.

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

Please note this is a contract for utility services based on the municipality's policies and procedures. You have the right to review the policy manual or ask questions in our municipal office.

Privacy/Waiver

The North Carolina Legislature passed two bills in the 2001 session dealing with the public records law. GS 132-1.1 removes from public record customer billing data for any public enterprises, including electric. GS 132-1.6 removes from public record information dealing with public security plans and plans and drawings of public buildings and infrastructure facilities. Removing this information from public record does not automatically make it confidential. Rather, it gives the public body the opportunity to not provide the information upon request unless the public body deems disclosure appropriate. (For detailed privacy policy, please inquire)

Please list name(s) and social security or driver's license number of anyone you would like to have access to your utility information:

Name _____ SS or Driver's License No. _____

Name _____ SS or Driver's License No. _____

Name _____ SS or Driver's License No. _____

By checking the following blocks you give permission upon request of the organization for the release of only your name and address: Churches Chamber of Commerce Civic Organizations

Signature _____ Date: _____

Third Party Notification

Account Number: _____

To reduce the chance of disconnection of utility services, the Town of Hertford gives you the opportunity to have a duplicate of the final cutoff notice sent to a person of your choosing. This person might be a neighbor, a family member or organization who would be willing to assist you when you're on vacation or for some other reason unable to pay your utility bill.

The person you select will not be responsible for paying your utility bill. They will simply be notified of your outstanding account. If your bill is not paid by the cutoff date on this notice, your utilities will be disconnected.

Customer's Name: _____

(Signature)

Name of Party to be Notified: _____

Address: _____

Town/City: _____ State: _____ Zip Code _____

Phone Number: _____

(Signature)

While we will make every effort to send a copy of a final notice to the person designated, the Town can't be liable for failure of the third party to receive the notice.

Town of Hertford

Welcome To The Town of Hertford

Industrial/Commercial Contract/Application for Service

Account Number: _____

Date: _____ Service Representative: _____

Company Name: _____

Company Representative's Name: _____ Title: _____

Service Address: _____

Mailing Address: _____

Town/City: _____ State: _____ Zip Code: _____

Telephone Number: (____) _____

Company's Tax ID Number: _____

Previous Service Address: _____

Service Requested: (Connection)

Electricity Sewer Water Security Lights Garbage Pick-Up

L/M Switch for Air Conditioner

L/M Switch for Water Heater

Date and Time Required: _____ Before Noon After 2 p.m.

Secondary Voltages Required: _____

Total Connected Load: _____

Cycling Load Expected: _____ Motor Starting Load: _____

Future Load Expectations: _____

Easement and Right-of-Way Guaranteed: Yes

Deposit:

Letter of Credit on File/Date Received: _____

Deposit Received: Cash Check CD Surety Bond

Amount of Deposit: \$_____

Amount of Contribution in Aid of Construction: \$_____

The applicant understands that the Town must take actions and expend funds to comply with this request for service. By signing this application, the applicant signifies that he has the authority to request electric service, both permanent and temporary, to the premises identified in this Application. By signing this application, the applicant requests permanent electric service, to be preceded by temporary service if needed, for the location identified. Upon acceptance of this application, a valid contract is formed by the Town and the applicant. Utility service will be subject to any and all rates, rules, regulations, policies, procedures, terms and conditions applicable to the service, and as revised by the Town with the authority given it by North Carolina General Statute Chapter 160A, Article 16.

Signature of Company Representative

Signature of Town Representative

Connection Scheduling

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

Prior Debts

The Town may not furnish service to an applicant who is indebted to the Town for service previously furnished, or to the applicant or any other member of the applicant's household, until all indebtedness has been satisfied.

For bankruptcy information, see Section 4, *Involuntary Discontinuance Of Service*, Number 4.

Customer Deposits⁵

1. ***Need for a Deposit:*** 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 so that all bills will be paid in full by their due date. Employees realize that most customers pay their bills in full and on time, however we seek to protect the good-paying customers from the detriment of uncollectible accounts by other customers. Ideally, only those customers who “earn” the right to pay a deposit would be required to secure their accounts. Since the Town's employees cannot know in advance which customers will pay promptly and which ones will not, reasonable and uniformly applied deposits may be necessary. A service security deposit will be collected before any service is connected when the Town's employees determine that a deposit may be needed to assure payment of the customer bill. Options in lieu of the customer deposit also have been created.
2. ***Determining the Deposit:*** In determining the need for a security deposit, and in fixing the amount of the deposit, Town employees will give careful consideration to these factors:
 - Customer's ownership of the premises to be served.
 - Type of service requested.
 - Risk involved in a new business enterprise.
 - Reputation of the involved premises.
 - Overall credit rating of the customer.
 - Utility credit rating of the customer with the Town or another electric utility.
 - History of connects, disconnects and reconnects at the involved premises or for the involved customer (For residential customers, a 12-month history of service with the municipal utility is required. A 24-month history is required for commercial customers.)
 - Any other factor, which bears on the customer's financial responsibility.
 - Guarantor agreement.
3. ***Two Month Standard:*** A deposit may require an amount to two-twelfths of the estimated yearly charge for utility service as determined by the Town.

⁵North Carolina Utilities Commission Guidelines: R12-2, R12-4, R12-6, R12-7. Public Utility Regulatory Policies Act: Title I, Section 115.

Customer Deposits (Continued)

4. ***Residential Customer Deposit Alternatives:*** Any person who must pay a deposit for residential utility service may:
 - A. Pay initial cash deposit. (See Fee Schedule, Section Seven).
 - B. Supply a letter of credit demonstrating good credit with another electric utility.
 - C. Have a guarantee agreement signed by a current Town customer who has good credit with the Town. The guarantor will be responsible for the amount up to the deposit if the customer does not pay his bill. The guarantor will be notified by the Town of an impending disconnection.
 - D. Charge the deposit to a Master Card or Visa credit card.
 - E. Supply the Town a certificate of deposit as security for the deposit.
5. ***Non-Residential Customer Deposit Alternatives:*** Any person who must pay a deposit for non-residential utility service may:
 - A. Pay initial cash deposit. (The standard is up to 2 months average bill.)
 - B. 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. The Town, upon review of the account, may request the surety bond be extended until termination of service.
 - C. Provide a letter of credit with the account in the name of the owner of a sole proprietorship. The letter of credit must be from another electric utility showing good credit.
 - D. Purchase a jointly owned CD for the amount of the deposit, held by the Town, with interest paid by a local financial institution directly to the customer.
- 6 ***Future Deposits:*** Any customer whose service is involuntarily terminated for either non-payment, meter tampering, or other reasons will be required to pay a deposit, or an additional deposit, as specified in the above paragraphs, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a higher level based upon experience with the account, but it may not exceed two-twelfths of the estimated yearly charge for that account.

Customer Deposits (Continued)

7. ***Floating Deposits:*** A builder who is constructing concurrent establishments may be allowed to pay only one deposit for several service locations. Community Development work by contractors must satisfy all debts to the Town prior to payment of wages.
8. ***Note to all customers:*** Contact with a Town utility employee prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection, which will save the customer from additional higher deposit amounts and additional fees.

Definition of Good Credit:

Good credit can be defined as 2 delinquencies, no bad checks and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial/industrial customers.

Assignment Of Certificate Of Deposit/Time Deposit As Utility Deposit

For value received, the undersigned (the “Customer”), jointly and severally, assign(s) and transfer(s) the Certificate of Deposit described below, together with all modifications, renewals, substitutions thereof, and all rights, options, privileges, and interest therein and thereunder including, without limitation, all interest and other proceeds earned thereon, and proceeds therefrom (the “Certificate of Deposit”), to the **Town Of Hertford** (the “Municipality”), and its successors and assigns.

_____ (Amount) _____ (Certificate No.)

(Issuing Bank) _____ (The “Bank”)

This Assignment is given as security for the payment by the Customer of all charges for utility services provided to _____ (Description of Facility) located at _____ by the Customer. (Address/Location of Facility)

This Assignment shall be a continuing one and shall remain effective for all utility bills incurred by the Customer in connection with the location described above. The Customer warrant(s) and represent(s) that the Certificate of Deposit is owned solely by the Customer and is free and clear of all liens and encumbrances, that the Customer has full power, right and authority to execute and deliver this Assignment, and that it will keep the Certificate of Deposit, or a renewal, modification or substitution thereof, outstanding subject to this Assignment until all amounts secured by this Assignment are paid in full.

The Certificate of Deposit shall be titled in the following manner: **The Town Of Hertford under Assignment by (Name of Customer)**.

If the Certificate of Deposit is represented by a passbook, certificate or other document evidencing ownership, such paper writing(s) have been delivered and are herewith assigned and pledged to the Municipality by the Customer in connection with this assignment and pledge.

Until notified by the Municipality, all interest earned by the Certificate of Deposit shall be paid directly to the Customer. Upon written notice from the Municipality, the Bank shall thereafter pay all interest earned on the Certificate of Deposit directly to the Municipality.

Assignment Of Certificate Of Deposit/Time Deposit As Utility Deposit (Continued)

The Customer agrees that should its utility account become delinquent, for any reason, the Municipality is irrevocably authorized and empowered, in its own name or in the name of the Customer, to demand, apply for withdrawal and receive any and all monies or claims for money hereby assigned, and to exercise any and all rights and privileges and receive all benefits (including, without limitation, interest earned thereon) accorded to the Certificate of Deposit, and to execute any and all instruments required therefor, and the Bank is hereby specifically authorized and directed on demand of the Municipality, to pay all monies due under the Certificate of Deposit directly to the Municipality. Failure of the Municipality to exercise any of its rights under this Assignment shall not constitute a waiver thereof, and any and all rights under this Assignment shall be in addition to and not in lieu of any and all rights available to the Municipality.

Upon default under this Assignment or the obligations secured by this Assignment, the Customer shall pay all costs and expenses of the Municipality, including reasonable attorney's fees and litigation costs, incurred in the collection of any amounts secured by this Assignment or in enforcing its rights under this Assignment. The payment of these amounts shall also be secured under this Assignment by the Certificate of Deposit.

The Municipality shall have no duty or obligation to the Customer with regard to the Certificate of Deposit or in connection with this Assignment, other than to hold and dispose of the Certificate of Deposit, or its proceeds, as provided in this Assignment. At anytime the Municipality may, at its option, return the Certificate of Deposit to the Customer, and in all events upon full payment of all amounts secured by the Assignment, the Municipality shall return the Certificate of Deposit to the Customer. Upon such return, the Municipality shall be released and discharged from any and all liability or obligation related to the Certificate of Deposit or this Agreement.

(Customer)

By: _____
(Name of Officer/Partner/Member)

(Title)

By: _____
(Name of Officer/Partner/Member)

(Title)

(Date)

Acknowledgment And Notice Of Assignment

The undersigned (the "Bank") acknowledges receipt of notice and a copy of an Assignment of Certificate of

Deposit/Time Deposit as Utility Deposit granted by _____.

for the Certificate of Deposit described below (the "Certificate of Deposit") issued by the Bank

to _____.

(Municipality)

(The "Municipality") as collateral for obligations due to the Municipality.

(Amount)

(Certificate No.)

Bank hereby certifies that the Certificate of Deposit is valid and does evidence our obligations to Customer. Our records do not disclose any liens, claims or encumbrances against the Certificate of Deposit except _____

_____ (if none, so state).

We have compared the signatures appearing on the foregoing Assignment filed by the Customer with us with the signature cards on our records, and the same compare correctly therewith and are sufficient to authorize withdrawal of funds from said account and for all purposes with respect to said accounts. We will be guided by the foregoing Assignment until receipt of further contrary written notice or instructions from the Municipality and hereby waive and release for the term of the foregoing Assignment any right to set off against any obligation of the Customer, to the Bank which may not exist or hereinafter arise.

(Bank)

By: _____
(Name)

(Title)

Release Of Assignment

The undersigned Customer acknowledges receipt and return of the Certificate of Deposit described below and the undersigned Municipality releases and terminates all of its claims, rights, title and interest in the Certificate of Deposit described below, all as of the _____ day of _____ 19__.

_____ (Amount) _____ (Certificate No.)

_____ (Municipality)

By: _____ (Name)

_____ (Title)

_____ (Customer)

Guarantor Agreement

Account Number: _____

Date: _____ Service Representative: _____

Customer's Name: _____

Service Address: _____

Mailing Address: _____

Guarantor's Name: _____ SS # _____

Mailing Address: _____

Town: _____ State: _____ Zip Code: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Amount of Deposit \$ _____

This agreement is taken in lieu of a cash deposit for the above-named applicant.

By signing this agreement, the above-named guarantor agrees to be responsible should any of the above-named applicant's utility bills to the Town of Hertford become delinquent. The amount the guarantor is responsible for is the amount of the Town's standard deposit.

The guarantor's responsibility includes paying the amount of the Town's standard deposit should the applicant leave town, according to the conditions stated above. The guarantor agreement extends for the same time period as the qualification period for return of a deposit.

(Signature of Guarantor)

(Guarantor's Account Number)

(Signature of Customer)

Accepted for the Town by:

(Signature)

Town of Hertford

Refunding Of Deposits⁶

1. ***Prompt Refund:*** A deposit will be refunded promptly and automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount.
2. ***Residential and Business Accounts:*** The Town will promptly return the customer's deposit when that customer exhibits good credit. The customer may request this refund when good credit has been established.
3. ***Account in Arrears:*** The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.

Definition Of Good Credit:

Good credit can be defined as 2 delinquencies, no bad checks and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial/industrial customers.

⁶North Carolina Utilities Commission: R12-5.

Electrical Rates⁷

1. ***Establishing Rates:*** The Town's rates are set by its local governing body and are designed to be fair, reasonable, just, uniform and nondiscriminatory. Setting rates locally, offers rate regulation that is responsive to the customers of the system.
2. ***Choice:*** Where the customer qualifies for two or more rates, the choice of rates lies with the customer.
3. ***New Customers:*** New and potential business customers are encouraged to provide the Town utility department with the load characteristics of their facility. The Town may require special conditions and contracts for electric service based upon necessary investment in the electric plant.
4. ***Competitive Rates:*** The Town's goal is to provide the best possible electric service to all customers at a rate, which is competitive with other energy providers.
5. Complete rate schedules are available to customers upon request.

Taxes

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

⁷North Carolina Statutes 160A-314 (A), 160A-323. North Carolina Utilities Commission Guidelines, Article 4: R8-25; Article 6: R8-33; Article 10: R8-48 (A), R8-49, R8-50. Public Utility Regulatory Policies Act: Title I, Section 111, 113, 115, 121.

Billing Cycle Information⁸

1. Bills are mailed out on or around the 25th day of each month.
2. A bill is past due if not paid by the 10th of the month. A penalty will be assessed on all past due accounts.
3. A second notice will be mailed to customers with unpaid bills as soon as possible after the 10th.
4. For any customer who has a Guarantor Agreement instead of a deposit, a copy of the customer's second notice is also mailed to their guarantor.
5. Service is scheduled to be discontinued if payment is not received by 5:00 p.m. on the 21st of the month. The past due balance must be paid in cash before service is reconnected.
6. A fee will be charged to all customers who request service to be reconnected after 4:00 p.m. or on weekends or holidays observed by the Town. The fee will be added to the next bill.
7. A charge, as outlined in the Meter Tampering Section of the policy, will be charged to any customer who reconnects his own meter.
8. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Town Clerk or his/her designee for an informal hearing at the Town between 9 a.m. and 4 p.m., Monday through Friday or telephone (919) 426-5311.

⁸North Carolina Utilities Commission Guidelines: R12-9.

Billing Adjustments⁹

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

1. If the customer has been overcharged, the Town will refund the excess amount, without interest, to the customer or credit the customer's account with that amount. The Town reserves the right to pay back the over charged amount in equal installments over a period to not exceed 12 months. If the time frame of the mistake can be determined, the utility should credit the account for that entire interval, as long as it is not more than three years. If the time frame of the problem cannot be determined, the utility should refund the excess amount charged without interest 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 that past due amount from any refund or credit due the customer. If an overcharged customer owes the Town on another account, the Town will apply the credit to that past due account.
2. If the utility has undercharged a customer for utility service, the Town will collect the amount due, without interest, in installments over the same amount of time as the undercharge. If the period of time or usage over which the undercharge occurred cannot be determined, the Town will estimate the amount due. In most instances, the Town will limit its collection period to the 12 months before the undercharge was discovered.
3. If an undercharge has occurred because of meter tampering, the Town can ask for the overdue amount in a lump sum.
4. If the Town receives a request for a waiver of a late fee from a customer, the fee may be waived provided the following conditions are met:
 - a. The customer has not made a late payment within the past 12 months.
 - b. The customer has not received a waiver of a late payment fee within the past 12 months.

⁹North Carolina Utilities Commission Guidelines Article 9: R8-44.

Water and Sewer Adjustments Due to Leaks

The Town of Hertford offers to all residential and business customers a credit for loss of water due to a leak in the customer's water system. This credit will only be offered under the following conditions:

1. The customer must submit proof of a leak and its repair by submitting a plumbing bill or signing a statement to the effect that there was a leak and that the leak was repaired.
2. The town will determine that the meter reading is accurate and that a leak is not apparent by examining the leak detector on the meter.
3. The amount of excess water usage will be determined by averaging the last 12 months of water usage.
4. The customer, upon request, will be allowed a credit equal to 50% of the excess water and sewer charge.
5. The credit will only be allowed for one billing month.
6. The customer, in accepting the credit, will not be allowed another credit, for any reason, for 12 months following the credited bill.
7. In the event the customer disputes the amount of water usage where a leak is not claimed or discovered by the town's examination of the meter leak detector, the customer may receive a credit under the following conditions:
 - a) The town will test the meter for accuracy by flowing at least 20 gallons through the meter. If the meter test shows the meter to be accurate, the customer will be required to pay the entire utility bill.
 - b) Should the customer insist that the meter is not accurate following the town's test; the meter will be sent back to the manufacturer for testing. If the manufacturer's test report shows the meter to be accurate, the customer will be required to pay the entire utility bill plus the cost to test the meter.
 - c) If the meter is found to be inaccurate such that the customer was overcharged, the customer will receive a credit for any overcharge on the water and sewer bill for a period not to exceed the most recent 12 months billing history. If the inaccuracy indicates the customer was undercharged, the town will bill the customer the calculated amount of the undercharge for no more than the most recent 12 months billing history.
8. The town will allow the customer to spread the amount due for water and sewer charges, if they exceed \$100, over a period of four (4) months in equal payments.

Sewer Adjustments for Filling Swimming Pools and Other Uses

The Town of Hertford will allow water and sewer customers to receive a credit for the sewer portion of their bill for water used in swimming pools or other uses where the water used does not enter the Hertford Wastewater Collection System. This credit will be allowed under the following conditions:

1. A customer will be given one annual adjustment of the sewer portion of their utility bill upon a written request from the customer stating the time and amount of water used toward the filling or maintenance of a swimming pool.
2. A customer may receive a monthly credit, provided that an additional water meter and cut off are installed on the customer's side of the Town water meter and that the expense of the installation be borne entirely by the customer. The meter must be installed as close to the Town meter as possible. The credit will be applied to the sewer bill based on the amount of water that passes through the customer's water meter.
3. A customer can have their swimming pool filled from the fire hydrant by Town employees at a charge of \$50 plus the cost of the water used.

Drop Box For Paying After Hours

For customer convenience, a drop box is mounted outside the municipal building at 114 West Grubb Street. A check and billing stub may be deposited in the box, however, for added security, please do not deposit cash in the after hours depository. Payments put in the box after 5 p.m. will be considered next-day payments.

Extensions Of Time For Payment Of Bills

1. ***Customer Request:*** All requests must be made by the person (or their authorized, legal representative) in whose name the account is opened.
2. ***In Person:*** The customer requesting the extension must come into the Town Office and sign a statement as to when payment can be expected.
3. ***Maximum:*** Maximum extension will be 5 days from the cut-off date.
4. ***Limit:*** No more than 3 extensions may be given within any 12 months. These extensions may not be given in consecutive months.
5. ***Agreement:*** If payment is not made by the specified time, service will be disconnected without further notice.
6. ***Optional Customer Assistance:*** Customers being assisted by the Perquimans County Department of Social Services and local crisis intervention center are exceptions to this policy. A copy of specific policies relating to these customers is on file in the Town Office.

*Town of Hertford
P.O. Box 32
Hertford, NC 27944
Phone (252) 426-5311
Fax (252) 426-7060*

Credit Extension Request

Name _____

Address _____

Account Number _____

I hereby request credit extension for past due amounts as outlined on my utility bill in the amount of \$_____.

If this extension is approved, payments covering this past due amount, plus applicable late charges, will be made as follows:

| Payment Amount | + | Current Bill | Due Date |
|-----------------------|----------|---------------------|-----------------|
| _____ | + | _____ | _____ |
| _____ | + | _____ | _____ |
| _____ | + | _____ | _____ |
| _____ | + | _____ | _____ |
| _____ | + | _____ | _____ |
| _____ | + | _____ | _____ |

Total _____

In addition, **regular monthly bills must be paid in full by the due date** (initial) _____

I understand and agree that if payments (past due payments or regular monthly bill payments) are not made as stated above, this agreement will be null and void and my electrical service **will be disconnected** without further notice.

Town of Hertford

Customer

Date: _____

Date: _____

The Town's Response To Returned Checks¹⁰

1. The Town will **only** accept cash, certified check or money order from any customer having one insufficient funds (bad) check to the town within any one year period.
 - A. Upon receipt of the second returned check, the customer will be advised that all bills must be paid in cash and will be given a copy of the written policy.
 - B. Cash payments, certified checks or money orders only will be accepted for the next year.
 - C. After the one-year period ends, if another insufficient funds check is received, all future bills must be paid in cash.
2. No returned check will be held more than 48 hours from the time it is received by the Town. The service may be disconnected after 48 hours without further notice.
3. Notice to the customer of a returned check will be made by telephone if possible. If not possible, a closed door hanger or written memo will be released on the day the check is received.
4. As allowed by the State of North Carolina, a returned check charge may be added to the customer's bill for each returned check. This fee and the utility bill amount will be subject to regular collection policies for delinquent accounts.
5. All returned checks and receipt of cash, certified check or money order for payment will be recorded on the Town's books.

¹⁰North Carolina Statute 25-3-512.

**SECTION THREE
SERVICE OPTIONS**

Options In Service

1. ***Use of Town Meeting Rooms:*** Community groups are welcome to use the Town's meeting rooms and facilities. Contact the Town Manager at (919) 426-1969 for more information.
2. ***Customer Education Series:*** The Town may conduct public information meetings on the operation of the Town and its utilities. Meeting notices are posted in the local media. Customers are invited to attend.
3. ***Use of Bulletin Board in Town Hall for Community Announcements:*** The bulletin board in Town Hall is open for community announcements. To post a notice, contact the Town Manager.
4. ***After Hours Service:*** For customer convenience, weekday, after-hours service and weekend service can be scheduled at an additional cost.
5. ***24-Hour Emergency Service:*** Employees of the Town are on 24-hour call for emergency service. Please call (919) 426-5609 (Public Works) or 426-5751 (Dispatch).
6. ***After Outage Callbacks:*** If the customer calls the Town to report a service outage at their home or business, an employee may call back and confirm restoration. Just leave a number when reporting the outage.

Difficulty In Paying Bill

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

Department of Social Services (919) 426-7373

Catholic Social Ministries (919) 426-7717

Open Door of Perquimans County (919) 426-7776

Albemarle Manna Foodbank (919) 335-4035

Salvation Army (919) 338-4129

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

Options In Billing Payments

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

- *Equal Payment Plan*
- *Bank Draft*
- *Acceptance of Credit Cards*

Equal Payment Plan

The purpose of this plan is to spread the cost of all utilities as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the Town than would be the case with customary monthly billings.

To Qualify for the Equal Payment Plan: A customer who is a good credit customer may elect to use the equal payment plan. Accounts should be paid in full prior to beginning the Equal Payment Plan.

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

Rate Increases: When an electric rate increase is approved, the equal payment amount will increase by the same percentage.

Termination of Equal Payment Plan: The agreement remains in effect until the customer or the Town decides to end the payment option.

The Town 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.

Equal Payment Plan

Date: _____

Account Number _____

Customer's Name: _____

Street Address: _____

By signing up for an equalized payment plan, the customer agrees to pay each month an amount equal to one twelfth of his total yearly payments. Should rate increases occur, the Town may increase the amount of payment accordingly. The customer agrees to stay on this plan for one year, unless he moves outside the Town's service area.

The customer agrees to pay \$_____ (or _____ kWh) a month for 11 months. The 12th month is used to settle any overpayments or underpaid amounts.

If the customer has any major changes in his household that would effect electric consumption (for example, installation of central air or addition of a family member), please notify the Town's Customer Service Department.

Should it become necessary to adjust the customer's account for an electric meter over read, the customer's account will be settled on the equal payment plan and then reinstated.

(Signature of Customer)

(Signature of Town's Representative)

Town of Hertford

Date

Inside Address

Dear Customer:

The "levelized" bill is the average of your power bills over the last 12 months. It brings the highest bills down and the lowest bills up to nearly the same amount each month.

Your levelized bill can start any month and end any time you choose. Any balance when you end the levelized bill service is added to your next bill.

With the levelized bill, your bill is computed just like always. The same card still arrives in the mail to tell you how many kilowatt-hours were used and the total bill amount.

And the meter is still read on the same schedule as in the past.

By levelizing your monthly power bill, you won't have to deal with higher payments during the summer air conditioning season or the winter heating season or the holidays.

- 1) You need to have a zero balance on your account the day you start the levelized bill.*
- 2) We average your actual usage over the last 12 months and figure your average monthly cost.*

The levelized bill only works if you pay your bill promptly every month. If you receive two delinquent notices, you will be removed from the levelized billing service.

Thanks for asking.

Sincerely,

Cindy E. Sharber
Town Clerk

Bank Drafts Plan

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

The draft date will be a minimum of eight calendar days past the bill date. This will allow the customer time to verify or question his bill.

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

Only good credit customers will be eligible for this program.

Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the bank draft program.

Bank Draft

Account Number: _____

Date: _____

Customer Name: _____

Street Address: _____

Customer's Bank: _____

Customer's checking/savings account number: _____

Bank Location: _____ Phone Number: _____

Please attach a copy of a voided check or deposit slip for this account.

The customer agrees to have his utility bill paid directly from the above checking account each month. The customer will be notified of the amount withdrawn for payment. This agreement will remain in effect until the customer notifies, in writing, the bank and the Town to discontinue the service.

(Signature of Customer)

(Signature of Representative)

(Signature of Bank Official Authorizing Draft)

Town of Hertford

Acceptance Of Credit Cards

The Town will accept the following bank credit or debit cards for bill payments, deposits or fees:

- *Master Card*
- *Visa*

The Town will accept a card for payment in person or by phone, and will verify each charge or debit account with the issuing bank.

Medical Alert Program

1. The customer has the responsibility of notifying the Town if there is someone in their household who is either:
 - A. Critically or seriously ill or handicapped
 - B. On a life support system (heart/lung, respirator, etc.).
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 the Town Clerk or his/her designee. A customer who complies with these notification procedures will have a white seal placed on his meter to designate his household as containing a critically or seriously ill or handicapped life support customer.
3. The customer has the responsibility to carefully handle his account so that service will not be interrupted for failure to pay. With the medical alert designation, the Town will make every effort to make personal contact with the customer before service is terminated.
4. The Town will exercise due diligence in keeping the power flowing to a life support patient. However, due to conditions beyond the control of the Town and its employees (storm damage, loss of generation, etc.), electric power cannot be guaranteed 100 percent of the time. Each customer listed with the Medical Alert program should have a back-up plan for movement of the life support patient if the Town is unable to restore power in a length of time, which is acceptable.

Date

Address

Dear Customer:

The Town of Hertford is dedicated to serving its customers. In the interest of protecting the health and well being of our citizens, we need some further information about your account.

Our records indicate a life-support machine at your account address. Please verify that a machine is in use at the above location by sending us a letter from your doctor. This information will assist us in record keeping and ensure that the greatest possible care is taken regarding your account.

Thanks for your time and consideration.

Sincerely,

Cindy E. Sharber
Town Clerk

Gatekeeper Program

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

This program raises awareness among employees, who in the normal process of doing their jobs, come in contact with the elderly. The meter readers have been trained to watch for danger signs in the homes of elderly customers, and they know what local agency to contact should the need arise. If the customer knows of someone who might benefit from this program, please contact the Town. The Town cares about its citizens.

**SECTION FOUR
DISCONTINUING SERVICE**

Transfer Of Service

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

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

Closing A Utility Account

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

Forced Closing Of A Utility Account

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

All legal means of collection for an account in arrears will be taken whether the account is in "closed" status or not. The customer will be charged for all costs incurred in the collection of the account.

Termination Of Service¹¹

1. ***Requesting Discontinuance of Service:*** Any customer requesting discontinuance of service will inform the Town Office of the location, date service is to be disconnected and the forwarding mailing address for the final bill.
2. ***Disconnection Scheduling:*** Disconnection from the Town's utility system will be performed the same day if the request is received prior to 4 p.m. A request received after 4 p.m. will be fulfilled the next working day.
3. ***Final Bill:*** A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.
4. ***Return of Deposit:*** A customer's deposit will be applied to the final bill. Any remaining amount will be promptly returned after final billing amount is paid.

¹¹North Carolina Utilities Commission Guidelines, Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 122.

Customer's Rights Prior To Discontinuance Of Service

1. **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.
2. **Disputed Bill:** If a customer disputes the accuracy of his bill, he has the right to a hearing at which he may be present or be represented by another person of his choosing who may present, orally or in writing, his complaint and contentions.
3. **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 about whom the Town has prior written knowledge.
4. **No Disconnection:** Disconnections for non-payment will not be made after 4 p.m. on Friday, on holidays observed by the Town or on weekends.
5. **Hearing:** The Town will discontinue utility service for non-payment of bill only after notice has been given and the customer has had the opportunity to be heard on disputed bills.

Any customer desiring a hearing may contact the Town Clerk or their designee at the Town Hall, 114 West Grubb Street or telephone (919) 426-5311. Hearings may be scheduled between 9 a.m. and 4 p.m., Monday through Friday, except on municipal holidays. This Town employee has the authority to settle the issue and reconnect any disconnected account while the matter is investigated.

The customer may be represented in person and/or by counsel or other person of his choosing at this hearing. 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. All grievances must be heard and addressed by the hearing officer prior to an item appearing before the Town governing body.

Customer's Rights Regarding Disconnection

1. If a customer disputes the accuracy of a bill, that customer has a right to a hearing as detailed on the previous page.
2. Customers are entitled to receive a past due notice on an overdue utility bill. This notice may come in the form of a phone call, a written letter or note, or a discreet door hanger.

Involuntary Discontinuance Of Service¹²

1. Normal involuntary disconnection procedures may be waived the first time a good credit customer appears on the disconnect list. The customer will be notified of the one-time waiver.
2. 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 or to increase deposits 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 employee's access to the meter at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are violations of Town policy.
 - E. Discovery of a condition, which is determined to be hazardous or unsafe.
3. A notice for termination must include a clear explanation of the reasons for the termination, a statement that cutoff is imminent and the date it will occur, a statement advising the customer of the availability of an administrative hearing and a right to contest the bill and the termination, and the name, position, title, address, phone number, and office hours of the person or persons to contact regarding the payment, the hearing and the dispute.
4. 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 pre-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 electric service for pre-petition debts.

¹²North Carolina Statute 160A-314 (B). North Carolina Utilities Commission Guidelines R8-20. Public Utility Regulatory Policies Act: Title I, Section 115.

Involuntary Discontinuance of Service (Continued)

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

Note: The town is encouraged to keep disconnected meters on its regular meter-reading route to deter unlawful utility connections.

Allocation Of Payments

Payment is first applied to 3 percent sales tax, water, sewer, garbage, (commercial trash) security lights, and then electric service.

Disconnection Notice

Date: _____

TO: _____

Hertford, NC 27944

You are hereby notified that your utility service will be disconnected due to non-payment if your past due amount is not paid within ten (10) days from the date of this notice.

If you have a dispute regarding the accuracy of your bill, you or your representative may present, orally or in writing, your complaint or contention.

If you desire a hearing, you or your representative may contact the Town Clerk, Cindy E. Sharber, at the Municipal Building, 114 Grubb Street, or telephone (919) 426-5311. Hearings may be scheduled between 8:30 a.m. and 3:00 p.m. Monday through Friday, except on municipal holidays.

A request for a hearing or your complaint or contention of bill accuracy must be received at the Municipal Building within this ten (10) day notice period.

Your past due balance as of _____ is \$ _____.

Cindy E. Sharber
Clerk to the Board of Commissioners

Disconnection For Prior Debts

The municipality can disconnect customers with prior debts only if:

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

Disconnection During Extreme Weather¹³

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

(Extreme conditions are considered to be below 40 degrees Fahrenheit or above 95 degrees Fahrenheit all day long.)

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

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

¹³North Carolina Utilities Commission Guideline R12-11.

Reconnection¹⁴

When it becomes necessary for the Town to discontinue services for any of the reasons listed above, service will be restored after payment of (1) all past due bills due the Town including additional fees and charges required by this policy (2) any deposit as required and (3) any applicable disconnect and reconnect fees, according to the current *Fee Schedule*, Section Seven.

¹⁴North Carolina Statute 160A-314 (B). North Carolina Utilities Commission Guidelines: R12-3, R12-9.

**SECTION FIVE
CONSTRUCTION AND METERING
GUIDELINES**

Standard Supply Voltages¹⁵

1. One system of alternating current, 60 hertz, is supplied throughout the Town's electric system.
2. The voltage, number of phases, and type of meter, which will be supplied, depends upon the character, size and location of the load to be served and upon the Town's available facilities. Customers are encouraged to consult with the Town utility department before purchasing equipment.
3. The standard secondary voltages are:
 - Single phase, 2-wire, 120 volts
 - Single phase, 3-wire, 120/240 volts
 - Three-phase, 3-wire, 480 volts
 - Three-phase, 3-wire, 120/240 volts*
 - Three-phase, 4-wire, 120/208 volts*
 - Three-phase, 4-wire, 277/480 voltsThe Town adopts the American National Standard Utility Voltages C84.1-1982

- Preferred

¹⁵North Carolina Utilities Commission Guidelines, Article 4: R8-14, R8-16, R8-18.

Customer Delivery Points

1. It is the customer's responsibility to provide a location for service connection (delivery point) at the Town's least cost-approach. The customer must inform the Town prior to beginning construction as to the type of voltage and level of service desired. The Town will require information concerning total connected load, cycling loads, motor starting loads and future loads. The Town will inform the customer of any service limitations. Only certain voltage classes may be available and across-the-line starting of certain size motors may be limited. Restrictions on certain types of electrical loads may be necessary if the load produces spurious noise, ferroresonance or other sinewave abnormalities on the electric system. The Town establishes a 60-cycle frequency electric system. Equipment, which operates at other than 60 cycles, will not work properly on the Town system.
2. The Town must be granted an easement and the right of continuous access to its facilities for the purpose of installation, maintenance and meter reading. The Town also will have the right to barricade and lock its facilities to prevent interference by any unauthorized parties, including the customer or his employees.
3. The Town will need space for the installation of wiring, poles, guys, anchors, transformers, fences and other apparatus used in furnishing electricity to the customer. The customer may be asked to provide an appropriate security fence enclosure for the equipment. Sometimes the only space available is indoors where the customer will have to dedicate space. Inside a building, the customer will have to bear the expense of constructing the space to meet electrical, fire, explosion and ventilation requirements. Sometimes the customer will have to construct special floors, hallways, and elevators to accommodate the moving of electrical equipment. The space dedicated to the Town should be able to be secured by the Town to prevent access by the customer or general public. Transformer noise levels should be taken into consideration. On occasion, the customer may want to provide a delivery point that is not the Town's least-cost approach. The Town may provide the delivery point where the customer wishes, if the customer supports the extra expense with a contribution in aid of construction. (Refer to *Underground Line Extension* for information about new underground line extensions.)

Customer Delivery Points (Continued)

4. The customer and the Town must work together to make decisions on what facilities each will supply.
 - a. In establishing service connections, customers must assist the Town in meeting both local building codes and the National Electrical Safety Code. Safe working clearances, personal safety clearances, and safe construction clearances are of special concern.
 - b. The Town will provide, own, and maintain the meter and other metering facilities. The customer will install and maintain the meter base since this is often the point of connection to the customer's wiring. Also, the customer must provide a suitable location for the meter. The Town may ask the customer to provide a two-inch conduit from a transformer pad to the meter location.
 - c. The customer will provide overhead riser, weatherhead and conductor to meet building codes and the National Electric Safety Code. The Town will provide the underground conduit riser to the meter base. The Town will be responsible for making all overhead weatherhead connections and disconnections.
 - d. The Town will provide any instrument transformer enclosures. The customer will provide any necessary weatherproof troughs for wiring connections and be responsible for providing the connectors and making the connections in a trough.
The Town may meter the primary side of the delivery point transformer when metering the secondary side is not feasible. The Town will provide, install, own and maintain all primary metering.
 - e. When the delivery point is to be located on the customer's property and a pad-mounted transformer is required, the customer will be responsible for providing a reinforced concrete transformer pad according to the Town's specifications. The customer also will be responsible for providing all conduit turnouts to access the pad. When the transformer pad is the point of delivery, the customer will provide and install secondary conduit and conductors. The Town will provide the connectors and make all connections.

Customer Delivery Points (Continued)

- f. ***Overhead Installations:*** The customer will be responsible for providing and securing a right of way for the least cost installation of the Town's poles, down guys and aerial conductors. The Town will provide tree clearing of the right of way. The customer may be asked to clear any other obstacles in the right of way. If the customer requests location of the Town's facility at a site other than the least-cost facility, the customer will be asked to reimburse the Town with a contribution in aid of construction.
 - g. ***Underground Installations:*** Customers who request underground services in lieu of overhead services will be responsible for the added costs to provide the underground services. The customer will also be responsible for providing a cleared and finished grade within six inches of final grade condition. The customer must provide the specific location of all property lines before construction can begin. The Town may not be able to provide underground conductors where severe obstacles exist. Where the Town encounters obstacles that necessitate construction beyond normal trenching (such as creeks, rocks, gullies, walls and other conflicting utilities), the customer will be asked to support the extra expense with a contribution in aid of construction.
5. The Town will inform the customer of the level of available fault current that the customer's equipment might experience. Likewise, the customer must inform the Town of the installation of any fault current (short-circuit current) contribution from customer-owned motors and facilities.

Relocation Of Facilities

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

- a. When a pole is within 25 feet of a property line or a proposed driveway, the Town may agree to relocate the pole at no charge provided the customer provides any additional, necessary right of way and provided the relocation does not affect the structural integrity of any other poles or lines on the electric system.
- b. For any other relocations of overhead or underground facilities, the contribution in aid of construction will be determined by calculating the total installed cost of the new facility plus removal costs, less any salvage value.

Extra Facilities

1. Any time a customer requests the Town provide facilities that are not normally required in the least-cost method of establishing electric service, the Town may ask the customer to cover the cost of those additions by way of an extra facilities contract. For example, more than one delivery point on a contiguous piece of property, more than one service voltage at a delivery point, extra transformer capacity for across-the-line starting of motors, backup or redundant delivery systems, extra metering features, special poles, switch devices, decorative fences, etc.
2. Electric service will normally be supplied to a single delivery point at a single enterprise on contiguous premises; streets, alleys, etc., may be ignored.
3. ***Determination of Extra Facilities:*** An extra facilities charge will be added to a customer's monthly billing, calculated as 1.7 percent of the installed cost of the extra facilities, but not less than \$10. The installed cost of the extra facilities will be the cost of materials used, including spare equipment, if any, plus applicable labor, transportation, stores, engineering and general expense, all estimated if not known.
4. If a customer has multiple delivery points, extra facilities charges will be calculated based upon the hypothetical cost to meet the customer's electrical needs at one delivery point and at one voltage versus the extra cost in meeting the customer's needs at multiple delivery points or multiple voltages.
5. The extra facilities contract will be for a minimum of five years. If the customer wishes to cancel the extra facilities contract prior to five years, the total cumulative amount of the unpaid balance may be paid and the facilities will be removed.
6. The Town may refuse requests for extra facilities if, on its determination, the requested facilities are not feasible, or may adversely affect the Town's cost or the reliability of the electric system.
7. Customers for whom the Town may be furnishing extra facilities under contracts made before this extra facilities clause was adopted will be exempt from all provisions of this clause, until their contracts expire, or are terminated by the customer under contract terms, or are terminated by the Town for reasons not related to the furnishing of extra facilities.
Note: 1.7 percent of the installed cost is sufficient to amortize the installed cost at 8 percent interest over five years.

Minimum Wiring Requirements

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

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

Three-Phase Service

1. Three-phase service (at standard Town voltages) may be extended to establishments, provided that revenues from the load are sufficient to justify the additional investment. Otherwise, a contribution in aid of construction may be required to cover the costs anticipated to be unrecoverable. Three-phase service requiring the construction of additional transmission or distribution facilities may be extended when it is economically feasible to the Town.
2. Applicants for three-phase service may need to execute a written contract before the service will be extended.
3. When three-phase service is provided to any customer, the customer must be responsible for protecting his equipment from loss of phase (single-phasing) or phase unbalance.

Metering¹⁶

1. Meters, which measure utility service, are highly accurate instruments of measurement with expected life spans that exceed 40 years. In very few circumstances do these meters measure incorrectly. Town utility employees would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request, which may involve a fee. A customer requesting a meter test should contact the Town utility office.
2. **Electric Meters:** If the customer questions the accuracy of the meter, the utility department employee will consider historic billing, weather, appliances, etc., to justify the reading. If the utility department employee cannot find any reason for usage changes, the customer may request one free meter test. Should the customer still insist on a meter test when the utility department employee has found reasons for usage changes, the customer will be charged for the test. If the meter test shows the meter to be inaccurate (plus or minus 2 percent), adjustments may be made. If testing is requested more frequently than once in twelve months, the Town will require the customer pay a charge based on the cost charged to the Town.
3. **Master Metering:** All residential electrical services in a Town must be individually metered. Meter locations at duplexes and apartments should be ganged into one central location. To the extent determined appropriate, master metering of electric service is prohibited or restricted under the provisions of the federal Public Utilities Regulatory Policies Act of 1978.

¹⁶North Carolina Statute 143-151.42. North Carolina Utilities Commission Guidelines Article 3: R8-9, R8-10, R8-11, R8-12, R8-13, R8-14; Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 113, 115.

Meter Reading¹⁷

1. The Town's meters will be read by a contract person, 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 36 days.

The Town's meter reading schedule is: the 11th through the 18th.

2. If meter-reading corrections are necessary, the Town will promptly make them, and a new bill will be rendered. A credit due a customer from a meter reading error will be posted to the customer's account or a check may be written to the customer. (Provided that customer's account is paid up or is in good standing).

¹⁷North Carolina Utilities Commission Guidelines Article 2: R8-8.

Line Extensions¹⁸

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

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. The cost to the customer will be for any amount that exceeds the cost of the Town's initial, preferred method.

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

¹⁸North Carolina Statutes 160A-331 and 160A-332; North Carolina Utilities Commission Guidelines Article 4: R8-24.

Overhead Line Extension¹⁹

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

Permanent Establishments

1. Permanent/non-seasonal residences:

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

Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the Town upon request of the owner or occupant. No contribution in aid of construction will be required if the Town's standards for extending service are met. The Town's standard is: *services will be free if the distance from the existing supply line to the customer's meter base is no more than 100 feet. (The board will review unusual circumstances.)*

2. Manufactured home parks:

The Town will supply electric service facilities to the park to the point of least-cost. If the customer requests location of the Town's facility at a site other than the least-cost facility, the customer will be asked to reimburse the Town with a contribution in aid for construction. (See the Town's current *Fee Schedule*, Section Seven.)

3. Permanent establishments other than residences:

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

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

¹⁹North Carolina Statute 160A-333.

Temporary Service

1. ***Temporary Construction Service:*** Temporary single-phase service, 120/240 volts, may be furnished for construction purposes relating to establishing permanent service in accordance with the following:
 - a. The customer requesting temporary service must provide a suitable pole and approved meter loop installed at an agreed upon location.
 - b. Temporary service must be located at a site convenient (within 100 feet) to existing facilities, or the cost to install and remove facilities may be charged.
 - c. Upon payment of a temporary service fee. (See the Town's current *Fee Schedule*, Section Seven.)
 - d. Building inspector must approve the installation.
2. ***Other Transient Temporary Service:*** Temporary service will be furnished for service of short duration or transient nature (fairs, carnivals, special events) in accordance with the existing rate schedules of the Town, except that the customer needs to pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used or the temporary construction cost, whichever is greater. An advance deposit of the full amount of the estimated bill for service may be needed.
3. ***Recreational, Weekend, Seasonal Residential Developments, or Large Construction Projects:*** At the request of an owner or developer, overhead distribution primary will be installed upon payment to the Town of a contribution in aid of construction to recover installation costs.

(Options: An amount equal to:
50 percent of:
The Town's total investment in electric utility plant
Plus the cost of service to install
Minus the estimated amount of net margin for sales over a five-year period as determined by standard accounting practices utilized by the Town to provide electric service to the development.)

When requested by owner or developer, the Town will install service lateral to a municipally designated point at the residential unit.

Temporary Service (Continued)

4. ***Other Temporary Services:*** These services are considered to be of incidental nature and not extra facilities.

Single-phase electric service facilities will be extended to establishments of this classification at any location within the service area of the Town upon request by the owner or occupant as follows:

If the establishment is within 100 feet of an existing primary overhead line, no contribution in aid of construction will be required.

(If you require a contribution, the amount should equal one-half of the average cost of primary overhead line extension. Towns should also consider a temporary service rate different from regular rate schedules to offset costs.)

Underground Line Extension²⁰

The Town will extend underground service, upon request, to its customers with a contribution in aid of construction.

Residential Service

1. ***Service to New Developments:*** At the request of an owner or developer, the Town may install underground distribution facilities for service to single residences, apartment houses and condominiums, and in new developments where there is no existing overhead primary service, upon the following terms and conditions:

A contribution in aid of construction will be the difference between the cost of overhead and underground. Incidental loads such as water pumps, swimming pools, club houses, etc., will be considered as individual services. However, the total cost of a special three-phase service to any incidental loads will be charged.

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

2. ***Areas With Existing Overhead Primary:*** At the request of an owner or developer, the Town may furnish and install up to 100 feet of underground primary and service laterals in areas already being serviced with existing overhead primary service when the owner or developer agrees to pay a contribution in aid of construction fee. The conversion of overhead to underground will be at the discretion of the Town's Public Works Director.
3. ***Conversion of Service Drops:*** At the request of an owner, the Town may replace existing overhead service drops with underground service, upon the following terms and conditions:
 - a. The owner may be required to pay a non-refundable charge to remove the existing overhead service.

²⁰North Carolina Statute 160A-333.

Underground Line Extension (Continued)

- b. In addition to the removal charge, the owner may be required to pay an installation charge, as in paragraph 2 above.
 - c. It is the customer's responsibility to accommodate the underground service drop.
 - d. Where the Town's existing overhead facilities are no longer adequate, new underground service may be installed and the customer may be required to pay the difference in cost between overhead and underground service.
4. ***Recreational, Weekend, or Seasonal Residential Developments:*** (Same as overhead but a contribution in aid to construction may be required.)
- a. The Town may furnish and install the transformers, transformer enclosure, primary cable and terminators, primary bus, connectors (including those for secondary), and metering.
 - b. The owner or developer should provide and install all duct and cable for secondary service from the secondary terminals of the transformers or CT cabinet to the service entrance equipment. The owner or developer may be required to provide and/or install the transformer pad, the duct for the primary cable from the pad to the origin of the underground run, and a conduit from the pad to the nearest location appropriate for the installation of a meter. The owner or developer may be responsible for providing and installing cable terminations and splicing in troughs, current transformer cabinets, transformer pads or other junctions.
 - c. All work by both parties will be performed in accordance with specifications of the Town.

Other Requirements Applicable To Any Underground Line Extension

1. Where, due to rock conditions in the soil, the trenching work cannot be accomplished by use of standard trenching machines, any excess cost caused by these conditions may be charged by the Town to the owner or developer. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of those procedures may be charged to the owner or developer.
2. The owner or developer may reimburse the Town for the cost of installing and removing any temporary overhead facilities requested by him.
3. The cost of cutting through and replacing pavement within the development may be at the owner/developer's expense.
4. The owner or developer will furnish, without cost to the Town, necessary easements and rights-of-way and will be required to initially cut and clear those easements. The owner or developer will be required to have the rights-of-way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.
5. The type of construction and the location of the facilities will be at the option of the Town. If the owner or developer desires changes in either location or type of construction, the installations will be made only when the owner or developer pays the Town the estimated additional cost incurred.
6. The Town will have the option of placing transformers above ground, on pads of its specification or design, or underground in enclosures of its specifications or design. The Town will determine the practicality of placement.
7. Shrubs and trees requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the Town and its sub-contractors harmless against any claims for damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.
8. In areas where the work is the Town's responsibility, the Town will take responsibility for re-seeding with common varieties of grass and strawing a grassy area.

Payments/ Contribution In Aid Of Construction

1. All payments for any new installations will be made prior to the beginning of construction by Town personnel.
2. Contributions in aid of construction to be paid by any customer will be calculated based upon the historical cost of materials, historical cost of labor, overhead, vehicle expenses, engineering, administration, and 10 percent contingency.
3. In the event that all or a portion of a temporary line extension requiring contribution in aid of construction is utilized in providing service to a permanent establishment, a refund may be made, providing the permanent establishment is served and the refund applied for within a period of five years from the date of the original extension agreement.

Right-Of-Way And Easements

1. Customers must provide a right of way suitable for the Town to install and maintain its facilities. That right of way must be dedicated and recorded with the Register of Deeds of Perquimans County. The right of way may be in the form of utility easements shown on a recorded final plat, a blanket easement deed, or a dedicated easement deed.
2. When the Town must cross property other than that owned by the customer, the Town will administer the acquisition of the right of way. The customer getting service will be responsible for all expenses necessary to get that right of way.
3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners of the property in question.

**SECTION SIX
ELECTRICAL EQUIPMENT**

Load Management²¹

Qualified customers of the Town (those with controllable appliances) may volunteer for a load management program. The Town will install load control switches only where it is cost effective.

1. Volunteer customers will authorize the Town by phone call, in person, or by mail to install a load control switch on heat pumps, water heaters, or air conditioners. The owner of the premises must agree to have the load management switch installed.
2. The term of acceptance of the switch is unlimited. The switch can be removed any time the customer asks. There is no cost to the customer for removal, if necessary. Accumulated credits will be paid to the customer at the time of removal.
3. The load management switch will be installed by competent, licensed personnel. These installers may be Town employees or independent contractors.
4. The customer voluntarily gives the Town the privilege of interrupting power to the control device for short periods of time in exchange for a monetary bill credit. Bill credits are listed in the Town's Fee Schedule, Section Seven.
5. The customer pays no initial installation costs to receive a switch.
6. The customer pays no ongoing maintenance costs. The Town will provide maintenance at regular intervals and upon the customer's request.
7. The customer assures the Town that access for installation, inspection or testing of the appliance and the Town's equipment will be allowed at a time convenient to the customer, but not exceeding 30 days from the time of the request.
8. A revision to the North Carolina General Statute, effective in October 1990, makes it a misdemeanor to tamper with, bypass or disconnect a load management switch.
9. The Town should encourage customers to call the Town first if they have a problem with a controlled appliance.
10. The controlled appliance should be accessible so a switch can be installed to operate satisfactorily.

²¹North Carolina Statute 160A-323. Public Utility Regulatory Policies Act: Title I, Section 115.

Load Management (Continued)

11. Water heaters will be load managed on a year-round basis with customers receiving a credit per month (or year) on their utility bills.
12. The credit for controlling air conditioners will be based on the months of June, July, August and September. During these billing months, customers will receive a credit, which will be posted on their utility bills.
13. Other controllable appliances may be HVAC units in small and large commercial applications, other pumps and motors. Electric heat in all forms also can be controlled during winter peaks.
14. Credits will be posted against the normal monthly billing of a customer's account. Monthly bills with net credits will be posted to the next month's bill.
Credits from closed accounts will be posted against other accounts the customer may have with the Town before a check is issued to the customer.
15. If a customer has more than one air conditioning unit or more than one electric water heater at one location, switches will be installed on all units.
16. Switches will not be installed in mobile homes unless the owner of the mobile home residence is the owner of the property on which the residence is located and the residence has been secured to a permanent foundation. The residence also must have both central air conditioning and a 240-volt electric water heater having a capacity of 30 gallons or more.
17. The total credits of any monthly bill will not exceed 35 percent of the current monthly bill as calculated on the applicable schedule, exclusive of such credits, nor should the monthly bill be less than the basic facilities charge for the applicable schedule.
18. If a switch is found bypassed more than once, the switch or switches will be removed and the customer informed.
19. If a switch is made inoperable by an unauthorized person, a chargeback will be made to the customer's account for a minimum of one year. If the customer can provide written documentation from a licensed electrician or repairman verifying a specific date when the switch was bypassed, the adjustment can be modified. If the customer has connected to a gas water heater or changed air conditioning or heat pump units, a chargeback would be done from the date of change or minimum of one year if no documentation were provided.

Load Management (Continued)

20. If the Town makes an error and the customer is due a credit, the period of time to pay the credit would be from the date of the error or one year, whichever is greater. Before any credit is given, written notice from a Town service person is required.
21. If damage to switches is deliberate, the customer will pay for a new switch. Each Town should establish a periodic review system to check its switches.

Options For Energy Efficiency

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

1. ***100% Air Conditioner Control Rider:*** Any residential or small general service customer for whom a switch is installed to allow the Town to automatically shut off all electric central air conditioning for the duration of all load management periods during the months of June, July, August and September. The customer will receive a \$20 credit during these months.
2. ***Large General Service Load Management Rider:*** This rider is available for electrical service used by Large General Commercial customers with a monthly demand greater than 100 kW, and for whom facilities are installed to coordinate reduction of demand requirements on the Town's electrical system during load management periods. The customer receives a credit for each kW reduction during the 60-minute interval of the current billing period, which coincides with the monthly peak demand. The minimum demand reduction during the monthly peak is 10 kW to receive a credit.
3. ***Determining the Cause of High Bills:*** Most high bills can be traced to usage in the home or business. Town employees are trained to spot areas of concern and possible savings for customers.
4. ***Energy Efficiency for New Home Construction:*** Customers who are building their homes or professional homebuilders can save money with new energy efficient building techniques. The Town's employees can direct those customers to areas of saving.

Options for Energy Efficiency (Continued)

5. ***Energy Audits:*** An older home or business may have been constructed using good energy standards 20 years ago, but today's higher costs dictate better thermal efficiency standards. The Town's employees can help.
6. ***Security Lighting:*** Outdoor lighting contributes to a safe nighttime environment in the Town. Town employees can explain how each customer can benefit.²²
7. ***Standby Generation Consulting:*** Town employees can help the customer safely install backup generation for critical loads.
8. ***Qualified Generation Policy:*** An option of using a generator to create electricity to reduce the amount of demand, which needs to be purchased during the system peak. The amount of generation for each customer is available on a first-come, first-served basis according to the Town's method of allocation, limited in an aggregate amount of all customers to the Town's own allocation of qualified generation.

²²North Carolina Utilities Commission Guideline Article 10: R8-47.

Security Lighting

Date: _____

Customer's Name: _____

Account Number: _____

Street Address: _____

Town: _____ State: _____ Zip Code: _____

Address of Light Installation: _____

Description of Light:

High Pressure Sodium Other Kind
 400 W HPS 175 W Mercury Vapor

_____ Quantity

_____ Rate Per Month

Installation Date: _____

Term of Contract: _____

By agreeing to install outdoor lighting at the above address, the customer agrees to let the Town's utility department employees install, maintain and repair the outdoor light.

(Signature of Customer)

(Signature of Town's Representative)

Town of Hertford

Power Quality Enhancements

1. ***Uninterruptible Power Supply Systems:*** Customers with personal computers may want to prevent data loss caused by momentary interruptions of power.
2. ***Surge Protection Systems:*** Customers may want to prevent expensive damage to sensitive equipment caused by lightning, storms and other power surges.
3. ***Power Conditioning:*** Businesses can benefit from clean power ideas. Dirty power is electricity, which fluctuates, spikes and surges because of the normal operation of computers and machinery inside a business.

Service Interruptions²³

1. The Town will make all reasonable efforts to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity or by an interruption, if it is due to any cause beyond the reasonable control of the Town.
2. If the customer notifies the Town of an outage condition, the Town's employees will promptly begin to restore the energy supply.
3. The Town will attempt to notify the customer in advance of planned outages for routine maintenance.
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.

²³North Carolina Statute 160A-334. North Carolina Utilities Commission Guidelines, Article 7: R8-40.

Customer-Owned Equipment

1. ***Electric Motors:*** The Town should always be consulted on motor installations. The maximum permissible size depends upon the customer's location on the distribution system and the capacity of the circuit. All motors should be installed with devices, which protect against overload or short circuit.
 - a. For single-phase motors, automatically or manually controlled, which are started frequently, the following maximum locked rotor currents are permissible:
 - 20 amperes at 120 volts
 - 25 amperes at 208 or 240 volts
 - b. For single phase motors, automatically or manually controlled which start infrequently and operate for long periods, the following maximum starting currents are permissible:
 - 40 amperes at 120 volts
 - 50 amperes at 208 or 240 volts
 - c. Any motor which has a horsepower rating not exceeding ten percent of the connected load may be started across the line.
 - d. The Town, upon request, will furnish information regarding (1) higher starting currents which may be permitted for single-phase motors under specific conditions and (2) starting currents, which will be permitted for three phase motors. Such permitted starting currents will depend upon the size of the motor, the frequency of the starting, the character of the customer's load, and the design of the Town's supply systems in the area. This will generally be equivalent to the maximum starting current, which, in the Town's opinion, can be supplied without causing undue interference with service to other customers. Whenever a starting current causes undue interference with service to other customers, the customer shall provide a starting device of a type which will reduce the starting current to the value required to eliminate such interference.

Customer-Owned Equipment (Continued)

2. ***Emergency Generators:*** Where auxiliary or standby emergency generator service is installed by the customer, and approved (by the Town), a double throw switch must be used to prevent possible feedback into the main power line. Parallel operation of the customer's generator will not be allowed except where expressly granted by written contract, and where approved suitable automatic protective equipment and appropriate metering devices are used.
3. ***Power Quality:*** Customers who intend to use equipment that may generate noise, harmonics or surge transience on the Town's distribution system must supply the Town with information regarding the electrical characteristics of the equipment. Customers who create noise, harmonics or surge transience on the Town's distribution system will be responsible, at their expense, for the filtering and elimination of these problems under American National Standards Institute and Institute of Electrical and Electronics Engineers guidelines.
4. ***Protective Devices:*** All protective devices will be installed at the customer's expense.
5. ***Power Factor Corrections:*** Of interest mostly to business customers, the maintenance of a high power factor is of primary importance to the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factors unfavorable to the Town and the customer. Where the overall power factor of the customer's load is less than 85 percent lagging, the Town will require the customer to install, at customer expense, equipment to correct the power factor. The Town reserves the right to measure power factor at any time. The Town can help a business identify power factor correction solutions.

Town owned Property

1. All meters and other equipment furnished by the Town will be the property of the Town.
Damages to this equipment which arise from neglect on the part of the customer will be the financial responsibility of the customer.
2. For the safety of the employees who work on the electric poles, no customer, citizen, person or organization will install or attach any wire, sign, basketball goal or other material to any town owned pole without express written consent of the Town Manager.

The Town's Response To A Customer Cutting On/Off Utility Service

1. It is unlawful for anyone other than a Town's agent to cut on or off utility service (including electric, water, or load management).
2. A service charge will be billed to anyone violating this policy to recover the Town's cost for investigating the complaint.
3. If a meter seal is found to be broken or removed, the Town should investigate to determine if tampering has occurred and then reseal the meter. The customer should be notified of this process.

The Town's Response To Meter And Load Management Switch

Tampering²⁴

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, electric or water theft and fraud to the fullest extent of the law.
2. Load management devices are considered by this policy to be the same as meters. Any damage to these devices will be paid by the customer.
3. A meter tampering investigation charge representing the Town's cost for the investigation and processing of a meter tampering case will be billed to the customer who benefited from the tampering.
4. Any customer may contest these additional charges by calling upon the Town Clerk for a hearing. A hearing will be scheduled before the Town Clerk at any time between the hours of 9 a.m. and 4 p.m. on Monday through Friday except on municipal holidays. Tampering with electric meters and load management devices is prohibited by *North Carolina General Statutes 14-151-1 and North Carolina General Statutes 14-159-1.*

²⁴North Carolina Statutes 14-151.1 and 14-159.1.

North Carolina General Statutes 14-159-1 and North Carolina General Statutes 14-151-1

“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, gas or water or knowingly to use electricity, gas or water passing through any such tampered meter or use electricity, gas or water bypassing a meter provided by an electric, gas or water supplier for the purpose of measuring and registering the quantity of electricity, gas or water consumed.

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, gas or water consumed or which would cause the electricity, gas or water to be diverted from the recording apparatus of the meter shall be the 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 unmetered, unregistered or diverted electricity, gas or water. It is unlawful for any unauthorized person to alter, bypass, interfere with, or cut off any load management device, equipment, or system which has been installed by the electricity supplier for the purpose of limiting the use of electricity at peak-load periods, provided, however, if there has been a written request to remove the load management device, equipment or system to the electric supplier and the electric supplier has not removed the device within two working days, there shall be no violation of this section.”

**SECTION SEVEN
FEE SCHEDULE**

Fees Associated With Utility Service²⁵

Effective Date: _____

| | |
|---|---|
| Residential Utility Deposit bill | Up to two times the monthly average for this location |
| Commercial/Business Utility Deposit | Determined by Town Clerk (Up to two times the monthly average bill for this location) |
| Water Deposit (Water Only Customers) | \$25.00 |
| Security Light Costs: | |
| 175W Fixture With Pole | \$9.24 per month |
| Without Pole | \$8.23 per month |
| 250W Fixture With Pole | \$11.73 per month |
| Without Pole | \$10.73 per month |
| 400W Fixture With Pole | \$17.38 per month |
| Without Pole | \$16.38 per month |
| 1,000W Fixture With Pole | \$39.19 per month |
| Without Pole | \$38.19 per month |
| Returned Check Charge | \$25 |
| Disconnection Fee for Nonpayment | \$10 |
| Reconnection Fee for Nonpayment | \$15 - Before 4:30 p.m.* |
| * After Hours Reconnection Fee is \$45.00 after 4:30 p.m. during the week and from 4:30 p.m. Friday to 8:30 a.m. on Monday (except from Memorial Day to Labor Day - 3:30 p.m. during the week and from 3:30 p.m. Friday to 8:30 a.m. on Monday) | |
| Meter tampering investigation charge | \$100 |
| Delinquent fee for payments: After Due Date | \$7.00 - Accessed on the 11th |
| Meter test charge | \$35.00 |

²⁵North Carolina Statute 160A-314 (A). North Carolina Utilities Commission Guidelines Article 6: R8-33.

Fees Associated With Utility Service (Continued)

Effective Date: _____

| | |
|---|---|
| Temporary Cut-on/Cut-off fee at permanent dwellings | \$10.00 |
| Temporary Construction Service Fee | \$75.00 |
| Underground Service Construction Fee | Determined by the Utility Director for each specific situation. |

CREDITS:

| | |
|---|---|
| Water heater load management credit | \$4.00/month per year |
| Air conditioner load management credit | \$4.00/month June-Sept. |
| 100% air conditioner control rider | \$20.00/month June-Sept. |
| Large general service load management rider | \$10.00 credit for every kW demand reduced during the coincident hour |

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