



Billing and Utility Services Policy and
Procedure Adopted June 14th
Effective July 1st, 2021

ARTICLE 1 - GENERAL

1.1. PREFACE

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

1.2. POLICY STATEMENT

The Town of Landis treats its citizens in a fair and indiscriminate manner, while recognizing the distinct needs and requirements of each customer. To provide uniformity of service, the Town of Landis Aldermen adopted these Customer Service Policies and Procedures. This proposed edition of the Customer Rules and Regulations policy serves as the Town's policy and is a reasonable response to customer needs while meeting the requirements of good business practices for the Town.

The Town Manager is the final authority on this policy.

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

The Town of Landis Utility departments, where applicable, must comply with:

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

The Town of Landis' Utility departments, where applicable, may voluntarily comply with:

- American Water Works Association
- Water Pollution Control Association

The North Carolina General Statutes apply to all Town of Landis Utilities where applicable.

1.3. AUTHORITY *(North Carolina General Statute 160A-312 through 160A-328)*

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

The Director of Public Works is over Streets, Electric, Wastewater, Stormwater and Water Resources. The Director's responsibilities include metering, operation and control of Town utility

lines and utility property. He or she oversees the enforcement of quality for construction, maintenance, and for improvements of the utility system.

The Utility Services Director is authorized to hear customer grievances; and resolve customer issues within the boundaries of the Customer Service Policy. Every customer has the right to appeal the Utility Services Director's decision to the Finance Director. If necessary, the customer may appeal the Finance Director's decision to the Town Manager. The Town Manager is the final authority on this policy.

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

1.4. SCOPE

1. This policy is not meant to be all-inclusive, however it offers direction and guidance for the Town Manager and employees of the Town of Landis.
2. This policy has been adopted by the Board of Aldermen for all customers of the Town.
3. The intent of this policy is to provide the customer, utilities 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. 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 decision with empathy and understanding, listening carefully to the needs and requirements of individual customers.
5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the Town.

1.5. DEFINITIONS USED IN THIS POLICY

1. Board of Alderman -Those officials elected to represent the citizens of the Town as their governing body.
2. Town -The Town of Landis, its elected officials and its employees.
3. EMPLOYEES-The employee of the Town.
4. UTILITY -The Town of Landis Public Utilities (streets, stormwater, electric, water and sewer), unless a specific utility is singled out in this policy.

1.6. APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the Town's offices and on the Town's website, www.townoflandis.com.
2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the Board of Aldermen. Customers are encouraged to seek answers to any questions by calling the Town of Landis Utility Services Department at 704-857-2411.

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

1.7. CONFLICT

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

1.8. WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION

Information on a customer's private utility account is not a public record under North Carolina General Statute section 132-1.1. A customer may complete a Waiver and Release of Private Utility Information which allows a customer's account information to be released to someone other than the account holder. A notary certification may be required if there is a question regarding identity. A sample waiver is reproduced at the end of this document Article 10.3.

ARTICLE 2 - RIGHTS AND RESPONSIBILITIES

2.1 CUSTOMER RESPONSIBILITY *(North Carolina Utilities Commission Guidelines Article 3, R8-9)*

1. Requirement for service:
 - Provide proof of property ownership or proof of lease agreement with property owner.
 - Pay deposit with a rental agreement.
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 Services Department of questions or complaints about service.
5. The utility customer must be aware of Town-owned property at the customer's home/business and safeguard it. Town meters must be made accessible to Town employees at all reasonable hours.
6. Install, maintain and repair the electrical, water, and sewer lines in the home/business.
7. The Town provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy is cause for immediate disconnection of the customer's service following due process (notification).

Customer Rights *(North Carolina Utilities Commission Guidelines, Article 2, R8-6; Article 10, R8-5 J. Public Utility Regulatory Policies Act: Title L Section 115)*

The Town of Landis is not required by the state of NC to subscribe to the NC Utilities Commission Guidelines as Landis is a municipality excluded from NC UCG.

1. If the customer is notified of an impending disconnection for non-payment, the customer may discuss their eligibility for a Payment Extension Contract that will allow them to pay the account in full. The Payment Extension shall be subject to an agreement with the Town's Utility Services Director, at the discretion of the Town.
2. The customer or an agent approved by the customer according to section 1.8 has a right to request, free of charge, historic billing and usage information. If a utility department employee

cannot find any reason for usage changes, the customer may request one free electric meter test per year. A fee will be charged if an electric meter test is requested more than once a year. The customer has a right to results of this test. Electric meter tests are subject to acceptable tolerances (plus or minus 2 percent).

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

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

2.2. TOWN RESPONSIBILITY

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

2. Respond to questions or complaints from customers with prompt and courteous answers.

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

4. Provide conservation information.

2.3. TOWN'S RIGHTS

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

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

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

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

ARTICLE 3 - ESTABLISHING SERVICE

3.1. OFFICE AND SERVICE HOURS

1. The Town's Utility Services Department is located downtown in the Town Hall municipal building at 312 S Main Street, Landis, NC 28088. Office hours are 8 am to 5 pm Monday through Friday. Routine and regular service work will be performed from 8 am to 5 pm Monday through Friday, except for Town holidays. Service work for unusual conditions may be arranged at other times upon request, however there may be an associated charge for the service after hours.

2. Emergency restoration work is performed 24 hours a day, seven days a week. Please call: **704-857-2411** during business hours of 8 am to 5 pm. Press (1) for Town Hall, then (1) for Utility Billing. After Hours Press (1) for electrical related emergencies or press (2) for water related emergencies.

3. Same day service may be granted upon approval of the Utility Services Director or Public Works Director.

Same day service is not available on the days the Town is disconnecting services for non-payment, unless approved by the Public Works or Utility Services Director. Additional connection fees may apply. Please refer to the Town's Fees, Rates & Charges Schedule.

Same day service will only apply to residential customers applying for new service or transferring service by 3:30 pm. Same day service is not available for meter sets.

3.2. REQUEST FOR SERVICE

1. Original application for service: Any customer requesting services must complete an application/ agreement for services. A sample application/contract for services is contained near the end of this policy in Article 10. 7 and 10.8. The customer will be required to show: photo identification, supply a Social Security number (or Federal Tax ID number in the case of a business account), purchaser's closing statement/disclosure or rental agreement (lease), and sign the application. A deed or contract for sale may be required to confirm ownership.

2. Accounting Information Changes: Any changes of account information, mailing address, etc. should be made by the individual listed on the account. A social security number may be required to verify identity.

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

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

5. Place of application: Customers may apply for utility service at Town Hall 312 S Main Street, Landis, NC 28088.

6. Connection Requests: The Town will strive to meet customers' needs for connection of service. New service utility connection is scheduled with the Utility Supervisors on a first come first serve basis.

7. Customers' request for policies: Customers may obtain a copy of the Town's policies on the Town's website, www.townoflandis.com. Customers may also request a verbal explanation of the Town's policies by contacting the Utility Services Department by phone at 704-857-2411.

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

9. Utility tips: Answers to questions about utilities and conservation tips may be found on our website at www.townoflandis.com

3.3. CONNECTION SCHEDULING

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

3.4. PRIOR DEBTS

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

- a) The customer and the person were members of the same household at a different location when the unpaid balance for service was incurred;
- b) The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time; or
- c) The person is or becomes responsible for the bill for the service to the customer. If an amount is owed from delinquent accounts the delinquent balance must be paid before new service is approved. The Utility Services Director may provide a payment plan if there are extenuating circumstances.

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

3.5. CUSTOMER DEPOSITS

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 from leased property 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. A service security deposit will be collected before any leased property service is connected. The deposit will be applied to the final bill for the location. If there is a balance left over the remainder will be sent to the customer in the form of a check.

2. Determining the Deposit: In determining the need for a security deposit, Town employees will give careful consideration to these factors:

- Customer's ownership of the premises to be served.
- Type of service requested.
- History of connects, disconnects and reconnects at the involved premises or the involved customer.
- For customers requiring a deposit regardless of service type, the deposit must be paid and all accompanying paperwork completed prior to the start of service.

3. Future deposits: Any customer whose service is involuntarily terminated for meter tampering will be required to pay a deposit of \$200.00 prior to reconnection of service. This includes all customer accounts.

4. Note to All Customers: Contact a Utility Services employee prior to disconnection. Payment options may be available prior to disconnection which will save the customer from additional fees.

3.6. REFUNDING OF DEPOSITS

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

2. 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.

3.7 ELECTRIC, WATER, STORMWATER AND SEWER RATES

(North Carolina General Statute 160A-314 (A), 160A-323)

Rate Schedules:

1. The Town offers different rate schedules for its utility services. Refer to the rate schedule list to find the rate for a class of service. Complete rate schedules are available to customers upon request. Reference the Town's Adopted Fees, Rates, and Charges Schedule.
2. 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.
3. Choice: Where the customer qualifies for two or more rates, the choice of rates lies with the customer.
4. New customers: New and potential business customers are encouraged to provide the Town Utility Department with the distinct service needs of their facility. The Town may require special conditions and contracts for utility services based upon necessary investment in the utility systems.
5. Competitive rates: The Town's goal is to provide the best possible utility service to all customers at rates which are competitive with other utility providers.

3.8. TAXES

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

3.9. BILLING CYCLE INFORMATION *(North Carolina Utilities Commission Guidelines: RI2-9)*

1. Bills are generally mailed out the first week of each month.
2. A bill is past due if not paid by 5 pm on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 pm on the 45th day from the bill date. An administrative reconnection/disconnection fee and past due balance must be paid before service is reconnected.
5. An additional \$75.00 fee will be charged to all customers who request service to be reconnected after 5 pm. No service will be reconnected between the hours of 9 pm and 8 am. The past due is expected to be paid by noon of the next day or the service will be cut back off and an additional \$75.00 will be charged for disconnection.
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter. This is considered meter tampering. This will incur a Meter Tapering Fee, Meter Cost fee and a deposit for any future meters.
7. Customers who believe a bill is in error or otherwise have reason to protest termination of utility service(s) may contact the Utility Services Department for an informal review with the Utility

Services Director. This will be done at Town Hall between 8 am and 5 pm, Monday through Friday (except on Town holidays) by calling (704) 857-2411 or by emailing utilityservices@townoflandis.com.

3.10. BILLING ADJUSTMENTS

If the Town has overcharged or undercharged a customer for utility service, the Town will correct this 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 by crediting the customer's account. If the time period of the mistake can be determined, the Town shall credit the account for that entire interval, up to three years maximum. If the time period of the overcharges cannot be determined at the sole discretion of the Town, the Town shall refund the excess amount charged without interest for the previous 12 months. If the exact amount of excess charges cannot be determined, the Town shall estimate the credit due. (The estimate shall be determined at the sole discretion of the Town.) If an overcharged customer owes a past due balance to the Town, the Town may deduct that past due amount from any refund or credit due the customer. If an overcharged customer owes the Town on another utility account, the Town will apply the credit to that past due account.
2. If the Town has undercharged a customer for utility services, the Town will collect the amount due. The Town will normally collect the amount in one lump sum, but will allow a payment plan if Town staff determines this is necessary. The Town will limit its collection period to the 12 months before the undercharge was discovered, EXCEPT as provided in section 4 below. If the period of time over which the undercharge occurred cannot be determined, the Town will estimate the amount due. (The estimate shall be determined at the sole discretion of the Town.) No penalties or interest will apply to the undercharged billing adjustments, except as explained in section 4 below. In rare cases, if the Town cannot determine the amount that should be billed the Town reserves the right to not back bill a customer for undercharges. This exception to the normal procedure must be approved by the Utility Services Director or the Finance Officer.
3. If an undercharge has occurred because of meter tampering, the Town may ask for the overdue amount in a lump sum.
4. If a customer admits that any undercharges occurred as a result of the actions of the customer, the Town shall, in its sole discretion, collect the lesser of 1) three years of undercharges or 2) the length of time the customer has maintained the utility account.
5. If the customer has made a connection to the system that was not approved by the Town and/or the connection fees were not paid, the Town will charge the customer the prevailing connection fee as listed in the Town current fee schedule. The charge for connection fees shall be in ADDITION to billing for undercharges. Also refer to Article 8.1 of this policy for charges associated with unauthorized work on the Town's system. The statute of limitations to bring contract claims is three years (G.S.1-52(1))



Date

Re:

NAME

ADDRESS

Landis, NC

Dear Customer:

During the most recent meter reading review, we discovered an error in the monthly billing of your utility account that will result in an adjustment being made in the amount due the Town of Landis. Please contact our Utility Services Department at 704-857-2411 within ten days of the date of this letter to obtain a complete explanation of this error and adjustment.

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

Thank you,

Utility Services

3.11 LEAKS AND WATER LINE BREAKS - ADJUSTMENTS

A. INDUSTRIAL CLASS CUSTOMERS

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

1. Adjustments for leaks are applicable only once per twelve (12) month period measured from the date of any previous adjustments. Adjustments on accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt. In the Town's efforts to encourage customers to repair leaks as soon as the leak is discovered, only the three highest bills associated with the leak will be adjusted, any exception must be approved by the Utility Services Director or the Finance Officer.
2. The customer shall be charged the lowest current water and sewer rate for the amount over the average water consumption for the previous twelve (12) months of occupancy, in addition to the amount of the average bill. The month with the leak will not be considered in

the average calculation. If 12 months of history is not available staff may use the number of months of occupancy available. Staff will communicate the actual number of months used to compute the average to the customer. All water usage will be billed, but at a lower rate. Staff may provide a sample of this calculation upon the customer's request. The lowest rate is the lowest volume rate for industrial classes which are adopted by the Town of Landis Aldermen. Contract rates are not considered for leak adjustments.

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

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

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

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

Ex-

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

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

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

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

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

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

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

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

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

Using the same data as listed above:

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

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

To calculate the dollar amount for your bill, please check the Approved Fees & Charges for the latest fees. An updated Fees & Charges Schedule may be accessed at Town Hall or on the Town's web site, www.townoflandis.com.

B. ALL OTHER CUSTOMER CLASSES, EXCLUDING INDUSTRIAL CUSTOMER CLASS

Customers are responsible for providing proof of repairs in order to receive the leak adjustment. The customer will receive a leak adjustment that will remove the billed charges for the water leak from the sewer bill only. Leak adjustments will be allowed for 30 days prior to repair. Adjustments for leaks are applicable only once per twelve (12) month period measured from the date of any previous adjustments. Adjustments on accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt. The Town encourages customers to repair leaks as soon as the leak is discovered.



Request for Adjustment

Customer Name _____ Account # _____

Service Address _____

City: _____ State: _____ ZIP CODE _____

Mailing Address (if different): _____

City: _____ State: _____ ZIP CODE: _____

Explanation for Adjustment:

Date of Repair: _____

Signature of Requestor: _____ Date _____

Adjustments will not be made without proof of repair. Adjustments will only be made for up to a maximum of 30 days prior to proof of repair. Adjustments are not approved for continuous running commodes or water that has run through the Town's sewer lines.

DO NOT WRITE BELOW THIS LINE – UTILITY SERVICES OFFICE ONLY

Water Supervisor Remarks:

Supervisor Signature _____ Date: _____

Service Code: _____

Date Received: _____ Received By: _____

Adjustment request forms can be downloaded from townoflandis.com or by visiting the Utility Services Department at 312 S Main Street Landis, NC 28088. Once the form is received by the Utility Services Department it will be reviewed by both the Water Department Supervisor and the Utility Services Director. An approval or denial for your request will be communicated within 5 to 7 business days from your original request date. This communication attempts are as follows:

- First attempt is to call the requester
- Second attempt is to hang the door with a Town of Landis Door Hanger
- Third attempt is to mail a notification.

If you have any questions or concerns regarding the use of this form or about the Utility Services Director's decision contact the Utility Services Department at 704-857-2411. All requests

reviewed are done so fairly and are regulated by the policy and procedure found on page 18 of the manual.

If you request an appeal your request will be reviewed by the Finance Officer. If you should choose to make a second appeal your request will be reviewed by the Town Manager. The Town Manager is the final authority.

3.12. DROP BOX FOR PAYING AFTER HOURS

For customer convenience, a drop box is located on the back corner of Town Hall at 312 S Main Street, Landis, NC 28088. A check and billing stub may be deposited in the box. For added security, please do not deposit cash in the after-hours depository. If you do not have an envelope a courtesy envelope may be provided. Payments put in the box after 8am will be considered next-day payments.

3.13. AGREEMENT EXTENSIONS 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. If the payment extension request exceeds 2 weeks the customer must come to Town Hall and sign a **Payment Extension Contract (Section 9.3)**. All other agreements may be made by contacting Utility Services at 704-857-2411.

3. Limit: No-extensions will be given on the first bill. Payment Extension Agreements should normally not exceed two weeks. Any Payment Extension that exceeds two weeks, but does not exceed six months, must be approved by the Utility Services Director. Payment Extension Contracts that exceed six months must be approved by the Finance Officer or the Utility Services Director. If the Payment Extension Contract has been successfully completed, according to its terms, another Payment Extension Contract may be granted if all previous Payment Extension Contracts were honored. A customer should have no more than one Payment Extension Contract per quarter. A customer may secure more than one Payment Extension Contract within a quarter only if approved by the Town Manager. Payment Extension Contracts are intended to aid the customer to pay their bill to a current status, not to allow the customer to only pay a small amount while the bill continues to increase to an amount that the customer will never be able to pay.

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

5. Who qualifies for a Payment Extension Contract: Each customer's history will be reviewed to determine if a Payment Extension Contract is warranted. A customer will not receive more than one Payment Extension Contract per quarter (unless approved as described above). A customer also will not be eligible for a Payment Extension Contract in the preceding quarter if their current Payment Extension Contract was not satisfied.

6. Late Fees: Payment Extension Contracts do not eliminate the late fee that will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 25th day of the month following the bill date. Fees will be applied on the 26th unless the 26th falls on a weekend or holiday. In that circumstance the charge will be on the next business day.

1. Optional customer assistance: Customers being assisted by Rowan County, Department of Social Services and local crisis intervention center may be exceptions to this policy.

3.14. RETURNED CHECKS

1. Services are subject to disconnection for returned checks.
2. A service charge, as established by The Board of Aldermen, is added for each returned check. Fees are listed in the current Rate Schedule.
3. When a check is returned by our bank, the customer will be notified by letter.
4. The customer is required to pay the amount of check plus the service charges and any deposit required within 10 days from the date of the notice. No partial payments will be accepted. If the customer fails to respond within 10 days, service will be disconnected and an administrative charge will be added. To be reconnected, all charges must be paid in full by cash, money order, or credit card. No checks will be accepted for a returned check.
5. If the Town receives two returned checks from one customer within 60 days, the customer will be put on cash only status for a period of one year. The customer may request a review of their account at the end of twelve months, if no delinquencies or disconnections occurred within that time period, the customer may be removed from the cash only status.

3.15. FILLING SWIMMING POOLS

1. A customer may hire a tanker to haul water from a Town approved connection. Please refer to Town's Fees, Rates & Charges Schedule for Water Tanker rates.
2. A customer fills the pool through existing residential meters: The cost of filling the pool will be at the residential rate as reflected in the Town's Fees, Rates & Charges Schedule. Wastewater charges are adjusted if the Pool fill form is completed and sent in prior to the 25th of the month to be effective on that month's bill. The Town of Landis Pool Fill Adjustment Policy includes:
3. Fill must be for 1,000 gallons or more
4. Only one pool filling adjustment is given per year for each address
5. The adjustment will be for the sewer portion that is above normal usage
6. The average will be calculated using the average water usage for the last three months
7. If the Town has adopted Mandatory Water Restrictions, these restrictions should always be reviewed before filling pools.

The below form is available at Town Hall Utility Services and online at townoflandis.com.



Pool Filling Adjustment Form

Name: _____
Address: _____
Account Number: _____
Phone Number: _____
Date Pool was filled: _____
Signature: _____

Town Of Landis Pool Fill Adjustment Policy

- Fill must be for 1,000 gallons or more
- Only one pool filling adjustment is given per year for each address
- The adjustment will be for the sewer portion that is above normal usage
- The average will be calculated using the average water usage for the last three months

Email this form to UtilityServices@townoflandis.com or bring completed form to the
The Utility Services office at City Hall, 312 S. Main St.

Utility Services Office Use Only

Processed By: _____ Date: _____

3.16. IDENTITY VERIFICATION

The Town requests an applicant's social security number and driver's license or state identification for verification of identity, to perform a credit check, and the number may also be used to collect any debt owed to the Town. There is no statutory or other authority requiring a customer to give their social security number, but if the customer elects not to disclose that information the customer will need to complete the ID Verification Form. The form must be completed and notarized in order to ensure service is not disconnected. The form may be found in Article 10 of this document.

ARTICLE 4 - SERVICE OPTIONS

4.1. OPTIONS FOR SERVICE

1. Customer education series: The Town may share on the website public information regarding the operation of Town services. Tips on energy conservation and best practices for seasonal maintenance.

2. After Hours Emergency Service: Employees of the Town are on 24-hour call for emergency service. **Please call 704-857-2411. Select 1 for an electrical emergency or 2 for a water emergency.**

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. Leave a phone number when reporting the outage.

4.2. DIFFICULTY IN PAYING BILL

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

- Department of Social Services: (704) 216-8330
- Cooperative Christian Ministry: 246 Country Club Drive Concord, NC 28025, (704) 786-4709
- Salvation Army: 216 Patterson Avenue, SE Concord, NC 28025, (704) 782-7822
- Rowan Helping Ministries: 704-633-5771

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

4.3. OPTIONS IN BILLING PAYMENTS

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

- Online Bill Pay (Mygovhub.com) on the Town of Landis' website. Fees apply to cover the cost of this service from the credit card company.
- Bank Draft (as described below)
- Front Cashier Window of Utility Services (Monday-Friday 8am-5pm)
- Inside Town Hall (Monday-Friday 8am-5pm)
- Call Town Hall (Monday-Friday 8am-5pm) 704-857-2411, press 1, then press 1 again
- Drop Box: 24 hours a day at the back of Town Hall

4.4. BANK DRAFT 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, saves a trip to Town Hall, or the cost of a stamp.

The draft date will be the 15th of each month. This will allow the customer time to verify or question the utility bill.

Customers can enroll in the bank draft program by downloading the Bank Draft Form from the townoflandis.com website and emailing the completed form to utilityservices@townoflandis.com or returning it to Town Hall. The form is also available at Town Hall: 312 S Main Street, Landis, NC 28088. By including a voided check with your form you ensure the Town has the necessary account and routing numbers for drafting purposes.

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

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

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

2. Disconnection Scheduling: Disconnection from the Town's utility system will normally be performed on the next working day following the request. Disconnection Scheduling of Commercial and/or Industrial Electric Service: Any customer requesting discontinuance of service will inform the Utility Services Department of the location, date service is to be disconnected and the forwarding mailing address for the final bill. If the account has a set billing demand charge, the service must be physically disconnected for a minimum of 5 business days in order to reset the demand to zero. Otherwise the demand set for that account will remain in place and the 12-month ratchet will still apply. In order for the service to be re-established refer to Section 3.2 Requests for Service in this manual.

FINAL BILL: A customer's final bill will be mailed with the next billing cycle in the first week of the following month.

5.5. CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE

Request for Review:

The customer has the opportunity to request a review on disputed bills. Any customer desiring a review may contact the Utility Services Director at Town Hall, or by telephone (704) 857-2411. Reviews may be scheduled between 9 am and 4 pm, Monday through Friday except on Town holidays. The complaint may be presented orally or in writing by emailing utilityservices@townoflandis.com. Once the review is completed the Utility Service Director will contact the customer by phone or written email response. If a customer chooses to appeal the decision given they may do so by requesting a second review by the Finance Officer. If a third appeal is made it will be reviewed by the Town Manager for a final decision.

5.6. CUSTOMER'S RIGHTS REGARDING DISCONNECTION

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

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

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

1. 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 in the Establishing Service part of this policy.

C. Upon discovery of meter tampering including by-passing the meter or altering its function. See Town Fees, Rates and Charges Schedule for charges. Re-Inspection is non-negotiable and must be done to get services turned back on.

D. Failure of the customer to permit Town employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are violations of Town policy.

E. Use of power for unlawful reason.

F. Discovery of a condition which is determined to be hazardous or unsafe.

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

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

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

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

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

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

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

The Town of Landis disconnection method applies to all Town utilities. Partial payments will be allocated as follows:

1) Taxes due to the State of NC

2) Penalties

- 3) Garbage - Service
- 4) Facility Fee - Service
- 5) Water - Service
- 6) Sewer - Service
- 7) Stormwater - Service
- 8) Firewater - Service
- 9) Electricity - Service

5.9. DISCONNECTION OF PRIOR DEBTS

The Town can disconnect customers with prior debts only if:

The current services are in the name of the customer(s) with the prior debt.

The Town has already notified the customer by stating the standing disconnect date of the 15th on the current monthly billing. This notice is to inform customers that if the bill is 45 days past due they will be disconnected.

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

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

ARTICLE 6 – ELECTRIC CONSTRUCTION AND METER GUIDELINES

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

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.

The standard secondary voltages are:

(Samples)

Single phase, 3-wire, 120/240 volts

Three-phase, 120/208 volts

Three-phase, 240 volts

Three-phase, 277/480 volts

The Town adopts the American National Standard Utility Voltages C84.1-1982.

6.2. CUSTOMER DELIVERY POINTS

1. It is the customer's responsibility to provide a location for service connection delivery points.
2. The Town must be granted an easement of its selection and the right of continuous access to its facilities for the purpose of installation, maintenance and meter reading. The Town also has the right to secure and lock its facilities to prevent interference by any unauthorized parties, including the customer or his/her employees.
3. The Town will need space for the installation of wiring, poles, crew, 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. In some cases the only space available is indoors where the customer will have to dedicate space inside a building. The customer will have to bear the expense of constructing the space to meet electrical, fire, explosion and ventilation code requirements. In some cases the customer will need 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 the 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 requests, if the customer supports the extra expense with a contribution in aid of construction. (Delivery Point).
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, meter base and other metering facilities. The customer will usually be asked to install the meter base since this is often the point of connection to the customer's wiring. Also, the customer must provide a suitable location for the meter. The Town may ask the customer to provide a one-inch conduit from a transformer pad to the meter location.
 - c. The customer will provide overhead riser, weatherhead and conductor to meet building codes and the National Electric Safety Code. The 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 for all commercial and industrial customers is to be located on the customer's property and a pad mounted transformer is required, the customer will be responsible for providing a reinforced concrete transformer pad according to the 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.

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. The customer will be responsible for providing a cleared and finished grade within six inches of final grade condition. The customer must provide the specific location of all property lines before construction can begin. The 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, rock blasting, gullies, walls and other conflicting utilities), the customer will be asked to support the extra expense with a contribution in aid of construction. The Town may agree to share its trench with other utilities provided that the customer and other utilities make suitable arrangements to meet the Town's construction schedule and safety requirements and agree to finish and tamp the trench to within 95 percent of original compaction.

5. The customer must inform the Town 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, Ferro-resonance 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. If this is not available this is at the customer's expense.

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

7. Abase meters are not in compliance with the Town of Landis Policy and Procedure and if there is a meter failure or disconnection it is the responsibility of the resident to replace the meter box to current standards for an AMI meter.

8. Non-AMI meters are not in compliance with Town of Landis Policy and Procedure and if there is a meter failure or disconnection it is the responsibility of the resident to replace the meter box to current standards for an AMI meter. A Non-AMI meter will be given in an emergency situation as a temporary fix during afterhours if a meter opens up/overheats. However it is the resident's responsibility to have proper maintenance done within 30 days of the meter opening up for an AMI meter to return to the location.

6.3. 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 when it is of the same voltage/

amperage. A relocation of a higher voltage or amperage for increased loads can be negotiated to terms of current costs of labor and materials with the Town Manager.

6.4. EXTRA FACILITIES

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

2. 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 charge. The extra facilities charge will be billed upon completion of installation and will be payable upon receipt.

(For example: more than one delivery point on a contiguous piece of property, more than one service voltage at a delivery point, extra transformer capacity for across-the-line starting of motors, backup or redundant delivery systems, extra metering features, special poles, switch devices, decorative fences, etc.)

3. At completion of the project, the customer will receive a separate invoice from their monthly utility billing that details out full cost of the project, less the deposit and the new total due upon receipt.

4. A second delivery point must be of an increased or decreased voltage or amperage. The Town will not approve additional of the same voltage or amperage.

5. 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.

6.5. MINIMUM WIRING REQUIREMENTS

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

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

6.6. THREE-PHASE SERVICE

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

6.7. LOCATION OF METER (MOBILE HOME)

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

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

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

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

3. Master Metering: All residential electrical services in a Town must be individually metered.

Meter locations at duplexes and apartments should be ganged into one central location. NOTE: Master metering of electric service is prohibited or restricted under the provisions of the Federal Public Utilities Regulatory Policies Act of 1978.

NOTE: Meter Testing is done either by direction of the Landis Public Works Department or, if requested by a customer, the first test is free and all tests after that have fees attached. See Rates & Fees for details.

6.9. METER READING Meters cannot be covered or obstructed. Access & Radio frequency is established by meter box areas being properly maintained.

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

2. The Town's meter readers use modem meter reading equipment and techniques. If meter reading corrections are necessary, the Town will promptly make them. A credit due to a customer from a meter reading error will be posted to the customer's account or a check may be written to the customer, if their account has been finalized.

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

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.

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

6.11. OVERHEAD LINE EXTENSIONS (North Carolina General Statute 160A-333) Application for electric service will be classified into one of the following defined classifications, and overhead service will be extended accordingly:

Permanent Establishments

- Permanent/non-seasonal residences:

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

Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the 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.

2. Mobile Homes:

Mobile homes will be considered a permanent residence, and service will be extended provided that:

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

3. Permanent establishments other than residences:

This classification includes schools, public buildings, churches, commercial and industrial establishments, controlled environment livestock and poultry housing, or any other establishments determined by the 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.

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

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

- a. The customer requesting temporary service must provide a suitable pole and approved meter loop installed at an agreed upon location.

- b. Temporary service must be located at a site convenient to existing facilities (i.e., equal to or less than 100 feet), or the cost to install and remove facilities may be charged.
- c. Upon payment of a temporary service fee. (See Town Fees, Rates and Charges Schedule)
- d. Must be inspected prior to connection.

2. Other Transient Temporary Service

Temporary service will be furnished for service of short duration or transient nature (fairs, carnivals, special events) in accordance with the existing rate schedules of the 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 required. (See Town Fees, Rates and Charges Schedule)

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

4. Other Temporary Services

This classification includes barns, grain bins, water pumps, camp houses, and individual seasonal residences, residences of a non-permanent nature and mobile homes and other similar services that are considered to be of incidental nature. Single-phase electric service facilities will be extended to establishments of this classification at any location within the service area of the 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.

6.13. UNDERGROUND LINE EXTENSION

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

Residential Service

1. Service to New Developments

The developer is responsible for primary distribution to the development. The Town will provide secondary service directly to the customer (resident).

2. Areas with Existing Overhead Primary

At the request of an owner or developer, the Town may furnish and install underground primary and service laterals in areas already being serviced with existing overhead primary service when the owner or developer agrees to pay a contribution in aid of construction fee. The conversion of overhead to underground will be at the discretion of the Town Manager.

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.
- 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.**

6.14. OTHER REQUIREMENTS APPLICABLE TO ANY UNDERGROUND LINE EXTENSION

1. Where, due to rock conditions in the soil, the trenching work cannot be accomplished by use of standard trenching machines, any excess cost caused by these conditions shall be charged by the 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 shall 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 shall be at the owner/developer's expense.
4. 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.

6.15. RIGHT OF WAY AND EASEMENTS

1. Customers shall provide a right of way suitable for the Town to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements. In addition, for the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, the Town shall also have the right of ingress to and egress from the easement over the property of the customer adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to the customer. That right of way must be dedicated and recorded with the appropriate register of deeds. The right of way may be by utility easements, a recorded final plat, a blanket easement deed, or a dedicated easement deed.
2. When the 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 obtain the right of way.
3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners in question.
4. 15-30 ft. easement is considered an expectation and will be evaluated as needed.

6.16. DISCLAIMER

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

6.17. SAMPLE UTILITY DEED BETWEEN MARRIED INDIVIDUALS AND THE TOWN

PREPARED BY:

NORTH CAROLINA

COUNTY

THIS UTILITY EASEMENT DEED, made this ___ day of _____, 2____, by and between _____ and wife, married individuals whose mailing address is _____

(Collectively, the "Grantor") and _____; a North Carolina Town corporation whose mailing address is _____

(The "Grantee"). The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

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

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

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

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

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

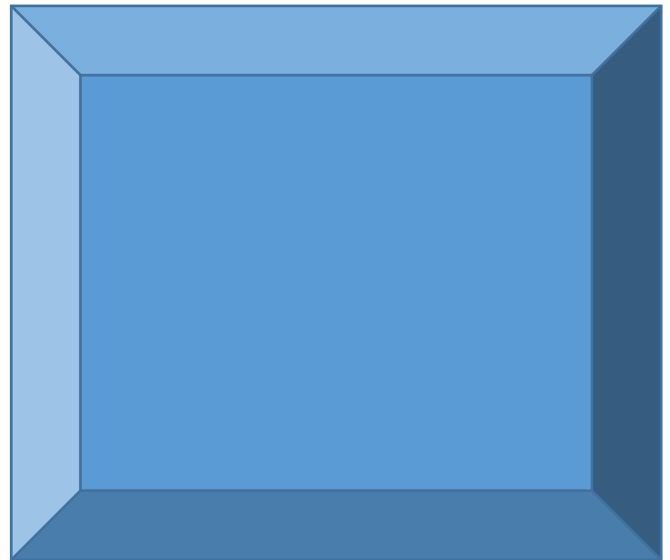
The cash consideration paid by Grantee and accepted by Grantor is in full and total payment for the easement, for all trees, undergrowth, improvements or other obstructions, natural or manmade within the perpetual easement that have been or will be removed or damaged, the construction easement and for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

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

TO HAVE AND TO HOLD the said rights and easements together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, perpetually unto Grantee for the aforesaid purposes. And Grantor covenants with Grantee, that Grantor is seized of the above described easements, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the above-described easements, rights and privileges, that Grantor has the right to convey the same and will defend such possession, use and enjoyment against the lawful claims of all persons whomsoever; and that Grantor shall execute such further assurances thereof as may be required.

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

_____ Seal
_____ Seal



ARTICLE 7 - ELECTRICAL EQUIPMENT

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

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 energy efficiency options for its customers.

1. Security Lighting: Outdoor lighting contributes to a safe nighttime environment in the Town. Town employees can explain how each customer can benefit.
2. Stand-by Generation Consulting: Town employees can help the customer safely install back-up generation for critical loads.

7.2. POWER QUALITY ENHANCEMENTS:

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

7.3. SERVICE INTERRUPTIONS *(North Carolina General Statute J 60A-334. North Carolina Utilities Commission Guidelines, Article 7: RB-40)*

1. The Town will make a good faith effort to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity or by an interruption.
2. If the customer notifies the Town of an outage condition, the Town's employees will make a good faith effort to restore power.
3. Prolonged service interruptions due to maintenance and construction may sometimes be necessary. In some instances, where safety is a concern, the customer may be required to have premises inspected by local authorities. Whenever service interruptions are planned, the Town will attempt to notify the customer in advance. The Town may use a variety of available methods for notification.

7.4. SAMPLE DOOR HANGER FOR UTILITY NOTIFICATION

TOWN OF LANDIS
312 S MAIN ST
LANDIS, NC 28088
704-857-2411

Date _____

Name _____

Address _____

Town _____

Notes:

Our Representative called today:

Please Contact Town Hall

If Disconnected, Reconnection fees are:

\$75/ M-F 8-5pm

\$150 after hours and holidays

7.5. 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.

(Each Town should establish a maximum motor size that it will allow to be connected to its system and for which it will provide motor current starting. Motors larger than the designated size must have some form of reduced current starter.)

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

3. Power Quality: Customers who intend to use equipment that may generate noise, harmonics or surge transience on the 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 shall require the customer to install, at customer expense, the equipment to correct the power factor. The Town reserves the right to measure power factor at any time. Town engineers can help a customer identify power factor correction solutions.

6. Citizens with Town power are required to have electrical boxes that are up to current standards and adapt to the town-owned AMI meters.

7.6. PROPERTY OWNED BY THE TOWN

1. All meters and other equipment furnished by the Town will be and shall remain the sole 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.

3. 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.

4. Any customer may contest these additional service charges by calling the Utility Services Department for an account review. A review will be scheduled with the Utility Services Director at any time between the hours of 8 am and 5 pm on Monday through Friday, except on holidays.

5. The town of Landis uses AMI meters and does not employ meter readers. All customers must have up-to-date electrical wiring and meter boxes. All citizens were informed in 2018 that if they have an old style meter, non-AMI in any way, and the meter fails they must upgrade their home to be compatible with the AMI Meter. If you lose power and the town provides you with a temporary meter you will be given notice that you have 30 days to make the necessary changes to

your wiring/meter box for your AMI meter to be reinstalled. Otherwise, you are forfeiting your power agreement with the town of Landis. A door hanger may serve as notice in lieu of an official letter during afterhours or holidays.

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

7.7. THE TOWN'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE

(North Carolina General Statute 14-151.1 and 14-159.1)

1. It is unlawful for anyone other than a Town's employee or its agent to cut on or off utility service.
2. If a meter seal is found to be broken or removed, the Town shall investigate to determine if tampering has occurred and then reseal the meter. The customer shall be notified and charged tampering fees. (See Town Fees, Rates and Charges Schedule)

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

1. Tampering with a meter or bypassing a meter is the same as stealing. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. The 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. Any customer may contest these additional service charges by calling upon the Utility Services Department for an account review. A review will be scheduled with the Utility Services Director at any time between the hours of 8 am and 5 pm on Monday through Friday, except on holidays.

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

7.9. INSPECTIONS

1. Any electric account that has been in a vacant or inactive status for one (1) year or longer, shall require an electrical inspection by the Cabarrus County or Rowan County Inspection Department before the power will be restored. The Town of Landis reserves the right to request an electrical inspection on any electric account that has been vacant or inactive for less than one year if the Town of Landis feels any safety issues are in question.
2. Any electric account that has been de-energized, due to unsafe conditions, shall require an electrical inspection by the Cabarrus County or Rowan County Inspection Department before power will be restored.

7.10. DISCOVERY OF SUB-METER

If the Town discovers a meter service point that is already metered in another location at the same service address, a refund may be due if the Town has been charging for usage at both

meters. If the Town confirms that the sub-meter was being metered at another meter point, then the Town Manager may approve a credit for the time period that the customer has been over billed. If the time period of the mistake can be determined, the Town shall credit the account for that entire interval, per Town Manager approval.

ARTICLE 8 – WATER AND SEWER CONSTRUCTION AND METERING GUIDELINES

8.1. GENERAL RULES

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

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

c. Unauthorized Work on System. No unauthorized person shall tamper with, work on, or in any way alter or damage any Town of Landis Utilities Department water or sewer facility. This shall include the removing of manhole lids, the opening or closing of valves, turning on or off of hydrants, or causing any water, not legally paid for, to flow from the system. No person except authorized employees or agents of the Town of Landis Utilities Department/ Public Works shall cut into or make any connection to the system. The offending person or persons shall pay all costs attributable to such tampering, as well as being subjected to all penalties as prescribed by the North Carolina General Statutes 14-159.1 and the Town of Landis current fee schedule. For full explanation of Town fees, refer to the Town of Landis current Adopted Fees, Rates and Charges Schedule.

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

e. Maintenance by Customer

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

2. Sewer. The customer shall be responsible for the maintenance of all plumbing, from the sewer main connection into and including the plumbing which serves the structure; and the Town of Landis Utilities/Public Works Department shall have the right to discontinue service to any property that does not maintain the plumbing or abide by the North Carolina Plumbing Code. Fur-

ther, should a customer require sewer service in which the dwelling floor level is below the elevation of the upstream manhole, a backwater valve will be required in accordance with the North Carolina Plumbing Code. In the event a customer requires sewer service in which the dwelling floor level is below the gravity flow level of the collection main, the customer shall be responsible for installing any necessary approved device(s) to pump wastewater to the collection main in accordance with the North Carolina Plumbing Code. It shall be the customer's responsibility to bear any expense associated with the purchase, operation or maintenance of these devices.

f. Liability of the Town of Landis Utilities Department. The Town of Landis Utilities Department shall not be liable to consumers, owners or any person for the failure to furnish service for any purpose or under any conditions, or for any damage that may result from the interruption of service from the Town of Landis Water or Sewer Systems, even though notice of the interruption of service had not been given. It should be understood that an attempt shall be made to notify the customer of any interruption of service prior to commencement of any work.

g. Meters. All meters shall be owned by the Town of Landis Utilities Department, whether purchased or furnished by the Town of Landis Utilities Department or others. The Town of Landis Utilities Department reserves the right to remove the seal and interfere with the meter for causes deemed justifiable by the Town of Landis Utilities Department.

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

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

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

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

I. Easements or Rights of Way.

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

m. If an MXU or radio signal device connected to your water meter. This device permits off-site **meter** reading via radio signals for the Town of Landis Utility Services. If this equipment is damaged on your property and a replacement will be issued at no charge. However, any additional MXU replacement beyond that will be a \$150.00 charged to your utility bill. If you have any questions please call Utility Services Department.

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

8.2. SERVICE REGULATIONS

1. Application for Service.

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

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

c. Current residents with established water/sewer are grandfathered into the updates to our water/sewer policy. If in event of equipment failure or property ownership changes all repairs and new accounts must comply with current policy and procedure for water/sewer in The Town of Landis.

2. Minimum Service Charge.

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

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

c. Minimum service charge for sewer service as listed in the rate fee schedule will commence immediately after installation and connection is ready for use, regardless of whether service is actually used at that time. The only exception is commercial construction Sewer which will not be charged until residence is established.

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

Water for Sale to Other Public Utilities.

Raw Water is subject to rates listed on the current rate schedule. Existing raw water customers will continue to be serviced at this rate. Any additional requests will be contingent on location and availability. Contracts will be required.

Meter Reading and Determination of Charges.

- a. Meters will be read and bills rendered in accordance with the Billing Policy of the Town of Landis Utility Services Department. However, the Town of Landis reserves the right to vary this schedule if necessary or desirable.
- b. Where there are multiple dwelling units on one lot, unless separate meters are installed for individual dwelling units, the property owner or landlord shall be responsible for the bill for meters jointly used by one or more tenants.
- c. Readings from different meters will not be combined into one account for billing.
- d. A charge shall be made for all water passing through the customer's meter.
- e. Bills for water or sewer service shall be calculated in accordance with the rate schedule in effect at the time of billing.
- f. Raw water customers must have a metering system installed at the customer's expense. Readings will be taken/supplied monthly.

Meter Testing.

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

Calculation of Bill Where Equipment Fails.

- a. If the seal of the meter is broken by other than Town employees or in the event that the meter fails to register the accurate use of water, the customer shall be charged or credited the amount computed using the following formula for the period in which the meter failed to register accurately:
 1. Refer to Article 3, Section 10 & Section 11, located in this policy.
- b. In the case of a proven leak on the customer's plumbing which measures 100% above average consumption, the customer shall be charged the amount computed using the following formula:
 1. Refer to Article 3, Section 10 & 11, located in this policy.

Prohibited Activities.

No unauthorized person may:

- a. Supply or sell water from the Town of Landis Utilities/Public Works Department System to other persons or carry away water from any hydrants or other such public outlet without specific authorization from the Town of Landis Utilities/Public Works Department.
- b. Manipulate, tamper with, or harm in any manner whatsoever any water line, sewer line, main, or appurtenance or any other part of the water or sewer system, including, but not limited to, any testing or inspection device used to measure the character or concentration of wastes discharged into the sanitary sewer system.

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

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

Tampering with water/sewer meters is prohibited by

North Carolina General Statutes 14-159.1 and North Carolina General Statutes 14-151.1

8.3. TOWN OF LANDIS UTILITIES DEPARTMENT AND CUSTOMER RESPONSIBILITIES

Town of Landis Utilities Department's Responsibility and Liability.

The Town Utility Services/Public Works Department shall:

a. Maintain the water and sewer mains within the Town of Landis Utilities/Public Works Department's rights of way and easements.

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

c. Assume liability for damage only if such damage results directly from the Town of Landis Utilities/Public Works Department's activities.

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

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

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

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

h. Have no intent to work upon private property, accept on occasions where customers request the Town of Landis Utilities/Public Works Department to assist with repairs which resulted from the Town of Landis Utilities Department's activities. The customer shall release the Town Public Works/Utilities Department from any and all liability for such work by signing a consent to work form. It should be understood that the customer may be responsible for all costs associated with this repair.

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

Customer's Responsibilities. The customer shall:

a. Guarantee protection for Town of Landis Utilities/Public Works Department facilities or equipment located on the customer's property.

b. Pay the cost of relocating Town of Landis Utilities/Public Works Department owned facilities and equipment if done at the customer's request.

c. Be responsible to the Town of Landis Utilities/Public Works Department for damage to Town of Landis Utilities/Public Works Department property that is caused by the customer. The customer will be billed for repairing or replacing such property.

d. Water.

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

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

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

e. Sewer.

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

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

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

8.4. SERVICE CONNECTION TO THE WATER AND SEWER SYSTEM

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

Plumbing Permit for Construction.

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

Application for Plumbing Permit.

Every application for a plumbing permit shall be obtained through the Rowan County or Cabarrus County Building Inspection Department.

Construction of Connections.

a. The customer may request the location where the service may be placed on their premises; however, the final decision for service placement lies with The Town of Landis Utilities/Public Works Department.

b. When the service is to be placed on the customer's premises, the customer shall provide a suitable location for placing the service, unobstructed and accessible at all times to the Town of Landis Utilities/Works Department. There must be proof of dedication of a right-of-way prior to installation of the service.

c. The customer's piping and appurtenances shall be installed at the customer's expense in accordance with all applicable building and plumbing codes and Town of Landis Public Works Department's regulations and in full compliance with the sanitary regulations of the State Department of Health Services.

d. Piping on the customer's premises shall be so arranged that the connections are conveniently located with respect to the Landis Public Works Department's mains.

Separate Connections Required for Each Lot.

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

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

1. A separate connection to the water main of the Town of Landis Utilities/Public Works Department a

2. A separate connection to the sewer main of the Town of Landis Utilities and a separate service pipe, tap and meter for each structure as defined by land use.

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

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

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

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

Time and Material Service Estimates.

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

- a. If the connection is made by an approved licensed utility contractor to the main owned by the Town of Landis, the connection may be made only after a one time application fee has been paid in advance of any work. Once this fee has been paid and service connection approved by the Town of Landis Utilities/Public Works Department, any and all work shall be done under the direct inspection of the Town of Landis Utilities/Public Works Department. All connection requirements shall be in accordance with the standards of this policy and specifications of the Town of Landis Utilities Department.
- b. If the customer requests the Town to make this connection, the customer shall be responsible for paying the one time connection fee in advance, and then be responsible for paying for all time and materials required for the connection. Estimates for time and material shall be provided upon customer request. After design approval, an estimate for time and material for the service installation shall be provided to the customer within ten (10) working days from receipt.

Ownership of Services.

All meters, meter boxes, service laterals, pipes and other equipment furnished and used by the Town of Landis Utilities/Public Works Department or its contractors in installing any water or sewer connections shall be and remain the property of the Town of Landis Utilities/Public Works Department

The Town reports standard pieces of information monthly to NC Debt Set Off regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, and payments from the consumer.

Thus, the ability to dispute items directly with the Town does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting the Town directly on behalf of a consumer. A letter is sent to finalized customers that have gone 90 days without payment. The account holder has 30 days to pay the Town directly for fees and or service usage. Once 30 days have passed the debt collection information is turned over to: N.C. Local Government Debt Setoff Clearinghouse

ARTICLE 9 - OTHER FORMS AND ATTACHMENTS

9.1. ACCEPTABLE FORMS OF IDENTIFICATION POLICY

Purpose: The Town of Landis has developed this policy to prevent identity theft, while balancing the desire to process utility applications in an efficient and effective manner.

Procedures: Valid identification shall mean that the identification provided is not expired, not altered in any way, and genuinely represents the person who provided the identification.

In response to the growing forms of valid identification presented to the Utility Services Department of the Town of Landis for applying or transferring service, the following guidelines may be used by staff to determine proper identification.

1. **Acceptable forms of valid identification**
 - a. Driver's Licenses
 - b. International Driver's Licenses
 - c. United States Passports

- d. Non Driver Identification Cards (N.C. & Other States)
- e. Federal Identification Card - Military ID's & Veteran ID's
- f. Permanent Resident Card
- g. Resident Alien Card

2. Unacceptable forms of valid identification

- a. Voter Cards
- b. Consulate Cards
- c. Employment Badges, College Badges
- d. Foreign Passports
- e. individual Tax Identification Numbers, & W2s
- f. Birth Certificates & Marriage Certificates
- g. Bank Statements & Utility Statements

3. Valid identification for a business

- a. Tax Identification Numbers
- b. Certified Articles of Incorporation
- c. Items listed in item 1 above if applicable

All exceptions to policy must be approved by the Utility Services Director.

9.2. WAIVER & RELEASE OF PRIVATE UTILITY INFORMATION

Information on customer's private utility account information is not a public record under North Carolina.

I waive my right to privacy in my utility account# _____ serving _____ only to the extent described below: Carolina General Statute §132-1.1. The Town of Landis, its agents and employees, are permitted to release information on the utility described above only to:

Name _____ Address _____

Town _____ State _____ Zip _____

Phone Number _____

Email _____

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

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

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

Utility Account Holder

_____ Date _____

Town Witness

_____ Date _____

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STATE OF NORTH CAROLINA

COUNTY: _____

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

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

My commission expires: _____

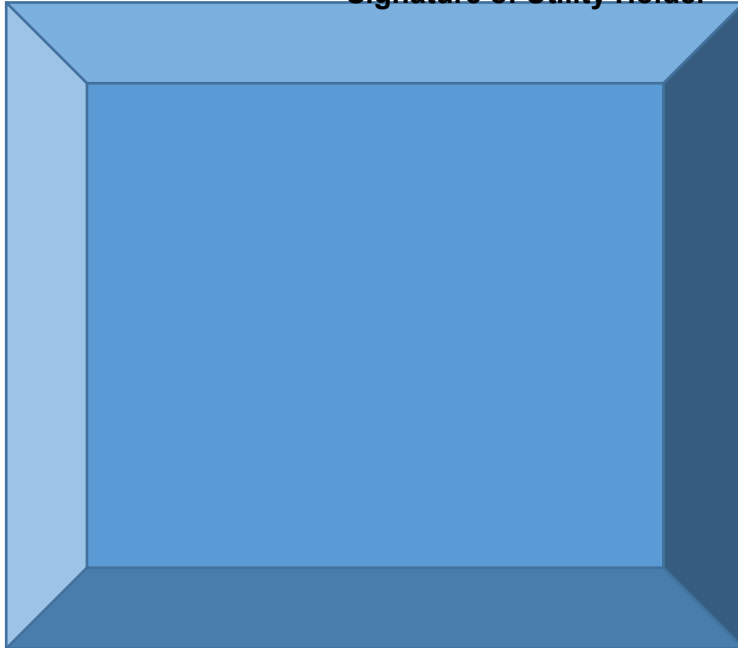
Notary Public: _____

I hereby cancel the Waiver written above effective on the date written below.

Date

Signature of Utility Holder

Signature of Utility Holder



NOTARY SEAL

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9.3. PAYMENT EXTENSION CONTRACT



Payment Extension Contract

State Of North Carolina Payment Extension Contract Rowan/Cabarrus County Town of Landis
This Agreement made the date last shown below between the Town of Landis and

_____ (Name of Customer)

At _____ (mailing address) for

Delinquent payments in the total of \$ _____ on utility services received by the customer at:

(Service address, including parcel identification number or account #)

Whereas _____
(reason for extension); and

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

NOW THEREFORE, the Town and Customer agree as follows:

1. Customer will make the payment toward the past due amount set forth above.
2. Customer will make all future utility payments to the Town of Landis as they become due.
3. Customer agrees that if all payments under this agreement and all future utility payments due to the Town are not paid when due, utility services will be disconnected.
4. Further, Customer agrees that if ALL payments under this agreement and all subsequent utility payments due to the Town are NOT made when due, either:
 - (a.) Customer agrees that, as the owner/or leased of the real property being served with utilities at the above address, this contract may be filed with the NC Debt Set Off as to be procured by the State of North Carolina.
5. In consideration of the above promises and commitments of the Customer, Town of Landis agrees to continue service of utilities so long as Customer complies with the promises and commitments.

Date _____ Customer Signature _____

Date _____ Utility Director _____ Signature _____

9.4. APPLICATION FOR UTILITY SERVICE