

CUSTOMER SERVICE POLICY
Approved September 10, 2018
via Resolution 18-17

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City of Henderson Mission Statement

To provide value added services in a customer friendly, cost efficient and effective manner resulting in a safe prosperous community.

Customer Service (Finance) Department Policy

The goal of the City of Henderson Customer Service Department is to provide quality customer service by administering friendly, flexible service as well as mastering problem solving skills that will give the customer a positive, memorable experience.

SECTION 1: Purpose of Customer Service Policy

The purpose of this Customer Service Policy is to inform our customers of the manner in which the City will provide utility service and to outline our responsibilities in providing these services. This policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. This policy also outlines the responsibilities and duties of the customer to recognize the need for the City to treat all customers in a fair and indiscriminate manner.

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

This policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific ordinances related to each utility and its operation are contained in the City Code and can be found on the City's Web Site under the Customer Service Department.

SECTION 2: Responsibilities of the City and the Customer

Responsibilities of the City of Henderson include the following:

1. To treat each customer fairly and equally.
2. To review the needs of each customer and provide service that best suits the customer's needs.
3. To respond to customer complaints and concerns promptly and courteously.
4. To provide information on a customer's account when requested by the customer.
5. To be respectful of the customer's property.

Responsibilities of the Customer include the following:

1. To pay their account in a prompt manner each month.
2. To provide information requested for provision of service by the City.
3. To be respectful and cooperative in dealing with City personnel.

4. To safeguard City property that is installed on the customer's property to provide for delivery of metering of service.
5. To bring inaccuracies or errors in billing to the City's immediate attention.
6. To notify the City of any extenuating circumstances pertaining to the customer's account.

These responsibilities are not intended to be all-inclusive, but are expressed as general guidelines to be followed in the relationship between the City and its customers.

SECTION 3: Definitions

- a. **Applicant.** Any person, group of persons, association, partnership, firm, or corporation requesting from the City water, solid waste disposal, or waste water services.
- b. **City.** The City of Henderson, North Carolina.
- c. **Utilities.** One or more of the following services; water, solid waste disposal, or waste water.
- d. **Customer.** Any person, group of persons, association, partnership, firm, or corporation provided utilities service by the City.
- e. **Delivery Point.** The point where the City's lines for supplying utilities are connected to the customer's lines for receiving utilities unless otherwise specified in the agreement with the customer for the purchase of utilities.
- f. **Lines.** The City's conduits (i.e. pipe, etc.) for supplying and/or the customer's conduits (i.e. pipe, etc.) for receiving utilities.
- g. **Owner.** The person, persons, association, partnership, firm or corporation, or other entity having legal title to the premises to be served.
- h. **Tenant.** The person, persons, association, partnership, firm, corporation or other entity lawfully occupying the premises to be served.

SECTION 4: Application for Utility Services

Application for Service

The Customer Service Department accepts applications for service between the hours of 8:30 am and 4:00 pm.

Only the owner(s) or tenant(s) can apply for utility service with the City. The City requires proof that the applicant is the owner or tenant of the premises to be served. The following procedures apply with regard to application for utility services.

- a. Any one desiring utility services with the City must make application in person to the City for desired services and provide the following:
 1. A copy of a government issued picture ID for anyone listed on the lease age 18 yrs. of age and older
 2. Proof of ownership or lease, if renting (Subleasing documentation is not acceptable unless the original lease is presented and it permits subletting of the premises).
 3. Payment of \$20 Account Set-up Fee.
 4. The City requests a copy of a Social Security Card for anyone listed on the lease. (The Social Security number is collected from any person who may become a debtor for purposes of Setoff Debt Collection, G.S § 105A-3(c). *This information may be used for collection procedures. The disclosure of the social security number is not mandatory; however, if a Social Security Card is not presented, the customer may be required to pay an additional \$50 deposit fee*.*)
 5. Payment of a security deposit in the amount stated on the current City fee schedule unless the person's current account with the City is in good standing or upon providing a letter of good payment history from his/her most recent water/sewer utility provider
 6. All past due utility account balances with the City must be paid in full regardless of service address.
- b. Applications for the service must be signed by all persons named in the deed or lease unless authorized by the Customers Services Manager.
- c. Application for services by builders, contractors, and developers with reliable utility payment histories with and as determined by the City, may be exempted by City staff from the formal application procedures when temporary utility services are required for construction purposes. These applications may be accepted by telephone so long as location and other relevant data for the services are provided. Before service is provided, an agreement must signed by the customer indicating his/her acceptance of financial responsibility and pay all applicable service application fees.
- d. Application for new services will be completed within two business days unless there are extenuating circumstances (weekends). Please see the Schedule of Fees and Charges for appropriate charges for connects/establish of service.
- e. The customer shall pay an account set-up fee as set forth in Schedule of Fees and Charges. An account set-up fee is required for each account. An account is required for each meter located on property and the application fee shall be collected prior to utility connection.
- f. On previous accounts receivable, the City will search its records to determine if a previous account existed for new applicants. If an account did previously exist and it

contains a balance due the City, the balance must be settled in full prior to establishing a new account or arrangements made to settle an old account.

- g. All unpaid account balances on inactive accounts will be transferred to an active account and should be paid in full by the next cutoff date to avoid interruption in utility services at the active location or prior payment arrangements met.

Under discretion of City and following execution of a written agreement providing a repayment schedule, all unpaid account balances on inactive accounts will be transferred to an active account.

Forms of application (service agreement), contract, schedules, rates, and copies of service regulations are available at City Hall and will be furnished to the customer on request. These materials are also available on the City's website at www.ci.henderson.nc.us City Hall is located at 134 Rose Avenue. The City's mailing address is Post Office Box 1434, Henderson, NC 27536 and the telephone number is 252-430-5700.

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise required by law.

SECTION 5: Deposits

Deposit Requirement

The City may require the customer to make an initial deposit based on the current Schedule of Fees and Charges as a guarantee of the payment for utilities uses. In some cases, the City will allow customers to provide proof of credit worthiness in place of the required deposit.

Residential Customer Deposits

- a. Customers who currently have service prior to November 1, 2011 are not required to provide a deposit for services at their current address unless the customer's credit or payment history is classified as "high risk" after November 1, 2011.
- b. A customer's credit history shall be classified as "high risk" if the customer has two credit offenses of being subject to disconnection for non-payment or having a check returned to the City for insufficient funds or a combination of the two during the account history after November 1, 2011.
- c. If at any time the credit history or payment record of a residential customer deteriorates to "high risk", a security deposit shall be required according to the City of Henderson Schedule of Fees and Charges. Payment arrangements by installment may not be made for deposits. If service has been disconnected due to non-payment and the customer has a "high risk" credit or payment history, a deposit will be required prior to reconnection of service.

- d. The deposit will be applied to the customer's account after the completion of twelve consecutive months of good credit and payment history. The City reserves the right to hold a deposit for longer than 12 months if it deems necessary.
- e. A deposit will be refunded automatically when service is voluntarily discontinued and the customer no longer requires utilities from the City of Henderson. All outstanding amounts on the final bill will be deducted from the deposit amount. The remaining deposit amount will be refunded to the customer if a proper forwarding address is provided. If the customer is transferring service, the deposit will transfer to the new address. Any remaining balance on the deposit can be used to settle any other delinquent charges in the customer's name such as outstanding City debts and fire Inspections.
- f. Residential customers moving into rented dwellings, houses, apartments, or manufactured homes shall pay an initial deposit at the time of application for service as defined in the Schedule of Fees and Charges. Customers who can provide a letter of credit reference from their previous utility provider indicating that the customer's service was not disconnected due to nonpayment over the most recent twelve months or who have a previous good utility payment history with the City, may request a waiver from this requirement. If a customer's payment record deteriorates and has outstanding unpaid balances; however, a security deposit may be required for continued utility service.

Commercial/Non-Profit/Industrial Customer Deposits.

- a. Commercial retail, nonprofit organizations and industrial customers shall, at the time of application of service, pay a setup fee and a deposit as specified in the Schedule of Fees and Charges.
- b. In lieu of a cash deposit, commercial and industrial customers may provide the City with an irrevocable bank letter of credit by a bank authorized to do business in North Carolina. The City may require that the letter of credit be renewed after the initial 12 months if a customer's credit history is determined to be "high risk" as defined in the residential customer deposit section above.
- c. If the entity has had previous service with the City or if the owner of a business has, under another business name or had a comparable consumption level as a residential customer and depending on credit history and past prompt payments to the City, the requirement may be waived upon request. If the payment history deteriorates and there are outstanding balances, a security deposit shall be required for continued utility service.
- d. If any time the credit history or payment record of a commercial/industrial customer deteriorates to "high risk", a security deposit shall be required according to the Schedule of Fees and Charges.
- e. Non-profit organizations are considered as commercial customers and require a deposit for service as specified above for commercial customers.

- f. The deposit will be applied to the customer's account after the completion of twelve consecutive months of good credit and payment history. The City reserves the right to hold a deposit for longer than 12 months if it deems necessary.

Deposits and Service Disconnect

- a. Any customer whose payment record or credit history becomes "high risk" as defined above, shall pay such deposit as required in the Schedule of Fees and Charges to protect the City from loss of revenue.
- b. Any present customer without a deposit on file or whose deposit is less than the deposit required thereunder and whose service is involuntarily terminated for either non-payment returned check or meter tampering, will be required to pay a deposit or update the existing deposit in the amount as specified above, prior to re-connection of service.

SECTION 6: Selection of Rates

- a. The City will determine the appropriate rate schedule under which the customer will be billed for utility service. Copies of the City's rate schedules may be obtained from the customer service office at City Hall or viewed online at www.ci.henderson.nc.us.
- b. When the customer notifies the City in writing of changes in the customer's operating conditions or other factors that may affect the type of rate an inquiry will be made by the City and the customer will be advised if a change in the rate schedule is appropriate. Any customer who feels the billing is under an inappropriate rate schedule may appeal to the City's Customer Service Manager.

SECTION 7: Metering and Meter Reading

- a. When meters are installed by the City to measure utility service used by its customers, all charges for units consumed, except certain minimum charges, shall be calculated from the readings of such meters.

It is City policy to read every utility meter each month. The reading dates are scheduled to fall within the same weekly period each month. The City will strive to maintain a billing cycle of no less than 25 days, nor more than 35 days in the billing period. When a connection of service has been made within 14 days of reading date and does not have at least 100 cu ft. usage, a bill will not be rendered until the following month.

The City reserves the right to estimate usage when extenuating circumstances prevail. However, it is the policy of the City not to estimate an account for two (2) consecutive months unless unavoidable.

- b. All metering devices installed for the purpose of metering utility service shall be located at the street right-of-way unless otherwise approved, and easily and safely accessible by City personnel so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnect service after proper notification by the City.

If the Meter Reader cannot gain access to the meter due to circumstances caused by the customer and/or owner, the meter reading is automatically estimated. In case any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of a meter, the City reserves the right to disconnect utility services until free access is granted to an authorized employee and all applicable fees are paid, (i.e. towing, locksmith, fence removal, etc.). If vehicles or heavy equipment/objects require towing and/or removal by an outside authority, all costs for such shall be charged to the customer on their next utility bill. Refusal to pay shall result in disconnection of service.

SECTION 8. Meter Tampering or Unauthorized/Unsafe Connection to Utility System.

Willfully, with the intent to injure or defraud by obstructing, altering, bypassing, tampering with or preventing the action of a meter is criminal offence prohibited by North Carolina General Statute §14-151 and is punishable by criminal and civil fines and penalties.

Any customer who violates this prohibition and whose service has been disconnected because of this violation shall pay such deposit as required to protect the City from loss of revenue as well as pay applicable penalties and re-connection fees as defined in the Schedule of Fees and Charges.

Covering, obstructing, or tampering with utility meters is expressly prohibited by NC General Statute 14-151.1, and is punishable by fines and/or imprisonment.

Any customer or outside party who makes an unauthorized, unsafe, or unmetered connection to any City utility system shall be subject to a tampering fee as defined in the Schedule of Fees and Charges.

SECTION 9. Payment Requirements for Utility Services

Billing Procedures

Utility bills are mailed to each customer once each month. The bill is due and payable no later than 5PM on the Current Bill Due Date printed on the bill. **NO SECOND NOTICES WILL BE GIVEN.** If the payment is not received by 5 PM on the Current Bill Due Date, the payment is late and a late fee will be assessed. When the Due Date falls on a weekend or Holiday, the Due Date will be extended to the next Business Day.

Example for September bill cycles:

Bill Date	Current Bill Due By 5 p.m. on Due Date	Bank Draft Date	Subject to Late Fee After 5p.m. on Due Date
September 10 th	October 3rd	September 29 th	After 5pm on October 3rd
September 20 th	October 10 th	October 5 th	After 5pm on October 10
September 30 th	October 20 th	October 15 th	After 5pm on October 20th

Grace period: Customers will be provided a minimum of ten (10) calendar days from the bill Due Date until the cut-off list is prepared. If payment is not received by 5 p.m. on the business day PRIOR to the CUT-OFF DATE listed on the bill, the account will be included on the Cut-Off List and a nonpayment fee will be applied to the account.

Cut-Off List and Termination for Nonpayment:

Once the account is placed on the Cut-Off List, the customer is required to pay the account balance plus a non-payment fee and deposit as listed in the schedule of fees and charges, if applicable. If an account has been disconnected for two consecutive billing periods, the City may terminate such accounts and pursue collection as well as Code Enforcement.

The City shall use the United States Postal Service to distribute utility bills. Any customer who fails to receive a bill is not relieved of payment responsibility and should contact the City to determine the amount of said bill prior to the delinquent date. If payment is received past the close of business on the due date, a late fee according to rates established in the Schedule of Fees and Charges will be applied.

Adjustments to Prior Billings

If the City has inadvertently overcharged or undercharged for utility service, the City will notify the active customer of the error and a billing adjustment will be made as follows:

- a. Amount will be refunded or billed to the customer for the period of overcharge or undercharge not to thirty six (36) months according to the time the mistake was found.
- b. Usage and demand will be estimated based on previous usage history if the exact usage cannot be determined.
- c. The reimbursement to the City resulting from underpayments may be paid over a period of no longer than over a six month period of time unless extenuating circumstances are justified and approved by the Finance Director and/or City Manager.

Payment Extension Agreement

Contact with the City Customer Service Manager prior to disconnection is always more favorable than making arrangements after service is disconnected. Payment options, which must be approved by the Customer Service Manager, may be available prior to disconnection that will save the customer from accruing additional higher deposit amounts and additional fees.

a. Residential

An extension will be made on utility payments if the customer has made arrangements with the City and has signed an Agreement for Payment approved by the Customer Service Manager. All requests must be made by the account holder. No more than two (2) payment extensions will be granted in a twelve-month period. The City has the right to grant more than two extension requests if it determines it would be in the City's interest to do so.

Each customer's credit history and payment record with the City in the preceding twelve (12) months shall be reviewed to determine the terms of extension that will be granted. In no instance will the extension be greater than thirty (30) calendar days from disconnection date unless, in the City's judgement, extenuating circumstances apply.

If payment is not made as agreed, service will be discontinued without further notice. All payments owed, including any charges for non-payment fees, service fees and/or deposit, must be received by the City before it reconnects service.

b. Commercial/Non-Profit/ Industrial

An extension will be made on utility payments if the customer has made arrangements with the City and has signed a Payment Agreement approved by the City's Customer Service Manager. All requests must be made by an authorized representative of the company. No more than two (2) payment extensions will be granted in a twelve (12) month period. The City has the right to grant more than two (2) extension requests if it determines it would be in the City's best interest.

Each customer's credit history and payment record with the City in the preceding twelve (12) months shall be reviewed to determine the terms of the extension that will be granted. In no instance will the extension be greater than thirty (30) calendar days from disconnection date unless, in the City's judgement, extenuating circumstances apply.

If payment is not made as agreed, service will be disconnected without further notice. All amounts owed, including any late fees, service fees and non-payment fees must be received by the City before it reconnects service.

Place of Payment

Bills are payable at the collections office of the City or to any agent or agency authorized by the City (i.e. Point & Pay, online payment, IVR System). When service has been discontinued due to nonpayment, payment may only be made at the City's collections office.

Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the City by the customer in connection with the furnishing of any utility services provided payments shall first be applied to any unpaid fees or charges.

SECTION 10: Credit History

- a. The City will maintain a credit record on all customers based on historical payment of utility bills.
- b. The City will furnish information regarding a customer's credit history upon the request of the customer.

SECTION 11: Returned Checks

- a. When a customer's check is dishonored and returned by the bank on which it is drawn, the customer will be notified that the check was not honored and that service will be terminated on a specified date unless the required payment is made by cash, money order or a certified check. No other forms of payment will be accepted.
- b. When a customer has a check returned, a service charge will apply in addition to any other charges and fees together with any applicable bank charges as noted in the Schedule of Fees and Charges.

SECTION 12: Alternative Forms of Payment

Direct Draft

The City provides a convenient program to allow for a customer's utility bill to be drafted from their checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to City Hall or the cost of an envelope and stamp. At the customer's option, the City will draft the customer's bank account each month for the amount of the bill. The draft will occur sixteen (16) to nineteen(19) days after the billing date. The customer still receives a copy of the bill for his review.

By allowing the draft a customer does not forego his right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the draft is returned due to insufficient funds, the same remedies the City has

under Section 11 regarding returned check will apply. If a draft is returned for any reason, the customer will be removed from the automatic draft system and must reapply to be reinstated.

Equal Payment Plan

- a. The purpose of Equal Payment Plan (EPP) is to spread the cost of utility services evenly, on a monthly basis, over an annual period. This program is designed for those customers who wish to ease the impact of seasonal billing and level their monthly payments. Budget Billing does not raise or lower the annual utility billing; it does allow; however, the customer to plan ahead by establishing a fixed monthly payment amount. This program is available only to residential customers with good credit payment history and 12 (twelve) consecutive months of service with the City of Henderson. The City will monitor each account and reserves the right to adjust the EPP amount should actual billings differ substantially from estimated billings.
- b. The twelfth month of the EPP is the settlement billing month. This month's billing will reflect either an additional payment or credit issued to the account to balance all billings for the year to all payments. Should the required payment be more than the EPP, the customer must pay the additional amount. Should EPP payments exceed annual billings, the excess (credit) will be credited to the customer.

The City reserves the right to adjust the EPP amount to reflect rate increases approved by the City Council.

- d. A customer may discontinue use of the EPP program by written request at any time. Settlement of additional amounts due or credit due for the current billing year shall be made at the time of discontinued use of the program.
- e. Should an EPP account become delinquent or service is disconnected or the premises vacated, the entire balance is due and payable and the account is no longer eligible for the program.
- f. The complete EPP policy can be found in Section 15-39.1 of the Henderson City Code.

SECTION 13: Discontinuance of Service

Voluntary Discontinuance of Service

In order to ensure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice must be given in person, unless otherwise approved by the Customer Service Manager, to the City at least twenty four (24) hours in advance on a workday. The customer will be responsible for all services consumed ongoing until the time the services are requested by the customer to be disconnected by the City.

Involuntary Discontinuance of Service

- a. The City reserves the right to discontinue furnishing utility services to a customer on any day and at any time without notice upon the occurrence of any one or more of the following events.
 1. Whenever the City has reasonable cause to believe that the customer is receiving utilities without paying for them or that the City's meters, lines, or other apparatus have in any manner been obstructed, bypassed, tampered with or prevented or altered.
 2. Whenever, in the City's opinion, the condition of the customer's lines or equipment are unsuitable for receiving services or pose potential safety or health hazards to City property, City personnel, the customer, or to the public.
 3. Whenever the City determines that the customer's use of utilities interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer including the violation of any City ordinances regarding the use of utilities.
 4. Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 5. Whenever it is necessary to prevent fraud upon the City.
- b. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City or any amounts of money on deposit with the City as required by Section 5.
- c. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.

Circumstances Beyond Customer's Control

If, during the term of agreement for furnishing utilities to a customer, the customer is unable to operate his facilities in whole or part, because of accident, act of God, or fire occurring at the location where utilities are supplied, the charge for units during the period reasonably necessary to correct any such conditions may, in the City's discretion and by approval of the Finance Director, be reasonably adjusted in accordance with all pertinent facts and conditions.

Prior to Discontinuance of Service Due to Non-payment of Amounts Billed

- a. It is the policy of the City to discontinue utility service to customers for reason of nonpayment of bill only after proper notice and a meaningful opportunity has been given to be heard on disputed bill (subject to exception specified in this policy)

- b. A customer disputing the accuracy of a bill may request the matter be reviewed by the City Customer Service Representative. The reason for the dispute may be in writing or presented orally to the City Customer Service Representative. The Customer Service Manager, in conjunction with the Finance Director, is authorized to make a final determination on the matter and has the authority to order that service not be discontinued when such is justified under this policy.

SECTION 14: Reconnection of Utility Services.

- a. Customers wishing to re-establish the utility account will be responsible for all account balances and must go through steps to establish services as stated above. Payment must be received in the Customer Service Department at City Hall by 4:30 P.M. in order for service to be reconnected on that day. Payments received after 4:30 p.m. will be reconnected on the next business day.
- b. If utilities have been discontinued because of misuse as noted by the policy above, the City may refuse to reconnect the customer's service until the customer has done the following.
 - 1. Paid all utility charges owed;
 - 2. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used, but not recorded by metering devices and not previously paid for plus a non-payment fee (See Schedule of Fees and Charges) plus any actual cost for damages to City apparatus;
 - 3. Made such changes in lines or equipment as may be, in the opinion of the City, proper for the City's protection; and/or
 - 4. Complied with ordinances or regulations on utility use when disconnected for violation thereof.

SECTION 15: Review Process for Billing Errors

- a. Any customer who believes an error has been made in an account balance or the amount of a bill shall be able to dispute the bill using the following order of sequence.

First Review:	To the Customer Service Representative
Second Review:	To the Customer Service Manager
Third Review:	A scheduled appointment with the Director of Finance
Final Review:	A written request to the City Manager/ Assistant City Manager or a designee.
- b. The Finance Director, Assistant City Manager, City Manager, or Customer Service Manager as applicable may establish payment arrangements or provide a waiver of penalties for cases of billing error resulting from improperly programmed computers, malfunctioning meters or any other similar errors not caused by the fault of the customer.

SECTION 16: Responsibilities with Regards to Provision of Services

- a. The customer shall be responsible at all times for the safekeeping of all City property installed on the customer's premises and, to that end, shall give no one except authorized City employees access to such property.
- b. The customer shall be liable for the cost of repairs or damage to the City property on the customer's premises resulting from the negligence or misuse by other than City employees.
- c. Utilities are supplied by the City and purchased by the customer upon the express condition that once utilities pass the delivery point, maintenance, remediation of issues and repair is the responsibility of the customer. The City shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use, misuse, or presence of said utility after it passes the delivery point or for any loss or damage resulting from the presence, character or condition of the lines, or equipment of the customer or for the inspection or repair thereof.
- d. The City agrees to use reasonable diligence in providing for regular and uninterrupted utilities services. The City only agrees to provide potable water and does not warrant its use or fitness for any other purpose. The City shall in no case be liable to any customer for any defect in quality, quantity, pressure, interruption or the discontinuance of any of these utility services in the event of any natural disaster, accident, adverse legal proceeding or action, act of God, or other circumstances beyond the control of the City.
- e. The customer shall be responsible for the maintenance and repair of the customer's lines and equipment. Should the customer report trouble with the supply of utilities, the City will respond to such call with the purpose only of correcting such trouble as may be in the City's equipment supplying the customer. If the trouble appears to be in the customer's line or appliances, the City's employees may, if requested by the customer, make such inspection of the customer's lines or equipment as the City's employees are prepared to make, but any inspection of the customer's lines or equipment by the City's employees is made upon the express condition that the customer assumes the entire and sole risk, liability, responsibility for all acts, omissions, and negligence of the City's employees. City employees are not authorized to make repairs or adjustments to the customer's property. The City retains responsibility only with respect to the action of its employees in connection with property owned by the City and dealing within the course and scope of their authority.

SECTION 17: Privacy of Billing Data Policy

All billing data is the property of the City of Henderson. As per the Service Application agreement, all tenant customers agree to allow the City of Henderson to contact their landlord should their utility services be disconnected due to non-payment and/or voluntary closure of the account and/or if they fail to maintain a regulation garbage container.

Commercial Accounts

Billing and account information will not be disclosed to the media, other businesses, agency, or individuals without the expressed written consent of the individual business account holder on a form provided authorizing the City to release the information pursuant to public record laws of the State of North Carolina. Information may be released pursuant to an order of a state or federal court.

Residential Accounts

Billing and account information will not be given to the media, business, agency, or individual not included on the account pursuant to Public Records laws of the State of North Carolina without the expressed written permission of the account holder on a form provided authorizing the City to release the information. Current billing information may be released (without any account history) when it is deemed in the best interest of the City and the individual account holder in order to aid the account holder in paying the current bill.

Information may be shared at the discretion of the City with another governmental agency that is included under the limitation of the Public records legislation and any information shared shall be used solely for the benefit of said agency and upon written consent that all information provided shall not be disclosed to any other individual or entity. Information may be released pursuant to an order of a state or federal court.

SECTION 18: Solid Waste Disposal

As stated throughout this Customer Service Policy, solid waste disposal, water, and sewer are combined as utilities where referenced. For specific policy and procedures, as it relates to solid waste (sanitation), see Section 17.1 through 17.13 of the Henderson City Code. The Sanitation fee is charged whether the customer chooses to use this service or not.