

Town of La Grange



Customer Service Policy

1) Establishing Services

a. Requests for Service – Residential Accounts

- i. Residential customers requesting to establish services with the Town of La Grange are required to submit their request in writing to the Town of La Grange. Requests received during normal business hours will be promptly processed. Service requests made outside of normal business hours will be processed the following business day.
- ii. The following is required to establish services with the Town of La Grange:
 1. Application for Service
 2. Proof of Identification:
 - a. State or Federal Issued Photo Identification;
 - b. Social Security Card
 3. Proof of Lawful Occupancy: Deed; Lease; Tax Statement; Offer to Purchase; Settlement Statement; Mobile Home Title (a tax decal is required for singlewide mobile homes)

b. Requests for Service - Commercial and Industrial Accounts

- i. Commercial and Industrial customers requesting to establish services with the Town of La Grange are required to submit their request in writing to the Town of La Grange. Requests received during normal business hours will be promptly processed. Service requests made after 5:30 pm or outside of normal business hours will be processed the following business day. Subsequent requests to add additional services by a customer will require a new application for each such request.
- ii. The following is required to establish services with the Town of La Grange:
 1. Application for Service
 2. Business organization documentation (Articles of Incorporation/Organization; Assumed Name Certificate)
 3. Federal Tax ID number
 4. Proof of Lawful Occupancy: Deed; Lease; Tax Statement; Offer to Purchase; Settlement Statement; Rental Receipt
 5. Proof of Zoning Compliance
 6. A certificate of occupancy approved by the Town's building inspector and the Lenoir County Fire Marshal is required prior to occupancy and use of the building (Temporary service is allowed provided items 1-5 above are provided).
- iii. For a business not operated by a recognized legal entity, the account will be listed in the name of a Responsible Party (owner, manager, etc.). That person accepts personal responsibility for payment of the account. Any additional persons authorized on the account should be submitted in writing by the Responsible Party.

c. Prior Debts

- i. The Town shall refuse to furnish new service to an applicant who is indebted to the Town for service previously furnished at any address served by the Town. The Town shall also refuse service to an applicant requesting service at an address where the owner of those premises is delinquent in paying the account at that address. If, however, the delinquent customer is not the owner of the premises to which the services were delivered, payment of the delinquent account is not required before providing services to a new and different tenant or occupant of the premises. This restriction will be subject to some interpretation if more than one tenant is occupying premises and such tenants attempt to request, receive and not pay for service. In such event the "new and different tenant or occupant" requirement may not be met. This prohibition on termination of service will also not apply if the premises are occupied by two or more tenants whose service is measured by the same meter.

All debts owed the Town are required to be paid in full before the Town reinstates utility services. The Town, in its sole and absolute discretion, may offer repayment alternatives for customers with prior debts that do not require the entire outstanding debt be paid prior to (re)connection.

d. Connection Scheduling

- i. Connection to the Town of La Grange's utility system is available Monday – Thursday, excluding municipal holidays between the hours of 7:30 am and 4:00 pm. The time of connection is in the exclusive discretion of the Town and is not guaranteed.

e. Meter Installation

- i. New electric and/or water meter installations can take up to 72 hours to complete. The Town cannot guarantee a scheduled time for this installation process, but will make every effort to have the meters installed in a timely manner.

f. Customer Deposits

- i. The Town shall enforce standardized deposit requirements for all customers requesting services from the Town.
- ii. In determining the need for a security deposit, and in fixing the amount of the deposit, the Town will evaluate the Customer's credit history with the Town. Absent a credit history with the Town, the Town will determine the deposit based on the following criteria:
 1. An 18-month credit history report provided by the customer's current utility provider (must be within one month prior to requesting)
 2. Customer's ownership of the premises to be served;
 3. A Guaranty Agreement; and/or
 4. Any other factor which bears on the customer's financial responsibility.

g. Residential Deposits

- i. Residential deposits shall be fixed in amount and be assessed based on the Customer's credit worthiness. Following credit evaluation, the Town will:
 1. Charge a Prepaid Deposit; or
 2. Charge a Low-Risk Deposit; or
 3. Charge a High-Risk Deposit; or
 4. Charge an Extreme Risk Deposit (double the high-risk deposit amount).
- ii. New customers may have a required deposit waived if an existing customer with Good Credit executes a Guaranty Agreement guaranteeing payment of the new customer's account. All Guaranty Agreements shall be in writing and remain in full force and effect unless waived in writing by the Town.
- iii. Good credit is defined as having no delinquencies, no returned checks, no fraudulent credit/debit card transactions, and no involuntary disconnections in the most recent 18-month period.

h. Non-Residential Deposits (Commercial, Industrial, Religious)

- i. Non-residential deposits shall equal two (2) months of the average monthly charges for the location over a consecutive 12-month period (a Standard Commercial Deposit). If a billing history is not available for a particular location, the Town shall estimate monthly costs based on similar commercial activity in the Town.
- ii. Deposits must be paid prior to establishing services.

i. Deposits for Customers with Multiple Accounts

- i. A customer who is involved with more than one premise at one time may be allowed to provide only one deposit for several service locations with approval from the Finance Director or Town Manager based on previous payment history. The customer will be required to have one deposit for all services used at any single location.
- ii. In the event of two delinquencies of any of the accounts, the Town will require the customer to make additional deposits for each active account.
- iii. In the event of an involuntary disconnection of any of the accounts, the Town will require the customer to increase deposit amounts for each active account to a high-risk deposit.
- iv. A customer can transfer the deposit associated with their account to another account once they have terminated all services in their name, and all bills, including the final bill, have been paid in full.

j. Refunding of Deposits

- i. All deposits will be refunded promptly and automatically when service is voluntarily discontinued and all bills are paid. Outstanding amounts on the final bill will be deducted from the deposit amount prior to refunding. If the deposit on file does not cover the full amount of the final bill, the customer will be responsible for the difference.
- ii. The Town of La Grange will retain deposits for the life of the utility account.
- iii. When an existing customer with the Town of La Grange converts their account from traditional billing to EasyPay (prepay), the Town of La Grange will apply the deposit on file to any unpaid charges. Once all unpaid charges are paid in full, any additional amount from the deposit will be applied to the customer's prepaid account balance.
- iv. A deposit will not be refunded if the customer has another account with a balance. The remaining credit on the refunding account will be transferred to the account with a balance.
- v. The Town of La Grange does not pay interest on any deposit held.

k. Utility Rates

- i. The Town's rates are set by Town Council and are designed to be fair, reasonable, just, uniform and non-discriminatory.
- ii. Where the customer qualifies for two or more rates, the choice of rates lies with the customer. The Town may apply the higher rate until the customer notifies the Town of the customer's desire to use the lower rate. Any such change by a customer shall only be prospective in nature and apply only to the billing periods after giving notice to the Town.
- iii. The Town may require special conditions and contracts for service based upon necessary investment in the plant to serve the customer. New and potential business customers are encouraged to provide the Town utility department with the load characteristics and utility needs of their facility.

l. Deceased Customers

- i. Accounts of deceased customers will need to be closed and settled by the administrator(s) or other legal representative of the estate. The Town will give notice of impending account closing not sooner than 30 days following notice of death. The Town will strive to accommodate grieving relatives when reasonable.

m. Required Services

- i. Residential and Non-Residential Customers
 1. Are required to have electric, water, sewer, and garbage services (if available) when the property is occupied.
 2. Electric Only accounts are allowed if no one lives/occupies the structure.
- ii. Landlords and Property Owners
 1. A landlord or property owner may request temporary electric service to make

repairs to property.

2. If a landlord requests electric and water services, sewer and garbage services are required as well.

2) Billing Procedures

a. Standard Billing Practices

- i. Meters are read on the 15th of every month.
- ii. Bills are due upon receipt. Bills that remain unpaid on or after 5:00 pm on the 15th of each month are considered past due and will be assessed a late payment penalty.
- iii. No second notices will be issued/given under any circumstances.
- iv. Services will be discontinued on the 21st of each month if payment is not received prior to 5:00 pm on the 20th of each month (or first working day if the 20th falls on a day that the Town Hall is closed). A Disconnect/Reconnect Fee will be charged to all customers that have not paid prior to 5:00pm on the cut off day and must be paid (with all other charges) prior to service being reconnected.
- v. An after-hours reconnection/connection fee will be charged to those customers that request service be reconnected outside of normal business hours or municipal holidays. The fee plus the past due balance must be paid prior to reconnection of the service.
- vi. A metering tampering charge will be imposed against any customer that has his own service reconnected by unauthorized persons.

b. Alternative Billing Options

- i. The Town of La Grange offers a Prepay Program (EasyPay) to residential and nonresidential utility customers with single phase electrical services of 200 amps or less. Enrollment in the Prepay Program is voluntary and allows the customer to be billed daily for utility charges. A pre-paid deposit is required to establish a prepaid utility account. Customers have the ability to view charges daily and receive electronic notices. Customers will not receive the written bills or notices described above when enrolled in the program. Specific details of this program are consented to by the customer through the Prepay Terms and Conditions Agreement signed by the customer. Where in conflict with the policies herein, the terms and conditions in the Prepay Terms and Conditions Agreement shall govern.
- ii. Equal Billing - The purpose of this plan is to spread the cost of utility service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the Town than would be the case with customary monthly billings.
 1. Only qualified residential customers may enroll in this program. Residential customers can sign-up for Equal Billing quarterly.
 2. The Town will calculate the Equal Billing amount by taking the customer's past 12 months' consumption, apply the current rates plus any expected rate increases, and divide the above number by 12.
 3. Prior remaining credits or debits remaining at the 12th month will be included in the calculations for the next Equal Billing Year.
 4. The Equal Billing amount will be the customer's fixed utility bill (for electricity, garbage, water and sewer) for the next 12 months.

c. E-Notification

- i. The Town offers E-notification, or electronic billing, to its Utility customers. Customers may voluntarily go paperless by opting to receive their monthly bills at the email address(es) of their choice. By signing up, the customer voluntarily waives receiving paper bills and notices.

d. Billing Adjustments

- i. If the Town has overcharged or undercharged a customer for services, the Town will correct this error subject to the following procedures:
 1. If the Town has overcharged a customer for services, the Town will, at the Town's option, refund to the customer or credit the customer's account, without interest, the excess amount, subject to the following limitations:

- a. The Town will credit or refund the excess amount charged for that entire interval not to exceed the statute of limitations, which is two (2) years.
2. If an overcharged customer owes a past due balance to the Town, the Town shall deduct that past due amount from any refund or credit due the customer.
3. If an overcharged customer owes the Town on another account, the Town will apply the credit to the past due account.
- ii. If the Town has undercharged a customer for services, the Town will collect the additional amount due the Town in installments over the same amount of time as the undercharge, provided that the undercharge calculated shall not exceed the statute of limitations, which is three (3) years.
 1. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the Town shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law, including a meter tampering fee.
- iii. If the Town has undercharged any customer as the result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human, machine, or meter error, except as provided above, the Town shall recover the deficient amount as provided by the following:
 1. The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.
 2. If the meter error is found upon test to be not more than 2% fast or slow, the Town shall not be required to make a billing adjustment under this section as stated above.
 3. This Section shall not be construed as to prohibit Equal Billing payment plans or the estimation of a customer's usage for billing purposes when it is not feasible to read the customer's meter on a particular occasion. However, incorrect billing under the Equal Billing plans and estimated billing shall be subject to this rule.

e. Adjustment For a Water Leak

- i. No Credit will be given for the water bill.
- ii. If water from the leak goes into the sanitary sewer system, no adjustment will be made to the sewer bill.
- iii. If water from the leak does not go into the sanitary sewer system, a credit of one hundred percent (100%) of the sewer bill above the average (based on seasonal use for the three (3) consecutive normal months not including the month in which the repairs were made) will be given, provided that:
 1. The Town is given a certification in writing from a licensed plumber showing the exact date, location and type of repairs made; and
 2. The Town agrees that the water did not go into the sanitary sewer system.
- iv. If water was used to fill a swimming pool and the water does not go into the sewer system, a credit of one hundred percent (100%) of the sewer bill above the average (based on seasonal use for the three (3) consecutive normal months not including the month in which the pool was filled) will be given one time annually.
- v. Only one (1) adjustment per location will be made within a calendar year with each covering a one-month period. The total adjustment shall not exceed the statute of limitations, which is two (2) years.

f. Load Management – Adjustments and Credits (if available)

- i. Billing Adjustment - If the Town makes an error and the customer is due a credit, the period of time upon which the credit would be calculated would be from the date of the error or one year whichever is greater. Before any credit is given, written notice from a Town service person is required.

- ii. If a switch is made inoperable by any person without prior approval from the Town, a chargeback will be made to the customer's account for a minimum of one year.
- iii. Billing Credits –
 - 1. Water heaters will be load-managed on a year-round basis with customers receiving a credit per month on their utility bills.
 - 2. The credit for controlling air conditioners will be based on the months of June, July, August, and September. During these billing months customers will receive a credit which will be posted on their utility bills.
 - 3. Credits will be posted against the normal monthly billing of a customer's account. Monthly bills with net credits will be posted to the next month's bill. Credits from closed accounts will be posted against other accounts the customer may have with the Town before a check is issued to the customer.

g. Payment Extensions

- i. There will be no payment extensions.

h. Joint Applicants

- i. The Town recognizes a joint application for service which allows credit to be established for both spouses or roommates collectively.
- ii. Under the necessities doctrine, spouses will be held liable for the necessary expenses incurred by their spouse even though they did not agree to pay for the services.
- iii. When the Town receives a request to establish services, the Town will allow the services to be placed in a joint applicants' name if both names are on the original lease or deed. When an account is setup with joint applicants, the Town will recognize the applicant with the personal information tied to the account as the primary account holder. In order for the co-applicant to have primary rights on the account, the Town may require the co-applicant to submit certain personal information to add to the account as well. In these cases, both applicants are responsible for the account, including all financial responsibilities.
- iv. If the account is placed in only one applicant's name, the applicant is known as the primary account holder. The primary account holder can authorize access to the account by another individual. Once an individual is authorized on the account, the authorization continues until the primary account holder submits a request to terminate.

i. Temporary Services

- i. The Town shall allow Realtors, property managers, or other authorized agents to establish temporary service at permanent dwellings after verification of the agency agreement has been received. Authorized agents will have full authority on the account once services have been established.

j. New Construction

- i. Contractors and Sub-contractors can only establish utility services after approval has been received from the Inspections Department.

3) Payment Options

a. Payment Options

- i. The Town provides numerous alternatives for customers to submit payments. The Town reserves the right to add or eliminate payment options, charge usage or convenience fees or take any other action that in its sole and exclusive discretion is deemed prudent to properly allocate the cost of providing the payment alternative.

b. Returned Checks and Electronic Checks

- i. Checks or other negotiable instruments refused by the Payor's bank for any reason are Returned Items. Upon notice of a Returned Item, the Town will demand immediate payment of the full amount of the Returned Item, plus a return fee. Payment must be made in cash, certified check, money order or by debit/credit card. All payments received following receipt of a Returned Item shall be applied against the Returned Item, notwithstanding any other amounts owed the Town. Returned items received on or after due date will be charged late fees or disconnect penalties and will be immediately disconnected without notice.

c. Chargebacks

- i. Credit and debit card payments returned or reversed by the issuing bank, for any reason, are Chargebacks. Upon notice of a Chargeback, the Town shall immediately disconnect utility services to the account the payment was applied. Chargebacks must be paid in full, along with all other fees and charges, prior to reconnection. Payment of a Chargeback may only be made in cash, certified check or money order.

d. Multiple Offences

- i. All Returned Items and Chargebacks are Offenses towards the customer's account. If an account receives two (2) Offenses in any rolling 12-month period the Town will require all payments be made in cash, certified check or money order for the life of the account.
- ii. The Town reserves the right to pursue other remedies available (civil and criminal) against customers for Returned Items and Chargebacks. The conditions necessary to pursue these additional remedies (e.g., notice and grace periods) do not restrict the Town's actions in pursuing other remedies, such as termination of service or other regular collection policies for delinquent accounts.
- iii. To the extent permitted by North Carolina law, a charge will be added to the customer's bill for each Returned Item and Chargeback.

e. Payment Plans

- i. The Town of La Grange may offer payment plans to assist customers for the following reasons (only):
 1. Customer has a high bill resulting from Equal Billing settle up, water leaks, or back bills when approved by the Finance Director or Town Manager.
 2. Under other unusual circumstances approved by the Town Manager.
- ii. Payment plans are not guaranteed. Each qualifying customer's case is evaluated by staff and payment terms are proposed to the Customer. If an agreement on terms cannot be reached the Town may withhold utility services until the entire past due amount is paid in full. A payment plan is a contract between the Town and the customer. The contract will include the following minimum provisions:

1. The Town will require a down payment of 25% of the total plan amount be paid upfront (if of no fault of the Town).
2. The Town is not required to provide a bill for the payment plan amounts. The customer will receive a contract with the amount due and due dates when the contract is established.
3. The customer's payments will be due on the same due date as their utility bill, unless the due date falls on a weekend or municipal holiday, then the payment is due the following business day.
4. The Town will not provide a Second notice to the customer.
5. Failure to make a payment on the payment due date agreed upon in the contract will result in disconnection of services at the active location.
6. The Town has the right to void the Payment Plan contract if the customer is disconnected for failure to make a payment by the due date stated in the contract.
7. The customer will receive a signed copy of the contract prior to leaving the office.

f. Prepaid Program Payment Plans

- i. Any customer with a past due balance may elect to enroll in the Prepay Program and have a portion of the past due balance paid over time. Customers selecting this option will pay the past due balance as a percentage of every payment made toward their current prepaid account balance. Specific details of this program are consented to by the customer through a Prepay Terms and Conditions Agreement signed by the customer.

g. Usage Monitoring

- i. The Town may provide customers the ability to view their utility consumption on a daily, hourly or other basis. The Town will endeavor to provide this information to customers and authorized parties on an ongoing basis, but the Town is not obligated to provide, or continue to provide, any such service. The Town may change, alter, limit, expand or terminate altogether any such program, including the right to charge a reasonable fee for program access, at any time and for any reason.

h. Medical Needs

- i. **The customer has the responsibility to carefully handle the customer's account so that service will not be interrupted for failure to pay.**
- ii. Due to conditions beyond the control of the Town and its employees (storm damage, loss of generation, etc.), utility services cannot be guaranteed 100 percent of the time.
- iii. Each customer should have a back-up plan for movement of individuals requiring any type of life support if the Town is unable to provide services or services are disconnected due to failure to pay for a length of time which is acceptable or critical to the patient's well-being.

i. Outside Agencies

- i. Customers are encouraged to seek assistance with paying their utility bills prior to disconnection. Outside agencies requesting customer account information must receive prior approval. The customer must fill out a Release of Information Form (ROI) prior to the Town furnishing information to outside agencies. Requests made without the written consent of the customer will not be honored by the Town.
- ii. The Town of La Grange accepts payment vouchers from select organizations. When the Town receives a voucher from an approved organization the customer will receive a payment extension sufficient to allow the organization to submit payment. The customer will be responsible for any amounts not listed on the voucher and the payment extension does not extend the time for such amounts. Agencies that have not been approved for payment vouchers will not be afforded an extension.

4) Termination of Service

a. Terminating Service

- i. Any customer requesting termination of service(s) must inform the Town of the location, the date service is to be disconnected and the forwarding mailing address for the final bill. The forwarding mailing address must be accurate in order for the customer to receive any final Bill from the Town.

b. Disconnection Timing

- i. Disconnection from the Town's utility system will be performed the same day if received prior to 4:00 pm. A request received after 4:00 pm will be fulfilled the next working day.

c. Final Bill

- i. A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

d. Transfer of Service

- i. Customers may transfer service from one location to another as long as accounts are not delinquent. The balance owed on a non-delinquent account may be transferred to the new account.

e. Closing a Utility Account

- i. After an account has been closed by either customer request or demand of the Town, all funds (including deposits, refunds, and credits) will be applied first against amounts owed the Town on the closed account. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the Town. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.
- ii. Forced Closing of a Utility Account - Within two weeks after involuntary termination of utility services, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the Town will remain open until the balance is paid.

f. Customer's Rights Prior to Termination of Service

- i. Disconnections for non-payment will not be made after 4:00 p.m., on Town holidays or on weekends.

g. Involuntary Discontinuance of Service

- i. The Town may discontinue utility service for any one of the following reasons:
 1. Failure of the customer to timely pay bills for utility services;
 2. Failure of the customer to pay deposits as required or to increase deposits as required;
 3. Upon discovery of meter or equipment tampering including by-passing the meter or altering its function;
 4. Failure of the customer to provide Town employees access to their meters at all reasonable hours (locked gates, loose dogs, parking cars over meters, etc., are violations of Town policy).
 5. Use of utilities for unlawful reasons;
 6. Discovery of a condition which is determined to be hazardous or unsafe;

7. Reselling utility services; or
 8. Violation of any of the Town's utility service policies and procedures, as they may change from time to time.
- ii. Notice of disconnection will be provided where required by these policies. Where unlawful, unsafe and/or dangerous conditions exist, the Town will take immediate action to safeguard life and/or property and provide notice after disconnection.

h. Bankruptcy

- i. Utility services will not be altered, refused or disconnected based solely on a bankruptcy filing or on the customer's post-petition failure to pay for pre-petition service. However, the Town shall demand assurance of payment (a deposit or other security) for future service(s) after notice of the bankruptcy filing. The Town shall provide twenty (20) days after the demand for adequate assurance of future payment to provide such assurance. During that period the Town shall continue to provide service to the customer. If adequate assurance is not provided within the twenty (20) day time frame, service will be discontinued by the Town. Adequate Assurance demanded shall be the highest deposit amount available under these policies.

i. Disconnection based on Prior Debts

- i. The Town shall disconnect customers with prior debts if any of the following apply:
1. The current services are in the name of the customer(s) with the prior debt; and
 2. 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.
 3. The person is or becomes responsible for the bill for the service to the customer.

j. Disconnection During Extreme Weather (Not Applicable for EasyPay (prepaid) accounts)

- i. The Town will not disconnect service for non-payment on any day temperatures are expected to remain below 32 degrees Fahrenheit or rise above 100 degrees Fahrenheit prior to 12:00 p.m.
- ii. If a customer's bill remains unpaid the disconnection for non-payment will occur on the first business day following cessation of the weather-related moratorium. This delay in disconnection for non-payment will not preclude the Town from disconnecting at a future date and does not change the customer's liability for payment of all bills and fees.

k. Reconnections

- i. When it becomes necessary for the Town to discontinue services for any of the reasons listed in this Article, service will be restored only after payment of
1. all past due bills due the Town;
 2. a deposit as required;
 3. any material and labor costs incurred by the Town, according to the current Fee Schedule; and
 4. all other fees and charges required by this policy.
 5. Prepay reconnections will be processed pursuant to the Prepaid Terms of Service Agreement.
- ii. After-hours reconnection is available for active accounts if the customer pays the past due amount owed plus any additional fees.

l. Allocation of Payments

- i. The Town allocates payments in the order as determined by the Town Manager or his/her designee.

m. Collection of Delinquent Debts

- i. In order to protect all rate payers, the Town of La Grange will aggressively pursue the collection of delinquent debts.

- ii. Failure to pay all outstanding amounts owed or enter into a payment arrangement prior to 30 days after the closing of the account will result with the customer being referred to a third-party collection agency.

- iii. When the customer is referred to a third-party collection agency, the unpaid debt may become a permanent part of the customer's credit report.
- iv. In addition, the Town shall (as authorized by the NC Setoff Debt Collection Act) submit all delinquent debt in excess of \$50.00 to the NC Department of Revenue for collection by applying the debt against any income tax refund or NC Education Lottery proceeds the customer may be entitled to receive. In accordance with the Act, a local collection assistance fee will be added to the customer's account once submitted under this program.

5) Miscellaneous Provisions

a. Authority

- i. The enactment of policies requires the approval of the Town Manager. As fee schedules, rates and other specific policies are updated; it will be the responsibility of the Finance Director or his/her designee to make sure the policy manual is revised. Changes other than fees and rate schedules are delegated to the Town Manager or his designee without requiring prior approval of Town Council.

b. Scope

- i. This Manual is not meant to be all-inclusive but offers direction and guidance for employees of the Town.
- ii. The intent of these policies is to provide the customer and the employees of the Town a helpful guide with uniform policies governing the provision of utility services. 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.

c. Application of these Policies

- i. These policies apply to every customer or applicant for utility services. Copies of these policies are available on the Town's website, www.lagragnenc.com.
- ii. These policies may be revised, amended, supplemented, or otherwise changed from time to time by action of Town Manager or his designee. Customers are encouraged to seek answers to any questions by calling the Town Hall.

d. Customer Responsibility

- i. The Town is not responsible for damage caused by turning on Town utility services. Customers shall take all steps necessary to ensure personal and property safety prior to making the activation request.

e. Use of Personally Identifiable Information

- i. The Town will not withhold the provision of utility services for failure of a customer to provide a Social Security number. A Social Security number is used to determine the customer's credit worthiness and for debt collection purposes.
- ii. Customers that fail/refuse to provide a Social Security number shall be deemed extreme risk and shall be charged the highest applicable deposit under these policies.

f. Special Contracts

- i. Provisions of a special contract or tariff between the Town and a customer will control over these policies.

g. Part of all Contracts

- i. These policies are part of all oral and written contracts for providing and receiving utility services from the Town; provided, however, subject to applicable law, parties to a contract may, by making specific written reference thereto, exclude all or any part of these policies from their contract.

h. Waiver of Rights

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

i. Data Privacy

- i. Customer Billing Data is not a public record. The Town will not release Customer Billing Data to any third party unless the recipient has been authorized by the customer to receive such information. This provision does not bar the Town from releasing aggregate data for analysis by third parties. If a customer would like to have their billing information released to a third party, the customer must submit a Release of Information form to Customer Service prior to the release of information. The Town will provide the requested information only after receipt of the ROI form.

j. Customer Information Changes

- i. The Town of La Grange makes every effort to keep customer account information accurate.
- ii. In the event a customer's account information changes the customer is responsible for notifying the Town of La Grange.
- iii. The Town is not responsible for damages incurred resulting from customer failure to notify the Town of changes to the customer's mailing or billing email address. The customer will be responsible for any fees or penalties that result from late or non-payments due to changes in mailing or billing email address.