

# CUSTOMER SERVICE POLICY

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# SECTION 1: MISSION STATEMENT

The mission of the City of Griffin is to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner to all citizens. The purpose and objective of the City of Griffin Customer Service Policy is to establish and formalize procedures governing the relationship between the City and its utility customers.

### **SECTION 2: PURPOSE OF POLICY**

The Customer Service Policy was developed with the interest of the customer first and foremost. It is the City of Griffin's policy to avoid unnecessary restrictions on the customer and to produce excellent customer service.

The information contained herein is written in layman's terms, in order that the customer can readily understand the City's goals. If questions arise as to the application of this Policy or if this Policy fails to address your specific concerns, please contact the City of Griffin Customer Service Department.

### **SECTION 3: DEFINITIONS**

#### Account Status -

- a. **Active** Any account that is presently billed for utility services that the customer receives.
- b. **Inactive** Any account that is no longer being billed for utility services.
- c. **Current** An active account that has paid all outstanding balances prior to the due date, with the exception of the most recent statement prior to the due date, and any amount not yet read and billed.
- d. **Fully Paid** An inactive account that has paid all charges.
- e. **Delinquent or "Past Due"** An account for which a utility statement has not been paid in full on or before the due date, by 6:00 PM (normal business hours).

**Account Holder** – A person 18 years of age or older, or other legal entity, that is receiving utility service(s) from the City of Griffin, whose name is specifically listed on an account as the primary entity responsible for decisions regarding the service, and for financial obligations created from the use of the service.

**Additional Deposit** – Monies required in addition to the initial or new deposit necessary to cover (a) an increase in the number or types of service; (b) usage of service that is higher than originally estimated when the initial or new deposit was calculated; or (c) increased risk of non-payment due to an unsatisfactory payment history (including bankruptcy) of the customer.

**After Hours Fee (New Service)** – Applications for utility service(s) received prior to 2:00 pm are offered same day service. Applications received after 2:00 pm are processed the next business day. However, customers may opt to pay an after-hours fee from 2:00 pm to 6:00 pm (normal business hours) for services to be connected the same day.

After Hours Fee (Reconnection of Services) – Services that have been disconnected due to nonpayment shall be restored upon payment of past due balance and all applicable fees when payment is received prior to 4:30 pm. Customers may opt to pay an after-hours fee from 4:30 pm to 6:00 pm (normal business hours) for services to be connected the same day.

Allowable Limits – Electric and water meter readings shall be considered accurate and the associated charges correct if the meter (s) falls within a range of  $\pm$  2 percent (98% - 102%).

**Applicant** – A person 18 years or older, partnership, firm, association, corporation, governmental body or other legal entity capable of entering into a contract for service, applying to the City of Griffin for utility service(s).

**Chargeback** – A charge that is returned to a debit or credit card after a customer successfully disputes an item on their account statement or transactions report.

**Combined Utility Service Account** – An account that includes two or more of the following services: electricity, water, sewer, garbage collection, yard waste, stormwater, fiber, and/or phone.

**Complaint** – A statement or question by anyone, whether a utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or utility obligation.

**Customer(s)** – All account holders who directly receive or use a City of Griffin or Spalding County utility service.

**Customer Service Fee** – A fee applied to all City accounts. Landfill accounts do not pay this fee. This fee is for the operation of the customer service facility that is open and accessible to our customers in which they can be personally served by a City employee.

**Delinquent or delinquency** – An account for which a utility statement has not been paid in full on or before the due date, by 6:00 PM (normal business hours), required for that payment.

**Deposit** – An amount determined by the City of Griffin to be paid and kept on file with the City of Griffin. *See Initial Deposit; New Deposit; Additional Deposit.* 

**Due Date** – The last day a utility statement may be paid, by 6:00 PM (end of normal business day), before late penalty fees are applied.

**Excellent Payment History** – The customer has had a utility account with the City of Griffin for a period of not less than twenty-four (24) consecutive months with no penalties.

**Fee Schedule** – A list of fees for services the City provides, as approved by the Board of Commissioners. Customers may make a request to review a copy of the Fee Schedule in the City Manager's office.

**Grace Period** – Seven (7) calendar days after the due date (printed on the utility statement).

**Governing Body** – The City of Griffin Board of Commissioners.

**Initial Deposit** – A deposit required to establish a utility account with the City of Griffin, or to add additional services to an existing account.

**Late Payment** – A payment that has been received on an account after the statement due date.

**Meter** – An instrument utilized for measuring the quantity of usage for rate flow and/or electric current.

**New Deposit** – A deposit required if the initial deposit has been returned and conditions exist that require a new deposit. New deposits shall be calculated the same way as the initial deposit.

**Payment Arrangement** – An agreement established for a customer to pay, over a specified time, the balance (current or past due) for their utility statement.

**Penalty** – A fee assessed on an account balance if not paid in full on or before the due date. The fee shall be 10% of the unpaid balance of the current statement, not including prior penalties.

**Reconnection fee** – A fee charged to cover the extra handling and administrative expenses of the City of Griffin caused by an account that has been disconnected for non-payment.

**Service Rules** – The entire body of rules, procedures and policies adopted by the City of Griffin.

**Short Term Permanent Service** – The establishment of some or all utility services for a short, defined period for purposes other than household occupation. An example would include a real estate agent turning on just electricity, water, and/or wastewater (if applicable) in order to show a property to a prospective buyer.

**Unpaid Balance** – Any charges that were previously billed that have not been paid in full as of the printed date of the following utility statement(s).

**Unsatisfactory Payment History** – A payment history of an account holder that:

- Has received two or more penalties for any utility service in the last twenty-four (24) months; OR
- Has made a payment with any returned item, such as an insufficient funds, check(s), closed account, insufficient funds for electronic payment, etc. in the past 12 months; OR
- Has been subject to disconnection for non-payment of utility service(s) (regardless whether actually disconnected or not).

**Utility Service** – One or more of the following services offered by the City of Griffin and/or Spalding County, to include but not be limited to electricity, water, sewer, garbage, yard waste, stormwater, fiber, and phone.

**Yard Waste Fee** – A charge assessed for yard waste removal service.

# **SECTION 4: HOURS OF OPERATION**

The City of Griffin Customer Service hours are as follows:

Walk-in Service 100 S. Hill St. Griffin, GA 30224	Monday – Friday	8:00 am – 6:00 pm
<b>Phone Service:</b> 770-229-6403	Monday – Friday	8:00 am – 6:00 pm
<b>Drive-Thru Service:</b> 100 S. Hill St. Griffin, GA 30224	Monday – Friday	8:00 am – 6:00 pm

**After Hours Emergency Services:** Electric and water emergency calls are responded to 24-hours a day, 7 days a week. To report electric and water emergencies (power outages, water leaks, etc.), please call **System Operations** at 770-229-6406.

### **SECTION 5: APPLICATION FOR SERVICE**

All customers applying for service must complete and sign a Service Contract with the City of Griffin. As a combined utility provider, the City of Griffin offers the owner of the property the option of choosing which services he/she wishes to have turned on as long as the property is vacant. If the owner does not specify at the time of the sign-up process, all services for the location will be made active. If property is inside the city limits, stormwater must be active. This is not an option.

Service is furnished to the customer upon acceptance of the customer's Service Contract by the City of Griffin. Applications are accepted by the City of Griffin with the understanding that there is no obligation to render service if it is not available. A copy of the signed Service Contract, accepted by the City of Griffin, will be furnished to the applicant for their records and information.

The owner or tenant of the property must sign all Service Contracts for the provision of services to any locations, or for the extension of distribution lines for the conveyance of such services, on forms furnished by the City of Griffin. All Service Contracts for utility services shall remain in effect until the account holder requests that the service to be discontinued

Customers who sign up for utility service(s) by 2:00 pm qualify for same day service if all required documents and deposits are received prior to 2:00 pm. Customers with complete applications for utility service(s) who are in the office after 2:00 PM will be connected on the

following business day, provided that a customer may pay an after-hours fee if they desire sameday services.

### SECTION 5.1: APPLICATION FOR RESIDENTIAL SERVICE

The following information must be provided by the person applying for residential service:

- Applicant's Name
- Date of Birth
- Social Security card OR Tax Identification Number (or a legal document containing all of your social security number such as a recent W-2, recent tax return, etc.) to help us assist in verifying your identity
- A valid government issued picture I.D. (Driver's License, Georgia Identification Card, Passport, or Military I.D.) to help us assist in verifying your identity
- Service Address (including street and house or apartment number)
- Lease agreement or proof of ownership (Property Tax Statement or Settlement Statement). All Leases will be verified. Presenting a fraudulent, forged, or altered lease for the purpose of obtaining City of Griffin utilities is a criminal act punishable by law.
- Payment of Deposit, unless customer qualifies for a waiver. *See Section 6.4, Waiver of Deposit.* Acceptable payment options include: Cash, Check (No Counter Checks), Money Orders, Credit Cards (may be assessed a nominal processing fee; maximum \$1,000 per credit card transaction).
- Anyone signing for service for someone else must provide:
  - a. a notarized letter of authorization from the customer;
  - b. a valid government issued picture ID for the person acting on behalf of the customer; and
  - c. a copy of all the required documents listed above for the customer.

### SECTION 5.2: APPLICATION FOR COMMERCIAL SERVICE

The following information must be provided by the person applying for commercial service:

- Articles of Incorporation, Articles of Organization, or Certificate of Authority;
- List of Officers of the Business Entity;
- Legal Document Providing Federal I.D., EIN, or Tax I.D. number;

- Lease Agreement or proof of ownership (Property Tax Statement or Settlement Statement). All Leases will be verified. Presenting a fraudulent, forged, or altered lease for the purpose of obtaining City of Griffin utilities is a criminal act punishable by law.
- Valid government issued picture I.D. of person with authority to act on behalf of the Business Entity;
- Occupational Tax Certificate;
- Commercial Deposit
  - Shall be based on the highest electric consumption at the location over the previous twelve (12) month period x 2, or the minimum commercial deposit, whichever is higher. The minimum deposit amount is specified on the City of Griffin's Fee Schedule.
  - All Commercial Accounts are charged a deposit and are not transferrable from another location.
  - Acceptable payment options: Cash, Check (No Counter Checks), Money Orders, and Credit Cards (may be assessed a nominal processing fee; maximum \$1,000 per credit card transaction).
  - Commercial customers have an option paying half of the calculated deposit if they sign up for direct bank draft (amount shall not be less than the minimum commercial deposit noted on the City of Griffin's Fee Schedule). Should the availability of the funds be insufficient at any time or if the customer requests to stop the draft, the deposit will be recalculated at the current usage and the customer will be required to pay the difference of that amount toward the deposit. Commercial deposits must remain on all active accounts.
  - Additional deposits may also be required for commercial accounts where services have been subject to disconnection two or more times within a twelve (12) month period, regardless of whether services were actually disconnected.

Any account that will be in a business entity's name must be signed for by a person with the authority to transact business on behalf of the entity, including the authority to execute binding contracts.

### SECTION 5.3: APPLICATION NEW CONSTRUCTION

Where service is to be provided to new facilities not previously served, the owner or developer must provide the Customer Service Department Contract Desk a Certificate of Occupancy from the City of Griffin Planning & Development Department or, if applicable, the Spalding County Community Development Department. Connections will not be made until the respective utility departments have received all required approvals from the applicable planning and development department. Questions regarding electric, water, and sewer service which may arise during the

permit process, including the location and installation of points of service, should be addressed with the applicable planning and development department and/or the appropriate utility department.

# SECTION 5.4: PRIOR DEBT

The City of Griffin may refuse to furnish new service to an Applicant who is indebted to the City for service previously furnished until all indebtedness has been satisfied.

### SECTION 5.5: SHORT TERM PERMANENT SERVICE

Temporary Service requests must first be made through the City of Griffin's Planning and Development Department. This will ensure the necessary permits have been issued (or if permitting is required) and establish the timeframe for temporary service. If the Customer finds that their work will require more time than allotted, they will need to make a written request to the Planning and Development Department. Once the extension is approved, Customer Service and the applicable utility department will receive an email providing the extended time period for temporary service. A notarized Temporary Power Pole/Meter Request Form will be given to the customer to present to the Contract Desk. Applicable Fees will apply.

# SECTION 5.6: CHANGES IN CUSTOMER'S POWER / WATER / SEWER REQUIREMENTS

In order to provide an adequate power supply, the City of Griffin will, at the time of initial installation, establish the customer's power requirements. The City of Griffin will then make sure its wires, transformers, pipes, and electric meters are properly sized to provide adequate service for power only.

With regards to water and sewer supply, it is the customer's sole responsibility to determine their water meter and service lines (water and sewer) are sized appropriately for the projected demand. The City of Griffin may require demand projections in order to verify meter and service line sizes.

When the customer changes their power and/or water requirements, by deleting existing or adding new equipment, it is the customer's responsibility to advise the City of Griffin so we can adjust our equipment (if necessary) to provide the increased/decreased requirements. Please note that in regards to water and sewer services only, these new equipment requirements may increase or decrease monthly charges. The City of Griffin will not be liable for damages to the customer's equipment due to voltage or low flow water problems resulting from customer additions of equipment and the customer's failure to inform the City of Griffin in writing before the time of installation of the equipment.

### SECTION 5.7: APPLICATION FOR BLANKET SERVICE AGREEMENT

Owners of rental property within the City limits may permit tenants to enter into individual service contracts for utility service on the premises of such rental property. However, if the tenant leaves the premises and/or requests to discontinue service on their account, utility service may be interrupted for the period of time the property is not leased or occupied.

In order to assure that utilities will be provided to a property, without interruption, during periods where the premises are not leased or occupied by tenants, the owner may apply for a Blanket Service Agreement whereby the owner would become a "default customer." The Blanket Service Agreement would authorize the City to automatically place the specific property account in the Default Customer's name, and to charge all services provided to the location to the Default Customer, in the event the tenant's account is closed and/or made inactive.

To qualify to become a Default Customer and apply for a Blanket Service Agreement, the property owner must have a minimum of five (5) properties serviced by the City of Griffin and at least five (5) properties must be listed as a default location. Default customers are not charged a connect fee, but all services provided at the location will be charged to the default customer.

### **SECTION 6: SERVICE DEPOSIT**

The City of Griffin will require a service deposit for all types of service connections in accordance with the deposit requirements set forth on the City of Griffin's Fee Schedule.

### SECTION 6.1: RESIDENTIAL DEPOSIT

Residential deposits are determined by whether the customer resides inside the City of Griffin corporate limits, and/or receives electric service provided by the City of Griffin.

### SECTION 6.2: COMMERCIAL DEPOSIT

Commercial deposits (for locations for business operations) shall be based on the highest electric consumption over the previous twelve (12) month period x 2 or a minimum commercial deposit, whichever is higher. Where the service deposit will be for a new, previously unserved location, the deposit will be calculated based on a similar business in type and size, or calculated on a square foot basis, or a minimum commercial deposit will be charged at the discretion of the City of Griffin. The minimum deposit amount is specified on the City of Griffin's Fee Schedule.

All commercial accounts may be reviewed periodically by the Customer Service Department to be sure a sufficient service deposit has been collected. Requests may be made to the customer for additional funds if it is determined that the initial service deposit is insufficient.

### SECTION 6.3: ADDITIONAL DEPOSIT

Any existing account having a history of requiring extra collection efforts may be required to provide an additional service deposit equivalent to the deposit originally posted. Additional deposits may also be required for any customer disconnected, or subject to disconnection, two or more times within a twelve (12) month period.

### SECTION 6.4: WAIVER OF DEPOSIT

Residential utility deposits may be waived upon one of the following conditions:

- Customer has maintained an excellent payment history with the City of Griffin as defined in the definitions portion of this policy;
- Customer provides a letter of credit via email from their previous electric utility provider, indicating an excellent payment history;
- Customer agrees to pay the nominal costs of a credit verification from an independent credit agency chosen by the City of Griffin which will determine if a deposit is necessary; or
- Customer provides a current credit report from a major credit reporting company (Equifax, Experian or Trans Union) showing a credit score of 700 or higher. "Current credit report" shall mean a report no older than 30 days, as determined by the date on the report.

### SECTION 6.5: TRANSFER OF DEPOSIT

A customer moving from one location to another may have his service deposit transferred from the former address. If the service deposit is less than the amount required to cover service at the new address, the City of Griffin will not require the account holder to pay additional monies unless the customer has an unsatisfactory payment history. If this occurs the service deposit may be adjusted accordingly.

### SECTION 6.6: REFUNDING OF DEPOSIT

Upon the request for service termination, and payment of all statements charged against said service, the deposit for residential services shall be refunded. Deposits will first be applied to any outstanding statement as well as the final statement owed by the customer, and the balance remaining, if any, will be refunded to the customer. Deposits can only be refunded to the Account Holder. All refunds will be processed within 45 days.

As a courtesy, residential deposits can be refunded to customers of the City of Griffin having an account for 24 consecutive months with an excellent payment history.

The initial deposit for a commercial account must remain on file as long as the account is active. When the account becomes inactive, the deposit will be applied to the final bill owed by the customer and the balance remaining, if any, will be refunded to the customer.

### **SECTION 7: METERING AND BILLING**

### SECTION 7.1: METER READING

The customer's meters are read monthly, as near as possible to the same date of each meter reading cycle. The electric and water meters are located so that they can be read and maintained with ease.

# **SECTION 7.2: STATEMENTS**

The customer's statement shows the amount due, any amount in arrears, the meter number, the kilowatt (demand) for commercial/industrial accounts, the kilowatt hour consumption (amount of energy used), gallons of water registered thru the meter, present and previous meter reading dates, days of service, charges for any unmetered services, customer service fee, name, service address, account number, and any applicable state and local taxes.

In the case of inclement weather, weekends, holidays, and other unforeseen circumstances, the days of service for your meter(s) may vary several days.

Paperless billing is available to all customers. Electronic bills (E-bills) may be received when statements are generated when customers sign up for this option at cityofgriffin.com.

### SECTION 7.3: SELECTED DUE DATE OPTIONS

City of Griffin utility customers who do not have a Spalding County water meter on their utility accounts may choose from 1 of 4 selected due dates once within a 12-month period. The selected due dates are the 3rd, 10th, 17th, and the 24th of the month. Customers should understand that this due date may vary by a few days month-to-month due to this date falling on a weekend or holiday. Customers must complete the Customer Selected Due Date Application. Applications can be returned in person or by mail. Customers returning applications in the office will need a valid government issued picture ID and will need to speak to a Customer Service Representative prior to selected due date being processed. If the application is mailed in, a Customer Service Representative will need to speak with the customer, verify account, and review application with the customer prior to selected due date being processed. Once the application is processed the customer may receive two (2) utility statements in the month this change takes effect, or the number of days of service may be longer than usual for that first month. The selected due date must remain in effect for a period not less than twelve (12) months before the customer can request another change of due date.

Note: If a customer uses the "Schedule a Payment" feature on the City of Griffin's online payment portal, this is in no way a payment arrangement and if the date selected is after the disconnect date, this is not a guarantee that services will not be disconnected.

# SECTION 7.4: BILLING PERIOD AND DELINQUENT STATEMENTS

Regular statements for utility services are rendered monthly. Charges are due by the due date printed on the statement. If all or any portion of the statement is not paid by 6:00 PM, close of business day on the due date printed on the statement, the unpaid balance will be considered delinquent and assessed a penalty of ten percent (10%) of the unpaid charges. As a courtesy, the account holder may waive the penalties once every twelve (12) months. The failure of any customer to receive his/her statement for any month(s) shall not relieve such customer from the obligation of paying such statements allegedly not received.

As a courtesy, a Disconnect Notice will be mailed to the customer whose account is delinquent. The Disconnect Notice will show the scheduled disconnection date, which shall be eight (8) calendar days following the due date of the current statement. If the charges are not paid by 6:00 PM, close of business day, on or before the disconnection date, the account shall be subject to disconnection. No additional notice will be provided, and failure to receive the disconnection notice through the mail shall not prevent disconnection of service. While partial payment on delinquent statements will be accepted, partial payment shall not be construed to satisfy the current obligation of the account; a delinquent statement must be paid in full to avoid disconnection unless a prior payment arrangement has been agreed upon by the City and customer. Any legal or agency fees incurred by the City of Griffin associated with the collection of delinquent statements will be the responsibility of the customer.

Upon disconnection of services due to non-payment, payment must be made via cash, credit card, or money order either in person in office or by speaking with a Customer Service Representative. The past due balance as well as a reconnect fee must be paid before 4:30 pm (Monday thru Friday) to restore service. Services are guaranteed to be restored by 7:00 pm. An additional after-hours fee must be paid for payments received after 4:30 pm if they desire same day reconnect service.

In cases where utility services have been scheduled for disconnection for non-payment of delinquent statements or any other cause, the City of Griffin reserves the right not to re-connect the service until all past due utility statements and/or other charges have been paid. The applicable charges are set forth on the City of Griffin's Fee Schedule.

# **SECTION 8: PAYMENT OPTIONS**

BILL PAYMENT KIOSK:	DROP BOX LOCATION:
Open 24/7 Located in 3 <sup>rd</sup> lane of Drive Thru	Across from the Post Office on West Solomon St
PAY BY TEXT:	PAY ONLINE:
Sign up at: cityofgriffin.com	Sign up at: cityofgriffin.com
PHONE:	MAIL (include payment coupons):
770 229 6403 (Mon - Fri) (8:00 am – 6:00 pm)	Check or Money Order Payable to: City of Griffin PO Box 117162 Atlanta, GA 30368-7162
AUTOPAY:	IN PERSON:
Sign up at: cityofgriffin.com	100 S Hill St Griffin, GA 30223-3439 <i>Walk In or Drive Thru</i> (Mon – Fri) (8:00 am – 6:00 pm)

# SECTION 8.1: ACCEPTED METHODS OF PAYMENTS

- Cash
- Checks (made payable to the City of Griffin)
- Money Orders (made payable to the City of Griffin)
- Automatic Bank Draft
- All major credit cards (Visa, Mastercard, American Express, Discover, etc.).
  - Customers paying with a credit card in person must have a valid government picture identification, and the name on the credit card must match the person making the transaction (no cards can be accepted that do not have a name on it,

such as "Account Holder"). Customers paying with a credit card over the phone must verify either the entire account number and/or social security number. Payments made using a credit/debit card may be assessed a nominal processing fee. There is a maximum of \$1,000 per credit card transaction.

#### **SECTION 8.2: DRIVE THRU**

In an effort to expedite the drive thru traffic:

- There is a limit of three (3) transactions per customer.
- Accounts that have been disconnected for nonpayment must be paid in the office to restore services and cannot be paid via drive thru.
- Payments for returned items (such as checks and/or electronic payments) must be paid in the office and cannot be paid via drive thru.
- For safety purposes, customers must remain in their vehicle. No walk-up traffic is permitted.

### **SECTION 8.3: DROP BOX LOCATIONS**

Payments placed in drop boxes after 8:00 AM will not be processed until the next business day. Payments placed in the drop box should be either check or money order only. Cash payments should not be put in the drop boxes. Past due payments should not be placed in the drop boxes.

The City of Griffin will not be responsible for cash payments put in the drop box locations.

# SECTION 9: PAYMENT ARRANGEMENTS

Payment arrangements are offered as a courtesy in an effort to assist customers who are struggling to pay their utility statement. By agreeing to a payment arrangement, customers must pay ½ of the balance (current or past due) and arrange to pay the remaining debt in installments. Customers may utilize the payment arrangement courtesy once every six (6) months.

Customers are required to pay in accordance with the agreed-upon terms of the payment arrangement. Should the customer default on the arrangement, the services will be subject to disconnection. If services are disconnected, the entire past due debt and any additional applicable fees (reconnect fee, after hours fee, etc.) must be paid before services are restored.

The "Schedule a Payment" feature does *not* constitute a payment arrangement. If the date selected for the scheduled payment is after the disconnect date, there is no guarantee that services will not be disconnected.

# SECTION 10: ADJUSTMENT OF STATEMENTS

An adjustment, refund or back-billing may be made for any overcharge or undercharge resulting from incorrect reading of the meter, incorrect application of the rate schedule, incorrect meter connection, or other similar reason.

- Overcharges The amount of the overcharge will be refunded or credited to the customer. The time period for which the City of Griffin will adjust, refund or credit the customer's statement shall not exceed one (1) year.
- Undercharges The statements may be calculated back to a period not to exceed one (1) year. If the recalculated statements exceed \$10.00, the customer may be back billed for the amount due. If back billing creates a financial hardship, a reasonable payment arrangement to pay may be offered at the City of Griffin's discretion. The City of Griffin reserves the right not to back bill if it determines doing so is not cost effective, or for other reasons deemed appropriate by the Electric Director.

# SECTION 11: BROKEN PIPE ADJUSTMENT POLICY

The following terms are applicable to City of Griffin and SCWSFA water and sewer customers:

- a) For Residential Customers:
  - i. Excessive water use caused by a leak, not the fault of the City of Griffin, is to be adjusted by one half the amount in excess of the customer's normal usage. An occurrence may entail two consecutive months but no more than two months. The adjustment will be issued upon proof of repair.
  - ii. Sewer charges attributed to a water leak, not the fault of the City of Griffin, that does not flow into the sewer line, is to be adjusted by the amount of water in excess of the customer's normal usage. An occurrence may entail two consecutive months but no more than two months. The adjustment will be issued upon proof of repair.
  - iii. Sewer charges attributed to a water leak, not the fault of the City of Griffin, that does flow into the sewer line, is to be adjusted by one half the amount of water in excess of the customer's normal usage. An occurrence may entail two consecutive months but no more than two months. The adjustment will be issued upon proof of repair.
  - iv. Customers may obtain one (1) broken pipe adjustment per twelve months per connection.

- Payment plans for customer with high bills due to leaks, that are not the fault of the City of Griffin, are permissible with no penalties added for late payment.
   Payment plans must be approved by the Customer Service Manager.
- vi. Hardship: Upon proof that the customer's household income is in the low-level income bracket, the broken pipe adjustment will be increased to equal the customer's previous twelve-month billing period monthly average. Customers who believe they may qualify should speak with the Customer Service Manager for more information.
- vii. If a bill becomes late while a customer with a good payment history is in the process of applying for the Broken Pipe Adjustment, then they may have their late penalty waived, at their request.

### b) For Commercial Customers:

- i. Commercial water and sewer accounts must opt-in to receive credits associated with the Broken Pipe Adjustment Policy. Failure to opt-in will render the commercial account ineligible for any water or sewer credit associated with broken pipes or service lines that are owned and/or maintained by the customer.
- ii. Commercial accounts that opt-in to the program shall be assessed a monthly fee based on meter size as follows:

Meter Size	Monthly Fee
3/4"	\$1.00
1"	\$2.00
2"	\$3.00
6" and larger	\$4.00

iii. Commercial accounts that opt-in for this policy will be eligible for the same credits as residential accounts, subject to the terms provided in Subsection (a) above, with the exception of Subsection (a)(vi) for "Hardship."

### SECTION 12: POOL AND SOD CREDIT

A Customer is eligible to get one month of sewer charges adjusted to average if the customer has installed a pool or replaced a liner. The Customer must provide proof of purchase or repair to be eligible for credit.

A Customer is eligible to get one month of sewer charges adjusted to average if the customer has laid sod. The Customer must provide proof of purchase to be eligible for credit.

### **SECTION 13: DISPUTED STATEMENT**

In the event there is a dispute concerning a statement for utility services, the customer may contact the Customer Service Department to discuss prior to the date of disconnection. The City of Griffin will delay disconnection pending settlement of the disputed charges, as described elsewhere in this policy. Any undisputed portion of the statement must be paid in full by the due date to avoid disconnection of services. In the event there is a dispute concerning a payment made on an account, the receipt must be presented in order to pursue the dispute.

# SECTION 14: VOLUNTARY TERMINATION OF SERVICE

Customers may request to terminate service in writing or by telephone. The customer whose name appears on the contract is the only person who can voluntarily terminate the service. When making a request by phone, the customer must provide the account number and/or social security number to help us verify their identity.

Utility services for a deceased account holder will be disconnected once it is verified that the account holder is deceased, as it is unlawful for the City of Griffin to continue to bill a deceased account holder. Methods of verification are death certificate, death notice in a legal publication, or Letters of Testamentary.

It is the responsibility of the account holder to voluntarily terminate utility services once they vacate the premises. Failure to request to terminate utility service when the Customer vacates a property will result in continued utility service and charges to the Customer's account. Customer will be responsible for all charges incurred up until such time Customer Service receives the request to terminate service and disconnects service, if necessary. Utility services for an incarcerated account holder can be terminated by sending a notarized letter requesting services to be disconnected out of their name to the City of Griffin Customer Service Department.

In the event a property changes ownership, the former property owner has a responsibility to notify Customer Service and provide proof of the change of ownership. Failure to notify Customer Service of a change of ownership will result in continued billing of Stormwater and Customer Service fees to the former owner's account. Customer will be responsible for all charges incurred up until such time Customer Service is notified.

Requests for termination of service received prior to 10:00 am, Monday thru Friday, will be processed on the same business day. Request for termination of service made after 10:00 am, Monday thru Friday, will be processed on the next business day.

# SECTION 15: DISCONNECTION DUE TO NON-PAYMENT

In the event that electric and/or water service is disconnected for non-payment or due to returned check/EFT/ACH, restoration of service will only be made upon payment (consisting of cash, credit card or money order only) of all applicable charges, in addition to the payment of all indebtedness due to the City of Griffin for services rendered:

- a) The applicable trip charge for service disconnected at the meter.
- b) The applicable trip charge for service disconnected at the pole.
- c) The additional charge for customer violation.
- d) The Reconnection Fees stated above shall be charged each time that the service is disconnected. These charges will also be applied for reconnecting service to the customer who knowingly violates service policies.

Customers who have had their services disconnected due to non-payment or returned check/EFT/ACH and are in the Customer Service Department by or before 4:30 PM can have their services restored by 7:00 PM, provided all past due balances and a reconnection fee have been paid. Customers who are in the Customer Service Department after 4:30 PM will have their services restored the next business day. They can choose to pay the after-hours fee and have their services restored by 7:00 PM provided past due balance has been paid. A reconnection fee will be added to the following billing statement; provided, however, Customers may pay the reconnection fee at the time power is restored if desired.

As a courtesy option, Customers seeking a reconnect may waive the reconnection fee once per year.

Where customers are subject to termination of service due to non-payment, the customer may request a meeting with the Customer Service Manager, or his/her designee, to resolve any dispute prior to the scheduled date of termination. The customer's failure to schedule a meeting to discuss the dispute or establish a payment arrangement shall not be cause to delay discontinuance of service.

# SECTION 16: DENIAL OF SERVICE OR INVOLUNTARY DISCONNECTION SECTION 16.1: CAUSE FOR DENIAL OR DICONNECTION

The City of Griffin may deny or unilaterally discontinue utility service for any one or combination of the following reasons:

• Failure of the customer to pay statements for utility service(s) as required in the Billing Information Section of this policy;

- Failure of the customer to pay deposits as required as described in this policy;
- Upon discovery of meter tampering, including by-passing the meter or altering its function;
- Failure of the customer to permit authorized City of Griffin employees and/or agents access to their meters at all reasonable hours; Locked gates, loose dogs, parking vehicles over meters, etc. are violations of City of Griffin policy concerning reasonable access to meters
- Use of power or water for unlawful purposes;
- Discovery of a condition which is determined to be hazardous or unsafe;
- Excessive Water Loss meaning consumption is above the normal water use pattern for the customer;
- In the event Customer's use of equipment is in such a manner as to adversely affect the City of Griffin's equipment or service to others;
- In the event of unauthorized use or resale of utility service;
- For violation of, or non-compliance with, utility service rules;
- For failure of a prospective customer to furnish service equipment, permits, certificates, or rights-of-way specified by the utility as a condition of receiving service, or for failure of a prospective customer to fulfill his or her contractual obligations for service or facilities;
- Any other action(s) that would violate O.C.G.A. § 16-8-5;
- If the primary account holder has an unpaid balance due to the City of Griffin for a previously active account;
- In the event the service location has been without electrical service for six (6) months and an inspection has not been completed;
- Benefit of Service Rule In the case of customers who have been disconnected for failure to pay, or for whom credit action is pending, service will not be reconnected or continued in the name of another occupant, or owner of the premises, if the previous customer or any other person liable for payment of the delinquent statement(s) continues to occupy the premises as shown on a lease or sales agreement. Similarly, New or Transferred Accounts will not be established for customers who have co-occupants, as shown on a lease or sales agreement that will benefit from the service so long as they have delinquent accounts. This shall not apply to an active account holder with an excellent credit history who allows a delinquent account holder to reside with them. In the case of service initiation where a delinquent statement exists, City of Griffin Customer Service reserves the right to require a notarized lease agreement from the customer applying for utility service at that location. After receipt, the City of Griffin Customer Service Department will verify said lease agreement by contacting the owner for further certification.

# SECTION 16.2: WORK OFF NON-PAYMENT INACTIVE ACCOUNT (WONPIA)

When an account has been disconnected and the customer has not paid to restore service within thirty (30) calendar days, the City of Griffin can proceed to make the account inactive. If the customer comes in to restore service after the account has been made inactive, they will need to provide a lease agreement or proof of ownership, valid government issued picture I.D., social security card, and pay the total past due balance on the account, a reconnect fee and a deposit (subject to additional deposit).

# SECTION 17: EXCEPTIONS TO INVOLUNTARY DISCONNECTION OF SERVICE

# SECTION 17.1: WEATHER FORECAST

Disconnection of a residential customer's electric service will not occur on any day when the low temperature to is below 32 degrees Fahrenheit or heat index is above 100 degrees Fahrenheit during normal business hours. In any instance where an account is subject to disconnection for customer violation of these polices as described herein, but is not disconnected due to this weather provision, the account may be disconnected without notice when the forecasted low temperature is above 32 degrees Fahrenheit or forecasted heat index is below 100 degrees Fahrenheit, unless the customer has made payment of any past due charges or corrected any conditions which subject the account to disconnection. This provision shall only apply to electric service, and shall not apply to water, sewer, garbage, yard waste, or other services offered by the City of Griffin.

### SECTION 17.2: HEALTH OF A RESIDENT

Disconnection of service may be postponed if doing so would pose an eminent danger to the life or health of a person who permanently resides on the premises. A special danger to health is indicated if a person is seriously impaired and may, because of mental or physical problems, be unable to operate life-support equipment. In the event such equipment is on the customer's property, the customer must furnish a written notice from a licensed physician or public health official in advance of disconnection of services. The written verification must include: (1) the name of the person endangered; (2) a statement that he or she is a permanent resident of the premises in question; (3) the name, business address and telephone number of the certifying party; (4) the specific nature of the health danger; and (5) approximately how long the danger will continue.

Once written verification has been placed on file with Customer Service, the account will be coded as a Health of a Resident customer. In the event a Health of a Resident account is subject to disconnection, the disconnection date will be extended by one (1) day, in addition to the grace

period defined herein, allowing the customer to either make arrangements to pay the unpaid balance, contact Customer Service for payment arrangement, or relocate the resident in special danger before disconnection occurs. In addition to the delivery of a Disconnection Notice, Customer Service Representative will attempt to contact the account holder via phone to advise of the one (1) day extension prior to disconnection. In the event that Customer Service is unable to make contact via phone, the Representative will attempt to leave a voice mail message. The City's inability to contact the customer shall not be cause to further extend the disconnection date.

# SECTION 18: RETURNED CHECKS / EFT / ACH / CHARGE BACKS

If a check, EFT, or ACH is received by the City of Griffin for payment of a utility statement, the payment method will be processed for payment as soon as possible. Should the payment method fail to clear the bank or institution on which it is drawn, for any reason, the customer will be notified and the service in question shall be subject to disconnection within fifteen (15) days. A Returned Check/EFT/ACH charge will be applied for the additional handling of the returned payment method, regardless of the reason. Returned check, EFT, and ACH charges are set forth on the City of Griffin's Fee Schedule. Once a Returned Check/EFT/ACH is received by the City of Griffin, the account will be "flagged" and future payments must be paid in cash, cashier's check, credit card or money order for a period of twelve (12) months. Customers having more than three (3) returned items (EFT, ACH, credit payments, etc.) will be subject to their account becoming cash only. Customers having items returned as a chargeback (*See Section 3*, *Definitions*) will be placed on cash only for a period of twelve (12) months.

Under no circumstances will a check be accepted by the City of Griffin if the person presenting the check states or implies that monies are not currently in the account sufficient to clear the check, nor will a post-dated check be accepted as payment for any portion of an account owed to the City of Griffin.

If the returned check/EFT/ACH is not due to Customer's error, but the Bank's error, the customer may bring a letter from his/her bank stating why the error occurred. If this letter is approved by Customer Service, the returned check/EFT/ACH fee and the check restriction may be removed.

### **SECTION 19: COLLECTIONS**

Unpaid final statements for a prior location for a customer may be transferred to the customer's active (new) location once the prior location's account is 30 days past the due date.

If an account is inactive and the customer does not currently hold an active account elsewhere, the final bill will be placed with a collection agency once the account has been inactive for

ninety (90) days. Collection agencies have special resources to help them locate customers that have moved. Agencies can also affect the credit standing of the debtor. Any legal or agency fees incurred by the City of Griffin, associated with the collection of a delinquent statement, will be the responsibility of the customer. Once an account has been referred to the City of Griffin's Collection Agency, customers must coordinate payments to the agency directly.

### SECTION 20: BANKRUPTCY

Federal bankruptcy law directly affects the ability of the City of Griffin to discontinue utility service. A key factor is whether the discontinuance of utility service, when done in compliance with the City's own policies and procedures, was completed before or after the filing of the bankruptcy proceeding.

- a) **Discontinuance before Bankruptcy:** Utility service may be discontinued at any time prior to the filing of a bankruptcy petition in the event of default (nonpayment) by the customer. In such a case, the City of Griffin does not need to reconnect the service unless, within thirty (30) days after the bankruptcy filing, the customer or his trustee provides the City of Griffin with adequate assurance of payment (a deposit) for services provided after the bankruptcy filing. Pre-bankruptcy deposits will be applied toward pre-bankruptcy charges and any remaining balance will be charged to the Bankruptcy Write-off Account.
- b) **Discontinuance after Bankruptcy:** Utility services may not be altered, refused or disconnected based solely on the bankruptcy filing or the customer's failure to pay for pre-bankruptcy service. However, the City of Griffin has the right to demand assurance of payment (a deposit) for further service after the bankruptcy. The bankrupt customer or his trustee has thirty (30) days from the bankruptcy filing to provide such assurance. During that period the City of Griffin must continue to provide service to the customer. If this adequate assurance is not provided within thirty (30) days, then the service can be discontinued by the City of Griffin.
- c) Failure to Pay for New Service: Upon filing for bankruptcy, the customer shall be responsible for all post-bankruptcy charges which may include establishing a new utility account, and to provide assurance of payment (a deposit) for further service after the bankruptcy. Payments relating to the post-bankruptcy charges are not protected by the bankruptcy proceeding. All payment terms previously described for utility service shall apply. Failure to make on time payments shall subject the new account to disconnection for non-payment as described in this policy.

Payments received from bankruptcy and write-off accounts will be considered as bad debt recovery funds and credited to the bankruptcy write-off account or as a credit to the write-off account.

### **SECTION 21: CUSTOMER COMMUNICATIONS**

### SECTION 21.1: CUSTOMER SERVICE REPRESENTATIVES

Customer Service Representatives provide their first name to a customer during all conversations, whether in person, by telephone, electronically, or by any other means. The representative shall have immediate access to the most current detailed information available concerning the customer's account and previous contact with the City of Griffin, and shall be properly qualified and instructed in the screening and prompt handling of customer issues.

A Customer Service Department Representative, whether in person or over the telephone, will assist the customer in resolving an issue from start to finish. Any research that is needed will be handled by the Representative.

The Representative has a 48-hour time period in which to resolve the customer's issue. In the event an issue will take longer than 48 hours to resolve, the Representative should attempt to notify the customer as soon as practicable to explain the reason for the delay and provide an estimated time period for resolution. Representatives should keep the customer updated throughout the process as necessary.

### SECTION 21.2: TELEPHONE AND OTHER CONTACT INFORMATION

The main number for reaching the Customer Service Department is 770-229-6403. The Customer Service Department is staffed during the business hours of 8:00 am through 6:00 pm, Monday through Friday (except holidays), to handle routine business questions and other communications. Telephone messages left for Customer Service Representative will be returned within the next business day. Utility emergencies can be reported to the same number during normal business hours, or by calling System Operations at 770-229-6406 after 6:00 pm weekdays, and during weekends and holidays. The System Operations Office is staffed 24 hours a day to respond to problems or complaints of an emergency nature.

### **SECTION 22: COMPLAINT PROCEDURE**

Complaints concerning the charges, practices, facilities, or services of the City of Griffin or Spalding County, as applicable, shall be investigated promptly and thoroughly. The Customer Service Department shall keep records of written complaints based upon the records retention schedule for the City of Griffin. Customers are required to submit previously unresolved verbal complaints in writing, containing the following information:

- a) Name(s) of complainant
- b) Account number of complainant
- c) Address(s) of complainant
- d) Telephone number(s) of complainant

- e) Nature of the complaint
- f) Relief sought

Initial contact by a customer regarding a complaint shall be made with a Customer Service Representative of the City of Griffin. The complaint may be pursued with the appropriate supervisor or the Customer Service Manager, in that order, if the customer is not satisfied with the handling of the complaint. A written complaint may be filed with the appropriate Utility Director or designee if the customer is not satisfied with the manager's handling of the complaint. If customer is dissatisfied with resolution from the Director, then the complaint may be escalated to the City Manager. Resolution of the complaint at that time will be final.

### SECTION 23: CUSTOMER INFORMATION RECORDS

### **SECTION 23.1: CUSTOMER PRIVACY**

The City of Griffin shall abide by the limitations imposed upon operators in the use, collection and disclosure of personally identifiable customer information by the Federal Privacy Act, and by any other State or Federal Regulatory agency with jurisdiction over such information.

The confidentiality of consumer account information is defined in "The Fair and Accurate Credit Transaction Act of 2003", P.L. 108-159 and the regulations issued by the Federal Trade Commission in 2009, known as "Red Flag Warnings". The City of Griffin acts as a creditor for purposes of operating its utilities.

### SECTION 23.2: RETENTION OF CUSTOMER INFORMATION

Retention of personally identifiable customer information shall be discontinued when it is no longer required by law or the City's record retention schedule and shall be properly destroyed. All documents that are retained by the City of Griffin remain the City of Griffin's property until such time they may be purged pursuant to the City of Griffin's retention schedule.

# SECTION 23.3: DISCLOSURE REQUIRED BY LAW OR COURT ORDER

The City of Griffin shall only release utility records to the extent required by the Georgia Open Records Act, court order, subpoena, or other state or federal law requiring such disclosure. Authorities seeking disclosure of personally identifiable information shall be required to provide a court order or subpoena, served upon the City Manager and Customer Service Manager.

### **SECTION 23.4: INFORMAL INSPECTION**

Customers or their representatives seeking to inspect their own utility records, including their own personally identifiable information, shall be permitted to review such documents during normal business hours; provided, however, that the Customer's representative must provide a notarized statement authorizing them to act on behalf of the customer. Customers shall have the right to

request the correction of any information within their records they determine to be inaccurate. Customers wishing to obtain a copy of their utility records must submit an Open Records Request.

### **SECTION 23.5: LEGAL REMEDIES**

Customers shall have the right to seek all other legal remedies available to them under Georgia law as it relates to the City's provision of utility service or the Service Agreement between the City and the customer.

### **SECTION 24: ADOPTION AND DISCLAIMER**

The Board of City Commissioners reserves the right to change the rules, regulations, rights, rates, and fees pertaining to the use and provision of utility services from time to time; provided, however, that such changes shall be approved by the Board of Commissioners at a public meeting, unless the City has enacted emergency procedures set forth in the Code of Griffin.

This Customer Service Policy may be amended by the City of Griffin Board of Commissioners at a public meeting, with implementation, in whole or in part, as soon as practicable after approval of the amendment as presented.

If any clause or portion of this policy is held to be illegal and of no effect, the remainder of the policy shall remain unaffected and shall be enforced to the fullest extent allowed by law.