TOWN OF AYDEN
GOVERNING BOARD MEETING
MINUTES

March 19, 2025 - 10:00 AM
District Courtroom – 2nd Floor of Town Hall – 4144 West Avenue

I. CALL TO ORDER

A. Call to order

Mayor Ivory Mewborn called the meeting to order.

B. Roll Call

Town Clerk Jeremy Crawford called the role.

<u>Present:</u>
Mayor Ivory Mewborn, Mayor Pro-tem Raymond Langley, Commissioner Cynthia Goff, Commissioner Sarah Connor, Commissioner Brian Newell
<u>Excused:</u>
None
<u>Absent:</u>
Commissioner Johnny Davis
<u>Also Present:</u>
Scott Howard - Town Manager
Stephen Smith - Assistant Town Manager
Jeremy Crawford - Town Clerk
Tim Carraway - Town Attorney

C. Welcome Visitors/Protocol for Public Comment

D. Invocation

Mayor Mewborn provided a brief explanation regarding the purpose of this special meeting, and he asked those in attendance to do what they can to work with the town as the Board works to resolve any issues. Mayor Mewborn stated that in his talks with other area elected leaders, he sees that the neighboring towns deal with some of the same challenges Ayden deals with, but their communities don't treat the board and staff the way Ayden citizens do. Mayor Mewborn added that the town will continue to move forward, cautiously, and that he believes in growth. Smart growth, which he added, means balanced growth. Mayor Mewborn stated he called the meeting because he knew the board had things to resolve.

Mayor Mewborn asked Town Clerk Crawford to share his comments regarding the public comment period, as it relates to the NC General Statute (NCGS). Town Clerk Crawford shared the highlights of the NCGS, and informed the Board that the public comment period provided during the March 10, 2025, regular meeting satisfied the requirements of the NCGS. Town Clerk Crawford further added that holding a public comment during the special meeting was at the discretion of the Board. Mayor Mewborn asked the Board members if they had any comments or if there was a motion for consideration.

Motion to not hold a public comment during this Special Meeting.

<u>Motion</u>: Commissioner Connor
<u>Second</u>: Commissioner Newell

Discussion: None
Approved: 4 0
Motion passed unanimously.

Bishop Williams provided the invocation.

E. Pledge of Allegiance

Mayor Mewborn led the room in reciting the Pledge of Allegiance.

F. Approval of the Agenda

Mayor Mewborn asked the Board if they had any questions regarding the Agenda, and hearing none, asked if there was a motion for consideration.

Motion to approve the Agenda, as written.

Motion: Mayor Pro-tem Langley
Second: Commissioner Newell
Discussion: None
Approved: 4-0
Motion passed unanimously.

II. ITEMS FOR DISCUSSION

A. Development Within the Town of Ayden — Mayor Ivory Mewborn

Mayor Mewborn introduced the topic.

Item Explanation
This item was added to the agenda at the request of Mayor Ivory Mewborn.

Staff Comments
There are no staff comments at this time.

Action Requested
The staff recommends that the Board discuss any concerns related to the policy.

Mayor Mewborn opened the floor for discussion with the Board regarding the Town's development.

Commissioner Connor stated that she felt the recently created task forces would bring back good information for the Board to consider.

Commissioner Newell stated the community knows we have issues with drainage, and that Ayden is growing faster than it has ever grown. He added that the Board is working diligently to resolve the issues, but they have existed for hundreds of years, and it will take time to fix the problems.

Commissioner Goff reiterated the comments of Commissioner Newell. She added that she has been on the board for five (5) years, and she has attended many planning board meetings. Commissioner Goff stated that she felt some of the past decisions were made based on previous rules and practices, and things have changed, which means how the board addresses future development might need to change. She closed by saying the Board is serious about finding the best solutions for any issues.

Mayor Pro-tem Langley reiterated the comments of Commissioners Newell and Goff. Mayor Pro-tem Langley stated he believes the Board is reacting to decades of neglect of the infrastructure of the town. He added that the development seems to be driving increases in infiltration, and that the Board is focused on replacing the worst areas of the town. Mayor Pro-tem Langley stated they are relying on external experts for guidance, and he felt that in years past, the town was not led correctly. He added that it is his understanding that when development comes in, it should not increase run-off that impacts other properties. Mayor Pro-tem Langley stated we may need to hold developers and others responsible when what they do impacts the town negatively. He added that Ayden must develop in some way, or the development activities will go right by.

Mayor Mewborn stated he concurred with the comments of the other members. He added the Board will take a more strategic approach going forward. Mayor Mewborn stated "working together works," and the Board is trying to get it right.

B. Customer Service Guidelines — Mayor Ivory Mewborn

Mayor Mewborn introducted the topic.

Item Explanation
In calendar year 2024, the Board considered several revisions to the Customer Service Guidelines, and in Dec 2024 the current version was approved. Since Dec 2024, town staff have received several calls from Ayden residents and business owners related to the various revisions. This topic was added to the Special Meeting agenda by request of Mayor Ivory Mewborn.

Staff Comments
There are no staff comments at this time.

Action Requested
The staff recommends that the Board discuss any concerns related to the policy.

See **Attachment A** for the slides titled: "2024AydenCustomerServiceManual."
See **Attachment B** for the slides titled: "Utility Deposits."

Mayor Mewborn stated it is his opinion that the way we are going as a town, "we are not going to give away the bank." Further stating that "everyone who plays in, pays in." Mayor Mewborn stated the Town has received a lot of complaints that stem from the recent changes. He added that "there have been some things that have been passed, that, in his humble opinion, should not have been passed." Mayor Mewborn added that it would be a "poor reflection on the board" if someone were to tie our votes with what has been given to the citizens. "Never have I, seen the climate in this town the way it is now. People are outraged," Mayor Mewborn continued. Mayor Mewborn stated he cannot demand the board vote the way he wants. He added that "I don't say things I don't mean, and the things I say, I do mean." Mayor Mewborn stated he was ashamed at the way the citizens have responded. Mayor Mewborn stated "Do I feel like we did the right thing with the new utility deposit? No, I don't." Mayor Mewborn added that when the policy was brought to the board, he was against it, and he still is. He added that "A lot of the things that are coming out from this small town of Ayden, those of us up here on this board, and some of you all, should be embarrassed."

Commissioner Newell stated the Board is going to go through the policy, and simplify it for the citizens.

Mayor Pro-tem Langley asked if he could address a few questions with Finance Director, Marsha Hall. Director Hall approached the podium. Mayor Pro-tem Langley asked Director Hall where the deposit amount came from. Director Hall stated she reached out to the Office of NC Treasury, and when they reviewed our policy, they felt it was a perfect example and the content and numbers were based on current best practices. Director Hall added that the State uses a formula for distressed systems, and it has been suggested that Ayden's deposit could actually be higher to best provide for the expenses needed to maintain and repair its infrastructure. She added the $450 deposit amount was based on the average utility bill amount. Mayor Pro-tem Langley stated he reviewed several surrounding area municipalities, and in Greenville, Winterville, and Grifton, the highest deposit amount others are charging is $300.00. Mayor Pro-tem Langley added that it seems as if other towns waive their utility deposit when an applicant shows a good payment history, or good credit, but Ayden is charging $450 regardless. Mayor Pro-tem Langley stated the town needs to add in some content that addresses those situations where an account holder dies. Mayor Pro-tem Langley stated we need to be aware of those situations where an exception to policy may exist, and we need to exercise common sense. Mayor Pro-tem Langley asked Director Hall if the Board needed to put specific content in the policy that they want changed, and Director Hall and Commissioner Newell both agreed. Mayor Pro-tem Langley asked when the policy started to include making a customer pay for their damaged trash cart. Director Hall stated that the requirement has been in the policy for years. The Town Manager stated the town covers repairs and replacements when the damage is from normal wear and tear, but if someone purposefully damages the cart, they are responsible for the repair or replacement expenses. Mayor Pro-tem Langley asked who made the determination. Assistant Town Manager Stephen Smith stood and stated about 99% of incidents, the Town replaces the cart because they can tell its damage from wear and tear, not purposeful damage. Mayor Pro-tem Langley asked why the town staff were telling customers they had to pay for repairs to their carts. Mayor Mewborn stated he received a call from a downtown business owner who was upset about a issue with her trash cart. He shared some of the details, and stated he only knew what she shared with him. Director Hall stated she was aware of the customer's issues, and this morning that business customer came to the Town Hall to apologize for her comments and actions of the day before. Mayor Mewborn stated the business customer mentioned she was not going to pursue anything regarding how she felt she was treated, and she acknowledged she acted a "little warm" with town staff. Director Hall stated she is concerned about how some customers are treating town staff, adding that the town hall recently installed panic buttons, and they have requested police presence to deter the escalating tensions. Director Hall added that staff are prevented from responding to social media posts, and there is a lot of backstory regarding customer actions that they are not allowed to share. Mayor Mewborn shared that he has heard from several people, and many have told him the same basic story about how they feel town staff are treating them. He added that when people come to him, they generally tell him what they want him to know, and he knows there is always a possibility that they are not telling him everything he needs to know. Mayor Mewborn further added, that when the board keeps getting the same comments from a diverse set of citizens, the tendency is to believe what is being said.

Mayor Mewborn asked Director Hall who has the "say-so" regarding how your items get on the agenda and before the Board. Director Hall stated it might help her answer the question if the mayor had a specific example, but in general some items are annual or informational; some require board review and approval by an outside agency, and some are internal business that needs the board's approval. Mayor Mewborn stated "What's causing a stir in our town, are those the things that you put on the board. Did they get passed by management? Because, it's causing such a stir in our town. I am determined to find out where did this all start from. Is it your ideas. Is it management's ideas, or yours collectively?" Town Manager Howard stated he thought he understood the mayor's question, and he offered to clarify. Mayor Mewborn agreed. Town Manager Howard stated that he felt the mayor's question was specific to "When you put something to get voted on by the board" how does that work, and Manager Howard also stated he felt the mayor was asking specifically about the deposit policy. Mayor Mewborn asked Director Hall "Is that totally you?" Director Hall stated she wanted to make sure she was clear on the question, and Mayor Mewborn stated "Well, I made it clear, and if you will listen, I made it clear to you." Director Hall stated that the contents of the draft deposit policy came from input from various state and local resources, and she crafted the draft policy in such a way as to help protect the town. Director Hall added that she met with the town's department heads to get feedback regarding how the draft policy might impact their personnel, and to seek input regarding its contents.

Commissioner Davis arrived.

Mayor Mewborn thanked Director Hall for her comments, and he stated "Back to my original question. Do you have the final say-so?" Director Hall stated she did not, the board does. Mayor Mewborn stated Director Hall was not listening to him again, and that she was disrespecting him. He added "You want to go there, we'll go there." Mayor Mewborn stated "This is not the time for us to be cute, because our citizens are being affected by this. I don't think that you're getting it. So, therefore I ask you what I asked you. The things that have the town in an uproar, right now, was that your decision to bring that to the board, or did you have to get it passed by the manager, assistant manager, staff, or whom? Director Hall asked if Mayor Mewborn was referring to the deposit topic. Mayor Mewborn responded, "No ma'am. With all due respect, now. Every time you come up, almost, I gotta keep [hand gesture]. And, that's not a good thing." Mayor Mewborn asked, who created the policies that you brought to this board in December?" Director Hall stated the agenda items are suggestions, or tie to legal requirements. Mayor Mewborn asked, "Who has the final approval?" Director Hall stated "You do." Mayor Mewborn stated "No ma'am. I am not talking about voting. Don't do that to me." Mayor Mewborn asked, "So, who approves it, Ms. Hall?" Director Hall stated, "You do." Mayor Mewborn instructed Director Hall to stop, and not to keep doing the same thing. Town Manager Howard stated he felt he could see both sides, and asked Mayor Mewborn if he could jump into the conversation. Mayor Mewborn agreed. Town Manager Howard shared an example, the deposit topic, and he asked Director Hall to explain the process for how things make it onto the agenda. Manager Howard added that something like the deposit topic is a multi-departmental topic, and that he takes responsibility for that topic getting onto the agenda. Manager Howard further added that

Town Clerk Crawford mechanically places the items onto the agenda, but he is the one responsible for what gets on the agenda. Manager Howard stated that staff provide input and suggestions on agenda topics, he decides what makes it to the agenda, and he added "The board create policy and we implement it." Manager Howard stated the town is losing money in the utilities area, so this topic needed to get in front of the board for their review and action. He further added that it's the board's decision whether to pass the proposed policy, tweak it, totally reject it or totally accept it. Mayor Mewborn stated that was a good answer, and that was all he was asking. Mayor Mewborn stated, "Responsibility has to fall on someone, and I want to know, as mayor of this town, who's responsible for this chaos that we have encountered, that we continue to encounter on a daily basis. The manager made it clear."

Mayor Pro-tem Langley stated the whole point the mayor is trying to make is to understand the process, because he believes the process should be that staff make suggestions to the manager, who then decides whether to put the topic before the board. Mayor Mewborn added that he wanted to know the answer to the question because there's a reputation in this town about certain people who work for the town, and it doesn't look good. Mayor Mewborn further stated to Director Hall, "I wanted to hear from you. I wanted the audience to hear from you, so that they will know, Mayor pro-tem and I, everyone up here knows how this works, but it's been said that you are the one that's pushing the envelope, You're the one that makes the decision and I wanted to hear from you whether you were or were not. I've just decided." Director Hall stated there are several things that have contributed to the issues in town, including staff turnover, and such, and that staff are just trying to do their best. Mayor Mewborn stated, "We put so much trust in the numbers that you bring us, for those numbers to be accurate, for them to gel where they're supposed to, and all of that. We understand you're only one person." Mayor Mewborn added, "Let me tell you this in a better way. The ones of us that vote regularly, they hinge upon your words, Ms. Hall, and your information. When your words and your information don't come together, like its supposed to, it leaves a bitter taste. And those of us - yes ma'am, let me finish - those of us who are up here, we know that you're not perfect. Just like we're not perfect, but we comb through stuff and we're at the point now, based on citizen's input in addition to what we've seen visually, where we're going to have to look at things a little bit differently when they come from you. I'm honest with you and I'm not talking behind your back. I'm telling you where we are within." Director Hall stated, "I haven't misled you." Mayor Mewborn called on Commissioner Goff.

Commissioner Goff thanked Director Hall and her staff for all that they do. She added that the customer service guidelines look good on paper, until they become challenging for the customer. Commissioner Goff stated the board may need to re-look at the policy and restructure it to better match what's best for the town and customers. Commissioner Goff stated she knows the town is on the LGC's watchlist, and they have to be very careful how the board structures its expenses. She added that the board is totally aware of how their decisions impact the community, and their legal requirements.

Mayor Pro-tem Langley stated thank you to everyone involved and mentioned he had the two changes to the guidelines, specifically, the deceased account holder and the grandfather clause. Town Manager Howard informed Mayor Pro-tem that he was looking at the draft content, and the board has not voted to approve that content for use in the policy, yet.

Commissioner Newell stated he knows Ayden is not a large town, and we have to charge some fees, but we also have to look after our citizens. He added that he felt the policy had too many fees, and that it hammers the citizens. Commissioner Newell wanted to reassure the town and staff that we could find a better way.

Director Hall asked to make some additional comments. Director Hall stated, "I have never intentionally misled this board or anyone else in this room. I'd like that to be in the record because I don't play that way, and as a finance officer, my integrity means everything to me and I don't like it being implied." Mayor Mewborn asked, "Meaning?" Director Hall stated, "I don't like the comment that you made." Mayor Mewborn asked, "What comment?" Director Hall stated, "We can replay, but I have never intentionally misled anyone." Mayor Mewborn asked, "I said that?," to which Director Hall stated, "Yes sir." Mayor Mewborn asked if anybody heard him say that, and an unnamed female in the audience stated "You were kinda rude." Mayor Mewborn stated, "I am asking the question. I had the citizens, ma'am." To which, the female stated, "It sounded like you were pointing the finger at her [Director Hall]." Mayor Mewborn stated, "I have the right to know." The female stated, "She has a boss. Who's her boss?" Mayor Mewborn stated, "It's Mr. Howard." The female stated, "You just let her get murdered." Commissioner Newell stated, "That's enough. No more."

Mayor Mewborn stated, "Ms. Hall, with all due respect to you, if you felt that way, it was not intended that way. The people who elected me hold me accountable. So, something I don't really know, I have a right to ask, why come? Because my citizens wants me to find out what is really going on. They know what they hear, and I had a right to ask you. Never mean to, that's not even in my character, because I'm imperfect, would, wouldn't do that. I don't know what you might be looking for, but I didn't say the words that you said. If it did, it would be reflected in the record, and I will stand behind it." Mayor Mewborn further stated to Director Hall, "I have to ask you things. I am not the one that. I'm not the sit down and shut up mayor. I'm not him. I love this town. Born and raised, and when the citizens of this town keep banging us for information, not only I, but all of us have a right to ask. If it was someone else up here, Steven or whomever, the chief of, man whomever. We have a right. You got to understand that we're indebted to the citizens of this town, and that's what I did. I brought their concerns directly to you, and I'm not ashamed of doing it. I don't have a problem with you. I don't have a problem with Lucia. As a matter of fact, Lucia and I had a great discussion the other week. We found out some things I've learned some things from you."

Mayor Mewborn shared the structure of how things should work within the town. Mayor Mewborn stated to Director Hall, "I wanted to get it from you, because your name is out there."

C. Creation of Task Forces and Comittees — Commissioner Sarah Connor

Commissioner Connor presented the topic.

Item Explanation
During the 10 March 2025 Regular Meeting of the Governing Board, the Board voted to create two Task Forces: one focused on the drainage issues within the town, and one focused on town utilities. As the Board discussed the details for setting up this special meeting, Commissioner Connor requested the topic of task force and committee creation be added to the agenda so that the Board could discuss the matter further.

Staff Comments
There are no staff comments at this time.

Action Requested
For each task force or committee created, the Staff recommends that the Board:
1) Identify which committees and task forces it would like to create.
2) Define the focus for all committees and task forces.
3) Define the personnel structure of each task force or committee created.
4) Provide any additional guidance it deems appropriate.

Mayor Pro-tem Langley stated he felt it was a great idea to create the appropriate task force(s). He asked Commissioner Connor to clarify the task force structure, which she did. He added that he felt having a task with possibly fifteen (15) people might be too many people. Further, he added, we might not get that many people for both task forces.

Mayor Mewborn stated he felt we were moving in the right direction. Commissioner Connor stated she mentioned having an alternate for each ward, because it's possible some members might not be able to attend every meeting, and it would be best if someone represented each ward at each meeting.

Commissioner Goff suggested that a member of the business community be included in the task force structure.

III. BOARD MEMBER COMMENTS

Commissioner Goff stated the reason for a meeting at this time of day was to further the important conversation, while also accommodating the schedules of the board. She thanked everyone who could attend, and she stated the board represents the community's interest. Commissioner Goff added that the board and staff are doing the best they can do, and they all want the same thing - Ayden growing in a healthy way, and serving the community.

Commissioner Davis - No comments.

Commissioner Connor - No comments.

Commissioner Newell - No comments.

Mayor Pro-tem Langley stated that he hopes everyone understands what was covered today. He added that we have a lot of good people working for the Town of Ayden. Finally, he added that he never wants citizens to threaten anyone, including the staff.

Mayor Mewborn thanked everyone for coming out, and encouraged the town to visit the website if you want to know more about how things operate in the town.

IV. ADJOURNMENT

Mayor Mewborn asked if there was a motion for consideration.

Motion to adjourn.

Motion: Commissioner Newell
Second: Commissioner Connor
Discussion: None
Approved: 5-0
Motion passed unanimously.

CERTIFICATION
Minutes from the 03/19/2025 Special Meeting were adopted and certified this 05/12/2025 in Ayden, North Carolina.

THE TOWN OF AYDEN INCORPORATED SEAL 1891 PITT COUNTY, NC

AYDEN, NORTH CAROLINA

Raymond Langley, Mayor Pro-tem

Jeremy Crawford, Town Clerk

Town of Ayden
Customer Service Guidelines

AYDEN

WWW.AYDEN.COM

Attachment A

Establishing Service

The Town's Customer Service Department is in the Ayden Town Hall, 4144 West Avenue. The Customer Service is open from 8:30 a.m. to 5:00 p.m. Monday through Friday. Routine and regular service is performed during these hours except for holidays. Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location.

1. Application for Service: To begin the process, a customer must complete a Utility Service Application which may be obtained by one of the following methods:
    a. Visit our website and download a form.
    b. Email billing@ayden.com to request a form.
    c. Call Customer Service at (252) 481-5817 and request a form be faxed, mailed, or emailed.
    d. Visit the Customer Service Department at 4144 West Avenue
    e. Payment to establish a new service must be made prior to 3pm during office hours if requesting same day service. Same day service is not guaranteed.

2. Additional Information and Deposits: In addition to the fully completed Utility Service Application the customer must provide:
    a. Account deposit
    b. Valid State or Federal Issue Photo ID for **ALL** applicants.
    c. Social Security Number or EIN Federal Tax ID number in the case of a business. In the absence of SS# the account will be assessed a higher deposit.
    d. Lease agreement or Settlement Statement from the home purchase.
    e. Presence of in-ground irrigation system, if applicable.
    f. Presence of swimming pool, if applicable.
    g. Provide proof of property ownership.
    h. Pay bills by the "Due Date" shown on the monthly bill.
    i. A customer is required to pay a one-time administrative fee to begin utility service.

Any request for a social security number on the utility application is completely voluntary. It is requested for verification of your identity and to serve to collect any unpaid utility balance if you default on payment once the account is closed. Failure to provide results in a high utility deposit.

Upon completion of the Utility Service Application, review of additional information and payment of deposit and connection fee, the account shall be scheduled for connection. Customers may request connection dates in the future up to 30 days. The Town does not guarantee same day service.

Customers wishing to have utilities connected to a property that has not had utilities on for 180 days or more, will need to apply for an electrical inspection with the Pitt County Inspections Department.

A copy of the passed inspection report must be provided to the Town prior to services being connected.

Customer responsibility

- Allow the Town staff to have access to the property to set up and maintain service.
- Pay bills by the "Due Date" shown on the monthly bill.
- Install, maintain, and repair wiring in the home/business that conforms to all applicable law, rules, and regulations.
- The Town provides utility services for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given to anyone, including a neighbor. Violation of this policy will be cause for disconnecting service in accordance with applicable ordinances.
- Any request for utility service or a request to add another service connection by a customer will be handled as a request for all services applicable to the location. If a customer applies for utility service at a property that did not have active utility service at the time of the meter changeouts, the owner will incur the charge for new meters at the Town's current cost. If the Town discovers damage to any of our utility services, the customer will be responsible for the cost of replacement or repair as listed in the Fee & Charges Schedule.

Energy Audit Requirement

The Town, at its discretion, may require properties that have a history of high utility usage and poor payment over several owners or tenants, to have an energy audit performed before services are connected.

Prior Debt

The Town will not furnish service to an applicant who is indebted to the Town for service previously furnished unless and until the debt is satisfied in full. No personal checks will be accept for prior debt payment or deposits.

Customer Deposits

1. Residential: All utility accounts must include a guarantee of payment:
    a. Paying an account deposit as defined in the fee schedule. Deposits are held until the account is closed or disconnected for nonpayment. No interest will be paid.

2. Non-residential: All non-residential utility accounts must include a guarantee of payment which must be demonstrated by paying an account deposit as defined in the fee schedule. Deposits are held until the account is closed or disconnected for nonpayment. No interest will be paid.

Future Deposits

Any customer whose service is involuntarily terminated for non-payment, meter tampering, or other reasons will be required to pay a deposit, or an additional deposit, as specified in the above information, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a greater amount based upon account history.

Refunding Deposits

A deposit will be credited to the customer's account upon disconnection of service. After the deposit is applied, all outstanding balances on a final bill will be the responsibility of the customer and must be paid within Thirty-one (31) days or the balance will be turned over for collection. Deposits will not be refunded if the customer has another account with a balance. The remaining credit on the account will be transferred to the account with a balance.

Billing

Each account shall be billed on a monthly schedule. From the date of the bill, the customer has 20 days to pay the account without penalty. On the 21st day, a 3% penalty will be applied. If payment is not received prior to the 25th day, a non-payment penalty will be applied, and the account becomes eligible for disconnection. (See List of Fees & Charges located on the Town website)

Billing Adjustments

The Town makes every effort to accurately bill all utility accounts. From time to time however, errors may occur. These errors may result in over billing or under billing a customer's account. Immediately upon discovery of such error, the Town shall begin the process of either billing the customer for undercharges or crediting the customer's account for overcharges. In no circumstance shall the Town back bill a customer or credit a customer's account for greater than a 24-month period.

Deceased Customer Accounts

In the event of the Town discovering that an active utility account is listed in a deceased customer's name, the Town will send a certified letter requesting that service be transferred to someone in charge of the Estate within 30 days. Failure to do so within 30 days will result in disconnection of utility services.

Customer Requested Adjustments

The Town recognizes that customers may experience failure of equipment and appliances that can result in higher-than-normal consumption. On a case-by-case basis, the Town shall investigate the nature of the failure and determine if the account is eligible for an adjustment. In most cases, however, accounts are not eligible for an adjustment. A notable exception would be in the case of a burst water pipe which may be eligible for a credit on the calculated cost of sewer service. If the Town determines that an account is eligible for an adjustment, proof of repair in the form of a paid invoice to a contractor or a receipt for repair supplies must be provided before the adjustment can be completed.

Disputed Bill and Hearing

If a customer disputes the accuracy of his or her bill, he or she has the right to a hearing at which he may be present or be represented by another person of his choosing who may present orally or in writing his or her compliance and contentions. The Finance Director has the authority to settle the issue. Appeals must be made to the Town Manager prior to appearing before the Board of Commissioners.

Payments

All accounts must be paid in full by the due date monthly or they may become eligible for disconnection. Customers may make payments by:

1. Mailing a check or money order to Post Office Box 219 Ayden, NC 28513.
2. Using a debit or credit card via the Town of Ayden's website at www.ayden.com
3. Participation in automatic bank draft. An application for bank draft can be found at www.ayden.com
4. Visiting the Customer Service Department at 4144 West Avenue during normal business hours. We accept cash, checks, money orders, debit, and credit cards (convenience fee applies).
5. For customer convenience, payments by check or money order may be placed in our drive thru drop box located in the parking lot at the Town Hall. Payments are retrieved daily at 8:30am on regular business days.

A bill is past due if not paid by 5:00pm on the due date.

Extensions on Payment Due Dates

Customers may request an extension for their delinquent utility bill balance before their disconnect date. The maximum length of time allowed is 10 days past the disconnect date. The extension must be requested by the account holder and must be documented on the customer's account. These requests can be made in person at our office at 4144 West Avenue, online at the Town website of by phone. These requests need to be made 48 hours prior to the cutoff date. If the request is made less than 48 hours prior to the cutoff date, the request will **not** be honored. If payment is not received as documented, utility services will be disconnected without further notice and the balance must be paid in full to restore services.

Customers participating in Bank Draft, Budget Billing, or Senior Citizen/Disabled Due Date are **not** eligible for extensions.

An extension is a privilege and may be granted based on customer need and circumstances. Approval of an extension request is not guaranteed. No more than two (2) extensions shall be granted within a 12-month period.

Payment Plan Arrangement

Due to unforeseen circumstances, customers may need to spread the bill over time to avoid disconnection. The Finance Director, on a case-by-case basis, will review the circumstances and determine if a customer is eligible for a payment plan. Only one payment plan is allowed in a 12-month period. Maximum length for a payment plan is 12 months. Failure to make future utility payments timely will void payment plan arrangement, requiring remaining amount due to be paid in full immediately or be subject to disconnection.

Senior Citizen and Disabled Customer's Due Date

The Town will transition from 4 Billing Cycles to 2 Billing Cycles in early 2025. For those clients with Special Due Dates that do not coincide with the new billing cycles, the Town Finance Department will work with them individually to find the best billing and payment plan. During the anticipated 2-3-month transition, these clients will not incur late fees. At the completion of the transition, the Special Due Dates program will be dissolved, and all client accounts will be under the then-current Customer Service Guidelines.

Email and Text Authorization

Many times, the Town attempts to correspond with customers through email and/or text. By providing the Town an email address and a cell phone number, a customer authorizes the Town to communicate with them in this manner. Such communication can include private account information.

Returned Checks or Drafts

The Town will accept only cash, certified check, money order, or credit/debit card from any customer having two (2) returned checks or drafts. Upon receipt of the first returned check or draft, the customer will be informed either by phone call or door hanger that they have 48 hours from notification to pay the returned item with either money order, debit/credit card, or cash. (The second occurrence of a returned check or draft the customer will **not** receive a phone call or door hanger prior to disconnection of service.) Upon receipt of a second returned check or draft, the customer will be advised that all bills must be paid in cash, credit/debit card, or by money order for the duration of the account.

If a returned check or draft is not paid within the 48-hour period, utility service will be disconnected without further notice. Customers disconnected after a returned check or draft which has not been satisfied within 48 hours shall be notified that they have 10-days to clear the unpaid balance with the Town or the matter is turned over to the Pitt County District Attorney's office for collection. In the event a new customer posts a utility account deposit by personal or corporate check and the check is returned to the Town for any reason, the account will be immediately disconnected without benefit of prior notification. A notation of this provision shall be included on the customer service agreement signed by the customer at the time of account activation.

As allowed by the State of North Carolina, a charge is added to the customer's bill for each returned check. (See List of Fees & Charges located on the Town website)

Assistance for Paying Bills

There are several organizations that may assist customers who are having difficulty paying their bills. We encourage each customer to seek assistance prior to their disconnection of services for nonpayment.

1. Pitt County Social Services 252-902-1110

2. Ayden Area Ministries
3. Salvation Army 252-756-3388

Equal Payment Plan

The Town offers our customers a payment option which allows them to pay a flat amount per month for utility service. To participate in the program, customers must have excellent or good credit with the Town. This amount is the average of the prior twelve (12) months of utility consumption. Due dates for payments remain the same as normal and all penalty and disconnect policies will remain in effect. No penalties will accrue, regardless of the account balance, if the payment is received by the due date. In the event of nonpayment disconnection, or more than two cutoff penalties charged to the account during the twelve (12) month period, the customer will be required to bring their account to a zero balance and will no longer be eligible for the program. During the customer's twelfth month of participation, their monthly payment will be recalculated. At that time, any credit balance or balance due will be paid in full to or from the customer. The customer will be notified by letter of the new monthly payment amount. If the customer chooses to be removed from Budget Billing, any past due balance is owed immediately.

Any customer, who has had any delinquencies or bad checks, in the previous twelve months, will not be eligible to participate in the Equal Payment Plan.

Customers enrolled in the Equal Payment Plan will be automatically renewed each year. If an enrolled customer no longer desires to participate in the program, they must notify customer service in writing.

No payment extensions are allowed for Equal Pay customers. No exceptions

Bank Draft Plan

The Town offers customers the option of having their checking accounts drafted on the day before their due date. This relieves the customer of having a lost or late payment and saves a trip to Town Hall or the cost of an envelope or stamp. The draft date will be the day before or the day of the due date each month. A customer's due date is based on which billing cycle the customer is in. The Town has five billing cycles. Customers wishing to participate in the Bank Draft Plan should contact Customer Service to determine which billing cycle they are in. The customer will need to provide the Town a voided check. Only customers with good credit (no return checks) will be eligible for this program.
Any draft returned by the bank due to insufficient funds or a closed account will be treated as a returned check, charged the maximum allowed returned check fee and released from the bank draft program.

No payment extensions are allowed for Bank Draft customers. No exceptions

Medical Alert Program

The purpose of this program is to identify customers with chronic or critical health concerns by means of a medical seal affixed to the electric meter on the home. In the event of unplanned interruptions of electric service, such as are common following storms, homes designated with a medical seal are given higher priority for restoration of service. Due to circumstances beyond the control of the Town and its employees (storm damage, loss of generation, etc.), electric power cannot be guaranteed 100 percent of the time. Each customer listed with the Medical Alert Program should have a back-up plan for movement of the life support patient if the Town is unable to restore power in a length of time that is acceptable.

In the event of non-payment, homes designated with a medical seal are given personal notification in the form of a phone call, face to face meeting or certified letter of the pending disconnection of electric service. Customers with a medical seal will be disconnected for nonpayment following diligent and proper notice.

Participation in the Medical Alert Program is restricted to customers with documented chronic or critical health concerns. The Town must receive an annual certification of medical necessity form completed by a physician or hospital. If after notification from Town to the customer that the annual certification has not been received, you will be removed from the Medical Alert Program.

Disconnecting Service

Voluntary Disconnection: A customer may request voluntary disconnection of service. Request must be made in writing or by email and should include ID, service location, the date of service to be disconnected the forwarding mailing address for the final bill. Upon receipt of the required information, the account shall be scheduled for disconnection. Customers may request disconnection dates in the future. Same day disconnections are **not** guaranteed.

It is the customer's responsibility to request service be disconnected. Request made by persons other than the customer account holder, including landlords, will not be honored. The customer will be responsible for all services and fees charged to the account up to the date of the requested disconnection.

Involuntary Disconnection of Service: The Town may discontinue utility service for any of the following reasons:

a) Failure of the customer to pay bills for utility service.
b) Failure of the customer to pay deposits for utility service.
c) Failure of the customer to pay a returned check or draft.
d) Upon discovery of meter tampering including bypassing the meter or altering its function.
e) Failure of the customer to permit Town employee's access to their meters and/or load management switches at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of Town policy.
f) Use of power for unlawful reasons.
g) Discovery of a condition which is determined to be hazardous or unsafe.
h) Provision of false information on a Utility Service Application.
i) Failure to provide all required documents for opening an account.

After an account has been closed either by customer request or policy of the Town, all funds, including deposits, refunds, and overcharge credits will be first applied to amounts owed the Town on the closed account. Remaining funds will then be applied to any amounts owed on any other accounts the customer may have with the Town. When those accounts have been fully satisfied, a check for any remaining funds will be issued to the customer.

Disconnection During Extreme Weather

The Town will not exercise its right to disconnect service for non-payment of any bill when the safety and well-being of a customer may be at stake. For that reason, disconnection for non-payment may not be conducted on an extremely cold winter day when temperature is 32 degrees or below nor on extremely hot summer days when temperature is 100 degrees or more. If a customer's bill remains unpaid on the next business day, the disconnect for non-payment may then occur. This delay in disconnection for non-payment will not preclude the Town from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

Transferring Service

If transferring service from one location to another that the Town services, all past due bills must be paid in full. The remaining amount owed, and any fees will be transferred to the new account. A new deposit may also be assessed. New application needs to be fill out.

Reconnection

When it becomes necessary for the Town to discontinue services for any of the reasons listed in Involuntary Disconnection of Service, service will be restored after payment of:

1. All past due bills due to the Town including additional fees and charges required by this policy.
2. Any deposit as required.
3. Any material and labor cost incurred by the Town according to the current fee schedule.
4. Reconnecting services payment must be received by 3pm during business hours for services to be reconnected. Same day reconnect is not guaranteed.

Payment for reconnection must be made by cash, money order, debit, or credit card. No checks will be accepted. NO EXCEPTIONS.

After-hour reconnection is **not** available to our customers. Same day reconnections may not be available.

Meter Reading

Utility meters are read by the Town according to an established schedule. Reading dates vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods are assumed to be 30 days but may range from 27 to 33 days. The Town's well-trained meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the Town will make the adjustments, and a new bill may be issued upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.

Meter Switch Tampering

All meters and other equipment furnished by the Town will be the property of the Town. It is unlawful for anyone other than a Town's agent to cut on or off utility services (including electricity, water, or load management.) Tampering with electric meters is prohibited by North Carolina Statues 14-159-1 and 14-151-1. Tampering with a meter or bypassing a meter is the same as stealing. Many customers who would be financially burdened with paying for the stolen services require the aggressive enforcement of this policy. The Town will call for prosecution of cases of meter tampering, electric water theft and fraud to the fullest extent of the law. Any damage to these devices will be paid for by the customer. Should any Town personnel find an electric meter with the seal cut or removed, whether during utility disconnection or normal meter reading cycles, a charge of up to $500 will be added to the customer's account, which will be subject to any utility payment policies of the Town. Should a customer discover and report their seal cut, no charge will be levied.

Any residential, commercial, or rental property served by the Town with three or more incidences of a cut seal, whether voluntarily reported or through Town discovery, will face permanent discontinuance of service with the Town.

Residential & Commercial

Utility Deposits

Attachment B

AYDEN

Why do we charge deposits?

Attachment B

Reduce Liability

Attachment B

RESIDENTIAL DEPOSITS

Attachment B

AYDEN

Town of Ayden submitted $94,970 to NC Debt Set off

(January 2024 – December 2024)

129 Accounts

(123) $74,956 RESIDENTIAL utility accounts last year

(6) $20,014 Code Enforcement (Condemnation/Grass Cuts)

Attachment B

The amount was more than that..

Attachment B

We cannot submit to NC Debt Set off

- If they are Deceased
- If the Account Balance is less than $50
- If we do not have the Social Security Number (This was not always done)

Attachment B

Payments from NC Debt Set off

- We are not the highest priority agency
- NC State Tax Refund only- not Federal Returns
- Lottery Winnings
- $15 is deducted from every payment for administrative cost

Attachment B

Residential Utility Deposit

$450

Stays on until the account until it is closed

No more credit checks

Attachment B

Previously we ran Credit Checks for everyone requesting a Residential utility account

If the credit score was poor, clients were required to pay a deposit.
If they passed the credit check, no deposit was required.
For the clients that had poor credit, after a year of timely payments, the deposit was applied to the account.

Our policy has always reserved the right to recharge the deposit if 2 late payments/2 disconnects after the deposit was credited.

We found out that passing the credit check was not a guarantee for timely payments.
Many times we found that after we credited the deposit back to the account we had to recharge the deposit due to disconnects and late payments.

Which increased our liability but also creating a hardship for the account holder.

Currently, everyone pays a deposit. The deposit remains on the account until it is closed.
The deposit is used to offset any balance and anything remaining is sent to the customer.
Clients closing their accounts are eager to leave their forwarding address for any remaining deposit.
Having up to date forwarding addresses, helps offset the workload of eSheats for the state (checks not cashed).

Attachment B

- Town received $29,992 in 2024 year from NC Debt Set off
  - 129 Accounts
  - Out of the 129 that paid $33,554.59 remains on their accounts
- Amount received reflects years of past accounts with balances

- 1 Tax account $60 (2015)
- 3 Housing Authority accounts $555 (2022)
- 1 Condemnation $295
- 124 Utility accounts $29,082

Attachment B

Since 2006
Town of Ayden has submitted
$1,082,839
to NC Debt Set Off

81% of that amount is for Utilities $887,550

Attachment B

We have ONLY collected $255,182 from Debt Set off since 2006- March 2025

Attachment B

COMMERCIAL DEPOSITS

AYDEN

Attachment B

Commercial Deposit Amounts are determined by:

- average electric (kw) usage
- size of building

Attachment B

Small Commercial Utility Deposits $600

Large Commercial Utility Deposits $3,000

Industrial Commercial Utility Deposits $3,500

Attachment B

No Credit Checks for Businesses

No way to recoup any unpaid balances

Cannot send to NC Debt Set Off unless the business owner applies using their SSN

Attachment B

If business ownership changes, including location we require a new account to be established

Attachment B

Why?

Attachment B

Businesses can change owners and/or legal entities (LLC, S Corp, Inc.) using same established business name as a different DBA's and we are left with old accounts with balances

Attachment B

$68,993

Town of Ayden has 102 Inactive Business/Commercial Accounts

Cannot collect – No way to collect, deposit is the only way to reduce liability for commercial account

Size of Building may be smaller/larger

Attachment B

Town of Ayden does not earn interest on Deposits

Attachment B

Questions?

Attachment B