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General Manager Directive 2020-03

Pursuant to the authority delegated to the General Manager of the Fayetteville Public Works Commission (PWC) by its Commissioners, acting unanimously, during their public meeting on May 27, 2020, I hereby issue this Directive to implement PWC's payment plans for all of PWC's residential customers in accordance with the Governor's Executive Order No. 124 issued March 31, 2020, as amended by Executive Order No. 142 issued May 30, 2020. To the extent this Directive is inconsistent with PWC's currently effective Service Regulations and Charges, this Directive shall govern all payment plans implemented hereunder. This Directive shall remain in effect until 11:59 p.m. on January 31, 2021, unless a subsequent amendment, rescission, or superseding Directive is issued.

Each Customer with an unpaid EO Balance as of the Start Date shall automatically be placed on a Plan. No charge will be assessed for the Customer's placement on a Plan. "Customer" means a current residential customer of PWC purchasing electricity (including lighting services), water, and/or wastewater service from PWC. "EO Balance" means the total amount that PWC invoiced to the Customer for electricity, water, and wastewater service through July 31, 2020, but the EO Balance excludes debt obligations that were incurred prior to March 31, 2020, that are attributable to Customer but have not yet been associated with Customer's current account for any reason (including, for example, but not limited to, customer name changes). PWC's invoices are issued in arrears and are due when issued, so the assigned date and bill date are deemed to be the issuance date. "Start Date" means the day that is two (2) Business Days before the Customer's August 2020 invoice issuance date, and the term "Business Day" means each day of the week that is not a Saturday, Sunday, or Holiday. "Holiday" is defined in the Service Regulations and Charges. "Plan" means a reasonable payment arrangement that is subject to the following terms and conditions:

1. Each Plan shall be for a term of six (6) months.
2. During each month in which the Plan is in effect, the Customer will be invoiced for one-sixth (1/6) of the amount of the unpaid EO Balance as of the Start Date. The amount due under the Plan will be identified in a separate line item on PWC's monthly invoices sent out during the term of this Directive.
3. Amounts due under the Plan shall not be subject to late fees or interest during the term of this Directive.

4. If a Customer fails to timely pay an amount due under the Plan, PWC will not disconnect electricity, water, and/or wastewater service until at least ten (10) days after payment is past due. PWC will also send via email and/or US Mail a written notice of disconnection to the Customer prior to implementing the disconnection.
5. In order to reconnect electricity, water, and/or wastewater service, the Customer must pay all amounts overdue under the Plan and the Current Invoice (or such amount of the Current Invoice as PWC shall require under the applicable relevant circumstances), and the Customer will be required to pay a reconnection fee assessed in accordance with the Service Regulations and Charges. "Current Invoice" means the amount due and owing to PWC identified on an invoice issued by PWC to the Customer on and after August 1, 2020, for electricity, water, and/or wastewater service, excluding the unpaid EO Balance. Reasonable limited modification of a Plan based may be implemented by PWC upon Customer request based upon under the applicable relevant circumstances.
6. Current Invoice amounts are subject to late fees in accordance with the Service Regulations and Charges. Interest will not be charged on any Customer balance due until the term of this Directive expires.
7. Payments made to PWC by or on behalf of Customers who are subject to a Plan will be applied in the following order: payments will first be applied to the oldest 1/6 balance(s) past due under the Plan and then to the 1/6 balance currently due under the Plan. The remainder of the payment shall be applied to the Current Invoice in accordance with the Service Regulations and Charges. Overpayments will be applied as a credit to one or more successive future monthly invoices in the same foregoing order.
8. PWC will not accelerate the balance due under the Plan during the term of this Directive. However, at any time, each Customer has the right to pay early some or all of the balance due under the Plan. In order to ensure that the Customer's payment is properly allocated to the early payment of the Plan (rather than a Current Invoice in a future month), the Customer must communicate with PWC's Customer Service department and confirm that any excess payment is to be applied to reduce the balance due under the Plan. PWC will provide more detailed instructions on these required communications on the Customer's monthly invoice. Please be advised that PWC will not recompute the monthly amount due under the Plan as a result of any early payments.
9. PWC will not report the Customer to a credit reporting agency solely due to the Customer's participation in a Plan, and PWC will not report the Customer's participation in a Plan to a credit reporting agency if the Customer remains in compliance with the Plan. PWC will not treat the Customer's participation in a Plan as relevant to PWC's evaluation of the Customer's

credit history for the purpose determining whether a deposit is required or an existing deposit must be increased if the Customer is in compliance with the Plan.

10. PWC will allow each Customer to move and transfer accounts to a new service location within PWC's service area if the Customer is in compliance with the Plan and is current on the payment of the Customer's Current Invoices.
11. A Customer who voluntarily elects to terminate utility purchases from PWC will cease to be a PWC customer upon the termination date, at which point the full balance, comprised on the unpaid EO Balance, all unpaid Current Invoices, and all electricity, water, and/or wastewater service sold to the Customer but unbilled until the termination, shall become immediately due and payable in full, and PWC will apply the deposit to reduce the full balance and invoice Customer for the remainder if the deposit is insufficient.

Dated this 10 day of August, 2020.

Fayetteville Public Works Commission

By: D. W. Trego
David W. Trego / CEO/General Manager