TOWN OF YANCEYVILLE
WATER & SEWER RULES AND REGULATIONS

I. CLASSIFICATION OF SERVICE

All services are classified under one category to include residential, institutional, churches and commercial users.

II. RATE SCHEDULE AND TAP FEES

A. See Utility Billing Clerk for Rate Schedule

B. Tap Fees:

PLEASE SEE POLICY STATEMENT ON WATER AND SEWER TAP FEES AND CONNECTION FEES.

III. APPLICATION FOR SERVICE

A. Service will be supplied only to those who apply.

B. Consumers will make application for service in person at Town Hall and at the same time make the required deposit guarantee.

C. The Town may reject any application for service not available under a standard rate or which involves excessive cost, or which may affect the supply of service to other customers or for other good and sufficient reasons in which case the deposit fee will be refunded.

D. Property Owner Requirement

1) Any charges for use of municipal water, sewer, solid waste billing for residential properties shall be the responsibility of the property owner of record. From the effective date of this amended policy, each utility account shall be the responsibility of the owner of the property served by the Town. Each property owner shall provide to the Town documentation of property ownership as may be required by the Town as a condition of receiving continuing utility service.

2) Bills will be sent to the property owner and the property owner will be responsible for the bill. The method used by the property owner to collect the utility money from the tenant is between the property owner and the tenant, and the town has no obligation to intervene.

3) For those tenants currently receiving utility billings, those tenants shall be entitled to continue to receive utility billings in their own name until that property shall be vacated by that tenant. Thereafter, the property owner must comply with Section A in order to establish an account.

4) Furthermore, in the event a current tenant who is receiving billings on either residential or commercial properties becomes delinquent in the payment of his utility bills and is disconnected from service, then the tenant forfeits his right to have future billings in his own name, his account will be closed, and the property owner will be responsible for establishing future accounts. The tenant in that circumstance will still be liable to the Town for all delinquency charges and other costs that were issued to their name.

E. The Town may reject any application for service which an applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises has been served water and has not paid for the same, the Town shall not be required to render service to anyone at said location where the water was used until said water bill has been paid.

F. The Town shall reject any application for service when the applicant is delinquent in the payment of previously incurred Town of Yanceyville ad volorem taxes, the Town shall not be required to render service to the applicant until said delinquent taxes have been paid.

IV. INITIAL OR MINIMUM CHARGE

A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location.

B. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

V. TOWN'S RESPONSIBILITY AND LIABILITY

A. The Town shall run a service line from it's distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served, and for which a tap-on fee then in effect for each size of meter will be charged.

B. The Town may install it's meter at the property line or, at the Town's option, On the consumer's property or in a location mutually agreed upon.

C. When two or more meters are to be installed on the same premises for

different consumers, they shall be closely grouped and each clearly designated to which consumer applies.

D. The Town does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible thereof.

E. The Town reserves the right to refuse service unless the consumer's lines or piping are installed in such manner as to prevent cross-connections or backflow.

F. The Town shall not be liable for damage any kind whatsoever resulting from water or the use of water on the consumer's property, unless such damage results from negligence on the part of the Town. The Town shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the consumer's premises. The Town shall not be responsible for negligence of third persons or forces beyond the control of the Town resulting in any interruption of service.

G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VI. CONSUMER'S RESPONSIBILITY

A. Piping on the consumer's premises must be so arranged that the connections conveniently located with respect to the Town's lines or mains.

B. If the consumer's piping on consumer's premises is so arranged that the Town is called upon to provide additional meters, each placing metering will be considered as a separate and individual account.

C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter – unobstructed and accessible at all times to the meter reader.

D. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the Town shall provide a like valve on the Town's side of such meter.

E. The consumer's piping and apparatus shall be installed and maintained by the Consumer at the consumer's expense in a safe and efficient manner and in accordance with the Town's rules and regulations and in full compliance with the sanitary regulations of the State of North Carolina.

F. The consumer shall guarantee proper protection for the Town's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the Town.

G. In the event that any loss or damage to the property of the Town or any accident or injury to persons or property is caused by or results the negligence or wrongful act of

the consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the Town; and any liability otherwise resulting shall be assumed by the consumer.

H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, the Town may discontinue service.

I. Per North Carolina General Statute 14-151.1, it is illegal for any unauthorized person to alter, tamper with, relocate, willfully damage, or bypass a water meter. It is illegal for any unauthorized person to reconnect a water meter after Town of Yanceyville personnel have disconnected it.

Tampering with any water or sewer structure, apparatus, or meter, is also subject to criminal charges. Any person violating these provisions may be found guilty of a Class 1 misdemeanor. Whomever if found guilty in civil action of violating these provisions shall be liable to the Town of Yanceyville in triple the amount of losses and damages sustained or $500, whichever is greater.

The fact that water is turned on to any premises by an occupant thereof without the approval of Town of Yanceyville personnel shall not relieve such premises of liability for the unauthorized use of water and damage to Town property.

VII. EXTENSIONS TO MAINS AND SERVICES

A. Water distribution lines and sewer collection lines to serve undeveloped Subdivisions will be handled as follows:

- The developer will submit plans for review and approval by the Town, it's engineer and the state of North Carolina.
- Lines will be installed in accordance with the approved plans.
- The developer will assume the entire cost.

B. Extensions outside the Town:

Extension of water and sewer collection lines outside the Town area will be handled as follows:

- The plans for the extension shall be submitted for review and approval by the Town, it's engineer and the state of North Carolina.
- The lines will be installed in accordance with the approved plans.
- The developer will assume the entire cost.

VIII. ACCESS TO PREMISES

A. Duly authorized agents of the Town shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing

Town property, inspecting piping, reading or testing meters or for any purpose in connection with the Town's service and facilities.

B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the Town a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the Town water facilities and lines so as to be able to furnish service to the consumer.

IX. CHANGE OF OCCUPANCY

A. Not less than three [3] days notice must be given in person or in writing, at the Town's office, to discontinue service for a change of occupancy.
B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.

X. METER READING – BILLING – COLLECTING

A. Meters will be read and bills rendered monthly; but the Town reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.

B. Bills for water and sewer will be figured in accordance with the Town's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.

C. Charges for service commences when meter is installed and connection made, whether used or not.

D. Readings from different meters will not be combined for billing, irrespective of the fact those said meters may be for the same or different premises, or for the same or different consumers or for the same or different services.

E. Bills are rendered and become delinquent thirty [30] days thereafter whereupon service may be discontinued by the Town.

F. A late fee will be added to delinquent accounts on the day after the 30th of each month. Nonpayment by 5:00 PM on the 9th of each month will result in a nonpayment fee and be subject to disconnect.

G. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

H. Public Enterprise Customer Billing Privacy amends NCGS 132-1.1 (amended 01-02) to provide that billing information compiled and maintained by a city or county or other public entity providing utility services in connection with the ownership or operation of a public enterprise is not a public record. Disclosure by a city

or county of billing information is allowed if the information is 1. Useful or necessary in connection with the issuance of bonds or other obligations, 2. Necessary to assist in maintaining the integrity and quality of services or 3. Necessary to assist law enforcement or other public safety officers or judicial officers in the performance of their duties.

XI. MASTER METER REQUIREMENTS FOR MULTIFAMILY DWELLINGS

A. Property owners of multifamily dwellings established after January 5, 2000, with five [5] or more units on one [1] parcel of property are required to install a master meter for water and sewer billing. Bills for usage will be mailed to the property owners. For the purpose of policy, the definition of unit is a manufactured home, apartment, town house, duplex or condominium.

B. It is the responsibility of the property owner to purchase and install master meters.

C. The Town, when requested, will provide technical assistance in placement of master meters.

XII. SUSPENSION OF SERVICE

A. When services are discontinued and all bills are paid, any deposit will be refunded.

B. Upon suspension of service for nonpayment of bills, the deposit will be applied by the Town toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the Town may proceed to collect the balance in the usual way provided by law for the collection of debts.

C. Service suspended for nonpayment of bills will be restored only after bills are paid in full, redeposit made, and a nonpayment fee is paid for each meter reconnected.

D. The Town reserves the right to discontinue its service without notice for the following additional reasons:

- To prevent fraud or abuse
- Consumer's willful disregard of the Town's rules
- Emergency repairs
- Insufficiency of supply due to circumstances beyond the Town's control
- Legal procedures
- Direction of public authorities
- Strike, riot, fire, flood, accident or any unavoidable cause

E. The Town may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

XIII. COMPLAINTS – ADJUSTMENTS

A. If the consumer believes the bill to be in error, they shall present their claim, in person, at the Town's office before the bill becomes delinquent. Such claim if made after the bill has become delinquent shall not be effective in preventing interruption of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice claim.

B. The Town will make a special meter readings at the request of the consumer for a fee of $ 5.00 provided, however, that if such special reading discloses that the meter was overread, no charge will be made.

C. Meters will be tested at the request of the consumer upon payment to the Town of the actual cost to the Town of making the test provided; however, that if the meter is found to overregister beyond 100 per centum of the correct volume, no charge will be made.

D. If the seal of a meter is broken by other than the Town's representative or if the meter fails to register correctly or is stopped for any cause; the consumer shall pay an amount estimated from the record of their previous bills and/or from other proper data.

E. In the event of a documented leak by a licensed plumber, the Town will give each customer a credit or leak adjustment **once** per each **twelve month (12) period**. The adjustment will be made to the Sewer amount (or 42 % of the water amount) on the high bill. To receive a credit, a receipt of repairs made to the plumbing contractor as the result of a leak must be presented to the Utility Billing and Collections Clerk.

Note – a leak adjustment will not be made if the Town notifies a customer of a leak and the customer requests no interruption in service.

F. If, as a result of a leak, a **residential** customer receives a leak adjustment according to Section XIV (E), and the resulting balance remains between $200 and $5,000, the customer is eligible to receive a payment arrangement with the Town. The arrangement will consist of four (4) even payments made consecutively beginning with the current billing cycle due date. In addition to past due arrangement, the current and future monthly bills must be paid in full. Failure to make any one of the four payments by the normal payment cycle, will be subject to disconnect and the past due amount will be due in full.

If, as a result of a leak, a **commercial** customer receives a leak adjustment according to Section XIV (E), and the resulting balance remains between $1,000 and $5,000, the customer is eligible to receive a payment arrangement with the Town. The arrangement will consist of four (4) even payments made consecutively beginning with the current billing cycle due date. In addition to past due arrangement, the current and future monthly bills must be paid in full. Failure to make any one of the four payments by the

normal payment cycle, will be subject to disconnect and the past due amount will be due in full.

In the event that any customer's bill, after adjustments, remains over $5,000, the customer is eligible for additional payment arrangements with the Town. The customer would have to appear before a committee consisting of the Mayor, Mayor Pro-tem, and Town Manager, to request additional payment arrangements not outlined in this Policy. These meetings will be scheduled on an as needed basis.

Note – No payment arrangement shall be extended longer than 24 months

G. If a customer is still not satisfied or unable to make the payment arrangements as described in F, as part of an appeals process, a customer may appeal to the Town Council during a regularly scheduled meeting.

H. All changes to the adjustment policy and payment arrangement policy are retroactive and may be applied to past cases of high water bills.

I. Adjustments are made for swimming pools **provided**: the customer notifies the Town. The Town will read the meter prior to water being pumped and again after the pool is filled. Adjustment for sewer charges will be made based on the usage recorded for filling swimming pools.

XV. CONNECTION REQUIREMENTS

A. Every person owning a house, building or other structure used for human habitation or occupancy in the town and located on a lot which abuts or adjoins a street or alley along which is located a public sanitary sewer, which is accessible within two hundred [200] feet of such lot, and a water line, which is accessible within two hundred [200] feet of such lot, shall make an approved water and sewer connection with such house, building or structure; provided, however, that no person shall be required to cross the private property of any other person to make such water and sewer connection.

B. Every house, building or other structure used for human habitation or occupancy in the town which is located on a lot where no public sanitary sewer line is accessible, as defined in subsection A. of this section, shall be connected to a septic tank approved by the state board of health.

C. No person shall maintain, use or operate any privy, cesspool or any other means or system of sewage disposal within the town, except as provided in this section.

D. If, for any reason, a sewage collection, treatment, and disposal system is found to be nonrepairable, or is no longer required, the system shall not be used, and will be required to have any contents removed, collapse any components and backfill, or otherwise secured as directed by the Caswell County Environmental Health Department to protect health and safety.

XVI ABRIDGEMENT OR MODIFICATION OF RULES

A. No promise, agreement or representation of any employee of the Town shall be binding upon the Town except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Town.

B. No modification of rates or any of the rules and regulations shall be made by any agent of the Town.

XVII. ADOPTION OF RULES

A. Until further order of the Town Council, the rules and regulations as the same are hereinabove set out are hereby adopted as of this date hereof to become effective on and after October 4th, 2011.

B. The aforesaid rules and regulations may be amended at any legally convened meeting of the Town Council.

Approved this the 4th day of October, 2011.

Adopted and Approved

YANCEYVILLE TOWN COUNCIL

ATTEST:

Haynes M. Brigman – Town Clerk

Curtis E. Davis – Mayor

ORIGINAL RULES AND REGULATIONS ADOPTED 08-19-86
AMENDED 08-03-99 AMENDED 02-01-00 AMENDED 06-26-01 AMENDED 06-18-02 AMENDED 07-01-05
AMENDED 01-04-00 AMENDED 03-06-01 AMENDED 02-05-02 AMENDED 06-17-03 AMENDED 07-01-06 AMENDED
09-15-09 AMENDED 10-4-11