

West Carteret Water Corporation

Rules and Regulations

I. CLASSIFICATION OF SERVICE

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

II. RATE SCHEDULE AND TAP-ON FEES

- A. Rate Schedule: To be established by the Board of Directors as deemed necessary.
- B. Tap-on Fees: To be established by the Board of Directors as deemed necessary.

III. APPLICATION FOR SERVICE

- A. The service will be supplied only to those who have become members. A person becomes a member by paying a tap fee. Membership may also be extended to a person filing an application for water service at a location on which a tap fee has been previously paid.
- B. The application for water service and deposit of guarantee will be made in person at the office of the Corporation. In special circumstances, alternative arrangements may be made. Identification will be required. A social security number is requested on the application. If the applicant prefers to not divulge that information, they will be required to pay the maximum deposit as designated by the corporation. (See DEPOSIT below.)
- C. The Corporation may reject any application for service if it is not available under a standard rate, involves excessive cost, affects the supply of service to other customers or for other good and sufficient reasons, in which case, any tap fee and security deposit previously paid will be refunded.
- D. The Corporation may reject any application for service when the applicant is delinquent in payment of bills incurred for water service previously supplied at any location. Provided that the owner of the premises has been served water and has not paid for the same, the Corporation shall not be required to render services to anyone at said location where the water was used until such water bill has been paid in full.

IV. DEPOSIT

- A. All Charter members will not be required to pay a security deposit upon initial installation of service tap.
- B. All deposits will be cash, certified check or money order as published. The Corporation reserves the right to require a higher deposit when warranted by previous account history or credit reports. Deposits shall not draw interest.

Amended October 2009

- C. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- D. A separate deposit is required for each account.
- E. The deposit receipt is not negotiable and can be redeemed only at the Corporation's office.
 - 1. Residential Accounts:
 - a) Security Deposit may be waived if all of the following conditions are met:
 - (1) Applicant/user is owner of real property being applied (documentation may be required.)
 - (2) After receipt of faxed letter of credit and copy of 12 months of payment history from a recent utility supplier.
 - (3) Approved utility credit rating from credit reporting source.
 - b) Once an account is established, payment is expected by the due date. If account is disconnected due to delinquent payment, a security deposit or additional deposit, as determined by billing history, may be required in addition to other applicable fees.
 - c) If security deposit is required, upon written request or at the discretion of the Corporation, security deposits may be eligible for refund after 12 months of excellent payment history. Deposits are refunded to the account as credits, which are applied towards future billings.
 - 2. Tenants Owning Transient Homes, such as Mobile Home Parks: Security deposit refund requests will be considered after 12 months of excellent payment history. Refunds are made as a credit towards the account and future billings.
 - 3. Tenants and Sublease Situations: Security deposit refund requests will be considered after 12 months of excellent payment history.
 - 4. Where the Corporation finds that the request for a deposit refund is questionable, the Corporation may require the applicant to produce the deposit receipt properly endorsed.
 - 5. All security deposits shall be refunded in accordance with Section XII, Paragraph B.
- F. Commercial Deposit: The deposit will be three (3) times the amount of the monthly minimum charge. To avoid, the account can be placed on draft. If a draft is returned due to non available funds, the prevailing deposit will apply.

V. 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. A transient member may request service be made inactive during periods of absence from the residence. Requests for temporary discontinuance must be received at least three working days prior to requested turn-off. All current water charges must be paid in full with the understanding that a final bill will be forthcoming that will include water used until the time of cut-off. The minimum monthly bill shall continue to apply during the period of voluntary interrupted service.
- C. Water furnished for a particular 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 used for business purposes 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 future.

- D. Any member who does not wish to use the water will be required to pay the minimum monthly bill for 36 billing cycles for each meter. At the end of the 36 month cycle period the Water Corporation will lock the meter at the written request of the member. At this time the payment of minimum water charges will be suspended and the member will not be required to make any minimum payments. When the member desires to have the water cut on for a particular location, upon proper request and a service charge, the water will be cut on and, at this time, the normal monthly rate charge will resume.
- E. **MOBILE HOME PARKS.**
1. Tap fees for licensed mobile home parks will be borne by the park owner. Tenants occupying lots will be required to connect to the service, pay a service fee plus the minimum cash deposit (as published on the Corporation's rate schedule) prior to service being furnished.
 2. No minimum charge will be required for vacant lots within the park. When a lot is unoccupied for a period in excess of thirty (30) days, the water company may, at its discretion remove the water meter until such time as a new tenant complies with the above deposits.
 3. In the case of a park tenant (mobile home owner) desiring to have the water service discontinued while an unoccupied mobile home remains on the lot, they must complete a stop billing form, pay all current charges due and agree to pay any forthcoming final billing. The account will be made inactive until renewed by the original owner or transferred to a new owner. The deposit will be refunded upon sale or transfer to a new individual. During the period of inactivity, no monthly minimum fee will be assessed until the account has been reinstated.

VI. CORPORATION'S RESPONSIBILITY AND LIABILITY

- A. The Corporation shall run a service line from its distribution line to the property line where the distribution line runs **immediately** adjacent and parallel to the property to be served, which a tap-on fee then in effect for each size of meter will be charged.
- B. The Corporation may install its meter at the property line or, at the Corporation'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, when practical, be closely grouped and each clearly designated to which consumer it applies.
- D. The Corporation does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible for such.
- E. The Corporation reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.
- F. The Corporation shall not be liable for damage of any kind resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of the Corporation. The Corporation shall not be responsible for any damage resulting from any defect in the piping, fixtures or appliances on the consumer's premises. The Corporation shall not be responsible for negligence of third persons or forces beyond the control of the Corporation resulting in any interruption of service.

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

VII. CONSUMER'S RESPONSIBILITY

- A. Piping on the consumer's premises must be arranged so that the connections are conveniently located with respect to the Corporation's lines or mains.
- B. If the consumer's piping on the consumer's premises is so arranged that the Corporation is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. The consumer shall provide a suitable place for the location of the water meter box, unobstructed and accessible at all time to the meter reader.
- D. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter. The Corporation is to provide a like valve on the Corporation'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 Corporation's Rules and Regulation and in full compliance with the sanitary regulations of the North Carolina Department of Environment and Natural Resources.
- F. The consumer shall guarantee proper protection for the Corporation's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the Corporation.
- G. In the event that any loss or damage to the property of the Corporation or any accident or injury to the persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employees, the cost of the necessary repairs or replacement shall be paid by the consumer to the Corporation, as well as, any liability otherwise resulting.
- H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill. If unpaid, service may be discontinued by the Corporation.

VIII. EXTENSIONS TO MAINS AND SERVICE

All applications for extensions shall be made in writing to the Board, using a petition form provided by the corporation. Upon approval by the Board, the developer shall submit plans for review and approval by the Corporation, its engineer and the North Carolina Department of Environment and Natural Resources Public Water Supply Section.

IX. ACCESS TO PREMISES

- A. Duly authorized agents of the Corporation shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities.

- B. Each consumer shall grant or convey or shall cause to be granted or conveyed to the Corporation, 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 Corporation water facilities and lines so as to be able to furnish service to the consumer.

X. CHANGE IN OCCUPANCY

- A. A minimum of three (3) days notice is required to discontinue service for a change in 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 is longer.

XI. METERS - BILLING - COLLECTING

- A. Meters For Use:
 - 1. West Carteret Water Corporation will attempt to meter all use except where impractical, such as fire fighting and specific areas where flushing water lines cannot be metered.
 - 2. Water for construction or contracting purposes will be metered at a location as designated by West Carteret Water Corporation. Attempts to use water otherwise will result in fines as established by the corporation
- B. Meter Removal: (ALSO SEE V-E)
 - 1. Safe Keeping: Meters will be removed from boxes where customers have not hooked to the system within 6 months after having service installed. The customer will be notified and will continue to receive a monthly minimum billing. Upon request, the meter will be reinstated at no charge. (September 15, 2009)
- C. Irrigation Meters:
 - 1. In compliance with G.S. 143-355.4, all new in-ground irrigation systems installed after application of this section that are supplied water by West Carteret Water Corporation shall be independently connected to the system and water consumption shall be measured through a separate irrigation meter.
 - 2. An irrigation service may be installed by as a separate tap or by a split line off the non-irrigation service line at a point between the main and the non-irrigation service line (split tap). Either method of connection shall be performed by West Carteret Water Corporation.
 - 3. An irrigation service line, the irrigation meter and all related appurtenances shall be installed in accordance with the same regulations, policies and procedures that apply to non-irrigation meters.
 - 4. During times of drought, excessive water usage, state mandates, and any other consideration, West Carteret Water Corporation will have the right to interrupt services to such meters and/or alter watering times, such as specific days of the week or after midnight.
 - 5. A RPZ is required. See Cross Connection Control guidance documents.

- D. Meters will be read monthly and bills rendered shortly thereafter. However, the Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- E. Bills for water will be figured in accordance with the Corporation's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.
- F. Charge for service commences when the meter is installed, whether used or not.
 - 1. Should any member desire not to accept the water meter at such time as the water is available, the member shall notify the water company in writing that they will not allow a meter to be installed on their property. In this case, the membership will be terminated and that person shall forfeit the sign-up fee or tap-fee.
 - 2. Any person who has paid the initial sign-up fee and thereafter refuses to accept a water meter or pay the minimum water rate shall lose their status as an initial (charter) customer, and shall thereafter be required to pay the standard prevailing meter charge indicated on the published rate schedule.
 - 3. When the water system becomes operational at a given location, the member will be permitted thirty (30) days to complete hook-up and inspection prior to being billed for water.
- G. Readings from different meters at one location may be combined for billing purposes, irrespective of the fact that said meters may be for the same or different consumers or services.
- H. Bills are due when rendered and become delinquent if not received by due date. A penalty as established by the Board of Directors, will be charged for all payments not received by the due date. Delinquent accounts are subject to be discontinued.
- I. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

XII. SUSPENSION OF SERVICE

- A. Upon discontinuance of service by the account holder, the deposit will be applied by the Corporation toward settlement of the account. Any balance exceeding one dollar will be refunded to the consumer. If the deposit is not sufficient to cover the amount of the bill, the Corporation may proceed to collect any bill, which exceeds one dollar in the usual way provided by law for the collection of debts.
- B. Service interrupted by WCWC for nonpayment of bills will be restored only after the customer's account balance is paid in full, including a reconnect fee and security deposit (if necessary) for each meter reconnected.
 - 1. If the account has not been settled within 30 days following the disconnection and the company has not been able to establish contact with the account holder, the account will be closed. Deposits will be applied to the balance. If the deposit is not sufficient to cover the amount of the bill, the Corporation may proceed to collect any bill, which exceeds one dollar in the usual way provided by law for the collection of debts.
 - 2. See Sections III and IV to reinstate service.

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

1. To prevent fraud or abuse.
2. Consumer's willful disregard of the Corporation's Rules and Regulations.
3. Emergency repairs.
4. Insufficiency of supply due to circumstances beyond the Corporation's control.
5. Legal procedures.
6. Directions of public authorities.
7. Strike, riot, fire, floods, accident or any unavoidable cause.

E. Meter Tampering: North Carolina Statute 14:151-1 makes it unlawful to tamper with utilities. In this respect, anyone who cuts the lock on a meter or tampers with any water line or appurtenances, for any reason, shall be considered in violation of this statute. In addition, evidence of attempting or to turn same on without approval of WCWC shall be deemed tampering. In these cases, the account holder may be subject to criminal prosecution and/or fees imposed by the water company.

XIII. COMPLAINT - ADJUSTMENTS

- A. If the consumer believes his bill to be in error he shall present his claim to the Corporation's billing office before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of water service. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. The Corporation will make special meter readings at the request of the consumer for a service fee; however, if such special reading discloses that the meter was read incorrectly, no charge will be assessed.
- C. Meters will be tested at the request of the consumer. After testing, the Corporation shall charge the customer the fee as set forth by the corporation. If the meter is found to register incorrectly, no charge will be assessed.
- D. If the seal of a meter is broken by anyone other than the Corporation's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay any amount estimated from the record of his previous bills and/or from other proper data.
- E. In the case of a water leak, the customer may request in writing an adjustment based on previous average usage once the leak has been repaired. Upon providing any requested plumbing/hardware receipt(s) for repair and a written request, the Corporation will calculate the overage and absorb fifty percent of the excess above the average water bill. The minimum adjustment will be \$40.00. One adjustment per customer per 12-month period will be allowed. Where a second leak occurs within the 12-month period, no other adjustment will be granted. However, payment extensions may be allowed at the discretion of the General Manager.

Water leaks are defined as excessive usage as a result of faulty material, such as fittings, toilet hang-ups, valves, water line breaks or similar problems. Adjustments may not be considered where it is determined that the leak could have been prevented or resulted from the negligence of the account holder, such as:

1. Failure to properly winterize vacant dwellings or other structures.

2. Failure to shut-off water supply to lines extended to sprinkler systems, docks, hoses, outdoor showers and such during periods of vacancy, non-use or inclement weather.
3. Excessive usage caused by faulty equipment, such as sprinkler system controls.
4. Improper installation of water supply and failure to adhere to plumbing codes, whether by the owner, plumbing company or other contractor.

When a customer is concerned about usage of their water by other parties, actions should be taken to install lockout devices for hose bibs or other outdoor sources, as well as pursuing this concern with the proper authorities.

Water leaks or excessive usage that is not repaired in a timely manner will not be considered for the entire length of the leak period. The highest month will be considered for an adjustment. After becoming aware that a possible leak exists, the customer should make immediate plans to locate and repair the leak. In cases such as this, the water company may combine two months of usage for the purpose of calculating the adjustment if it has been repaired in a reasonable period of time.

All leaks are not the same. Therefore, each will be considered using the above guidelines and at the discretion of the water company.

- F. Commercial accounts are adjusted per current guidelines.

XIV. ABRIDGMENT OR MODIFICATION OF RULES

- A. No promise, agreement or representation of any employee of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.
- B. No modification of rates or any of the Rules and Regulations shall be made by any agent of the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.

XV. ADOPTION OF RULES

Until further order of the Board of Directors of this Corporation, the Rules and Regulations as the same are herein set out and are hereby adopted as of the date hereof to become originally effective on and after September 8, 1992 and as amended September 2009.

WEST CARTERET WATER CORPORATION

Certified As Correct Copy By:

Officer or General Manager - Date Certified

ORIGINAL ADOPTION: September 4, 1984

Amended October 2009

AMENDED:

September 1985
September 1990
January 1992
February 1992
September 1992
April 1994
January 1997
August 1997
June 1998
April 1999
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November 2000
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