

RULES & REGULATIONS FOR WATER & SEWER SERVICE

I. APPLICATION FOR WATER SERVICE

Service will be supplied only to those who have become members.

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

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 membership fee will be refunded. The Town will not provide water and sewer service outside the town limits unless property owner requests annexation.

The Town may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner or tenant of the premises has been served water and has not paid for 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. Once the tenant of rental property has moved leaving an outstanding balance on the account, future water service can never be granted to a tenant of that property. Any water account must be opened for the property owner only.

II. DEPOSIT

- A. All members will make a minimum cash deposit which shall not draw interest. Required deposits are as follows:

5/8" meter – rental residential - \$200.00	1" meter - \$200.00
5/8" meter – residential - \$100.00	2" meter - \$500.00
5/8" meter – commercial - \$150.00	3" meter - \$1,000.00
	4" meter - \$1,500.00

- B. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished. Once the account balance exceeds the deposit amount, account is subject to disconnection.
- C. A separate deposit is required for each meter installed regardless of property ownership.

- D. The deposit receipt is not negotiable and can be redeemed only at the Town Hall. Deposit refunds are made only immediately following the bi-monthly water billings process.
- E. When the Town finds that the request for a deposit refund is questionable, the Town may require the applicant making a request for refund produce the deposit receipt properly endorsed.
- F. Fees for returned checks are \$25.00. If water service is discontinued for nonpayment, a \$25.00 re-connection fee is payable before service is reinstated.

III. **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. Each meter requires a separate account number and “file” within the computer system. Each account number and “file” covers a separate and individual account.
- B. Where service is furnished to a consumer during certain months only, the minimum charge per service for the period of non-use shall be the regular minimum as set out in the published rates of the Town.
- C. 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 and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purpose, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.
- D. To receive water rates as an in-Town customer, the dwelling unit(s), business structure, etc., must be located entirely within the Town of Mars Hill town limits.

IV. **TOWN OF MARS HILL’S RESPONSIBILITY AND LIABILITY**

- A. The Town 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, or 100 feet, whichever is the closest, and for which a tap-on fee then in effect for each size meter will be charged.

- B. The Town may install its 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 it applies.
- D. The Town does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.
- E. The town reserves the right to refuse service unless the consumer's line or piping is installed in such manner as to prevent cross-connections or backflow.
- F. The Town shall not be liable for damage of any kind whatsoever 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 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. In the event of unexpected water line breaks/leaks, water service may be interrupted without prior notice.

V. **CONSUMER'S RESPONSIBILITY**

- A. Piping on the consumer's premises must be so arranged that the connections are 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 place of 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 is to 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 North Carolina Department of Human Resources
- F. The consumer shall guarantee property 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 from 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 (including tampering resulting in damage to water meters).
- 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.

VI. **EXTENSIONS TO MAINS AND SERVICES**

- A. Water distribution lines to serve undeveloped subdivision will be handled as follows:
 - 1. The developer will submit plans for review and approval by the Town, its engineer and the North Carolina Department of Environment, Health & Natural Resources.
 - 2. Lines will be installed in accordance with the approved plans.
- B. Other Extensions – Extension of water lines within the corporation's service areas will be handled as follows:
 - 1. The Town, its engineer and the North Carolina Department of Human Resources will submit the plans for the extension for review and approval.
 - 2. The lines will be installed in accordance with the approved plans.

VII. **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 other 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.

VIII. **CHANGE OF OCCUPANCY**

- A. Not less than three days notice must be given in person or in writing, at the Town Hall to discontinue service for a change in occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time for departure or the time specified for departure, whichever period is longer. Failure to notify Town of departure does not exempt consumer from additional charges. Consumer is billed to date notified if notification is received after actual departure date.

IX. **METER READING – BILLING – COLLECTING**

- A. Meters will be read and bills rendered as follows:

Meters are read and bills sent out every other month. Bills are mailed by 5th of the month following meter reading date. 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 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. Charge for service commences when meter is installed and connection made, whether used or not. Sixty (60) days may be allowed for hookup or initial installation of the water system.

- D. Readings from different meters will not be combined for billing, except in the case of industry, public housing, or other exceedingly large consumers.
- E. Bills are due when rendered and become delinquent on the 15th day of the month.
- F. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

X. **SUSPENSION OF SERVICE**

- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the corporation toward the 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 discontinued for nonpayment of bills will be restored only after bills are paid in full, reconnect fee, and a service charge paid for each meter reconnected. Reconnect fees and service charge as follows:
 - 1. \$25.00 Reconnect Fee plus a \$25.00 Service Charge – Total of fees \$50.00
 - 2. **No reconnections allowed** for any reason after regular business hours.
 - 3. Regular hours are considered Monday through Friday, 7:30 a.m. until 4:00 p.m. with the exception of holidays.
- D. A Service Charge of \$25.00 will be required for all returned checks. After two (2) returned checks have been received on any one (1) customer's account, no further checks will be accepted from that customer.
- E. The Town reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent frauds or abuse.
 - 2. Consumers willful disregard of the Town's rules.
 - 3. Emergency repairs.
 - 4. Insufficiency of supply due to circumstances beyond the Town's control.
 - 5. Legal procedures.
 - 6. Direction of public authorities.
 - 7. Strike, riot, fire, flood, accident or any unavoidable cause.

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

XI. **COMPLAINTS – ADJUSTMENTS**

- A. If the consumer believes his bill to be in error, he shall present his claim at the Town Hall Office before the bill becomes delinquent. Such claim, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. 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 his previous bills and/or from other proper data.

XII. **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.

XIII. **ADOPTION RULES**

Until further order of the Mayor and Board of Aldermen of the Town of Mars Hill, the rules and regulations, as the same are hereinabove set out, are hereby adopted as of the date hereof to be effective on and after the 4th day of November, 2002.