

Conetoe Community Water Association – Rules and Regulations

Prepared By:

Conetoe Community Water Association Board of Directors

Abstract

This document is an artifact that centrally contains and references the rules and regulations for the water service provided by Conetoe Community Water Association and will be updated as necessary according to the By-laws of the Conetoe Community Water Association.

Document Information

This section identifies information specific to this document.

Document History

All revisions to this document are listed in chronological order. Drafts are indicated by decimals (for example, 00.01). Final versions are whole numbers (for example, 01.00).

Version	Date	Description of Changes
01.00	01/1/1991	Initial Release

This document was created by the Conetoe Community Water Association, Inc. Board of Directors and has made every effort to ensure this document is accurate at the time of printing.

Copyright and Trademarks

© 1991 Conetoe Community Water Association, All rights reserved.

Table of Contents

1.0	Introduction	1
1.1	Purpose.....	1
1.2	Definitions, Acronyms, and Abbreviations.....	1
2.0	Classification of Service	1
3.0	Rate Schedule and Tap-on Fees.....	1
3.1	Rate Schedule.....	1
3.2	Fees	1
4.0	Application for Service.....	2
4.1	Deposit.....	2
4.2	Application	2
4.3	Rejection	2
4.4	Delinquent.....	2
4.5	Reinstallation Charges	2
4.6	System Expansion	2
5.0	Deposit.....	2
5.1	Residential and Commercial	3
5.2	Name	3
5.3	Meter.....	3
5.4	Receipt.....	3
5.5	Refund	3
6.0	Initial or Minimum Charge.....	3
6.1	Charge per Meter	3
6.2	Seasonal	3
6.3	Service.....	3
7.0	Responsibility and Liability	4
7.1	Tap-on.....	4
7.2	Meter.....	4
7.3	More than one Meter.....	4
7.4	Piping	4
7.5	Cross-connection or Backflow.....	4
7.6	Liability.....	4
7.7	Notification	4
8.0	Consumers’ Responsibility	4
8.1	Piping.....	4
8.2	Meter.....	5
8.3	Cut-off Valve	5
8.4	Rules and Regulations.....	5
8.5	Protection.....	5
8.6	Liability.....	5
8.7	Un-improved Lot.....	5
9.0	Extensions to Mains and Service	6
9.1	Costs of Installation.....	6
9.2	Infrastructure.....	6
9.3	Preliminary Approval Fees	6
9.4	Water System Installation Requirements	6
9.5	Units.....	6
10.0	Access to Premises.....	7
10.1	Access	7
10.2	Easement/Right of Way	7

11.0 Change of Occupancy..... 7
 11.1 Notice.....7
 11.2 Responsible7

12.0 Billing – Collecting 7
 12.1 Billing7
 12.2 Service.....7
 12.3 Meters8
 12.4 Late Penalty 10%.....8
 12.5 Bills8

13.0 Suspension of Service 8
 13.1 Deposit.....8
 13.2 Deposit held for debt.....8
 13.3 Disconnect for Non-payment.....8
 13.4 Discontinue Service8
 13.5 Lock9
 13.6 Tampering.....9

14.0 Complaints – Adjustments 9
 14.1 Billing Error9
 14.2 Special Reading.....9
 14.3 Meter tests9
 14.4 Meter fails9
 14.5 Adjustments10

15.0 Abridgement or Modification of Rules10
 15.1 Binding.....10
 15.2 Modification.....10

16.0 Adoption of Rules.....10

17.0 Exhibit A.....11
 17.1 Rate Schedule.....11

18.0 Exhibit B.....12
 18.1 Deposit.....12
 18.2 Charges12
 18.3 Fees.....12
 18.3.1 Membership.....12
 18.3.2 Tap-on12
 18.3.3 Deposit12
 18.3.4 Credit Card and Debt.....12
 18.3.5 Returned Check Service (or NSF).....12
 18.3.6 Special Meter Reading13
 18.3.7 Meter Testing Fee13
 18.3.8 Preliminary Approval Fees13

19.0 Exhibit C.....13
 19.1 Water System Installation Requirements13

1.0 Introduction

1.1 Purpose

This document centrally contains and references the rules and regulations for the water service provided by Conetoe Community Water Association, Inc. hereafter referred to as CCWA and will be updated as necessary according to the By-laws.

1.2 Definitions, Acronyms, and Abbreviations

Commonly used terms that may appear in this document and/or specific terms are listed below:

Term, Acronym, or Abbreviation	Definition
Board	The Conetoe Community Water Association, Inc. Board of Directors
By-Laws	Internal document that lays out the day-to-day rules and operating procedures
CCWA	Conetoe Community Water Association, Inc.
duplexes	Considered as two units
units	shall include lots, houses, duplexes (duplexes considered as two units), mobile homes, apartments, (each apartment considered as one unit), condominiums, any other structures in said subdivision.

2.0 Classification of Service

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

3.0 Rate Schedule and Tap-on Fees

3.1 Rate Schedule

See Exhibit A

3.2 Fees

See Exhibit B

4.0 Application for Service

4.1 Deposit

Service will be supplied only to those who have become members and have paid the deposit.

4.2 Application

The Consumer will make application for service, in person, at the office of the Conetoe Community Water Association hereinafter referred to as CCWA, and at the same time make the deposit guarantee required in EXHIBIT B.

4.3 Rejection

The CCWA may reject any application for service not available under a standard rate or which involves excessive service cost, or which may affect the supply of service to other customers or for other sufficient reasons.

4.4 Delinquent

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

4.5 Reinstallation Charges

For violation of any of the above listed provisions of these rules relating to application for service, the CCWA may at the expiration of 15 days after mailing a written notice to the last known address of the Consumer, remove the meter and discontinue service. Where the meter is thereafter re-installed, the Consumer shall first pay to the CCWA a re-installation charge as specified in EXHIBIT B.

4.6 System Expansion

Persons requesting membership and water service due to a system expansion will begin being billed immediately upon water availability. If, at the time water is available, the customer decides that service is not wanted, the CCWA will deduct the minimum water bill from the customer's deposit until that amount is depleted. When the deposit reaches zero dollars, the customer's membership will be forfeited.

If the customer requests service after service has been discontinued, the cost for a new service in effect at the request date shall be charged, including membership and deposit fees. See EXHIBIT B.

5.0 Deposit

5.1 Residential and Commercial

For residential use a minimum cash deposit as specified in EXHIBIT B shall be required. For commercial use a minimum cash deposit as specified in EXHIBIT B, shall be required. Deposits shall not draw interest.

5.2 Name

The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with service furnished.

5.3 Meter

A separate deposit is required for each meter installed.

5.4 Receipt

The deposit receipt is not negotiable and can be redeemed only at the CCWA office.

5.5 Refund

Where the CCWA finds that the request for a guarantee deposit refund is questionable, the CCWA may require the applicant requesting refund to produce the deposit receipt properly endorsed.

6.0 Initial or Minimum Charge

6.1 Charge per Meter

The initial or minimum charge, as provided in EXHIBIT A shall be made for each meter installed, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.

All amounts of water used above the minimum shall be billed as specified in EXHIBIT A.

6.2 Seasonal

For seasonal services where service is furnished to a Consumer during certain months only, the Consumer will be charged the current charge for water during that period. There will be no charge for the period of non-use provided the Consumer notify the CCWA of the dates the service is to be cut-on and cut-off. The consumer shall notify the CCWA a minimum of one week prior to date of cut-on or cut-off. Cut-on and cut-off charges shall be billed as specified in EXHIBIT B.

6.3 Service

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 be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

7.0 Responsibility and Liability

7.1 Tap-on

The CCWA 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, and for which a tap-on fee then in effect for each size of meter will be charged.

7.2 Meter

The CCWA may install its meter at the property line or, at the CCWA'S option, on the Consumer's property or in a location mutually agreed upon.

7.3 More than one Meter

When two or more meters are to be installed on the same premises for different Consumers, they shall be closely grouped and clearly designated to which Consumer it applies.

7.4 Piping

The CCWA does not assume the responsibility of inspecting the Consumer's piping or apparatus and will not be responsible therefore.

7.5 Cross-connection or Backflow

The CCWA 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.

7.6 Liability

The CCWA 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 CCWA. The CCWA 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 CCWA shall not be responsible for the negligence of third persons or forces beyond the control of the CCWA resulting in and interruption of service.

7.7 Notification

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

8.0 Consumers' Responsibility

8.1 Piping

Piping on the Consumer's premises must be so arranged that the connections are conveniently located with respect to the CCWA 's lines or mains.

If the Consumer's piping on Consumer's premises is so arranged that the CCWA is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

8.2 Meter

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.

8.3 Cut-off Valve

The Consumer shall furnish and maintain a private cutoff valve on the Consumer's side of the meter; the CCWA to provide a like valve on the CCWA's side of such meter.

8.4 Rules and Regulations

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 CCWA 's rules and in rule compliance with the sanitary regulations of the N.C. Division of Environmental Health.

8.5 Protection

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

8.6 Liability

In the event that any loss or damage to the property of the CCWA 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 CCWA; and any liability otherwise resulting shall be assumed by the Consumer.

The amount of such loss, damage or the cost of repairs shall be added to. the Consumer's bill; and if not paid, service may be discontinued by the CCWA.

8.7 Un-improved Lot

Service on an un-improved lot will be installed as if the lot has been brought to finish grade, with the top of the meter box flush with the ground. If the service is disturbed due to landscaping, plumbing or for any other reason, the Consumer will re-install the service to its required grade. If the Consumer fails to re-install the service as required, the CCWA will correct the installation and bill the Consumer in the following month's billing. Failure to pay labor charges may result in discontinuance of service. The CCWA will not be responsible for damages to Consumer's piping.

9.0 Extensions to Mains and Service

9.1 Costs of Installation

The CCWA may allow extensions to its water lines to points within its service area, but the CCWA shall not make such installations unless the person requesting the extension pays the entire costs of said installation. All line extensions shall be evidenced by Contract signed by the CCWA and the person developing said extension, but each Contract shall be null and void unless written approval is obtained by the authorized representative of the CCWA. Upon completion of the extension, the mains shall become the property of the CCWA. Transfer of ownership shall be evidenced by DEED signed by developer and CCWA. The DEED shall be a part of SECTION 9.2.

9.2 Infrastructure

In addition, all persons or corporations making application for extension of water service shall convey all easements necessary and required to the CCWA and shall have all roads and streets completely graded in the manner specified by the North Carolina Department of Transportation and all ditches properly installed in accordance with the standards of the North Carolina Department of Transportation with written certification from said N.C. Department of Transportation that said road and drainage standards have been met. All of the above requirements must be met prior to the installation of any water service in the area requested.

9.3 Preliminary Approval Fees

The applicant requesting service must pay to CCWA at the time of filing the application the preliminary fees hereinafter set forth for legal, engineering and other necessary expenses in processing and approving said application. The fees paid by the applicant are non-returnable regardless of the action of the CCWA concerning the line extension.

9.4 Water System Installation Requirements

The preliminary approval fees shall be applied to the project cost. See EXHIBIT B. Subdivision Water System Installation Requirements are given in EXHIBIT C.

9.5 Units

The term "units" shall include lots, houses, duplexes (duplexes considered as two units), mobile homes, apartments, (each apartment considered as one unit), condominiums, any other structures in said subdivision. The term "subdivision" means any area where more than one single family unit may be involved. A single unit user (single family) shall be required to pay tap-on fees and expenses of extension of the lines and shall convey all necessary or required rights-of-way to the CCWA.

Where the mains are to be installed in a subdivision, the area of the easement shall be the surveyed road right-of-way as shown on the development plat.

10.0 Access to Premises

10.1 Access

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

10.2 Easement/Right of Way

Each Consumer shall grant or convey, or shall cause to be granted or conveyed, to the CCWA, 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 CCWA to install water facilities and lines so as to be able to furnish service to the Consumer.

Where the mains are to be installed in a subdivision, the area of the easement shall be the surveyed road right-of-way as shown on the development plat.

11.0 Change of Occupancy

11.1 Notice

Not less than three (3) day notice must be given in person or in writing at the CCWA'S office to discontinue service or to change occupancy.

11.2 Responsible

The outgoing party shall be responsible for all water consumed up to the time of notification by said party or the time specified for departure, whichever period is longer.

12.0 Billing – Collecting

12.1 Billing

Bills for water will be figured in accordance with the CCWA'S published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings, except where a Consumer orders turn-off less than one month after turn-on. The bill to such Consumer for such period shall be equal to the minimum charge for one full month's service, or the gallons consumed, whichever amount is greater.

12.2 Service

Charge for service commences when meter is installed whether used or not.

12.3 Meters

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

12.4 Late Penalty 10%

All bills are due the 1st of each month. Failure to receive bill shall not prevent such bill from becoming due. If not paid by the 30th of each month a penalty of 10% will be added to each charge. Charges as specified in Exhibit B will be added to bills for each trip made to reconnect meter if cut off for non-payment.

12.5 Bills

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

13.0 Suspension of Service

13.1 Deposit

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

13.2 Deposit held for debt

Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the CCWA 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 CCWA may proceed to collect the balance in the usual way provided by law for the collection of debts.

13.3 Disconnect for Non-payment

Service discontinued for non-payment of bills will be restored as follows:

If service is merely discontinued without removal of meter for non-payment of bill, the Consumer must pay his bill in full, and pay a service charge as specified in EXHIBIT B, for reinstatement of service.

13.4 Discontinue Service

The CCWA reserves the right to discontinue its service without notice for the following additional reasons:

1. To prevent fraud or abuse.
2. Consumers willful disregard of the CCWA'S rules.
3. Emergency repairs.
4. Insufficiency of supply due to circumstances beyond the CCWA' s control.
5. Legal processes.
6. Direction of public authorities.
7. Strike, riot, fire, flood, accident or any unavoidable cause.

13.5 Lock

Any Consumer who cuts the lock off a meter serving his premises or property owned by others without the written approval of the CCWA or otherwise Damages CCWA infrastructure shall be charged as specified in EXHIBIT B. Said amount shall be paid prior to service re-connection. If the lock is cut a second time or otherwise damages infrastructure, the meter shall be removed and service discontinued.

If the Consumer requests the service be reinstalled, the tap-on fee in effect shall be paid along with all fees owed for damaged materials, membership, deposit, etc., as required by the CCWA.

13.6 Tampering

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

14.0 Complaints – Adjustments

14.1 Billing Error

If the Consumer believes his bill to be in error, he shall present his claim, in person, at the CCWA'S 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.

14.2 Special Reading

The CCWA will make special meter readings at the request of the Consumer for a fee of as specified in EXHIBIT B provided, however, that if such special reading disclosed that the meter was over read, no charge will be made. The CCWA will make special meter readings at the request of the Consumer for a fee of as specified in EXHIBIT B provided, however, that if such special reading disclosed that the meter was over read, no charge will be made.

14.3 Meter tests

Meters will be tested at the request of the Consumer upon payment to the CCWA of the fee as specified in EXHIBIT B provided, however, that if the meter is found to over-register beyond 2% of the correct volume, no charge will be made.

14.4 Meter fails

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.

14.5 Adjustments

If a leak is evidenced by the CCWA or reported by the Consumer, an adjustment will be made for that billing cycle. If the leak is not repaired by the following billing cycle, the charges for consumption will not be adjusted.

The bill shall be adjusted for a minimum of one billing cycle to the average of the previous 12 months billings. the CCWA's records indicate the leak began prior to the billing cycle the leak was reported or found by the CCWA, the CCWA may make additional adjustment.

For services installed less than 12 months, the bill will be adjusted to the average of those months of consumption. If there is no previous record of consumption at the service, the consumer will be billed for the meter reading cycle minimum.

15.0 Abridgement or Modification of Rules

15.1 Binding

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

15.2 Modification

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

16.0 Adoption of Rules

Until further order of the CCWA of this WATER SYSTEM the rules and regulations are hereinabove set out and hereby adopted as of the date hereof to become effective on and after January 1, 1991.

17.0 Exhibit A

17.1 Rate Schedule

Minimum Sixteen Dollars (\$16.00) for the first 2000 gallons plus,

Four Dollars (\$4.00) maintenance charge plus,

All amounts of water used above the minimum will be billed at Two Dollars and fifty cents (\$2.50) per one thousand (1,000) gallons.

18.0 Exhibit B

18.1 Deposit

Residential \$50.00

Commercial \$50.00

18.2 Charges

Cut on/off - \$35.00

Repair - \$35.00 plus costs

Reinstallation - \$35.00

Project Costs – Handled on a case by case basis

18.3 Fees

18.3.1 Membership

To be eligible for water service this is the fee to be paid in order to become a member of the Association. The fee of Forty Dollars (\$40.00) must be paid before service can be established.

18.3.2 Tap-on

The charge for water service to a property for the first time is One Thousand Six Hundred Dollars and no cents (\$1,600.00) plus any additional expenses for unusual situations. This includes the connection to main distribution and the meter.

18.3.3 Deposit

One Hundred Dollars and no cents (\$100.00) – Required on any service location that is being rented, and on any account with a previous collection activity.

18.3.4 Credit Card and Debt

We do not accept Credit or Debt cards.

18.3.5 Returned Check Service (or NSF)

Thirty-Five and no cents (\$35.00) for Returned Checks.

18.3.6 Special Meter Reading

18.3.7 Meter Testing Fee

18.3.8 Preliminary Approval Fees

19.0 Exhibit C

19.1 Water System Installation Requirements