

# Junaluska Sanitary District

## Customer Policies

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### Defined Terms

“District” – Junaluska Sanitary District.

“Board” or “District Board” – The governing board of the District.

“Customer” – The person[s] or entity signing the Utility Service Agreement.

“Private System” – Any privately or community owned water or sewer system .

**A) Application for Service**

- 1) Types of Service: Residential, Commercial/Business, Institutional (non-profits), and Construction/Development
- 2) All Applicants must complete and sign a Utility Service Agreement and submit the Utility Service Agreement to the District.
- 3) All Applicants must pay a Utility Deposit to the District
  - Owners \$100.00: own property being serviced
  - Renters \$200.00: renting/leasing property being serviced
- 4) All Applicants must provide proof of identity.
- 5) Rental Applicants must provide a copy of their rental/lease agreement.
- 6) All applications for service at rental properties must be signed by the Renter/Lessee (tenant) and the Property Owner/Manager (landlord). The Tenant and Landlord are jointly and severally liable for the payment of all bills for service, fees, and penalties.
- 7) When an account is closed, the amount of the Utility Deposit will be refunded, less any balance owed on the account. If there is an account balance owed after the Utility Deposit is applied, the remaining balance shall be immediately due and payable. Any balance owed to the Customer will be mailed to them.
- 8) The Utility Service Agreement, once signed by the Applicant and the District, and the Utility Deposit is paid, serves as the contract between the Customer and the District, and as such binds each to the provisions of the District's Customer Policies, as they are revised from time to time.

## **B) Denial or Termination of Service**

- 1) The District may reject an application for service if there is an outstanding balance owed by the Customer to the District for service on a prior service location or account.
- 2) Grounds for Termination of Service:
  - a) Continued account delinquency;
  - b) Fraud, Damage, Destruction, or Abuse of the District's property or system;
  - c) Failure to comply with the provisions of the District's Customer Policies;
  - d) Physical or verbal abuse, harassment, or intimidation of District employees or District Board members; and
  - e) At the Customer's request.

## **C) Fees and Rates**

- 1) Deposit: Required with all Applicants for service
  - \$100.00 If you own the Property Service Address.
  - \$200.00 If you are renting/leasing the Property Service Address.
- 2) Returned Check Fee:
  - \$30.00
- 3) Reconnect Fee:
  - \$35.00
- 4) Tampering Fee: For removing locks, unauthorized use of, or damage or damage to the District's property or system:
  - \$200.00 - \$1,000.00
- 5) Convenience Fee: For 3 days' water service for cleaning or inspections:
  - \$35.00
- 6) Seasonal Fee: To temporarily suspend service:
  - \$100.00

7) Credit/Debit Card Fee: \$1.00

8) Meter Change Fee:

➤ \$100.00 plus the cost of the new meter

9) Tap Fee: Water Service

5/8"	\$848.00
1"	\$1,583.00
1 ½"	\$2,815.00
2"	\$4,284.00
6"	\$6,622.00
8"	\$8,829.00

10) Tap Fee: Sewer Service (based on size of water service)

5/8"	\$1,157.00
1"	\$2,068.00
1 ½"	\$3,585.00
2"	\$5,406.00
6"	\$8,498.00
8"	\$11,330.00

11) Review Fee: For Construction/Development projects that would require approval of the District's General Manager, Engineer and/or Attorney

➤ Fee amount will vary

12) Inside Residential Rates:

<u>Service</u>	<u>Minimum Charge 2,500 Gals</u>	<u>Cost per 1,000 Gals</u>
Water	\$23.44	\$9.38
Sewer	\$24.50	\$7.58

13) Outside Residential Rates:

<u>Service</u>	<u>Minimum Charge 2,500 Gals</u>	<u>Cost per 1,000 Gals</u>
Water	\$32.95	\$13.18
Sewer	\$34.42	\$13.77

- 14) All Rates, Fees, and Other Charges are determined by the Board, and are subject to revision at all times, in accordance with N.C.G.S. 130-49 *et seq.*

**D) Billing and Payment**

- 1) The Customer [and Landlord/Property Manager, if applicable] is responsible for payment of all bills, fees, or other charges associated with their account.
- 2) Meter will be read once a month and bill is calculated based on the current meter reading.
- 3) Customer account information (billing and consumption/usage) will and can only be discussed with the Customer [and Landlord/Property Manager, if applicable] whose name is on the Utility Service Agreement. The District staff is not authorized to divulge any account related information to a person who is not a Customer.
- 4) Bills are based upon the current Rates, Fees, and Other Charges as determined by the Board in accordance with N.C.G.S. 130-49 *et seq.*
- 5) Bills are due and payable in full upon receipt.
- 6) All active accounts will receive a minimum bill amount even if the meter reading shows zero consumption during billing period. Bills are not prorated.
- 7) Failure to receive a bill does not relieve the Customer of the responsibility to pay all bills, fees, or other charges.
- 8) Customer payments may be made in Cash, Check, or Credit/Debit Card and all Credit/Debit Card payments will be subject to an additional Credit/Debit Card Transaction Fee of \$1.00.

- 9) Payment may be made:
- At the District Office at 558 Old Clyde Road;
  - By Mail addressed to the District Office at P.O. Box 35, Lake Junaluska, NC 28745;
  - By Credit/Debit card over the telephone;
  - By Bank Draft delivered to the District Office at 558 Old Clyde Road;
  - At HomeTrust Bank – Clyde or Waynesville Branch; or
  - Bill Pay through the Customer’s bank.
- 10) If Customer is receiving assistance with their payment from a third party, it is the Customer’s responsibility to ensure that payment is timely made. The District is under no obligation to facilitate any arrangement with any third party, or to make sure a third party makes payment on the Customer’s behalf.
- 11) Account balances will be considered delinquent 30 days after past due date, and all utility services are thereafter subject to immediate cut-off without further notice.

**E) Reconnection Policy**

- 1) If utility service is cut-off due to non-payment of any account balance, returned check/bank draft, or for any other reason, the Total Account Balance, plus a Reconnect Fee must be paid before utility service will be restored. Any payment to have utility service restored must be either in Cash or Credit/Debit Card. No Checks will be accepted.
- 2) When utility service is cut-off, the meter will be locked. No one shall tamper with any meter at any time. If any meter is found to have been tampered with and the water turned back on the Customer will be fined, and held liable for any loss or damage to the District’s property or system, plus all other costs to have service restored. The District reserves the right to discontinue utility service in such situations.

- 3) If utility service is cut-off for non-payment of any account balance and payment to restore utility service has not been made within 5 business days after the cut-off, the account will be closed, and the Deposit applied to the then existing balance owed on such account. After an account has been closed, Customer must reapply to the District for service and i) pay any outstanding balance owed to the District and ii) pay a deposit to have utility service restored.
- 4) Payment Arrangements/Extensions must be made before the Past Due Date and must be approved by the District General Manager.
- 5) Checks returned NSF will be charged a returned check fee plus the amount of the check. Payment for a returned check must either be either in Cash or Credit/Debit Card. Payment for returned check must be made within 3 business days of notification or utility service is subject to immediate cut-off. If utility service is cut-off, the Customer must pay the amount of the check, plus the returned check fee, and the Reconnect Fee.

**F) Billing Adjustments**

- 1) In the event of a leak occurring at the Service Property Address at any point after the meter, adjustments to the Customer's bill may be considered and relief granted in the discretion of the District Manager and the District Board. Proof of the successful repair of the leak by the Customer will be required for any such consideration.

**G) Meter Reads Re-reads and Meter Change Requests**

- 1) The District is responsible to provide to its customers water at the minimum pressure and flow as set forth in North Carolina General Statutes. The District is further responsible for the installation, maintenance, service, and repair of all main lines, feeder lines, and service lines to the Customer's meter. Such lines and the meter are the property of the District. The line out of the meter to the Customer side is the property of the Customer.

- 2) The Customer is solely responsible for all lines and equipment on the Customer side of the meter.
- 3) The water meter measures the amount of water in gallons that flows through the meter to the Customer. The meter only registers when water flows through it. The Customer is solely and financially responsible for all water that flows through the meter as shown in the meter readings carried out by the District.
- 4) The District only uses meters that meet or exceed the A.W.W.A standards for accuracy and pressure loss, so that the District can reliably and efficiently meet our customers' water needs. In this effort, District employees change customer meters as may be needed due to age, readability, efficiency, or if the meter isn't registering.
- 5) For billing purposes District employees read meters monthly to record the customers' current meter readings, which data is then entered into the billing software that then calculates the bill for that customer's consumption during the billing cycle. After readings are processed and consumption is calculated but before bills are mailed out, those customers with what the District may note as unusually high consumption during any billing cycle may be checked again by the District in an attempt to determine that the noted consumption is from an accurate meter reading.
- 6) Should a Customer question the accuracy of their meter reading, which reflects an unusually high consumption during the billing cycle, and the Customer can find no reason for the unusually high consumption (i.e. a leak, running toilet, forgotten garden hose, or similar cause) the following procedures are available to resolve the issue:
  - If the Customer requests that the meter be re-read, a District employee will re-read the meter. If the reading is correct, the monthly reading will stand.



- If the reading is incorrect the Customer's bill will be adjusted accordingly.
  - If the Customer requests that the meter be tested, District employees will remove the meter and test it for accuracy. If the meter passes, it will be reinstalled and the monthly reading will stand. If the meter fails, it will be replaced and the Customer's bill for that billing cycle will be adjusted accordingly. The District will only test a customer's meter once during any 24-month period.
  - If the previous steps do not resolve the issue, the Customer may appeal in writing to the District Board. Appeals are considered by the Board on a case by case basis and the Board's determination is final.
  - Note - All customer-related consumption accuracy concerns must be presented to the District by the Customer. The District cannot address concerns by any person[s] who is not authorized on the account.
- 7) The District will only replace a Customer's meter when there is sufficient evidence in the District's determination to warrant the replacement of that meter. However, after a meter is tested and if it passes such test, if the Customer still desires to have the District replace their meter at the Customer's expense, the District will replace such meter and the cost of such replacement will be added to the Customer's account balance. The cost for meter replacement shall be based on the actual cost of the meter plus the Meter Change Fee.

#### **H) New Service Connections**

- 1) Residential Service requirements before connection will be made:
  - ¾ or 1" Water meter
  - 4" sewer connection
  - Payment of the Tap Fee and Deposit.
  
- 2) Commercial, Industrial, Institutional, Development Service Connections: Connections in these categories are subject to review by the District General Manager and/or the District's Engineer and/or Attorney. Project drawings, engineering specifications and other information that the District finds pertinent may also be required. All Tap Fees, Review Fee (if

applicable), and Deposit must be paid before any connection will be made.

- 3) Cross Connections/Backflow: If there is on the customer side of the meter any known, or possible, cross-connection the Customer shall be required to provide, maintain, and have tested (at least annually) a Back-Flow Prevention Assembly that must meet or exceed requirements imposed by the District for the type of cross connection involved. Annual testing must be by a certified tester, and the Customer must provide the District with a copy of the test results. Failure by the Customer to install, test, maintain/repair, or provide the District with test results will be cause for refusal, disruption, or disconnection of service. Customer shall not make any connections to their service line between the meter and back-flow prevention assembly. Customer will be liable for any loss, damage, or contamination to the District's water supply system due to failure by the Customer to comply with the District's Cross-Connection/Back-Flow Policies.
- 4) The provision of any Easement, Encroachment, or Right-of-Way determined by the District to be necessary for the provision of utility services to the Customer by the District shall be the sole responsibility of the Customer. The District does not assume any liability arising from customer inaction, fraud or neglect in acquiring easements, encroachments, or rights-of-way. The District reserves the right to refuse, disrupt, or disconnect utility services in such cases.
- 5) The Service Connection Location shall be at the discretion of the District.
- 6) Except in the case of a Master Meter, the District shall require a separate meter for each service connection. There shall be no "split meters".

### **I) Service Responsibility**

*[\\*See Attached Illustration pg. 13](#)*

#### **The District**

- 1) The District assumes ownership of all service lines, up to, and including the meter, meter setter, and meter box. The District will maintain such lines and will provide a cut-off valve on the District side of the meter.
- 2) The District will maintain all water/sewer mains and associated fixtures belonging to the District (i.e. lines with fixtures, installed by the District, or installed by a contractor for the District, and lines deeded to the District.)
- 3) The District shall have at all times the right to enter upon the Customer's real property for the purpose of maintaining and operating any District facility, and may exercise the right to discontinue utility services and remove District facilities in case of violation of any of the Customer Policies, or if any of the information provided on the Utility Service Agreement is found by the District to be false or incorrect.
- 4) The District shall not be responsible for repair, maintenance or replacement of any Private System. In the event of a leak or other failure of all or any part of a Private System, the District shall have the absolute right to cut-off utility service to affected Private System if such leak or failure is not promptly repaired by the owner of the Private System in a manner reasonably suitable to the District. Sewer lines in Private Systems, although not owned by the District are an Extension of the District's Sewer Permit and must in all respects meet the requirements of said Permit. In the event of a sewer spill at or on a sewer line in a Private System, the Customer shall be solely responsible for and promptly carry out all repairs and/or cleanup necessary to correct such spill and to remedy the effects of the spill. Additionally, the Customer shall be solely responsible for any fine, penalty or other cost imposed by any governmental regulatory agency imposed as a result of such spill, whether imposed upon the owner of the Private Stem, the Customer or the District, and shall further indemnify and hold the District harmless from any fine, penalty or other cost (including the cost of defense) arising from such spill.

- 5) The District strives to provide continuous, uninterrupted water service at pressures and flow rates as mandated by the State of North Carolina. Regardless, interruption of utility services may occur as a result of a line break, construction activity, maintenance/repair activity, or other unforeseen reason. In the event of a service interruption, the District will work to restore utility services as quickly, and safely, as reasonably possible. When a scheduled interruption of utility services is planned, the District will take reasonable efforts to notify those customers who are reasonably expected to be affected by the planned interruption before the interruption is scheduled to take place. **NOTE - A Boil Water Advisory may be issued in the event of line break.**

### **The Customer**

- 1) The District is not responsible for any repair, maintenance, or replacement of any customer-owned equipment, including but not limited to water lines, cut-off valves, pressure reducing valves, or plumbing fixtures.
- 2) The District shall not be liable for any loss or damages of any kind resulting from any service interruption or pressure fluctuation.
- 3) To aid in the District's effort to provide our customers with high quality services, the District strongly recommends that each Customer:
  - Keep all piping, connections, and plumbing fixtures on the Customer's side of the meter inspected and in good repair.
  - Provide and maintain a cut-off valve on the Customer's side of the meter.
  - Provide and maintain a Pressure Reducing Valve (PRV) on the Customer's side of the meter to protect against pressure variations in water lines.
  - Install a water filter on the Customer's side of the meter.
- 4) The Customer is responsible for keeping the meter and/or sewer clean out location accessible, secure and safe at all times. This includes removing any trees, shrubs, fences, animal, or other things that could

obstruct access to the meter and/or sewer clean-out location or be a potential risk of injury to the Customer, any District employee or a third party. Any meter that cannot be accessed by the District is subject to estimation of consumption and the appropriate billing for such consumption at the discretion of the District General Manager.

- 5) Water meters, meter setters, and meter boxes are the property of the District and should not be tampered with or altered in any way. If upon inspection, the District determines that District property has been tampered with, altered or damaged, the Customer will be held responsible, and will be liable for any replacement, maintenance or repair cost incurred by the District as a result of such tampering, alteration or damage.
- 6) If upon inspection, the District determines that the Customer, or someone working on behalf of the Customer, has tampered with or altered District property in such a way as to defraud or attempt to defraud the District, the District shall have the absolute right to discontinue service to the Service Property Location immediately and without notice, and thereafter proceed to recover any losses or damages arising from such alteration through any available criminal prosecution and/or civil action.

**J) Emergency Use Restrictions**

- 1) Special Emergency Resolution: If conditions so limit the District System that unrestricted use of the District System may in any way endanger the adequacy of the District System, the District Board may, by resolution, adopt such emergency use restrictions, and such additional regulations and restrictions, including increased rates, as are reasonably calculated under all conditions to preserve and protect the District System.
- 2) Once adopted emergency use restrictions and regulations shall remain in force and effect until the District Board determines that conditions requiring their imposition no longer exist.

**K) Amendments**

- 1) From time to time in the discretion of the District Board these Policies, may be amended, modified, waived or revised.

**L) Name**

- 1) “Junaluska Sanitary District” was organized and operates under Part 2 Sanitary Districts of N.C.G.S. 130A-49 *et seq.*

**M) Adopted**

- 1) These Policies were adopted by the District Board of Junaluska Sanitary District on October 31, 2016.
- 2) These Policies supersede and replace all previously adopted or applicable Customer Policies of the District whether written or implied.

# Water Line - Ownership and Responsibility

