



**TOWN OF PINE LEVEL  
ORDINANCE ESTABLISHING RULES AND REGULATIONS  
FOR PINE LEVEL PUBLIC WATER SUPPLY SYSTEM**

This ordinance establishes Rules and Regulations for operation of the Town of Pine Level Public Water Supply System, ID#03-51-040.

The cost of operating the water system plus other necessary, incurred costs relating thereto shall be financed by water user fees and assessments of all lots having access to the water system.

In all areas of the Town of Pine Level the developing corporation or other entity, at their own expense, shall construct all water lines, fire hydrants, etc., required as set forth in the Pine Level Water and Sewer Construction Standards and Specifications, including connecting to Pine Level water lines.

All developed lots, homes, each unit of duplexes or condominiums, swimming pools, or other water users will be required to become water customers when the projects are completed and water is available. At least the minimum rates will be charged each month thereafter to every customer.

**I. CLASSIFICATION OF SERVICE**

All customers are classified under the categories of in-town service or out-of-town service, including residential, schools, churches and commercial users.

**II. RATE SCHEDULE, TAP-ON FEES, IMPACT FEES, TRANSFER FEE**

On file at Town Hall.

**III. APPLICATION FOR SERVICE**

**A.** Customers will make application for service in person at the Pine Level Town Hall.

**B.** The town may reject any application for service not available under a standard rate or which involves excessive service cost, or which may affect the supply for service to other customers or for other good and sufficient reasons, in which case any customer fees will be

refunded.

#### **IV. DEPOSIT REQUIRED**

**A.** A deposit fee of \$80.00, plus a service fee of \$35.00, must be paid by all rental customers prior to connection of services.

**B.** The deposit fee is refundable when a customer no longer wants to receive water service and contacts the town to have services disconnected.

**C.** The deposit will be applied to the customer's final bill for water services. A check will be issued for any credit balance and will be mailed to the customer's last address.

#### **V. INITIAL OR MINIMUM CHARGE**

**A.** A water tap fee plus any other required charges as provided in the rate schedule, shall be paid prior to any meter being installed, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.

**B.** Where service is furnished to a customer 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 town's rate schedule.

**C.** Water furnished for a given lot shall be used on that lot only. Each customer'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 purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

#### **VI. TOWN'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, and for which a tap-on fee then in effect for each size of meter will be charged.

**B.** The town may install its meter at the property line or, at the town's option, on the customer'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 customers or in the case of a second meter, they shall be closely grouped and each clearly designated to which customer it applies.

**D.** The town does not assume the responsibility of inspecting the customer's piping or apparatus and will not be responsible therefor.

**E.** The town reserves the right to refuse service unless the customer'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 of any kind whatsoever resulting from water or the use of water on the customer's premises. The town shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the customer's premises. The town shall not be responsible for negligence of third parties or forces beyond the control of the town resulting in any interruption of service.

**G.** Under normal conditions, customers will be notified beforehand of any anticipated interruption of service.

## **VII. CUSTOMER'S RESPONSIBILITY**

**A.** Piping on the customer's premises must be so arranged that the connections are conveniently located with respect to the town's lines or mains.

**B.** If the piping on the customer'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 customer, a suitable place shall be provided by customer for placing such meter — unobstructed and accessible at all times to the meter reader.

**D.** If a customer requests that a meter be relocated on their property, they shall be responsible for paying all costs associated with such relocation.

**E.** The customer shall furnish and maintain a private cut-off valve on the customer's side of the meter.

**F.** The customer's piping and apparatus shall be installed and maintained by the customer at the customer'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 Board of Health.

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

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

**I.** The amount of such loss or damage or the cost of repairs shall be added to the customer's bill; and if not paid, shall result in the disconnection of service by the town.

## **VIII. EXTENSION OF SERVICES**

Any extension of the water distribution lines to serve any additional customer, any new area, or previously undeveloped area, either within the town or outside the city limits of the town, should the town elect to extend beyond the city limits, will be under the following terms and conditions:

**A.** Detailed drawings and specifications of the proposed addition shall be prepared by a licensed engineer and submitted for the review and approval of the town and the State Board of Health prior to installation of any such addition.

**B.** The water lines may be installed in segments but shall be in accordance with the detailed drawings and specifications that have been submitted, and the installation shall be under the supervision of an individual approved by the town.

**C.** The supervisor, as well as an authorized representative of the town shall witness and approve each completed segment of the work before backfill. In addition, the supervisor and authorized representative shall witness and approve a 24-hour pressure test of each segment after its completion, but prior to acceptance by the town of such segment into the system.

**D.** The facilities being furnished, including but not limited to hydrants, meters and valves, shall be in accordance with the Pine Level Water and Sewer Construction Standards and Specifications. Shop drawings of such items shall be submitted to the town prior to installation.

**E.** Upon completion of the installation and pressure test the complete system shall be decontaminated in accordance with the regulations of the North Carolina Board of Health.

**F.** Upon completion of the addition or additions to the system, a set of as built mylar reproducibles, one set of black prints and specifications for the addition shall be filed with the town to be maintained as a permanent record and for future reference.

**G.** Prior to or upon completion of the new extension, all rights of way, easements, permits, franchises, and authorizations or other instruments needed for the installation, operation and maintenance of the facility, shall be deeded to the town. All costs involved in the new extension, including supervision and testing, shall be paid by the developer or by the person or persons requesting the extension.

## **IX. ACCESS TO PREMISES**

**A.** Duly authorized agents of the town shall have access at all reasonable hours to the premises of the customer 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 customer 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 customer 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 customer.

## **X. METER READING-BILLING-COLLECTING**

**A.** Meters will be read monthly on or before the twentieth of the month and bills will be rendered monthly on the twenty-fifth of the month. 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 service will be figured in accordance with the town's rate schedule then in effect, and will be based on the amount consumed for the period covered by the meter readings.

**C.** A bill will be due for each month that water is connected, whether water is used or not.

**D.** Charge for service commences when meter is installed and connection made, whether water is used or not.

**E.** 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 customers, or for the same or different services.

**F.** Bills are due when rendered and if not paid by the fifteenth (15th) day of the month, bill will be considered delinquent and a penalty of 10% will be added.

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

## **XI. SUSPENSION OF SERVICE**

**A.** **BILLS MUST BE PAID** prior to 5:00 p.m. on the 25th day of each month. When the 25th falls on a holiday or weekend, customers will be allowed to make payment until 5:00 p.m. on the next business day.

**B.** Services will be disconnected and a penalty of \$50.00 will be assessed on all accounts that remain unpaid after 5:00 p.m. on the 25th of each month (or the next business day in the case of a holiday or weekend). The \$50.00 penalty and all delinquent charges must be paid before services can be resumed. Exception will be made only for those customers who are being disconnected for the first time.

**C.** When service is disconnected for non-payment, only those customers who have paid in full prior to the end of the regular workday will be reconnected. Otherwise, no reconnection of services will be made after regular working hours.

**D.** It shall be unlawful for any person other than a duly authorized agent or employee of the town to do any act that results in a resumption of water service. If a customer commits any act, or permits any act to be committed, that results in a resumption of water service, a

\$100.00 meter-tampering fee will be assessed. The meter tampering fee and all delinquent charges must be paid before services can be resumed.

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

**F.** The town will maintain a "promise list" for those customers who, for reason of hardship, cannot pay their bill as outlined in item A.

**G.** An extension of five (5) working days after the 25th of the month, will be allowed to those customers who satisfactorily complete requirements to be placed on the "promise list."

**H.** To be placed on the "promise list" a customer or their delegate, prior to 5:00 p.m. on the 25th of the month, must fill out a WRITTEN promise to pay at the Town Hall. If the bill remains unpaid past 5:00 p.m. on the extended date of five (5) working days, the service will be disconnected and it will be treated as a regular disconnection.

**I.** All services for which full payment of all penalties and delinquent charges has not been received will be disconnected. No excuses will be accepted or extensions granted by the town's duly authorized agent or employee.

**J.** The town reserves the right to discontinue service without notice for the following additional reasons:

1. For non-payment of fees concerning bad checks.
2. To prevent fraud or abuse.
3. Customers willful disregard of the town's rules.
4. Emergency repairs.
5. Insufficiency of supply due to circumstances beyond the town's control.
6. Legal processes.
7. Direction of public authorities.
8. Strike, riot, fire, flood, accident, or any unavoidable cause.

## **XII. PENALTIES FOR FAILURE TO PAY**

The town reserves the right to pursue all remedies provided by law against any customer who fails to pay their bill and/or fails to pay any assessment imposed by the town.

### **XIII. ADJUSTMENTS**

**A.** If a customer experiences a loss of water due to a leak, broken pipe, or other similar reason, they should contact the Town Hall as soon as possible. A representative of the town can then go to the customer's premises and determine if a loss of water has indeed occurred and for what reason.

**B.** If proof can be provided that the problem has been corrected, and the water did not gain entry into the sewer system, such as happens in the case of a commode leak, an adjustment can be made to the customer's bill.

**C.** The adjustment will be based upon the immediate past twelve months of usage. Sewer charges will be based on an average for twelve months; water charges will be based on average usage for twelve months, plus one/half of whatever amount has been used over that average.

**D.** No adjustments will be allowed on "second" meters.

### **XIV. COMPLAINTS**

**A.** If the customer believes their bill to be in error, they should present a claim, in person or in writing, at the Pine Level Town Hall 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 customer may pay such bill under protest and said payment shall not prejudice their claim.

**B.** The town will make special meter readings at the request of the customer.

**C.** Meters will be tested at the request of the customer 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 over-register beyond 15% 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 customer shall pay an amount estimated from the record of previous bills, and/or from other proper data.

### **XV. 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 Board of Commissioners.

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

**XVI. EFFECTIVE DATE**

This ordinance shall become effective as of July 1, 2002 and shall supercede any similar ordinance(s) in effect at that time.

DULY ADOPTED THIS 9TH DAY OF APRIL, 2002.

Tony Braswell, Mayor

Attest:  
Sharon Thompson