



Clay County  
Water & Sewer District  
Customer Policy

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## Defined Terms

<b>“District”</b>	Clay County Water & Sewer District (CCWSD)
<b>“Advisory Board”</b>	The governing board of the District
<b>“Customer”</b>	The person[s] or entity signing the Customer Service Agreement
<b>“Private System”</b>	Any privately or community owned water or sewer system.
<b>“Service”</b>	Water and/or sewer services provided by the District
<b>“History of Delinquency”</b>	Any service location with more than three current outstanding balances or an account with three or more disconnections within any twelve-month period.

## **A. Application for Service**

1. Types of Service: Residential and Commercial/Business
2. All applicants must submit to the District:
  - a. Completed and signed Customer Service Agreement.
  - b. Deposit:
    - i. Owners- \$100 *own property being serviced*
    - ii. Renters- \$200 *renting/leasing property being serviced*
  - c. Lease Agreement (renters only)- Rental applicants must provide a copy of rental/lease agreement.
  - d. Proof of identity
3. 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 at the last known billing address. After ninety (90) days, unpaid balances due to the District will be submitted to the NC Debt Setoff Clearinghouse.
4. The Customer 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. The District may reject an application for service if there is a History of Delinquency by a Customer and/or service location.
3. Grounds for Termination or Denial of Service:
  - a. Account delinquency.
  - b. History of delinquency.
  - c. Returned check/bank draft.
  - d. Fraud, damage, destruction or abuse of the District's property or system.
  - e. Failure to comply with the provisions of the District's Customer Policies.
  - f. Physical or verbal abuse, harassment or intimidation of District employees or District Board members.
  - g. At the Customer's request.

**C. Billing** For information about current rates and fees, visit [www.claycowater@ccwsd.net](mailto:www.claycowater@ccwsd.net) or contact CCWSD Office

1. The Customer [and Landlord/Property Manager/Property Owner, if applicable] is responsible for payment of all bills, fees or other charges associated with their account.
2. Meters are read once a month and bills are calculated based on the current water reading.
3. Customer account information (billing and consumption/usage) will and can only be discussed with the Customer [and Landlord/Property Manager/Property Owner, if applicable] whose name is on the Customer Service Agreement. The District staff is not authorized to discuss any Customer account-related information without direct permission from the 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. 162A-86 *et seq.*
5. Bills are due and payable in full by the 4<sup>th</sup> Friday of each month.
6. All active accounts will receive a minimum bill amount even if the meter reading reflects zero consumption during the 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, and other charges. It is the responsibility of the Customer to provide any changes in contact information to the District.
8. If Customer is receiving payment assistance from a third party, it is the Customer's responsibility to ensure payment is made by the bill due date. The District is under no obligation to facilitate any arrangement with any third party or to ensure that a third party makes a payment on the Customer's behalf.
9. Account balances will be considered delinquent ten (10) days after past due date, and all services are thereafter subject to immediate disconnection without further notice. Reconnection of services will require all past due balances paid in full in addition to a reconnection fee.

#### **D. Reconnection Policy**

1. If service is disconnected due to non-payment of past due account balance, the Total Account Balance plus a reconnection fee must be paid prior to service being restored.
2. When service is disconnected, 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 water service has been turned on as a result, 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 service in such situations and may prohibit Customer from any future District services. In addition, the District reserves the right to refuse future service to that location. Property owner (if other than Customer) may be charged for restoration to service location.
3. If service is disconnected for non-payment of any account balance and payment to restore service has not been made within five (5) business days after disconnection, 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 services and:
  - i. Pay any outstanding balance owed to the District and
  - ii. Pay a deposit to have service restored and
  - iii. Pay a reconnection fee.
4. Payment arrangements or extension requests may be available. Requests must be made five business days prior to the Past Due date and must be approved by the District's Office Administrator or General Manager. Failure to meet payment arrangement or extension may result in the disconnection of services.
5. Checks (or bank draft) returns or credit card chargebacks will be charged a returned check fee\*. Payment for a returned check must either be via Cash or Credit/Debit card. Payment for a returned check must be made within three (3) business days of notification or service may be subject to immediate disconnection of services. If service is disconnected, the Customer must pay the amount of the check, the returned check fee as well as a reconnection fee.

#### **E. Meter Reads, Re-reads, and Meter Change Requests**

1. The District is responsible to provide 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 property of the District. The line from 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 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 other technical concern.
5. For billing purposes, District employees read meters monthly to record the customers' current meter readings. Readings are imported into billing software that calculates consumption during the billing cycle.
6. Should a Customer question or dispute the accuracy of their meter reading, which may reflect unusually high consumption, the Customer may contact the District Office for a review of their consumption.
  - It is common that higher than usual consumption can be explained by a leak, toilet running, forgotten garden hose, etc.
  - All Customer-related consumption and/or billing 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.

**F. Service Responsibility** *\*See Attached Illustration p. 8*

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 Service Agreement is found by the District to be false or incorrect.
4. Sewer: 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 System, 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. Water: 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 because 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 expected to be affected by the planned interruption before the interruption is scheduled to take place. NOTE - A Boil Water Advisory by the District may be issued in the event of line break.

## **G. 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 based on previous average consumption and the appropriate billing for such consumption.
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 or acting 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. Property owners could be held liable for a new connection if District lines or taps were damaged. Service reconnection could be denied to that location.

## **H. 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.

## **I. Amendments**

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

## **J. Name**

1. "Clay County Water & Sewer District" was organized and operates under Article 6 County Water & Sewer Districts of N.C.G.S. 162A-86 et seq.



# Understanding Water Line Ownership & Responsibility



The Main Line (public), CCWSD Service Line and the Meter are the responsibility of CCWSD.  
 Tampering of CCWSD equipment may result in a \$200 fine.

All Lines and Equipment from the property side of the meter are the responsibility of the Customer.

# Understanding Sewer Line Ownership & Responsibility

