

Northampton County
Public Works Department
Rules and Regulations

For the purposes of this agreement:

Northampton County Public Works shall be referred to as NCPW

Consumer shall include customer, user, and an individual and or property owner

I. CLASSIFICATION OF SERVICE

- A. Residential and Churches
- B. Other: Schools, Industrial, Institutional and Commercial

II. RATE SCHEDULE AND TAP FEES

- A. Rate schedule for Water and Sewer see Attachment A
- B. Tap fees for Water and Sewer see Attachment B
- C. Multi-residential users, such as trailer courts, parks and multiplex apartments, served through one meter will be billed at the County's regular published rate.

III. APPLICATION FOR SERVICE

- A. Service will be provided only to those consumers who have fully executed a Utility User Agreement Application.
- B. The Public Works Department may reject any application for service which is not available under a standard rate, which involves excessive service cost, which may affect the supply of services to other customers or for other sufficient reasons.
- C. NCPW may reject any application for service when the customer is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the property owner of said location has been served water and has not paid for the same, the NCPW shall not be required to render services to anyone at said location where the water was used until said bill has been paid.
- D. If Sewer service is requested where water service is available the customer will be required to connect to the water system.

IV. DEPOSITS

- A. All customers will make the minimum cash deposit defined as follows:
 - i. Homeowners
 - a. Water Service only; \$50.00
 - b. Sewer Service only; \$50.00
 - c. Water and Sewer Services; \$100.00
 - ii. Renters
 - a. Water Service only; \$150.00
 - b. Sewer Service only; \$150.00
 - c. Water and Sewer Services; \$300.00
- B. Once a customer has made twenty-four (24) consecutive payments with no penalty, the deposit will be refunded. Deposits shall not draw interest.
- C. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- D. A separate deposit is required for each meter installed.
- E. The deposit receipt is not negotiable.
- F. Where the NCPW finds that the request for a deposit refund is in question, the Public Works Department may require the applicant to produce the deposit receipt properly endorsed.

V. INITIAL OR MINIMUM CHARGE

- A. All customers who have received a service during system construction shall have a maximum of ninety (90) days after water has been made available to connect to the system. After this period has elapsed the minimum monthly charge shall be levied for thirty-six (36) months, no further payments are required until such time as the connection is made to the system.
- B. The deposit, as provided in Attachment A, shall be made for each meter installed, regardless of location. Each meter requires a separate meter account and User Agreement.

- C. A meter furnished for an address shall be used at that address only. Each customer's service must be separately metered at a single delivery and metering point.
- D. 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.
- E. In resort areas where service is furnished to a customer during certain months only, the minimum charge per service for the period on non-use shall be the same as the minimum bill as set in Attachment A.

VI. NORTHAMPTON COUNTY PUBLIC WORKS RESPONSIBILITY AND LIABILITY

- A. NCPW shall install a service line from the distribution line to the property most adjacent to the service distribution line.
- B. NCPW shall install the meter in the utilities right-of-way of addressed property identified on the APPLICATION FOR WATER SERVICE.
- C. When two or more meters are to be installed on the same premises for different purposes, they shall be closely grouped, and each clearly designated to the purpose it applies.
- D. NCPW does not assume the responsibility of inspecting the consumer's piping or appurtenances and will not be responsible, therefore.
- E. NCPW reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connection or backflow.
- F. NCPW not be liable for damage of any kind to household appliances to include refrigerators, icemakers, hot water heaters as well as hot water furnaces whatsoever resulting from water, the interruption of water service for emergency repairs to lines, tanks or pumps, nor the use of water on the consumers premises, unless said damage results directly from negligence on the part of NCPW.
- G. Under normal circumstances, the customer will be notified of any anticipated interruption of service.

- H. NCPW may cut off any service that has an uncontrolled leak if the leak is not fixed in twenty-four (24) hours of notification. A service fee of \$25.00 will be charged to turn water back on.
- I. NCPW shall not be liable for damages of any kind to household appliances to include but not limited to refrigerators, icemakers, hot water heaters as well as hot water furnaces, if services are discontinued for non-payment of bill.
- J. NCPW is not responsible for mail that is lost, undelivered or deemed undeliverable by the USPS.

VII. CONSUMER'S RESPONSIBILITY

- A. Piping on the consumer's premises must be so arranged so that the connections are conveniently located with respect to NCPW water and or sewer lines or mains.
- B. If the consumer's piping on the consumers premises is so arranged that NCPW is called upon to provide additional meters, each place of metering will be considered as a separate account.
- C. The meter and meter box shall be accessible to the meter reader. If the consumer refuses to make reasonable attempts for access, NCPW may remove any obstacle at the consumer's expense and discontinue service.
- D. The consumer shall furnish and maintain a private cutoff on the consumer's side of the meter.
- E. The consumer's piping and appurtenances shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with NCPW Rules and Regulation's and in full compliance with the sanitary regulations of NCDENR. IN NO INSTANCE SHALL A CROSS CONNECTION BE ALLOWED.
- F. The customer shall guarantee proper protection for the meter and meter box placed on the consumer's premises and shall permit access to it only by authorized representatives of NCPW.
- G. In the event of loss or damage to NCPW property or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, their agents or employees. The cost of the necessary repairs or replacements shall

be paid by the consumer to NCPW and any liability otherwise resulting shall be assumed by the consumer.

- H. The cost of such loss, damage or repairs shall be added to the consumer's bill, and if not paid, services shall be discontinued.

VIII. EXTENSION TO WATER AND SEWER MAINS AND SERVICES

- A. Water distribution lines to serve undeveloped subdivisions will be handled as follows:

- i. The developer, at their expense, will submit plans and specifications for reviews and approval by NCPW, their Engineer and NCDENR (Public Water Supply).
- ii. The developer, at their expense, shall install the lines in accordance with the approved plans.
- iii. Upon completion of the water or sewer line installation and before use is permitted, the developer will deed the complete facility, to include right-of-way, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to Northampton County. Northampton County will not reimburse the developer for the extension in any way.

- C. **Other extensions; Extensions of water or sewer lines within NCPW service areas will be handled as follows:**

- i. The developer, at his expense, will submit plans and specifications for reviews and approval by Northampton Public Works, their Engineer and NCDENR (Public Water Supply).
- ii. The developer, at his expense, will install the lines in accordance with the approved plans.
- iii. Upon completion of the water or sewer line installation and before use if permitted, the developer will deed the complete facility, to include right-of-way, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to Northampton County. Northampton County will not reimburse the developer for the extension in any way.

IX. ACCESS TO PREMISES

- A. Duly authorized agents of the NCPW Department shall have access at all reasonable times to the premises of the consumer for the purpose of maintaining or inspecting equipment, reading or testing meters or for any other purpose in connection with the proper operation and maintenance of NCPW services, appurtenances and or facilities.
- B. The consumer shall grant or convey, or shall cause to be granted or conveyed, to Northampton County a perpetual easement and right-of-way to any property owned or controlled by the consumer wherever said easement or right-of-way is necessary for NCPW water or sewer lines so as to be able to furnish service to the customer.

X. CHANGE OF OCCUPANCY

- A. No less than three (3) days' notice must be given in person or in writing to the Northampton County Public Works office to discontinue service for a change in occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever time period is greater.

XI. METER READING - BILLING – COLLECTIONS

- A. Meters will be read between the 1st and the 25th of each month. The bills will be rendered by the 1st of the following month; but NCPW reserves the right to vary the dates or length of period covered as may be necessary.
- B. Bills for water will be figured in accordance with the published rate schedule in Attachment A and will be based on the amount consumed for the period covered by the meter readings.
- C. Charges for service commences when the meter is installed, whether used or not. Up to ninety (90) days may be allowed for hook-up on initial installation of the water system.
- D. Readings from different meters will not be combined for billing.
- E. Bills are due when rendered and become delinquent by the 14th of the month whereupon a penalty of 10% of the bill amount will be

added on the 15th. Bills not paid by the 20th are subject to a delinquent fee and services will be discontinued.

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

XII. SUSPENSION OF SERVICE

- A. When services are discontinued and all bills paid the deposit may be refunded.
- B. For services discontinued for nonpayment of bills, the deposit will be applied toward the settlement of the account. Any balance will be refunded to the consumer. If the deposit is not sufficient to cover the bill, NCPW may proceed to collect the balance in the usual way provided by the law for collection of debts.
- C. Services discontinued for nonpayment of bills by the 20th of the month will be restored only after the bill is paid in full, redeposit made, and a service charge of \$25.00 for the first offense and \$50.00 for each offense thereafter. The bill, including all fees, must be paid in full by 2:00 pm to be reconnected on the same day.
- D. Northampton County Public Works reserves the right to discontinue services without notice for the following reasons:
 - i. Nonpayment
 - ii. To prevent fraud or abuse
 - iii. Consumers willful disregard of Northampton County Public Works Rules and Regulations
 - iv. Emergency repairs
 - v. Insufficiency of supply due to circumstances beyond NCPW control
 - vi. Legal processes
 - vii. Direction of Public Authorities
 - viii. Strike, riot, fire, flood, accident or any unavoidable cause
- E. Northampton County Public Works may, in addition to prosecution by law, permanently refuse service to any consumer if they, or their agents or an employee, tampers with a meter or other measuring device.

XIII. COMPLAINTS – ADJUSTMENTS

- A. If the consumer believes their bill to be in error, they shall present that claim in person at the NCPW Department before the bill is delinquent. Such claim made after the bill is delinquent shall not be effective in preventing fees and or discontinuance of service as heretofore provided. The consumer may pay their bill under written protest and said payment shall not prejudice their claim.
- B. Northampton County Public Works will make special meter readings at the request of the consumer for a fee of \$15.00 to be added to the next month's bill. If the meter reading discloses that an error was made in the reading no charge will be made.
- C. Meters will be tested at the request of the consumer upon payment to NCPW of the actual cost of the testing. If the tested meter registers over the 3% of correct volume no charge will be made.
- D. If the seal of a meter is broken by other than a NCPW 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 their previous bills and or from other proper data.
- E. In the event of a leak on the consumers side of the meter:
 - i. For bill adjustments the billed amount must be at least twice as much as the average monthly consumption over the last twelve (12) months or less is data is not available.
 - ii. For bill adjustments see Attachment C
 - iii. Sewer charges shall be based on the above mentioned averages and adjustments
 - iv. The consumer must produce a signed statement from a NC licensed plumber that a water leak has been repaired or contact Northampton County Public Works for inspection of the repair work.
 - v. One adjustment in a rolling twelve (12) month period for the same leak will be allowed.

XIV. ABRIDGEMANT OR MODIFICATION OF RULES

- A. No promise, agreement or representation from any employee of Northampton County shall be binding upon the NCPW except as it

shall be agreed upon in writing, signed and accepted by the acknowledged representative of Northampton County.

- B. Water and Sewer rates are set and approved by the governing body, Northampton County Board of Commissioners, and are not subject to change by any single agent or employee of Northampton County.

XV. ADOPTION OF RULES AND REGULATIONS

- a. Until further order of the Northampton County Board of Commissioners the Rules and Regulations herein and above set out are hereby adopted as the date hereof to become effective on this the _____ day of _____, 2022.

WATER RATES		
BASE RATE	NO USAGE	\$23.50
COST/1000 GALLONS		
1-1000	\$6.00	\$29.50
1001-2000	\$6.00	\$35.50
2001-3000	\$7.50	\$43.00
3001-4000	\$10.75	\$53.75
4001-5000	\$10.75	\$64.50
5001-6000	\$10.75	\$75.25
6001-7000	\$10.75	\$86.00
7001-8000	\$10.75	\$96.75
8001-9000	\$10.75	\$107.50
9001-10,00	\$10.75	\$118.25
SEWER RATES		
BASE RATE	NO USAGE	\$18.00
COST/1000 GALLONS		
1-1000	\$8.00	\$26.00
1001-2000	\$8.00	\$34.00
2001-3000	\$9.50	\$43.50
3001-4000	\$9.50	\$53.00
4001-5000	\$11.50	\$64.50
5001-6000	\$11.50	\$76.00
6001-7000	\$11.50	\$87.50
7001-8000	\$11.50	\$99.00
8001-9000	\$11.50	\$110.50
9001-10,00	\$11.50	\$122.00