

# **TOWN OF RAMSEUR, NORTH CAROLINA**

## **WATER & SEWER**

### **RULES & REGULATIONS**

- I. Classification of Service: All services are classified under one category to include residential, schools, churches and commercial users.
- II. RATE SCHEDULE & TAP ON FEES:
- A. Rate Schedule
1. Inside Corporate Limits (last revision 7/21)

|        |          |                                   |
|--------|----------|-----------------------------------|
| Water: | \$ 13.50 | flat rate for water               |
| Plus   | \$ 4.00  | for the first 1,000 gallons       |
| Plus   | \$ 4.70  | for each additional 1,000 gallons |
| Sewer: | \$ 13.50 | flat rate for sewer               |
| Plus   | \$ 4.00  | for the first 1,000 gallons       |
| Plus   | \$ 4.70  | for each additional 1,000 gallons |
  2. Outside Corporate Limits (last revision 7/21)

|        |          |                                   |
|--------|----------|-----------------------------------|
| Water: | \$ 20.00 | flat rate for water               |
| Plus   | \$ 4.00  | for the first 1,000 gallons       |
| Plus   | \$ 6.70  | for each additional 1,000 gallons |
| Sewer: | \$ 13.50 | flat rate for sewer               |
| Plus   | \$ 4.00  | for the first 1,000 gallons       |
| Plus   | \$ 6.70  | for each additional 1,000 gallons |
  3. Rates and tap on fees for customers inside corporate limits, (last revision 7/22)

|                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| ¾" Water – \$1,500                                                  | 1" Water – \$2,000 |
| 2" Water & 3" Water – (Customer Pays Licensed Utility Contractor) + |                    |
| Cost of meter plus 10 %      Sewer – \$1,500                        |                    |

Rates and tap on fees for customers outside corporate limits

|                                                                     |                    |
|---------------------------------------------------------------------|--------------------|
| ¾" Water – \$2,000                                                  | 1" Water – \$2,500 |
| 2" Water & 3" Water – (Customer Pays Licensed Utility Contractor) + |                    |
| Cost of meter plus 10 %      Sewer – \$2,000                        |                    |
  4. If any boring is needed for tap on service the customer pays a licensed utility contractor
  5. Multi-Residential users such as trailer courts will be served through one master meter.
  6. Multi-Residential users such as duplex or any multi-apartments will be served through separate meters.
  7. Multi-Commercial users must be separately metered. Each Commercial office or building will be separately metered and invoiced at the established rates.
- III. APPLICATION FOR SERVICE
- A. Service will be supplied only to those who make application for service.
- B. Customers will make application for service, in person, at the Town Hall and at the same time make the deposit guarantee required below.

- C. 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 of service to other customers or for other good and sufficient reasons.
- D. The Town may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location. When a resident of any premises has been served water and has not paid for the same, the Town shall not be required to render service to anyone at said location where the water was used until said water bill has been paid.
- E. In order to broaden the Town of Ramseur's development and tax base, owners(s) of property outside the city limits proposing commercial or industrial use, or subdivision developments must petition the Town of Ramseur for annexation before connection to the Town's water and sewer facilities will be permitted. These properties may be connected to water or sewer lines and remain outside the city limits, but the owner(s) must petition the Town of Ramseur for annexation before connection to both or either water and or sewer lines will be allowed.

#### IV. DEPOSIT

- A. A \$150.00 deposit is required for all new water accounts. Deposits shall not draw interest. (Revised 7/1/21)
- B. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- C. A separate deposit is required for each meter installed.
- D. The deposit receipt is not negotiable and can be redeemed only at the Town's office.
- E. Where the Town finds that the requests for a deposit refund is questionable, the Town may require the applicant for refund to produce the deposit receipt properly endorsed.

#### V. INITIAL OR MINIMUM CHARGE

- A. The initial or minimum charge, as provided in the rate schedule, 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.
- B. In areas, 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 published rates of the town.
- C. Water furnished for a given lot shall be used on that lot only. Each customer service must be separately metered at a single delivery and metering point. Each commercial until 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 of Ramseur 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 Consumer'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 consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- D. The Town does not assume the responsibility of inspecting the customer's piping or apparatus and will not be responsible therefore.
- E. The Town reserves the right to refuse service unless the consumer'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 consumer's premises, unless such damage results directly from negligence on the part of the Town. The Town 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 Town shall not be responsible for negligence of third persons or forces beyond the control of the Town resulting in any interruption of service.
- G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VII. CONSUMER'S RESPONSIBILITY

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the Town's lines or mains.
- B. If the consumer's piping on consumer'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 consumer's a suitable place shall be provided by consumer for placing such meter – unobstructed and accessible at all times to the meter reader.
- D. 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 Town's rules and regulations and in full compliance with the sanitary regulations of the State Department of Human Resources.
- E. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter, the Town to provide a like valve on the Town's side of such meter.
- F. The consumer shall guarantee proper protection for the Town's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the Town.
- G. 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 consumer, his agents or employees, the cost of the necessary

repairs or replacements shall be paid by the consumer to the Town; and any liability otherwise resulting shall be assumed by the consumer.

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

#### VIII. EXTENSIONS TO MAINS AND SERVICES

- A. Water & sewer distribution lines to serve undeveloped subdivision will be handled as follows:

1. The developer will submit proper plans and specifications for review and approval by the Town, its engineer and the North Carolina Department of Human Resources.
2. The developer will install the lines in accordance with the approved plans and specifications. Upon completion, the engineer is to certify the project.
3. Upon completion of the new extension, the developer will deed the complete facility, to include all rights of way, easements, permits, franchises and authorizations or other instruments needed for the operation and maintenance of the facility, to the Town. The Town will not reimburse the developer for the extension.
4. The developer will be assessed a fee of \$350 for each meter which is installed by the Town of Ramseur.

- B. Other Extensions: Extensions of water & sewer lines within the Town's service areas will be handled as follows:

1. The plans for the extension will be submitted for review and approval by the Town, its engineer and the North Carolina Department of Human Resources.
2. The lines will be installed in accordance with the approved plans.
3. 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, will be deeded to the Town. The person or persons making a request for the extension will be responsible for cost involved.

#### IX. METER READING - BILLING - COLLECTING

- A. Duly authorized agents of the Town shall have access at all reasonable hours to the premises of the Consumer 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 consumer 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 consumer 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 consumer.

#### X. CHANGE OF OCCUPANCY

- A. Not less than three days' notice must be given in person or in writing, at the Town Hall, 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 or the time specified for departure, whichever period is longest.

#### XI. METER READING-BILLING-COLLECTING

- A. Meters will be read on or about the 15th day of each month and bills rendered on the 20th day of each month, but the Town reserves the right to vary dates or length of period covered, temporarily or permanently if necessary or desirable. B. Bill for water will be figured in accordance with the Town's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.
- C. Charge for service commences when meter is installed, the connection made and water is available whether used or not.
- D. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be of the same or different premises, of for the same or different consumers, or for the same or different services, except as may be specifically authorized by resolution of the Board of Commissioners of the Town of Ramseur. Bills are mailed out by the 20<sup>th</sup> of each month.
- E. Water bills are due and payable upon receipt, but not later than 5:00 p.m. on the 5<sup>th</sup> of the month. If not paid by 5:00 p.m. on the 10<sup>th</sup> of the month, a 1<sup>st</sup> penalty of \$20.00 will be assessed. No second notices will be issued. If not paid by 5:00 p.m. on the 15<sup>th</sup> of the month, an additional \$50.00 fee will be assessed and service will be discontinued by the Town. If payment due date falls on a weekend or Town-observed holiday, payment will be accepted prior to 5:00 p.m. on the next business day.
- F. Customer account shall be charged \$35.00 for each payment check or draft returned as unpaid by any financial institution.
- G. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

#### XII. SUSPENSION OF SERVICE

- A. When services are discontinued and all bills are paid, the deposit if any will be refunded.
- B. Upon discontinuance of service for nonpayment of the deposit will be applied by the Town 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 Town may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, redeposit made and a service charge of \$50.00 paid for each meter reconnected.
- D. The Town reserves the right to discontinue its service without notice for the following additional reasons:
  - i. To prevent fraud or abuse.
  - ii. Consumer's willful disregard of the Town's rules.
  - iii. Emergency repairs.



- iv. Insufficiency of supply due to circumstances beyond the Town's control.
- v. Legal processes.
- vi. Direction of public authorities.
- vii. Strike, riot, fire, flood, accident or any unavoidable cause.
- E. The Town may in addition to prosecution by law permanently refuse service to any consumer who tampers with a meter or other measuring device.

### XIII. COMPLAINTS – ADJUSTMENTS

- A. If the customer believes his bill to be in error, he shall present his claim, in person, at the 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 his claim.
- B. The Town will make special meter readings at the request of the consumer for a fee of \$5.00. If the special reading discloses that the meter was over read, the charge will not be made.
- C. Meters will be tested at the request of the consumer upon payment to the Town of the actual cost to the Town of making the test. If the meter is found to over register beyond two per centum of the correct volume no charge will be made.
- D. If the seal of a meter is broken by other than the Town's representatives 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 his previous bills and or from other proper data.
- E. All water customers with or without a wastewater connection will be allowed one water adjustment per twelve-month period for a leak that has been repaired within a reasonable amount of time. The adjustment will be based on the previous six-month average. Verification of repairs by invoice, billing statement or other documentation shall be submitted to the Town Clerk's office. (2/3/2003)
- F. Water customers with a sewer connection will be allowed one billing adjustment per twelve-month period for filling a swimming pool. The adjustment will be based on the previous six-month average. For the month in which the pool is filled, sewage use will not be billed for the amount of gallons equivalent to the capacity of the pool. (9/11/2006)

### XIV. ABRIDGEMENT OR MODIFICATION OF RULES

- A. No promise, agreement or representative 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 acknowledged officials of the Town.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Town except as may be approved by Resolution of the Board of Commissioners of the Town of Ramseur.
- C. These rules and regulations shall become effective as stated under item XV and shall on adoption by the Board of Commissioner of the Town of Ramseur, render null and void any prior rules and regulations, customs or acknowledged practices found to be in conflict with these rules and regulations.

XV. ADOPTION OF RULES

Until further order of the Board of Commissioners of the Town of Ramseur, the rules and regulation as the same are hereinbefore set out are hereby adopted as of the date hereof to become effective on and after April 1, 1984.

Resolved this the 5<sup>th</sup> day of March 1984 by the Board of Commissioners of the Town of Ramseur, North Carolina in regular meeting of the said Board of Commissioners.

By: Vicki Caudle  
(Mayor)

Attest: Carol Akers  
(Town Clerk)

|           |           |      |
|-----------|-----------|------|
| Amended – | 7/80 – 85 | 7/89 |
|           | 7/95      | 7/96 |
|           | 7/99      | 7/05 |
|           | 3/06      | 7/06 |
|           | 7/08      | 3/10 |
|           | 7/10      | 7/11 |
|           | 1/12      | 7/13 |
|           | 7/14      | 7/15 |
|           | 7/16      | 7/18 |
|           | 2/19      | 7/21 |
|           | 7/22      | 9/22 |