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| **WATER USE ORDINANCE**  **MAGGIE VALLEY SANITARY DISTRICT**  **MAGGIE VALLEY, NORTH CAROLINA** |

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**Maggie Valley Sanitary District**

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**FORMS**

#### SECTION 1 GENERAL PROVISIONS

1.1. **Purpose**

The purpose of this document is to state the policies and procedures for the water system owned by the Maggie Valley Sanitary District.

1.2 **Effective Date**

The effective date of these policies and procedures is \_April 19, 20015\_. These policies and procedures supersede all former ordinances, policies, procedures, rules and regulations previously informally in effect or formally adopted by the District Board.

1.3 **Severability**

If any provision of these policies or procedures or the application thereof to any Customer or circumstance is held invalid, such invalidity shall not affect any other provisions or applications stated herein.

1.4 **Power - General**

The District Board is vested with and shall exercise all powers granted to a Sanitary District by the North Carolina General Statutes and the District Charter with respect to the supervision, regulation and control over the System including the power and authority to determine extension policies; fix and revise rents, rates, fees, assessments and other charges for the use of the System’s services and facilities; acquire, lease, construct, improve, maintain and operate the System, acquire in the name of the District any real or personal property as it may deem necessary for the acquisition, improvement and maintenance of the System; make and enter into contracts and leases; receive and accept in the name of the District any grant or contribution; and terminate service to any Customer for non-payment of charges or other violation of these Policies.

* 1. **Litigation**

The District shall institute and/or defend all litigation affecting its powers and duties that relate to said System and the property and rights connected therewith or incidentally thereto. The District Manager shall immediately report to the District Board at its next regularly scheduled meeting if any legal process is served on the District in a manner affecting the powers, duties, properties, or trusts of the District.

* 1. **Limited Liability**

The District shall not be liable for any losses, injuries or damages related in any way to the System or the maintenance or operation thereof except for its affirmative negligence and then only to the extent of its insurance coverage.

1.7 **Failure to Provide Service**

The District shall not be liable to Customers or any other person, form or corporation for the failure to furnish service for any purpose or any conditions, or for the quantity, quality, pressure, rate or flow of the service furnished, or for any damage that may result from shutting off services even though no notice of shutting off the System shall have been given to the Customer, except those damages occurring in cases of affirmative negligence by the District.

1.8 **Alterations, Amendments and Additions**

These policies and procedures, including the rates, fees and charges, may be altered, amended or added to from time-to-time by a majority vote of the District Board voting in formal session. The effective date of such action shall have the same force and effect as these policies.

1.9 **Exclusive Right**

The District Board reserves the exclusive right to approve or disapprove a request for service.

1.10 **Standards**

The District Board shall set standards for design, location, materials and construction for System components to be served or to be a part of the District System.

1.11 **Authorized Use**

The right to use the System exists only under permit and approval, and no Extension or Connection to the Systems or to any privately or publicly owned extension thereof may be made or modified for any purpose unless a permit shall first have been obtained from the District Manager authorizing the use for which such an Extension or Connection is to be made. An unauthorized Extension or Connection is unlawful and may result in the termination of service to the violator, as well as all other penalties, civil or criminal, as provided by law.

1.12 **Definitions**

As used in these policies and procedures, unless the context shall otherwise require, the words defined in this section shall have the meaning herein ascribed. Whenever the context shall admit or require, words used herein in the singular shall include the plural, words used in the plural shall include the singular, and words used in the masculine, feminine and neuter shall be interchangeable in use as appropriate.

(a) Applicant: The person, firm or corporation applying for water service from the District by Extension or Connection, who shall be the Customer or his duly authorized agent.

(b) Application for Connection Permit: A written application requesting a new connection (tap) onto the water system. Such applications are to be approved by the District Manager or District Board prior to the District accepting applicable connection fees (tapping fees, system development charges, depletion fees, etc.).

(c) Application for Service: A written application requesting water service through an existing water connection or a new connection after a Connection Permit has been approved.

(d) Connection: A physical tap onto the water system which effects water service.

(e) Customer: The owner of the Licensed Premises or other person responsible for the payment of water bills for service at the Licensed Premises.

(f) Developer: The owner of a development or his duly authorized agent.

(g) Development: A parcel of land that is being developed to the extent that water service is desirable.

(h) District: The Maggie Valley Sanitary District

(i) Extension: A construction, alteration, enlargement or expansion of water facilities required to service Customers according to the terms and conditions set forth herein.

(j) Extension Agreement: An Agreement executed by the District and the Applicant providing for the installation of an Extension.

(k) GPD: Gallons per day.

1. GPM: Gallons per minute.

(m) Licensed Premises: The approved location for which the District has granted the delivery of Water Services.

(n) Main: Pipe(s) owned by or to be owned by the District used for the purpose of conveying water to Customer’s service connections.

(o) Mobile Home: A portable manufactured housing unit designed for transportation on its own chassis and placement on a temporary or semi-permanent foundation. This designation includes Park Model manufactured housing units.

(p) Mobile Home Park: Any premises where Mobile Homes are parked for living and sleeping purposes, or any premises used or set apart for the purpose of Mobile Homes for living and sleeping purposes, and which include any buildings, structures, vehicles or enclosure used or intended for use as part of such Mobile Home Park.

(q) Policies: Water Policies of the District and all duly adopted amendments and additions thereto.

(r) Service Line: The pipeline extending from any Main to the meter and meter box where located on the public right-of-way near the property line.

(s) System: The water lines and facilities owned by the Maggie Valley Sanitary District.

(t) Town: Maggie Valley, North Carolina.

(u) District Manager: Manager of the Maggie Valley Sanitary District, North Carolina or his designee.

(v) District Employee: An employee of the Maggie Valley Sanitary District, North Carolina or a person, firm, corporation, or consultant under contract with the Maggie Valley Sanitary District.

### 1.13 **Hearing and Appeal**

(a) Applicability: Hearing and appeal procedures established by this section shall apply to all complaints concerning the interpretation, application or enforcement of these Policies.

1. Not Applicable: The hearing and appeal procedures established by this section shall not apply to the following complaints:

(b)(1) Complaints which arise with regard to personnel matters.

(b)(2) Any other complaint which does not concern the interpretation, application, or enforcement of these Policies.

(c) Initial Complaint:

(c)(1) Presented to District Manager: Complaints concerning the interpretation, application or enforcement of these Policies or procedures must be presented in writing to the District Manager.

(c)(2) Informal Resolution: Upon receipt of a complaint, the District Manager, after a full and complete review of the allegations contained in the complaint, shall take such action as may be warranted and shall notify the complainant of the action taken within thirty (30) days after receipt of the complaint. The District Manager shall also notify the complainant of his right to appeal and the procedure for appeal. A copy of the District Manager’s response shall be delivered to the District Board.

1.14 **Application for Hearing**

In the event the decision of the District Manager is deemed unsatisfactory by a complainant, a written request for a formal hearing may be submitted to the District Board. Such request shall be submitted within thirty (30) days of the postmark of the decision of the District Manager.

1.15 **Hearing**

Within thirty (30) days after receipt of the requests by the District Board, the Board shall conduct a hearing. At the hearing, the complainant and the District Manager shall be permitted to appear in person. The complainant may be represented by any person of his choice or by legal counsel. The complainant or his representative and the District Manager shall have the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the complaint. The District Board may receive and consider any evidence which has value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The hearing shall be electronically recorded and preserved in the event of any legal appeal.

* 1. **Weight of Evidence**

The District Board shall determine whether reasonable grounds exist to support the interpretation, application or enforcement of the Policies which are complained of and, if such grounds exist, whether said interpretation, application or enforcement should be undertaken in the particular case, with due consideration for such extenuating circumstances as may exist. The District Board’s decision shall be based upon evidence given at the hearing. The burden of showing that reasonable grounds exist to support the action shall be upon the District Manager. The burden of showing sufficient extenuating circumstances shall be upon the complainant.

* 1. **Order**

Subsequent to the hearing, the District Board shall make written findings and an order disposing of the matter and shall provide the complainant with a copy of such decision by certified mail within thirty (30) days after the date of the decision.

**SECTION 2 AVAILABILITY OF SERVICE**

2.1 **Customer Service**

(a) Application: Application for service shall be made by the owner of record of the Licensed Premises on the forms prescribed by the District Manager. Application shall be made in the name of and signed by the owner of record of the Licensed Premises, hereafter referred to as the customer.

(b) Denial of Service for Non-Payment of Prior Accounts: The District Manager may reject an application for service if there is an outstanding amount due by the Customer to the District for service.

(c) Service Charges – Rental Deposits: A service charge shall be paid by all Customers to cover the costs of setting up the account and turning on the water, such charge to be paid to the District before the service is provided. In addition to the service charge, each Rental Customer shall pay to the District a deposit in accordance with the schedule of rates, fees and charges. Deposits will be refunded after one year of service with no delinquent bills.

(d) Rates:

(d)(1) Establishment of Rates: The District Board shall periodically establish rate schedules.

(d)(2) Minimum Monthly Charge: The Customer of each and every Licensed Premises connected to the System(s) shall be charged at least the minimum monthly charge as is set forth in the Rates, Fee and Charges Schedule, whether or not the service shall have been used. ***The Customer shall be charged this minimum monthly fee, regardless of usage, in order to preserve the Maggie Valley Sanitary District’s constant readiness to serve.***

(e) Meter Reading and Determination of Charges:

(e)(1) Monthly: Ordinarily, meters will be read monthly and bills rendered once per month, unless otherwise determined by the District Board. When meters are inaccessible due to any condition (rain, snow, ice, natural disaster or negligence on said property by said property owner), meter reading will be estimated, based on previous readings.

(f) Two Meters on Single Premise: When two or more meters are installed in the same premises for different Customers, the District shall clearly identify which meter serves which Customer.

(g) If a hardship variance has been granted or if an existing service has been grandfathered into the system, there will only be one meter.

(i) Bills:

(i)(1) Due Date: Payment is due within thirty (30) days of the date of billing and becomes delinquent thereafter.

(i)(2) Suit: If it becomes necessary for the District Board to institute suit to recover delinquent accounts, the Customer shall pay the District Board’s reasonable attorney’s fees.

(i)(3) Service Termination Notice: If an account becomes delinquent, the Customer will be contacted by an employee of the Sanitary District. The District’s termination policy can be found on the back of the bill.

(i)(4) Payment Responsibility: Billing will begin one month after meter has been installed unless customer requests a specific date meter needs to be activated. Meter will remain locked until agreed date. Bills for service will normally be sent to the address of the Licensed Premises and directed to the Customer unless the District receives a request that billing be sent to an address other than the Licensed Premises. Mailing of a bill for service to an address other than the Licensed Premises shall in no way affect the power of the District Manager or the District Board to enforce payment of charges by discontinuing service to the Licensed Premises. For those premises against which bankruptcy or other legal actions are pending or filed, the District Board will abide by the law and orders of the court.

(i)(5) Place of Payment: District Employees are not authorized to accept payment for service at the Licensed Premises or in any manner other than in the usual course of business at the Maggie Valley Sanitary District, 45 Water Plant Road Maggie Valley, North Carolina or Post Office Box 1029, Maggie Valley, North Carolina 28751.

(j) Termination or Interruption of Service:

(j)(1) Grounds for Termination: The District Manager may terminate service for any of the following reasons:

* + - * All bills with a three month balance are subject to interruption of service. Before service can be restored, the bill shall be paid in full in addition to a $25.00 service charge. Water will not be turned back on until or after 3:00p.m.that business day. If water is turned off after 3:00 p.m. it will not be restored until the following business day.
      * Prevention of fraud, damage, destruction or abuse of the System by a Customer; or
      * Failure of the Customer to comply with any of the provisions of these Policies and/or procedures.

(j)(2) Termination Notice for Non-Payment: The District shall notify the Customer of the amount owed and stipulate that:

* + - * Customer’s account is delinquent and is subject to a penalty charge of 10% per month on the unpaid balance;
      * If the Customer made a payment by a check which was returned to the District unpaid for any reason, the Customer is subject to a service charge as is set forth in the Rates, Fees and Charges Schedule;
      * The Customer is entitled to a Termination Hearing prior to the service termination date by a designated District Employee at a specified address or telephone number during stated business hours if there is any dispute over the account.
      * Unless the account is paid in full or otherwise resolved by a specified date (service termination date), the District Manager may terminate service without further notice.
      * In any case in which service has been terminated for non-payment of a delinquent account or charges, or non-compliance with these Policies, except for an emergency not caused by negligence of the Customer, service from the System shall not be reinstated until the delinquent account or charges have been paid, or satisfactory arrangements for payment have been made or the emergency or non-compliance is removed or rectified. The Customer shall also pay a service charge as is set forth in the Rates, Fees and Charges Schedule prior to reinstating the account.

(j)(3) Notice of Other Termination: If the District proposes to terminate service for any reason **other than non-payment** or interruption as set forth herein above, or Emergency Termination as set forth herein below, the District shall first mail by certified mail, return receipt requested, to the Customer a notice informing the Customer:

* + - * That the District proposes to terminate service without further notice on a specified date, which date shall not be earlier than the tenth day after the post mark on the notice;
      * What the reasons for the proposed termination are, and what, if anything, the Customer may or must do to avoid termination of service;
      * That the Customer is entitled to be heard by a designated District Employee (at any time prior to termination of service) at a specified address or telephone number during stated business hours if there is any questions about the accuracy or legitimacy of the reasons stated for the proposed termination.

(j)(4) Emergency Termination: Where an emergency situation is discovered at the Licensed Premises, or where fraudulent use of service is detected (such as the use of a straight-line connection), or where a dangerous condition is found to exist, the District Manager may terminate service without any notice to the Customer. Provided, however, that as soon after termination as is possible, the District Manager shall send the Customer a letter by First Class Mail stating his reason for Emergency Termination. Litigation may follow.

(j)(5) Termination Hearing: The hearing may be held or, at the request of the Customer, the Customer may meet in person with the specified District Employee at the office of the employee. The hearing shall be conducted informally. The Customer shall be given every reasonable opportunity to bring to the attention of the designated employee information that bears upon the reasons for the proposed termination.

(j)(6) Stay of Termination Pending Hearing Outcome: Except for Emergency Termination described herein above, so long as the hearing is requested and held before the service termination date indicated in the notice, the District Manager shall postpone the proposed termination date until three days after the employee’s written decision is served on the Customer. As soon as reasonably possible after the hearing, the employee conducting the hearing shall inform the Customer in writing of his decision and the reasons therefore. If the proposed termination relates to an unpaid account, the writing shall also inform the Customer that unless the account is paid in full within three days after the notice is served, or unless appropriate arrangements for payment are made, the service will be terminated. This decision may be served upon the Customer personally or mailed by certified mail, return receipt requested. If the Customer fails to make a timely request for a hearing or, following the hearing fails to comply with the decision of the District Manager within the time specified herein, the District Manager shall terminate service without further notice.

(j)(7) Procedure for Service Termination: Service termination shall be effected only by authorized agents of the District, by any one of the following methods:

* + - * Turn off at meter location;
      * Removal of meter; or
      * Disconnection of service at Main.

(j)(8) Service Reinstatement: 1. A minimum monthly charge will continue unless the customer calls to discontinue service. If the meter is pulled at any time a $200.00 reconnect will be charged to restore service for water customers and a $400.00 reconnect will be charged to restore service for water and sewer customers. If you live in the Smoky Mountain Retreat area there is a $500.00 reconnect fee to restore service. We do not offer seasonal rates.

Before service will be reinstated, the Customer shall be required to make full payment of any charges still outstanding of his/her account or otherwise make satisfactory arrangements for payment, and a service charge as is set forth in the Rates, Fees and Charges Schedule shall be made for service reinstatement.

When water service is cut off for delinquency, it shall be unlawful for any person other than a duly authorized employee of the District to do any act that results in a resumption of water service (G.S. 160A-314).

(j)(9) Denial of Reinstatement: If a Customer has repeatedly engaged in fraudulent misuse or abuse of the System, the District Manager may deny service reinstatement under such terms or for such period of time as the District Manager deems appropriate.

(j)(10) Termination at Customer’s Request: A Customer may request that service be discontinued (for a change in occupancy or other reason) which request shall be made at least two (2) days before the Customer desires a termination to become effective. The Customer shall be responsible for all services used for the prorated service up to the time service is terminated.

(k) Collection: Except with respect to a fire line Connection account, the District Manager may enforce the payment of an account by discontinuing service to the Licensed Premises without regard to the ownership or occupancy of said Licensed Premises. Payment in advance, or deposit in lieu thereof, may be required by the District Manager to whatever extent he finds such practice conducive to prompt payment of amounts due on account for service. Regardless of whether service has been terminated, if an account remains unpaid for thirty (30) days from the date of the first billing, the District Manager may institute appropriate legal proceedings to collect the arrearage unless satisfactory arrangements for payment are made. The District Manager shall report any and all legal proceedings so instituted to the District Board at the next regularly scheduled meeting.

2.2 **Emergency Use Restrictions**

(a) Special Emergency Resolution: If conditions so limit the System that unrestricted use may endanger the adequacy of the System, the District Board, exercising its discretion in the protection of the public health, safety and welfare, 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 conserve and protect the System.

Emergency use regulations and restrictions shall remain in force and effect until the District Board determines that the conditions requiring their imposition no longer exist.

**SECTION 3 SPECIFIC POLICIES AND PROCEDURES RELATING TO WATER SERVICE**

### 3.1 **Connection with Fire Hydrants**

(a) Policy: It is the policy of the District Board to deny permission to use water from district-owned fire hydrants to anyone except authorized agents of applicable Fire Departments and the governmental departments. However, the District Manager may grant permission for the use of water from district-owned fire hydrants when he is satisfied that there is not another high volume water source readily available to the Applicant and the projected volume of water that would be used would not adversely affect the supply of water to existing Customers.

(b) Application: In order to receive a permit to use water from a district-owned fire hydrant, the Applicant must:

(b)(1) Make written application for such permit. The application is to be made on forms supplied by the District Manager and state in the application the location of the hydrant(s) to be used; and,

(b)(2) State the length of time the public fire hydrant will be used and the holding capacity of the tank truck or truck to be used, if applicable.

1. Service Fees: The Applicant shall make payment in advance for the fire hydrant use permit for water which is expected to be withdrawn from each hydrant at the charge set forth in the Rates, Fees and Charges Schedule.
2. Connection by District: The District will dispatch an employee to each public hydrant proposed for connection to attach a 2” meter to the fire hydrant. Only an employee or agent of the District or authorized employees or agents of the Fire Department may attach this connection to the fire hydrant. A District Employee or agent will also remove said connection from the fire hydrant each afternoon in order to prevent unauthorized persons from discharging water from the hydrant and to enable employees of the District to report each public fire hydrant available for service for fire protection purposes to the appropriate Fire Department.
3. Overtime Usage: Should the Applicant wish to have the usage period increased from 8:30 a.m. to 4:00 p.m. from Monday through Friday to a longer period of time, or to have the use of any fire hydrant on holidays or weekends, an additional payment for overtime usage shall be made by the Applicant to help cover the expenses incurred by the District, as is set forth in the Rates, Fees and Charges Schedule.
4. Rates: In addition to the fees set forth above, the Applicant shall be billed by the District for the actual consumption of water based on the water rates as set forth in the Rates, Fees and Charges Schedule.
5. Continual Use Permit: When an Applicant can clearly show that his/her requirements demand that s/he be permitted to withdraw water from various hydrants on a continuing basis for more than one (1) day, s/he may apply for a special permit to do so from the District Manager.
6. Connection by Fire Department: Except in emergency fire situations, no Fire Department may withdraw water from the public fire hydrants, for testing of equipment, training of members, filling of fire trucks or other purpose related to fire protection without giving the District Manager twenty-four (24) hours notice. For non-emergency situations, the Fire Departments may only withdraw water between 8:00 a.m. and 5:00 p.m. No Fire Department may withdraw water from a hydrant for private use unrelated to fire protection such as filling a swimming pool, unless the owner of the swimming pool obtains a permit for water from a hydrant in accordance with these Policies and the Fire Department complies with these Policies.

(i) Use of Fire Hydrants for Flow Tests: All tests to determine flow from fire hydrants or industrial sprinkler systems shall be conducted under the direct supervision of the district manager after a permit to do so has been first obtained and payment of the permit fee has been paid to the District.

(j) Penalty: Failure to comply with this Section or the unauthorized use of water from a fire hydrant shall result in the immediate termination of service from the fire hydrant, as well as other penalties, civil or criminal, provided by law.

3.2 **Maggie Valley Sanitary District Standard Requirements**

These requirements are general in nature and are intended as a guide. They are not intended to be used as detailed specifications.

(a) Mains: Mains less than 6” will be allowed only when the last service Connection can be made within 400 feet of a 6” Main.

(b) Depth: The minimum cover for all Mains shall be 36”. The maximum depth for a meter in a meter box shall be 30”.

1. Pumps and Storage Tanks: The District Board may require, as a condition for approval of an Extension, that the Applicant install, at his own expense, pumps, storage tanks and/or other water facilities, together with assurance satisfactory to the District Board that said water facilities shall be maintained by the Applicant, until such time, if ever, as said water facilities are conveyed to the District in accordance with these Policies, unless otherwise agreed to by the District Board. If the pump and/or tank are being built to provide service to multiple units, at least 50% of these services must be active before the system can be conveyed to the District.
2. Looping: The District Board may require, as a condition for approval of an Extension, that a Main be “looped”, i.e., connected to more than one Main. The responsibility for the cost of said looping shall be borne by the Applicant.
3. In-Line Valve Spacing: Maximum in-line valve spacing shall not exceed 1,000 lineal feet, unless otherwise approved.
4. Tee Valves: A minimum of two (2) valves shall be provided at each tee.

# (g) Cross Valves: A minimum of three (3) valves shall be provided at each cross.

(h) State Requirements: All lines shall meet State requirements with respect to size, area served and loops.

1. Sewer Line Crossings: All crossings with sewer lines shall meet State requirements of separation and materials.
2. Separation of Lines: All utilities (existing and proposed) shall be separated by ten (10) feet from the proposed Extension or five feet within existing public rights-of-way where existing utilities are located.

(k) Fire Hydrants: Fire hydrants, flushing hydrants or blow-offs shall be provided at all dead-end mains and low points of the proposed water system extension.

(l) Air Release Valves: Air release valves shall be provided at all high points of the proposed water system extension.

1. Reinforcements: All tees, bends, plugs and fire hydrants shall be provided with thrust blocks, tie rods, restrained joint pipe or a combination thereof.
2. Pressure Requirements: The designed system shall provide at least 40 psi at all points in the proposed Extension.
3. Allowable Pipe Material: Ductile Iron Class 50 - (6” and larger)

* Polyvinyl Chloride (SDR-13.5) (3” and smaller)
  1. **Meters**

(a) Requirement: No water shall be supplied by the District to any Customer except through a water meter of a style, pattern and quality approved by the District Manager. The customer shall furnish and maintain a private cut-off valve on the customer side of the meter. The District will provide a valve on the District side of said meter.

(b) Connection: The meter shall determine the quantity of water for which the Customer will be charged. Where premises are left unoccupied, with the water not turned off by the District Manager, no rebate will be allowed for water registered by the meter that shall have leaked. The minimum monthly meter charge will be commenced when the meter is set in place and connected with the Water System. Except as otherwise provided for herein, each Customer shall be charged the minimum monthly meter charge or the cost of all water passing through the meter, whichever is greater, whether the water shall have been used or wasted, or the premises occupied.

(b)(1): If it is necessary during meter installation to cut pavement or bore under the road to provide service, it will be the customer’s responsibility to bear the cost of same.

(b)(2): The District does not assume the responsibility of inspecting the consumer’s piping or apparatus and will not be responsible therefore.

(b)(3): The District reserves the right to refuse service unless the customer’s lines or piping are installed in such a manner as to prevent cross connections or backflows.

(b)(4): The consumer shall guarantee proper protection for the District’s property placed on the consumer’s premises and shall permit access to it only by authorized representatives of the District.

(c) Governmental Services: Water service at all facilities shall be metered and direct activities operated as general governmental services of the Maggie Valley Sanitary District shall receive reasonable amounts of water free of charge. By way of example and not by way of limitation, direct activities operated by the District as general governmental services shall include water fountains, government buildings, street flushers, etc.

(d) Inspection of Meters: Duly authorized agents of the District shall have access at all reasonable hours to the Licensed Premises for the purpose of installing or removing meters, inspecting piping, reading or testing meters or for any purpose in connection with the water service or facilities.

Application for and acceptance of water service shall constitute consent by the Customer to permit access not only to the Licensed Premises but also to the meter and box itself for these purposes. Failure to provide reasonable and non-hazardous access to the meter shall result in termination of water service.

1. Meter Tests:

(e)(1) Routine Tests: The District may, at its own expense, make routine tests and inspections of meters whenever the District Manager considers such tests desirable.

(e)(2) Accuracy: In testing meters, the water passing through a meter will be measured at various rates of discharge and under varying pressures. To be considered accurate, the meter registration shall check with the measured amount of water within the percentage shown in the following tables:

Meter Size Percentage

## Less than 3” 2%

3” 3%

4” 4%

6” 6%

8”, 10”, 12” 10%

1. Requested Testing: When a customer feels that his/her billings are consistently high, s/he may file a request with the District to have the meter tested. The District Manager shall make every effort to arrange the test at a time when the customer can be present during the testing.

If the results of the test show that the meter is faulty and indicated more water than the customer actually receives (meter is fast), the meter shall be replaced and no charge shall be made for the testing.

If the results of the test show the meter is correct or that the meter is faulty and indicates less water than the customer actually receives (meter is slow), the meter shall be reinstalled or replaced and the customer shall be billed the costs of the testing.

1. Ownership, Repairs and Maintenance of Meters:

(g)(1) District-owned: The title and ownership of all water meters is retained by the District.

(g)(2) Location: All meters must be located so as to allow free and non-hazardous access at reasonable times for reading, removal, inspection and replacement by the District so that the entire supply of water will at all times be accurately measured. The customer is responsible for keeping the meter location accessible at all times. This includes trees, shrubs, fences and anything that could obstruct the meter location. The District Manager reserves the right to designate the location, size and number of meters and Service Lines at the Licensed Premises.

(g)(3) Rights Reserved by the District: The District reserves the right to remove, replace, test, adjust, seal and otherwise exercise control over any meter for causes deemed justifiable by the District Manager.

(h) Bypasses: In order to effect repairs or conduct tests, bypasses may be installed by the Sanitary District around meters 1 inch and larger. Such bypasses shall remain closed at all times except during actual repairs and testing under the direct supervision of the Sanitary District. No Customer shall have a bypass around any meter without written permission from the District Manager. Discovery by the District of a bypass at a Licensed or Unlicensed Premise without approval is grounds for immediate Termination without notice to the Customer.

(i) Repairs: In order to provide for accurate measurement of water, the District maintains in good repair all meters which are read for billing purposes. Meters one inch or smaller in need of maintenance or testing will be removed by the District and replaced with a properly maintained and tested meter of corresponding size and type. Meters larger than 1 inch in need of maintenance shall be repaired at the site, if possible.

(j) Extraordinary Damage: The Customer shall be financially responsible for any damage to, or loss of, the meter at his Licensed Premises caused by vandalism, malicious mischief, theft, hot water, tampering, or casualty other than ordinary wear and tear. When a meter or meter vault shall have been damaged as a result of any such causes, the Customer shall bear the entire expense of removing, repairing, resetting and replacing the meter. When a property owner is left with a water meter on his hands due to a fire, a house being torn down or such similar causes, such meter shall be reinstalled for the property owner free of cost should he rebuild.

(k) Interference: All meters shall be installed, tested, repaired and removed only by District Employees. No one shall do anything which will in any way interfere with or prevent the proper registration of a meter.

(l) Termination: Any unauthorized use of a meter or bypass may result in the termination of service and/or removal of the meter, as well as all other penalties, civil or criminal, provided by law.

(m) Relocation of Meters and Taps Prohibited: All meters and taps shall remain on the property or lot upon which they are originally installed. No meter or tap shall be relocated from one lot to another.

In the case where property which is served by a meter or tap is subdivided into several smaller lots, the property owner, at the time of subdivision, must give easements for existing services.

No provision of this section shall prevent the Sanitary District from relocating any meter or tap as required by any highway construction or similarly related cause.

(n) Individual and Master Meters:

(n)(1) Individual Meters: The minimum charge shall begin the day a water meter has been installed, whether or not in use. Water furnished for a given lot shall be used on that lot only. Each customer’s service must be metered separately 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 or to be installed in the future. Variations from this Policy shall be by written permission from the District Manager.

(n)(2) Master Meters: It shall be decided on a case by case basis as to whether a request for water service because of a pre-existing construction hardship will be provided through an individual meter or through a master meter. Such decision will be rendered by the District Manager for meters 2” or smaller or by the District Board for meters larger than 2”.

(n)(3) Conversion from Master Meter: With respect to any Licensed Premises served by a single or master meter where the Customer desires to put an individual meter at each different building (if the Licensed Premises contains more than one building) or where the Customer desires to put more than one meter at the Licensed Premises, or in any instance where the Customer requests that the meter be relocated closer to the Licensed Premises, the District Manager shall not authorize the relocation of the meter unless the Customer, at his own expense, brings the piping between the present location of the meter to the requested location of the meter up to the requirements of the Maggie Valley Sanitary District Standard Specifications and provides the District with a right-of-way for future maintenance of said piping.

(o) Change in Meter Size:

(o)(1) Application: Any Customer desiring to have the existing meter replaced by a meter of a different size may do so by making written application to the District Manager. Customer will be responsible for any costs associated with said change. In the event application is received for the installation of a smaller meter, and if consumption records indicate that by changing to the smaller meter that the same would be operating better as is, then such application may be denied by the District Manager.

(o)(2) Leased Premises: The application for a change in meter size may only be made by the owner of the Leased Premises.

(p) Reduction of Water Pressure or Flow: In the event of a change of meter size the District shall not be responsible for any reduction or increase in water pressure or flow.

Charge: At the time that such application for a change in meter size is approved, the applicant shall pay the fee as set forth in the Rates, Fees and Charges Schedule. The customer will be responsible for all installation charges.

* 1. **Cross-Connection Control Policy**

(a) Objective: The purpose of this section shall be to:

(a)(1) Protect the Maggie Valley Sanitary District Public Water System from the possibility of contamination by isolating within its customer’s private water system(s), contaminates or pollutants which could, under adverse conditions, backflow through uncontrolled cross-connections into the public water system.

(a)(2) Eliminate or control existing cross-connections, actual or potential, between the Customer’s potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems.

(a)(3) Provide a continuing inspection program of cross-connection control, which will systematically and effectively control all actual or potential cross-connections which may be installed in the future.

(b) Definitions:

(b)(1) Air-gap Separation: A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel. An approved air-gap separation shall be at least double the diameter of the supply line measured vertically above the top rim of the vessel with a minimum of two (2) inches.

(b)(2) Approved: An approval by the North Carolina Department of Environment, Health & Natural Resources.

(b)(3) Backflow: The flow of water or other liquids, mixtures, gases or other substances into the distribution piping of a potable supply of water from any source or sources.

(b)(4) Backflow Prevention Device: Any effective device, method or construction used to prevent backflow into a potable water system. The type of device used should be based on the degree of hazard, either existing or potential.

(b)(5) Backflow Prevention Device Tester: A person who has proven his competency to the satisfaction of the Maggie Valley Sanitary District. Each person who is certified to make competent tests or to repair, overhaul and make reports on backflow prevention devices shall be conversant with applicable laws, rules and regulations, having had at least two (2) years of experience in plumbing or pipe fitting, or have other qualifications which, in the opinion of the District, are equivalent.

(b)(6) Backsiphonage: A form of backflow due to a negative or a subatmospheric pressure within a water system.

(b)(7) Contamination: impairment of the quality of the District water system by sewage, industrial fluids or any other foreign substance to a degree which creates a hazard to the public health.

(b)(8) Cross-connection: Any unprotected connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome, and potable for human consumption.

(b)(9) Double-check, Double-gate Valve Assembly: An assembly of at least two (2) independently acting approved check valves, including tightly closing shut-off valves on each side of the check valve assembly and suitable connections for testing the water tightness of each check valve.

(b)(10) Flood Level Rim: The edge of the receptacle or vessel from which water overflows.

(b)(11) Health Agency: The North Carolina Division of Environmental Health.

(b)(12) Health Hazard: An actual or potential threat of contamination or pollution of a physical or toxic nature to the public potable water system or the consumer’s potable water system to such a degree or intensity that there would be danger to health.

(b)(13) Hospital: Any institution, place, building, or agency which maintains and operates organized facilities for one or more persons, for the diagnosis, care and treatment of human illnesses, including convalescence and care during and after pregnancy, or which maintains and operates organized facilities for any such purpose, and to which persons may be admitted for overnight stay or longer. “Hospital” includes sanitarium, nursing homes, and maternity homes.

(b)(14) Industrial Fluids: Any fluid or solution which may be chemically, biologically, otherwise contaminated or polluted in a form or concentration, such as would constitute a health, system, pollution, or plumbing hazard if introduced into an approved water system.

(b)(15) Inlet: The open end of the water supply pipe through which the water is discharged into a plumbing fixture.

(b)(16) Industrial Piping System: Any system used by the consumer for transmission of or to confine or store any fluid, solid or gaseous substance other than an approved water supply. Such a system would include all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey or store substances which are or may be polluted or contaminated.

(b)(17) Laboratory: A certified testing laboratory acceptable to the North Carolina Division of Environmental Health.

(b)(18) Plumbing Hazard: A plumbing type cross-connection in a consumer’s potable water system that has not been properly protected by a vacuum breaker, air-gap separation or other device. Unprotected plumbing type cross-connections are considered to be a health hazard. They include, but are not limited to, domestic washing machines, and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures, including homes, apartment houses, hotels, and commercial and industrial establishments.

(b)(19) Point of Delivery: See “Service Connection”.

(b)(20) Potable Water: Water from any source which has been investigated by the North Carolina Division of Environmental Health, and which has been approved for human consumption.

(b)(21) Pumping System: The water supply and distribution pipes, plumbing fixtures and traps; soil, waste and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances within the property of the premises, and water treating or water using equipment.

(b)(22)Pollution: An impairment of the quality of the water to a degree which does not create an actual hazard to the public health, but which does adversely and unreasonably affect such water for domestic use.

(b)(23) Reduced Pressure Principle Backflow Prevention Device: A device containing within its structure a minimum of two (2) independently acting, approved check valves, together with an automatically operating pressure differential relief valve. This valve is located between the two (2) check valves. The first check valve reduces the supply pressure a predetermined amount, so that during normal flow and at cessation of normal flow the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relieve valve, by discharging to atmosphere, shall operate to maintain the pressure between the checks less than the supply pressure. The unit shall include tightly closing shut-off valves located at each end of the device and each device shall be fitted with properly located test cocks.

(b)(24) Service Connection: The terminal end of a service connection from the public water system, i.e., where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the consumer’s water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter. There should be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the consumer’s water system.

(b)(25) Vacuum Breaker: non-pressure type: A vacuum breaker which is designed so as not to be subjected to static line pressure.

(b)(26) Vacuum Breaker: pressure type: A vacuum breaker designed to operate under conditions of static line pressure.

(b)(27) Water Purveyor: The owner or the operator of the public potable water system supplying approved water to the public. As used herein the terms “water purveyor” and “department” may be used synonymously.

(b)(28) Water Supply, Approved: Any public potable water supply which has been investigated and approved by the North Carolina Division of Environmental Health. The system must be operating under a valid permit. In determining what constitutes an approved water supply, the Division of Environmental Health has reserved final judgment as to its safety and potability.

(b)(29) Water Supply, Auxiliary: Any water supply on or available to the premises other than the purveyor’s approved public potable water supply. These auxiliary waters may include water from another purveyor’s potable water supply or any natural source such as a well, spring, river, stream, etc., or “used waters” or “industrial fluids”. They may be polluted or contaminated, or objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

(b)(30) Water Supply, Unapproved: A water supply which has not been approved for human consumption by the North Carolina Division of Environmental Health.

(b)(31) Water System(s), Consumer’s: Any water system located on the consumer’s premises, whether supplied by a public potable water system or an auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system.

(b)(32) Water System, Potable: Any publicly or privately owned water system operated as a public utility, under a valid health permit, to supply water for domestic purposes. This system will include all sources, facilities, and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, treat or store potable water for public consumption use.

(b)(33) Water Used: Any water supplied by a water purveyor from a public potable water system to a consumer’s water system after it has passed through the point of delivery and is no longer under the control of the water purveyor.

(c) Responsibility - Cross-Connection Control: Under the law, rules and regulations for water works systems in the State of North Carolina, (Section of Statutory Authority G.S. 130-158 through 130-159, effective February 1, 1976, relating to cross-connections) the District has the primary responsibility to prevent water from unapproved sources entering either the potable water system within the water customers premises or the public water supply directly.

(d) Customer’s Responsibility: The Customer’s responsibility starts at the point of delivery from the public potable water system, and includes all of his water systems. The Customer, at his own expense, shall install, operate, test and maintain approved backflow prevention devices, as directed by the District Manager.

The District Manager shall have primary jurisdiction in enforcing this section. The Customer shall maintain accurate records of test and repairs made to backflow prevention devices. In the event of accidental pollution or contamination within the Customer’s premises, the Customer shall promptly take steps to confine further spread of the pollution or contamination within the Customer’s premises, and shall immediately notify the District Manager of the hazardous condition.

(e) Policy: The water purveyor will provide a continuing inspection program of all industrial and commercial users of potable water, where it is probable that a pollution, health or system hazard may be created; or where materials dangerous to health or toxic substances in concentrations are handled in tanks, piping systems or other vessels on the premises; or where the water systems are unstable and cross-connections may be installed or reinstalled. The following state regulations to cross-connections will apply:

* Should the connection be between two (2) approved public water supplies, common gate or check valves may be used, provided this has the approval of both water supplies and the health agency.
* Should the connection be from an approved public water supply to a service or other water supply, which does not meet the standards of the approved water supply, and which is not cross-connected within its systems with a potentially dangerous water or liquid, any approved double check valve assembly may be used.
* Should the connection be from an approved water supply to a service or other water supply which has or may have any material in the water dangerous to health, that is or may be handled under pressure, or subject to negative pressures, protection shall be by air-gap separation. The air gap shall be located as close as practicable to the service cock or other connection and the air gap shall be entirely visible. If these conditions cannot reasonably be met, the public water supply shall be protected with an approved reduced pressure principle backflow prevention device, provided the alternative is acceptable to the water surveyor and the health agency.

(f) Frequency of Inspection: Due to changes in models or components, methods of manufacturing and additions to the plants, building, etc., water use requirements undergo continual change. As a result, new cross-connections may be installed and existing protection may be by-passed, removed, or otherwise rendered ineffective. An annual inspection of all water facilities is required.

(g) New Construction: All new construction plans and specifications shall be made available to the District for approval and to determine the degree of possible cross-connections.

(h) Existing Systems: In order to determine the degree of hazard to the public potable water system, a survey will be made of the consumer’s presently installed water system. This survey need not be a detailed inspection of the location or disposition of the water lines, but can be confined to establishing the water uses on the premises, the existence of cross-connections and the availability of auxiliary or used water supplies.

(i) Cross-connection Hazard and Protective Devices Required:

(i)(1) Fixture inlets or valved outlets with hose attachments, which may constitute a cross-connection, shall be protected by an approved, vacuum breaker installed at least six (6) inches above the highest point of usage and located on the discharge side of the last valve. Fixtures with integral vacuum breakers manufactured as a unit may be installed in accordance with their approved requirements.

(i)(2) Hospital, medical, dental, therapeutic, surgical, mortuary, school or similar places shall have all water outlets protected by approved vacuum breakers on the discharge side of the last valve.

(i)(3) All hospitals and mortuaries shall have a reduced pressure principle backflow preventer installed on all the main service connections supplying potable water to such premises.

(i)(4) All building, plants or other structures having a source of unapproved water piped into such buildings, plants or other structures with the potential of being interconnected to the public water supply, shall have a reduced pressure principle backflow preventer installed on the main supply line serving their premises.

(i)(5) All manufacturers of chemicals which are toxic may be required at the discretion of the water purveyor to install a reduced pressure principle backflow preventer.

(i)(6) All future chemical plants shall have a reduced pressure principle backflow preventer on initial construction before potable water is connected.

(i)(7) All sewage treatment plants shall have a reduced pressure principle backflow preventer installed on main potable water service lines serving such plants.

(i)(8) All fire systems shall have an approved double-check, double-gate valve assembly, one being a detector check-valve with test gages installed. All backflow preventers installed on fire systems as new or replacement assemblies after March 20, 1995 shall be reduced pressure principle backflow preventers as specified in Section 3.5.2 of this Policy.

(i)(9) All existing fire sprinkler and fire protection systems which contain anti-freeze or additives of any type, shall have a reduced pressure principle backflow preventer installed as specified in Section 3.5.2 of this Policy.

(i)(10) Industrial fluid or processed water. Potable water pipelines connected to industrial piping systems or to equipment containing liquid shall be protected by installing a reduced pressure principle backflow preventer in the interconnecting line, or separated by an air-gap separation.

(i)(11) Connection to boilers. Potable water connection to boiler feed water system which contains conditioning chemicals shall either be made through an air-gap separation at make-up tank, or a reduced pressure principle backflow preventer.

(i)(12) Air conditioning cooling tower with a potable water inlet shall have an air-gap separation of twice the inside diameter of the inlet line or a minimum of two (2) inches above the flood level rim.

(i)(13) Aspirators and ejectors shall have a vacuum breaker installed on the faucet from which these devices are attached or operated.

(i)(14) Flushing floor drains shall have a vacuum breaker installed.

(i)(15) Wash-up sinks with threaded faucets shall have a vacuum breaker installed.

(i)(16) Stills shall have an air-gap separation.

(i)(17) Sterilizers shall have an air-gap separation or a vacuum breaker installed.

(i)(18) Flush valve water closets, urinals and bidets shall have a vacuumbreaker installed in accordance with the North Carolina Standard Plumbing Code.

(i)(19) Washdown hose faucet shall have a vacuum breaker installed on faucet.

(i)(20) Pipette washer shall have a vacuum breaker installed or an air-gap separation on faucet.

(i)(21) Bedpan washer shall have a vacuum breaker installed in accordance with the North Carolina Standard Plumbing Code.

(i)(22) Fire sprinkler drains shall have an air-gap separation to the sewer.

(i)(23) Drinking fountains shall have an air-gap separation.

(i)(24) Hydro-therapy baths shall have a vacuum breaker installed at water connection.

(i)(25) Colonic irrigators or douche attachments shall have a vacuum breaker installed.

(i)(26) Janitor’s mop or slop sink with threaded hose faucet shall be equipped with a vacuum breaker at faucet.

(i)(27) Food and Sitz bath shall have an air-gap separation or a vacuum breaker installed.

(i)(28) Bathtub with hose attachment shall have a vacuum breaker at attachment.

(i)(29) Dip tanks and vats with potable water inlet shall have an air-gap separation of twice the inside diameter of the inlet line or a minimum of two (2) inches above the flood level rim.

(i)(30) Water supply inlets in pits, tanks, trenches, tubs, vats or any other place that could become flooded with contaminated liquids shall have an air-gap separation above the flood level rim.

(i)(31) Shampoo basin in hose rinse shall have a vacuum breaker at the faucet.

(i)(32) Serrated faucets shall be equipped with a vacuum breaker at the faucet.

(i)(33) Garbage disposer with a potable water supply line connected directly to garbage disposer shall be equipped with a vacuum breaker.

(i)(34) Swimming pool fill lines shall have an air-gap separation or a vacuum breaker installed.

(i)(35) X-Ray developing tank shall have an air-gap separation or a vacuum breaker installed.

(i)(36) Potable water make-up lines to chill water loops, heating loops, purge units, condensers, converters, and condensate tanks should be equipped with a double-check valve, double-gate valve assembly with test faucets.

(i)(37) Washing machine drain lines shall have an air-gap separation to sewer.

(i)(38) Sinks and bathtub faucets shall have an air-gap separation above flood level rims.

(i)(39) Commercial car washing installations with potable makeup water lines to reclaim water pits shall have an air-gap separation. All potable water connections to fluids such as bug cleaner, tire cleaner, wax and soap solution make-up tanks shall have an air-gap separation. If it is not possible due to the design of equipment, a reduced pressure backflow preventer shall be installed on main water service connection serving the car wash.

(i)(40) Water operated presses, elevators or similar pressure producing equipment shall have a reduced pressure principle backflow preventer installed.

(i)(41) Automatic film processor with potable water lines connected directly to an automatic film processor shall be protected by an air-gap separation on a double-check, double-gate valve assembly with test clocks.

(i)(42) Dark rooms. All threaded faucets shall be protected with a vacuum breaker.

(i)(43) Lawn sprinkler shall have a vacuum breaker or an approved double-check valve assembly installed.

(i)(44) Dishwashing machines shall be equipped with a vacuum breaker on both hot and cold water supply lines in accordance with the North Carolina Standard Plumbing Code.

(i)(45) Private wells shall not be interconnected with the public water supply.

(i)(46) In all buildings or premises where security requirements or other prohibitions or restrictions make it impossible or impractical to make a complete inside cross-connection survey, the public water system shall be protected against backflow from the premises or building by a reduced pressure principle backflow preventer installed on the main service connections serving the building or premises.

(i)(47) Any device, equipment or situation not covered by this cross-connection policy where water is connected or used, which may constitute a potential health hazard will be handled at the discretion of the water purveyor or his authorized agent.

(i)(48) Under no circumstances shall rivers, ponds, or raw sewage be interconnected to the potable water system.

(j) Testing of Reduced Pressure Backflow Preventers:

(j)(1) It shall be the duty of the Customer/user at any premises where reduced pressure backflow prevention devices are installed to have thorough inspections and operational tests made at least once a year, or more often in those instances where inspections indicate a need.

(j)(2) These inspections and tests shall be at the expense of the water user and be performed by the device’s manufacturer representative or by a person approved by the North Carolina Department of Environment, Health & Natural Resources.

(j)(3) The water purveyor will notify the Customer/user when tests are required and supply the necessary test forms and instructions. These forms will be completed and returned to the water purveyor by the date indicated.

(k) Testing of Double-check Valve Assemblies:

(k)(1) It shall be the duty of the Customer/user at any premises where double-check, double-gate valves are installed to have thorough inspections and operational tests quarterly or more often in those instances where inspections indicate a need.

(k)(2) These inspections and tests shall be at the expense of the water Customer/user and be performed by the device’s manufacturer representative or by a person approved by the North Carolina Department of Environment, Health & Natural Resources.

(l) Results of Non-Compliance:

(l)(1) A customer’s health hazard surveillance report listing all cross-connections found during the inspection will be sent to the owner, or authorized agent of the owner of the building or the premises, stating what corrections should be made and setting a reasonable time for compliance. Upon failure of the owner or authorized agent of the owner of the building or the premises, stating what corrections should be made and setting a reasonable time for compliance. Upon failure of the owner or authorized agent of the owner of the building, or premises to have the defect(s) corrected by the specified time, the water purveyor may cause the water service to the building or premises to be terminated.

(l)(2) The water purveyor may cause discontinuance of water service if a reduced pressure backflow prevention device has been bypassed or failed to be tested or properly maintained as required by the policies of the District.

(l)(3) The water purveyor may cause discontinuance of water service if a reduced pressure backflow prevention device has been bypassed or failed to be tested or properly maintained as required by the policies of the District.

3.5 **Fire Protection Service**

(a) Private Fire Line:

(a)(1) General: Private protection is provided from the Water System through fire service connections intended to supply sprinklers, standpipe, water spray, foam and yard hydrant systems located on private property. Fire service connections are required to extend from the Water System directly to the private fire extinguishing system with no connections for domestic use located downstream of the detector-check valve and meter.

(a)(2) Intent: It is the intent of this policy to prohibit any and all losses of water from fire lines serving private property except for authorized testing and maintenance as provided for in Section 3.5.2 (e), of this Policy and actual fire suppression purposes. Such prohibited losses include but are not limited to leakage (whether from the underground systems, systems within buildings, valves and other appurtenances), consumption of water through the private fire line system by the opening of fire hydrants or taps within the system and any unauthorized testing of the system.

(a)(3) Detectors Required:

* All new and existing fire line connections to private property shall be equipped, at the expense of the owner, with a detector-check valve and meter assembly.
* All detector-check valves and meter assemblies installed after the 20th day of March, 1995 shall be reduced pressure type double check, double gate valve assemblies consisting of a mainline reduced pressure configured backflow assembly in parallel with a by-pass meter assembly. The by-pass meter assembly shall consist primarily of a bronze positive displacement water meter in series with a bronze reduced pressure backflow preventer and shall be equipped with shutoff valves and testcocks. The mainline gate valves are considered integral to the assembly and shall be of the resilient wedge, OS & Y type, UL/FM listed for fireline service and shall be equipped with testcocks. Assemblies must be factory assembled and tested to assure proper backflow protection and mainline/by-pass balance and cross-over performance.
* Reduced pressure detector assemblies shall meet all specifications of and shall be approved by the USC Foundation for Cross Connection Control and Hydraulic Research and the American Society of Sanitary Engineers.
* Underground vaults for reduced pressure detector assemblies shall include a four (4) inch minimum diameter free discharge drain to daylight. If drain pipe cannot be daylighted with an underground vault the reduced pressure detector and gate valve assembly shall be installed in an above ground, heated, weatherproof structure with a daylight drain.
* Prior to installation of any new or replacement detector-check valve and meter the customer (owner) shall submit specifications of the detector-check valve and detailed plans of the installation to the District for approval.

(a)(4) Charges for Fire Line Connections:

* All fire line connections shall be assessed a tap fee according to the applicable Rates, Fees, and Charges Schedule of the Water Department.
* All fire line connections of the water system for the District shall be subject to a minimum monthly charge. Minimum monthly fire line charges shall be levied by the Water Department according to the applicable Rates, Fees and Charges Schedule, based upon the square inch size of the line.
* It shall be the duty of the Water Department to have the detector-check valve meters read on the same schedule and in the same manner as all other water meters on the water system.
* If during any month the detector-check valve meter for the fire line shows a consumption of more than 100 gallons of water on the fire line the customer (owner) shall be billed, in lieu of the minimum monthly charge (as provided for in Section 3.5.2(d)(1), according to the following schedule:

|  |  |
| --- | --- |
| **Fire Line Size** | **Current Charge for Gallons** |
| 2” | 18,000 |
| 3” | 36,000 |
| 4” | 56,000 |
| 6” | 112,000 |
| 8” | 180,000 |
| 10” | 258,000 |

* If the monthly readings show consumption of water on the fire line for three (3) consecutive months, it shall be the duty of the water billing department to notify the District Manager that a violation of the provisions of this Policy may exist and furnish the District Manager with the billing records for the fire line showing consumption for three consecutive months. The District Manager shall immediately send to the customer a notice that there has been consumption of water on the customers fire line for three consecutive months and inform the customer that said consumption is in violation of this Policy. Said notice shall be sent by Registered Mail to the normal billing address of the customer.
* After receipt of the notice as provided for in Section 3.5.2(d)(4) above, the customer shall take whatever corrective measures are necessary to stop the unauthorized consumption of water on the fire line. If the detector-check valve meter indicates consumption for two (2) additional consecutive months (five consecutive months total) the District Manager shall notify the Customer that the water service to the fire line will be disconnected in 30 days. Said notice shall be sent by Registered Mail to the normal billing address of the Customer and shall indicate the date that the fire line will be disconnected.

(a)(5) Testing of and Maintenance of Fire Lines and Alarm Systems:

* Whenever it is necessary for the customer (owner) of any fire line serving private property to conduct tests of or perform maintenance on the private fire line system said customer (owner) shall notify the Water Department. Notice of the testing may be given by telephone to the District office and shall be given at least twenty-four (24) hours prior to the scheduled time of the test.
* Upon receipt of notice as provided for in this Section the Water Department shall shut off or remove the detector-check valve meter to assure that water used for testing purposes does not register as unauthorized consumption of water on the fire line. Any failure on the part of the District to shut off or remove the detector-check valve meter will not be considered as unauthorized consumption if proper notice was given in accordance with Section 3.5.2(e)(1) above.
* Any testing or maintenance conducted without giving proper notice as provided for in this Section shall be considered as unauthorized consumption of water on the fire line.

(a)(6) Testing and Maintenance of Detector-check Valves & Meters:

All new and existing detector-check valve and meter assemblies shall be tested in accordance with the provisions of Section 3.4 of this Policy and a report of all such tests shall be filed with the District Manager.

3.6 **Connection and Service Fees**

All Application, Connection and Service Fees shall be applicable as set forth in the Rates, Fees and Charges Schedule.

3.7 **Billing Adjustments**

(a) Adjustment of Water Bills: All water customers shall be charged for all water which passes through their meter as indicated by the monthly meter reading. No adjustments in water charges shall be made for any water which may be wasted due to leaks or open taps on the customer’s side of the water meter, except in cases where a special exception is warranted.

No adjustments will be made except in accordance with Maggie Valley Sanitary District’s rules and regulations.

The provisions of this section shall in no way restrict the District from correcting any water bill which is in error due to an error in metering or in billing.

(b) Meter Inaccuracy: If a meter shall have become inaccurate, water service shall be charged based estimated consumption calculated on the basis of previous consumption. The account adjustment shall apply only for the period during which it may appear such meter inaccuracy may have occurred.

(c) Adjustment by District Manager: If a water customer receives an exceptionally high water bill due to events beyond the customer’s reasonable control (such as a broken water line which is not immediately apparent), said customer may apply to the District Manager in writing, explaining the circumstances which resulted in the loss of water and request an adjustment of the high water bill.

If the District Manager determines that the high water bill is a result of water loss which was beyond the customer’s reasonable control and the customer took reasonable action to stop the loss as soon as it was discovered, the District Manager shall have the authority to adjust the bill. The adjusted bill shall be based upon the annual fee to produce 1,000 gallons of water.

Only one such adjustment shall be applied to any single account during a

twenty-four (24) month period.

3.8 **Use Restrictions**

(a) Regular Drought Procedure: When there is insufficient water supply, the District Manager may upon approval of the District Board, implement the following three (3) phase procedure based upon the Public Works Director recommendations.

Phase 1: The District Manager may implement the following procedures:

* Institute a special emphasis, high priority program of the repair of any new or existing leaks, and temporary work assignments may require that employees be assigned to twenty-four-hour-a-day, seven-days-a-week shift work.
* Strict supervision over the pumps and storage reservoirs will be placed into effect to ensure that the reservoirs do not overflow.
* Implement a public relations media campaign to advise the public of the conditions and the need to conserve water and advise all individuals responsible for public facility buildings to implement water conservation measures.

Phase 2: In addition to the above, the District Board may implement the following:

* No person, firm or corporation shall use or permit the use of water from the Water System for any of the following purposes until such time as the District Board announces that the Phase 2 emergency has ended:
  + To water or sprinkle any golf courses, lawns, shrubs, gardens, yards, to flush streets or sidewalks, or to use water for any similar purposes.
  + To use water for swimming pools;
  + To use water for fountains, decorative pools or ponds;
  + To fill contractor’s water tanks from fire hydrants and/or to draw water for fire flow tests; and
  + To draw water from the Water System other than for domestic, commercial, industrial purposes and fire protection.

Phase 3: In addition to Phase 1 and 2, the following may be implemented by District Board:

* + - Employ additional measures of mandatory conservation clouds, or whatever is necessary to protect the health and safety of the Customers of the Water System.

(b) Violation: Any violation of the District Board’s emergency water use restriction policy may result in the termination of service, as well as other penalties, civil or criminal, provided by law.

3.9 **Interruption of Service**

(a) General: The District will make reasonable efforts to avoid interruptions of service but does not guarantee the Customer any fixed pressure or continuous service. When service interruptions occur, service will be reestablished within the shortest time practicable. The District shall not be liable for any loss or damages of any kind whatsoever for any interruption of service.

The District reserves the right to stop and restrict the supply of water whenever it may be found necessary and the District shall not be liable under any circumstances for a deficiency or failure in the supply of water, whether occasioned by shutting off water to make repairs or connections or for any cause whatsoever.

Planned interruption, where practical, will be made at times that will not cause unreasonable inconvenience to Customers and reasonable efforts will be made to give prior notice to those Customers who will be affected. Failure to notify a Customer of such interruption, however, shall not be grounds for damages.

(b) Pressure Fluctuations: A pressure reducing valve shall be required in all homes, apartments and business buildings to provide protection against variations in pressure. The District shall not be liable for any damages to a Customer’s plumbing or property caused by high pressure, by low pressure, or by fluctuation in pressure in the District’s water mains. The piping and connections beyond the meter shall be kept in good repair and maintained by the Customer.

**SECTION 4 MAINTENANCE, OPERATIONS AND CONTRACTS**

4.1 **Maintenance of Service Connection**

The District shall be responsible for the maintenance and upkeep of the Water

System up to and including the service line and the meter within the public right-of-way unless otherwise approved in writing by the District Manager. The piping and connections beyond the meter shall be kept in good repair and

maintained by the Customer/user.

4.2 **Termination**

The District Board shall have the right to discontinue service to any Licensed Premises wherein the Customer/user does not maintain the piping and connections in good repair.

4.3 **Governmental Service**

System services at all District facilities shall be metered. By way of example and not by way of limitation, these shall include water fountains, Town Hall, street flushers, etc.

4.4 **Claims**

(a) Claims Covered by an Insurance Policy: Any and all claims against the District for injuries or damages in any way related to the Systems and/or their operation, which claims are covered by the District’s policies of insurance, shall be referred to the District Attorney for handling.

(b) Non-insurance Claims: Any and all claims against District which are not covered by insurance shall be immediately referred to the District Attorney for handling.

(c) Report of Claims: The District Manager shall maintain a file containing the name of each claimant, the amount of the claim and a summary of the basis of the claims, for all claims related to the System whether covered by insurance or not. The District Manager shall inform the District Board of the disposition of each such claim in a formal report to the District Board.

4.5 **Contracts**

(a) Execution: Subject to the rules and regulations of the District Board, the District Manager has the right in the name of the District to acquire, lease as lessor or lessee, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain and operate the System or any part thereof within the District’s area of responsibility and make and enter into contracts, leases and agreements necessary or incidental thereto.

(b) Authorized Capital Projects: It the District Board has previously approved and budgeted a specific capital project relating to the construction, improvement, extension, repair, maintenance or operation of the System, the District Manager may make and enter into any contracts and/or agreements in the name of the District necessary or incidental to said authorized capital budget project without prior approval of the District Board if the cost of the contract does not exceed $50,000.00. All contracts in excess of $50,000.00 must be approved by the District Board, acting in formal session, prior to execution.

(c) Maintenance Projects: The District Manager may make and enter into contracts and/or agreements in the name of the District necessary for the improvement, repair, maintenance or operation of the Systems, even though any such improvement project had not been previously approved of and/or budgeted by the District, if the estimated cost of the project or the actual cost of the contract does not exceed $20,000.00.

(d) Contractor Utility License: Any project that exceeds a construction cost of $5,001 or more shall be constructed by a licensed utility contractor.

(e) Contracts Executed by the District Manager: Any and all contracts executed by the District Manager shall be maintained in files of the District and shall include a signed Owner’s Agreement to be produced upon request of the District Board and shall be reported to the District Board in a monthly report.

1. Emergency Repairs: The District Manager is authorized to sign any and all contracts and/or agreements which, in his discretion, are necessary to abate or repair an emergency situation arising out of the use, operation, maintenance, construction or repair of the Systems, if such emergency situation is believed by the District Manager to adversely affect the health or welfare of the public. The District Manager shall use every diligent effort to notify the Chairman of the District Board as soon as possible before or after any such emergency contract is executed and shall report it to the District Board at its next regularly scheduled meeting.

4.6 **Forms**

(Attached)

###### SECTION 5 - SEVERABILITY

If any provision, paragraph, word, section or article of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and chapters shall not be affected and shall continue in full force and effect.

SECTION 6 - CONFLICT

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

### **SECTION 7 EXTENSION POLICY**

The Water and Sewer Services Extension Policy originally adopted by the Maggie Valley Sanitary District on \_April 20, 2009\_, and any additions or subsequent revisions to the policy shall be incorporated by reference into the Water Use Ordinance.

SECTION 8 - EFFECTIVE DATE

This ordinance shall be in full force and effect on the \_\_19\_\_\_ day of \_April\_,2015

PASSED this \_\_19\_\_ day of \_\_April\_\_, 2015.

APPROVED this \_\_19\_\_\_\_day of\_April\_\_2015.

\_\_\_Jason E Moody (signature on file in District office)\_\_

Chairman, Maggie Valley Sanitary District