# **Wayne Water Districts**

Notice to Customers JULY 1, 2024

The following items are discussed in the Wayne Water Districts' (WWD) Rules & Regulations booklet on page 10 under the title Consumer's Responsibility.

Item C: The consumer shall be responsible for providing and maintaining a suitable location for placing the water meter such that the meter remains unobstructed and accessible at all times to the meter reader. The cost of removing obstructions shall be the consumer's responsibility. Example: towing a car.

No objects may be planted, installed or placed within three (3) feet of the meter box. Meter boxes are not to be surrounded nor the access blocked from the highway side. Objects may include but are not limited to any type of fencing, plants, bushes, landscaping items, concrete, asphalt, cars, lawnmowers and other equipment. In the event that a meter is obstructed, WWD will discontinue your service. Service may be reconnected with the removal of the obstruction and the payment of all costs of removal, service fees and fines.

Item D: The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter; WWD shall provide a like valve on WWD's side of the meter.

The consumer's cutoff valve must be outside of the meter box, but within 12" of the meter box in a separate enclosure. Services without a cutoff valve will be discontinued until the valve is installed and all service fees are paid.

If you have any questions or concerns, please contact our office at (919) 731-2310 for assistance.

Larry Bridges District Manager

I have read and understand the above. I also understand that it is my responsibility to read and comply with all the rules and regulations included in the Wayne Water Districts' Rules & Regulations Booklet.

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# Wayne Water Districts Water System Rules & Regulations

Wayne Water Districts consists of five separate sanitary districts:

- □ Belfast-Patetown Sanitary District (BPSD)
- □ Eastern Wayne Sanitary District (EWSD)
- □ Northwestern Wayne Sanitary District (NWWSD)
- □ Southeastern Wayne Sanitary District (SEWSD)
- □ Southwestern Wayne Sanitary District (SWWSD)

# WAYNE WATER DISTRICTS IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's Target Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <u>http://www.ascr.usda.gov/complaint\_filing\_cust.html</u> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

- 2. fax: (202) 690-7442; or
- 3. email: program.intake@usda.gov

USDA is an equal opportunity provider, employer, and lender.

Wayne Water Districts (WWD) would like to welcome you to the sanitary district. We use all of our resources to provide you with the best possible drinking water. We ask that you take the time to read these rules and regulations, thereby avoiding costly violations. Any questions should be directed to WWD's staff via office visit, mail, telephone or fax.

Our Location: 3600 Commercial Drive, Goldsboro, NC. We are located East of Team Chevrolet, just off US Hwy 70 on Commercial Drive.

> Our Mailing Address: Wayne Water Districts P.O. Box 1583 Goldsboro, NC 27533-1583

Our Telephone Numbers: Office (919) 731-2310 Fax (919) 734-5994

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#### **Service Classifications**

All services are classified under three categories; residential, commercial and agricultural users. All <sup>3</sup>/<sub>4</sub>" meters are typically classified as residential users, except when the user meets qualification as an agricultural or commercial user. WWD reserves the right to classify users as it deems appropriate and may review special cases on an individual basis.

**Residential Users:** Any property used for residential purposes, including but not limited to houses, mobile homes, manufactured homes, mobile home parks, apartments, and condominiums. For new accounts, each residential unit (either rental or owner-occupied) on a single piece of property shall be individually metered. Residential accounts serving two or three residential units on a single piece of property through a single meter will be charged in multiples (2 or 3 respectively) of the residential rate; those serving 4 or more residential units on a single piece of property through a single meter will be charged the commercial rate.

**Commercial Users:** Any non-residential, non-agricultural user served by a 1" or larger meter will be deemed a commercial user. For new accounts where a business and residence are combined, separate meters (one for the business and one for the residence) shall be required. Existing combined accounts without separate meters shall be billed at the residential rate. Any non-residential, non-agricultural user served by a <sup>3</sup>/<sub>4</sub>" meter with over 5,000 gallons estimated average monthly usage may request classification as a commercial user. WWD shall review all requests for re-classification. Requests for re-classification will not be granted if re-classification promotes increased usage contrary to conservation principles.

**Agricultural Users:** Includes, but is not limited to farms (farm houses are residential), chicken houses, hog farms and other non-residential agricultural operations. All agricultural users are required to install backflow prevention equipment (typically a reduced pressure zone backflow preventer) as specified by WWD. For new accounts where a farming operation and a residence are combined separate meters shall be required. Existing combined accounts without separate meters shall be billed at the residential rate.

#### **Application for Service**

- A. Service will be supplied only to those whose applications are approved.
- B. Users must apply (including proof of social security numbers and a picture ID) for service in person at the WWD water system office. All applicable deposits, tap-on and service fees shall be due at the time of application.
- C. WWD may reject any application for service not available under a standard rate which involves excessive service cost, or which may affect the supply of service to other customers or for other good and sufficient reasons, in which case the deposit and fees will be refunded.
- D. WWD may reject any application for service if the applicant has a delinquent account with WWD or another water system or utility company.
- E. There shall be a service fee of \$30.00 for all connections to existing meters.
- **F.** The individual in whose name the application is approved shall be responsible for payment of all bills incurred in connection with the service furnished.

#### Deposit

- A. As security for water service, all applicants shall provide a cash deposit. The amount of the cash deposit shall be based on the ratings provided by the Online Utility Exchange Green Rating: \$100.00; Yellow Rating: \$150.00 and Red Rating: \$200.00. The deposit shall not accrue interest for the applicant and will not be refunded until such time as the account is discontinued.
- B. When services are discontinued and all bills are paid, the remaining portion of the deposit will be refunded.
- C. Upon discontinuance of service for nonpayment of bills, the deposit will be applied toward settlement of the account. Any balance will be refunded to the user; however, if the deposit is not sufficient to cover the bill, WWD may proceed to collect the balance in the usual way provided by law for the collection of debts. Service will be restored following payment of a new deposit and the balance, if any, of the outstanding bills, plus applicable connection and disconnection charges.

#### Rate Schedule Effective July 1, 2024

<b>Residential</b> (monthly rates)					
Administrative Fee:			\$19.43		
First	2,000 gallons	@	\$ 6.21/1,000 gallons (\$25.64)		
Next	4,000 gallons	@	\$ 7.54/1,000 gallons		
Next	4,000 gallons	@	\$ 8.00/1,000 gallons		
Next	10,000 gallons	@	\$ 12.02/1,000 gallons		
Over	20,000 gallons	@	\$ 13.99/1,000 gallons		
	-		-		
<b>Commercial</b> (monthly rates)					
Administrative Fee:			\$34.42		
First 2,000 gallons		@	\$ 4.76/1,000 gallons (\$39.18)		
2,001 to 48,000 gallons		@	\$ 4.66/1,000 gallons		
Over	48,000 gallons	@	\$ 5.45/1,000 gallons		
Agricultural (monthly rates)					
Administrative Fee:			\$21.38		
First 2,000 gallons		@	\$ 8.80/1,000 gallons (\$30.18)		
2,001 to 48,000 gallons		@	\$ 3.62/1,000 gallons		
Over 48,000 gallons		@	\$ 5.04/1,000 gallons		

Minimum bills shall be based on usage of 2,000 gallons per month for all users. Multi-residential users served through one meter, shall be billed at WWD's regular published residential rates or \$25.64 per user, per month, whichever is greater.

#### **Tap-On Fees**

- A. Tap fees shall be in accordance with the most recently approved schedule of tap fees except in no case shall tap fees be any less than cost plus 10%.
- B. Minimum size meters shall be approved by WWD.
- C. Tap-on fees shall be non-transferable.

#### **Fire Hydrant Installation**

Fire hydrant installation must be coordinated with WWD's engineer. WWD's engineer will determine the type and size of hydrant to be installed. WWD's engineer will obtain bids for the installation. A deposit of the estimated cost plus fees is required of which the excess over actual cost plus fees if any, will be refunded.

#### **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.
- B. In resort areas, where service is furnished to a consumer 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 WWD.
- C. Water furnished for a given lot shall be used on that lot only. Each customer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether now in service or to be installed in the future.

#### WWD's Responsibility and Liability

- A. WWD shall run a service line from its distribution line to the property line (provided the distribution line runs immediately adjacent and parallel to the property to be served). The appropriate tap-on fee then in effect will be charged.
- B. WWD may install its meter at the property line, or at WWD'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, the meters shall be closely grouped and each clearly designated to which consumer it applies.
- D. WWD does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.
- E. WWD shall refuse service unless the consumer's plumbing has been <u>installed in such a manner as to</u> prevent cross-connections with private wells.
- F. WWD shall not be liable for damages of any kind resulting from water or the use of water on the consumer's premises. WWD shall not be responsible for any damage resulting from any defect in the piping, fixtures or appliances on the consumer's premises. WWD shall not be responsible for negligence of third persons or forces beyond the control of WWD resulting in any interruptions of service.
- G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.
- **H.** WWD reserves the right to require backflow prevention devices where deemed necessary for protection of the water system.

# **Consumer's Responsibility**

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to WWD lines or mains.
- B. If the consumer's piping on consumer's premises is so arranged that WWD is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. The consumer shall be responsible for providing and maintaining a suitable location for placing the water meter such that the meter remains unobstructed and accessible at all times to the meter reader. The cost of removing obstructions shall be the consumer's responsibility. Example: towing a car. No objects may be planted, installed or placed within three (3) feet of the meter box. Meter boxes are not to be surrounded nor the access blocked from the highway side. Objects may include but are not limited to any type of fencing, plants, bushes, landscaping items, concrete, asphalt, cars, lawnmowers and other equipment. In the event that a meter is obstructed, WWD will discontinue your service. Service may be reconnected with the removal of the obstruction and the payment of all costs of removal, service fees and fines.
- D. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter; WWD shall provide a like valve on WWD's side of the meter. The consumer's cutoff valve must be outside of the meter box, but within 12" of the meter box in a separate enclosure. Services without a cutoff valve will be discontinued until the valve is installed and all service fees are paid.
- E. 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 WWD's rules and regulations and in full compliance with the sanitary regulations of the Division of Environmental Health and North Carolina Plumbing Code.
- F. The consumer shall guarantee proper protection for WWD's property placed on the consumer's premises and shall permit access by authorized representatives of WWD.
- G. In the event that any loss or damage to the property of WWD 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 WWD; 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 WWD and legal action taken.

**I.** Upon completion of the initial connection to the WWD water system by the consumer's plumber, the consumer shall be responsible for notification to WWD that the connection has been completed.

# Mandatory Water Conservation Measures

- A. No new services shall be installed for irrigation purposes.
- B. Master meters to serve multiple un-metered users shall not be allowed. All single family and multifamily construction shall be metered individually per family unit. All single business and multi-business construction shall be metered individually per business unit. Master meters shall be required for commercial users including multi-family projects to determine on site water losses over and above usage indicated by the sum of downstream meters where water lines are not operated and maintained by WWD.
- C. All monthly user rate fee schedules shall be based upon increasing block rates.
- D. Customer leaks shall be fixed immediately upon determination a leak exists. Failure to promptly repair a leak shall constitute grounds for service to be discontinued until satisfactory evidence is provided indicating the leak has been repaired.
- E. Sprinkler and/or overhead irrigation shall be accomplished only during the hours between 4 a.m. and 8 a.m. and no more frequently than twice per week.
- F. Irrigation shall not be accomplished during periods of rainfall or immediately following rainfall.
- G. Existing irrigation accounts may be periodically requested to review irrigation equipment and practices for potential reductions in usage. Equipment upgrades will be required in instances where substantial water use may be reduced.
- H. WWD encourages retrofit programs for residences to install low flow conservation devices to include showerheads, toilets and faucet aerators. WWD shall allow a one-time reduction of twenty-five (\$25.00) on the customer's water bill upon demonstration by the customer of replacement of all its toilets, showerheads and faucets with low-flow models. Proof of installation shall include invoices and receipts for materials. WWD shall verify installation. The \$25.00 reduction is a one-time offer applied once per property regardless the number of fixtures.
- I. WWD may periodically provide conservation information with monthly bills and/or its annual Consumers Confidence Report (CCR) to customers. WWD will monitor water pumped from its wells versus water sales to customers to insure close accountability between supply and end users. A water loss reduction program will be implemented in the event unaccounted for water exceeds 15% of the total water produced.
- J. Violations of paragraphs E and F above shall be subject to the following actions:
  - (1) First offense of non-compliance will be a letter sent to the customer.
  - (2) Second offense within a five year period will be a \$100.00 fine for each violation. (Each day constitutes a separate violation.)
  - (3) Third offense within a five year period will be a \$300.00 fine and water service discontinued.

#### Water Shortage Response Measures

- A. **Water Shortage Response Measures** may be implemented in the event of any water shortage that may affect the customers and the water supply of WWD.
- B. The three (3) water shortage response phases are as follows:
  - (1) **Voluntary Conservation Phase:** conditions indicate the potential for water supply shortages.
  - (2) **Mandatory Restriction Phase:** there are visible or measurable signs that supplies are significantly lower than the seasonal norm and are diminishing.
  - (3) **Emergency Phase:** the system is experiencing a water shortage and the supply is clearly inadequate.
- C. The following actions will be implemented in the **Voluntary Conservation Phase**:
  - (1) Issue water shortage advisory
  - (2) Set conservation goals and prepare for decreasing supply
  - (3) Request voluntary conservation for all water uses

- (4) Inform the public about the potential problem
- 1 D. The following actions will be implemented in the Mandatory Restriction Phase:
  - (1) Issue water shortage alert
  - (2) Set increased conservation goals
  - (3) Ban or restrict all Class 3 (non-essential) uses
  - (4) Request voluntary conservation for all other water uses
  - (5) Monitor compliance with the ban on use and enforce when necessary
  - (6) Increase restrictions as necessary
  - (7) Inform the public about the problem
- 2 E. The following actions will be implemented in the **Emergency Phase:** 
  - (1) Issue water shortage emergency declaration
  - (2) Set increased conservation goals
  - (3) Ban all Class 3 (non-essential) water uses
  - (4) Ban or restrict Class 2 (socially and economically important) water uses
  - (5) Request additional conservation from Class 1 (essential) users as may be possible
  - (6) Monitor all drought activities, especially compliance with the bans and enforcement
  - (7) Inform the public about the increased water shortage severity
- **3** F. The Voluntary Conservation Phase shall be implemented by WWD's Manager upon either of:
  - (1) When water levels in wells begin to drop below normal seasonal levels or when daily pumping times begin to exceed 12 hours to meet demand and maintain water system storage.
  - (2) When tank levels are below normal seasonal levels.
- 4 G. The Mandatory Restriction Phase shall be implemented by WWD's Manager upon either of:
  - (1) When water levels in wells drop markedly below normal seasonal levels or if daily pumping times consistently exceed 12 hours to meet demand and maintain water supply storage.
  - (2) When tank levels are deemed unacceptably low and potentially may result in system pressures below State standards.
- H. The **Emergency Phase** shall be implemented by WWD's Manager upon either of:
  - (1) When water levels drop to the level of the pump or if pumping cannot meet restricted water demands.
  - (2) When tank levels are not adequate to comply with State pressure standards.
- 5 I. Water Use Classes are defined as follows (A more detailed listing of the different classes may be obtained at the office of WWD):

# **Class 1: Essential Water Uses**

- Domestic Use: Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation.
- (2) Health Care Facilities
- (3) Public Use:
  - a. Firefighting, including testing and drills by the fire department if performed in the interest of public safety and if approved by WWD.
  - b. Flushing of fire hydrants as needed to ensure public health and if approved by WWD.

# **Class 2: Socially or Economically Important**

- (1) Domestic Use:
  - a. Home water use including kitchen, bathroom, and laundry use
  - b. Minimal watering of vegetable gardens
  - c. Watering of trees where necessary to preserve them
- (2) Commercial, Agricultural, Industrial and Institutional Use

# **Class 3: Non-Essential Uses of Water**

- (1) Ornamental Purposes
- (2) Outdoor Non-Commercial Watering (Public or Private)
- Violations of Water Shortage Response Measures shall be subject to the following actions:

# **Voluntary Conservation Phase**

In this phase all high water use customers will be contacted directly and advised of the voluntary conservation phase in effect.

# **Mandatory Restriction Phase**

- (1) First offense of non-compliance will be a letter sent to the customer.
- (2) Second offense will be a \$100.00 fine for each violation (A violation is each time the customer is notified of the offense).
- (3) Third offense will be a \$300.00 fine and water service disconnected.

# **Emergency Phase**

J.

- (1) First offense will be a \$500.00 fine for each violation.
- (2) Second offense water service will be disconnected.
- 6 K. Public education will be the key to success during the different phases of water shortage responses. The public will be made aware by bill inserts and public notification in local newspapers before each phase is implemented. Water conservation tips and guidelines will be available for the public at the office of WWD.

#### **Extensions of Mains and Services**

- A. Water distribution lines to serve undeveloped subdivisions and other proposed developments will be handled as follows:
  - (1) Developers, subdividers, owners and others desiring water extensions will submit a written request for approval to WWD. Preliminary plans and specifications for all extensions will be prepared by the WWD Engineer. Such plans must be approved by WWD before final plans are prepared. The WWD Engineer shall prepare all final plans and specifications. All installations must comply with such plans and must be inspected by the WWD representative during construction and upon completion. Construction of the water extension shall be by WWD or a qualified private contractor under contract with WWD.
  - (2) The developers, subdividers, owners, etc., will provide easements in such form as WWD may require for lines and appurtenances and for installation and maintenance thereof. Such easements will be provided prior to any service being furnished.
  - (3) The minimum distance for any extension of a water main shall be determined by WWD.
  - (4) The size of water mains to be installed and the other required system facilities shall be determined by WWD in accordance with the recognized standards and accepted engineering practices and design, and in accordance with applicable system plans adopted by WWD.
  - (5) Prior to the beginning of any construction of water extensions by WWD, the owner shall deposit with WWD funds in an amount equal to one hundred (100) percent of the total estimated cost of such extensions. Upon receipt of such funds a written contract shall be entered into by and between WWD and the property owner in accordance with the requirements of this article. Such contracts shall provide that in the event the funds deposited exceed the amount of the total extension cost when completed, that portion in excess of the total cost will be refunded to the owner without interest. Such contract shall also provide that if the amount deposited is less than the total cost when completed, the owner shall pay such additional amount to WWD.
  - (6) In the event WWD determines it is advisable to install larger facilities than are necessary to serve the property requesting such extension, the difference in the cost of the larger facilities over and above the cost of the facilities required to serve the property requesting such extension may be paid for by WWD and excluded from the total cost to the property owner.
  - (7) In the event that property is or has been developed or subdivided in a manner that did not include a water main installation in the access/utility easement, Wayne Water Districts will only allow

three (3) water services to be installed in said easement. In the event that more water services are desired, installation of a water main extension in the easement will be required. Said water main extension in the easement will be designed, bid and constructed through the District's consulting engineer. Payment for said extension would be the responsibility of the developer or land owner/s.

- B. Water distribution line extensions within WWD's service area located on right-of-way dedicated to the public as of June 30, 1989 will be handled in the same manner as described in Item A under "Extensions of Mains and Services" except that WWD may finance the cost of the extensions, subject to the availability of funds.
- C. Nothing in this article shall prevent WWD from extending water mains within WWD's limits on its own motion, without receipt of an application from property owners, when, in the opinion of WWD, the general public interest demands such extension of service.

#### Access to Premises

- A. Duly authorized agents of WWD shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing WWD property, inspecting piping, reading or testing meters or for any other purpose in connection with WWD's service or facilities.
- B. Each consumer shall grant or convey or shall cause to be granted or conveyed to WWD 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 WWD water facilities and lines so as to be able to furnish services to the consumer.

# **Change of Occupancy**

- A. Not less than three days notice must be given, in person or in writing, at the WWD office, to discontinue service for a change in occupancy.
- B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure whichever period is longest.

#### Billing

- A. Bills for water will be figured in accordance with WWD's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.
- B. Charges for service commence when a meter is installed and connection made, whether used or not. Sixty (60) days may be allowed for hook-up on initial installation of the water system.
- C. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers, or for the same or different services.
- D. Bills are due when rendered and become delinquent 15 days thereafter; and if not paid services will be discontinued by WWD.
- E. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from the responsibility for payment.

#### **Suspension of Service**

- A. Upon discontinuance of service for nonpayment of bills, WWD is authorized by the North Carolina General Statute, Chapter 105A-2 (6), the Setoff Debt Collection Act (the "Act") to submit bad debt to the North Carolina Department of Revenue for collection by applying the debt against any income tax refund in excess of \$50 that a defaulting customer may be entitled to receive. Additionally, as authorized by North Carolina General Statute 18C-134, if applicable, WWD will submit bad debt for setoff against certain lottery prizes to which a defaulting customer may be entitled. A collection fee of \$15.00 will be added to the obligation when it is collected by the setoff agency.
- B. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, including all connection and disconnection fees along with existing deposits being adjusted to current deposit rates, where applicable.
- C. WWD reserves the right to discontinue its service without notice for the following additional reasons:
  - (1) To prevent fraud or abuse.

- (2) Consumer's willful disregard of WWD rules.
- (3) Emergency repairs.
- (4) Insufficiency of supply due to circumstances beyond WWD's control.
- (5) Legal processes.
- (6) Direction of public authorities.
- (7) Strike, riot, fire, flood, accident or any unavoidable cause.
- (8) Violation of water conservation requirements.
- **D.** WWD may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

#### **Complaints – Adjustments**

- A. If the customer believes his bill to be in error, he shall present his claim, in person, at WWD's office 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 consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. WWD will make special meter readings at the request of the consumer for a fee of \$50.00 provided, however, that if such special reading discloses that the meter was over read, no charge will be made.
- C. Meters will be tested at the request of the consumer upon payment to WWD of the actual cost to WWD of making the test; provided however, that if the meter is found to over register beyond two (2) percent of the correct volume, no charge will be made.
- D. If the seal of a meter is broken by other than WWD's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

#### **Miscellaneous Service Location Requests**

- A. Where a landowner, developer or contractor has requested water service, WWD has installed such service and damage has occurred causing the meter, meter box or fixtures of such to be damaged or obscured, then the landowner, developer or contractor will be responsible for all damages.
- B. In the event a representative of WWD must travel to the site to attempt to locate the service there will be a \$25.00 service call fee, in addition to the cost of any necessary materials such as meter, meter box, curb-stop, etc.
- C. In the event the service cannot be located after reasonable effort by WWD and the landowner, developer or contractor desires service, a full tap-on fee must be paid for replacement service, along with any fees charged in accordance with these rules.

#### Filling Tanks or Tankers Used to Transport Water

No person or company shall fill any special use tanks which are used for transporting pesticides, fertilizers, petroleum products or other toxic chemicals or the residues thereof, from any point that is a part of or connected to the WWD system, except as otherwise provided herein. WWD requires 48 hours prior notice if a person wishes to fill a tank or tanker (used only for watering purposes) from any part of the system. The designated location for filling the tank or tanker shall be selected by WWD officials. The tank, tanker, water truck, etc. must be equipped with an over-the-rim discharge. A representative of WWD will be present at all times while water is being drawn. The person or company purchasing the water will pay for the representative of WWD's time and for the water that is drawn. WWD may decline a request for withdrawal of water from a hydrant, at any time, due to the demand of water for the customers of WWD. Violation of these rules shall result in action by WWD including, but not limited to, criminal prosecution, injunctive relief, damage and penalties, as provided by law. This policy is not applicable to fire departments.

# Abridgement or Modification of Rules

- A. No promise or agreement by any representative or any employee of WWD shall be binding upon WWD except as it shall have been agreed upon in writing, signed and accepted by an acknowledged officer of WWD.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of WWD.

#### **Adoption of Rules**

Until further order of the Boards, the rules and regulations as of the date hereof to become effective on and after January 19, 1989.

As amended through

October 27, 2004	July 1, 2010
July 1, 2005	July 1, 2011
November 1, 2005	July 1, 2012
May 1, 2006	August 15, 2012
February 1, 2008	July 1, 2013
July 1, 2009	July 1, 2015
July 1, 2016	October 1, 2020
July 1, 2021	July 1, 2022

Larry Bridges, WWD Manager

#### **Payment Methods**

WWD offers a variety of payment methods because payment on each account is vital to continued water service. Past due accounts are subject to disconnection at anytime without notice. Past due accounts that have been disconnected must be paid in full including a \$50.00 service fee prior to restoration of service.

- A. **Online:** Payments can be made online at www.waynewaterdistricts.com. There are no transaction fees to pay online. If your account has been disconnected for non-payment, you must call the office with the confirmation number to restore service. BEWARE: we are not affiliated with doxo (or any other 3<sup>rd</sup> party payment site). Doxo has made their site look as if you are on our site, so please make sure you are on Wayne Water Districts website. Third party sites will charge processing fees not charged by WWD and payments made through them are mailed to us (see also Mail payments below). Payments made through a 3<sup>rd</sup> party are made at your own risk and subject to fees and/or disconnection if not received in our office by the due date. Confirmation numbers from 3<sup>rd</sup> party sites are not accepted for restoring service disconnected for non-payment.
- B. **Phone Payments:** Payments can be made by calling (866) 697-3612. There are no transaction fees to pay by phone. If your account has been disconnected for non-payment, you must call the office with the confirmation number to restore service.
- C. **Bank Draft:** Customers may complete a bank draft request at WWD's office. The customer must complete the form, provide photo ID and a voided check at WWD's office located at 3600 Commercial Drive, Goldsboro, NC. We cannot draft from a bank card. Approximately thirty (30) days should be allowed for the draft to become effective. This payment method will be posted to accounts on the due date of the bills. To cancel a draft, you must complete a form in our office and you should allow approximately thirty (30) days for the cancelation to be become effective.
- D. **Mail:** Payments may be mailed to PO Box 1580 Goldsboro, NC 27530-1580. We do not receive mail at our physical address and we are not responsible for misdirected mail. Payments post the day it is received from the United States Postal Service. Please allow ample time for your payment to be received by the due date.
- E. **Office:** Payments can be made with cash, check or credit card in person at our office located at 3600 Commercial Drive, Monday Friday between 8:30 AM and 5 PM. There is also a drop box located in the drive-thru area.
- F. Online Bill Pay Through Your Bank (not recommended): Payments made this way are not received electronically, but are mailed to us by your bank. The funds are withdrawn from your bank account at the time your bank mails the payment, but payment must be received in our office by the due date to avoid fees and/or disconnection (see also Mail payments above).

#### **Notes of Interest**

- A. **Applying for Service:** Application for service shall be made in person at WWD's office. A photo ID and social security card must be presented along with payment of the service fee and deposit. Application for service shall be made a minimum of 24 hours before service is required.
- B. **Change of Mailing Address:** A customer's mailing address may be changed in person at WWD's office upon completion of a change of address form and presentation of a photo ID. Processing a change of address request may take two weeks during which time the customer will be held responsible for all bills whether received or not.
- C. **Disconnection of Service:** A request to disconnect water service requires completion of a disconnection form in person at WWD's office, presentation of a photo ID, and payment of the remaining account balance, if any. A disconnection request may take six (6) to eight (8) weeks to process. Once the disconnection request has been processed, any remaining deposit will be mailed to the forwarding address listed on the disconnection form. If the

customer fails to disconnect water service, the customer will be held responsible for all bills incurred including minimum charges for zero usage.

- D. Leak Adjustments: Once a leak has been repaired, an adjustment of a bill may be requested in person at WWD's office by completing a leak adjustment form and presenting a photo ID and repair receipts. The leak adjustment request will be evaluated and the customer notified of the decision. An adjustment to a bill for a leak may be granted no more than once per year. A leak adjustment may take six (6) months to process if the account does not have a usage history of six months.
- E. Non-pay Disconnections: If service has been disconnected for non-payment, the customer must pay the balance, including a \$50.00 service fee in person at WWD's office, by phone or online. If paid by phone or online, you must contact our office with the confirmation number of the payment to restore service. Service may not be restored for 24 hours. Never, under any circumstances, should a customer attempt to remove the lock from a service. If a lock is removed, the customer will be charged \$50.00 for the first lock removed and any cost for damages to the curb stop. Additional attempts to remove a lock will result in additional charges for the locks and criminal charges, including a fine of \$500.00, for meter tampering.
- G. **Insufficient Funds**: Wayne Water Districts will set and collect fees for insufficient funds as allowed by GS25-3-506 and GS6-21.3. The amount of the returned check fee charged by the district will be equal to the processing fee authorized under GS25-3-506 and the bank service fee authorized under GS6-21.3 which are in effect at the time the fees are charged. The current NSF fee is \$37.00.
- H. **Service Fee Waiver**: A service fee waiver may be requested if the customer chooses to set the account up on automatic bank draft. If the bank draft is canceled within 24 months by either the customer or WWD, the service fee will be added back to the customer's account. If the customer moves to another sanitary district within Wayne Water Districts, the bank draft must continue for the specified time period. However, if the customer moves out of Wayne Water Districts the waiver will still be honored.
- F. **Payment Plans:** If a customer needs additional time to pay a large water bill, the customer may complete a payment plan request at WWD's office, present photo ID, and pay twenty-five (25%) percent of the bill. If a payment plan is approved, the customer will be required to make payments by the due dates as specified in the plan as well as payments for regular monthly service.
- G. **Transfers of Service:** Transfer of service from one address to another is allowed only if within the same district. In the event of death, an account name may be changed to that of the surviving spouse upon completion of documentation, if any, required by WWD. An account name change due to the death of a spouse shall not be considered a transfer of service.
- H. Landowner Bad Debt: if a property is for rent or lease and the owner of said property has unpaid bills or charges for water and/or sewer service associated with said property, applications for service in another person's name will not be approved until such time as all of the owner's unpaid bills or charges for water and/or sewer service associated with said property are paid in full.