

# COUNTY OF WASHINGTON

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### **AGENDA ITEM MEMO**

**MEETING DATE:** January 6<sup>th</sup>, 2020 **MEMO Date:** January 3<sup>rd</sup>, 2020  
**SUBJECT:** Washington County Revised & Restated Waterworks Rules & Regulations Ordinance  
**DEPARTMENT:** Water/Finance  
**FROM:** Curtis S. Potter, County Manager/County Attorney (CM/CA)

**ATTACHMENTS:**

- A- WASHINGTON COUNTY WATERWORKS RULES & REGULATIONS ORDINANCE  
Revised & Restated January 6<sup>th</sup>, 2020**
- B- Redlined Working Draft Ordinance Document for revision reference/review**

**PURPOSE:** To discuss and approve a comprehensive revised and restated Waterworks Rules & Regulations Ordinance to govern the Washington County waterworks system.

**BACKGROUND:** The current Waterworks Rules & Regulations Ordinance was adopted in 2009. It was subsequently amended on multiple occasions using individual amendments attached to the original ordinance. This has the effect of creating an inefficient and confusing and sometimes conflicting patchwork of instruments and applicable policy provisions that must be reconciled by staff and customers alike in interpreting the correct policies applicable to the county water system. More recently Management, Finance, and the Water Department have all identified certain operational issues could best be resolved through modifying the existing ordinance.

**SUMMARY:** A workgroup was formed and over the past several months staff from Management, Finance, and the Water Department met to collaboratively discuss how to best proceed with the desired modifications. As part of this process, all of the previously separate amendments have been reconciled into and are now presented (except where modified) as part of the single comprehensive ordinance instrument attached to this Memo.

Also attached for your reference is a redlined working draft version of the reconciled ordinance which better reflects the majority of the suggested additions and deletions to sections of both the main ordinance and the amendments now merged within it. A short list of the more substantive modifications are as follows:

- Article II Application for Service: Refers to additional proof of legal possession being required for tenants along with proper identification.
- The Water Sales Promotion language previously adopted in Amendment II has been deleted
- Article VI A. Billing: now makes clear that payment is due by 5PM on the 15<sup>th</sup> of each month resolving confusion about the exact time for payment to be due, and also provides that reconnections for service following disconnections for failure to pay on time, will not be made on the same day, but instead will not occur until the next work day after the disconnection. Having to cut water on the same day it is cut off is extremely disruptive to staff in both the Finance and Water Departments and many jurisdictions impose a mandatory 24 hour wait period to avoid problems associated with customers who repeatedly refuse to pay until the day their water is cutoff and then demand service be restored on that same day.
- Article VII B. Leaks: Now expressly permits a customer who fixes their own leak to certify that by written statement without having to call or produce evidence of hiring a plumber to fix the leak in order to apply for an abatement.
- Article XVII Other Provisions: Provides authority to the County Manager to create consistent written supplemental rules & regulations which shall be displayed to the public at the billing department and on the county website.

**FINANCIAL IMPACT:** N/A

**RECOMMENDATION(S):** Approve and adopt the attached Washington County Waterworks Rules & Regulations Ordinance Revised & Restated January 6<sup>th</sup>, 2020 as presented.

# WASHINGTON COUNTY WATERWORKS RULES & REGULATIONS ORDINANCE

Revised & Restated January 6<sup>th</sup>, 2020

An ordinance to regulate, restrict and control, in the interest of the public's health and safety, the use of water and water mains now maintained and/or owned by or which may become the property of Washington County.

## I DEFINITIONS

Building - A structure as defined in Volume I of the North Carolina State Building Code.

Cashier - County employees authorized to calculate routine charges and accept routine payments.

Consuming Unit - A residential dwelling, institutional facility, commercial business or industrial building, office, structure, stall or other realty.

Connection - The part of the water service line which runs from the main to the property line, including all appurtenances to make the service complete and ready for use. Sometimes referred to as the "service connection".

Consumer - The person legally responsible for the payment of charges for water fees to any premises. The individual signing the Water Users Agreement requesting water service from the County.

Disconnection - Stopping the flow of water to a consumer through turning the valve on the meter setter and / or removing the meter from the meter box.

Easement - A legal right for the specific use of land owned by others.

Fee Schedule - Schedule of rates, service charges and fees for the WCWD set by the County Commissioners each year in the Annual Budget Ordinance.

Improved Street - Any street having a wearing surface of concrete, brick, stone block, asphalt or any bituminous compound.

Lateral - That portion of the water connection which does not include meter, box or meter setter.

Main - The water pipe usually laid in a street right-of-way running parallel to the property line, which distributes water: sometimes referred to as the water distribution line.

May - Allowed or permitted.

Meter setter - Device installed in meter box which allows the installation of a water meter and incorporates a shut-off valve in the line before the meter.

Owner - Person(s) having legal title to any premises or realty served by the Washington County Water Department.

Person - An individual, firm, association, partnership or corporation.

Premises - Land, building, or other structures and appurtenances thereto.

Reconnection - Restarting the flow of water to the consumer by turning the valve on the meter setter and / or reinstalling the water meter.

Service Line - The water line which services a house, business, apartments, building or consumer which runs from the street to the establishment being served, and which is usually located on private property but in any case located on the consumer side of the meter.

Shall - Mandatory.

Superintendent of Waterworks - The County Manager or his designee.

Unusual - Not usual, common, or ordinary.

User - See Consumer

WCWD - Washington County Water Department

Water Distribution Line- See Main

## **II APPLICATION FOR SERVICE**

Every applicant (property owner or tenant) for water service shall fill out and sign a WCWD Water User Agreement which lists the property owner, the applicant's name, the street or road name and number on which the service is or will be located, the size of service connection desired and any other information deemed necessary by the Superintendent for the completion of the connection. This User Agreement shall be completed not less than 15 days before a proposed new service connection (Tap) is desired or five days before a meter reconnection is required.

If the applicant is a tenant, adequate documentation (lease agreement, deposit receipt, or a letter signed by landlord) must be provided regarding the lease between the landlord and tenant. A copy of identification will also be required for every applicant.

WCWD shall evaluate an application for a new tap and notify the applicant if additional time will be required to provide service.

## **III NEW METER INSTALLATIONS**

### **A. SERVICE (TAP) APPLICATIONS**

If there is no meter box at the desired service location a "New Meter Installation Fee" also known as a "tap fee" must be paid at the time the User Agreement is executed. The tap fee is set forth in the County Fee Schedule which may be amended at any time by the Washington County Board of Commissioners.

Tap fees are non-refundable once the tap has been installed and the meter setter and box have been set.

Water laterals will be installed only at the request of the owner of the property or his agent or if deemed by the superintendent to be in the best interest of the WCWD.

If a meter box and tap are installed for the convenience of the WCWD, the meter shall not be set and the lateral shall not be used until the owner of the property or his agent applies for service. At that time the tap fee must be paid.

The WCWD may reject any application for service if the said service may affect the supply of water to existing customers.

When a new tap and meter box is installed, WCWD personnel will run a lateral line from the distribution main to the property line adjacent to and parallel to the property to be served. The final decision as to the location of the lateral and its associated meter box lies with the Superintendent although every effort will be made to place it in the most convenient location for the consumer.

## **B. METER LOCATION**

The WCWD will try to install its meter on the right of way at the property line but, if it is deemed in the best interest of the WCWD, it may install it on the owner's property. By signing the Water User Agreement the owner / user consents to allow WCWD personnel to install the meter on his / her property if necessary, and to allow WCWD personnel to enter his / her property to read, service or remove the meter and meter box at any time.

When two or more meters are to be installed servicing the same premises but for different users, they will be closely grouped and each clearly identified as to which user it applies.

The WCWD shall have no responsibility for the design or performance of sprinkler or other fire protection systems.

The WCWD may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.

The WCWD does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.

The WCWD shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises.

The WCWD shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures or appliances on the consumer's premises.

The WCWD shall not be responsible for negligence of third persons or forces beyond the control of the WCWD resulting in any interruption of service.

## **C. EQUIPMENT PROVIDED**

For a new tap installation up to and including 1-inch in size, the WCWD will provide a lateral, meter setter, meter, customer convenience shut-off valve, check valve, and a meter box. The shut-off valve is for the customer's convenience, and once installed it becomes the consumer's responsibility to maintain. The purpose of this valve is to allow the water to be shut off for plumbing repairs without having to contact the WCWD.

Any new tap installation in excess of one inch shall be the sole responsibility of the owner and shall be at his / her sole cost and expense. Said cost and expense shall include any and all equipment required for the installation and tap, including without limitation, the meter, the shut-off valve, the lateral and meter setter.

## **D. DEPOSIT FEES**

A deposit as set forth in the County "Fee Schedule" is required to be paid upon signing the User Agreement. **Separate deposits are required for each meter.** An applicant for water service will be asked for his / her social security or tax identification number. Said number will be used to allow for debt set off. If an applicant for water does not provide a social security or tax identification number, the deposit will be equal to twice the normal deposit. Providing a false social security number or tax identification number will be grounds for immediate disconnection. Deposits shall not earn interest for the consumer.

Deposit account balances shall be refunded only after all outstanding charges have been paid. WCWD will apply the deposit to the final bill when service is discontinued.

At termination of service and after payment of final account balance, a refund of the remaining deposit will be sent to the applicants last known address. It shall be the responsibility of the consumer to apply for his / her refund and present his / her deposit receipt. The WCWD may require the refund applicant to produce the original deposit receipt to verify disputed deposits.

#### **E. IRRIGATION SERVICE**

Any consumer wishing to use water for any type of irrigation system, whether commercial or residential, must have a separate irrigation meter installed. No sprinkler systems will be allowed to connect to a dwelling, commercial or industrial meter. Fees for this meter are set forth in the Fee Schedule.

#### **F. MULTIPLE TENANCIES**

If one water meter serves more than one location or living unit (for example: two duplex apartments, a rooming house or more than one business in a shopping center), it is required that the account be in the property owner's name. This policy is intended to avoid having a service request from one tenant that would affect another tenant's service, and to avoid having to allocate costs among tenants who share one meter.

#### **G. BASE CHARGE**

The minimum monthly base charge, as provided in the County Fee Schedule, is due and payable monthly for each meter installed. Said charges accrue with or without a service line connection and with or without any usage. Each meter requires a separate User Agreement and shall be considered a separate and individual account.

### **IV GENERAL POLICIES, RESPONSIBILITIES AND LIABILITY**

#### **A. BACKFLOW DEVICES**

In high risk usage cases, including but not limited to fire sprinklers, lawn sprinklers, carbonated soft drink machines and cooling towers, a backflow preventer will be required as set forth in federal and state law. The cost of such device shall be borne by the consumer.

Any backflow device required by regulation must be installed by a licensed plumber.

Any cost shall be at the sole expense of the consumer.

Any test required by state or federal law shall be at the owner's expense. The results of any such test shall be reported to the WCWD within thirty days of the state report submission.

By signing the Water User Agreement the owner / user consents to allow WCWD personnel to enter his / her property to determine if a potential cross connection or backflow situation exists. No personnel will enter any building on the property unless escorted by the owner / user. If entry is refused after three requests the WCWD has the right to discontinue water service until an inspection can be made.

The WCWD reserves the right to refuse and /or discontinue service if a cross-connections or backflow situation exists anywhere in the user's plumbing system.

## **V CONSUMER'S RESPONSIBILITY**

If a Consumer requests additional meters to be installed to service his / her property, each place of metering will be considered as a separate and individual account.

When a meter is placed on or adjacent to the premises of a consumer, the consumer shall keep the meter box unobstructed and accessible to the meter reader at all times. The County reserves the right to remove any material or vegetation that impedes access to the meter box.

The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter.

The consumer shall not connect any other source of water and /or piping to the WCWD water system. The consumer shall disconnect any and all other sources of water and / or piping from his / her system prior to connecting to the WCWD system.

No connection between a lawn sprinkler service and any other WCWD service connection is allowed.

In the event that any loss or damage occurs to the property of the WCWD or any injury to persons or property caused by or resulting from negligence or wrongful acts of the consumer, his agents or employees, the cost of the necessary repairs or replacements shall be paid by the consumer to the county water system and any liability resulting shall be at the sole cost and expense of the consumer.

Meter boxes can not be driven over by any type of vehicle. It is the consumer's responsibility to take reasonable steps to prevent this from occurring. If the consumer negligently allows a vehicle to drive over the meter box and damage it, necessary repairs or replacements shall be at the sole cost and expense of the consumer. The amount of such loss or damage or the cost of repairs shall be added to the consumer's next monthly bill.

The consumer under no circumstance shall access the WCWD distribution system or any appurtenances thereof except through a metered service applied for and approved by the WCWD. The consumer shall not connect to a fire hydrant or any metered service or connected piping for any purpose without the approval of the WCWD.

## **VI METER READING AND BILLING**

### **A. BILLING**

All water meters on the WCWD will be read monthly, provided however, in the event WCWD personnel are unable to access the meter through no fault of the WCWD, said bill will be estimated. The estimated amount shall be the average of the last three months' bills. An adjustment will be made following the next reading by the WCWD. Consumers will receive a monthly statement.

Bills are calculated and mailed on or before the 10th of the month and are due on or before 5:00 P.M on the 4th of the following month. On the 5<sup>th</sup>, a late fee (see Fee Schedule) is assessed and shall be due and payable immediately.

Payments may be mailed, paid in person, dropped in a drop box, or electronically drafted and are posted immediately upon receipt. Accounts electronically drafted will be drafted from the

consumer's account on the 19th of each month. Forms for drafting must be filled out 10 days prior to the first requested draft.

The WCWD also offers the convenience of paying your water bill online or by phone with your credit or debit card. Go to the following website [www.officialpayments.com](http://www.officialpayments.com) or call 1-800-272-9829, the jurisdiction code for Washington County is 4389. Once you go into the website the steps are easy to follow and at the end of your transaction, you will be given a confirmation number. This number needs to be written down and kept for your records. The consumer will have to know his / her account number to access either one of these services.

If not paid by 5:00 P.M. on the 15th of the month, a collection fee (see Fee Schedule) is added and service will be disconnected on the 16<sup>th</sup> of the month, provided however the WCWD has the authority to delay such disconnection if it would otherwise occur immediately before a holiday or weekend. WCWD will not begin to reconnect services until the next work day following any such disconnection, and only after all past due amounts (including the collection fee) have been paid in full. Same day reconnections for failure to pay on time will not be made.

Any payment by check or electronic draft that is returned for insufficient funds will be subject to a returned check fee (see Fee Schedule). The WCWD may require payment in cash when two or more checks or electronic drafts are returned for insufficient funds. If payment is returned, the customer has forty-eight (48) hours after receiving returned check letter to remit payment (including returned check fee) or service may be disconnected.

Base charges for service begin when the meter is installed, whether or not any water is used.

WCWD is not responsible for undelivered or undeliverable mail or for mistakes made by the postal service in delivery. Failure to receive bills or notices shall not prevent such bill from becoming delinquent or relieve the consumer from payment.

- i. New Customer Liability—Where water has been shut off for nonpayment of utility charges by a previous customer, a new customer shall not be responsible for the past due charges, except in cases where the transfer is between customers related by blood or marriage or other relationship where the intent of the transfer is to avoid payment of past due charges.
- ii. Pending DSS Benefit Payments: Whenever a customer who is eligible for social services benefits including the payment of utility bills from the Washington County Department of Social Services has had their water cutoff for nonpayment of outstanding utilities bills, the utilities department is authorized to accept a signed notification of pending payment to be made by the Department of Social Services on that customer's behalf as payment before the date such funds are actually received for purposes of restoring that customer's water service only, provided the amount to be paid is sufficient to restore such service in accordance with applicable policies. Any such notification shall set forth the name of the customer, the account number, the exact amount of the pending payment to be made by DSS on the customer's behalf, the anticipated actual payment date, and shall be signed by the DSS Director or their designee for such purpose. This policy is made to help expedite situations where eligible recipients of such benefits might otherwise have to wait several days or weeks until the next county check run is processed for such a payment to actually be made on their behalf, before their service is restored. In such cases, service shall be restored at the next reasonably available opportunity in accordance with applicable



operating procedures. Due to internal accounting requirements, notwithstanding the foregoing, and unless otherwise directed by the County Finance Officer, all payments shall be treated and reflected within the accounting system as made only on the actual date of receipt of funds for all other purposes other than making the account eligible for restoration of service, including the assessment of any applicable interest, penalties, or fees.

#### **B. METER READERS**

The meter box must be kept clear of any and all obstructions, including without limitation animals (pets), garbage cans, boxes, yard waste, fences, trees shrubbery and vehicles. The County reserves the right to remove any material or vegetation that impedes access to the meter box.

### **VII COMPLAINTS AND ADJUSTMENTS**

#### **A. BILLING ERRORS**

If a consumer believes his / her bill to be in error, he / she must present his / her claim, at the WCWD office **before the bill becomes delinquent**. Upon notification of a suspected error, the WCWD shall take reasonable steps to determine if an error occurred. During the investigation period the consumer's water service shall not be subject to disconnection. If, however, notice of suspected error is made after the bill has become delinquent, such notice 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 / her claim. A form must be filled out and signed by any consumer claiming a billing error.

#### **B. LEAKS**

Consumers, other than irrigation meters, may request a one time adjustment for excessive water usage due to a leak as follows:

Subject to the limits set forth below, the bill will be adjusted to reflect a reduction of one-half of the consumption over the 2000 gallon base usage for the month in question. Consumer will be responsible for paying the base rate plus one-half of the consumption. In the event of a single leak that occurs in one month and is not discovered and fixed until the following month, the adjustment may be applied to both monthly billing statements. No more than two monthly billing statements shall be eligible to receive an adjustment for a single leak, and no consumer may receive an adjustment for more than one single leak in a rolling twelve (12) month period.

In order to qualify for this adjustment the following conditions must be met:

1. The leak must be on the consumer's side of the meter.
2. The consumer must notify the WCWD of the leak no later than the due date of the bill that reflects the leak, and must have the leak fixed as soon as possible after discovery.
3. The consumer must present any repair receipts for plumbers or receipts for repair parts, if applicable, and personally sign a statement that the leak has been fixed.
4. The consumer must complete an adjustment request form and promptly return it to the WCWD.

Only for each billing statement that receives an adjustment for a leak pursuant to this Ordinance, if the remaining post-adjustment balance is greater than \$100, the customer shall also be eligible to apply for and participate in a payment plan to repay such balance subject to the following conditions:

1. The customer shall complete and sign a written payment plan agreement with the Washington County Finance Office prior to the applicable due date for the adjusted billing statement, or otherwise within any grace period established by the Finance Office for such purpose.
2. The payment plan shall require the customer to pay the greater of: one twelfth (1/12<sup>th</sup>) of the remaining balance owed pursuant to the adjusted billing statement together with any applicable interest, or fifty dollars (\$50.00) whichever is greater.
3. Interest shall continue to accrue on the unpaid balance until paid in full, but any collection fees or late payment penalty fees otherwise applied to late payments shall be suspended for so long as the customer remains in good standing under the payment plan, and shall resume non-retroactively in the event a payment plan becomes delinquent at which point the plan shall automatically terminate and shall not be eligible for reinstatement.
4. The customer must continue to pay in addition to the payment plan amount, any and all recurring or monthly charges for all additional water consumed or for any additional leaks occurring during the same rolling twelve (12) month period which are therefore not eligible for adjustment under this Ordinance.
5. The Washington County Finance Office may impose any additional requirements it deems necessary or desirable in connection with offering and administering this repayment plan under this Ordinance, provided such requirements are not otherwise unlawful, shall be established in writing, and shall be applied uniformly to all customers.
6. If customer has a returned check while on payment plan, the plan will become null and void. Remaining balance and service charge (see Fee Schedule) has to be paid within forty-eight (48) hours or service will be disconnected until balance is paid in full.

Customers in good standing under pre-existing payment plan arrangements with the WCWD at the time of the adoption of this amendment shall be eligible to participate in the payment plan described above subject to the same terms and conditions described herein, which shall supersede and replace the terms of any prior payment plan arrangement entered into the WCWD unless otherwise agreed in writing by Washington County. The Finance Office shall notify any such customers of their eligibility to participate in the new payment plan established pursuant to this amendment, and shall work with such customers to promptly convert any old payment plan arrangements into the new system described above. Failure of any such customer to respond to notice of, or to apply for, or to abide by the terms and conditions of, the new payment plan described in this amendment may be treated as grounds for termination of water services pursuant to the Ordinance and applicable law.

### **C. REREADS**

At the request of the consumer, the WCWD will reread the consumer's meter. A fee will be charged for all rereads (see Fee Schedule). However, if the reread discloses that the meter was incorrectly read the first time, no charge will be made.

### **D. METER TESTING**

At the consumer's request and subject to the potential charge explained below, WCWD will test the accuracy of the consumer's water meter at his / her residence (3/4-inch and 1-inch meters only). A meter is deemed accurate if it records within 1.5 % of actual usage (the American Water Works Association standard). If the meter is accurate and the meter has been tested within the previous twelve months by the WCWD, a meter testing fee will be assessed (see Fee Schedule). If the meter has under recorded water usage by more than 1.5%, there will be no service charge and the WCWD will replace the meter. If the meter has over recorded water usage by more than 1.5% the consumer will receive an adjustment on his / her bill according to the percentage that the meter is over 100% accurate.

## **VIII TERMINATION OF SERVICE**

Not less than three days notice must be given in person or in writing to the WCWD Office to discontinue service. The user shall be responsible for all water consumed up to the time of discontinuance of service. Only the person who signed the User Agreement may make any changes to the account including termination of service.

In order to terminate services with WCWD, the (account holder) customer can call or come into the office to submit an order to terminate. The following information will be required upon request: name on account, address to terminate, customer's SSN or verification of SSN on file, date of termination, forwarding mailing address for final billing.

If the person present or calling is NOT the customer on the account, you must collect the following information: the name of the termination requestor, relation to account holder (noted on work order), customer's SSN or verification of SSN, forwarding address, date of termination. If this person is unavailable to give SSN-DO NOT terminate account until proper party has provided correct information.

If the person present or calling is a P.O.A. or Executor of an Estate, complete simple termination order, request a copy of the Power of Attorney or Executor of Estate legal document and reference requestor on work order.

## **IX TAMPERING WITH EQUIPMENT**

It is the policy of WCWD to aggressively deter any person or entity from the theft of water or other services from WCWD.

No person, except a duly authorized employee of the WCWD or a person having written authorization from the WCWD, shall operate any equipment of the WCWD, including but not limited to shut-off valves on the meter setters, gate valves and fire hydrants, nor shall any person construct or have constructed any bypass around any meter.

## **X NO GUARANTEE**

The WCWD does not guarantee the quality, quantity or pressure of its water supply. The WCWD shall not be liable to any consumer for damages resulting from the complete or partial disconnection of water service and no deduction shall be made from any water bill by reason of any such defect of deficiency. In every case where practicable, ample notice by the best means available shall be given when water is to be reduced or suspended in any portion of the WCWD system.

## **XI SUSPENSION OF SERVICE**

The WCWD reserves the right to discontinue its services without notice for the following reasons:

1. To prevent fraud or abuse
2. Consumers willful disregard of the WCWD rules
3. Emergency repairs
4. Insufficiency of supply due to circumstances beyond the control of the WCWD
5. Legal procedures
6. Direction of public authorities
7. Strike, riot, fire, flood, accident or any other unavoidable cause

## **XII SERVICE OUTSIDE PRESENT AREA OF WATER LINES**

Should an individual, builder, developer or property owner desire water service for property or properties not served by the WCWD water lines, he /she shall submit a written request for the extension of water mains which shall be evaluated by the WCWD and the request and evaluation forwarded to the Washington County Board of Commissioners for its consideration.

## **XIII CHANGE OF USE**

If, at any time, changes are made by a consumer in his / her service requirements so as to create water quality or insufficient pressure problems in the WCWD water system, the superintendent may require the consumer to adopt remedial measures to eliminate the cause of the problem. The WCWD shall in no way be responsible for any cost or inconvenience caused by a change in service requirements after an application has been approved. For example, if a residential consumer were to change the use of the property to a commercial use and the use negatively impacted adjacent water consumers, the consumer may be required to take remedial actions, such as increasing the lateral hookup to the premises.

## **XIV CONNECTION AND METERS TO REMAIN PROPERTY OF THE WCWD**

All meters, boxes, pipes and other equipment furnished and installed by the WCWD in a water connection shall remain the property of the WCWD. If, after an installation is completed, the property owner requests that a meter or lateral be changed in size and this request is approved by the superintendent, the property owner shall pay for the change of lateral as though it were a new connection and shall pay or be refunded the difference of the cost of meters in the original and new according to the current price of the two meters. In such cases, both meters remain the property of the WCWD.

## **XV MAINTENANCE OF METERS AND CONNECTIONS**

All standard ¾-inch and 1-inch meters and all water laterals shall be maintained by the WCWD at WCWD expense. Meters in excess of 1-inch shall remain the property of and be maintained by the consumer. All meters in excess of 1-inch must be tested every ten years to determine accuracy. This testing shall be the responsibility of and paid for by the owner.

## **XVI PENALTIES**

In addition to any other equitable or civil remedies available to Washington County, any willful violation of this Ordinance of Washington County shall also be deemed to constitute a criminal misdemeanor and shall be punishable to the fullest extent provided by law.

## **XVII OTHER PROVISIONS**

- a. Supplemental Written Rules & Regulations: The Superintendent is hereby authorized from time to time to adopt supplemental written rules and regulations consistent with the provisions of this Ordinance in order to carry out its uniform and equitable administration. Any such supplemental rules and regulations shall be written, signed, and dated, and shall be prominently displayed to the public at any centralized location where water bills are collected in person, and/or upon the Washington County website.
- b. Effective Date: The provisions of this Ordinance shall be deemed to be in full force and effect immediately upon its adoption by the Washington County Board of Commissioners. Upon such adoption, the provisions hereof shall be deemed to supersede, control over, and replace in their entirety as a comprehensive amendment, revision, and restatement thereof; the provisions of the Washington County Waterworks Rules & Regulations Ordinance previously adopted by the Washington County Board of Commissioners on or about August 17<sup>th</sup>, 2009 together with any and all amendments thereto which are incorporated herein by reference and which have been merged into, revised, and restated herein as part of this single Ordinance instrument.
- c. Severability: The provisions of this Ordinance are intended to be severable, and to the fullest extent permitted by law, if any provision(s) hereof shall be deemed by a court of law having jurisdiction over such matters to be unenforceable, invalid, or unconstitutional for any reason, such determination shall not affect the validity of this ordinance as a whole, or any part hereof that is not specifically determined and declared thereby to be unenforceable, invalid, or unconstitutional.
- d. Conflict of Laws or Ordinance Provisions: In the event of any conflict between the provisions of this Ordinance, or between its provisions and any other applicable statutes or laws, the more restrictive regulation shall be deemed to control in govern.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
D. Cole Phelps, Chairman

Attest:

\_\_\_\_\_  
Julie J. Bennett, Clerk to the Board