

**County of Brunswick
Utility Customer Service Policy**

1. Service Application & Meter Deposit

A signed Service Agreement and meter deposit must be submitted when applying for a service connection to the County's public water supply and/or wastewater collection system. The meter deposit does not earn interest and is non-transferable. If service is disconnected for non-payment, the meter deposit may be applied to the account balance. The meter deposit may be refunded after 24 months of satisfactory payment history upon the written request of the customer.

The meter deposit is refundable upon termination of service. The deposit shall be first applied to the customer's final account balance with any remainder (credit) of \$5 or more paid to the customer by check through the U.S. postal service.

The County may reject an application for utility service if the applicant is delinquent in payment of bills incurred for service previously supplied at the location or at any other location. Any person requesting utility service who has an outstanding bill or previously had an unpaid bill charged off by the County will be required to repay this amount in addition to the deposit.

2. Account Billing

Customers shall be billed for water and wastewater usage during a specified billing period, along with all other applicable fees and charges according to the established schedule of rates and fees. Meters will be read within a 25-35 day billing cycle.

Customer bills will be mailed on or before the first or fifteenth working day of each month, depending on the assigned billing cycle, unless interrupted beyond the control of the county. All payments must be made thru the billing office or designated collection service of the county.

A final account bill will not be mailed with a balance of less than \$5. Final account balances of less than \$5 will be written off. Refunds on final accounts with a balance of less than \$5 will be processed upon request.

After transfer to a third party, the owner of the property shall resume being responsible for utility charges upon the earlier of:

1. Tenant/property manager's notice to vacate the premises;
2. Notification by the property owner that the property is vacant; or
3. The date the County determines that the premises are unoccupied.

Bills are due and payable upon receipt. If payment is not received within 20 calendar days of the bill date, a 10% late penalty is applied to the account. The account is subject to disconnect if the current balance is not paid by the due date. Any unpaid previous balance must be paid immediately to avoid disconnect.

Customers providing checks that are returned for non-sufficient funds, closed accounts, or stop payments shall be notified and all applicable fees shall be charged to the account.

3. **Service Terminations**

Service terminations may be initiated by either the County or the account holder. Service terminations occur during normal service hours. Upon arrival at the service address, county personnel will disconnect service and notify the customer of the service termination by leaving a door hanger or other means of communications. Service personnel may not accept payments. All outstanding charges, penalties, reconnection fees, premise visit fees, etc. must be paid in full prior to reconnection of service. Under extenuating circumstances, service may be reconnected with payment made by 12 noon the next business day. Reconnections are made by service personnel during normal service hours.

The County shall not be responsible for any damages that may result from reconnection in the absence of the customer. If there is no responsible person on the premises when water is to be turned on and the County personnel determine that water is flowing at the premises, County personnel will turn off the water. The customer will be notified of the reason water was not turned on and a subsequent time for County personnel to return. The customer will be charged a Premise Visit Fee for every visit to the service location. The County's Health Department will be notified, prior to reconnection, if the service reconnection is for a food service provider.

If the County has detected a leak or has determined there is a possible leak, service will be disconnected, customer notified and a charge for the premise visit will apply if the leak is on the customer side of meter.

To guarantee a same day reconnection of service, payment must be received by 4:00 PM.

4. **Leak Adjustment (Water and Wastewater)**

Residential and Commercial Retail customers providing a written request for a leak adjustment and documentation of a water leak repair are eligible for a billing credit for no more than three consecutive month's billing periods. Customers are eligible for one leak adjustment credit in any 12 month period. **The County is not responsible for detecting leaks or for stolen water service.**

The leak adjustment credit is determined as follows:

- Average of the customer's bill for the most recent 3 billing periods prior to the leak or if an irrigation or a seasonal customer, a more accurate average may be determined using billing periods the same time in the previous year.
- Subtract the greater of the 3 months average or 4,500 gallons from the leak billing period usage.
- The leak adjustment credit is 65% of the leak billing period usage that is greater than the average or minimum of 4,500 gallons.
- If the water was not discharged into the sewer, the adjustment may be up to 100% of the sewer charges over the greater of 3 months average or 4,500 gallons from the leak billing period usage.

5. Damage Liability

The County shall not be liable for damage of any kind resulting from water and wastewater or the use of water on the Customer's property, unless damage results directly from negligence on behalf of the County. The County shall not be responsible for damages done by or resulting from any defect in the piping, fixtures, and/or appliances on the Customer's property.

The County shall not be responsible for negligence of third parties or forces beyond the County's control resulting in any interruption of service. Otherwise, under normal conditions, all potentially affected customers shall be notified in advance of any interruption of service.

6. Cross-Connection Prevention

All Customers shall comply with the County's Cross-Connection and Backflow Protection Policy.

7. Meter Testing

A Customer may request the County to test the Customer's water meter. If the Customer's meter tests within the allowable limits as defined by the *American Water Works Association (AWWA)* and/or the manufacturer's specification, a charge commensurate with the meter size shall be placed on the Customer's account for the meter test.

If the Customer's meter tests outside the allowable limits as defined by the *American Water Works Association (AWWA)* and/or the manufacturer's specification, there shall be no charge for the meter test. The Customer's account shall then be credited based on the inaccuracy of the tested meter for the current billing period, if applicable. If a meter is determined to be out of calibration, it shall either be calibrated or replaced with a calibrated meter, at the discretion of the County.

8. Suspension Of Service

In the event that the Utility Customer Service Division is notified by the County's Health Department of a failed septic system within the County's public water supply jurisdiction, the affected water service shall be suspended until notification from the Health Department authorizing reconnection of the water service. The Sheriff's Department representative may escort staff to the customer's site.

The County reserves the right to suspend service, without notice, for the following:

- Prevention of fraud and abuse;
- Customer's willful disregard of the County's rules and regulations;
- Emergency repairs;
- Insufficiency of supply due to circumstances beyond the County's control;
- Legal procedures;
- Direction of authorized public authorities;
- Strike, riot, flood, accident, or any unavoidable cause(s).

9. Profane, Indecent, And Threatening Calls

It is against **North Carolina General Statute 14-196** to use “*profane, indecent or threatening language to any person over the telephone; annoying or harassing by repeated telephoning or making false statements over the telephone.*” All incident related documentation of calls of a profane, indecent and threatening nature shall be placed in the Customer’s file.

10. Payment Plans for Residential Tap and Capital Recovery Fees

If the property owner participates in a Residential Tap and Capital Recovery and Transmission Fee Payment Plan, the payment plan monthly payment must be paid in full each month for services to continue. If payments are not paid within 30 days of a written request by the County, the property shall be subject to a lien in the amount due and possible foreclosure or other collection measures available under North Carolina law.

This foregoing standard policy is hereby adopted by the County of Brunswick Board of Commissioners this 18th day of December 2017.

Frank L. Williams, Chairman
Board of County Commissioners

Attest: _____
Andrea White, Clerk to the Board of Commissioners