

## REGULATION OF WATER METERS

**Purpose:** To safeguard the structural integrity of residential and commercial water meters in the ROANOKE RAPIDS SANITARY DISTRICT (**DISTRICT**). Further, by protecting the DISTRICT's water meters, the DISTRICT is better equipped to regulate and adequately monitor water use and respond to specific emergencies where water use is critical to the mutual benefit of owners or occupants or account holder (collectively "**CUSTOMER**").

Within all DISTRICT agreements, policies, ordinances, and regulations, "meter" shall be used to describe:

- i. Meter: an analog or digital device that measures water flow. All water service shall be metered, and all meters are the property of the DISTRICT. All meters shall be read monthly during regular business hours, and meter readings shall be the basis of monthly billing.
- ii. Meter housing: The meter is in a metal or plastic box, or casing, with a lid located in the ground at the **Service Application** Service Address and/or the particular property connected to the system, including appurtenant land and improvements (**Premises**).
- iii. Bulk Meter: Typically located in a pit within a highway right-of-way and serves a customer who resells water.
- iv. Pipes from the main to the meter and other equipment utilized to aid in the function and protection of meter and water connection, including, but not limited to, corporation stop, curb stop, horns, backflow prevention device, padlock, or locking mechanisms.
- v. Basis for Billing Sewer Use: Sewer usage will be billed based on the minimum charge (Availability and Debt Service Recovery Charges), elsewhere defined, plus volumetric flow determined by the measured flow of the DISTRICT's water meter at the Premises being billed.

### Roanoke Rapids Sanitary District Responsibilities and Standards

#### **SECTION 1.1 Designate the shared responsibility of the meter as defined in this regulation between the DISTRICT and CUSTOMER.**

- a. This Regulation shall apply to every water meter within the limits and areas served by the DISTRICT, bulk, residential, and commercial. This Regulation shall take effect immediately upon passage and approval by the Board of Commissioners.
- b. DISTRICT requires CUSTOMER's agreement to adhere to the responsibilities and standards within this regulation and all policies, regulations, and ordinances of the DISTRICT when initiating service by paying a **deposit** and **connection fee**, completing a **Service Application and Utility Service Agreement**.
- c. DISTRICT shall maintain the water service pipe from the main to the meter.
- d. DISTRICT will charge CUSTOMER for requested installation, replacement, or relocation of meters. DISTRICT will pay for the repair and/or replacement of all meters after the initial installation when needed due to normal wear and tear and/or required equipment upgrades.
- e. DISTRICT will not accept responsibility for private plumbing or any materials from the meter to the Premises. The water service pipe from the meter to the Premises is private plumbing and must be maintained by the CUSTOMER or the Premises owner.
- f. DISTRICT may lock out the meter if deemed necessary by DISTRICT. At the discretion of DISTRICT, CUSTOMER's continuous disregard for this regulation, in part or entirety, may result in replacing all equipment at Premises to ensure proper works and billing. CUSTOMER will be notified by mail of the incident when not reachable by phone or email.

**SECTION 1.2      Ensure meters are working and accurate for measuring treated water delivered, reliable meter readings, and exact billing.**

- a. Each separate residential or commercial unit shall be supplied through a separate meter. However, in some cases, a unit may be supplied at the option of the DISTRICT through a Commercial or Master Meter, such as in the case of apartments and condominiums.
  - 1) To promote conservation and accountability of the end user, individual meters shall be installed for each structure for billing.
  - 2) Individual meters shall be installed for each unit within a structure if each unit is owned by an individual (condominium, townhouses, etc.) This shall apply except for the following, which may be master metered:
    - i. high rise buildings
    - ii. recreational vehicle parks
    - iii. hospitals
    - iv. nursing homes
    - v. living facilities located on the same premises as and operated in conjunction with a nursing home or other health care facility offering at least the same level and type of service as a nursing home
    - vi. convalescent homes
    - vii. facilities certified under North Carolina G.S. § 58-67-88
    - viii. college dormitories, convents, sorority houses, fraternity houses
    - ix. hotels, motels, and similar facilities.
    - x. Any other type of structure or development that, at the discretion of the CEO, shall be master metered for practical or economic reasons; see **Multiple Users on One Meter** policy.
  - 3) The Sanitary District will not provide master metered water for new non-franchised systems formed within the Sanitary District’s water service territory.
- b. Only the DISTRICT will control the flow of water through the meter. At all times, Meters will be under the control of the DISTRICT.
- c. Water supplied for Irrigation Service only may not be used for potable domestic or any other potable use. No pipes intended for potable domestic water service shall be connected to any meter dedicated only to Irrigation Service.
- d. It is strongly recommended that a responsible person over the age of 18 be present at the premises when a turn-on of water is scheduled. If at the time water is turned on, no one is present at the premises, and it is determined by DISTRICT personnel that water is running at the premises, the DISTRICT personnel will turn off the flow of water and lock the meter. The DISTRICT will then return to turn on water only when a responsible person is present, and CUSTOMER will be assessed a **Trip Charge**.
- e. If a meter is out of order, fails to function, or fails to register usage, then the meter will be tested (evaluated), repaired, or replaced. Billing shall be in accordance with current billing policies.

- SECTION 1.3** Provide meter services at the CUSTOMER’s cost such as, but not limited to, installation/ removal, turn on / off, accuracy testing, lockout, and repair / replacement.
- a. The maintenance of the meter will be the obligation of the DISTRICT.
  - b. Where replacement, repair, or setup/adjustment of the meter is made necessary by the act, negligence, or carelessness of CUSTOMER, Premises owner, occupants, and any parties thereof at any Premises, the measured or estimated usage plus the greater of the *meter repair fee* or the resulting expenses for repair will be charged against and collected from the CUSTOMER.
- SECTION 1.4** Reserves the right, privilege, and easement of right away of sufficient width (Access) to Premises for all purposes to conduct the business of the DISTRICT as reiterated and understood in the *Utility Service Agreement*.
- a. At the discretion of DISTRICT, failure of CUSTOMER to provide Access to the Premises will result in:
    - (i) Billing based on the highest adjusted metered usage in the CUSTOMER’s monthly billing history and/or
    - (ii) CUSTOMER’s water service being discontinued.
- SECTION 1.5** Reserve the right to assess fees (i.e., meter repair fees, meter re-read/testing fees, trip fees, and any other applicable fees) and/or to deny/discontinue service to CUSTOMER in violation of any section of this regulation or any other policy.
- a. DISTRICT will define all costs in the *Tap Fees, Deposits, and Penalties* schedule as approved in each annual budget ordinance.
  - b. Deposits will not be used to cover any costs.
- SECTION 1.6** Maintain a safe work environment for DISTRICT employees.
- a. Employees will use good judgment and proceed only when the site is safe on Premises, private property, or elsewhere.
- SECTION 1.7** Pursue and exercise all legal or correctional course of action to ensure justice and protect the DISTRICT and/or CUSTOMER when necessary.
- a. The DISTRICT recognizes that Meter Tampering is a prosecutable criminal offense under *NCGS § 14-151*. See SECTION 3.1.

CUSTOMER’s Responsibilities and Standards

- SECTION 2.1** Maintain safe and unobstructed Access to the meter as defined within this regulation and reiterated in the *Utility Service Agreement*.
- a. No posed danger or threat by device, animal, impounded water, nor human. If a DISTRICT employee is threatened or injured, then the owner of the Premises and/or CUSTOMER will be held responsible.
  - b. Must not block meter with motor vehicles, site improvements, vegetation, etc.
  - c. If Access is obstructed, Access must be restored within two calendar days of the date of the CUSTOMER notification via email, phone, mail, or door hanger. CUSTOMER will be assessed an additional trip charge for the DISTRICT to return.
  - d. Failure to uphold the standards of this SECTION will subject CUSTOMER to a DISTRICT decision congruent with SECTION 1.4.
- SECTION 2.2** Abstain from handling meter for any purpose other than reading the meter and cleaning meter box including all persons outside of DISTRICT employees.
- a. CUSTOMER and any parties thereof must not attempt to cut a meter on/off or perform any repairs or service work upon a meter for any reason. Immediately notify the DISTRICT of observed meter concerns or potential problems.
  - b. CUSTOMER is not allowed to operate the main shut-off valve located before the water meter as it is owned by DISTRICT. Therefore, CUSTOMER must have

another main shut-off valve placed after the water meter to turn on and off the main water supply to Premises.

- c. CUSTOMER, Premises owner, occupants, and any parties thereof must ensure that meters remain off during periods of service discontinuation (i) at the request of the CUSTOMER, (ii) for non-payment, or (iii) off for other reasons deemed necessary by DISTRICT.
- d. Nothing in this regulation shall be construed to apply to licensed contractors while performing usual and ordinary services in accordance with recognized customs and standards.
- e. CUSTOMER is responsible for the cost of all treated water flowing to Premise through (i) a properly functioning meter, (ii) a malfunctioning meter, and (iii) unmetered. Insufficient water usage must be paid for before service can be restored. See the ***Insufficient Water Usage*** and ***Billing*** policies.
- f. If CUSTOMER does not uphold the standards of this SECTION, then the CUSTOMER will be assessed a ***meter repair fee, trip fees, usage fees, or any other applicable fees*** to remedy the issue.

**SECTION 2.3 Protect meter from physical damage**

- a. CUSTOMER must be conscious of the meter’s vulnerability and protect meter from damage from lawnmowers, vehicles, acts of vandalism, etc.
- b. The Owner of premises served by the DISTRICT is responsible for keeping the meter box free of sand, trash, and other debris.
- c. If CUSTOMER does not uphold the standards of this SECTION, then CUSTOMER will be assessed a ***meter repair fee, trip fees, or any other applicable fees*** to remedy the issue.

**SECTION 2.4 Request for Recheck Meter Reading**

- a. A ***Recheck Meter Reading*** is defined as any meter reading that occurs outside that meter's routine meter reading schedule (cycle).
- a. CUSTOMER may make an oral or written ***Request for Recheck Meter Reading (FORM 2.5C)*** to verify billing accuracy. Customer may witness the recheck meter reading at the scheduled date and time agreed upon on ***FORM 2.5C***. If CUSTOMER is a “no-show,” the service will still be performed at the scheduled date and time. ***Billing adjustments will be made according to recheck meter read results (See Billing Policies)***
- b. DISTRICT will ***Recheck Meter Reading*** within three (3) business days of receiving the request and the customer’s prepaid fee.

**SECTION 2.5 Request for Meter Testing (Also found in Excessive Water Bill Policy)**

- a. Meter testing is to verify the meter register accuracy of measuring the volume of water through the meter.
- b. The DISTRICT may at any time remove any meter for routine tests, repairs, or replacement.
- c. Customer may make a written, or oral ***Request for Meter Testing (FORM 2.5C.)*** Customer may witness the meter test at the scheduled date and time agreed upon on ***FORM 2.5C***. If CUSTOMER is a “no-show,” the service will still be performed at the scheduled date and time. ***Billing adjustments will be made according to meter testing results (See Billing Policies)***
- d. The DISTRICT will test the accuracy of a meter within seven (7) business days of receiving the request and the CUSTOMER’S meter test fee (See ***Tap fees, Deposits, and Penalties*** schedule).

- e. The meter will be tested in the condition as found before any alteration or adjustment. The DISTRICT will provide a report showing the meter test results and the date of testing equipment's calibration to the customer within 15 calendar days after the completion of the test. A copy of the testing equipment's calibration report will be available upon request.
- f. DISTRICT will use current AWWA meter test procedures and standards for determining meter accuracy. The allowable AWWA standard accuracy according to its meter type shall govern the results.
- g. If the meter is shown to have an error as defined in this regulation, the DISTRICT will replace or correct the meter at no charge. If the meter has no such error, the customer will pay the full direct cost invoiced, if any, to the DISTRICT less its meter test fee for testing the meter.
- h. In the event CUSTOMER requests meter replacement regardless of prior meter test results, meter condition, stated meter accuracy, or any other reason, CUSTOMER must pay to have a completely new meter installed. The costs for such meter replacement will be based on time and materials which can be found in the Tap Fees, Deposits, and Penalties schedule. If during this process CUSTOMER is not satisfied, CUSTOMER shall have the right to appear before the Board of Commissioners as public participation at their next monthly meeting. CUSTOMER, or any individual, appearing before the Board must follow **Procedures for Public Participation at Open Meetings**.

Assessment of Penalties and Fees & NCGS on Meter Tampering

**Section 3.1 Penalties**

- a. Any person found to be in violation of this regulation shall be assessed a Meter Repair Fee for the first incidence and a progressive amount for any subsequent incidences within a two-year period from the date that the first incidence occurred. (See **Tap fees, Deposits and Penalties** schedule).
- b. Any person found to be in violation of this regulation will be held responsible for reimbursements, fees, and any cost of the DISTRICT locking and re-locking meters for which the violator is responsible, installing new meters to replace those damaged by any violator, repairing any water meter damaged by any violator, resetting water meters, and/or repairing any damage caused from unlawful water use pursuant to this regulation. Further, any criminal violations of these regulations are punishable pursuant to NCGS 14-151(d).
- c. It is unlawful (i) for any person to alter, tamper with or bypass a water meter or to knowingly use water passing through such a tampered meter or water bypassing a meter, (ii) for any unauthorized person to reconnect water connections or otherwise turn on water that has been disconnected or turned off by the DISTRICT, and (iii) for any person to contaminate a public water system or to damage or tamper with public utility facilities with the intent to impair the ability of the facilities to provide utility service.
- d. Any meter or service entrance facility found to have been altered, tampered with, or bypassed in a manner that would cause the meter to inaccurately measure and register the water consumed or which would cause the water to be diverted from the recording apparatus of the meter is prima facie evidence of intent to violate and of the violation of this regulation by the person in whose name the meter is

installed or the person or persons so using or receiving the benefits of the unmetered, unregistered, or diverted water.

- e. Pursuant to NCGS 14-151(e), whoever is found in a civil action to have violated any provision of this regulation is liable to the DISTRICT in triple the cost of losses and damages sustained or five thousand dollars (\$5,000), whichever is greater.

Prior Regulations and Policy

**Section 4.1 Prior Regulations and Policies**

- a. Except as expressly set forth in this Regulation, previous referenced policy otherwise is unmodified. To the extent, any provision contained in this Regulation conflicts with the terms of referenced policy, the terms and provisions of this Regulation shall control. Each reference in previous policy to itself shall also be deemed to refer to this Regulation.

**Section 5.1 References**

- a. Service Application
- b. Utility Service Agreement
- c. Multiple Users on One Meter Policy
- d. Billing Policy
- e. Insufficient Water Usage Policy
- f. Tap Fees, Deposits, and Penalties
- g. Request for Recheck Meter Reading or Meter Testing
- h. Procedures for Public Participation at Open Meetings
- i. Other relevant AWWA recommendations, board actions, and NCGS

Regulation History

**Section 6.1 Regulation History**

- a. Adopted: March 15, 2023
- b. Effective: March 15, 2023