

Adopted November 19, 1985
Amended March 1, 1988
Amended November 15, 1988
Amended October 19, 1999
Amended June 2, 2009
Amended November 4, 2010

NORTH CAROLINA
ORANGE COUNTY

RESOLUTION ESTABLISHING RULES AND REGULATIONS FOR THE OPERATION OF
A SEWER COLLECTION TREATMENT SYSTEM TO SERVE THE EFLAND AREA OF
ORANGE COUNTY

Be it resolved by the Board of Commissioners of Orange County that the following rules and regulations (hereinafter called the Rules) shall govern the operation of the Orange County Sewer Collection and Treatment System serving the Efland area of Orange County (hereinafter called the System).

- I. CLASSIFICATION OF SERVICE (Reserved. There are presently no separate classifications of sewer service.)

- II. WASTEWATER TREATMENT LIMITATIONS
 - A. Orange County has contracted with the Town of Hillsborough which contract provides that the Town will treat wastewater generated by the System subject to the following conditions contained in the agreement between the County and Town:

No customer shall be allowed to connect to the County system unless and until such customer's proposed discharge has been found acceptable by both the Town and County. Approval shall be predicated on (1) the quality of the effluent of the potential user being compatible with the Town's NPDES discharge permit, (2) compliance with the Town's ordinance, rules and regulations concerning pretreatment of industrial wastewater, and (3) all County (subdivision, zoning, erosion, building, etc.) and State (DOT, etc.) permits having been properly granted. Under no circumstances will the County permit the discharge of septic sewage in its system.
 - B. Once connected to the sewer system, all customer discharge into the system shall comply with the Town of Hillsborough's Sewer Use Ordinance (SUO), which is hereby incorporated by reference into this Resolution. Orange County shall have the ability to enforce the discharge rules given in the Town's SUO to the full extent allowed by law, including disconnection from the sewer system and refusal of further sewer service.
 - C. FAT, OIL AND GREASE (FOG): FOG in the collection system causes many problems. The Town's SUO contains specific language regarding FOG control measures for non-residential customers. As such, the Town's FOG policies and regulations are also incorporated by reference into this Resolution and are enforceable by the County to the full extent allowed by law.

III. RATE SCHEDULE AND AVAILABILITY FEES

A. Rate Schedule – Based upon monthly water consumption: See Attachment A.

B. Availability Fees:

Each person, firm, or corporation connecting to the system (hereinafter user or users) shall pay a \$600.00 per residential equivalent availability fee to the County and an availability fee to the Town of Hillsborough as established and revised from time to time by the Town of Hillsborough. The original 212 potential Efland Area Sewer System customers who have provided Orange County with an application for sewer service to the Efland Sewer System and who have provided Orange County with a signed and acknowledged Efland Sewer System Sewer Easement and Agreement but have not been connected to the system because their property affected by the Sewer Easement and Agreement is not yet served by the sewer system are, with respect to the property affected by the Agreement, exempt from Orange County availability fees, provided they connect to the sewer system and become sewer customers of the sewer system with respect to the property covered by the Sewer Easement and Agreement signed by them within 30 days of notification that connection can be made. Availability Fees shall be paid by the user with a completed and signed Efland Sewer System Sewer Easement and Agreement.

C. Acreage Fee:

Each person, firm, or corporation connecting to the system (hereafter user or users) shall pay a \$1,000.00 per acre capital replacement fee. The original 212 potential Efland Area Sewer System customers who have provided Orange County with an application for sewer service to the Efland Sewer System and who have provided Orange County with a signed and acknowledged Efland Sewer System Sewer Easement and Agreement but have not been connected to the system because their property affected by the Sewer Easement and Agreement is not yet served by the sewer system are, with respect to the property affected by the Agreement, exempt from Orange County acreage fees, provided they connect to the sewer system and become sewer customers of the sewer system with respect to the property covered by the Sewer Easement and Agreement signed by them within 30 days of notification that connection can be made. Acreage Fees shall be paid by the user with a completed and signed Efland Sewer System Sewer Easement and Agreement.

D. Stub-out Service Line Fee.

Each person, firm, or corporation connecting to the system (hereafter user or users) shall pay a stub-out service line fee in an amount equal to the administrative and construction cost to Orange County of installing a service line. This fee shall be based on the out-of-pocket cost to Orange County for installing the service line plus an allocated cost equal to the administration cost to Orange County of having the installation accomplished. The original 212 potential Efland Area Sewer System customers who have provided Orange County with an application for sewer service to the Efland Sewer System and who have provided Orange County with a signed and acknowledged Efland Sewer System Sewer Easement and Agreement but have not been connected to the system because their property affected by the Sewer Easement and Agreement is not yet served by the sewer system are, with respect to the property affected by the Agreement, exempt from Orange County stub-out Service Line fees, provided they connect to the sewer system and become sewer customers of the sewer system with respect to the property covered by the Sewer

Easement and Agreement signed by them within 30 days of notification that connection can be made. A stub-out Service Line Fee shall be due from, owed and paid by the user within fifteen (15) days of mailing to the user of an Orange County invoice for the fee.

IV. APPLICATION FOR SERVICE

Persons seeking service may make application in person at the office of the Orange County Planning Department. The application requirements are as follows:

1. A deposit as provided in Article V of these rules must accompany the application and be paid at the Orange County Planning Department or such other place as is designated by Orange County from time to time. A Sewer Use and Easement and Agreement must be on file, signed by the property owner(s)/users.
2. The conditions set forth in Article IX of these rules must be satisfied in the case of an application for service to undeveloped land.
3. Any former user may again become a user by fulfilling the application requirements set forth in this article and by paying any applicable availability or other fees. In addition, any such former user applying again to be a user must pay any outstanding account plus interest thereon at the legal rate as it is established in North Carolina General Statutes Section 24-1, its successor, and as the same is amended from time to time, compounded annually. Any person who has actually used and benefited from sewer service which has been supplied to premises owned or directly occupied or used by that person, for which service there is an outstanding indebtedness remaining due the County, may become a user by completing the application requirements in this article, by paying any availability fee or other applicable fee and by paying the outstanding indebtedness for the service which was supplied to the premises owned or directly occupied or used by such person.

V. DEPOSIT

- A. A minimum cash deposit is required of all users. It shall be equal to the equivalent sewer bill for two months at 3000 gallons per month. The deposit shall be paid either in full at the time an application for service is made or in a maximum of three equal consecutive monthly installments, the first of which must be paid when an application for service is made. Deposits will not draw interest.
- B. A separate deposit will be required for each connection.
- C. Each deposit may be redeemed by the user upon disconnection from the system and upon payment in full of all charges for service.

VI. INITIAL OR MINIMUM CHARGE

- A. There will be a separate account established for each sewer connection to the system. Each such account will be in the name of the user. The monthly charge as provided in the rate schedule (see Attachment A) will be assessed for each account.
- B. In those cases where the connection is to property which receives its water by well, the monthly charge will be that established in the rate schedule for a usage of 5000 gallons per month, unless water consumption exceeds this amount. The County reserves the right to meter the well of any user to determine that user's water usage. The cost of the meter and the cost to connect the meter to the user's system will be

paid for by the user. Once the meter is installed, the customer's monthly bill will be determined based on the usage shown by the meter.

- C. In those cases where the connection is to property which is in a residential development which has received substantial funding from Orange County as an affordable housing project consistent with the Orange County Long Term Affordability Policy, there will be a monthly charge established in the rate schedule for a fund for the perpetual inspection and maintenance of any pump station serving the development.

VII. COUNTY'S RESPONSIBILITY AND LIABILITY

- A. The County will run a service line from its collection line to the property line, except as provided in Article IX, relating to extensions of the system.
- B. All plumbing installed by the user for connection to the system will be installed according to the North Carolina State Plumbing Code and will be permitted, inspected and approved by Orange County.
- C. The County is not liable for damage of any kind resulting from sewage or its collection from the user's premises, unless such damage results directly from negligence on the part of the County. The County is not responsible for any damage done or resulting from any defect or operation failure in the plumbing installed by the user, or in any fixtures or appliances on the user's premises. The County is not responsible for negligence of third persons in the installation or operation of the System. The County is not responsible for damage caused by forces beyond its control or for the interruption of service caused by forces beyond its control.
- D. Except in the case of an emergency, the user will be notified in advance of any anticipated interruption of service. In the case of an emergency the user will be notified as soon thereafter as possible of the interruption of service.

VIII. USER'S RESPONSIBILITY

- A. The user is responsible for payment of all monthly service charges incurred in connection with sewer service. The owner of the premises to which services are delivered is responsible for all charges as provided for in the Sewer Easement and Agreement. If a delinquent user is not the owner of the premises to which services are delivered, the payment of the delinquent account will not be required before providing services to the premises at the request of a new and different tenant or occupant of the premises except as provided in Article IV.3. of the Rules.
- B. The user is responsible for installing all plumbing and apparatus necessary to connect to the County's service line and for connecting all plumbing and apparatus to the County's service line. Provided, however, no such connection shall be made without a permit to do so issued by the County and upon such terms and conditions as the permit prescribes.
- C. All plumbing and apparatus installed by the user will be installed and maintained at the user's expense in accordance with the County's rules and regulations and any other State or local requirements.
- D. The user will exercise reasonable care and will be responsible for the exercise of reasonable care by anyone on the user's premises with the user's permission over any portion of the County system located on the user's premises. Authorized County representatives will be permitted by the user to access the user's property in

order to inspect, as needed, portions of the County's system located on the premises of the user.

- E. The user will be responsible for the cost of necessary repairs or replacement of lost or damaged property of the County which is part of the System or used in the operation and maintenance of the System which repair or replacement is caused by or results from the negligence or wrongful act of the user, the user's agents or employees. Likewise any damage or injury to persons or property which occurs on the premises of the user and which is caused by or results from the negligence or wrongful act of the user will be the sole responsibility of the user.
- F. The amount of any such loss or damage or the cost of repairs or replacements will be, when applicable, added as a charge to the user's account which charge will be added in full to the user's next statement unless other arrangements are made which are satisfactory to the County.
- G. Should the user's plumbing service line or other apparatus belonging to the user be damaged in such a way as to allow groundwater, stormwater, or surface water to enter into the County's collection system, the user will be responsible for any repairs necessary to keep the groundwater, stormwater, or surface water out of the County's collection system. Upon notification from the County that such a condition exists, the user will have 45 days to make the repair. A County official will need to verify by inspection that the repair has been made. Should the user not make the required repair within the time allowed, the County will repair the user's system and add the cost of the repair to the user's next statement, as outlined in Section VIII (F.).
- H. Should the user's plumbing service line or other apparatus belonging to the user be damaged in such a way as to allow wastewater from the user's residence or business to be deposited outside the collection system, e.g. a leak onto the ground, the user will be responsible for any repairs necessary to make the system whole. Upon notification from the County that such a condition exists, the user will have 45 days to make the repair. A County official will need to verify by inspection that the repair has been made. Should the user not make the required repair within the time allowed, the County will repair the user's system and add the cost of the repair to the user's next statement, as outlined in Section VIII (F).

IX. EXTENSIONS OF THE SYSTEM

System extensions to serve undeveloped land may occur, but only as follows:

- A. All such extensions must be consistent with the overall System plan as adopted from time to time by Orange County. All such extensions must be approved by the County Engineer.
- B. Extension of the System to new developments can only be approved by the County Engineer if all zoning, subdivision, land use plan and comprehensive plan regulations of Orange County or the Town of Hillsborough, if applicable, are met. With respect to subdivisions, the subdivision preliminary plat must be approved by the County or the Town, if applicable, which preliminary plat shall include approved preliminary plans for the System extension. Planned development plans which include System extensions must include approved preliminary plans for the System extension.
- C. All System extensions must be consistent with Goal 9.3 of the Orange County Land Use Plan which goal "prohibit[s] the establishment of public water and sewer services in the areas designated water quality critical areas, except to address

emergency situations” and with any Water and Sewer Policy of the County adopted as part of its Comprehensive Plan.

- D. All System extensions shall be installed according to and in compliance with approved plans.
- E. Construction of System extensions will be inspected by Orange County at intervals determined by the County. The person seeking System extension agrees to permit access to the System and the System extension for inspection purposes. User connections to the System will only be permitted after the extension of the System is finally approved in writing by Orange County.
- F. Upon the completion of the System extension the owner/developer will convey by deed or other appropriate instrument all portions of the System extension, including but not necessarily limited to right-of-way easements, collection lines, service lines, stub-outs, permits, pump stations and equipment, plumbing facilities and hardware. All System extensions will be at no cost to Orange County.
- G. Except as provided in Section VI.C. of these Rules, all System extensions requiring one or more pump stations will require the system extension applicant to pay for an inspection and maintenance fund for the perpetual inspection and maintenance of the pump stations required for the System extension. The amount to be paid and the terms of payment shall be established by Orange County and incorporated into the Sewer Extension Agreement/Contract between the System extension applicant and Orange County.

X. ACCESS TO PREMISES OF A USER

- A. It will be necessary for the safe and efficient operation of the System for duly authorized agents of the County to have access at reasonable times to the premises of the user for the purpose of installing, removing, inspecting and otherwise maintaining portions of the System and for the purpose of reading and testing meters and for any other purpose in connection with the installation, operation and maintenance of the System. Each user and property owner upon whose property any portion of the system or connections to it is located recognizes this need and by making application for sewer services grants authority to authorized agents of the County for this purpose.
- B. The Sewer Easement and Agreement includes a grant to the County of an easement for the purposes described in that agreement. Each user and owner by making application for sewer services acknowledges the easement and the rights described in that easement.

XI. CHANGE OF OCCUPANCY

The owner of premises which is served by the System is ultimately responsible for notifying the County or its duly authorized agent of any change in the occupancy of his/her premises. Any change in the use of the premises which is connected to the System will be communicated to the County and the Town of Hillsborough for prior approval as described in Article II of these rules and regulations.

XII. METER READING – BILLING – COLLECTING

- A. Orange County and, if applicable, its billing and collecting agent’s records will be the basis for all charges for service. All users are encouraged to maintain receipts

and other payment information and to bring any discrepancies in the user's records and the County's records to the attention of the billing and collecting agent of the County immediately so that corrections, if any, can be made. The specific procedures to be followed in the event a user believes there has been a billing error are described in Article XIII.

- B. Meters will be read and bills rendered in accordance with the policies established by the County and any agency with which the County may contract. The County reserves the right to vary the dates or length of time covered by any statement, temporarily or permanently, if necessary for the efficient operation of the System.
- C. Statements for sewer service will be computed on the basis of the published rate schedule then in effect.
- D. Charges for sewer service commence when connection to the System is complete as prescribed and described in the Sewer Easement and Agreement.
- E. Each sewer connection will be separately metered and will be maintained as a separate account.
- F. Monthly statements will be mailed on or about the date the user's water meter is read, if there is a meter, or the same date each month as determined by the County's billing and collecting agent where there is no water meter. Payment is due when the statement for sewer service is received and delinquent 20 days after the water meter reading date. If payment is not made within 20 days after the water meter reading date, sewer and water service will be discontinued. Statements will be sent to the address of the user as it appears on the application for service made by the user. It is the user's responsibility to immediately notify Orange County and its billing and collection agent of any change in this address. The user's failure to receive any statement or notice when it is addressed to the user at the address contained in the application or a new address provided to the County and its billing and collection agent shall not be a basis for forgiving discontinuation of service.
- G. Filling Swimming Pools or Fountains: User's filling swimming pools or fountains with metered water from their plumbing system may request to have the volume of water used to fill their pool or fountain excluded from their sewer bill. The request needs to be made and approved before the pool or fountain is filled, otherwise it will not be granted. If the request is approved, the volume of water used to fill the pool or fountain must be measured by taking before and after readings on the user's water meter OR by measuring the size of the pool or fountain and the depth of water added. The request must be made to the County's billing and collection agent and approved by the County.
- H. Leak Adjustment Policy: The County has a Leak Adjustment Policy. Please see the entire policy in Attachment B of this resolution.

XII. DISCONTINUATION OF SERVICE

- A. When service is discontinued, the deposit made by the user will be applied toward settlement of any unpaid account. Any balance will be refunded to the user. If the deposit is not sufficient to cover the outstanding account balance, the County and its billing and collection agent may proceed to collect the balance in the manner provided in the Sewer Easement and Agreement or in any other manner provided by law for the collection of a debt.
- B. The County, in addition to prosecution as provided by law, may discontinue and permanently refuse service to any user or property owner who tampers with a meter or sewer connection which sewer connection has been approved by the County.

Any sewer connection not approved by the County may be disconnected by the County and service refused to those participating in the unauthorized connection or its use.

XIII. COMPLAINTS – ADJUSTMENTS

- A. If a user believes any statement of charges to be in error, the user may present a claim in person to the billing and collection agent of the County before the statement becomes delinquent. Any such claim made after the statement has become delinquent will not be effective in preventing discontinuation of service as provided in these rules and regulations. The user may pay such statement under protest and the payment will not prejudice the claim in case an error is found. Adjustment will thereafter be made for any such error.
- B. Request for special meter readings or tests will be governed by the rules and regulations established for that purpose by Orange County and its agents.

XIV. RETURN CHECK FEE

Each check for payment is accepted subject to collection. The normal policies of the County's billing and collection agent regarding returned checks shall be followed. All fees collected, provided they do not exceed those permitted by law, shall be the property of the County's billing and collection agent.

XV. ABRIDGEMENT OR MODIFICATION OF RULES

- A. No promise, agreement or representation of any employee of Orange County will be binding upon the County unless it is agreed upon in writing, signed and accepted by the duly authorized officers of the County which authorization must be accomplished by resolution of the Board of County Commissioners.
- B. No modification of rates or any of these rules and regulations may be made by any agent of the County. Any modification of rates and these rules and regulations will be accomplished by resolution of the Board of Commissioners of Orange County.

XVI. ADOPTION OF RULES

Until further resolution of the Orange County Board of Commissioners, the rules and regulations set out above are adopted as of the date below and become effective on and after November 19, 1985.

Upon motion made by Commissioner Moses Carey, seconded by Commissioner Shirley Marshall the foregoing resolution was adopted by the Orange County Board of Commissioners this the 19th day of November, 1985.

Amended by resolution of the Orange County Board of Commissioners on the 1st day of March, 1988.

Amended by resolution of the Orange County Board of Commissioners on the 15th day of November, 1988.

Amended by resolution of the Orange County Board of Commissioners on the 19th day of October, 1999.

Amended by resolution of the Orange County Board of Commissioners on the 2nd day of June, 2009.

Amended by resolution of the Orange County Board of Commissioners on the 4th day of November, 2010.

ATTACHMENT A

Amended 6/02/09

NOTE: This rate schedule is subject to change based on up-to-date projections of the actual cost of operations and capital needs.

	Date of Implementation			
<u>Rate</u>	<u>July 2009</u>	<u>July 2010</u>	<u>July 2011</u>	<u>July 2012 and beyond</u>
Base Charge – Every customer pays this regardless of usage (minimum charge)	\$7.25	\$10.16	\$14.12	\$19.62
Charge per 1000 gallons (or any portion thereof)	\$6.30	\$8.82	\$12.26	\$17.04

Attachment B
Added 11/04/2010

Leak Adjustment Policy

1. In the event of a leak which causes the customer's sewer bill to be larger than normal, a customer is allowed a 50% leak adjustment on one of their sewer bills per year. If the customer can show that the leaked water did not enter the sewer system, for instance if the leak was caused by a burst pipe under the house, the customer will be eligible to have that month's sewer bill adjusted to the average amount of their past twelve months of usage. This adjustment is allowed only once per year. For example, if a customer had a leak on 6/22/09 and had another leak on 5/10/10, an adjustment would not be allowed. The next adjustment would not be allowed until 6/23/10.
2. To qualify for the adjustment, the customer must provide to both the County and its billing and collection agent a copy of the plumber's bill or receipts for parts purchased to repair the leak or a letter from the person who repaired the leak explaining what he/she repaired and the date of the repair.
3. The adjustment for the leak is not allowed until the usage has decreased to the normal usage as determined by the County and its billing and collection agent.

NORTH CAROLINA

ORANGE COUNTY

ADDENDUM TO MARCH 24, 1988 SEWER BILLING AND COLLECTING AGREEMENT

THIS ADDENDUM to the March 24, 1988 Sewer Billing and Collecting Agreement between ORANGE COUNTY, NORTH CAROLINA, hereinafter referred to as County, and ORANGE-ALAMANCE WATER SYSTEM, INC., hereinafter referred to as Contractor, entered into this 15th day of November, 1988:

WITNESSETH:

Paragraph 6 of the March 24th Agreement is deleted in its entirety and replaced by the following:

6. The Contractor shall collect a deposit for each account established for the System. Accounts shall be established by the Contractor upon receipt of a copy of an approved application for service from the County and the receipt of the required deposit from the customer. The amount of the deposit shall be equal to twice the minimum charge for sewer service according to the rate schedule in effect at the time application for service is made. The deposit shall be paid either in full at the time an application for service is made or in a maximum of three equal consecutive monthly installments, the first of which must be paid when an application for service is made. The deposit shall be kept by the Contractor for the County and applied toward settlement of the account upon disconnection from the System. Any balance of the deposit after settlement of the account shall be refunded to the customer by the Contractor.

WITNESS our hands and seals on the date first above written.

ORANGE COUNTY, NORTH CAROLINA

By:

Moses Carey, Jr., Chair
Orange County Board of
Commissioners

ATTEST:

(OFFICIAL SEAL)

Beverly Blythe
Clerk to the Board of
Commissioners of Orange County

ORANGE-ALAMANCE WATER SYSTEM, INC.

By:

Turner Forrest
President of the Board of Directors