

# Tuckaseegee

## Water & Sewer Authority

## Water & Sewer Allocation Policy

# **TUCKASEIGEE WATER & SEWER AUTHORITY**

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### **Article I. DEFINITIONS OF TWSA CUSTOMER**

“Customer” as the term is used in this policy, shall mean an owner, or other person or entity exercising legal incidence of ownership or possession in a single-family living unit or a commercial unit connected to water and/or sewer service who has paid a user bill during the past twelve (12) months prior to adoption of the policy.

The term “customer” shall also mean an owner, or other person or entity exercising legal incidence of ownership or possession in a single-family unit or a commercial unit that has been approved for water and/or sewer allocation by TWSA, has paid all of the capacity assurance charge as invoiced and due (reference to Sections 4, 5, 6 and 7) and is in the process of connecting to the water and/or sewer service.

### **Article II. APPLICATION PROCEDURE FOR ALLOCATION**

Applications must be submitted in person at the main TWSA office. Receipt of applications will be noted by date and time. Applicants will be required to initial the application to verify that the date and time of receipt is correctly noted. Incomplete application will not be noted as received or processed until all necessary information is provided. Failing systems currently within the TWSA service area will receive tip priority and TWSA will reserve capacity from general allocation to accommodate such failing systems. A letter from the Jackson County Health Department is required as verification of a failing system. The board of directors will semi-annually determine the amount of allocation to be set aside for failing systems.

## Article III. EXISTING SERVICES

### Section 3.01 Metered Water and/or Sewer Accounts

#### (a) New Application required if Account is not maintained in Current Paid Status

Metered water and/or sewer accounts must be maintained in a current monthly paid status at all times. If payment is not received within twenty-five (25) calendar days from the date of the invoice for the monthly charge, water and sewer service will automatically be deemed to be relinquished by the customer and service will be disconnected and allocation will not be available for reconnection unless the customer submits a new application for water and/or sewer service.

The invoice to the customer for the monthly charge will contain a statement as follows:

**“IF YOU FAIL TO PAY THE MONTHLY CHARGE WITHIN TWENTY-FIVE (25) CALENDAR DAYS FROM THE DATE OF THIS INVOICE YOU WILL HAVE RELINQUISHED YOUR ALLOCATION FOR WATER AND/OR SEWER SERVICE AND YOU WILL BE REQUIRED TO SUBMIT A NEW APPLICATION IF YOU DESIRE SERVICE.”**

TWSA will notify the person(s) listed in the customer account file by certified mail, return receipt requested, at the time the allocation is deemed to be relinquished.

#### (b) Disconnection at Request of Customer

For metered water and/or sewer accounts, water and/or sewer service may be temporarily disconnected at the request of the customer. However, in order for water and/or sewer allocation to be available when the customer requests reconnection, the customer must pay a monthly minimum usage charge for each month the water and/or sewer service was disconnected.

The monthly minimum usage charge shall be at a reduced rate for water and/or sewer as set forth in TWSA’s existing rate schedule.

If payment is not received within twenty-five (25) calendar days from the date of the invoice for the monthly minimum usage charge, water and sewer service will automatically be deemed to be relinquished by the customer and will not be reconnected unless the customer submits a new application for water and/or sewer service.

The invoice to the customer for the monthly minimum usage charge will contain a statement as follows:

**“IF YOU FAIL TO PAY THE MINIMUM MONTHLY USAGE CHARGE WITHIN TWENTY-FIVE (25) CALENDAR DAYS FROM THE DATE OF THIS INVOICE YOU WILL HAVE RELINQUISHED YOUR ALLOCATION FOR WATER AND/OR SEWER SERVICE AND YOU WILL BE REQUIRED TO SUBMIT A NEW APPLICATION IF YOU DESIRE SERVICE.”**

TWSA will notify the person(s) listed in the customer account file by certified mail, return receipt requested, at the time the allocation is deemed to be relinquished.

### **Section 3.02          Unmetered Water and/or Sewer Accounts**

Unmetered or fixed rate water and/or sewer accounts must be maintained in a current monthly paid status at all times or the allocation will automatically be deemed to be relinquished by the customer and the service will be disconnected and allocation will not be available for reconnection unless the customer submits a new application for water and/or sewer service.

The invoice to the customer for the monthly charge will contain a statement as follows:

**“IF YOU FAIL TO PAY THE MONTHLY CARGE WITHIN TWENTY-FIVE (25) CALENDAR DAYS FROM THE DATE OF THIS INVOICE YOU WILL HAVE RELINQUISHED YOU ALLOCATION FOR WATER AND/OR SEWER SERVICE AND YOU WILL BE REQUIRED TO SUBMIT A NEW APPLICATION IF YOU DESIRE SERVICE.”**

TWSA will notify the person(s) listed in the customer account file by certified mail, return receipt requested, at the time the allocation is deemed to be relinquished.

### **Section 3.03          Change in Ownership within Twelve (12) months After Allocation is Relinquished**

For existing metered and unmetered water and/or sewer accounts for which allocation has been relinquished and when a change in ownership of the property occurs within twelve (12) months after the allocation has been relinquished, and the new owner is not the customer or property owner for which the allocation was relinquished, the allocation shall be restored upon payment to TWSA of a monthly minimum charge equal

to one (1) month minimum usage invoice for each month water and/or sewer service has been relinquished commencing with the thirteenth (13<sup>th</sup>) month.

### **Section 3.04      Additions or Expansions to Existing Services**

Additions or expansions to existing commercial buildings connected to the water and/or sewer systems will not be allowed unless an additional application for allocation has been made and approved and payment has been received by TWSA for the connection fee at the current connection rate. Change of service for commercial units must stay within the current allocation class and amount. The proof of sewer certification provided for the Jackson County Building Inspection Office or the Town of Sylva Building Inspection Department or any other municipality will state the purpose of the approved addition and size.

Additions or expansions to existing residential units connected to the water and/or sewer systems require an additional application for allocation, approval and payment to TWSA of connection fees at the current rate prior to issuance of a proof of sewer certification for the Jackson County Building Inspection Office or the Town of Sylva Building Inspection Department. The proof of sewer certification provided for the Jackson County Building Inspection Office or the Town of Sylva Building Inspection Department or any other municipality will state the purpose of the approved addition and the size.

Allocation for a specific use is granted to a property identified by the parcel identification number (PIN) assigned by the Jackson County Land Records Department. The customer may request a change of use for the property not to exceed the approved allocation and within the same allocation class. If the requested change of use calculates to an increase in allocation or change in class then the additional allocation must be purchased and the transfer request will be treated as a new application. Then applicant will be required to follow the application procedures as outlined in Section 2.

Allocation is assigned to property identified by the assigned PIN number on the approved application. No allocation will be transferred from one property to another unless it meets the criteria of the Water and/or Sewer Transfer Policy.

## **Article IV. ALLOCATION RELINQUISHED FOR FAILURE TO PAY INITIAL INVOICE FOR APPROVED ALLOCATION**

Applicants will be invoiced by first class mail for charges for an approved allocation. The initial invoice for approved allocation must be paid within thirty (30) calendar days of the invoice date or the invoice will be voided and the allocation will be automatically deemed to be relinquished. If the payment is not received within thirty (30) calendar days from the invoice date and the applicant desires allocation, then the applicant must submit a new application.

## **Article V. ALLOCATION GRANTED WHILE UNDER SPECIAL ORDER OF CONSENT**

Renegotiation of the Special Order of Consent (SOC) issued by the North Carolina Department of Environment and Natural Resources (NCDENR) allows Tuckasegee Water & Sewer Authority (TWSA) to sell an additional 350,000 gallons per day (gpd). The additional 350,000 gpd allows TWSA to operate wastewater treatment plant (WWTP) #1 at the 1.5 million gallons per day (mgd) design capacity. The 350,000 gpd is the total capacity available for sale by TWSA until the 3.5 mgd upgrade of WWTP #1 is completed in 2011. TWSA's board of directors has established the following allocation criteria to ensure that sewer will be available in the service area until the completion of the upgrade.

As of the date of receipt of the amended SOC, TWSA shall allot for sale 115,000 gpd per year for three (3) years. The break down by classification for the first year is as follows:

### **Schedule 5.1**

- **Single Family homes with failing systems** **12,000 gpd**
- **New Single Family homes** **24,000 gpd**
- **Government buildings** **10,000 gpd**
- **Multi-Family & Commercial** **69,000 gpd**

Semi-annually, prior to May 1<sup>st</sup>, and again prior to November 1<sup>st</sup>, TWSA's Board will review the allocations granted for the past six (6) month period and determine if adjustments are appropriate and to establish the allocation by classification for the next six (6) months.

## **Article VI. CAPACITY ASSURANCE**

### **Section 6.01 Capacity Assurance Charges for Construction Projects**

Capacity assurance charges for water and/or sewer allocations granted for construction projects prior to March 18, 2008 will be invoiced for a monthly per unit charge at the current user rate.

Capacity assurance charges for all water and/or sewer allocations after March 18, 2008 will be invoiced based on full use of the allocated gallons of capacity (Current basic minimum user fee which includes the gallons specified in the current approved fee schedule, plus additional gallons invoiced at the current rate per thousand for the allocation purchased).

The capacity assurance charges initial due date will be determined based on the following:

*(a) For the purposes of this policy, the "Project Clock" begins upon the payment of fees to Tuckasegee Water & Sewer Authority for a project specific water and/or sewer allocation as described in the invoice provided.*

*(b) The "Project Timeline" will be documented as a "Maximum Duration" for the project as expressed in days in the invoice provided and shall include time for the following items;*

- 1) Preconstruction Activities – Depending on the complexity of a project, the ownership type and funding methodology involved there are varying requirements for work that must occur after an allocation of water and/or sewer is purchased but before construction can commence. Types of items accounted for in this include permits, bidding processes, funding approvals and etc. This policy accounts for such.
- 2) Construction Activities – The time that is required to construct the project based on planned use, size and construction type.

- 3) Adverse Weather Delays – The durations for construction activities as stipulated in this policy include and allowance of time losses for normal weather patterns. Any claim of project delays for exceptional weather conditions must be documented by an independent third party professional (Engineer, Architect or Construction Manager) on a monthly basis and in a form acceptable to Tuckasegee Water & Sewer Authority. Only documented time losses for activities on the project “Critical Path” will be allowed, and then only for time that is in excess of the “Normal Weather Days” which are as follows (Based on NOAA Data for Asheville).

**NORMAL CONSTRUCTION DAYS LOST TO WEATHER, BY MONTH**

▪ JANUARY	8 DAYS
▪ FEBRUARY	6 DAYS
▪ MARCH	6 DAYS
▪ APRIL	7 DAYS
▪ MAY	5 DAYS
▪ JUNE	8 DAYS
▪ JULY	7 DAYS
▪ AUGUST	5 DAYS
▪ SEPTEMBER	6 DAYS
▪ OCTOBER	3 DAYS
▪ NOVEMBER	5 DAYS
▪ DECEMBER	7 DAYS

- (c) *For the purpose of this policy the “Project Clock” shall stop upon “Substantial Completion” and physical connection of the new facility to the Tuckasegee Water & Sewer Authority Point of Delivery (Water meter and/or sewer tap) along with notice being given to begin billing for the services. This connection may predate issuance of a “Certificate of Occupancy” by the local Code Official, and the account shall be billed for actual consumption beginning at this point.*



**Section 6.02      Schedule**

**(a) Residential Single – Family Construction**

**1) 0 – 2,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....30 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days
- c) *Total Duration – Maximum -*.....180 Days

**2) 2,001 – 5,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....30 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days  
*Excess SF – 30 Days / 1,000 SF, NTE 90 days total*
- c) *Total Duration – Maximum -*.....270 Days

**3) 5,001 or more Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....45 Days
- b) *Construction Activities (Inc. Normal Weather)*.....270 Days  
*Excess SF – 30 Days / 1,000 SF, NTE 90 days total*
- c) *Total Duration – Maximum -*.....455 Days

**(b) Commercial/Institutional/Multifamily Construction**

**1) 0 – 2,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....30 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days
- c) *Total Duration*.....180 Days

**2) 2,001 – 5,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....30 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days  
*Excess SF – 20 Days / 1,000 SF, NTE 60 days total*
- c) *Total Duration – Maximum -*.....240 Days

**3) 5,001 – 10,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....45 Days
- b) *Construction Activities (Inc. Normal Weather)*.....210 Days  
*Excess SF – 20 Days / 1,000 SF, NTE 100 days total*
- c) *Total Duration – Maximum -*.....355 Days

**4) 10,001 or more Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....45 Days
- b) *Construction Activities (Inc. Normal Weather)*.....310 Days  
*Excess SF – 10 Days / 1,000 SF, NTE 100 days total*
- c) *Total Duration – Maximum -*.....455 Days

**(c) Governmental Construction (Institutional type construction when special state level permits & or public bidding processes are required)**

**1) 0 – 2,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....60 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days
- c) *Total Duration*.....210 Days

**2) 2,001 – 5,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....90 Days
- b) *Construction Activities (Inc. Normal Weather)*.....150 Days  
*Excess SF – 20 Days / 1,000 SF, NTE 60 days total*
- c) *Total Duration – Maximum -*.....300 Days

**3) 5,001 – 10,000 Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....120 Days
- b) *Construction Activities (Inc. Normal Weather)*.....210 Days  
*Excess SF – 20 Days / 1,000 SF, NTE 100 days total*
- c) *Total Duration – Maximum -*.....410 Days

**4) 10,001 or more Square Feet, Gross Heated**

- a) *Preconstruction Activities*.....150 Days
- b) *Construction Activities (Inc. Normal Weather)*.....310 Days  
*Excess SF – 10 Days / 1,000 SF, NTE 150 days total*
- c) *Total Duration – Maximum -*.....610 Days

## Section 6.03 Payment of Capacity Assurance Charges

No extensions will be granted beyond the "Construction Timeline" as provided in section 6.A of this policy, except for any Tuckaseegee Water & Sewer Authority approved project delays granted for exceptional weather conditions as the policy allows.

The first capacity assurance invoice will be generated on the last day of the month in which the initial due date becomes effective. This initial due date is generated by adding the project "Maximum Duration" in days to the documented date that the fees for the project allocation are received by Tuckaseegee Water & Sewer Authority. The amount due for the first month shall be based on the number of days after the initial due date to the end of the billing cycle multiplied by the allocation purchased, billed at the current rates. All subsequent capacity assurance charges shall be likewise calculated and billed on a monthly basis.

The capacity assurance account must be maintained in a current monthly paid status. An account is considered past due when invoices are produced and the prior month has an outstanding balance. On the 25<sup>th</sup> of each month, accounts with a previous balance are considered delinquent and are subject to disconnection. For capacity assurance charges, failure to maintain the account in current standing results in the allocation being automatically relinquished. The customer will be notified by certified mail, return receipt requested, at the time the allocation is deemed relinquished. Reinstatement of the allocation requires a new application and approval for allocation of water and/or sewer and receipt of payment the impact fee at the current rate by Tuckaseegee Water & Sewer Authority. When the physical connection of the new facility to the Tuckaseegee Water & Sewer Authority Point of Delivery (Water meter and/or sewer tap) is completed and notice is given to TWSA to begin billing for the services, the capacity assurance charge is replaced with a user invoice.

If the capacity assurance charge is not paid when due and the allocation is deemed to be relinquished, the customer will forfeit all fees paid to Tuckaseegee Water & Sewer Authority up to the point the allocation is relinquished. The loss of allocation and forfeiture of fees doesn't relieve the customer of their obligation to pay the outstanding account balance including, but not limited to, capacity assurance fees. Invoices for capacity assurance fees shall include a statement as follows:

**"WATER AND SEWER ALLOCATION FOR THIS PROJECT WILL BE DEEMED TO BE AUTOMATICALLY RELINQUISHED IF YOU FAIL TO PAY THE APPLICABLE CAPACITY ASSURANCE CHARGES WITHIN 25 CALENDAR DAYS OF THIS INVOICE. IN ADDITION, YOU WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND PAY THE APPLICABLE WATER AND SEWER IMPACT FEES AT THE CURRENT RATES IF YOU STILL DESIRE SERVICE."**

## Article VII. WATER & SEWER ALLOCATION TRANSFER

Sewer Allocations for the Northern System (WWTP #1 & 2) can be transferred if the following conditions are met:

- 1) The properties, which are involved in the transfer, must be owned by the same customer.
- 2) Transfers can only be made between two vacant pieces of property. No transfer will be allowed from a property where a building structure is located and connected to sewer and/or water unless this structure is demolished. The structure must be destroyed or demolished prior to the transfer being granted.
- 3) Partial allocation will be granted from one property to another property on existing allocations currently connected to the TWSA system if the customer is willing to relinquish the rights to the remaining allocation and allow it to revert to TWSA. Should a customer choose not to relinquish the unused portion of the allocation of the property the total allocation must be transferred.
- 4) A request for transfer of sewer and/or water allocation that has been purchased but not yet connected to TWSA's system may be transferred in whole only. (This is due to the fact that allocation was purchased for a specific project. If you take part of the allocation from that project it no longer remains a viable project.) All original documents issued on the original allocation must be returned to TWSA.
- 5) Prior to transfer being granted the customer requesting the transfer must fill out an allocation transfer application and submit a \$100.00 non-refundable application fee.

The following information must be submitted for application to be complete:

- Property PIN number for both properties
- A site plan for the existing property and a site plan for the property to which transfer is requested.

**NOTE:** The allocation that is being transferred must be adequate to meet sewer demand for the property to which transfer is requested.

## **Article VIII. ALL SEWERS TO BE METERED AFTER APRIL 15, 2008**

All sewer connections to the TWSA sewer system will be metered after April 15, 2008. Meters will be provided by TWSA; however, the installation costs and cost of the meter will be the customer's responsibility. TWSA must approve the meter location prior to installation. After the initial installation the meter will be maintained by TWSA at no expense to the customer.

## **Article IX. WATER & SEWER ALLOCATION REQUIRING LINE EXTENSION**

The term "certified professional engineer" shall be defined for the purpose of this section as an engineer licensed by the State of North Carolina to provide detailed plans and specifications and to supervise the work undertaken by the customer. This definition shall in all respects be interpreted to be consistent with the provisions of the General Statutes of North Carolina, the Administrative Code of the State of North Carolina, and the rules and regulations of the North Carolina Department of the Environment and Natural Resources as the same apply to the regulation of Water and Sewer Authorities in the State of North Carolina.

For any water and/or sewer allocation that requires an extension to or from existing TWSA water and/or sewer system lines, the customer shall be required to furnish a surety bond to secure payment to TWSA for performance by the customer of the extension to completion. The amount of the surety bond shall be the estimated probable cost for the required extension including, but not limited to, any lines that will be owned by the customer. The estimated probable cost will be determined by the written opinion of the certified professional engineer for the extension project and shall take into account any and all costs of materials, equipment, labor, permits, licenses, inspections, professional engineer fees, survey fees, and any and all other costs that may be considered by the certified professional engineer to contribute to the total costs to locate, construct, and make operational the extension.

The purpose of the bond is to secure the performance by the customer of the location and construction of the extension to the intended point of a fully operational extension to TWSA's water and/or sewer system lines and without cost to TWSA.

The surety bond must be in effect prior to commencement of work on the extension project. The surety bond shall remain in full force and effect until such time as the certified professional engineer for the extension project certifies in writing to TWSA that the extension is fully operational and complete. Upon certification of completion by the certified professional engineer the surety bond shall become null and void.

The customer shall be solely responsible for the cost of the surety bond and the opinions and certifications by the certified professional engineer.

**TUCKASEIGEE WATER & SEWER AUTHORITY**  
*SERVING JACKSON COUNTY*

**Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**ATTEST:**

\_\_\_\_\_

**Nancy Hoyle, Secretary**

\_\_\_\_\_

**Mike Fitzgerald, Chairman**