



CITY OF ASHEVILLE

DEPARTMENT OF WATER RESOURCES

WATER POLICIES

Revised January 26, 2010

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WATER POLICIES

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I. **GENERAL**

A. **General Provisions**

1. **Power**: These Policies are adopted by the City of Asheville.
2. **Effectiveness**: These Policies were revised and restated effective the 11th day of April, 2016 and supersede all rules, regulations, and policies adopted by the Water Department, the City, Buncombe County or Henderson County which are or may be in conflict with these Policies.
3. **Amendments**: These Policies, including the Schedules attached hereto, may be amended, supplemented or deleted from time to time by a majority vote of the City Council acting in formal session. Such alterations, amendments or additions when effective, shall have the same force and effect as these Policies.
4. **Scope**: These Policies are a part of any and all contracts for receiving water service from the City and apply to any and all services received from the City, in as full and ample manner as if the same were expressly set forth in each contract, agreement, application, understanding or otherwise, whether oral or written.
5. **Precedence**: These Policies shall apply to all water services provided by the City of Asheville, except as they may apply to the Cane Creek District and then only to the extent that they are expressly contradicted by the Henderson County Policies.
6. **Variance**: Under special circumstances on a case by case basis, the City Council may deviate from the terms of the Policies for good cause shown by motion duly passed by the City of Asheville acting in formal session.
7. **Severability**: If any provision of these Policies or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application, and to this end, the various provisions of these Policies are declared to be severable.
8. **Titles**: Titles used in the Policies are for convenience only and shall not be considered in interpreting their meaning or scope.

B. **Definitions**

As used in these Policies, unless the context shall otherwise require, the

words defined in this paragraph shall have the meanings herein ascribed:

1. Applicant: A Person applying for water from the Water System by a Letter of Commitment, Extension or Connection, or applying for a meter, meter modification or relocation who will be the Customer or who is the duly authorized agent of the person who will be the Customer.
2. AWWA: The American Water Works Association, a national association of water suppliers and related professionals with headquarters in Denver, Colorado.
3. Cane Creek District: The Cane Creek Water and Sewer District which is located in Henderson County, North Carolina, and is a municipal body created pursuant to North Carolina General Statute 162A-86, *et. seq.*
4. Capacity Charge: A wholesale customer charge that is negotiated by The Director of Water Resources as in inter-municipal agreement based on bulk water supplied.
5. City: The City of Asheville in the State of North Carolina.
6. City Council: The City of Asheville governing board.
7. Commercial Customer: Customer who uses water for commercial and business for service-providing facilities and equipment of businesses; federal, state, and local governments; and other private and public organizations. Commercial Sector is defined as small scale manufacturing business establishments, including hotels, restaurants, wholesale businesses, retail stores, warehouses, storage facilities, and health, social and educational institutions
8. Connection: A physical tap onto the Water System to allow a Customer to receive or use the Water Supply.
9. Consumer: The actual user of water service, whether or not the Customer.
10. County: The County of Buncombe or Henderson in the State of North Carolina.
11. Customer: Any and all Persons who contract for water services from the City of Asheville; an owner of the Premises or any portion thereof when the Premises is leased or rented to more than one tenant and water services are provided to more than one tenant and are measured by the same meter; and any and all other persons legally responsible to the City

of Asheville for payment for water services.

12. Customer's Water System: The water supply lines, pumps, fixtures and other plumbing appurtenances not part of the Water System located after the Connection and used by the Customer to receive or use the Water Supply
13. Developer: The owner of a Development or his duly authorized agent.
14. Development: A parcel of land, including any single-family subdivision that is being developed to the extent that water service is desirable to realize its full potential.
15. Director: The Director of Water Resources Department of the City or his duly authorized agent or representative.
16. Extension: A construction, alteration or expansion of water lines and other appurtenances, which become or may become a part of the Water System.
17. GPD: Gallons per day.
18. GPM: Gallons per minute.
19. Henderson County Policies: Rules and regulations applicable only to the Cane Creek Water and Sewer District
20. ISO: International Organization for Standardization.
21. Letter of Commitment: A letter from the Director authorizing the reservation of some quantity of the Water Supply at a designated location as set forth in Section II.B.1. of the Policies.
22. Manufacturer Customer: A Manufacturer customer typically contains food processing, manufacturing, high tech, metal processing, and pulp and paper firms. In particular, it includes fixed pieces of equipment, buildings or complexes used to produce goods in connection with, or as part of, any process or system to manufacture goods in large quantity.
23. Main: A two (2) inch or larger water supply line used to transport the Water Supply through which the City intends to serve multiple Customers.
24. Mobile Home: A manufactured housing unit designed for transportation on its own chassis which may be placed on a temporary or semi-

permanent foundation.

25. Mobile Home Park: Any Premises where more than one Mobile Home or motor home is used as a dwelling.
26. Multi-Family Residential Customer: A customer connection that includes two or more single family residences feeding from the same meter. RE: master metered apartments and condominiums, metered developments, etc...
27. North Carolina Department of Environmental Quality; Division of Water Resources; Public Water Supply Section: The regulatory agency overseeing the operation of public water supplies in the State of North Carolina.
28. Person: Shall mean any person, partnership, corporation, association or other legal entity.
29. PIN Number: Property Identification Number used to identify a parcel of land.
30. Policies: These Policies of the City of Asheville and all duly adopted amendments and additions thereto.
31. Premises: The real property and any improvements as described in the most recent application for water service approved by the City of Asheville. If there exists no application for water service approved by the City for real property receiving water service, then the Premises shall be as described in the deed for the real property recorded in the Office of the Register of Deeds in the county where the real property has its own separate Property Identification Number (PIN) and is located immediately prior to the date when water service from the Water System is first provided to the real property by the City, and any improvements thereon at the time the City first provided water service.
32. Private Fireline: A water line that is part of a Customer's Water System used exclusively for the purpose of furnishing fire protection to a premises.
33. Public Water System: A public water system (PWS) is a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen service connections or regularly serves at least twenty-five individuals.
34. Service Line: A pipeline transporting the Water Supply from any Main to a water meter and/or meter box by which the City of Asheville

measures or intends to measure water consumption at a Premises.

35. Service Area: The water service area shall consist of those areas where the Water System is located within the City, Buncombe County, Henderson County, the Cane Creek District, and where the Water System is proposed as shown on the most recent Master Plan approved by the City of Asheville.
36. Schedule I: Schedule of fees, rates or payment locations attached hereto and all duly adopted amendments and additions thereto.
37. Single Family Residential Customer: A metered customer connection that feeds one single family home, dwelling, or unit.
38. Sullivan Acts: Accepted North Carolina State Laws that directly affect the operations and financial management of the City of Asheville Water Resources Department. Laws require that the City not charge differential rates to water customers based on political jurisdiction; that if water is available, connection and extension of the water system cannot be denied; and that all funds earned by the water fund must be spent on encumbrances related to the operation, maintenance, and improvement of the water system and water fund.
39. Utility Billing Statement: A statement from the City which includes a charge for water service and which may also include charges for one or more of the following: (i) services from the Metropolitan Sewer District and (ii) recycling, sanitation, or any other services provided by or collected by the City.
40. Water Resources Department: The Department of Water Resources of the City of Asheville.
41. Water Supply: The potable water furnished by the City through the Water System to Customers and/or Consumers.
42. Water System: The Water Supply and all property constituting water sources, facilities, equipment and appurtenances between and including the water source and a connection for each premises including, without limitation, valves, pumps, pipes, mains, service lines, meters, conduits, tanks, receptacles, fixtures to produce, treat, transport, store or account for water intended for public consumption by the City of Asheville. The Water System is owned by the City and maintained and operated by the City of Asheville.
43. Wholesale Customer: A customer that has a bulk water agreement in the form of an agreed upon capacity charge and distributes City water for

resale to its own customers. Wholesale customers are municipality or government owned and operated.

Cross-Connection Control Definitions

44. Language: Whenever the context shall admit or require, the singular shall include the plural, words used in the plural shall include the singular, words used in the masculine shall include the feminine and neuter, words used in the feminine shall include the masculine and neuter, and words in the neuter shall include the masculine and feminine.
- 45 Air Gap Separation - An unobstructed vertical distance through the atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other assembly and the flood level rim of the receptacle. An approved vertical air gap separation shall be at least double the diameter of the supply pipe. In no case shall the air-gap be less than one (1) inch.
- 46 Approved Devices- Certified in writing by the Foundation for Cross Connection Control & Hydraulic Research of the University of Southern California (USC FCCCHR) as an acceptable assembly or methodology for the purpose of backflow prevention and included on the list of approved assemblies maintained by the City of Asheville.
- 47 Backflow - Any flow of water, mixtures of water and other liquids, gases or other substances into the public water supply from any other source due to a cross-connection, auxiliary intake, interconnection, back pressure, back-siphonage, any combination thereof, or other cause.
- 48 Back pressure - Any pressure on any source of water other than the public water supply, which may be greater than the pressure on the public water supply and may result in a reversal of the normal direction of flow.
- 49 Backflow Prevention Assembly - An approved effective in line testable device used to prevent backflow from occurring in the potable water supply. The type of assembly required shall be based on degree of hazard, existing or potential.
- 50 Back-siphonage - Any circumstance in which the pressure on the public water supply may be reduced to the point that the elevation and atmospheric pressure on a source of water other than the public water supply may result in a pressure to be greater than the pressure on the public water supply and may result in a backflow.

- 51 Certified Tester - A person who has proven his/her competency to test, repair, overhaul and make reports on backflow prevention assemblies as evidenced by certification of successful completion of a training program approved by the Director.
- 52 Customer - Any person, firm, or corporation responsible for any property at which water from the City public water supply is received; without regard to whether the City is aware of the existence of such customer. In the absence of other parties or the failure of other parties to accept the responsibilities herein set forth, the owner of record shall be ultimately responsible.
- 53 Customer's Water System – Any water system commencing at the point of delivery and continuing throughout the customer's plumbing system, located on the customer's premises, whether supplied by public, potable water or an auxiliary water supply. The system or systems may be either a potable water system or an industrial piping system.
- 54 Customer's Potable Water System – That portion of the privately owned potable water system lying between the point(s) of use and/or isolation protection. This system will include all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, store, or use potable water.
- 55 Containment - Preventing the impairment of the potable water supply by installing an approved backflow prevention assembly at the service connection.
- 56 Contamination - The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of water.
- 57 Cross-connection - Any physical connection between a potable water supply system and any other piping system, sewer fixture, container, or assembly, whereby water or other liquids, mixtures, or substances may flow into or enter the potable water supply system.
- 58 Cross-Connection/Backflow Inspector – An employee of the City of Asheville designated by the Director to administer, implement and enforce the provisions of this policy.
- 59 Degree of Hazard - The evaluation of the potential hazard (see definition of hazard) as defined in NCAC Title 15A.

- 60 Double Check Valve Assembly (DCVA) – An in-line testable assembly composed of two (2) single, independently acting, approved check valves, including tightly closing shutoff valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve. This assembly shall only be used to protect against moderate hazard conditions.
- 61 Double Check Detector Assembly (DCDA) – A specially designed assembly composed of a line-size approved double check assembly with a specific bypass water meter and a meter sized approved double check valve assembly. The meter shall register in cubic feet accurately for only very low rates of flow and shall show registration for all rates of flow and have a remote reading device installed per City of Asheville specifications. This assembly shall be used to protect against a non-health hazard (i.e., pollutant).
- 62 Estoppels Certificate – A legal document required to be executed and recorded by the owner/developer of a project in certain rare cases where existing site conditions make it unfeasible to comply with the installation requirements of the backflow prevention assembly outlined in this policy.
- 63 Hazard: Moderate (Non-Health) - An actual or potential threat to the physical properties of the public or the consumer's potable water system, or of a contamination which would have a protracted effect on the quality of the potable water system.
- 64 Hazard: High (Health) - An actual or potential threat of contamination or pollution of a physical or toxic nature to the public potable water system or the consumers potable water system to such a degree or intensity that there would be a danger to health.
- 65 Health agency - The North Carolina Department of Environmental Quality.
- 66 Irrigation – Any system for the purpose of delivering water to vegetation, water features, fountains, ponds, etc.
- 67 Isolation - The act of confining a localized hazard within a plumbing or distribution system by the use of an approved backflow prevention method or device.
- 68 Parallel Installation – Two service lines, served by a single meter with two backflow prevention assemblies installed of the same type.

- 69 Point of Delivery – The point of delivery shall generally be at the property line of the customer, adjacent to the public street where the City’s water mains are located; or at a point on or off the customer’s property where the meter is located. The point of delivery for all fire line connections shall be considered as the point where the isolation valve is located, generally adjacent to the public water mains. The customer shall be responsible for all water piping, control assemblies and other appurtenances located on the customer’s side of the point of delivery.
- 70 Potable Water - Water from any source which has been investigated by the North Carolina Department of Environment and Natural Resources and which has been approved for human consumption.
- 71 Private Water System – Any pipe, system of pipes and other associated facilities that are not part of the public water and are used in whole or in part to convey, move, or receive water, regardless of the source(s) of water in such system.
- 72 Protected Cross-Connection – Any physical connection or other condition, which does not permit backflow because containment has been achieved.
- 73 Public Water System – The potable water system owned, maintained and operated by the City of Asheville. This system includes all transmission and distribution mains, lines, pipes, connections, storage tanks and other facilities used to produce, treat, convey, or store potable water for public consumption or use.
- 74 Reduced Pressure Principle (RPZ) Assembly - An in-line testable assembly containing within its structure a minimum of two (2) independently acting, approved check valves, together with an automatically operating pressure relief valve. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow, the pressure between the checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharge to atmosphere, shall operate to maintain the pressure between the checks at less than the supply pressure. The unit shall include tightly closing shut-off valves located at each end of the assembly and each assembly shall be fitted with properly located test cocks. This assembly shall be used to protect against high hazard conditions.
- 75 Reduced Pressure Principle Detector Assembly (RPDA) - A specially designed assembly composed of a line-size approved reduced pressure

principle assembly with a specific bypass water meter and a meter sized approved reduced pressure principle assembly. The meter shall register in cubic feet accurately for only very low rates of flow and shall show registration for all rates of flow and have a remote reading device installed per City of Asheville specifications. This assembly shall be used to protect against a health hazard (i.e., contaminant).

- 76 Service Connections - The terminal end of a service connection from the public potable water system, or in the absence of a complete service connection, the point at which water leaves the public water system and enters a private water system.
- 77 Vacuum Breaker (Atmospheric Type; AVB) - An assembly used to prevent back-siphonage - subjected to static line pressure.
- 78 Vacuum Breaker (Pressure Type; PVB) - An assembly suitable for continuous pressure, to be used to provide protection against back-siphonage.
- 79 Water Resources Department (WRD) – Operations department of the City of Asheville which handles all day-to-day operations of the public, potable water supply & system.
- 80 Water Supply: Approved - The term “approved water supply” shall mean any public potable water supply, which has been investigated and approved by the North Carolina Department of Environmental and Natural Resources. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, the North Carolina Department of Environmental and Natural Resources has reserved the final judgment as to its safety and potability.
- 81 Water Supply: Disapproved - The term “disapproved water supply” shall mean a water supply, which has not been approved for human consumption by the North Carolina Department of Environmental and Natural Resources.

C. **City of Asheville’s Responsibilities**

1. Powers - General: The City of Asheville is vested with and shall exercise all powers of the City, the Counties and Cane Creek District with respect to the supervision, regulation and control over the Water System, water operations and rates. These powers shall include, without limitation, authority to determine Extension policies; to expand the Water System to enable the City to meet its annexation obligations; fix and revise rents, rates, fees, assessments and other charges for use of the Water System

water services and facilities; acquire, lease, construct, improve, maintain and operate the Water System; acquire in the name of the City any real property or in its own name or the name of the City any personal property as the City may deem necessary for the acquisition, improvement, and maintenance of the Water System; make and enter into contracts and leases; receive and accept in the name of the City any grant or contribution; and terminate water service to any Customer or Consumer for non-payment of water charges or other violation of these Policies.

2. Litigation: The City of Asheville shall institute and/or defend all litigation affecting its powers and duties which relate to the Water System and the property and rights connected therewith or incidental thereto. The Water Resources Department shall immediately report to the City's attorney if any legal process is served on the Water Resources Department, and/or the City, in a manner affecting the powers, duties, properties, or trusts of the City.
3. Limited Liability: The City of Asheville shall not be liable for any losses, injuries, incidental or consequential damages related in any way to the maintenance and or operation of the Water System except for its affirmative negligence, and then only to the extent of its insurance coverage.
4. Failure to Provide Service: Notwithstanding the provisions of I.C.3 of these Policies, the City shall not be liable to Consumers, Customers, or any other Person for the failure to furnish water for any purpose or any conditions, or for the quantity, quality, pressure or rate of the water furnished, or for any damage that may result from the shutting off of water, even though no notice of the shutting off of water shall have been given to the Customer, Consumer or any other Person.
5. Insurance Claims: Any and all claims against the City for injuries or damages in any way related to the Water System and/or its operation, which claims are covered by the City's policies of insurance, shall be referred to the City's Risk Management Office.
6. Report of Claims: The Director shall maintain a file containing the name of each claimant, the amount of the claim and a summary of the basis of the claims, for all claims related to the Water System whether or not covered by insurance.
7. Eligibility for Service: Subject to the availability of water, any person residing in or doing business within the City's Area of Service shall be eligible to apply for water service from the Water System. The application shall be considered in accordance with the provisions of these Policies, the Buncombe and Henderson County Policies (if applicable) and

in all other respects with all the rules, regulations and procedures prescribed by the City.

8. Annexation Obligations: The Water Resources Department shall meet the need to expand the Water System to enable the City to fulfill its annexation obligations for water services.
9. Out of Service Area: The City of Asheville has no responsibility to provide water service to Premises located outside of the Service Area. However, upon request, the City may extend the Water System to serve Premises outside the Service Area when the City determines that it is in the best interest of the City or Buncombe or Henderson Counties. Due to the passage of Sullivan Acts I, II, & III, and Amendment, the City may not refuse water service to any customer within the service area.
 - a. All Persons to whom water services are furnished by the City of Asheville shall be subject to the regulations, Policies and resolutions of the City of Asheville and all such Persons agree, as a condition to such service, to be governed by the provisions of these Policies, the Buncombe and Henderson County Policies (if applicable) and all other regulations made by the City at any time for the maintenance, control and protection of the Water System and Connections therewith.
 - b. Any Person outside the Service Area who seeks an Extension or Connection to the Water System must make an application for such Extension or Connection to the Director. The Applicant shall provide all information which the Director deems necessary to determine whether the request for the Extension or Connection is feasible.
 - c. The responsibility for and the entire cost of extending the Water System to Premises outside the Service Area shall be borne by the Person requesting the Extension or Connection.

D. **Contracts**

1. Execution: Subject to these Policies and the rules and regulations of the City and State, the Director has the right in the name of the City to acquire, lease as lesser or lessee, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate the Water System or any part thereof within the City's area of responsibility and make and enter into contracts, leases and agreements necessary or incidental thereto per current City policies.
2. Authorized Capital Projects: If the City of Asheville has previously

approved and budgeted a specific capital project relating to the construction, improvement, extension, repair, maintenance or operation of the Water System, the Director, City Manager, or City Council acting in formal session may make and enter into any contracts and/or agreements in the name of the City necessary or incidental thereto per current City of Asheville purchasing and contract rules and regulations.

3. Maintenance Projects: The Director may make and enter into contracts and/or agreements in the name of the City of Asheville necessary for the improvement, repair, maintenance or operation of the Water System, even though any such improvement project had not been previously approved of and/or budgeted by the City, per current City of Asheville purchasing and contract rules and regulations.
4. Contracts Executed by Director: Any and all contracts executed by the Director in accordance with Paragraphs 2 and 3 hereinabove shall be maintained in the files of the Director to be produced upon the request of the City.
5. City Contracts: Copies of all contracts executed in the name of the City shall be transmitted to the City Clerk for his/her records.
6. Emergency Repairs: The Director is authorized to sign any and all contracts and/or agreements which, in his discretion, are necessary to abate or repair an emergency situation arising out of the use, operation, maintenance, construction or repair of the Water System, if such emergency situation is believed by the Director to adversely affect the health or welfare of the public. The Director shall diligently use every effort to notify the City Manager as soon as possible before or after any such emergency contract is executed. Every effort shall be made to comply with purchasing and contract rules and regulations; however, standard purchasing and contract rules and regulations may be waived in order to ensure public safety and continued operation of the Water System.

II. WATER AVAILABILITY

General: There are (2) distinct processes for the determination of City of Asheville Water Availability for new customers. Commercial and Residential application for water service for individual, or up to (4), taps and meters 1-inch and less shall utilize the “Water Availability Application Small Projects”. Projects which require any of the following: extension of the Water System, meters larger than 1-inch, more than (4) meters of any size, or a fire-line connection with any size domestic water service shall follow the “Letter of Commitment Process and Application (Large Projects)”.

A. Water Availability Application Small Projects

1. Application: At locations approved by the Director, currently the Development Services Department located at 161 South Charlotte Street, an applicant seeking City of Asheville water service shall complete the “City of Asheville Water Availability and Meter Application.
2. Processing Fee: The applicant shall pay to the Director a non-refundable processing fee in the amount set forth in Schedule I attached to these Policies for processing and investigating the Applicant’s request.
3. Duration and Transferability of Approved Application for Water Service through a Permanent Metered Connection (1-inch and less): Sixty (60) Day Duration: If, within sixty (60) days after the date of the approved application for Connection, all applicable fees for application, service and the Connection have not been paid, the approved Connection application shall be null and void.

B. Letter of Commitment Process and Application Large Projects

Commitments of Water Availability (for non-single family and commercial taps Greater than 1 inch taps)

1. Request: An Applicant desiring to reserve a specified amount of water from the Water System at a designated location owned or to be purchased by the Applicant prior to connecting to System at such location may request a Letter of Commitment from the Director as to the availability of water at the designated location.
2. Required Letters: An applicant seeking extension of the Water System, a metered connection larger than 1-inch, more than (4) metered connections of any size, or a metered connection of any size in conjunction with a requested fire-line connection shall be required to obtain a Letter of Commitment.
3. Application: Any request for a Letter of Commitment shall be in writing, shall identify the Applicant by name and address, and include a detailed location of the Premises or Development to be served, applicable fees, a general site plan or sketch plan of the proposed project, the purpose for which the water is to be used and an estimation of the proposed maximum water consumption by GPM and GPD for a period of at least five years or such other period of time as the Director may reasonably request. Projects shall include a fixture unit analysis of the peak domestic water demand. The sketch plan or application shall indicate whether or not the proposed facility will be sprinkled.

4. Processing Fee: At the time of requesting a Letter of Commitment the Applicant shall pay to the Water Resources Department a non-refundable processing fee in the amount set forth in Schedule I attached to these Policies for processing and investigating the Applicant's request.
5. Approval: If approved and issued by the Director or his/her designee, a Letter of Commitment may be issued if the City's current water supply and existing operating conditions reasonably allow adequate water service to meet the Applicant's proposed consumption. Without limiting the right of the Director to refuse to issue a Letter of Commitment if in his opinion it would adversely affect the Water System and/or Water Supply, the Director shall not issue any Letter of Commitment if, in the judgment of the Director, the projected volume of water requested by the Applicant would thereby adversely affect the supply of water to existing Consumers and Customers or would unduly tax the available raw or finished water supply.
6. Reserved Supply: If a commitment is approved by the Director, the Director shall issue a Letter of Commitment to the Applicant obligating the City to supply a designated amount of the Water Supply, describing the location for which the designated amount of the Water Supply is committed, limiting the purpose for which the Water Supply may be used, and specifying the rate of delivery of the designated Water Supply by GPM and GPD. If the applicant of a Letter of Commitment has not applied in writing for an Extension or Connection within one (1) year from the date of the Letter of Commitment, the Letter of Commitment shall be null and void, of no further notice and effect. The Applicant may request a new Letter of Commitment as provided in this Section II.
7. Duration: The Letter of Commitment permits the Applicant to extend the public Water System, as defined in the Letter of Commitment, provided that engineering plans are approved with the issuance of an Authorization to Construct by the City of Asheville Water Resources Department within one (1) year of the date of the Letter of Commitment and provided issuance of Certificate of Acceptance of construction by the City of Asheville Water Resources Department occurs within one (1) year following date of Authorization to Construct. Failure to comply with these time constraints will cause the Letter of Commitment to become null and void, of no further force and effect. The Applicant may request a new Letter of Commitment as provided in this Section II upon payment of the fees set forth in Schedule I. Prior to the expiration date, the Applicant may request, in writing, a one (1) year extension of a Letter of Commitment at the same location for equal or less water demand.
8. Transferability: A commitment of water availability as set forth in a Letter

of Commitment is transferable by the Applicant upon written notice of the transfer by the Applicant to the Director identifying by name and address the Transferee. However, the terms of the Letter of Commitment shall not be altered as a result of a transfer, except solely to substitute the identity of the transferee for the Applicant.

9. Limitation of Liability of Commitment: If a Letter of Commitment is approved by the Director, it is understood that the rate of delivery of the Water Supply by GPM and GPD committed by the City is limited to the request made by the Applicant. The Applicant is solely responsible for the planning, engineering, or architectural design necessary to determine the purpose(s) and rate(s) of delivery of water required for the size and type of project proposed, including conformance with building and/or fire code requirements. A Letter of Commitment shall not be materially amended for the benefit of Applicant after it is issued. Any material change sought by Applicant must be obtained by Applicant submitting a new request for a Letter of Commitment as set forth in Section II of these Policies. Neither the Director nor the City assumes any liability whatsoever if a subsequent request for a Letter of Commitment is denied.

III. CONNECTION POLICY

A. General

1. Unauthorized Use: It is unlawful for a person to have any Connection or to take any water from the Water System without first obtaining written permission to do so from the Water Resources Department. The right to take water from the Water System may be granted only by written permit and approval, and no Connection may be made or modified for any purpose unless a written permit shall have been obtained in advance from the Water Resources Department authorizing the use for and manner in which water is taken from the Water System. An unauthorized Connection or taking of water from the Water System may result in the termination of water service to the violator, as well as the application of all other penalties, civil or criminal, as provided by law. N.C.G.S.14-151 is incorporated herewith in support of this paragraph.
2. Connections: All Connections in their entirety, including the replacement and repair of pavement and sidewalks, shall be made by the Water Resources Department or a duly licensed North Carolina utility contractor specifically authorized by the Director for a specific Connection, except for Extensions approved in writing by the Director and whose installation is also approved in writing by the Director.
3. Non-Obligation: The receipt by the Water Resources Department or the Director of an application for a Connection or for water service in general,

regardless of whether or not accompanied by a deposit, shall not obligate the City to render the requested service.

4. Location of Connections: Connections from a tap to a meter shall be installed perpendicular to the public right-of-way or easement within which the water line is located. Meters and meter boxes shall be set within or immediately adjacent to (in public right-of-way) the Premises being served, except for approved off-site meters as described in Section V.D.2
5. Water Meter Size: Notwithstanding the request by the Applicant, the Director may determine the appropriate size and type of water meter for a Connection.
3. Disputed Ownership: Whenever application is made for service to Premises in which there is a dispute as to the ownership or right to occupy the Premises, the City may:
 - a. Treat the Applicant in actual possession of the Premises as being entitled to such service, irrespective of the rights or claims of other persons; or
 - b. Withhold service, pending a judicial or other written settlement of the dispute satisfactory to the City.
4. Connection Permit: If an application for Connection is approved by the Director or his/her designee, the same shall signify such approval by signing and dating the Connection application form, with approved application form and any addenda thereto shall constitute a permit for Connection.
5. Consumption Increase: Any Customer served through an existing meter who wishes to increase water consumption in excess of then approved maximum consumption, must make application for a determination of Water Availability in substantially. This application shall be submitted to the Director along with a processing fee as set forth in Schedule I. This application will be reviewed and denied or approved in writing by the Director.
6. Approval: Applications for Connections shall be approved in writing by the Director.
 - a. Adequacy of Existing Supply: Prior to providing any new Connection, the Director shall determine the adequacy of existing

water supply, flow, line sizing and pressure to the Applicant's Premises. If it is determined that the water supply, pressure or line sizing is inadequate or the proposed Connection will adversely affect existing Customers, the application shall be denied. This shall not limit the right of the Director to disapprove any Connection application for other reasons which in his judgment are for the benefit of the Water System or Customers.

B. Connection with Fire Hydrants

1. Policy: This Policy shall not apply to the use of the Water Supply through fire hydrants for the purpose of extinguishing a fire in an emergency. It is otherwise the policy of the City to deny permission to use water from fire hydrants connected to the Water System except when authorized in writing by the Director. Upon receipt by the Director of an Applicant's application and written approval by the governmental body that owns the fire hydrant for the Applicant to use the fire hydrant described in the application. The Director may grant permission for the use of the Water Supply from the fire hydrant when in the opinion of the Director there is not another high volume water source reasonably available to the Applicant. The Applicant's use shall be temporary and reasonable in nature and duration. The use of water shall be metered with a backflow assembly attached as required by the Director. The Applicant's purpose shall be reasonable and the projected volume of water to be used will not adversely affect the supply of water to existing Customers or Consumers.

2. Application: The written application for a permit to use water from a fire hydrant connected to the Water System shall be made at least three (3) days prior to the first date Applicant intends to withdraw water from the fire hydrant. Application shall be made on a form supplied by the Director and shall set forth:
 - a. The name and address of the Applicant;
 - b. The location of each hydrant Applicant proposes to use;
 - c. The length of time each fire hydrant will be used.
 - d. Applicant's purpose for water use;
 - e. The proposed consumption in GPM and GPD; and
 - f. Such other information as the Director may require.

3. Service Fees: The Applicant shall make payment in advance for the use of a fire hydrant meter. Applicant's payment will be comprised of a non-refundable processing fee and security deposit if meter is immediately available as set forth in Schedule I. An additional monthly rental fee will be charged for any hydrant meter that is in use for 15 days or more as per Schedule I. When the hydrant meter along with the attached backflow

assembly is returned in good condition to the Water Resources Department, the security deposit, less a charge for the water used as set forth in Schedule I attached hereto, will be refunded. If the hydrant meter or backflow assembly is damaged and or lost, all or part of the security deposit shall be forfeited to repair and or replace the hydrant meter or backflow assembly, at the discretion of the Director. If the cost of repair / replacement exceeds the deposit, the Applicant shall pay those costs exceeding the deposit remaining.

4. Connection by Water Resources Department: All approved applications for temporary use of water from a fire hydrant shall be provided through a fire hydrant meter. At the request of the customer, a Water Resources Department employee will assist in the initial installation and use of a fire hydrant meter. This assistance will include instruction on the installation of the fire hydrant meter as well as in the proper operation of a fire hydrant, upon obtaining the hydrant meter. Fire hydrant meters will not be installed unless and until proper backflow prevention equipment is in place to be provided by the Water Resources Department, or it is determined in writing by the Water Resources Department that the use of the fire hydrant meter does not pose a threat of backflow. Otherwise, any use of a fire hydrant meter without proper backflow prevention devices or methods will result in immediate loss of the fire hydrant meter use privileges and/or such criminal sanctions and/or civil remedies as provided by applicable law. Hydrant meter connections shall not be allowed on “Red top” hydrants or hydrants exhibiting less than 500 GPM flows.

5. Continual Use Permit: When in the opinion of the Director an Applicant states reasonable grounds in the Application to withdraw water to transport to another location from more than one fire hydrant on a continuing basis for more than twenty-four hours, the Director may grant the Applicant a written permit to do so for up to six months upon the following conditions:
 - a. In addition to the information contained in the fire hydrant Connection application set forth, the Applicant shall set forth the number of tanker trucks or other vehicles that the Applicant proposes to use, and a description of each, including, without limitation, each vehicle by model, license number, and water storage capacity;

 - b. For each tank truck or other vehicle to be used, the Applicant shall make a refundable cash deposit in an amount equal to the then current cost of a water meter multiplied by the number of trucks or other vehicles upon which a meter is to be installed;

 - c. The Applicant shall have a water meter on each tank truck or other

vehicle, and each meter shall be sized by the Water Resources Department. There shall be installed an approved and effective backflow preventer or approved air gap on each tank truck or vehicle which shall be subject to inspection and approval by the Operator Responsible in Charge of Backflow or a Asheville Water Resources Backflow Inspector. This backflow preventer shall be capable of being tested and shall be maintained in good working order by the Applicant. Each tanker truck or other vehicle shall be made available to the Water Resources Department at least monthly or at such other regular intervals as the Director may require and at a date, time and location set by the Director for meter reading.

- d. The Applicant shall be charged a monthly water bill computed on actual consumption and based on the water rates set forth in Schedule I attached hereto. Monthly fire hydrant meter bills that are not paid are subject to fines and fees set in Schedule I and are ultimately subject to cut off and repossession of the fire hydrant meter by the Water Resources Department.
- e. Applicant shall pay the Service Fee and security deposit set forth in Section III B.3 of these Policies. The deposit will not be refunded until each meter has been returned to the Water Resources Department in good operating condition. If a meter is not returned in good operating condition, the cost of repair or replacement shall be deducted from any deposit. Also, all outstanding water charges of Applicant shall be paid prior to refund of the deposit, and any balance due shall be deducted from the deposit.
- f. The Applicant acknowledges to the City that the persons who will do the actual attachment of the tank truck or other mode of transportation to the fire hydrant have been adequately trained in the operation of fire hydrants and that they will at all times be supplied with proper tools required to prevent damage to the fire hydrant. The Applicant shall indemnify and hold harmless the City and the governmental body who owns the fire hydrant for any damage to a fire hydrant and any other costs or expenses in any way related thereto, including reasonable attorney's fees caused by Applicant, Applicant's employees, agents or equipment. Any damage to a fire hydrant shall be repaired by the Water Department and billed to the Applicant at the actual cost of repairs plus thirty percent. Any balance owed for such repairs or other loss or expense to the City or the governmental body who owns the fire hydrant shall be paid prior to the refund of the deposit, or in the alternative, shall be deducted from the deposit before refunding

the balance.

- g. A copy of the continual use permit shall remain on each approved tank truck at all times and shall be subject to review by the Water Resources Department upon request.

6. **Connection and Use by Fire Department:**

- a. Except in an emergency fire event, no fire department may withdraw water from public fire hydrants attached to the Water System without giving the Director or his designee advanced notice and receiving approval to do so.
- b. After any use of a fire hydrant, the responsible agency shall notify the Director or his designee in writing of the estimated water usage on the form approved by the Water Resources Department.
- c. Water drawn by any Fire Department either through a metered connection or fire hydrant for domestic purposes will be charged to the appropriate agency or department at the applicable rate set in Schedule I.

7. **Connection and Use by Water Resources Department:** Water can be drawn from fire hydrants by the City of Asheville Water Resources Department for water system maintenance and flushing at no charge for water consumption. Water drawn from the water system for maintenance must be tracked and reported either through a hydrant meter or approved tracking method and reported on a weekly basis. Direct connections to system maintenance equipment must be protected for backflow Section VI. Cross-Connection Control Policy.

8. **Penalty:** Failure to comply with this section or the unauthorized use of water from a fire hydrant may result in the immediate termination of water service to the person obtaining water illegally or in an unauthorized manner, and shall subject the person to all other penalties, civil or criminal, as provided by law.

9. **Termination of connection with hydrant:** The Director reserves the right to immediately discontinue service to any hydrant meter connection that poses a threat of backflow contamination or may have an adverse effect on the supply of water to existing Customers or Consumers.

D. **Maintenance and Repair of Approved and Installed Connections:**

1. Except as otherwise noted, the City of Asheville shall be responsible for the repair and maintenance of the Connection, Service Line, and Meter after installation for as long as water service to the Customer served by the Connection is not terminated as set forth in these Policies and is in active use. Single Family Residential water services shall be deemed inactive if the Water Supply to a Premises has zero consumption per month for any consecutive period of more than two (2) years. The City may cease maintenance and repair responsibility for the Connection and any Service Line to such Premises. If an Applicant applies for water service to a Premise after the City has ceased repair and maintenance responsibility for the Connection, and the Connection or any Service Line is not suitable to provide water service in the opinion of the Director, then the Applicant may be required to apply for a new Connection at the Applicant's expense. The minimum charge to activate an existing water service that is inactive shall be the cost of a drop in meter minus the development fee as provided in Schedule I of these Policies. If a new tap is required, the Customer must pay the current full tap and meter fee minus the development fee per Schedule I. For water services larger than 1-inch, these services shall be inspected by the Water Resources Department any time there is activity on the Premise requiring building/zoning permits from either the City of Asheville, Buncombe or Henderson County. Existing services that do not meet current City of Asheville Standards at that inspection shall be upgraded to current standards at the expense of the Applicant. Upgrades to current Standards will also include payment of development fees for inactive accounts.
2. The owner of a Premises shall obtain written approval from the Director before performing grading, landscaping, construction of driveways, or other activities that may adversely affect a Connection or Service Line, including the meter box, or access thereto. Any and all costs and expenses to repair or gain access to any Connection or Service Line shall be paid by any and all persons whose activities or actions caused the need for repairs or revised access.

IV. EXTENSION POLICY

A. Application

1. No Extension shall be accepted without written approval of the Extension by the Director through a Letter of Commitment issued prior to any construction of the Extension. An Applicant for an Extension shall submit to the Director a written request for a Letter of Commitment signed by the Applicant and identifying the Customer by name and address. If Applicant requests water service, which, in the determination of the Director, will impose a demand in excess of the capacity of an existing Main or other water supply line, the Director may require the Applicant to

replace the existing Main or water supply line with a new Main and/or water supply line as specified by the Director. Such replacement shall constitute an Extension to be paid for by the Applicant.

2. Engineer: A North Carolina licensed professional engineer shall prepare at Applicant's expense complete plans and specifications for any proposed Extension satisfactory to the Director and in accordance with the Asheville Water Engineering Standards Specifications.

B. GENERAL SPECIFICATIONS

1. Approval: The Director or his/her Designee shall review the application, plans and specifications for any Extension and will approve or reject them in writing.
2. Asheville Water Engineering Standard Specifications: The Mains, Service Lines, appurtenances and other facilities to be installed as part of an Extension shall be satisfactory to the Director and in accordance with recognized standards and accepted engineering practices. An Extension shall be designed and constructed to meet the anticipated growth and development in the general location it will serve, and of the Water System as a whole. Minimum design criteria and construction practices for an Extension shall be as then set forth in the City of Asheville Water Resources Department's Design and Construction Manual. These Policies shall control in the event of any conflict between these Policies and the Asheville Standard Specifications.
3. Additional Improvements: The Director may require that Applicant install extra or larger Mains, Service Lines and/or other or additional water facilities and appurtenances, including but not limited to storage tanks and pumps (hereinafter the "Additional Improvements") as part of an Extension not then necessary solely for Applicant's purposes. The City may enter into a written agreement with Applicant to reimburse the Applicant for such portion of the costs (labor and material) as shall be attributable to the Additional Improvements.
 - a. If sufficient funds for the Additional Improvements are not available to the City, the City may deny the application for an Extension unless the Additional Improvements are furnished as part of an Extension. The Applicant may thereupon agree to pay the costs of Additional Improvements without reimbursement from the City in order to proceed with an Extension.
 - b. If the City agrees in writing to reimburse the Applicant for all or a portion of the costs of the Additional Improvements, the Applicant

shall comply with North Carolina law as it applies to public construction contracts.

4. Fire Protection: The City of Asheville assumes no obligation for the adequacy of public or private fire protection service. The Applicant shall cause fire hydrants to be installed in accordance with the Asheville Water Engineering Standard Specifications and Cross-Connection Control Policy. Fire hydrants shall be supplied by the Applicant at Applicant's own cost and shall meet the minimum design requirements of the Asheville Water Engineering Standard Specifications. Connections for private fire protection may be approved by the Director, provided said Connections include the appropriate type of backflow protection and detector meter installed by the Applicant at Applicant's own cost. The Director may direct any and all fire lines to be fully metered to track any consumption of water on the fire line. All fire protection systems shall comply with Section VI: Cross-Connection Control Policy.
5. Pump Station / Control Valve Installation: A pump station / control valve station maintenance fee will be required for all new pumping station and control valve installations. The fee shall be calculated by the Director or his/her designee and shall be the sum of the following cost:
 - a. The base cost of the pumps (including the motor), pump control valve(s), SCADA, RTU panels, power generation system, electric panel, water meter, all associated plumbing and parts, and water tank, if applicable;
 - b. The present value of all utility costs for 20 years, including but not limited to electricity, telephone, and gas (natural, propane, or otherwise);
 - c. The present value of operation and maintenance costs for 20 years;
 - d. Present value costs shall use a minimum CPI (Consumer Price Index) of 3.0 percent annually for 20 years with a 4.0 percent discount rate to obtain the final pump station fee cost (rates subject to economic performance).

C. Real Property Easements and Conveyances

1. Obtained by Applicant: Mains and Service Lines may only be installed in dedicated public streets or duly recorded rights-of-way satisfactory to the City of Asheville. The Applicant will be responsible for securing and recording any easements and/or encroachment agreements necessary for an Extension on forms provided by the Director.
2. Size: An easement shall be of unlimited depth. Water Mains and Service Lines shall be placed within the permanent easement or right of way, to

allow at least ten (10) feet of distance between the outer dimensions of the line and any easement boundary. The Director may require additional easement footage based upon location, depth, slope, terrain, topography of water line as deemed appropriate to replace, repair, install and/or maintain water lines.

3. Tanks and Reservoirs: The Applicant shall convey real property in fee simple to the City of Asheville on or in which pumps or reservoirs are constructed as part of an Extension. The dimensions of the real property shall be of sufficient size to allow proper maintenance and/or repair of such water facilities as determined by the Director.
4. Easement for Future Use: When deemed necessary by the Director, the Applicant shall convey to the City one or more twenty (20) foot wide permanent easements for future expansion of the Water System, to serve adjoining property or to complete future looped Main connections with the Water System serving adjoining property.

D. Construction, Installation and Project Close-Out

1. Approved Drawings: After approval of the plans and specifications for an Extension, the Applicant shall be given a copy of the drawings and specifications (hereinafter the “Approved Plans and Specifications”) approved and signed by the DEQ’s delegated authority, which is the City of Asheville Water Resources Department. With receipt of the “Approved Plans and Specifications” the applicant shall also receive a request to establish the time and date for a mandatory pre-construction meeting.
2. Pre-Construction Meeting: The Applicant, Engineer of Record and Project Utility Contractor are required to attend the pre-construction meeting and all other involved utilities shall be invited to the pre-construction meeting by the Applicant. The City of Asheville Water Resources Department shall host the meeting. All standard construction, special construction and project close-out procedures and issues shall be addressed in the pre-construction meeting. The DEQ Authorization to Construct and all other required permits will be issued at the pre-construction meeting. After the pre-construction meeting the Applicant will have ten (10) days to commence construction of the Extension.
3. Cost: The Applicant shall be responsible for paying the entire cost of constructing the Extension, unless otherwise provided in writing by the City, including construction inspection fees. The Applicant shall construct or cause to be constructed the Extension in accordance with the Approved Plans and Specifications. During construction of the Extension and upon its completion, the Extension shall be subject to the inspection and acceptance by the Director.

4. Indemnity: By making application for an Extension, the Applicant agrees to indemnify and hold the City harmless from all loss, cost, damage, liability or expense resulting from injury to any person or property arising out of or related to the Extension.
5. Inspection: The Applicant's Engineer, at Applicant's expense, shall certify to the City of Asheville and to DEQ or its delegated authority that the Extension has been constructed in accordance with the Approved Plans and Specifications. The City's Water Resources Water Engineering Department may also make periodic observations during construction of the Extension. Provided, however, observations by any representatives of the City shall not relieve Applicant's Engineer from the inspections and certification set forth herein. The City shall have no obligation to discover or note defects in the work or design of the Extension, and shall have the right to rely exclusively on the representations and certifications of the Applicant and its Engineer.
6. Contractor: Any and all contractors or sub-contractors who perform work on the Extension must be duly licensed under North Carolina law to perform the work, and they must be approved by the Director.
7. Deviation: If, in the judgment of the Director, the Extension construction deviates from the Approved Plans and Specifications, or there is a lack of competent supervision by a contractor, the Director may refuse to accept the Extension.
8. Responsibility of Applicant: Observations of an Extension by the Director, or any other agent or representative of the City shall not imply supervision or approval of the work or materials related to an Extension. The City assumes no responsibility for the work performed or materials supplied. The Applicant is solely responsible for insuring that the Extension is completed in accordance with the Approved Plans and Specifications.
9. Project Close-Out: Prior to the final project inspection and acceptance of Extension, specific close-out documentation must be received and approved by the City of Asheville Water Resources Department. For every Extension an Owner's Certificate of Completion, Engineer's Certificate of Completion, a Contractor's Certificate of Completion and an As-Built / Record Drawing will be required. Some Extension projects may require some or all of the following close-out documents; a recorded water line easement plat, a recorded water line easement document and an Estoppel Certificate. All specific requirements for these close-out documents can be found in the City of Asheville's Water Engineering Standard Specification and Details Manual.

10. Initiation of Service: No Connections, including permanent connections or Fire Hydrant Connections, shall be placed into service before an Extension is completed and accepted by the Director, except that specific “punch list” work not affecting the quality or quantity of water service may be completed after service is initiated if approved in writing by the Director and a Letter of Credit issued by a Bank acceptable to the Director to guarantee completion of such work within a reasonable time in a manner and form approved by the City’s Attorney.

11. Economic Development Incentives: The City of Asheville will assist in the economic development efforts securing new industry to the geographic area. The City of Asheville sets forth the following policy regarding incentives to potential large volume, industrial water users considering relocation or expansion in the City’s service area unless found in conflict with Sullivan Acts I-III and Amendment by the City’s Legal Department:
 - a. Reduction of water rates for a specific time based upon a performance agreement that guarantees a set amount of water will be used on a daily basis.
 - b. Infrastructure cost sharing up to 50 percent of the total cost based upon revenues generated over a specific five-year payback period.
 - c. Qualifying industries are defined as having a minimum daily usage requirement of 250,000 gallons or 334 CCF of water and/or a five year payback period of revenues generated.
 - d. The governmental entity(s) in whose jurisdiction(s) the project locates must also be a partner in providing incentives to the project.

12. Affordable Housing and Infill Development Incentives:
 - a. The water fund will budget \$500,000 annually to be allocated to affordable housing and infill development water line upgrade and extensions throughout the water system. Funds will be available annually on a first-come, first served basis upon project participation criteria.
 - b. Budget line item will be established to transfer funds annually from the water capital improvement program funds with \$500,000 to be used on a first-come, first serve basis for infill development and affordable housing water line upgrades or water line extensions.
 - c. Single project incentive amount shall not exceed 50% of the infrastructure costs or \$100,000 (whichever is less) per project with a minimum 20-year return on investment payback. Water projects

meeting affordable housing and infill development criteria in Buncombe County and Northern Henderson County are eligible to apply for reimbursement.

- d. Funds not expended annually will be rolled over to the next Fiscal Year. Funds will be allocated to ensure \$500,000 balance is maintained annually.
- e. Approval will be based upon applicant receiving minimum score of 80 points per established criteria form. Application for consideration must be received in the same fiscal year that the project is completed.
- f. Developers must provide the City with any necessary right-of-ways or easements.
- g. Approved projects with four or fewer units that do not require water line extension may use funds to pay for water line taps and meters. These fully funded projects would not be eligible for any water fee rebates through the City of Asheville affordable housing rebate program.

E. City, or Counties Extensions

- 1. City/County Extension: Subject to the availability of adequate water and the approval of the Director, nothing in these Policies shall prevent the City or one or more of the Counties from extending Mains at their own expense, in whole or in part. Fees for Extensions initiated by the City or Counties may be waived by the Director.
 - a. An Extension will only be funded by the Water Fund to the extent that it is in conformance with these Policies. The ownership of any Main, Service Line or other water supply line constructed in this manner shall be conveyed to the City subject to the conditions contained herein.
- 2. Annexation: The Water Resources Department shall meet the need to expand the Water System to enable the City to fulfill its annexation obligations for water services. To that end, shall appropriate from water revenues the funds needed, less any grant funds, for the City to meet annexation obligations, subject to any contractual obligations or bond covenants that affect the use of water revenues.
- 3. City of Asheville Extensions: The City may authorize an Extension for any of the following purposes, subject to the availability of adequate funds and the approval of the Extension by the City: (a) Extension of a transmission Main for the benefit and purpose of the Water System as a

whole as provided in a Master Plan previously approved by the City; (b) Extension of a Main to replace an existing Main which is inadequately sized to serve existing customers, is in deteriorated condition where replacement is more practical than repair, or is of such condition as may impose a health or other threat to the quality of service of the Water System; (c) Extension of a Main to serve property where the adjoining property owners desiring to receive service by a written contract to reimburse the City over a payback period, not to exceed five years, through a special flat charge added to each of their water bills during the payback period.

F. Ownership and Maintenance

1. Owned by City: Upon completion of all Extensions and improvements related thereto in accordance with these Policies and upon their inspection approval, and acceptance by the Director on behalf of the City, all Extensions and improvements shall become the sole property of the City.
2. Deeds: Applicant shall execute any written instrument requested by the Director to convey title to and/or provide evidence of title to the Extension and improvements related thereto whether or not they are located in a public right-of-way. Such deeds or other written instruments shall be prepared, executed and recorded at the Applicant's expense, and may be subject to the approval of the City's attorney.
3. Water System: Extensions and related Improvements shall be titled in the name of the City, and they shall be a part of the Water System.
4. Accepted by City: The Extension and every related deed, contract, right-of-way and encroachment agreement shall be presented to the Director for acceptance on behalf of the City. The City's acceptance shall be in writing and signed by the Director.
5. Maintenance: Following the acceptance of an Extension and/or a Connection by the Director, the City shall have exclusive control over the Extension and/or Connection and shall be responsible for maintenance, repair and operation.
6. Warranty: By requesting the Director to accept the Extension, Applicant warrants and guarantees to the City the entire Extension and each part thereof against defective materials and workmanship for a period of twelve (12) months from the date of acceptance by the City as provided in these Policies, including, without limitation, such incidental and consequential damages as may arise from such claims.
7. Termination: The Customer's Water System shall be maintained in good

condition and repair. The Director shall have the right to discontinue service to any Premises wherein the Customer's Water System is not maintained in good condition and repair.

G. Assessment Projects (Reserved)

V. METERS

A. Charges for Metered Water Usage

Requirement: No water shall be supplied by the City to any Customer and/or Consumer except through a water meter of a style, pattern, size and quality approved by the Director.

Irrigation: G.S. 143-355.4 requires that Local government water systems and large community water systems shall require separate meters for new in-ground irrigation systems on lots platted and recorded in the office of the register of deeds in the county or counties in which the real property is located after July 1, 2009, that are connected to their systems.

Connection: The meter shall determine the quantity of water for which the Customer will be charged, unless it is determined as provided in these Policies that the meter inaccurately registered water. All applicable charges for water service or as otherwise set forth in these Policies commence no later than when the meter is connected to the Water System. Except as otherwise provided for herein, each Customer shall be charged the minimum monthly billing charge and the cost of all water passing through the meter whether the water is used, or wasted, and whether or not a Premises is occupied.

Billing: The City of Asheville shall only issue one bill per Customer per meter during a billing cycle.

B. Inspection of Meters

1. Access: Duly authorized agents of the Water Resources Department shall have complete access at all reasonable hours to the Premises for the purpose of installing or removing meters, inspecting piping or apparatus, reading or testing meters or for any purpose related to water service or any part of the Water System. Application for and acceptance of water service shall constitute consent by the Customer and Consumer to permit access to the Premises. Failure to provide reasonable and non-hazardous access to the meter shall result in termination of water services. Furthermore, failure to remove any obstructions to meter access within 10 days after written notice of the obstruction may result in fines levied by the Director and/or termination of water service.

C. Meter Tests

1. Routine Tests: The Water Resources Department may, at its own expense, make routine tests and inspections of a meter whenever the Director considers such tests necessary or desirable.
2. Accuracy: In testing meters, the water passing through a meter will be measured in accordance with the American Water Works Association (“AWWA”) Standard C700-95 and AWWA Manual M6 as subsequently amended and revised.
3. Requested Testing: A Customer may request one free meter test every 24 months in accordance with Section V.C.2. The Customer shall pay a meter testing charge in the amount set forth in Schedule I attached hereto. More than one (1) test in 24 months must be approved by the Director. If the test proves the meter to be inaccurate, then the Customer’s Account shall be credited in the amount of the testing charge
4. Data-Log Information: A Customer may request one no charge data-log report every twenty-four (24) months in accordance with Section V.C.2. The Customer shall pay a data-log fee in the amount set forth in Schedule I attached hereto. More than one (1) data-log report within twenty-four (24) months must be approved by the Director. If the data-log report proves the meter to be inaccurate, the Customer’s account shall be credited the data-log fee.

D. Ownership of Meters

1. City-owned: The City shall have title and ownership of all water meters that are part of the Water System.
2. Location:
 - a. Except as provided in subsection b. below, all meters shall be located on the Licensed Premises.
 - b. The Director of Water Resources is hereby given the authority to approve the location of water meters beyond the boundaries of the Licensed Premises in the following circumstances:
 - (1) Service to one (1) existing commercial or residential property where there is no available water line immediately adjacent to the Licensed Premises which can provide an additional service tap under the Water Policies or State regulations (“serviceable line”); or
 - (2) Service up to a maximum of four (4) proposed new subdivided

lots with approval of the Director for the purpose of a single-family residence when there is no serviceable line immediately adjacent to the Licensed Premises, provided the same property owner has not claimed another exception under this Section V.D.2. within 1000 feet of this location within the past five years, and provided the master property being subdivided into the proposed new lots, has not been subdivided from a larger tract within the past five years. All necessary easements for constructing and maintaining the private service lines must be depicted on the subject subdivision plat(s).

(3) The exception for the location of the water meter contained in this subsection b. is subject to the Customer executing a Contract with the City, binding on the Customer's heirs, successors and/or assigns, recorded at the Buncombe County Register of Deeds' Office ("Register of Deeds") and containing the following conditions:

- (1) Customer shall obtain and record with the Register of Deeds an easement agreement with each property owner through which their private water line traverses;
- (2) Customer shall obtain a perpetual encroachment agreement with the appropriate public agency controlling any public right of way over which the private water line traverses;
- (3) It shall be the responsibility of the Customer to ensure adequate fire protection is available from the local Fire Department. The City is not responsible for providing fire protection to the property;
- (4) Customer shall be responsible for leaks, consumption of water, cost of repairs, and water pressure losses beyond the water meter;
- (5) Customer shall bear all cost and responsibility to connect to a new meter on or adjacent to the Licensed Premises if a serviceable line becomes available to the Licensed Premises in the future as determined by the Director in his sole discretion;
- (6) Customer shall not sell water from the private water line to other properties; and
- (7) Any other conditions required by the Director in the director's sole discretion.

3. Removal by Director: The Director reserves the right to maintain, remove, replace, test, and otherwise exercise control over any meters for causes deemed justifiable by the Director.

4. Bypasses: In order to complete repairs or conduct tests, bypasses may be installed by the Water Resources Department around all meters one inch 1” and larger. No Person shall have a bypass around any meter without written permission from the Director. All bypass lines shall comply with Section VI Cross-Connection Control Policy. The existence of a bypass or unauthorized use of an approved bypass at a Premises without written approval of the Director shall be grounds for immediate Emergency Termination without notice to the Customer or any Persons occupying the Premises. All bypasses shall be off at all times, and if possible, locked and protected by an appropriate backflow device. Refer to Section VI: Cross-Connection Control Policy for more information.
 5. Repairs: In order to provide for accurate movement of water, the Water Resources Department shall maintain all meters with high accuracy which are read for billing purposes. Meters one inch or smaller in need of maintenance or testing will be removed by the Water Resources Department and replaced with a properly maintained and tested meter of corresponding size and type. Meters larger than one (1) inch in need of maintenance shall be repaired at the Premises, if reasonably possible.
 6. Damage: The Customer shall be financially responsible for any damage to, or loss of, the meter at his Licensed Premises caused by vandalism, malicious mischief, theft, hot water, tampering, or casualty other than ordinary wear and tear. When a meter is damaged as a result of any such causes, the Customer shall bear the entire expense of removing, repairing, resetting and replacing the meter. Furthermore, in addition to paying actual damage, if any, the Customer may also pay a penalty in accordance with Schedule I if it is determined by the Director, in his/her sole discretion, that the damage to or loss of the meter was the result of an intention, willful or grossly negligent act of the Customer.
 7. Interference: All meters shall be installed, tested, repaired and removed only by representatives of the City including, without limitation, the Water Resources Department. No Person shall tamper with a meter or take any action which will in any way interfere with or prevent the proper registration of the flow of water by a meter without the written approval of the Director. N.C.G.S.14-151 is incorporated herewith in support of this paragraph
 8. Termination: Any use of a meter other than as provided in these Policies or presence of an unapproved bypass around a meter may result in the termination of service, removal of the meter, as well as all other penalties, civil or criminal, as provided by law.
- E. Metering Requirements: Metering options may be found in the Water Engineering Design Standards Manual. All metering shall comply with Section VI: Cross-

Connection Control Policy.

F. Change in Meter Size

1. Application: Any Customer desiring to have an existing meter replaced by a meter of a different size may do so by making written application to the Director. An application to change a meter that will result in the new meter operating improperly or other than in its designed capacity or range of accuracy shall be denied by the Director.
2. Leased or Rented Premises: An application for a change in meter size may only be made by the owner of the Customer's Premises.
3. Charge: At the time that an application for a change in meter size is approved, the Applicant shall pay the fee as set forth in Schedule I attached hereto.

VI: CROSS-CONNECTION CONTROL POLICY

A Policy to Protect the Quality of the Treated Public Water Supply

A) **INTENT, PURPOSE AND CONTROL:**

1. It is the intent of this policy to eliminate the potential hazards to the potable water within the water main and water supply systems. It is also the intent to apply the principle that the degree of protection should be commensurate with the degree of hazard.
2. The purpose of this policy is:
 - i) To protect the public potable water supply of the City of Asheville against actual or potential cross-connections, backflow and back-siphonage by isolating and containing, within the premises or private property, contamination or pollution that has occurred or may occur because of some undiscovered or unauthorized cross-connection on the premises or private property.
 - ii) To eliminate cross-connections, backflow and back-siphonage or any other source of water or process water used for any purpose whatsoever which may jeopardize the safety of the public potable water supply of the City of Asheville.
 - iii) To establish a cross-connection, backflow and back-siphonage control program.
3. Cross-connection, backflow and back-siphonage control requires cooperation between the City of Asheville and the customer. The responsibilities and duties of each shall be

as set forth in this policy and other applicable regulations.

This policy will comply with the Federal Safe Drinking Water Act (P.L. 93-523), the North Carolina State Administrative Code (Title 10, Chapter 10, Subchapter 1• 0-D, Subparagraph .1006), and all other State and Federal regulations as they pertain to cross-connections with the public water supply.

B) RESPONSIBILITIES:

HEALTH AGENCY

The North Carolina Department of Environmental Quality has the responsibility for promulgating and enforcing laws, rules, regulations, and policies to be followed in carrying out an effective Cross Connection Control Program. The North Carolina Department of Environmental Quality also has the primary responsibility of ensuring that the water purveyor operates the public potable water system free of actual or potential sanitary hazards, including unprotected cross connections. They have the further responsibility of ensuring that the water purveyor provides an approved water supply at the service connection to the customer's water system and, further, that they require the installation, testing, and maintenance of an approved backflow prevention assembly on the service connection when required.

WATER RESOURCES DIRECTOR

The Director, Department of Water Resources is primarily responsible for the prevention of contamination and pollution of the public water system. Such responsibility begins at the point of origin of the public water supply and includes all of the public water distribution system, and ends at the point of delivery to the customer. The Director shall exercise reasonable vigilance to ensure that the customer has taken the proper steps to protect the public potable water system. When it is determined that a backflow prevention assembly is required for the prevention of contamination of the public system of the City, the Director shall notify, or cause to be notified, in writing the owner of any such building or premises, to correct, within a time set by this ordinance, any plumbing installed or existing that is in violation of this ordinance.

Enforcement of this ordinance shall be administered by the Director, or his designee.

WATER PURVEYOR (City of Asheville Water Resources Department)

Except as otherwise provided herein the water purveyor's responsibility to ensure a safe water supply begins at the source and includes all of the public water distribution system, including the service connection, and ends at the point of delivery to the customer's water system(s). In addition, the water purveyor shall exercise reasonable vigilance to ensure that the customer has taken the proper steps to protect the public potable water system. To ensure that the proper precautions are taken, the City of Asheville Water Resources

Department is required to determine the degree of hazard or potential hazard to the public potable water system; to determine the degree of protection required; and to ensure proper containment protection through an on-going inspection program.

When it is determined that a backflow prevention assembly is required for the protection of the public system, the City of Asheville Water Resources Department shall require the customer, at the customer's expense, to install an approved backflow prevention assembly on each service connection, to test upon approval of installation and thereafter at a frequency as determined by the City of Asheville Water Resources Department. It is the responsibility of the customer to properly repair and maintain such assembly or assemblies and to keep adequate records of each test and subsequent maintenance and repair, including materials and/or replacement parts.

As part of the delegated authority granted to the City of Asheville Water Resources Department by the North Carolina Department of Environmental Quality (NCDEQ), the Water Resources Department has the responsibility to review and approve plans for all water line extensions which will become part of the City of Asheville's public water system. The Department also has the duty to verify that construction of such extensions comply with the requirements of this policy and other applicable City and State regulations prior to installation of any backflow prevention assemblies. In addition to the civil plans, the sprinkler company and/or engineer submitting plans must also submit a sprinkler system certification letter provided by the Water Resources Department. This certification must include verification that the sprinkler company is a licensed contractor/designer/installer in the State of North Carolina, that the proposed system will use or not use chemical additives or a booster pump, and specify the type of backflow prevention assembly to be installed, including size; brand name and model number; and the backflow assembly will be installed and tested in accordance with this policy. The sprinkler system certification letter is not required when a reduced pressure principle assembly (RPZ) is installed.

The City of Asheville Water Resources Department will develop and maintain standards for installation of backflow preventers and will maintain lists of approved backflow prevention assemblies. This policy specifies the types of required backflow prevention assemblies based on the hazard of water supply contamination posed by the customer.

BUILDING INSPECTIONS

The Building Inspections Divisions of the City of Asheville and Buncombe County have the responsibility to not only review building plans and inspect plumbing as it is installed; but they have the explicit responsibility of preventing cross connections from being designed and built into the plumbing system within their jurisdiction. Where the review of building plans suggests or detects the potential for cross connections being made an integral part of the plumbing system, the plumbing inspector has the responsibility, under the North Carolina Building Code, for requiring that such cross connections be either eliminated or isolated with a backflow prevention device approved by the N.C. Building Code.

The plumbing inspector's responsibility, with respect to backflow prevention, begins at the point of delivery (downstream of the first installed backflow prevention assembly) and continues throughout the entire length of the customer's water system. The plan inspector should inquire about the intended use of water at any point where it is suspected that a cross connection might be made or where one is actually called for by the plans.

When such is discovered, it shall be mandatory that a suitable, approved backflow prevention assembly approved by the North Carolina Building Code be required by the plans and be properly installed and inspected. The primary protection assembly, for containment purposes only, shall have approval from the City of Asheville Water Resources Department.

All commercial water customers, multi-family dwellings, fire sprinkler systems and irrigation systems will be required to install backflow prevention assemblies on their water service lines. It will be the responsibility of the Building Inspectors to make applicants for building permits aware of the requirements of this policy and to contact the City of Asheville Water Resources Department for standards and approvals.

Should questions arise about the type or placement of any primary containment backflow prevention assemblies, the City of Asheville Water Resources Department shall be advised and shall make the final determination. Prior to final approval from building inspections, these backflow prevention assemblies shall be inspected by the City of Asheville Backflow and Cross Connection Inspector.

CUSTOMER

The customer has the primary responsibility of preventing pollutants and contaminants from entering the customer's potable water system or the public potable water system operated by the City of Asheville. The customer's responsibility starts at the point of delivery from the public potable water system and includes all of the customer's water system(s).

All commercial water customers, multi-family dwellings, fire sprinkler systems and irrigation systems will be required to install backflow prevention assemblies on their water service lines.

The customer, at his own expense, shall install, operate, test, and maintain approved backflow prevention assemblies on the service connections as directed by the by the Director or his/her designated agent, in accordance with the standards of the City of Asheville.

The customer will be responsible to ensure that any changes that occur due to any installation of a backflow prevention assembly on their fire line will not affect the design or hydraulic calculations of their fire sprinkler system.

The customer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three (3) years. The records shall be on a form approved by City of Asheville and shall include the list of materials or replacement parts used. Following any repair, overhaul, re-piping or relocation of an assembly, the customer shall have the assembly tested to ensure that it is in good operating condition and will prevent backflow. Tests of backflow prevention assemblies shall be made by a City of Asheville approved certified backflow prevention assembly tester.

CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER

When employed by the customer to test, repair, overhaul, or maintain backflow prevention assemblies, a certified backflow prevention assembly tester will have the following responsibilities:

The tester will be responsible for making competent assessments and for repairing or overhauling backflow prevention assemblies and making reports of such repair to the customer and responsible authorities on forms approved by the City of Asheville. All assemblies shall be tested immediately following any repair, overhaul, or replacement of the assembly, to ensure good operating condition and prevention of backflow. The tester shall include the list of materials or replacement parts used. The tester shall be equipped with and be competent to use all the tools, gauges, manometers and other equipment necessary to properly test, repair, and maintain backflow prevention assemblies. It will be the tester's responsibility to ensure that genuine manufacturer parts are used in the repair of or replacement of parts in a backflow prevention assembly. It will be the tester's further responsibility not to change the design, material or operational characteristics of an assembly during repair or maintenance without prior approval of the City of Asheville. A certified tester shall perform the work and be responsible for the competency and accuracy of all tests and reports. A certified tester shall provide a copy of all test and repair reports to the customer and to the City of Asheville's Backflow and Cross Connection Control Office within ten (10) business days of any completed test or repair work. A certified tester shall maintain such records for a minimum period of three (3) years.

All certified backflow prevention assembly testers must obtain and employ backflow prevention assembly test equipment which has been evaluated and/or approved by the City of Asheville. All test equipment shall be registered with the City of Asheville Backflow and Cross Connection Control Office. All test equipment shall be checked for accuracy annually (at a minimum), calibrated, if necessary, and certified to City of Asheville as to such calibration, employing an accuracy calibration method acceptable to City of Asheville.

All certified backflow prevention assembly testers must become re-certified every two (2) years through an approved backflow prevention certification program.

D) HAZARDOUS FACILITIES/ USES & EQUIP. AND METHODS OF CORRECTION

- 1) All commercial water customers, multi-family dwellings, fire sprinkler systems and irrigation systems will be required to install backflow prevention assemblies on their water service lines. The type of backflow prevention assembly required will be dependent upon the degree of hazard posed by the water user. The following are lists of facilities and uses identified by the City of Asheville as having potential for backflow. Other types of facilities or uses not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the City of Asheville.

DCVA = Double check valve assembly
RP = Reduced pressure principle assembly
DCDA = Double check detector assembly
RPDA = Reduced pressure detector assembly
AG = Air Gap

Assembly, factory, manufacturing, mill and/or processing plant: RP

Agriculture operations: RP

Automotive service stations, dealerships, etc:

a. No health hazard: DCVA

b. Health hazard: RP

Auxiliary water systems:

Approved public/private water supply: DCVA

a. Unapproved public/private water supply: RP or AG

b. Used water and industrial fluids: RP

Bakeries

a. No health hazard: DCVA

b. Health hazard: RP

Beauty shops/barber shops:

a. No health hazard: DCVA

b. Health hazard: RP

Beverage bottling plants: RP

Boilers and steam connections, sewer waste lines, low inlets to receptacles containing toxic substances: RP

Buildings – (Over five stories) all: RP

Canneries, packing houses, and rendering plants: RP

Chemical plants – manufacturing, processing, compounding, or treatment: RP

Church:

a. No health hazard: DCVA

b. Health hazard: RP

Coils or jackets used as heat exchangers, chillers: RP

Commercial car wash facilities: RP

Commercial greenhouses: RP

Commercial laboratories: RP

Commercial laundries:

a. No health hazard: RP

- b. Health hazard: (i.e., boilers, dry cleaners): RP
- Commercial sales establishments – department stores, malls, etc.:
 - a. No health hazard: DCVA
 - b. Health hazard: RP
- Concrete/asphalt plants: RP
- Dairies and cold storage plants: RP
- Dental offices: RP
- Dye works: RP
- Film Laboratories: RP
- Fire systems:
 - a. Non metered fire lines:
 - No health hazard: RPDA
 - Health hazard: (booster pumps, FDC, foam, antifreeze solution, etc.): RPDA
 - b. Metered fire lines:
 - No health hazard: RP
 - Health hazard: (booster pumps, FDC, foam, antifreeze solution, etc.): RP
- Fuel-oil production, storage, distributing: RP
- Funeral Home: RP
- Golf courses: RP
- Gravel/sand plants (quarry): RP
- Hospitals, medical buildings with laboratories, sanitariums, morgues, mortuaries, autopsy facilities, nursing and convalescent homes, medical clinics, and veterinary hospitals: RP
- Industrial facilities:
 - a. No health hazard: DCVA
 - b. Health hazard: RP
- Irrigation systems: RP
- Jail-correctional-detention facility: RP
- Kennel: RP
- Metal manufacturing, cleaning, plating, processing, and fabricating plants: RP
- Mobile home parks:
 - a. No health hazard: DCVA
 - b. Health hazard: RP
- Paper and paper products plants: RP
- Pest control (exterminating and fumigating): RP
- Pharmacy: RP
- Poultry house: RP
- Power plants: RP
- Print shop/Photo-copy shop: RP
- Pumps and tanks handling sewage, radioactive, lethal, or toxic substances, bacterial and viral materials: RP
- Radioactive materials of substances plants or facilities handling: RP
- Restaurants:
 - a. No health hazard: DCVA
 - b. Health hazard: RP
- Restricted, classified, or other closed facilities: RP

Rubber plants (natural or synthetic): RP

Schools and colleges: RP

Sewage and storm drain facilities: RP

Swimming pools: RP

Waterfront facilities and industries: RP

- 2) All facilities identified as “high hazard” must have a containment assembly in the form of a reduced pressure principle assembly (RPZ). The customer is responsible for installing sufficient internal isolation assemblies in compliance with the N.C. building code.
- 3) All facilities not identified as "high hazard" will be considered moderate hazard facilities. All moderate hazard facilities must have a double check valve assembly (DCVA) as a minimum containment assembly.
- 4) The Director (or his designate) may, if in his judgment an imminent health hazard exists, could have the water service to the building or premises be terminated unless an air gap is provided.
- 5) No person shall connect or cause a connection to any supply of water not approved by the North Carolina Department of Natural Resources (i.e. private wells, springs) to the City of Asheville public potable water system UNLESS PROTECTED BY A RP ASSEMBLY.
- 6) It is the standard procedure for the City of Asheville Water Resources Department to install a dual check valve assembly (NOT A BACLFOW ASSEMBLY, AS IT IS NOT TESTABLE) at the water service connection of single-family residential units.
- 7) The City of Asheville Water Resources Department shall be notified by the customer when the nature of the use of property changes so as to change the hazard classification of the property, if necessary.

E) RIGHT OF ENTRY

- 1) The Director or an authorized agent from the City of Asheville shall have the right to enter, upon presentation of proper credentials and identification, any building, structure or premises during normal business hours, or at any time during the event of an emergency, to perform any duty imposed upon him by this policy. Those duties may include sampling and testing of water or inspections and observations of all piping systems connected to the public water supply. Refusal to allow entry for these purposes will result in discontinuance of water service.
- 2) Upon request, the customer shall furnish to the Director (or his designate) any pertinent information regarding the piping system on such property where cross-connections are deemed possible.

F) NOTICE OF CONTAMINATION OR POLLUTION

- 1) A customer must immediately notify the City of Asheville Water Resources Department if the customer’s potable water system is contaminated or polluted.
- 2) A customer must immediately notify City of Asheville Water Resources Department if the customer has reason to believe that backflow has occurred from the customer’s private water system to the public water system.

G) INSTALLATION OF ASSEMBLIES

- 1) All backflow prevention assembly installations must meet requirements set by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research (USCFCCC & HR), and/or the standard details furnished by the City of Asheville, whichever is more restrictive. These standard details are maintained and available by the City of Asheville Water Resources Department. Ownership, testing and maintenance of the backflow assembly will be the responsibility of the customer. The installer is responsible to make sure the backflow assembly is working properly upon installation (must be tested by a N.C. State certified backflow inspector), and to make available all installation and testing information to the City of Asheville Backflow and Cross Connection Office.
- 2) In general, all backflow prevention assemblies shall be installed on the customer’s plumbing line beyond the water meter but prior to any branching of any plumbing lines from the common line, such that all water passing through the water meter shall also pass through the backflow prevention assembly. No water shall be permitted at any time, to bypass the backflow prevention assembly; if the customer requires or desires a bypass line to ensure continued service during backflow testing & repair, the bypass line shall include installation of a backflow prevention assembly equal in design as the first.

- 3) General guidelines for location and installation requirements are as follows:

Degree	Type of	Type of	Size of	Location	Installation
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of Hazard	Service	Backflow Prevention Device	Device	Requirements	Requirements
Moderate	Domestic	Double Check Assembly	5/8" to 2"	Within 15 feet of the water meter.	Below ground in a large meter box or above ground heated insulated enclosure.
Moderate	Domestic	Double Check Assembly	2 1/2" & above	Within 15 feet of the water meter.	Below ground in a precast drainable pit or above ground heated insulated enclosure.
High	Domestic/Irrigation	Reduced Pressure Zone Assembly	5/8" & above	Within 15 feet of the water meter.	Above ground insulated enclosure only. Horizontal installation only.
Moderate	Fire (un-metered) No FDC	Reduced Pressure Detector Assembly	2-1/2" & above	Adjacent to road right-of-way.	Above ground insulated enclosure only. Horizontal installation only.
Moderate	Fire (metered) No FDC	Reduced Pressure Assembly	2" & above	Within 15 feet of the water meter.	Below ground in a precast drainable pit or above ground heated insulated enclosure.
High	Fire (un-metered)	Reduced Pressure Zone Detector Assembly	2-1/2" & above	Adjacent to road right-of-way.	Above ground heated insulated enclosure only. Horizontal installation only.
High	Fire (metered)	Reduced Pressure Zone Assembly	2" & above	Within 15 feet of the water meter.	Above ground heated insulated enclosure only. Horizontal installation only.

- 4) In such cases where the backflow prevention assembly cannot be installed within 15 feet of the water meter due to existing site conditions and conflicts a variance may be granted by the City of Asheville Water Resources Department to locate the backflow prevention assembly to the next best available site and provided further that the property owner may need to execute an Estoppels Certificate, binding upon tenants or occupants of the building and binding upon heirs and successors in title, which shall guarantee access to the backflow prevention assembly by the Water Resources Department during daytime business hours and restricting the owner, tenant, or occupant from tapping the plumbing line between the water meter and backflow prevention assembly for any purpose. Such Certificates shall be recorded in the Register of Deeds office in the

County where the property is located. **Approval of this option will be on a case by case basis upon site visit/plans review by the City of Asheville Water Resources Department.**

- 5) All new construction plans and specifications, when required by the North Carolina Building Code and the North Carolina Department of Environmental Quality, shall be made available to the Director (or his/her designate) for approval, and to determine the degree of hazard, when in question.
- 6) Reduced pressure principle assemblies must be installed in a horizontal position and in a location in which no portion of the assembly can become submerged in any substance under any circumstances. Pit and/or below grade installations are prohibited unless otherwise approved in writing by the Director of the City of Asheville Water Resources Department.
- 7) Any installation of a backflow prevention assembly inside a building shall be at the point of delivery where the plumbing first enters the building. Backflow prevention assemblies must be **readily accessible for in-line maintenance and testing.** Adequate drainage must be provided in case of discharge when installing reduced pressure principle assemblies. The City of Asheville assumes no liability for property or other type of damage brought about by testing, repair or malfunctioning of a backflow prevention assembly installed inside a building structure.
- 8) No backflow prevention assemblies shall be installed in a manner by which it is subject to freezing. All backflow prevention assemblies installed outside shall be protected from freeze damage, by utilizing an approved heated insulated enclosure. Enclosures should meet ASSE 1060 standards as a minimum. However, systems such as lawn irrigation may be installed with unions for winterization removal.
- 9) Maximum working pressure for all backflow prevention assemblies is 175 psi. A pressure reducing valve (PRV) must be installed prior to the assembly if system pressure exceeds 175 psi. Pressure reducing valves or a single swing check as a minimum is recommended for all Reduced Pressure Principle Assemblies (RPZ). All RP assemblies 2" and larger, if not requiring a PRV, must have a UL (FM if on fire line) approved swing check valve installed prior to the backflow assembly.
- 10) All presently installed approved backflow prevention assemblies which do not meet the current installation requirements of this policy, but were approved or accepted at a time of original installation and which are being properly maintained, shall remain as installed until such a time the assembly is un-repairable or hazard changes. When it becomes necessary to replace the assembly, it must be replaced and installed in a manner consistent with the current standards set forth by this policy.
- 11) The customer shall, upon notification, install the appropriate containment assembly not to exceed the following time frame:

- a) High hazard30 days
- b) Moderate hazard.....60 days

H) TESTING AND REPAIR

- 1) Testing of backflow prevention assemblies shall be made by a certified backflow prevention assembly tester. Such tests are to be conducted upon installation and annually thereafter or at a frequency established by the City of Asheville’s policy. A record of all testing and repairs is to be retained by the customer for a minimum of three (3) years. Copies of the test records must be provided to the Water Resources Department Backflow and Cross Connection Control office within ten (10) business days after the completion of any testing and/or repair work. Failure to properly test and / or report test results shall be considered a violation of this policy.
- 2) Any time repairs to backflow prevention assemblies are deemed necessary, whether through annual or required testing, or routine inspection by the owner or by the Water Resources Department, these repairs must be completed within a specified time in accordance with the degree of hazard. In no case shall this time period exceed fourteen (14) business days.
- 3) All backflow prevention assemblies are required to be tested annually or at frequency established by the City of Asheville policy. Testing requires a water shutdown usually lasting five (5) to twenty (20) minutes. For facilities that require an uninterrupted supply of water, and when it is not possible to provide water service from two separate meters, provisions shall be made for a “parallel installation” of backflow prevention assemblies.
- 4) It shall be unlawful for any customer or certified tester to submit any record to the Water Resources Department, which is false or incomplete in any material respect. It shall be unlawful for any customer or certified tester to fail to submit to Water Resources Department any record, which is required by this Ordinance. Such violations may result in any of the enforcement actions outlined in Section XII, Enforcement.

I) FIRE PROTECTION SYSTEMS

- 1) All fire protection system connections with the public water system shall be protected with an approved backflow prevention assembly as required in this policy. All fire systems including those using chemical additives, booster pumps, facilities utilizing fire department connections (FDC), or buildings five stories or more shall be protected by an approved reduced pressure principle assembly at an approved location.
- 2) Installation of Double Check or Double Check Detector Assemblies for fire line connections is prohibited.
- 3) All unmetered fire lines shall have a detector meter with a remote reading device installed at the face of a building, enclosure or top of vault.

- 4) Private fire hydrants must be protected from backflow with a minimum approved double check assembly.
- 5) Residential fire sprinkler systems may require backflow protection depending on design and type of system. If a backflow prevention device is required it shall be installed within 15 feet of the meter on the fire line branch.
- 6) Pressure Reducing Valves (PRV) and swing checks shall be UL/FM approved when used on a fire line application.

J) IRRIGATION/SPRINKLER SYSTEMS

- 1) All irrigation systems shall be equipped with an above ground reduced pressure principle assembly.

K) CHEMICAL HOLDING TANKS & TANKER TRUCKS

- 1) No person shall fill special use tanks or tankers containing non-potable water, pesticides, fertilizers, other toxic chemicals or their residues from a public water system except at a location equipped with an over-the-rim free discharge of water or an approved reduced pressure backflow prevention assembly properly installed on the public water supply. No supplier of water shall permit the filling of such special use containers except at locations so equipped.
- 2) Any person, company, fire department or government agency or its designated representative desiring to fill tankers directly from the potable water supply shall secure a permit from the City of Asheville to do so. All tanker trucks must be inspected by the City of Asheville prior to the issuance of the permit. Permit shall be renewed on a yearly basis as a minimum. Filling of tankers shall only take place at locations approved by the City of Asheville.

L) ENFORCEMENT

- 1) The owner, manager, supervisor, or person in charge of any installation found out of compliance with the provisions of this Policy shall be notified in writing with regard to the corrective action(s) to be taken. The time for compliance shall be in accordance with Section VII & VIII.
- 2) The owner, manager, supervisor, or person in charge of any installation which remains in non-compliance after the time prescribed in the initial notification, as outlined in Section VII shall be considered in violation of this Policy, and may be charged, in

accordance with, the Fees and Charges Schedule of the City of Asheville for Backflow and Cross-Connection violations. Said charge shall be made in writing specifying the nature of the violation and the provision(s) of this Policy violated, and further notify the offender that the charge for said violation is as set forth in paragraph (3) below and is to be paid to the City of Asheville at the Customer Service Division of the City of Asheville, located at 70 Court Plaza, Asheville, North Carolina, within thirty (30) days. If the penalty prescribed herein is not paid within the time allowed, the City of Asheville may initiate a civil action in the nature of a debt and recover the sums set forth in paragraph (3) below plus the cost of the action.

- 3) Any offender who shall continue any violation beyond the time limit provided for in the aforementioned notification shall be subject to a charge of \$1000.00 per civil violation. Each day in which a violation of any provision of this Policy shall occur or continue shall constitute a separate and distinct offense.
- 4) If, in the judgment of the City of Asheville Water Resources Dept., any owner, manager, supervisor, or person in charge of any installation found out of compliance with the provisions of this Policy, neglects their responsibility to correct any violation, it may result in discontinuance of water service until compliance is achieved. Water service interruptions for non-compliance will result in a reconnection fee as presented in Schedule 1.
- 5) Failure of a customer or certified tester to submit any record required by this Policy, or the submission of falsified reports/records may result in a charge of \$1000.00 per civil violation. If a certified backflow prevention assembly tester submits falsified records to City of Asheville Water Resources Dept., the City of Asheville shall take the necessary actions to revoke certification to test backflow prevention assemblies within the potable water system for a time period not to exceed one (1) year. The tester will then be required to complete an approved certification course to acquire a new certification. Falsification made to records/reports after becoming re-certified shall result in the permanent revocation of backflow testing certification, in addition to monetary charge (as stated herein).
- 6) Enforcement of this program shall be administered by the Water Resources Director or his/her authorized representative.
- 7) Requests for extension of time for installation shall be made in writing to the Director of the Water Resources Department or his/her authorized representative. All other appeals shall be made in accordance with the following procedures:
 - a) A customer assessed a penalty charge under this section shall have the right to appeal the charge to the Director of the Water Resources Department upon making written demand, identifying the specific issues to be contended, to the Director of the Water Resources Dept. within 30 days following written notice that a charge is being levied for violation of this policy.
 - b) Unless such demand is made within the time specified herein, the customer or

- certified tester relinquishes all appeal rights.
- c) The appeal decision by the Director of the Water Resources Department shall be final and binding.
- 8) Official Record: When a final decision is issued under Section (c) above, the Water Resources Department staff shall prepare an official record of the case that includes.
- iv) All notices sent to the customer and/or certified tester
 - v) A copy of all documentary evidence introduced
 - vi) A copy of the final decision by the Director of the Water Resources Department shall be sent by certified mail to the customer and/or certified tester
 - vii) A copy of all documentation shall be maintained in a file designated by the customer and/or certified tester name

VII. FIRE PROTECTION SERVICE

A. Public Fire Hydrants

Location of Hydrants: Water used for public fire protection shall be delivered through fire hydrants. Hydrants shall be located and installed on the Water System in accordance with the Asheville Water Engineering Standard Specifications.

B. Private Fire Protection

1. General: Private protection may be provided from the Water System through Connections supplying sprinklers, standpipe, water spray, foam, yard hydrant and other fire protection systems. All Connections to a fire protection system shall extend from the Water System directly to the Customer's fire protection system and shall be used exclusively for the fire protection system with no intermediate Connections for any other domestic use.
2. Fire Protection Systems:
 - a. When a Customer's Water System includes a fire prevention or fire protection system, the Customer shall install and maintain an approved backflow protection device. The type and location of this device shall be as approved by the Water Resources Water Engineering Division during the required plan review process.
 - b. When a Customer's Water System includes a private fire hydrant located in excess of fifty feet (50') (as measured by distance in feet of pipe) from a Connection, the Customer shall install and maintain a

Double-check Valve Assembly with a detector meter at a location approved in writing by the Director.

- (1). Should the Director have cause to believe that water is being used through a Connection serving a fire protection system or hydrant for purposes other than fire protection (including unrepaired leaks), and the Customer's Water System is not equipped with a detector-check valve, then the Director may cause a detector check valve or meter to be installed in Customer's Water System at Customer's expense.
3. Fire Line Meter: All new fire lines must be metered unless a detector check meter is approved by the Director based upon property location and/or property size, e.g. existing buildings in Central Business District. If a Customer fails to properly maintain a detector-check valve, a detector-check valve is ineffective in detecting water usage, or water is being conveyed to the Customer's fire protection system or hydrant is used for other purposes than fire protection, the Director shall cause the installation of a fire line meter, approved by the Director, on Customer's Water System at Customer's expense.
4. Approval: Any and all detector-check valves or fire line meters and their location of installation shall be approved in writing by the Director.
5. Private Fire Protection Charges: Except as noted below, any fire protection service that is provided through a metered or unmetered connection shall be subject to an annual charge, payable monthly or bi-monthly based upon customer billing cycles with monthly or bi-monthly charges being equal payments totaling the annual fireline charge. The charges for various sizes of Connections for a fire protection system or hydrant are listed in Schedule I attached hereto. In addition to the annual fire protection charge, those Customers with metered Connections shall pay the standard water rate for water consumption, depending on the size of the Connection, including the minimum monthly charge and the graduated rates set forth in Schedule I attached to these Policies. The only exception to this annual fireline charge are residential sprinkler systems supplied by ¾-inch or smaller water meters. There will not be an annual charge for these systems.

VIII. CONNECTION AND SERVICE FEES

A. Initial Fees

1. Service Charge (Account Set-up Fee): A non-refundable service charge in the amount set forth in Schedule I shall be paid when a new water service account is opened for a Customer by the City. The City may open a new water service account whenever a new Customer applies for water services or an existing Customer applies for water services at a Premises other than the Premises where the Customer then receives water services. Payment of the service charge shall be made at the time a new account request is initially made, to defray the administrative costs in setting up the Customer's account.
2. Effective Period: An approved application for water service, validated only by payment of the application fee and/or service charge, is valid for only sixty (60) days after the date approval is issued. To validate the approval beyond sixty (60) days, the Applicant must begin using the water service, or must pay all connection fees and applicable development fees for a new service line.

B. Fees for New Connections and Developments

1. New Connection Fee: A non-refundable fee in the amount set forth in Schedule I shall be paid for each new Connection to the Water System to defray the costs of the physical installation of the Connection. A Premises where a stub-out Connection in good repair and has been previously authorized by the City and installed under Section IV.B.9. of these Policies, the new Connection fee shall be a "Meter Drop-In" Fee as specified in Schedule I. For all other new Connections, the Connection Fee shall be as specified in Schedule I which shall include the cost to set and install the meter, meter box, meter yolk and setter, Service Line pipe, and service tap on the Water System.
2. Development Fee: In addition to a new Connection fee, a non-refundable development fee in the amount set forth in Schedule I shall also be paid by a Customer for a new Connection. This fee is applied to assist toward defraying the costs associated with expansion of the Water System and water service. A development fee shall not be required if a new Connection is the same or smaller than an existing active Connection for the Premises which is in good repair.

C. Establishment of Fees

1. Annual Review: The fees and charges set forth in these Policies shall be approved by the City Council meeting in full session. The charges set forth herein shall be reviewed on an annual basis by the City.
2. Collection: The Director may enforce payment of an account by discontinuing water service to a Customer at any and all Premises of the

Customer without regard to the occupancy of the Premises, regardless of whether service has been terminated. If an account remains unpaid for forty-five days from the date of the first billing, the Director on behalf of the City may institute appropriate legal proceedings to collect from a Customer any arrearage on the Customer's account.

IX. CUSTOMER SERVICES

A. Application For Service

1. General: Application for water service shall be made on forms prescribed by the Water Resources Director. An application for water service shall be made in the name of and signed by the Customer or the Customer's duly authorized agent. Existing or new accounts must be in the name of a living person or an existing business. Accounts shall not be established in the name of an estate. If a landlord has three (3) delinquent tenants, applications for service and the account must be in the name of the landlord.
2. Denial of Service for Non-Payment of Prior Accounts: The Director may reject an application for service if there is any outstanding amount due the City by an Applicant. An Applicant shall not be refused service solely because an outstanding amount is owed the City by another Customer for service previously furnished to an Applicant's Premises.
3. Service Charges (Account Set-up Fee): Each Applicant for water service shall pay a service charge, or Account Set-up Fee, for setting up the Applicant's account in the amount set forth in Schedule I attached to these Policies.
4. Deposit: Each new service will be assessed a refundable deposit as indicated in Schedule 1. The deposit can be waived for evidence of good credit as follows:
 - a. Good payment history with the City of Asheville from a prior account.
 - b. Good credit history with another utility (no late payments for 2 years).
 - c. Satisfactory on-line credit check.

The deposit is refundable as a credit on the account after two years of satisfactory payment history (no late payments). If the account is terminated in the first two years with no late payments, the deposit will be applied to the final bill and any excess will be refunded to the account holder.

B. Rates

1. Establishment of Rates: The City shall review the water rates, fees and

charges at least once each year. Billing charges shall be at a specific unit rate for a particular category of Customer or specified block of use and calculated on the basis of the amount of water consumed together with a monthly or bi-monthly billing charge.

2. Minimum Monthly or Bi-Monthly Base Fee: All Customers shall pay a base fee as is set forth in the rate schedule adopted by the City of Asheville annually to recover direct billing and collection costs.

C. Meter Reading and Determination of Charges

1. Generally: Meters will generally be read monthly or bi-monthly, and bills rendered accordingly. The City reserves the right to vary this schedule if necessary or desirable in its sole discretion.
2. Two Meters on Premises: Residential customers shall have only one domestic meter per Premise.
3. One Account: Readings from different meters for different Premises shall not be combined into one account for billing purposes.
4. Two or More Renters Served by Same Meter: If two or more rental units are served by the same meter, the utility account must be placed in the owner's or management company's name.

D. Combined Utility Statement

1. Due Date: Payment of bills are due within twenty (20) days from the date of billing and shall become delinquent one (1) day thereafter. If it becomes necessary for the City to institute suit to recover a delinquent account, as provided in Section VIII.C.2 of these Policies, the Customer shall pay the City's reasonable attorney's fees.
2. Billing Address: Bills for water service will be sent to the address specified by the Customer. Mailing of a bill for water service to an address other than the Premises shall not affect the power of the Director or the City to enforce payment of charges by discontinuing service to the Premises.
3. Place of Payment: Water Resources Department employees are not authorized to accept payment for water service at the Premises. Payments shall only be made in the usual course of business at the City of Asheville Customer Services Collection window, located on the first floor of the City Hall Building in Asheville, any other designated location, through the customer's bank, via telephone, or on-line. The City of Asheville Water Resources Department does not approve any third party payment centers.

3. Return Check Policy: Any customer who has two (2) or more personal checks returned for insufficient funds during any 24 month period will be suspended from check writing privileges for a minimum of two-years from the month the last returned check was processed. During this suspension period the customer may pay with cash, certified check, money order or credit card. Any returned check for insufficient funds will be assessed a processing fee in the amount approved by City Officials or the maximum amount allowed by law.
4. Credit Card Charges: Customers paying their bill using a fraudulent credit card and the credit card company reclaims the payment will be declared delinquent and their water account will be terminated. The customer is responsible for any additional charges related to the fraudulent payment.
5. Transfer of Balances on Closed-Out Accounts: Once an account is closed-out, and the balance is not paid by the due date, the balance is to be transferred to another active account held by and in the same name of the account holder. If the customer does not have another active account, the account will be sent to the Debt-Set-Off Program and/or Collection Agency as is appropriate.
6. Delinquent Fees: Combined Services Statements that are not paid within 21 days shall be assessed a delinquent fee as identified in Schedule I. If the customer has a good payment history the delinquent fee may be waived at the discretion of the Director one time per each 24 month period.

E. Billing Adjustments

1. Account Adjustments: Except as set forth in the following Section E. 2. accounts will be adjusted only when an error occurs in a Customer's account not caused by or related to any act or omission of the Customer.
2. Leakage Adjustments: Billing charges may be adjusted by the Water Resources Department, with the approval of the Water Resources Director, if the meter registers water usage not actually consumed because of a leak on the Customer's side of the meter. If there is no fault on the part of the Customer precipitating the leakage, a billing adjustment not to exceed seventy-five percent (75%) of all water usage above normal usage for up to two (2) billing cycles may be made for underground leaks. Adjustments will be calculated on the basis of a minimum four-month average. Toilet leak adjustments shall not exceed fifty percent (50%) for any adjustment. Any adjustment is conditional upon a repair of the leak by the Customer within thirty (30) days of the leak detection. Leak detection is defined as physical observation of leak, 50% above normal

consumption, or usage greater than 100ccf above average. Failure of the Customer to make needed repairs within these guidelines will void any requests for adjustment. Customer requests for billing adjustments due to a private side leak must be made in writing with proof of repair within 45 days of leak repair. Billing adjustments will be limited to a maximum of two (2) such adjustments over any twenty-four month billing period. Any exception to this policy must be approved in writing by the Water Resources Director or his/her designee.

3. Adjustments for Billing Inaccuracy: If a meter measuring a Customer's Water Supply is determined to be inaccurate by the Water Resources Department, then the Director may cause the adjustment period (not to exceed two (2) years) of a Customer's bill affected by an inaccurate meter by the recalculation of the Customer's bill for water service during the Adjustment Period by use of the Customer's Normal Water Usage as defined in Section IX.E.2. If it is determined that a meter is stopped or meter reading is inaccurate due to an open bypass, the Director may direct that the account be debited for the estimated usage during the time the meter was stopped. If an incorrect rate for fixed fees has been charged, the adjustment period shall not exceed two (2) years.
4. Benefit of Doubt Adjustments: If the Water Resources Department or the Director cannot determine the cause or reason for a requested billing adjustment, then the Director may adjust a Customer's bill in such amounts as he deems reasonable under all circumstances, but not less than a charge based on a Customer's Normal Water Usage as that term is defined in Section IX.E.2 above, and for a period no longer than two billing periods of the Customer. A Benefit of Doubt Adjustment is limited to one adjustment over the lifetime of the account.
5. Appeals: An appeal of the decision to adjust or not adjust an account will require a written request for consideration and will include any pertinent information related to the circumstances affecting the account. The Water Customer Services Division Manager shall be the first level of review. The appeal may be elevated to the Director of Water Resources if the customer is not satisfied with the decision of the Water Customer Services Division Manager. The Director's decision on the billing adjustment shall be final without any further appeal.

F. Termination or Interruption of Service

1. Grounds for Termination: Water Service for accounts identified as medical alerts, nursing homes, or other medical facilities may be

interrupted at the discretion of the Director. The Director may terminate water service of any kind for any of the following reasons:

- a. Failure of the Customer to pay in full any charges due the City in excess of fifteen (15) days from the due date, if the outstanding balance is greater than \$65.00 for residential or commercial customers. Commercial customers with a balance over \$300.00 will receive a courtesy phone call.
- b. Prevention of fraud, damage, destruction, or abuse of the Water System or the Water Supply or possible injury or damage to Customers, Consumers or other Persons; or
- c. Failure of the Customer or Consumer to comply with any of the provisions of these Policies, applicable laws and regulations, or other rules of the City;
- d. Failure of the Customer to comply with terms of a Customer Payment Plan.
- e. There exists a past-due and unpaid balance for service incurred by another person who resides with the customer after service has been provided to the customer's household and one or more of the following apply:
 - i. The customer and the person were members of the same household at a different location when the unpaid balance for service was incurred; or
 - ii. The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time; or
 - iii. The person is or becomes responsible for the bill for the service to the customer.
- f. The Customer's Water System shall be maintained in good condition and repair. The Director shall have the right to discontinue service to any Premises wherein the Customer's Water System is not maintained in good condition and repair.

2. Notice of Service Termination: When grounds exist for the termination of water service to a Customer, the Water Resources Department shall mail or deliver a notice (“Notice of Service Termination”) to the last known address, or email address of the Customer stating:
 - a. The grounds for the proposed termination and the action the Customer must take to avoid termination of service, and if the Customer's account is delinquent it shall be subject to a penalty as specified in the current Schedule I;
 - b. If payment of all or a portion of an amount due from the Customer was made by check or credit card which was dishonored, the Customer shall be subject to a service charge set forth in Schedule I attached hereto and is immediately eligible for cut-off for non-payment;
 - c. The Customer is entitled to a hearing prior to the service termination date before a representative of the Water Resources Department on a date, time and at a specified address or telephone number if there is any dispute over the grounds for termination;
 - d. Unless the grounds for termination are eliminated or resolved before the service termination date, water service may be terminated without further notice. The service termination date stated in the notice shall be a minimum of fifteen (15) days from the due date;
 - e. In any case in which water service has been terminated because of a failure to pay a delinquent account or charge, non-compliance with these Policies, or at the request of the Customer (except an emergency request not caused by an act or omission of the Customer), water service from the Water System shall not be reinstated until any delinquent account or charge is paid in full or arrangements for payment are made satisfactory to the Director, and the emergency or non-compliance, if any, no longer exists or is corrected. The Customer shall also pay the service charge (Disconnect/Reconnect Fee) set forth in Schedule I attached hereto before the Customer’s water service is reinstated.
 - f. In any case in which water service has been terminated because of a failure to pay a delinquent account or charge, the Director may require that in order to continue service, a customer must agree to be liable for the delinquent account of any other person who will

reside in the customer's household after the customer receives the service, if one or more of the following apply.

- i. The customer and person were members of the same household at a different location when the unpaid balance for service was incurred; or
 - ii. The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time.
3. Emergency Termination: When in the opinion of the Director there exists either imminent danger to the Water Supply, Water System, the public, or an unauthorized use of the Water Supply and/or Water System, the Director may terminate water service without any notice to the Customer or Consumer. Provided, however, reasonably soon after termination, the Director shall send the Customer a letter by First Class Mail to Customer's last known address stating the grounds for emergency termination. The Customer may request a hearing as set forth herein; however, water service will not be reinstated until approved by the Director in accordance with these Policies.
4. Termination Hearing: A hearing may be requested in writing by the Customer. The hearing shall be held by telephone or, at the request of the Customer, in person with a designated representative of the Water Resources Department. The hearing shall be conducted informally. The Customer shall be given a reasonable opportunity to present information that reasonably related to the grounds for the proposed termination. At the hearing the Customer shall have the burden of proving that grounds do not exist for termination of water service.
5. Stay of Termination Pending Hearing Outcome: Except for Emergency Termination described in Section IX. F.3., if a Customer makes a written request for a hearing before the service termination date stated in the Notice of Service Termination and a hearing is held within five (5) business days of the request, termination of water service to the Customer shall not occur until at least three (3) days after the written decision is sent to the Customer. As soon as reasonably possible after the hearing, the representative conducting the hearing shall inform the Customer in writing of the decision and the reasons there of. If one of the grounds for the proposed termination is the failure to pay an account, the Customer may also be informed that unless the account is paid in full within three (3) days after the notice is served, or unless appropriate arrangements for payment are made, water service will be terminated. The decision may be served upon the Customer personally or mailed by certified mail, return receipt requested to Customer's last known address. If the Customer,

following a hearing, fails to comply with the decision within three (3) days from the date the decision was sent to the Customer or within any time specified in the decision, or fails to file a complaint with the Director as provided in Section XI.B., then water service may be terminated without further notice.

6. Procedure for Service Termination: Water service termination shall be effected only by authorized agents of the Water Resources Department.
7. Denial of Reinstatement: If a Customer or Consumer has permitted or engaged in fraudulent misuse or abuse of the Water System or Water Supply, the Director may deny water service reinstatement under such terms and conditions as the Director deems appropriate.
8. Termination at Customer's Request: A Customer may request in writing or by telephone, if account information is verified by Customer Service Representative. The request shall be delivered to the Water Resources Department at least two (2) business days before the Customer desires termination. The Customer shall be responsible for all water services provided up to the time service is discontinued.
9. Medical Alert Customer: When a Customer notifies the Water Department in writing that a resident of the premises where the Customer's service is provided has a medical condition for which the termination or interruption of water service will result in threatening the life of that resident, the Director shall request that the Customer complete a Medical Alert Form satisfactory to the Director. The form shall require reasonable information about the medical condition of the resident certified by a medical doctor. It shall also include the resident's name, medical doctor's name and address, type of treatment required at the premise, a description of equipment used at the premises which requires water service, and the frequency and quantity of water required at the premises for care and treatment of the resident. The Customer and the resident requiring medical treatment shall also sign the Form. The Form shall grant permission for the City's medical officer to obtain from any and all medical providers of the resident any and all information regarding the resident's condition. If the Director determines the request is valid; the account shall be identified as a medical alert account for purposes of terminating water service. If a medical alert account becomes delinquent the Director shall act as follows before terminating water service for non-payment in accordance with these Policies:

- a. Attempt to contact the Customer by telephone and/or personal visit within ten days after the account first becomes delinquent to inform the Customer that delinquent balance is due on the Customer's account. If contact is not made within the ten (10) day period, a written statement shall be sent to the Customer.
- b. The Director or his/her designee shall also provide information to the customer of community services in the region that may be able to provide counseling or financial assistance to help the Customer pay their account.
- c. Permit the Customer to execute a written payment contract which, as part of the terms, shall require immediate payment of 25% of the delinquent balance of the account or \$50, whichever is less, and shall permit payment of the balance due on the account within a period of up to six (6) months (the Director may extend the payment period in his/her discretion) and payment of all current charges which come due during the contract period. The payment contract shall include a commitment by the Customer to seek financial counseling or assistance. The payment contract may be amended once during its term in the discretion of the Director.
- d. If any of the terms of the payment contract are breached, a water service cut-off date shall be mailed to the Customer by first class mail at least fifteen (15) days prior to the cut-off date, with a copy of the notice to the resident's medical doctor identified in the Medical Alert Form. The notice may also state the minimum payment (in accordance with the payment contract) which must be received by the cut-off date to avoid termination of water service.
- e. The Director may require any active Customer with a medical alert account to complete a new Medial Alert Form annually.

10. Damage to or Tampering with the Water System:

Any damage to or tampering with the Water System, including, but not limited to, unauthorized connections to the Water System may result in the assessment of penalties in accordance with Schedule I if it is determined by the Director, in his sole discretion, that the damage to or loss of the water system was the result of an intentional, willful or grossly negligent act of the Customer. This remedy is in addition to any other remedies available to the City in law or equity.

11. Customer Payment Plan:

Customer may request a payment plan for unusually high Combined Service Statements. Payment plans may be made for up to six months with approval by the Director. Failure by the customer to meet payment plan will result in immediate termination of water service until payment is made in full. Customer may have no more than two payment plan delinquencies within any 24 month period (failed to meet payment plan). Customer will not be eligible for another payment plan for 12 months from date of second delinquency.

X. WATER SHORTAGE RESPONSE PLAN

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever they are in danger of being inadequate to meet customer needs.

A. Authorization:

The City Manager of the City of Asheville is authorized to enact water shortage response provisions whenever the trigger conditions outlined in Section D. are met. The Manager will be advised by the Water Resources Director about the status of the water supply and the need to implement the water shortage provisions. In the absence of the Water Resources Director, the Water Production Division Manager will assume this role. Contact information for the Water Resources Director and Water Production Division Manager is presented below.

Water Resources Director
City of Asheville
PO Box 7148
Asheville, NC 28802
Phone: (828) 259-5955
E-mail: jdundas@ashevillenc.gov

Water Production Division Manager
City of Asheville
PO Box 7148
Asheville, NC 28802
Phone: (828) 271-6101
E-mail: lcarreiro@ashevillenc.gov

B. Notification:

The following notification methods will be used to inform water customers and system employees that the WSRP Voluntary Phase I has been enacted: (1) System Employees – email(s) and/or division meeting(s) and (2) Water Customers – local / regional media announcement(s) via press release(s) issued by the City, posting(s) on the City of Asheville Water Resources homepage at www.ashevillenc.gov/water, and/or mailing(s) in the utility bills. City of Asheville Wholesale Customers will be notified via telephone, fax, email, and/or certified letter. The method(s) of notification will be determined by the Water Resources Director and/or the Water Production Division Manager, and will be timely and appropriate for the shortage situation.

The following notification method(s) will be used to inform water customers of Phase II Mandatory response measures: (1) System Employees – email(s) and/or division meeting(s); (2) public notification using local / regional media announcement(s) via press

release(s) issued by the City, viable customer notification system; and/or (3) on the City of Asheville Water Resources homepage at www.ashevillenc.gov/water. In Phase III, declarations of rate surcharges (emergency water restrictions) will be communicated to all water customers using one or a combination of the methods referenced above. City of Asheville Wholesale Customers will be notified via telephone, fax, email, and/or certified letter to alert them of this declaration. Each of the Wholesale Customers will be required to implement the same level of restrictions as implemented by the City of Asheville.

C. Levels of Response:

The City of Asheville Water Resources Department has three levels of water shortage responses, which are: (1) Voluntary Reductions, (2) Mandatory Reductions, and (3) Emergency Restrictions (Surcharge). The established water rates for all customers are available from a Customer Service representative and can be found on the Water Resources Department Homepage at www.ashevillenc.gov/water under the section titled “Water Rates & Fees”. A description of each response level and corresponding water reduction measures are outlined in Table 1 below:

Table 1: Description of the water shortage response levels.

Phase	Response	Description
I	Voluntary	Water supply conditions indicate a potential for shortage. Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance.
II	Mandatory	Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist. Water users must abide by required water use reduction and efficiency measures; penalties apply for noncompliance.
III	Rate Surcharges (Emergency)	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity. Remaining water supplies must be allocated to preserve human health and environmental integrity.

In Phase I: Voluntary, all water customers will be asked to reduce their normal water use by 5%. Water use is printed on all water utility bills, so water customers know how much water they typically use and are able to calculate how much a 5% reduction would be for their household / business. Water customers may also contact Customer Services at (828) 251-1122 to find out their consumption history. Customer Service representatives can suggest ways to conserve water. At any time, Water Resources staff may analyze any water customer’s consumption to see if they are reducing their water consumption by the suggested amount. Local / regional media announcement(s) via press release(s) issued by the City, posting(s) on the City of Asheville Water Resources homepage at www.ashevillenc.gov/water, and/or mailing(s) in the utility bills will be used to encourage water conservation and efficiency measures including, but not limited to: irrigating landscapes a maximum of one inch per week; preventing watering of

impervious surfaces; washing only full loads in the clothes and dish washers; taking shorter showers; and repairing water leaks. By implementing these reduction measures, the Water Resources Department would expect a reduction in water usage by 2% and would increase production at the Mills River Water Treatment Plant by an additional 3 MGD.

In Phase II: Mandatory, all water customers are expected to reduce their water use by a total of 10% in comparison to their previous water bill. Water use is printed on all water utility bills. Water customers are able to calculate how much a 10% reduction would be for their household / business. Water customers may also contact Customer Services at (828) 251-1122 to find out their consumption history. In addition to continuing to encourage all voluntary reduction actions, all non-essential uses of drinking water are banned. Garden / landscape irrigation must be reduced to the minimum amount necessary for survival; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing / training requiring drinking water (i.e. fire protection) will be limited. At any time, Water Resources staff may analyze any water customer's consumption to see if they are reducing their water consumption by the required amount. Local / regional media announcement(s) via press release(s) issued by the City; posting(s) on the City of Asheville Water Resources homepage at www.ashevillenc.gov/water; and/or mailing(s) in the utility bills will be used to encourage mandatory reductions.

In Phase III: Rate Surcharges (Emergency), all water customers are expected to continue all actions from previous phases and reduce their water use by a total of 25% compared to their previous water bill. Water use is printed on all water utility bills. Water customers know how much water they typically use and are able to calculate how much a 25% reduction would be for their household / business. Water customers may also contact Customer Services at (828) 251-1122 to find out their consumption history. In Phase III, a ban on all use of drinking water except to protect public health and safety is implemented, and Rate Surcharges will be added at \$1.40 per CCF (1 CCF = 748 gallons) in addition to the established water rate(s) on the current fee schedule. At any time, Water Resources staff may analyze any water customer's consumption to see if they are reducing their water consumption by the required amount. Local / regional media announcement(s) via press release(s) issued by the City; posting(s) on the City of Asheville Water Resources homepage at www.ashevillenc.gov/water; and/or mailing(s) in the utility bills will be used to encourage emergency reductions.

The goal of Phase III. is to provide drinking water to protect public health (i.e. residences, residential health care facilities and correctional facilities). In Phase III., all customers are restricted to using water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use. If it becomes necessary to distribute potable water, the details will be announced through the City of Asheville Emergency Operations Center.

D. Triggers:

When the following specific triggers are met, the authority or authorities listed in Section

A. will enact water shortage response provisions. Triggers and examples for the City are provided below in relationship reservoir system:

1. The City as a Reservoir System

The City’s primary water source consists of two reservoirs. The phases of drought correspond with the lake elevation at the reservoir supplying the North Fork Water Treatment Plant. Burnette Lake has a full pool elevation of 2,601.4 feet. A list of each phase and the corresponding trigger and change in action are outlined in Table 2 below:

Table 2: Description of triggers and associated change in action.

Phase	Lake Elevation / Feet Below Full Pool	Change In Action
I	2,572 / 29	Overall 2% reduction in demand; Mills River WTP increase production by 3MGD
II	2,571 / 30	Overall 4% reduction in demand
III	2,570 / 31	Over all 6% reduction in demand

2. The City as a Run-of-River System

The City’s Mills River Water Treatment Plant is only limited by the amount of water it can produce. The State has evaluated and approved this plant for a filter rate of 6.5 gpm / ft², which equates to approximately 7.5 MGD. The plant has unlimited supply from the French Broad River.

E. Enforcement and Penalties:

The Water Policies call for a Rate Surcharge of \$1.40 per CCF (1 CCF = 748 gallons) in addition to the established water rate(s) on the current fee schedule. The provisions of the Water Shortage Response Plan will be enforced by the City of Asheville Water Resources and Police Departments. Violators may be reported by calling Customer Services at (828) 251-1122 or by contacting the authority or authorities listed in Section X.A. via mail, telephone, and/or email. Penalties are assessed depending on the water shortage level as outlined in Table 3 below.

Table 3: List of the water shortage level and associated penalty.

Phase	1st Violation	2nd Violation	3rd Violation
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Voluntary	None	None	None
Mandatory	Warning	\$250	Discontinuation of Service
Rate Surcharges (Emergency)	\$250	Discontinuation of Service	Discontinuation of Service

Penalties will be enforced consecutively from one phase to the next.

F. Public Comment:

The Water Shortage Response Plan was reviewed by the State and determined to be compliant with applicable laws and regulations. It was published on the Water Resources Department webpage at www.ashevillenc.gov/water for public review and comment. The public may address all comments to the contact(s) listed in Section A. of this plan. Public comment(s) will be considered but not necessarily implemented as determined by Water Resources staff.

The final plan will be incorporated into the Water Policies and considered in open session of the Asheville City Council. The plan will be available for review prior to the meeting at the Water Resources Department webpage, www.ashevillenc.gov/water. Adoption of the Water Policies by the City Council will begin the implementation of this plan.

G. Variance Protocols:

Customers must request water restriction variances in writing to the Water Resources Director. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: medical and/or health care requirements, impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage. The Water Resources Director will notify the customer in writing of the decision to approve or deny the water restriction variance request.

H. Effectiveness:

The effectiveness of the City’s Water Shortage Response Plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Consumption data will be tracked and analyzed at least every 30 days to measure the plan effectiveness. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year’s seasonal data.

I. Revision:

The Water Shortage Response Plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of

emergency restrictions, and at a minimum of every five years, as required by the provisions of G.S. 143-355 (1). Further, an ad hoc Water Shortage Response Planning Work Group will review procedures following each Rate Surcharge (Emergency) phase to recommend any necessary improvements of the plan to the Water Resources Director. The Water Resources Director is responsible for initiating all subsequent revisions. Once the director initiates revisions to the plan, the Asheville City Council will review and adopt the updated plan in open session.

XI. HEARING AND APPEAL PROCEDURES

A. General

1. Application of this Chapter: Except as otherwise provided in these Policies, the hearing and appeal procedures established by this Section shall apply to all complaints concerning the interpretation, application or enforcement of these Policies.
2. Not Applicable: The hearing and appeal procedures established by this Section XI shall not apply to the following complaints:
 - a. Complaints arising out of contracts other than those between the City and its Customer;
 - b. Complaints arising out of requests for billing adjustments;
 - c. Complaints which arise with regard to personnel matters, which complaints shall be governed exclusively by the City's Personnel Rules as the same may be amended from time to time; and
 - d. Any other complaint which does not concern the interpretation, application, or enforcement of these Policies or Water Resources Department practices.

B. Initial Complaint

1. Presented to Director: Complaints concerning the interpretation, application or enforcement of these Policies or practices must be presented

in writing to the Director, providing the name and address of the complainant and a detailed description of the grounds for the complaint.

2. Informal Resolution: Upon receipt of a complaint, the Director, after a full and complete review of the allegations contained in the complaint, shall take such action as may be warranted and shall notify the complainant of the action taken by first class mail within fifteen (15) days after receipt of the complaint. The Director shall also notify the complainant of his/her right to appeal and the procedure for appeal. A copy of the Director's response shall be promptly provided to the City Manager.

C. Review by City Manager

1. Application for Hearing: Except as otherwise provided in these Policies, a complainant may appeal a decision of the Director by making a written request to the Director for a formal hearing by the City Manager within fifteen (15) days after the date of mailing the complainant the Director's decision.
2. Formal Hearing: The City Manager shall conduct a hearing within 30 days after receipt by the Director of a complainant's request for a formal hearing. In the event the complaint involves a proposed termination for non-payment, the complainant shall be provided a statement of his current account prior to the date of the hearing.
3. Procedure for Hearing: At the hearing, the complainant and a representative of the Water Resources Department shall be permitted to appear in person. The complainant may be represented by any person of their choice or by legal counsel. The complainant or his/her representative and the Water Resources Department representative shall have the right to present evidence in support or in opposition to the subject matter of the complaint. The City Manager may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.
4. Weight of Evidence: The City Manager shall determine whether reasonable grounds exist to support the interpretation, application and/or enforcement of the Policies or practices which are the subject matter of the complaint and, if such grounds exist, whether said interpretation, application or enforcement should be undertaken in the particular case, with due consideration for any extenuating circumstances as may exist. The City Manager's decision shall be based upon evidence presented at the hearing. The burden of showing that reasonable grounds exist to

support the action shall be upon the Water Resources Department. The burden of showing sufficient extenuating circumstances shall be upon the complainant.

5. Policies: The City Manager, while having the right to correct errors, interprets rules and regulations, makes adjustments and otherwise does equity, shall not have the authority to alter or make any finding contrary to these Policies as the same may from time to time be constituted.
6. Order: Subsequent to the hearing, the City Manager shall make written findings and a decision disposing of the matter and shall provide the complainant a copy of such decision by certified mail within fifteen (15) days after the date of the hearing. The decision of the City Manager shall be final.

XII. INTERRUPTION OF SERVICE

A. General

The City of Asheville will make reasonable efforts to avoid interruptions of service but does not guarantee to the Customer any fixed pressure or continuous service. When service interruptions occur, service will be reestablished within the shortest reasonable time practicable, consistent with safety.

In connection with the operation, maintenance, repair and/or extension of the Water System, the water supply may be shut off without notice, when necessary or desirable; and each Customer must be prepared for such emergencies.

Planned interruptions, where practical, will be made at times that will not cause unreasonable inconvenience to Customers and reasonable efforts will be made to give prior notice to Customers who will be affected. Failure to notify a Customer of such interruption, however, shall not be grounds for damages.

B. Pressure Fluctuations

Fluctuations in water pressure will occur within the Water System from time to time and a Customer should take such precautions as he or she deems necessary to avoid any inconvenience or damage to the Customer's Water System. Customers are encouraged to maintain their private plumbing systems in proper operating conditions, including having a properly functioning private pressure reducing valve(s) to protect their home plumbing from pressure fluctuations. The City of Asheville shall not be liable for any damages to a customer's plumbing or property caused by high pressure, low pressure, or by fluctuations in pressure in the City's water mains.

XIII. [ISO 14001:2015 / SAFETY POLICIES AND PROCEDURES](#)

- A. The City of Asheville Water Resources Department is ISO 14001 Registered by a third party organization. Contractors are expected to abide by the ISO 14001:2015 Standard while working for or on behalf of the City. Contractors are also expected to abide by all local, state, and federal laws and regulations while conducting business for or on behalf of the City.
- B. Water Resources staff may inspect any Water Resources job site at any time. If a job site is found out of compliance with the ISO 14001:2015 Standard or any local/state/federal law, it shall be shut down until the job site is brought in compliance.
- C. The Director may be contacted for any disputes.

XIV. [WATER ENGINEERING STANDARD SPECIFICATIONS AND DETAILS](#): Refer to the Water Resources Water Engineering Standard Specifications and Details for more requirements.