

Ordinances and future amendments which are incorporated by reference into these Water and Sewer Regulations. Nothing contained herein shall required the Authority to accept any water or sewer system.

SECTION E - REGULATIONS FOR WATER/SEWER SERVICE

The Regulations are herein set forth, or as they may hereafter be altered or amended, shall govern the rendering of water and/or sewer service, including the extension of mains and making water and/or sewer connections thereto in Carroll County. Every customer, upon signing an application for any service rendered by the Authority, or upon the taking of water or sewer service, shall be bound thereby.

1 - *Water/Sewer Service Fees:*

(a) A water service connection fee in the amount of \$750.00 and a capacity fee of \$500.00 and/ or a sewer service connection fee in the amount of \$750.00 and a capacity fee of \$500.00 shall be paid upon application by each applicant for a new water/sewer service connection requiring a three-fourths by five-eighths inch (3/4" x 5/8") meter. For larger meters and for private fire protection lines or for larger than standard sewer connection, the charge shall be established by the most recently enacted "Water Connection and Facility Charge" schedule. The most recent list of charges can be found in Exhibit 1.

(b) For those residential customers, such as mobile home parks, apartment complexes, retirement communities, and other similar customers, the facility fee shall be established by multiplying the number of living units to be served by water and/or sewer service by the amount of the facility fee charged for one residential connection of water and/or sewer in 1 (a) above; or equivalent meter size for commercial buildings, such as schools and hospitals. For example, any expansion of new mobile home park, apartment complex or retirement community that adds 10 new mobile homes, apartments or other residential residences would pay 10 x the current facility fee for a residential connection for water or sewer service for utility service to the new living units. Large residential meter customers will not be charged connection fees unless a new or larger meter is warranted.

(c) If a premise is not being served by the Authority's public water system at time of sewer application, the sewer connection and facility charge shall be based on the estimated sewer flow through the proposed connection determined and agreed upon by the Customer's engineer and the Authority.

(d) An installment plan has been adopted by the Authority for paying the capacity fee and the Sewer Pump Station only.

A copy of the plan is attached as Exhibit 3.

(e) A charge of \$25.00 shall be made for customers having checks returned from the bank for "insufficient funds" or other reasons. Customers having checks returned from the bank for "insufficient funds" or other reasons shall pay the outstanding debt within five (5) business days after receiving notice from the Authority. The Authority may not accept additional checks from customers who have two checks returned from the bank for "insufficient funds" or other reasons within a twenty-four (24) month period.

(f) A transfer fee of \$25.00 shall be charged for changing water and/or sewer service to another name.

(g) If the customer requests water to be turned off for repair of a water break or any other reason, a \$25.00 turn-off/turn-on fee will be charged for each, turn-off and turn-on.

(h) Bills for water/sewer service shall be rendered monthly or as specified by the Authority. See Exhibit 2 for the current rate schedule.

(i) A Disconnection fee for disconnection of water and/or sewer service due to discontinuance as identified in No. 8 (a).

(j) When customer requests their meter to be re-read, the customer shall be billed an additional \$25.00 re-read fee for the extra reading. No fee shall be charged if a determination is made by the Director that an error was made during the reading of meters.

(k) The monthly sewer fee shall either be based on the metered water service usage or a monthly flat rate fee, if the customer is not metered through an Authority water meter.

(l) The Authority shall charge a water connection fee for a meter to supply water for a private fire protection system. Meter size shall be determined by a firm or person qualified in fire protection in the State of Virginia.

(m) In the event water/sewer service is discontinued at the request of the customer, in writing, all the applicable capacity and connection fees must be paid before reestablishment of service.

(n) In the event water/sewer service is disconnected for non payment of bill, for a period of

thirty-six months (3 years) or more, all utilities will be physically removed by the Authority, and all applicable Capacity and connection fees must be paid before establishment of service.

(o) A water operations fee, as established by the Virginia Department of Health, will be charged yearly for each water connection.

2 - Water/Sewer Service Connections:

(a) Before a water/sewer service connection is provided, the owner of the premises to be supplied, or his duly authorized representative, shall make application for water/sewer service upon forms prescribed by the Authority. Upon approval of the application and payment of the appropriate fees, the Authority shall install the water and/or sewer service connection within 15 working days. The applicant shall become a water/sewer customer at that time, and shall pay all applicable fees. A separate water and/or sewer service connection shall be required for each living unit, unless otherwise determined by the Authority.

(b) Payment of connection fee shall entitle customer to the following: labor and materials required to tap or connect to the water or sewer main and/or sewer manhole and furnish and install corporation stop (or tapping sleeve and valve), water or sewer service pipe to property line or perpetual easement (maximum of 20 feet), curb stop, meter, meter yoke, check valve, stub out, and meter box. Cost of necessary road borings, stream crossings or open cuts of roads and/or other incidental costs not mentioned in preceding sentence shall be an additional cost. Costs for septic tanks required on sewer systems shall be the owner's responsibility.

(c) An inspection fee in the amount of \$25.00 per connection for water and sewer shall be paid by the applicant for inspection. The inspection fee shall be paid at the time of application.

(d) The Authority shall approve the number of meters, connections, location, size, kind, and quality of all materials entering into the water or sewer service connection.

(e) The water/sewer service connection shall remain the property of the Authority and be under its sole control and jurisdiction and shall be maintained by the Authority at its expense.

(f) Special connections for water or sewer service of a temporary nature shall be installed, metered, maintained, replaced or removed at the expense of the customer, subject to approval and inspection by the Authority.

(g) The Authority shall not install any water or sewer service lines from the meter or manhole to the point of use.

3 - Mandatory Connection Policy

(a) The owner, tenant, or occupant of any building used for residential, commercial or industrial purposes located on land abutting upon a street, alley, right-of-way or easement containing a water line or water service connection or sewer line or sewer connection constructed or placed into service by the Carroll County Public Service Authority (the "Authority") on or after September 9, 2008 at a distance of not more than two hundred (200) feet from such building, shall connect such building to such water line, water service connection, sewer line or sewer connection as the same is available for use, and shall cease to use any other source or water supply and/or system for the disposal of sewage, sewage waste or other polluting matter.

(b) Notwithstanding the above requirement, Those persons having a domestic supply or source of potable water shall not be required to discontinue use of such water, provided, however, that such persons may be required by the Authority to pay a connection fee, affront footage fee, a monthly nonuser service charge or any combination of such fees and charges as from time to time established by the Authority.

© Also, notwithstanding the above requirement, those persons having a private septic system or domestic sewage system meeting applicable standards established by the Virginia Department of Health shall not be required to discontinue the use of such system, provided, however, that such persons may be required by the Authority to pay a connection fee, a front footage fee, a monthly nonuser service charge or any combination of such fees and charges as from time to time established by the Authority.

4 – Carroll County Public Service Authority Service Area

(a) Pursuant to Ordinance duly adopted by the Board of Supervisors of Carroll County, excluding the incorporated towns therein, is the exclusive service area of the Authority.

(b) On or after September 9, 2008, no public or private water or sewage system shall be constructed or expanded in Carroll County, Virginia without the express written permit issued by the Authority and only under such terms and conditions as the Authority shall provide in such permit. No permit for any public system, whether publicly or privately owned, shall be issued until the requirements of 15.2 – 2232 of the Code of Virginia, 1950, as amended, are met by having such system shown on the Comprehensive Plan of Carroll County of Virginia.

© No permit shall be required for any private water or sewage system designed, constructed and operated to serve three or fewer individual residential units, provided that such systems comply with all applicable regulations of the Virginia Department of Health.

- (d) The Town of Hillsville currently provides water and sewer services outside of the town corporate limits by agreement with the Authority. The Town may continue such service and construct improvements, including a storage tank under plans previously approved by the County, provided however, that all such plans shall be submitted to and approved by the Authority. No further expansion of the Town's system shall hereafter approved except by permit issued by the Authority under such terms and conditions as the Authority shall provide if such permit and only after such expansion is shown upon the Comprehensive Plan of Carroll County, Virginia.

5 - Meters and Meter Installations, Clean Outs and Clean Out Installations

(a) The Authority shall approve, after review of the engineering plans, the number, location, type, and size of meter(s) and/or clean outs to be installed.

(b) Meters/clean outs shall be furnished, installed or removed by the Authority and shall remain Authority property, unless otherwise authorized by the Authority.

(c) Where meters are installed within a building, or where the customer's clean outs are installed, the customer shall provide, at the customer's expense, a readily accessible and protected location. The installation of the meter/clean out shall be at a location that allows the meter/clean out to control the entire supply to the premises. The location shall be acceptable to the Authority.

(d) Unless otherwise determined by the Authority, all materials used shall comply with Service Connection, Technical Specifications, Water Main Materials found in Exhibit 10 or Technical Specifications, Sewer Main Materials found in Exhibit 11. Each premise shall be supplied through a separate meter or master meter or clean out, whichever shall be determined by the Authority or designated agent.

(e) Water service connections and/or clean outs shall be maintained by the Authority at the Authority's expense insofar as ordinary wear is concerned. Damage to any PSA property due to causes arising out of, or caused by the customer's facilities, operations, negligence or carelessness shall be paid for by the customer. The Authority shall be responsible for damage to meters due to freezing in outside meter vaults.

(f) The customer shall promptly notify the Authority of any defect in or damage to the meter,/clean out, or its connections.

6 - Customer's Deposits:

(a) The Authority shall require of any tenant-customer a security deposit of \$75.00 for each service, water and or sewer to secure the performance by the customer of the terms and conditions of the Authority under which service is supplied. The deposit will be refunded, without interest, when service has been discontinued, after deducting any charges due on final settlement of the customer's account.

(b) The Authority shall require of any owner-customer a security deposit of \$25.00 for Water service and \$50.00 for Sewer service to secure the performance by the customer of the terms and conditions of the Authority under which service is supplied. The deposit will be refunded, without interest, when service has been discontinued, after deducting any charges due on final settlement of the customers account

(c) Any owner-customer or tenant-customer who desires service after service was discontinued, shall be required to provide a security deposit for each service, water and or sewer if the prior deposit had been returned or applied to any outstanding charges at the time of disconnection.

7 - Bills for Water and/or Sewer Service:

(a) Customers shall be responsible for paying their water/sewer bill as calculated by their usage and applied to the Authority's established rates. The current rate structure is found in Exhibit 2. It is not a responsibility of Authority staff to give reminders, such as courtesy calls, when a customer's bill is past due.

(b) Customers are responsible for furnishing the Authority with their correct addresses (mailing and E-911 addresses), driver's license number, phone number, and inform the Authority when information changes. Failure to receive bills shall not be considered an excuse for nonpayment nor permit an extension of the date when the account shall be considered delinquent.

(c) If bills are to be sent to an address other than the premises served, the Authority shall be notified in writing by the customer of any change of address.

(d) If requested in writing by the owner-customer, the Authority shall send bills to and receive payments from agents or tenant-customers. However, this accommodation shall in no way relieve the owner-customer of the liability for all water/sewer charges.

(e) Payments shall be made at the office of the Authority or at such other places as may be designated by the Authority.

(f) The Authority reserves the right to correct any bills rendered in error.

(g) If the meter should fail to register for any reason or if the meter reader should be unable to gain admittance, due to adverse conditions, at the time the meter is due to be read, an average of the consumption shown by three (3) previous consecutive like billing periods, or, in the case of a new customer, a reasonable estimate of consumption shall be used. The sewer bill shall also be estimated based on water consumption.

(h) The method of computing penalties is as follows:

The Authority shall bill its customers each month for utility services provided during the preceding month. The utility bills shall be due and payable on the due date. If the monthly utility bill is not paid on the due date, then it shall be deemed to be past due and the amount of the bill charged for services received during the one month billing period, exclusive of amounts owed on previous bills, shall be subject to a penalty of ten (10) percent of the utility bill past due.

(i) The method of computing interest on late payment of utility bills is as follows:

Interest on delinquent utility bills, but not upon late penalties, is hereby imposed at the rate of ten (10) percent per annum. Interest shall commence on the first day of the month following the month in which such utility bill is due to be paid.

U) The enforcement of charges is as follows:

There shall be a lien upon real estate for the amount of any fees or other charges by the Authority to the owner or lessee or tenant of the real estate for the use and services of any system of the Authority by or in connection with the real estate from the time when the fees, or other charges are due and payable, and for the interest which may accrue thereon. Such lien shall be superior to the interest of any owner, lessee or tenant of the real estate and rank on a parity with liens for unpaid real estate taxes. A lien for delinquent rates or charges applicable to three or fewer delinquent billing periods not exceeding thirty days each may be placed by the Authority if the Authority or its billing and collection agent (i) has advised the owner of such real estate at the time of initiating service to a lessee or tenant of such real estate that a lien will be placed on the real estate if the lessee or tenant fails to pay any fees or other charges when due for services rendered to the lessee or tenant; (ii) has mailed to the owner of the real estate a duplicate copy of the final bill rendered to the lessee or tenant at the time of rendering the final bill to such lessee or tenant; and (iii) employs the same collection efforts and practices to collect amounts due the Authority from a lessee or a tenant as are employed with respect to collection of such amounts due from customers who are owners of the real estate for which service is provided.

Such lien shall not bind or affect a subsequent bona fide purchaser of the real estate for valuable consideration without actual notice of the lien, until the amount of such fees, rents and charges are entered in a judgment lien book in the Carroll County Circuit Court Clerk's Office. The clerk shall cause entries to be made and indexed therein upon certification by the Authority, for

which the clerk shall be entitled to a fee of two dollars per entry to be paid by the Authority and added to the amount of the lien. The Authority shall give the owner of the real estate notice in writing that it has made such certification to the clerk.

Such lien on any real estate may be discharged by the payment to the Authority of the total lien amount, and the interest which has accrued to the date of the payment. The Authority shall deliver a certificate thereof to the person paying the same, and upon presentation thereof, the clerk having the record of such lien shall mark the entry of such lien satisfied, for which shall be entitled to a fee of one dollar.

(k) Bills for water/sewer service shall be due and payable within twenty (20) days of bill date.

(1) If a bill is not paid within 20 days of billing date (due date), a 10% penalty shall be added. If payment is not made within 30 days of due date, water/sewer service shall be discontinued until all delinquent accounts are paid. A \$75.00 disconnection fee for each service, water and sewer, shall be required to have service resumed. If the Authority's crew is given cut-off notices, they are to cut the water off first or plug the sewer line, and then place the notice at the premises, and the customer shall be required to pay the balance, disconnection fees and security deposits before water/sewer service is restored.

(m) Cut-off crews are "*never*" to accept cash, checks or other forms of payment.

(n) The billing account shall automatically revert back to the property owner unless it is immediately transferred from the current tenant/renter to a new tenant/renter.

8 - Customer's Liability for Charges:

A customer who has made application for or received water/sewer service shall be held financially responsible for all water/sewer service furnished.

9 - Abatement and Refunds:

(a) There shall be no abatement of water/sewer charges except as specified in these regulations.

(b) Over Read - The customer's water bill shall be adjusted to what the reading should have been. The sewer bill shall be adjusted to what the water reading should have been. This can be determined *only* on the basis of an actual reading.

(c) Over Estimated - This adjustment shall be made on the basis of the customer's "average" monthly bill. The average is to be determined by using the last three actual readings available.

(d) Billing Error - The list could be infinitely lengthy, but regardless of type of error, the bill shall be corrected.

(e) Meter Yoke Leak - The Authority is responsible for a leak in the meter yoke. The

customer shall be charged his monthly average usage for the last three billing periods should a leak occur in the meter yoke after passing through the meter.

(f) Water Leaks:

1. In the event of a water leak, the customer shall immediately notify the Authority. The Authority will not be responsible for payment or reimbursement for any work that is done on private property.
2. It is the Authority's responsibility to maintain water lines to the water meter. Maintenance of the building service pipe and other appurtenances beyond the Authority's meter is the responsibility of the property owner.
3. As soon as the Authority is notified of a water leak, it will determine whether the leak is in the service connection (main to meter) or in the meter setting. If the leak is in either the service connection (main to meter) or in the meter setting, the Authority will repair the leak without cost to the customer.
4. If a leak is found not to be the responsibility of the Authority, the customer will be notified, their water shall be cut off, and they shall have the leak repaired. If customer requests water left on, with or without Authority approval, they will be responsible for all consumption from that point on without further leak adjustment.

(g) Adjustments for Water Leaks:

1. Evidence or proof of repairs shall be required in writing with receipts attached. The customer will have to contact the Authority and have one of its employees inspect the installation of the new service line or the repair of the break.
2. The customer will be billed an average bill plus the Authority's cost of water but not less than \$1.00 per 1000 gallons.
3. Only one adjustment per year, unless entire service line is replaced.
4. The only authorized personnel to make adjustments of any type (billing, leak, meter reading, etc.) are the Director and PSA Finance Board.

(h) Sewer Adjustments Based on Water Leaks:

Evidence or proof of repairs shall be required in writing. The customer shall have to contact the Authority and have one of its employees inspect the installation of the new service line or the repair of the break.

10 - Discontinuance of Water/Sewer Service:

(a) Service may be discontinued by the Authority for any of the following reasons and all incidents of tampering with Authority facilities shall be reported to the Carroll County Sheriff's Office or other appropriate law enforcement agency.

1. Tampering by the customer, or others with the knowledge of the customer, with any meter, connection, service pipe, curb stop, seal, or any other appliance of the Authority controlling or regulating the customer's water or sewer supply.
- ii. Failure to provide the Authority's employees free and reasonable access to the Authority facilities located on the premises served.
- iii. If any account for services furnished or if any fee or charge accruing under these regulations is not paid within 30 days after becoming due.
- iv. Violation of any regulation of the Authority.

(b) Discontinuing the supply of water or sewer service to a premises for any reason shall not prevent the Authority from pursuing any lawful remedy by action at law or otherwise for the collection of money due from the customer.

(c) When water and / or sewer service to a customer has been terminated for any of the above reasons, it shall be reestablished only after the conditions, circumstances, or practices which caused the water and or sewer service to be discontinued are corrected to the satisfaction of the Authority and upon payment of all charges due and payable by the customer in accordance with these regulations.

11 - Extension of Mains:

(a) When and to the extent that funds may be available, and such extension is in compliance with the County Comprehensive Plan, the Authority may extend its distribution/collection system to supply new customers who have applied for services, under the following terms and conditions:

- i. The applicant(s) for service shall make an advance payment to the Authority equal to the amount estimated for the cost of this extension, and all other fees associated with the connection of water/sewer service to new customers regardless of whether the applicants are or are not the owners of all such property, or the applicant may extend this line with the approval of the Authority.
- ii. The Authority reserves the right to determine the size and type of the pipe necessary in making such extension.
- iii. Under special circumstances, where the main or extension is to be installed on private property or on a private street, the applicant thereof shall provide free of cost to the Authority, an easement and a free, unobstructed and uninterrupted right-of-way for the installation, inspection, operation,

maintenance, enlargement, replacement, alteration, and extension of the main. See Exhibit 7 for resolution concerning acquisition of property.

- iv. The ownership of the extensions installed under this regulation shall at all times be in the name of the Authority, its successors or assigns.
- v. Installation of water or sewer lines shall, as a minimum, meet all applicable specifications and regulations of the Authority and/or as promulgated by the Virginia Department of Health or Department of Environmental Quality.

12 - Public Fire Hydrant:

(a) When and to the extent that funds may be available, the Authority may install, at its expense, public fire hydrants whenever and wherever, in its opinion, such hydrants may be required to provide adequate fire protection service. Upon the written request of and upon payment of all applicable costs and charges by any commercial, industrial, or governmental unit, developer, or other interested party, the Authority may install and connect additional public fire hydrants on public property.

(b) After the installation of each public hydrant, the Authority shall assume the ownership, maintenance and operation thereof and shall pay for any replacement or relocation which may become necessary.

(c) The following provisions shall apply to all public fire hydrants:

- 1. The use of public fire hydrants shall be restricted to the taking of water for the extinguishment of fires. Water shall not be taken from any public fire hydrant for construction purposes, sprinkling streets, flushing sewers or gutters, irrigation, or for any other use unless specifically permitted by the Authority for the particular time and occasion.
- 2. The Authority shall not be considered in any manner an insurer of persons or property, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire or otherwise, and shall not be responsible to any person or persons for any loss, damage, or injury by reason of fire, water, failure to supply water or pressure, or any other cause whatsoever.
- 3. The Authority shall not be required to extend its mains for the purpose of supplying public fire hydrants which may be desired except under mutually acceptable arrangements to defray the installation cost of such extensions.

13 - Pressure and Continuity of Supply:

(a) The Authority does not guarantee an uninterrupted supply of water or a sufficient or uniform pressure, except as specified in VDH regulations.

(b) In high elevation areas where pressure is low, the customer may, if he desires a higher pressure than furnished at the meter of the Authority, install at his own expense a tank and/or booster pump acceptable and approved by the Authority.

(c) It shall be the customer's responsibility to install the proper regulating device to reduce the pressure to the extent desired, where the pressure to the customer's premises is greater than 80 psi.

(d) The Authority shall have the right to require the adjustment, modification, or removal of any quick opening or closing valve or other device installed in a building when the operation results in an unreasonable fluctuation of pressure in the Authority's system.

14 - Interruptions in Water/Sewer Supply

(a) The Authority may at any time shut off the water/sewer service in the mains in case of accident or for the purpose of making connections, alterations, repairs, changes, or for other reasons and may restrict the use of water facilities to reserve a sufficient supply for public fire service and sewer facilities for other emergencies whenever required for public welfare.

(b) While it is the intention of the Authority to give notice in advance of any work which must be done that will necessitate any interruption of water/sewer service, such notice shall be considered a courtesy and not a requirement of the Authority. Property owners shall regulate their connection with the water/sewer supply system so that damage shall not occur if the water/sewer is shut off without notice.

(c) The Authority shall use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service.

15 – Special Contracts:

The Authority may enter into contracts with any person, firm, or corporation, including municipalities, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary water/sewer service; provided, however, that the rates or charges to be paid there under shall not be less than an amount which is fair and equitable, taking into account the cost to the Authority of providing such service.

16 - General:

(a) There shall be no free service or un-metered service rendered by the Authority. If any local, state, or federal government, or any department, agency or instrumentality thereof, or any other public body shall desire service to be rendered by the Authority, it shall apply for and receive such service pursuant to the regulations herein contained and shall pay for the same at the established rates, fees and other charges.

(b) No person shall turn the water on or off at any street valve, corporation stop, curb stop or other street connection, or disconnect or remove any meter without the consent of the Authority.

Penalties provided by law for any such unauthorized action shall be strictly enforced.

(c) Employees or agent(s) of the Authority are expressly forbidden to demand or accept any compensation for any service rendered to Authority customers except as covered by Authority rates and regulations.

(d) No employee or agent of the Authority shall have the right or Authority to bind the Authority by any promise, agreement, special deals or representation contrary to the letter or intent of these regulations.

(e) All new customers shall install an accessible cutoff valve and backflow preventor prior to the first point of use.

(f) No employee or representative of the Authority shall perform any work on private property unless said work is expressly authorized by another section of these regulations.

17 - Customer Grievance Procedure:

(a) Whenever a customer desires to file a complaint about any action taken by the Authority regarding the enforcement of these regulations, the customer shall within thirty (30) days after the occurrence or condition giving rise to the complaint, submit in writing the facts of his grievance to the Authority's Director.

(b) The Director or designee shall respond in writing to the written complaint within five (5) working days. The response shall be prepared based on the context of these regulations.

(c) If the customer believes that the Director's response is inadequate, the customer shall within seven days after receipt of reply, submit a written notice of appeal to the Authority's Finance Board. The notice of appeal shall include the customer's rationale for appeal and grounds seeking reversal of the Authority's response. The Finance Board shall consider the matter and render a decision. Appeal from the decision of the Finance Board may be made within seven days after receipt of reply to the Authority's Board of Directors.

(d) Notices of appeals received seven (7) calendar days prior to the Authority's Board of Directors next regularly scheduled meeting shall be heard at that time. Notices received less than seven (7) calendar days before next meeting shall be heard at the Authority's subsequent scheduled meeting.

(e) The decision of the Authority's Board of Directors shall be final.

SECTION F - AMENDMENTS AND INTERPRETATION:

If any article, section or portion of these regulations is found to be invalid by duly constituted Authority, it shall not affect the validity of the remaining regulations.

The Authority reserves the right to revise and/or amend its policies and regulations for water and sewer service and to interpret the meaning of all statements made herein.