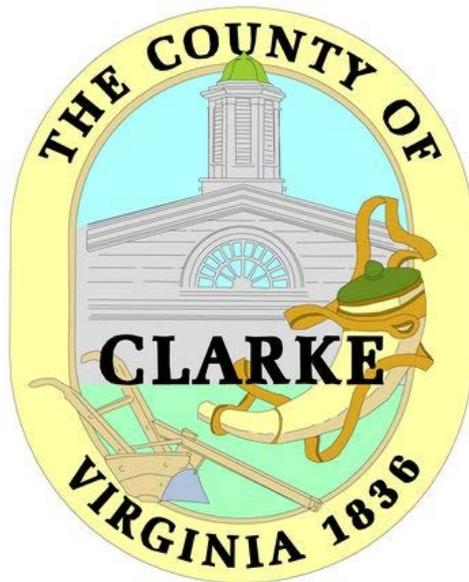


CLARKE COUNTY SANITARY AUTHORITY
RULES AND REGULATIONS
FOR WATER AND SEWER SERVICE



LAST UPDATED: October 8, 2019

ACQUISITION OF SERVICE

Capacity Approval. Owners or their representative shall make application for water and/or sewer capacity in writing upon forms provided by the Clarke County Sanitary Authority (hereafter referred to as the Authority) and forward the application to the Authority Administrative Office.

If the application is for a single dwelling residential home, the Authority Administrative Office will determine if the property is in an approved service area and if the requested capacity for service is available. Soon thereafter, the Administrative Office will notify the owner/representative if the request has been approved or rejected. If an application is rejected based on the lack of capacity, the applicant will be provided with possible alternatives.

For all other applications, the Authority will consider the request at its next scheduled Board Meeting. In the event that capacity cannot be confirmed, the application will be held on file pending a capacity decision and service availability date.

If reserved residential capacity is approved, the Authority will inform the owner/representative that capacity is reserved for a period of one year.

If reserved capacity for commercial and/or industrial use is approved, the Authority will inform the owner/representative that requested capacity could be reserved for a specific time period with a non-refundable deposit.

When a customer or developer requests capacity approval for water and/or sewer usage of more than 1,000 gallons per day and the amount of the request is deemed available by the CCSA Board, the customer or developer will be required to make a non-refundable deposit of no less than seventy-five (75) percent of the availability fee rate in effect at that time. At the time the non-refundable deposit is made, the CCSA will guarantee reserved capacity in the requested amount for a period of two (2) years. The reserved capacity is non-transferable unless the customer has written approval from the CCSA Board.

Site Plans. Site plans for all new commercial connections and/or any residential connection with a proposed flow of over 375 gallons per day shall be submitted to and approved by the Authority and its designated Engineer. Developer/Owner shall reimburse the Authority actual review costs plus an administrative fee of 10% of review costs.

Connection. The owner shall arrange for installation of water and sewer laterals and meter vault to the property in accordance with plans and specifications approved by the Authority available at Authority offices. The cost of this work, including inspection costs, shall be borne by the owner. This installation shall become the property of the Authority.

The Authority will be responsible for maintaining the section of the water line that runs from the main to the meter and the meter itself. The customer will be responsible for maintaining the section of water line that runs from the meter to the home/building. The CCSA requires that all of the meters it owns to be in as close proximity to the water main as possible. Therefore, new customers connecting to the public water system must have the location of the meter vault/crock approved by the CCSA before proceeding with any installation work.

In regards to sewer lines, the Authority will be responsible for maintaining the section of the sewer line that runs from the main to the property line. The customer will be responsible for maintaining the section of the sewer line that runs from the property line to the home/building.

In Millwood, the CCSA owns sewer laterals up to the customer's grinder pump station and the actual grinder pump station and pump itself. The customer owns and maintains the sewer lateral from the grinder pump to the building.

The CCSA requires that all its grinder pump stations be in as close proximity to the sewer main as possible. Therefore, new customers hooking to the sewer system in Millwood must have the location of the grinder pump station approved by the CCSA before proceeding with any line installation work.

Availability Fees. At the time the water and/or sewer lines have been installed and connected to a building that has otherwise qualified for a Certificate of Occupancy, the owner or representative shall pay the water and/or sewer availability fee that is being charged at that time. For commercial and industrial customers requesting more than 1,000 gallons per day of water/sewer usage, the owner or developer shall pay the difference between the deposit previously paid and the water and/or sewer availability fee rate that is being charged at that time.

A copy of a Certificate of Occupancy must be forwarded to the CCSA Administrative Office within 30 days after receipt of the availability fee for the application to be valid and the payment to be considered paid in full. If the Certificate of Occupancy is not issued within 30 days after the availability fee payment is paid, the owner/developer must pay the difference, if any, between the rate that was in effect at the time the availability fee was paid and the rate that is in effect at the time the Certificate of Occupancy is issued.

The Clarke County Sanitary Authority reserves the right to charge additional availability fees when there is a substantial change in usage that causes the property to use more water and/or sewer than what was reserved at the time the original availability fee was paid or grandfathered.

Expiration of Reserved Capacity. Upon expiration of the one-year period without hookup of service being requested, all rights of the owner/representative granted under the original application shall be forfeited unless, at the owner's request for extension, the Authority finds that the owner's delay is for good cause shown in which event the Authority may extend the approval for an additional amount of time to be determined by the Authority Board.

Right of Authority to Control Capacity. It is the general policy of the Authority that its capacity to provide water and sewer service be allocated and assigned on a first-come first-served basis. However, in the event the known anticipated public demand exceeds the Authority's capacity for any reason (including, but not limited to, a moratorium imposed by regulatory authorities), the Authority reserves the right to enforce such reasonable regulations as may be adopted from time to time to achieve fairness.

Customer Service Lines. The customer's service lines will be installed in accordance with the current CCSA Standards and Specifications and the material and installation shall be approved by the Clarke County Building Department or appointed contractor. The customer at his/her expense shall perform any repairs, maintenance, replacement, or relocation necessary on the customer's service pipe or fixtures in and upon the customer's premises.

Backflow and Cross-Connections. All customers shall install and maintain their service lines in such a manner as to prevent backflow and cross-connections.

Temporary Connections. The Authority will provide temporary water and/or sewer service during construction, provided the following conditions exist:

1. Such service is in accordance with all other policies governing construction, operation, and protection of Authority systems.
2. All costs are paid by applicant including: availability fee, account fee, meter fee, cost of lateral, cost of other appurtenances, and usage charges.
3. Such service shall apply during the one-year period that capacity has been reserved under the connection policy, unless extended by prior agreement.

METERS AND METER INSTALLATION

Meter Specification. The Authority shall provide and install meters up to 2-inch. Meters over 2-inch will be furnished and installed by the customer, and shall be the model and brand approved by the Authority. Meters will be the property of the Authority at all times.

Customer to Provide Access to Meter. Where meters are installed inside a building, the customer shall provide a readily accessible and protected location for the installation and provide for a remote readout.

Responsibility for Repair and Replacement. Meters will be maintained by the Authority at its expense insofar as ordinary wear and tear or freezing in outside meter valves is concerned, but damage to any meter due to causes arising from or caused by the customer's facilities, operations, or negligence, shall be paid for by the customer. Fee amount can be seen in Schedule C: Miscellaneous Fee.

Sewer-Only Meters. The Authority or a contractor will install, at the applicant's expense, a water meter on a private water supply for facilities discharging to the Authority sanitary sewer system. The meter is to be installed in a place that is readily accessible to the Authority for reading and servicing and shall be the property of the Authority.

Water-Only Meters. A separate water service with a meter may be connected to a facility that does not discharge into the sanitary sewer system. There shall be no connection between any system which discharges into the sanitary sewer system and a system which does not discharge to the sanitary sewer system. Violation of this rule will result in a six-month retroactive charge for sewer service based on consumption and discontinuance of service until the connection is removed.

Authority to Conduct Meter Tests. All meters will be accurately tested prior to installation. Meters will also be tested at intervals not to exceed fifteen years. The Authority may at any time remove any meter for routine tests, repairs, or replacement.

Customer Request for Meter Test. The Authority will, upon request of a customer, and in the presence of the customer or the customer's representative, test without charge the accuracy of the meter in use at the customer's premises, provided the meter has not been tested within a period of three years previous to the request. If the request is within three years of a previous request, a fee may be charged.

Remedy for Faulty Meters. Whenever a test of a meter reveals it to have an average error of more than two percent, the Authority will bill or credit to the customer such percentage of the amount of bills covering consumption indicated by the meter for the previous six months, unless it can be shown from the records of either party that the error found has existed for a greater or lesser period, in which case the adjustment will cover such actual period.

Right to Correct Bills. The Authority reserves the right to correct any bills rendered in error. Clerical/Administrative errors, where services are rendered, do not discharge the obligation for payment for such services.

CREATING AN ACCOUNT

1. Any new tenant, lessee, or property owner must complete a New Account Form, as Seen in Attachment A, before the CCSA will open an account in the respective customer's name(s).
2. In the event a tenant requests that an account be created in his/her name, the following steps must be taken:
 - a. The landlord or property owner is to send the CCSA Administrative Office a completed and signed Authorization Form, as seen in Attachment B.
 - b. The CCSA must collect a security deposit of:
 - i. \$300 for all residential accounts
 - ii. \$500 for all commercial accounts
3. For an individual water service to a tenant, if the landlord fails or refuses to submit the tenant authorization form, the CCSA may require the landlord to contract for the water service and/or to pay a security deposit for the tenant.
4. If the water meter serves multiple units, the landlord will be the customer and will be required to contract for service and pay any applicable security deposit.
5. Any new tenant, lessee, or property owner will be assessed a \$50 new account fee. This fee will be assessed on the first bill. This fee is not a deposit and will not be returned. This fee will not be assessed in circumstances in which an immediate family member is transferring the service into their name and out of another family member's name.

TERMS OF PAYMENT

Customer Liable for Payment. A customer who has made application for or received service at a premises shall be held liable for all applicable water and sewer services furnished to such premises until such time as the customer has properly notified the Authority to discontinue service for his/her account.

A property owner may choose to discontinue their respective water and/or sewer service, but will have to decide one of two options before termination will be completed. These options are:

1. Have the CCSA shut off and lock the meter and continue paying the minimum applicable water and sewer base rate every billing cycle while the service is shut off in order to keep the availability fee rights active

OR

2. Have the CCSA permanently terminate the service(s) and not pay the minimum applicable water and/or sewer base rate every billing cycle while the service is terminated by agreeing in writing to forfeit the respective water and sewer availability rights to the property.

If someone requests to restore the respective water and/or sewer service within a three-year time period after the respective service(s) is permanently terminated, that person may pay the lump sum of the minimum applicable water and/or sewer base fees, that would have been charged during the respective time period, plus 10% , instead of paying a new availability fee(s). However, once the original agreement is three-years old, any person requesting a restoration of the water and /or sewer service that was terminated would have to pay availability fee(s) at the rate, that is current at the time of restoration, and any costs associated with restoring the connection(s).

In any situation where a tenant does not pay a water and/or sewer bill, the property owner becomes responsible for payment within 30 days of written notification by the Clarke County Sanitary Authority. If payment is not received in 30 days, the Clarke County Sanitary Authority will follow the termination policy as stated in the CCSA Rules and Regulations for Water and Sewer Service.

Due Date. Bills for service shall be due and payable when rendered or as indicated by the payment date.

Late Payment. Bills for service not paid by the payment date shall be subject to a late fee on the unpaid balance.

Partial Payment. Partial payments will not automatically suspend an action by the Authority to discontinue service, and all rights of the Authority to discontinue service are expressly reserved when a partial payment is made.

Abatements and Refunds. As many customers know, water leaks can be costly; however, if steps are taken to recognize and immediately repair water leaks, the costs associated with higher water and sewer bills may be reduced.

Underground Water Leak: In the case of an underground leak, an adjustment may be made of fifty percent of the water service charge and one-hundred percent of the sewer service charge of the amount in excess in a bill due to this cause, based on an average of the previous three consecutive-like periodic bills provided the customer promptly and properly repairs such leak when detected. The Authority will have the final determination as to the amount of water lost by the leak. Bills will not be adjusted for more than two billing cycles.

For an adjustment to be considered for underground leak, the customer should complete the attached application (Attachment B) and submit one of the following:

- a. A copy of a plumber's invoice that the customer has paid
- b. A written letter with dates and a list of the repairs completed. The letter should state the reason for the repair.

High Bill Adjustment (excluding underground water line leaks): The Authority may consider a “High Bill Adjustment” in instances where a customer receives a bill with a two-month consumption (MC) at least three (3) times the average bi-monthly consumption (AMC) and no other applicable adjustment exists. **Bills will not be adjusted for more than two consecutive billing cycles.**

The AMC will be determined by calculating the customer’s average two-month consumption over the past twelve months or average of all bills for those who have been customers less than twelve months.

Eligible customers may receive this adjustment on one bill every five (5) years while at that property. For example, if a customer receives a “high bill adjustment” for the November 2015 billing cycle, the customer would not be eligible for another “high bill adjustment” until the November 2020 billing cycle.

Residential charges are adjusted based on AMC plus 50% of the excess usage on the one bill. A single unit commercial property can also receive a “High Bill Adjustment;” however, the commercial charges are adjusted based on AMC plus 75% of the excess usage on the one bill.

The Authority reserves the right to consider different levels of adjustments, on a case by case basis, in instances where a customer qualifies for the high bill adjustment and there is evidence that water did not enter the public sewer system.

Example:

| Billing Date | Jan. 2015 | March 2015 | May 2015 | July 2015 | Sept. 2015 | Nov. 2015 | Jan. 2016 | March 2016 |
|----------------------|-----------|------------|----------|-----------|------------|-----------|-----------|------------|
| Usage (in thousands) | 10 | 13 | 12 | 15 | 11 | 15 | 23 | 48 |

In this example, the January 2016 consumption does not qualify for a High Bill Adjustment. The AMC would be 12,666 gallons (10+13+12+15+11+15=76, 76÷6=12.666). The 23,000 gallons billed in January 2016 is not three times the AMC, which would be 37,998 (12,666 X 3=37,998).

However, the 48,000 gallons billed during the March 2016 billing cycle qualifies (if occupancy did not change and there were no leaks) since it is at least three times the AMC, which would be 44,499 (14,833 X 3 = 44,499).

In order to be considered for a “High Bill Adjustment,” a customer would need to complete the attached application (Attachment B).

DISCONTINUATION OF SERVICE GENERALLY

Discontinuation not Sole Remedy. Discontinuing service to a customer for any reason shall not prevent the Authority from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.

Notice to Customers. The Authority may disconnect the premises served upon giving the customer written notice, posted in the United States Mail, not less than five calendar days before the date on which service shall be discontinued. Service may be restored when the customer's entire account balance has been paid in full, including the overdue/termination fee and other fees that may have been added.

DISCONTINUATION FOR NONPAYMENT

1. Bills are delinquent the day after the due date stated on the respective bill.
2. Bills are overdue 30 days past the due date on the bill.
3. During the next billing cycle, customers are provided with a notification letter stating that their bill is overdue and that they have no less than five calendar days to pay off their overdue amount before termination notices are mailed.
4. If five calendar days pass without receipt in full of the overdue charges, the customer will be sent a termination notice giving the date the service will be disconnected unless the customer's account balance is paid in full. An administrative termination-processing fee of \$25.00 also becomes due and payable at the time this notice is sent, even if the service is not physically cut off.
5. One final notice is mailed giving the customer no less than 3 calendar days to pay the overdue amount and termination processing-fee before the service is terminated. Property owners will be mailed a copy of the final notice.
6. At the time the service is cut off, a reconnection fee of \$50 is added to the account and the account including the administrative termination-processing fee and reconnection fee must be paid in full before the service is reactivated. The Authority is not responsible for bills, notices, or payments not received after posting in the U.S. Postal System.

Appeal to Authority. Under special and unusual circumstances, as determined by the Authority, customers experiencing severe but temporary financial or medical problems may seek an extension to pay an overdue account. A determination of need by the Clarke County Department of Social Services may be required. If the Department of Social Services pays past due usage charges, it will be the disposition of the Authority to waive reconnection and late fees. Otherwise, it is the responsibility of the customer to make an appeal to the Authority for the full amount past due, and to release to the Authority the Department of Social Services statement of need. The Service will not be interrupted until the Authority rules on the request for an exception.

FINAL BILLING

TENANTS

1. The CCSA will apply the security deposit to the tenant's final billing. If after the security deposit is applied, a credit exists, the CCSA will mail a check in the amount of the credit to the tenant.

2. The CCSA will mail the landlord or property owner the tenant's final bill at the same time the tenant is mailed his/her final bill.
3. If the final bill is not paid by the due date on the bill, the CCSA will attempt to mail one additional letter to the former tenant notifying him/her of their overdue amount.

PROPERTY OWNERS

1. The CCSA will apply the security deposit, if applicable, to the owner's final billing. If after the security deposit is applied, a credit exists, the CCSA will mail a check in the amount of the credit to the owner.
2. If the final bill is not paid by the due date on the bill, the CCSA will attempt to mail one additional letter to the former tenant notifying him/her of their overdue amount.

FILING A LIEN

ACCOUNT IN TENANT'S NAME

1. If the former tenant does not respond to the CCSA's mailing by paying the final bill, the CCSA will mail a written notice and a copy of the final bill to the landlord at least 30 days prior to filing the lien against the real estate.
2. The lien may be no more than the amount of three months of bills, "applicable penalties and interest on such delinquent charges" and up to 20% of the delinquent charges for attorneys' fees and collection costs. No lien may be placed for less than \$25.00.

ACCOUNT IN PROPERTY OWNER'S NAME

1. For customers who are the owner of the property, the CCSA may place a lien on the customer's property if the water and/or sewer bill is unpaid and the termination process has been completed.

DISCONTINUANCE OF SERVICE FOR REASONS OTHER THAN NONPAYMENT

Reasons For Discontinuation. In addition to nonpayment, the Authority shall discontinue service after five days notice for any of the following reasons:

1. Willful and indifferent waste of water due to any cause.
2. Willful or indifferent actions that introduce foreign material into the sewer system that may damage the Boyce Wastewater Treatment Facility.
3. Failure to protect and maintain the service pipe, fixtures, or drainage system on the property of the customer in a condition satisfactory to the Authority.
4. Tampering by the customer or others with the knowledge of the customer, with any meter, service pipe, valve, or other appurtenance of the Authority's controlling or regulating the customer's water supply and/or sewer flow.

5. Failure to provide the Authority's personnel or agents free and reasonable access to the meter or other appurtenances controlling or regulating the customer's water or sewer service.
6. Violation of any rule or regulation of the Authority.

RESTORATION OF SERVICE

Correction of Deficiency Required. When service to a customer has been terminated for any of the above stated reasons, other than temporary vacancy of the premises, it will be renewed only after the conditions, circumstances, or practices that caused the service to be discontinued are corrected to the satisfaction of the Authority and upon payment of all charges due and payable by the customer.

Time for Restorations to Occur. Restorations of service will be made only during regular working hours, Monday through Friday, 8:00 a.m. to 4:00 p.m.

Option to Require Deposit. The Authority may require a deposit equal to the average bimonthly usage charges prior to restoring service to a customer whose service had been discontinued.

PUBLIC FIRE HYDRANTS

Authority hydrants may be used under the following circumstances only:

1. An actual emergency.
2. Scheduled and organized training programs, upon written notice to the Authority at least twenty-four hours prior to the training.
3. Maintenance and fire flow tests under the direct supervision of the Authority.

PRIVATE FIRE PROTECTION SYSTEMS

Systems connected directly to Authority mains for fire protection shall be constructed by and at the expense of the customer according to plans and specifications approved by the Authority and subject to inspection during and following construction. Fire systems shall be protected for backflow prevention and cross-connection control. Private fire protection systems and hydrants shall be used solely for the extinguishments of fire, fire drill, or testing of equipment. No connection for water service for uses other than fire protection shall be made to any private fire protection system. For violation of these provisions, the Authority may discontinue service.

PRESSURE AND CONTINUITY OF SUPPLY

Uniform Pressure. The Authority does not guarantee a sufficient or uniform pressure or an uninterrupted supply of water. Customers, who require an uninterrupted supply such as for steam boilers or domestic hot water systems, should provide sufficient storage to meet their requirements.

Low Pressure Remedy. Where pressure is low, customers may, at their expense, install a tank and/or booster pump of a type and installation approved by the Authority.

High Pressure Remedy. Where pressures are high, the customer may install at his own expense, a pressure reducing or regulating valve.

Special Valves. The Authority has the right to require the adjustment, modification, or removal of any quick opening or closing device or valve which causes an unreasonable fluctuation of pressure in the Authority's lines.

INTERRUPTIONS IN WATER SERVICE

Interruptions Allowed. The Authority may at any time interrupt water service because of an accident, or for making connections, repairs, changes, or for other reasons, and may restrict the use of water to reserve a sufficient supply for public fire service and other emergencies whenever the public welfare may require it.

Notification. It is the intention of the Authority to give advance notice of any interruption of service. However, in the event of an unanticipated interruption of service, such notice is not required. Customers must regulate their installations so damage will not occur if service is interrupted without notice.

Disposition of Authority. The Authority will exercise reasonable and diligent care to avoid interruptions of service, but it cannot or will not guarantee that such will not occur.

SPECIAL RATES AND CONTRACTS

The Authority may enter into contracts with any person, firm, corporation, or political subdivision for the sale of water or sewerage service of any unusual or extraordinary amount at a special rate provided that such rate shall not be less than amounts which are fair and equitable taking into account the cost to the Authority of providing such service and the periods of such contracts.

RESTRICTIONS ON SEWER USE

All discharges to the sanitary sewer shall be through an authorized and approved service connection to the sewer main and shall comply with all Sewer Use Ordinances found in the Code of Clarke County, Virginia.

SEWER STOPPAGE

Notification and Action. In the event of a sewer stoppage, the customer shall notify the Authority as soon as possible. The Authority will check its mains and determine if the stoppage is in the sewer main or the service lateral.

Authority Responsibility. Should the stoppage be in the sewer main, the Authority will clear the stoppage as soon as possible. If the stoppage is in the service lateral, the customer will be notified and shall be responsible to clear the stoppage.

Customer Responsibility. The Authority will not be responsible for the payment or reimbursement of any work performed for removing the stoppage from the service lateral. However, if it is found that the stoppage occurred in the lateral at a point off the customer's private property, and was not due to negligence on the customer's part, the Authority shall bear the expense of removing the stoppage.

DISCHARGE OF UNMETERED WATER INTO SEWER SYSTEM

Discharge of groundwater, rainwater, or any water that is not metered by the Authority, shall be deemed an unauthorized use of the system. This includes the connection of sump pumps, gutters, and storm water drains to the system.

UNAUTHORIZED USE OF WATER

Water service shall not be provided without charging for such service in accordance with established rates, fees, and charges.

The use of jumpers or devices other than a meter issued by the Authority, unless specifically approved by the Authority in writing, constitutes theft of water service. Such devices, when found in use, shall be confiscated. The owner, tenant, or holder of the building permit shall be charged at a rate established by the authority. The amount due shall be paid before a meter is installed. The Authority reserves the right to seek redress in a court of law.

Any customer using a water meter besides his/her own, without approval from the Authority and/or the owner of the meter, constitutes unauthorized use of water service. The customer will be charged for the water and/or sewer used and an unauthorized use of water fee. The amount of the water/sewer charges and the unauthorized use of water fee will be decided by the Authority.

If a water/sewer service is terminated and a customer chooses to activate the service(s) without satisfying all amounts due and without approval from the Authority, the customer will be charged for the water and/or sewer used and an unauthorized use of water fee. The Authority may remove the meter. The customer is responsible for all costs incident thereto.

RATES GENERALLY

Free Service. The Authority shall render no free service.

Accessibility. The service pipes and fixtures on the customer's premises shall be accessible to the Authority for inspection at reasonable hours.

Limited Authority of Employees and Agents. Employees or agents of the Authority shall not have the right to bind the Authority by any promise, agreement, or representation contrary to the letter or intent of these Rules and Regulations.

Complaints. Any complaint against the service or employees of the Authority shall be made at the office of the Authority and preferably in writing.

Repairs by Authority to Customer Lines. The Authority may perform emergency repairs at a customer site if done in conjunction with Authority responsible repairs at the same site when this approach is considered the most expedient method to return customer service. Normally time expended on repairs that are a customer responsibility will be less than 4 hours unless approved by the Authority. Effort expended for customer repairs will be documented and billed separately to the customer.

Marking of Sewer and Water Lines. The Clarke County Sanitary Authority will, at its own expense, mark the location of water and sewer mains for the purpose of protecting its distribution and collection systems during construction. Written request of a property owner to perform

markings shall be delivered with reasonable notice to authorized personnel. Such markings may, however, be approximate, and may not be complete or accurate. Responsibility for damage to mains will remain the responsibility of the property owner regardless of the location of the markings.

Markings of customer laterals must be arranged with a qualified plumber.

USAGE CHARGES

Water usage charges shall be billed to all customers on a bimonthly basis based on metered consumption. Substantial change to usage or service connection will be cause for review by the Authority.

Sewer usage charges are based on 100% of the metered water consumption. In the event of no water usage or a negative water usage, the Authority will charge the minimum sewer base rate. The rates for service are set forth in Schedule A - Tables I and II.

New Connections. The Authority will begin billing new homes for water and sewer usage no later than 30 days after an availability fee has been accepted. In the event that no water usage has occurred after 30 days the availability fee payment, the Authority will charge the minimum sewer base rate.

Reclassification: Commercial to Residential. A customer may choose to change his/her billing status from commercial to residential; however, before doing so, the customer must agree in writing that:

1. Where a customer requests to change an account from existing commercial status to residential status and then subsequently seeks to reclassify the same account as commercial at a future date, then that customer shall pay the difference between the residential sewer availability fee and the commercial sewer availability fee at the rate in effect at the time of the reclassification to commercial status.
2. The customer must also pay any fees associated with having the written agreement filed with the property deed at the Clarke County Circuit Court.

Reclassification: Residential to Commercial. Any customer who seeks to change his/her residential status to commercial must pay the difference between the residential availability fee(s) and the commercial availability fee(s) at the rates in effect at the time of reclassification. Note that if a customer is a water and sewer customer, the customer shall pay the difference between the sum of the water and sewer residential fee(s) and the sum of the water and sewer commercial availability fee(s) at the rates in effect at the time of the reclassification.

AVAILABILITY FEES

Generally. Availability Fees shall apply to all sewer and water connections and be based on the average projected daily flow in accordance with Schedule B. An un-metered sewer service shall have the availability charge based on the projected daily water flow. For un-metered industrial sewer services, the availability may be determined by demand if shown the discharge to the sewer system will be greatly different than the amount of water provided.

Waterloo Sewer Service District. Availability fees in the Waterloo Sewer Service District will be made by a separate calculation based on the terms of contractual agreements related to that district.

Fire Line Availability Fee. There shall be a fee for fire lines based on the size of the fire line (s) serving the structure. The fee shall be 50% of the difference between the availability fee for the diameter of the fire line (s) and the residential service.

Service to Multiple Buildings Through a Single Connection.

1. Master Meters. Service to more than one residence and/or commercial unit through a single water or sewer connection are termed “Master Meter Setups” and may be provided at the discretion of the Authority upon submission of an availability application, subject to the following conditions:
 - a. The usage fee will be calculated by multiplying the base sewer charge, based on projected flow, times the number of units, plus the surcharge associated with each unit.
 - b. In cases where a master meter is desired to support a combination of a commercial unit and a residential unit (e.g. store on first floor with apartment above) the Authority will decide fee rates on a case by case basis after considering such factors as size and scope of the facility, meter sizes, etc.
 - c. The meter fee will be calculated by multiplying the single unit meter fee times the number of units.
 - d. Connection of additional units without approval of the requisite availability fee application for such units shall be deemed an unauthorized use of service, and result in termination of service to all units.
 - e. The availability fee for master meter setups will be computed by taking the higher of:
 1. an amount derived by multiplying the number of units by the availability fee per unit.
 2. an amount based on the meter size or calculated flow.
 - f. The owner will receive a single bill for water and sewer services, and the Owner shall be responsible for any billing of customers behind the master meter.
 - g. A single water connection can be combined with multiple sewer connections, but a single sewer connection cannot be combined with multiple water connections.
2. Service to Outbuildings. Water or sewer service from an existing residence to an outbuilding on the same parcel that is neither a commercial unit, a residence, nor a 2nd domicile available for rent, may be provided at the discretion of the Authority upon submission of an availability application, subject to the following:

- a. For the purposes of this section a residence is defined as a non-commercial structure containing separate kitchen facilities. Therefore, the outbuilding cannot contain kitchen facilities.
- b. If approved, the customer will be required to sign a deed restriction making clear that the outbuilding will be subject to additional availability fees, and may be subject to additional connection requirements, if it is to be utilized as a residence in the future. The customer will pay for any charges to have the deed restriction filed at the Courthouse.
- c. Any conversion of the outbuilding to a residence without approval of the requisite availability fee application for such residence shall be deemed an unauthorized use of service.

METER FEES

Meters will be purchased by the authority. The customer will be assessed a meter fee that is intended to cover the cost of reviewing connection plans, cost of inspecting the connection, cost of the meter, cost of testing of the meter, and cost of setting the meter. The Authority reserves the right to purchase a larger meter than required for residential service, but the customer will not be charged at a higher rate if the Authority exercises this option.

MISCELLANEOUS FEES

Schedule C sets forth the miscellaneous fees charged by the Authority for services rendered, other service charges, and availability fees.

Account Charge. There shall be a one-time charge for each new or transferred account to defray the administrative costs associated with establishing that account. New accounts will incur an account charge for each sewer and each water connection. Transfers will incur a single account charge for water and/or sewer connection. The Authority reserves the right to customize the amount of this fee to individual circumstances if required to recover costs.

Residential Customer Deposit. The Authority may require of any residential applicant for continuing service, a deposit to secure the performance by the customer of the terms under which service is secured. The deposit may be refunded, without interest, after two years of service without any late payments or after discontinuation of service. Normally deposits will only be required from renters.

Reconnection Fee. When it is necessary to discontinue water service because of a reason stated in the Discontinuation of Service section, a charge will be made for turning on the water. This charge, together with any arrears that may be due the Authority for charges against the customer, shall be paid before the water will be reconnected. Customers requesting that their water service be terminated for less than thirty days will pay a reconnection fee, which will be added to their next regular bill upon resumption of service. Termination for emergencies will not require a reconnection fee.

Service Charges for Work to Customer Lines. Work performed by the Authority on customer lines shall be billed at cost plus a percentage to cover administrative costs.

Returned Check Fee. A fee will be charged for any check returned to the Authority by the bank because of insufficient funds on deposit with the bank.

Late Fee. A late fee shall be applied to any service charge paid after the due date, this charge will continue to be renewed each billing cycle until the past due amount is paid.

Sprinkler Line Fees. Customers who have sprinkler systems will pay an annual fee, referenced in the fee schedule, based on each line which serves their sprinkler system. The combined diameter of these lines shall not exceed the sum of the diameter of the Authority's main line serving the property. This cost is to defray the costs associated with the repair and maintenance of the fire service line.

New Developments or New Houses. For installation of mains, laterals, vaults, pumps, accessories etc., the developer/owner of a new house/building shall pay Clarke County Sanitary Authority the actual cost of assignable engineering and inspection services, plus a percentage to cover administrative costs. In the case of a development approved by the Planning Commission of Boyce or Clarke County, assignable engineering and inspection costs shall also be paid by the developer/owner as part of the development costs rather than directly to the Authority.

Fire Hydrant Fee. Customers who have installed fire hydrants which serve only the customers' property, and which are the responsibility of the Authority, will be charged an annual fee per hydrant to defray the costs associated with their repair, maintenance, and replacement.

Fire Flow Tests. Fire flow tests must be performed in the presence of an Authority inspector. There is a fee for each test. Owners shall pay actual testing expenses.

Outdoor Metered Water Use. The CCSA does not adjust the sewer portion of a customer's bill when metered water is used to fill a swimming pool, utilizing irrigation systems, and/or any other outdoor watering. Any outdoor metered water use shall be billed based on the Usage Charge section of this document at the rate found in Schedule A.

Grinder Pump Fees. Any customer who causes a grinder pump to become damaged and/or non-functioning due to his/her negligence or actions (ex. Items being improperly placed down drains and/or toilets) will be charged a grinder pump obstruction fee; amount can be seen in Schedule C: Miscellaneous Fee. Damage to any grinder pump housing due to causes arising from or caused by the customer's facilities, operations, or negligence, shall be paid for by the customer. Fee amount can be seen in Schedule C: Miscellaneous Fee.

Schedule A – Usage Charges, Effective September 2019 Billing Cycle

| TABLE I | Unit | Rate |
|---|--------------------------------------|-------------|
| Residential and Commercial Water Base Charge (Minimum Base Rate)-2 months | 1,000 gallons or less for two months | \$12.90 |
| Residential and Commercial Water Surcharge | Each 10 gallons over the Base Amount | \$0.1290 |

| TABLE II | Unit | Rate |
|--|--|-------------|
| Residential Sewer Base Charge (Minimum Base Rate)-2 Months | 9,000 gallons or less for two months | \$117.00 |
| Residential Sewer Surcharge | Each 10 gallons over the Residential Base Amount | \$0.1491 |
| Commercial Sewer Base Charge (Minimum Base Rate)-2 months | 12,000 gallons or less for two months | \$206.46 |
| Commercial Sewer Surcharge | Each 10 gallons over the Commercial Base Amount | \$0.1491 |

Schedule B – Availability and Meter Fees, Effective July 1, 2006

A single family dwelling, town-home, or apartment shall be assessed a Water Availability Fee of \$13,800 per unit and a Sewer Availability Fee of \$16,200.00 per unit. Duplexes shall be assessed a water availability fee of \$27,600.00 and a sewer availability fee of \$32,400.00. Multi-family units shall be assessed a water availability fee of \$13,800.00 per unit and a sewer availability fee of \$16,200.00 per unit. All other commercial, industrial and mixed-use users shall be assessed a fee based upon the Projected Average Daily Flow in gallons per day (gpd) in accordance with the schedule below. All flow projections shall be computed in accordance with the Virginia Department of Health Waterworks Regulations (12VAC5-590-690). Average daily flow and peak hourly flow calculations shall be provided to the Clarke County Sanitary Authority for review.

| Projected Average Daily Flow (gpd) | Water Availability Fee | Projected Average Daily Flow (gpd) | Sewer Availability Fee |
|------------------------------------|------------------------|------------------------------------|------------------------|
| 1 to 375 | \$20,700.00 | 1 to 300 | \$24,300.00 |
| 376 to 500 | \$27,600.00 | 301 to 400 | \$32,400.00 |
| 501 to 625 | \$34,500.00 | 401 to 500 | \$40,500.00 |
| 626 to 750 | \$41,400.00 | 501 to 600 | \$48,600.00 |
| 751 to 875 | \$48,300.00 | 601 to 700 | \$56,700.00 |
| 876 to 1000 | \$55,200.00 | 701 to 800 | \$64,800.00 |
| 1,001 to 1,250 | \$69,000.00 | 801 to 1,000 | \$81,000.00 |
| 1,251 to 1,500 | \$82,800.00 | 1,001 to 1,200 | \$97,200.00 |
| 1,501 to 1,750 | \$96,600.00 | 1,201 to 1,400 | \$113,400.00 |
| 1,751 to 2,000 | \$110,400.00 | 1,401 to 1,600 | \$129,600.00 |
| 2,001 to 2,250 | \$124,200.00 | 1,601 to 1,800 | \$145,800.00 |
| 2,251 to 2,500 | \$138,000.00 | 1,801 to 2,000 | \$162,000.00 |
| 2,501 to 3,125 | \$172,500.00 | 2,001 to 2,500 | \$202,500.00 |
| 3,126 to 3,750 | \$207,000.00 | 2,501 to 3,000 | \$243,000.00 |
| 3,751 to 5,000 | \$276,000.00 | 3,001 to 4,000 | \$324,000.00 |
| 5,001 to 6,250 | \$345,000.00 | 4,001 to 5,000 | \$405,000.00 |
| 6,251 to 7,500 | \$414,000.00 | 5,001 to 6,000 | \$486,000.00 |
| 7,501 to 8,750 | \$483,000.00 | 6,001 to 7,000 | \$567,000.00 |

| | | | |
|------------------|----------------|------------------|----------------|
| 8,751 to 10,000 | \$552,000.00 | 7,001 to 8,000 | \$648,000.00 |
| 10,001 to 12,500 | \$690,000.00 | 8,001 to 10,000 | \$810,000.00 |
| 12,501 to 15,000 | \$828,000.00 | 10,001 to 12,000 | \$972,000.00 |
| 15,001 to 17,500 | \$966,000.00 | 12,001 to 14,000 | \$1,134,000.00 |
| 17,501 to 20,000 | \$1,104,000.00 | 14,001 to 16,000 | \$1,296,000.00 |
| 20,001 to 22,500 | \$1,242,000.00 | 16,001 to 18,000 | \$1,458,000.00 |
| 22,501 to 25,000 | \$1,380,000.00 | 18,001 to 20,000 | \$1,620,000.00 |
| | | 20,001 to 22,500 | \$1,822,500.00 |
| | | 22,501 to 25,000 | \$2,025,000.00 |

New Developments or New Houses: The CCSA and its designated Engineer shall approve site plans for all new commercial connections and/or any residential facility with a proposed flow of over 375 gallons per day. Developer/Owner shall reimburse CCSA actual review costs plus 10% administrative fee.

CCSA Ownership. The Clarke County Sanitary Authority will begin ownership of the “Utilities” herein defined as meters, grinder pumps, pump stations, water lines from the main to the meter, and sewer lines from the main to the customer’s property boundary, at the following times:

SUBDIVISIONS, APARTMENT BUILDINGS/CONDOMINIUMS, AND COMMERCIAL DEVELOPMENTS

A Date of Acceptance will be considered once the Developer has completed the following:

- Paid all required availability fees and review costs in full. Note that the Developer/Owner shall reimburse CCSA actual review costs plus 10% administrative fee.
- A completed availability fee application for each residential dwelling and/or commercial establishment has been forwarded to the CCSA.
- All required leak testing of manholes, pump stations, and lines have been completed and all test results have been forwarded to the CCSA in writing.
- Installed all equipment and material as stated on the final site plan approved by the County and the CCSA. Note that any variances must be approved by the CCSA.
- Recorded all required easements in the Clarke County Circuit Court.
- Ensured that all water meters, shut-off valves, grinder pumps, and hydrants are clearly marked and easily assessable for CCSA inspection.
- All hydrants, meters, meter crocks, shut-off valves, lift stations, grinder pumps, and manholes, have been installed in accordance with the Clarke County Sanitary Authority Standards and Specifications.
- Forward two copies of the final as-build plans to the CCSA. The final as-build plans must correctly show the location of all the water and sewer lines and every hydrant, meter, shut-off valve, lift station, grinder pump, manhole and any other piece of equipment involved with the distribution of water and collection of sewage.
- Forward at least one copy of all owner’s manuals and warranties to the CCSA.
- A copy of a performance bond must be forwarded to the CCSA. The amount of the bond must be the amount needed to cover the estimated cost of the water and sewer infrastructure. The

Developer may request reduction of performance and payment bond amounts; however, any reduction must be agreed upon, in writing, by the CCSA.

The Developer will be responsible for any maintenance of said facilities for one year from the Date of Acceptance. If at any time during the year, a defect in design, material, or workmanship is found, the Developer will repair the defect at no cost to the CCSA and the one-year maintenance responsibility will start over using the date of accepted repair as the start date, or as negotiated between the Owner and the CCSA.

Once one full calendar year has passed with no major defects, as determined by the CCSA, the performance bond will be closed and the CCSA will become responsible for the maintenance of the "Utilities."

SEPARATE (NO MORE THAN ONE) RESIDENTIAL DWELLINGS:

The CCSA will accept ownership of the "Utilities" at the time the water meter has been installed, all required easements have been recorded in the Clarke County Circuit Court, and a CCSA representative has inspected the water/sewer infrastructure.

Special Demands: In addition to the Water and Sewer Availability Fees listed above, whenever a new or modified user's water and/or sewer demand impacts CCSA facilities to such an extent that special modifications and/or expansion is required, an additional Availability Fee may be assessed. This additional Availability Fee shall be calculated based upon the total capital expenditures (administrative, legal, engineering and construction) required to provide service to the user.

Substantial change to usage or manner of connection shall be cause for review. A water and/or sewer customer that exceeds original projected average daily flow calculations may be assessed an additional Availability Fee.

Meter Fees:

| Meter Size | Meter Fee |
|------------|--------------------|
| 5/8" | \$200 |
| 3/4" | \$250 |
| 1" | \$300 |
| 1.5" | \$500 |
| 2" | \$700 |
| > 2" | Custom calculation |

Schedule C – Miscellaneous Charges

| Type | Rate |
|---|---|
| New Connection Account Fee | \$50 for each sewer and water connection |
| New Customer Account Fee | \$50 for water and/or sewer account |
| Transfer Account Fee | \$50 for water and/or sewer account |
| Administrative-Processing Termination Fee (charged when termination notice is sent, even if service is not actually terminated) | \$25 |
| Termination Fee (charged when termination is scheduled or completed) | \$50 |
| Meter Test | \$50 |
| Returned Check Fee | \$25 |
| Fire Hydrant Fee | \$50 annually |
| Sprinkler Fee | \$50 annually |
| Fire Flow Test | \$50 |
| Late Fee | 10% of past due amount |
| Service to Customer Lines | Actual cost to Authority, plus 10% of that cost |
| Engineering & Inspection Service | Actual cost to Authority, plus 10% of that cost |
| Grinder Pump and/or Lift Station Obstruction Fee | No less than \$500 plus the actual costs associated with repairing the grinder pump. Every recurring violation by the same customer will result in a doubling of the previous fine. |
| Grinder Pump Damage | Actual cost to Authority, plus 15% of that cost |
| Meter Crock Damage | Actual cost to Authority, plus 15% of that cost |

ATTACHMENT A
CLARKE COUNTY SANITARY AUTHORITY
APPLICATION FOR NEW WATER AND/OR SEWER ACCOUNT

In order to comply with the Federal Trade Commission's Fair and Accurate Credit Transaction Act, the CCSA is requiring that all new customers complete and sign an application to create an account. Please note that a copy of a photo ID (driver's license, work identification, passport, etc.) must be attached to this application. The CCSA reserves the right to refuse to create a new account and/or terminate service, if a photo ID is not attached to the application, the application is not signed, and/or any of the following information is not submitted.

SERVICE ADDRESS: _____

DATE OF MOVE IN: _____ RESIDENTIAL COMMERCIAL

ACCOUNT HOLDER'S NAME: _____

ACCOUNT HOLDER'S BIRTHDAY (MM/DD/YEAR): _____
(Birthdate may be used as a code and an extra layer of security in identifying customer)

MAILING ADDRESS: _____

TELEPHONE #: _____ EMERGENCY TELEPHONE #: _____

EMAIL ADDRESS: _____

****OTHER PEOPLE AUTHORIZED TO REVIEW ACCOUNT INFORMATION (ONLY THE ACCOUNT HOLDER, PROPERTY OWNER, AND THE PEOPLE LISTED BELOW, WILL BE AUTHORIZED TO REVIEW ACCOUNT INFORMATION):**

IF THE ACCOUNT HOLDER IS NOT THE PROPERTY OWNER, A SECURITY DEPOSIT IS REQUIRED AT TIME THE APPLICATION IS SUBMITTED:

\$300 FOR RESIDENTIAL ACCOUNTS

\$500 FOR COMMERCIAL ACCOUNTS

IF THE ACCOUNT HOLDER IS NOT THE PROPERTY OWNER, THE SECOND PAGE MUST BE SIGNED BY THE PROPERTY OWNER AND FORWARDED TO THE CCSA ADMINISTRATIVE OFFICE BEFORE ANY NEW ACCOUNT IS CREATED.

By signing below, I understand that the CCSA is authorized to request this information in order to comply with the FTC's regulations and in an effort to protect the customer against identity theft. I also understand that a copy of a photo ID will be required in order for the application to be processed. I also understand that by opening an account with the CCSA, I agree to follow the CCSA's Rules and Regulations for Water and Sewer Service. The Rules and Regulations can be found on line at www.clarkecounty.gov or can be viewed in person at the CCSA Administrative Office, located at 129 Ramsburg Lane in Berryville, Virginia.

Signature

Date

Office Use Only:

Security Deposit Paid Cash Check Money Order

CLARKE COUNTY SANITARY AUTHORITY
TENANT AUTHORIZATION FORM

DATE: _____

Clarke County Sanitary Authority
P.O. Box 327
Berryville, VA 22611

Attention: Clarke County Sanitary Authority Administrative Office

_____ has entered into a lease for the
(Print Tenant Name)

property located at _____ and is authorized
(Print Service Address)

to obtain services at this address as a tenant of _____.
(Print Property Owner Name)

By signing this document, I understand that a lien may be placed on the property in the amount of

up to three months of delinquent water and sewer charges if the lessee or tenant fails to pay any

delinquent water and sewer charges and any security deposits collected are not enough to cover

the delinquent amount.

Signed by Property Owner

Property Owner Mailing Address, State, Zip Code

Property Owner Phone Number

Property Owner Email

ATTACHMENT B
CLARKE COUNTY SANITARY AUTHORITY
REQUEST FOR WATER/SEWER BILLING ADJUSTMENT

NAME ON ACCOUNT: _____

PLEASE CHECK ONE OF THE FOLLOWING: OWNER TENANT/RENTER

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

TELEPHONE #: _____

EMAIL ADDRESS: _____

DATE OF THE BILL FOR WHICH YOU ARE SEEKING AN ADJUSTMENT _____

PLEASE CHECK ONE OF THE FOLLOWING:

- UNDERGROUND WATER LEAK ADJUSTMENT
--If you are requesting an adjustment due to an underground water leak, please attach one of the following to your application:
- a. A copy of a plumber's invoice that you hired and paid.
 - b. A written letter with dates and a list of the repairs completed. The letter should state the reason for the repair.

- HIGH BILL ADJUSTMENT (NOT AN UNDERGROUND LINE LEAK)

REASON FOR HIGH USAGE, IF KNOWN: _____

By signing below, I am requesting the CCSA consider adjusting my water and/or sewer bill due to the reason stated above. I understand that CCSA policy only allows for a high bill adjustment (excluding underground water leaks) every five years and if the adjustment is granted that I would not be eligible for another high bill adjustment (excluding underground water leaks) for five years from the date of the billing cycle being adjusted. I certify that all the information in the application is correct and I am the account holder or have the authorization from the account holder to sign this application. I agree that the CCSA reserves the right to choose to monitor the usage for a time period before making a decision and that the CCSA's decision regarding all adjustments is final. The Authority's Rules and Regulations for Water and Sewer Service can be found on line at www.clarkecounty.gov or can be viewed in person at the CCSA Administrative Office, located at 129 Ramsburg Lane in Berryville, Virginia.

PRINTED NAME _____
DATE

SIGNATURE

