

PO RIVER WATER AND SEWER COMPANY

Thornburg, Virginia

RATES, RULES AND REGULATIONS

for

**Furnishing water and sewerage service
in the territory served by the Company
in Spotsylvania County, Virginia**

SCHEDULE NO. 1

RATES – INDIVIDUAL LOT OWNING CUSTOMERS

Applicable in all territory served by the Company.

WATER SERVICE

\$43.12 quarterly for each privately owned lot that receives only water service for such service rendered after February 01, 2025.

\$200 shall be collected for all new connections to the water service for lots with water only.

WATER AND SEWER SERVICE

\$82.38 quarterly for each privately owned lot that receives both water and sewer services for such services rendered on or after February 01, 2025.

The quarterly rate is the combined charge for both water and sewerage service. These services shall not be billed separately.

\$400 shall be collected for all new connections for water and sewerage service for lots with water and sewerage service.

HOLDING TANK PUMPING SERVICE

\$30.00 pumping fee shall be charged each time to a customer choosing to place a holding tank on their property when their holding tank is pumped. The customer shall have a “service agreement for water”. These charges shall be reflected on the customers quarterly billing. Customers receiving such services

rendered, shall be billed a quarterly maintenance fee of \$14.25 on or after February 01, 2025.

SCHEDULE NO. 2

RATES – PROPERTY OWNER’S ASSOCIATION

Applicable in all territory served by the Company.

WATER AND SEWERAGE SERVICE

\$135,862.50 quarterly for water and sewerage services provided to the common area facilities and amenities owned and/or controlled by the property owner’s association for service rendered on or after February 01, 2025.

The quarterly rate is the combined charge for both water and sewerage service. These services shall not be billed separately.

RULES AND REGULATIONS

The Rules and Regulations herein set forth, or as they may hereafter be altered or amended in a regular and legal manner, shall govern the rendering of water and sewerage service, and every Customer shall be bound thereby.

RULE NO. 1 - DEFINITIONS

- (a) “Customer(s)” as used herein shall constitute the owners of all privately owned lots in the subdivision served by the Company, and also business entities (including the property owners’ association) and other parties to whom the Company provides water and/or sewerage services.
- (b) “Company” as used herein is Po River Water and Sewer Company.
- (c) “Premises” as used herein shall constitute the privately owned lots, common area facilities and amenities to which the Company provides water and/or sewerage service.
- (d) “Agreement for Water and/or Sewerage Service” as used herein shall be the written contract between the Company and the Customer(s).

RULE NO. 2 - SERVICE

- (a) The Company will install all pipes, connections, fixtures and other facilities necessary to provide water or sewerage service to the Premises.
- (b) The Company will maintain and replace when necessary, all facilities necessary to provide water or sewerage service to the Premises, and the Company will specify the size, kind and quality of all materials used in providing water and sewerage service.
- (c) All facilities for providing water and sewerage service shall remain the property of the Company and under its sole control and jurisdiction.
- (d) All facilities of the Company shall be accessible to the Company for the purpose of repairs, maintenance, replacement and relocation.
- (e) No pipe or fixtures of the Company shall be connected with pipes or fixtures supplied with water from any other source.

RULE NO. 3 - BILLS FOR WATER AND SEWERAGE SERVICE

- (a) A quarterly bill for all water and sewerage services shall be rendered to the Customer.
- (b) Payments shall be made by mail or at the office of the Company or at such other places conveniently located as may be designated by the Company.
- (c) The Company reserves the right to correct any bills rendered in error as to the service supplied.
- (d) A bad check charge shall be \$16.00.

RULE NO. 4 - TERMS OF PAYMENT

- (a) Bills for service shall be due and payable when rendered.
- (b) If a bill is not paid within twenty (20) days after written notice properly given by the Company to the Customer, a late payment charge of 3% per month will be imposed at the next bill date on all past due balances on the Company's books.

RULE NO. 5 - AGREEMENT FOR WATER AND SEWERAGE SERVICES

- (a) All Customers of the Company shall pay the applicable quarterly water and sewerage rates as filed with the Virginia State Corporation Commission. A one-time connection fee of \$200.00 shall be collected upon connection of a lot with water service only. A one-time connection fee of \$400.00 shall be collected upon connection of a lot with water and sewer service.
- (b) All Customers shall sign and return to the Company an Agreement for Water and/or Sewerage Service.
- (c) All Customers shall be required to have an Agreement for Water and/or Sewerage Service on file with the Company at all times.

RULE NO. 6 - INTERRUPTIONS IN WATER SUPPLY

- (a) The Company may at any time shut off the water 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 to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare may require it.
- (b) While it is the intention of the Company to give notice in advance of any work which must be done that will necessitate any interruption of the supply, such notice is to be considered an accommodation and not a requirement on the part of the Company. Property owners must so regulate their installations connected with the water supply system that damage will not occur if water is shut off without notice.
- (c) The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.

RULE NO. 7 - GENERAL

- (a) The Company shall have the right to an easement from Customer for the installation, repair, maintenance, replacement and relocation of the Company's facilities. The easement shall be 6 ft to each side of the water or sewer line or any appurtenance of the Company's water and sewer system. The Customer shall not construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of the Company, which consent shall not be unreasonably withheld if Customer's proposed improvements will not interfere with the Company's use of the Easement. Any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or any pavement, curb, gutter, landscaping features, trees or shrubs situated on the easement may be removed by the Company without liability for damages arising therefrom. Additionally, if the Customer violates these restrictions or if Company's actions cause damage to Customers Improvements, the Customer will be liable for the cost to correct such violation or damage.
- (b) Employees or agents of the Company are expressly forbidden to demand or accept any compensation for any service rendered to its Customers except as covered by its Rules and Regulations and effective Schedule of Rates.

- (c) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rules and Regulations.
- (d) Any complaint with regard to the service of the Company should be made in writing and sent to the Company's mailing address of P.O. Box 275, Thornburg, VA 22656.
- (e) No person shall make or begin any excavation or demolition without first submitting a locate request to the 811 notification center and the Company 48hrs prior to commencing any activity. Submission of a locate request shall be deemed to be notice to each operator who is a member of the notification center. The notification center/Company shall provide the excavator with the identity of utilities that will be notified of the proposed excavation or demolition. Except for counties, cities, and towns, an excavator, person or contractor who willfully fails to submit a locate request for a proposed excavation or demolition shall be liable to the operator whose facilities are damaged by that excavator, for three times the cost to repair the damaged property. If after locating the utilities at site the excavator, person or contractor damages utility they may be liable for damages of property for 3 times the cost of the repair to the damaged property, payable to the Company.

RULE NO. 8 - EXTENSIONS OF MAINS

The Company will extend its distribution system to supply Customers, where application for services has been made, under the following terms and conditions:

- (a) Where the cost of the extension does not exceed three and one-half times the estimated normal annual revenue from bona fide applicants whose service pipes will be directly connected to the extension and from whom the Company has received applications for service upon forms provided by the Company for this purpose, the Company will install, at its own cost and expense, the necessary extension.
- (b) Where the cost of making an extension exceeds three and one-half times the estimated normal annual revenue, the applicant or applicants shall deposit with the Company the excess cost of the extension, that is, the difference between the estimated cost of the extension and three and one-half times the estimated annual revenue from the applicant or applicants and other persons whose applications are received on or before the work of making the extension has begun.
- (c) Any deposit so made shall remain without interest, in the possession of the Company, subject to refunds as follows:

After the completion of the extension when and as additional bona fide Customers are secured whose service lines are directly connected to such extension, the Company will refund to the original depositor or depositors an amount equal to three and one-half times the estimated annual normal revenue from such additional Customers. Refunds will be made for a period of ten years only from date of original deposit, and the total of such refunds will in no event exceed the amount of the original deposit. All or any part of the deposit not refunded within said ten year period shall remain the property of the Company.

RULE NO. 8 – EXTENSION OF MAINS – CONTINUED

- (d) The ownership of the extensions installed under this rule shall at all times be in the Company, its successors and assigns.
- (e) Where the main or extension is to be installed in a private street or on private property the owner thereof shall provide, free of cost to the Company, an easement and a free, unobstructed and uninterrupted right-of-way for the installation, maintenance and extension of the main in such private street or on such private property and shall, if requested by the Company, place on public record a facsimile plat showing the location on such street or private property.
- (f) The Company reserves the right to determine the size of pipe necessary in making such extension.

RULE NO. 9 - CUSTOMER DEPOSITS

- (a) The Company may require of any Customer a cash deposit, or other suitable guarantee, to secure the Customer's performance of the terms and conditions of the Company under which water and/or sewerage service is provided. The amount of the deposit shall be an amount equal to 2/3's of the bill for one quarter's service.
- (b) Customer deposits will be refunded by the Company after not more than one year of satisfactory credit has been established on the Customer's account(s) with the Company. Simple interest on the deposit will be paid at the rate determined annually by the Virginia State Corporation Commission. Interest will be paid from the date of the deposit receipt to the date of the deposit refund. Credit of interest shall be made annually.
- (c) If the Customer fails to maintain satisfactory credit with the Company after refund of the initial deposit, then the Company may require a subsequent deposit from the Customer which will be held for up to one year on the same terms and conditions as the initial deposit.

RULE NO. 10 - DISCONTINUANCE OF SERVICE

- (a) Water and/or sewerage service may be discontinued by the Company after ten (10) day's written notice, for any of the following reasons:
1. Willful or indifferent waste of water and/or sewerage services due to any cause.
 2. Failure to protect and maintain the service pipes or fixtures on the property of the Customer in a condition satisfactory to the Company.
 3. Failure of any Premise's fixtures or appurtenances to meet the Commonwealth's health or safety regulations or for such fixtures or appurtenances to cause the Company's system to be out of compliance with the Commonwealth's health or safety Regulations.
 4. Non-payment of any account over thirty (30) days past due, or non-payment of any fee or charge accruing under these Rules and Regulations (and any subsequent modifications), the effective Schedule of Rates, and the Agreement for Water and/or Sewerage Service.
 5. Violation of any Rule or Regulation of the Company.
 6. Failure to file an Agreement for Water and/or Sewerage Service with the Company.
- (b) The following reasons are cause for immediate discontinuance of service:
1. For molesting or tampering by the Customer, or by other with the knowledge of the Customer, with any meters, connections, service pipes, seals or any other appliance or equipment owned, or used, by the Company to provide water and/or sewerage service.
 2. For Failure to provide Company's employees free and reasonable access to the Premises supplied, or for obstructing the way of ingress to the meter or other appliance or equipment of the Company controlling or regulating the Company's service.

RULE NO. 10 – DISCONTINUANCE OF SERVICE – CONTINUED

- (c) Discontinuing the water and/or sewerage service to a Premises, for any reason, shall not prevent the Company from pursuing any remedy available at law, in equity or otherwise, for the collection of moneys due from the Customer.
- (d) When water and/or sewerage service to a Customer has been terminated for any of the above reasons, it shall be renewed only after the conditions, circumstances or practices which caused the service to be discontinued have been corrected to the satisfaction of the Company, and upon payment of all charges due and payable by the Customer in accordance with these Rules and Regulations, applicable Schedule of Rates and the Agreement for Water and/or Sewerage Service.

RULE NO. 11 - RE-CONNECTION CHARGE

If it becomes necessary to discontinue water and/or sewerage service to any Premises for violation of the Company's Rules and Regulations or the Agreement for Water and/or Sewerage Service, or to reconnect service after it has been disconnected at the Customer's request, a charge of \$200.00 may be made to the Customer for reestablishing service. This charge, together with any arrears that may be due the Company for charges against the Customer, must be paid before service will be resumed.

RULE NO. 12 - CROSS-CONNECTIONS AND BACK SIPHONAGE:

- (a) No pipe or fixtures connected with the mains of the Company shall also be connected with pipes or fixtures supplied with water from any other source.
- (b) Piping systems supplying swimming pools or tanks shall be so arranged as to prevent water from re-entering the water distribution system by siphonage or other means. An independent supply pipe shall be provided in such a way that its discharge end is at least eight inches above the highest possible water level in such a swimming pool or tank. These installations shall in each case be approved by the Company.
- (c) The plumbing on all premises supplied from the Company's water or sewerage system shall conform to the Commonwealth's regulations related to cross connection control and backflow prevention.

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