



**WESTERN VIRGINIA WATER AUTHORITY
REGIONAL WPC PLANT SEPTAGE RECEIVING FACILITY
LIQUID WASTE HAULER DISCHARGE
BILLING & COLLECTIONS POLICY**

The terms and conditions set forth in this billing and collection policy ("Policy") shall be effective July 1, 2012 for all new and existing liquid waste hauler discharge permits ("Permit") issued by the Western Virginia Water Authority ("Authority"). Each holder of a permit is referred to herein as a Permittee.

1. Deposit Requirements

- A. Prior to accepting any waste, the hauler must have completed the discharge permit application process including receipt of the permit from the Authority. The hauler shall provide the Authority with such financial information as may be reasonably requested by the Authority to establish that, as a Permittee, the hauler has the financial capability to pay discharge fees on a monthly basis. Based on its review of such information, Authority reserves the right to impose reasonable requirements including a deposit as a condition of permit issuance.
- B. New Permittees projected to discharge less than 10 loads per month (using an annual basis for calculation) are required to pay a minimum deposit of \$500.00 prior to permit approval and authorization to discharge. Existing Permittees discharging less than 10 loads per month on an annual basis that do not meet the requirements of Section 2(A) shall be required to pay a minimum deposit of \$500.00 prior to July 1, 2012. All Permittees discharging less than 10 loads per month on an annual basis are subject to the deposit requirements of Section.
- C. New Permittees projected to discharge 10 loads per month or more (using an annual basis for calculation) or that use multiple trucks are required to pay a minimum deposit of \$1500.00 prior to permit approval and authorization to discharge. Existing Permittees discharging 10 loads per month or more on an annual basis or that use multiple trucks that do not meet the requirements of Section 2(A) shall be required to pay a minimum deposit of \$1500.00 prior to July 1, 2012. All Permittees discharging 10 loads or more per month on an annual basis or that use multiple trucks are subject to the deposit requirements of Section.

2. Treatment of Deposits

- A. Permittees who have at least a two year history of prompt payment with the Authority prior to March 15, 2012 and who are current on their billing as of June 30, 2012 may have the deposit requirement waived. The waiver, if granted, shall be revoked upon any instance where an invoice is overdue by 30 days. The Permittee will then be required to meet the new permittee deposit requirements of Section 1.
- B. Deposits shall be carried over with the renewal of an existing permit. At permit renewal, a Permittee may be required to pay a deposit if a deposit has not been paid or increase the deposit based upon the Permittee's payment history and number of loads during the previous permit term.
- C. Upon the expiration of a permit that is not being renewed or upon written notice from a Permittee that it is ceasing use of a permit, the Authority shall return the deposit to the Permittee within sixty (60) days after all outstanding amounts due to Authority have been deducted or paid. Permittee shall be liable for any remaining amounts due following application of the deposit.

- D. The increased deposit amounts collected above the minimum amount due to previous nonpayment may be refunded at the Authority's discretion if the Permittee establishes a record of paying all septage discharge fees on time for a continuous period of twenty-four (24) months.

3. Monthly Billing Terms

- A. Each Permittee shall be invoiced for septage discharge fees on a monthly basis. Invoices shall be due and payable within thirty (30) days of the invoice date. Any balance which is not paid as of the due date shall incur a late penalty of 10% of the balance or \$1.50 whichever is greater.
- B. Permittees with unpaid balances more 45 days past the invoice date shall have their discharge privileges suspended until payment is made in full. The Permittee shall also be required to pay the minimum deposit if a deposit has not been paid previously or increase the deposit held by the Authority to equal the average monthly billing of Permittee during the past six (6) month period.
- C. Permittees with unpaid balances more 60 days past the invoice date shall have their discharge permit revoked. Authority shall apply any deposits held and pursue other collection remedies for remaining amounts left unpaid by the Permittee. Permittees that wish to resume discharges will be required to make application as a new Permittee and will be required to pay all past due amounts before new discharges will be accepted.

4. Permit Transfers

In the event of the sale, assignment or transfer of any liquid waste hauling business which holds an existing permit, the successor in interest to such business shall be responsible for paying all outstanding amounts due and payable to the Authority prior to the transfer or reissuance of the permit to the new owner unless such new owner acquired the assets of such business only and is conducting its liquid waste hauling business as a separate legal entity which has applied for a new permit from Authority. The Authority reserves the right to request sufficient information to demonstrate that such transfers are actual changes in legal ownership appropriate for application of this policy.

5. Remedies for Payment Default

- A. Any litigation or other legal proceedings which arise in connection with a payment default under the Permit shall be conducted in a federal or state court located within or for the City of Roanoke, Virginia. BY SIGNING AND ACCEPTING THIS PERMIT, THE PERMITTEE AGREES TO PERSONAL JURISDICTION AND VENUE IN ANY FEDERAL OR STATE COURT LOCATED WITHIN OR FOR THE CITY OF ROANOKE, VIRGINIA, AND HEREBY WAIVES ANY DEFENSES OR OBJECTIONS THERETO, INCLUDING DEFENSES BASED ON THE DOCTRINE OF FORUM NON CONVENIENS.
- B. If any action, motion or proceeding at law or in equity is instituted to enforce the payment obligations of Permittee, the prevailing party in such action or proceeding shall be entitled to an award of reasonable attorneys' fees, costs, and necessary disbursements, as determined by a court of competent jurisdiction, in addition to any other relief to which said party may be entitled.

6. The policy in whole will be added to the permit package and the following language would be required to acknowledge receipt and a signed copy would be in the application file:

THE UNDERSIGNED PERMITTEE ACKNOWLEDGES THAT IT HAS READ THE FOREGOING POLICY AND UNDERSTANDS THAT ITS RIGHT TO DISCHARGE IS EXPRESSLY CONDITIONED UPON COMPLIANCE WITH THE TERMS OF THE POLICY AND THE PROMPT PAYMENT OF ALL AMOUNTS DUE TO AUTHORITY AS WELL AS COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE DISCHARGE.

Signature of Company Owner

Date