

## **KING GEORGE COUNTY**

### **PUBLIC SERVICE AUTHORITY**

#### **REGULATIONS**

<b>Adopted:</b>	<b>September 1, 1992 (Sections 1-26 &amp; 28)</b>
<b>Amended:</b>	<b>November 17, 1992 (Adopted Sec. 29)</b>
<b>Amended:</b>	<b>October 3, 1995 - Adopted Sec. 27</b>
<b>Amended:</b>	<b>August 22, 1996 - Adopted Rate Structure</b>
<b>Amended:</b>	<b>October 15, 1996 - Adopted Sec. 30</b>
<b>Amended:</b>	<b>December 3, 1996 - Amended Sec. 12.k</b>
<b>Amended:</b>	<b>April 1, 1997 (Deleted Section 26)</b>
<b>Amended:</b>	<b>July 1, 1997 (Increased sewer consumption rate)</b>
<b>Amended:</b>	<b>June 2, 1998 (Section 30)</b>
<b>Amended:</b>	<b>August 18, 1998 (Section 30)</b>
<b>Amended:</b>	<b>December 18, 1998 (Section 30)</b>
<b>Amended:</b>	<b>December 21, 1999 (Section 30)</b>
<b>Amended:</b>	<b>September 4, 2001 (Section 15)</b>
<b>Amended:</b>	<b>November 28, 2006 (Section 30 in its entirety)</b>
<b>Amended:</b>	<b>July 17, 2007 (Section 31 Septic Waste Disposal)</b>
<b>Amended:</b>	<b>August 21, 2007 (Section 30)</b>
<b>Amended:</b>	<b>August 19, 2008 (Section 30)</b>
<b>Amended:</b>	<b>August 18, 2009 (Sections 30 and 31)</b>

## PURPOSE

The purpose of these regulations is to promote good public utility and good business practice. These regulations reflect the obligations of the Authority to its customers; in addition, these regulations reflect requirements that the customer must observe. These regulations govern the relations between the customer and the Authority.

### Obligations of the Authority.

- A. Obligations accepted. Inasmuch as the Authority provides utility services which are vital and essential to the health, safety, and welfare of the entire community, the Authority accepts certain obligations to safeguard the public interest. Among these obligations accepted by the Authority are the requirements that it perform in the following manner:
1. Serve all who apply and meet the requirements of the Authority.
  2. Give equal and adequate service to all customers and potential customers.
  3. Make the same charge to all in the same customer class for the same service, except under special contracts when warranted by the circumstances.
  4. Charge customers according to the cost of providing the service.
- B. Expectations. In return for the faithful discharge of these obligations, the Utility operates with the following expectations:
1. Reasonable compensation for services rendered.
  2. Customer observance of reasonable rules and regulations which govern the conduct of the business of the Authority.
- C. Authority: The Code of Virginia, Section 15.1-1241, as amended, provides that the governing body shall have the power to create a public service authority with all powers as contained in Section 15.1-1250, as amended.
- D. Structure: The King George County Service Authority shall consist of water, wastewater and solid waste disposal functions. Primary service areas to be served by these functions currently include the Dahlgren Service Area and the Fairview Beach Service Area, with water and wastewater functions being provided in both primary service areas at the time of adoption of these regulations. The Authority may establish future service areas and/or may add functions to existing service areas by amendment to this ordinance.

As indicated by resolution adopted by the Board of Supervisors of King George County at its meeting of March 17, 1992, the financial accounting of each service area shall be kept separate, and no monetary contributions or donations shall be provided the Authority by the County. However, loans may be made from the assets of one service area to another service area. The terms of any such loan must be approved by the Board.

Amendments.

Amendments to these regulations may be made only by approval of the King George County Service Authority Board of Directors.

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## SECTION 1. DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

Adjacent: premises contiguous to an easement or right-of-way within which there is located either a water or wastewater line and where the premises are within 250 feet of a water and/or wastewater line

Account Service Fee means the amount assessed to defray administrative expenses related to establishing a new account or transfer thereof.

Allocation means the rights to connect to public water or sewer service lines owned by the authority.

Applicant: the owner or his duly authorized representative who applies to the Utility for either water service or wastewater service or both such services.

Appurtenance: any accessory object or component connected to a public water main or public sewer.

Authority: King George County Service Authority.

Availability charge means the fee paid by a prospective customer for the right to connect water or sewer service to an existing main.

Backflow: the reversal of flow from its intended direction as a result of backsiphonage or backpressure.

Base costs: costs that tend to vary with the quantity of water used, or commodity costs, plus that portion of operating and capital costs associated with service to customers under average load conditions, without the elements necessary to meet water-use variations and resulting peaks in demand.

Board: the Authority Board of Directors, which shall be the governing body of King George County

Branch sewer or sub-main sewer; a sewer that receives wastewater from a relatively small area and discharges into a trunk sewer or main sewer.

Building Inspector means the County's Building Official or that person representing the County's Building Official who is responsible for all plumbing inspection of any establishment served by the Authority.

Building sewage drain: that part of the lowest horizontal piping of a sanitary sewage system which receives the discharge from soil, waste and other sanitary sewage pipes inside the walls of the

building and conveys it to the building sewer which begins five (5) feet (1.52 meters) outside the inner face of the building wall.

Building sewer: the extension from the building sewage drain to the public sewer or other place of disposal.

Building water piping: all water lines from the water service pipe to the points of ultimate use where water is exposed to the atmosphere.

Campsite means the space designated for one (1) individual camping unit.

Capital costs: annual charges associated with plant investment; in the utility basis of accounting, it includes depreciation expense (allowance) and return on investment; taxes are excluded; the annual total of depreciation expense and return on investment equal the total cash requirement recoverable to meet annual capital investment related costs.

Collecting sewer: that pipe line or portion thereof which begins at the sewer service connection and ends at the site of disposal and which is used or intended to be used to convey raw sewage from a building or buildings.

Connection fee means the cost to the prospective customer for physical connection to the Authority's water system or sewer system.

County: the County of King George, Virginia.

Cross-connection: any physical connection between a potable water supply and any waste pipe, soil pipe, sewer, drain, or any unapproved source or system; also, any potable water supply outlet which is submerged or can be submerged in waste and-or other source of contamination.

Customer: the party who has applied for and receives continuing water service or sewer service or both such services and who is responsible for payment of such services; each service connection shall be considered a separate customer.

(a) Owner-customer: the customer who owns the premises to which a service connection is provided.

(b) Tenant-customer: the customer who rents or leases the premises to which a service connection is provided.

(c) Customer with private water supply: the customer whose premises is served by a water source other than the Utility's water system but discharges sewage into the wastewater system of the Utility.

Customer costs: costs associated with serving customers irrespective of the quantity of service used or the demand for service; includes meter reading, billing, customer accounting and collecting expense and uncollectible accounts, as well as maintenance and capital charges on meters and services.

Depreciation: as applied to depreciable utility plant, means the loss in service value not restored by current maintenance, incurred in connection with the consumption or prospective retirement of utility plant in the course of service from causes which are known to be in current operation and against which the Authority is not protected by insurance. Among the causes to be given consideration are wear and tear, decay, action of the elements, inadequacy, obsolescence, changes in the art, changes in demand and requirements of public authorities.

Developer: any person, firm, corporation, society, or association, or authorized agent thereof, having an interest, whether legal or equitable, sole or partial, in any premises which may in the future be served by the facilities of the Authority, and which may in the future be responsible for the design and construction of facilities which are to be under the jurisdiction of the Authority and are to become a part of the public utility system of the Authority.

Development: any building or subdivision activity which is required to have either site plan or subdivision approval of the County before it is commenced, including the construction of any duplex, and requiring either new or expanded water supply or sewage disposal facilities.

Domestic Sewage means waterborne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm and surface waters and industrial wastes.

Dwelling, Multifamily: A building containing three or more dwelling units.

Dwelling, Single-Family: A residential building designed for or occupied exclusively by one family.

Dwelling, Single Family Attached (Townhouse): One of a group of three to eight units arranged or designed as dwellings located on abutting walls without openings, and with each unit having a separate lot with minimum dimensions required by the Authority's regulations.

Dwelling, Two-family (duplex): A building containing two dwelling units.

Dwelling unit: One room, or rooms connected together, constituting a separate, independent housekeeping establishment physically separated from any other dwelling units which may be in the same structure, and containing independent cooking, sleeping and bath facilities.

Existing structure: a structure completed or a mobile home placed on a lot on or before the date that notice is given that water or wastewater service is made available, as evidenced by a certificate of use and occupancy, and located adjacent to the easement or right-of-way in which such service is available.

Extra capacity costs: costs associated with meeting rate of use requirements in excess of average and include capital and operating charges for additional plant and system capacity beyond that required for average rate of use.

Facilities: Any and all component and pertinent parts of the entire systems of the water and wastewater utilities under the jurisdiction of the Utility, such as water pipe lines and their appurtenances, water storage tanks, treatment facilities and pumping stations, sewer lines and

their appurtenances, sewage pumping stations and treatment plants, including these items and others now constructed, installed, operated or maintained by the Utility, or any which may be approved and accepted in the future as additions to or extensions of the systems.

Fire protection system: a separate system of water pipes or mains and their appurtenances installed solely to supply water to extinguish fires.

Fire service connection: a pipe extending from a public water main to supply a sprinkler, standpipe, yard main, or other fire protection system.

Fire service detector check meter: a special device for use on a fire service connection which consists of a weighted check valve with a disk meter in a bypass; the disk meter measures small rates of flow only; the weighted check valve opens for large rates of flow so that loss of head is relatively small; the large rates of flow are not measured.

Fixed charges (debt service): the charges resulting from the capital investment in the water and wastewater systems consisting of annual principal and interest payments and other amounts required in connection with the issuance and sale of bonds to provide the funds for construction.

Future use capacity: capacity for the future in system facilities; capacity not needed at time of design and construction to accommodate existing needs; capacity which provides for the security and development of property and for community growth.

Future structure: a structure completed after the date that notice is given that water or wastewater service is made available as evidenced by the absence of a certificate of use and occupancy.

Garbage means solid wastes and residue from the preparation, cooking and dispensing of food, and from the handling, storage and sale of food products and produce.

Gender: The word he or his used in this regulation means the same as she or hers.

General Manager: Chief Administrative officer appointed by the King George County Service Authority Board of Directors.

Governing body: the duly elected Board of Supervisors of King George County.

Grace Period: Ninety (90) days from the execution of Application for Service for single-family residential uses; One Hundred Eighty (180) days from the execution of Application for Service for multi-family residential, commercial and other non-residential uses.

Grinder pump: a compact lift station with pump, storage capacity and appurtenant piping, valves and other mechanical and electrical equipment which grinds or reduces the particle size of wastewater solids to yield a sewage slurry for pumping from source to disposal.

Health hazard means any condition, device or practice in a sewage or water system or its operation that creates or may create a danger to the health and well-being of the public.

Incremental capacity: the additional capacity required in system facilities to accommodate a specific development; capital costs of such capacity is charged to the developer (property benefitted) but often passed through to new customers in site costs.

Industrial wastes means the liquid wastes from industrial processes as distinct from sanitary sewage.

Infiltration: is the water entering a wastewater system, including wastewater service connections, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls.

Inflow: is the water discharged into a wastewater system, including service connections from such sources, as, but not limited to, roof leaders, cellar, yard, and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections, storm sewers and combined sewers, catch basins, storm waters, surface runoff, street wash waters, or drainage.

Intercepting sewer (interceptor): a sewer that receives dry weather flow from a number of transverse sewers or outlets and conducts such waters to a point for treatment or disposal.

Interceptor line: a conduit the primary purpose of which is to transport wastewater from collector lines to a treatment facility.

Lateral sewer: a sewer line that discharges into a branch or other sewer line and has no other common sewer line tributary to it.

Local facilities: for water and sewer all facilities serving only one development; any line to which a service connection is made; and

(a) Sewer: all wastewater gravity mains six (6) inches or less in diameter and all wastewater mains that serve one development.

(b) Water: all transmission and distribution mains six (6) inches or less in diameter; all fire mains; all services, meters, meter installations and fire hydrants, and all water mains that serve one development.

(c) Dedicated Facilities: any water and-or wastewater facilities serving one development exclusively.

Nonuser: a person who owns property adjacent to either water or wastewater facilities or both such facilities of the Utility but elects not to connect to such facilities because the property is served by either a domestic supply or source of potable water or a private septic system or sewage system or both such potable water and private system which meet applicable standards established by the Virginia Department of Health, and is granted a waiver not to connect by the Board of Directors.

Off-site extension: an extension of a water or sewer line from existing local or system facilities of the Utility to the property boundary of the developer or to the property boundary of the nearest applicant as determined by the Authority.

Owner: any person, firm, corporation, society or association, or authorized agent thereof, having an interest, whether legal or equitable, sole or partial, in any premises served or to be served by the Authority.

Participation: means any utility project constructed by a developer at his expense to serve any new development wherein the Utility agrees to share in the cost thereof by refunding to such developer certain costs incurred by him upon receipt by the Utility of remittances from certain applicants or owners for service and affected nonusers.

Plant: physical or tangible property.

Plumbing Fixture: a receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges used water, waste materials, or sewage either directly or indirectly to the drainage system of the premises; or requires both a water supply connection and a discharge to the drainage system of the premises. Examples: sink, toilet, tub, shower, etc.

Premises: any building, group of buildings, or structure requiring water and sewer service, which is or may be served by the facilities of the Authority.

Primary service area: consists of areas presently provided with Service Authority owned water and/or sewer systems; and areas identified by the Board to receive such services.

Project: an Authority project.

Public sewer main: a sewer in which all owners of abutting properties have equal rights and which is controlled by the Authority.

Public water main: a water main in which all owners of abutting properties have equal rights and which is controlled by the Authority.

Service charge: a charge levied to defray the cost of meter reading or obtaining meter readings from public and private utilities; for meter repair and replacement; for service connection repairs; for billing, postage, collecting, accounting; and for customer service operations.

Service connection: a premises to which either continuing water service or sewer service or both is provided by the Utility.

Sewer service connection: the physical hook up of a sewer service line to a sewer main owned by the Authority.

Sewer service line (sewer laterals): that portion of pipe within the wastewater system which extends from the sewer main (public sewer main) to the premises being served.

Shall and may: construed as mandatory and permissive, respectively.

Standards: the "Water and Sewer Standards and Specifications" of the Authority.

Subdivision: the division, subdivision, or resubdivision of a parcel of land, within any three (3) year period of time, into three or more lots or parcels of less than ten (10) acres each, whether contiguous or not, for the purpose of transfer of ownership or building development. Whenever a street is constructed, extended or improved to provide primary ingress or egress to a parcel of land, for the purpose of transfer of ownership.

System facilities.

(a) sewer: all gravity sewer mains more than six (6) inches in diameter, or force mains more than four (4) inches in diameter; all wastewater mains that serve more than one development, and all pumping stations and treatment plants and appurtenances unless dedicated to one development exclusively.

(b) water: all transmission and distribution mains more than six (6) inches in diameter; all storage facilities; all supply plant, pumping plant and general plant unless dedicated to one development exclusively.

Tenant: an applicant who does not own the premises.

Trunk sewer or main sewer: a sewer that receives wastewater from a number of tributary branch or sub-main sewers and serves a large territory.

Utility service: water or wastewater service or both such services, either permanent or temporary.

Utility Project: means any earth-disturbing activity performed in conjunction with the construction and installation of local and system facilities or an extension of or a connection to the facilities of the Utility to serve any existing or new development.

Wastewater (sewage): spent or used water of a customer (residential, commercial, industrial, institutional, governmental) which contains dissolved and suspended matter.

Wastewater facilities: the structures, equipment, and processes required to collect, convey, and treat domestic and industrial wastes, and dispose of the effluent and sludge.

Wastewater system: combination of facilities for the collection, movement (force main or gravity) treatment, and discharge of waterborne wastes.

Water service connection: the physical hook up of a water line to a water line owned by the Authority.

Water service line (lateral): that portion of pipe within the water system which extends from the public water main to the water service connection (water meter or curb stop installation).

Water service pipe: the extension from the end of the water service connection (water meter or curb stop installation) to the inner face of the building wall.

Water Supply Main (or "Main"): means any water supply pipeline that is part of a waterworks distribution system.

Words singular in form shall include the plural; words plural in form shall include the singular; and words in the masculine gender shall include the feminine and neuter genders.

## SECTION 2. CONNECTION REQUIRED

The following regulations shall be observed to determine who shall be required to connect to the facilities of the Authority.

- A. Service to existing structures. An owner of property adjacent to a right-of-way or easement within which there is located a public water main or public wastewater line or both shall connect each existing structure or mobile home situated thereon to the facilities of the Authority; provided, however, an owner of property shall not be required to connect an existing structure or mobile home situated thereon to a public water main or to a public wastewater line when the following conditions apply;
1. When the Board determines that it is in the best interest of the Authority not to require connection: and
  2. Water: the existing structure or mobile home is used principally for residential or commercial purposes and is served by a domestic supply or source of potable water which meets the standards established by the Virginia Department of Health.
  3. Sewer: the existing structure or mobile home is used principally for residential or commercial purposes and is served by a private septic system or domestic sewage system which:
    - (a) has absorption trenches that are functioning properly. The Virginia Department of Health shall determine whether absorption trenches are functioning properly, or
    - (b) can be made to function properly by replacing or repairing one of the following: building sewer; septic tank or any of its parts; pump or pump chamber; conveyance lines: distribution box. Additionally, a one time remedial repair may be made to correct a failing drainfield that would not require excavation or replacement of any portion of the drainfield such as a chemical treatment, flushing, or root removal. Minor excavations to access the drainfield lines will be allowed.
- B. Time to connect. The owner of an existing structure shall comply with this connection regulation within one (1) year after receiving from the Authority written notice that utility service is available.
- C. Plumbing facilities. An existing structure required by these Regulations to connect to a utility service of the Authority but equipped with plumbing facilities required by the Virginia Uniform Statewide Building Code shall be so equipped and connected to the available utility service.
- D. Service to future structure, new development. An owner of property shall be required to connect to the facilities of the Authority when a development, or a future structure not part

of a development, shall be situated on property adjacent to a right-of-way or easement within which there is located a public water main or wastewater line. A replacement structure that is required due to a natural disaster or fire is not considered a future structure or new development.

- E. Access. The connection of development or an existing or future structure to a utility service of the Authority shall not be required when access to the affected property requires the crossing of property of another owner, provided that Authority property and property of the Virginia Department of Transportation shall be excepted.
- F. Application required. The owner when required by these Regulations to connect to a utility service, shall make "Application for Service and Contract" in accordance with Section 3 below.

## **SECTION 3. APPLICATION FOR SERVICE AND CONTRACT AND REQUEST FOR SERVICE**

### **A. General.**

1. Any person qualified by these Regulations who either desires or is required to connect to water or wastewater service shall complete and submit to the Authority at its office an "Application for Service and Contract" according to the regulations below.
2. All information requested by the Authority shall be provided before an application is approved.
3. A separate service connection shall be required for each premises unless otherwise determined by the Authority in accordance with Section 12 below.
4. All applicable charges shall be paid before service is provided. Authority service shall not be provided to any prospective customer if that customer has any outstanding and unpaid utility charges arising from prior utility service to such prospective customer, except as provided in Section 13 (L) below.

### **B. Service to new connection on existing facilities.** Application for service and contract for initial service to serve either an existing or future structure to which facilities of the Authority are adjacent and available shall be made by the owner or authorized agent on a form prescribed and furnished by the Authority for the purpose of such application. The application shall be in writing, signed and verified by the owner of the premises to which the service is to be connected, and contain the following information and attachment(s):

1. Name and social security number or employer identification number of owner and tenant, if applicable, and street address of the premises to be supplied utility service.
2. Name of subdivision.
3. Tax map number of the parcel to which the service connection is to be made.
4. The desired date for commencement of utility service.
5. Size of service requested.
6. Address to which bills are to be mailed or delivered (if different than the premises).
7. The square feet and proposed use of the structure which the owner intends to build.

8. The anticipated water demand and sewage flow, in gallons, except single family dwelling units and mobile homes (not required for developments that have submitted and have approved site plans or for residential structures).
9. Other information as may reasonably be required.
10. Agreement to abide by the Regulations of the Authority.
11. Written assurance to the prospective customer that the customer shall receive, upon request, a copy of these Regulations.
12. Written acknowledgment by the prospective customer, that as a customer, he is responsible for the timely and complete payment of all utility charges arising from utility service supplied to the premises identified in the application for service and contract form, which charges are due and payable upon receipt of the utility bill; and that in the event of nonpayment of such charges the Authority shall either terminate service or institute any action at law to satisfy unpaid bills, or both.

C. Payment of application fees. Payment of Application fees shall be made in the following manner:

- (1) Single-family dwelling: Twenty-five (25) percent of the required fee upon application for service and the balance prior to the issuance of an occupancy permit, but not later than ninety (90) days from the date of original application. Minimum bills shall commence upon meter installation or at the end of the ninety (90) days, whichever comes first.
- (2) Multifamily: Twenty-five (25) percent of required fees upon application for service and the balance prior to the issuance of an occupancy permit, but not later than one hundred eighty (180) days from the date of original application. Minimum bills for each dwelling unit shall commence upon meter installation or at the end of one hundred eighty (180) days, whichever comes first.
- (3) Commercial and industrial: Twenty-five (25) percent of the required fee upon application for service and the balance prior to the issuance of an occupancy permit, but not later than one hundred eighty (180) days from the date of original application. Minimum bills shall commence upon meter installation or at the end of one hundred eighty (180) days, whichever comes first.
- (4) Contractual agreement: By contractual agreement approved by the Board.

D. Conversion of allocated connections. A sewer or water service connection previously allocated may be converted to a more intensive use than identified in the original application, providing that each such request be processed as an initial application for sewer or water service. Fees will be calculated based on the new use identified on the revised application with credit given for all payments made under one original application.

Payment of the balance due for the revised use will be made in accordance with Section 3C above.

If a revised application is submitted for a less intensive use, an applicant will receive a refund of the difference between the original fees paid and revised fees. An administration fee of 10% of the refunded amount will be subtracted from the refund due. This refund will be made provided the following criteria are met:

1. The revised application is submitted within five years of the original application.
2. The structure has not been connected to the system.

No credit or refund will be given for a revised application for a less intensive use if connection to the system has occurred or the revised application was not received within five (5) years of the original application date.

- E. Default in payment for and forfeiture of allocation. Default in payment of service charges for an allocated but unconnected sewer or water service connection, in excess of ninety (90) days after becoming due, shall constitute a forfeiture of such allocation. In event of forfeiture, the applicant shall be entitled to a refund of seventy (70) percent of availability charges paid by such applicant, upon his written application for such refund, if filed with the General Manager of the Authority within thirty (30) days following such forfeiture.

If the balance of fees due is not received in accordance with the regulations stated above, interest on the outstanding amount will accrue at the rate of 10% per annum from the original due date up to and including the date the payment is made.

Default in payment of the balance of application fees as provided in Section 3(C) above for an allocated but unconnected sewer or water service connection, in excess of ninety (90) days after becoming due, shall constitute a forfeiture of such allocation. In event of forfeiture, the applicant shall be entitled to a refund of seventy (70) percent of availability charges paid by such applicant, upon his written application for such refund, if filed with the General Manager of the Authority within thirty (30) days following such forfeiture.

- F. Service to existing connection. Request for service to an existing connection may be made in person or by phone by the owner or tenant at which time a Customer Request Form will be filled out. When the request is for a premises previously or currently billed for utility service the account for that premises is transferred to the applicant's name on the date that service is requested or the effective date of the lease or sale of the premises, whichever is first.

The Customer Request Form shall contain the following information:

1. Date of application
2. Name of prospective customer.
3. Social Security Number of Customer if provided.

4. Name of owner (if different than the applicant).
5. The mailing address to be supplied utility service.
6. The address to which the utility bill is to be sent (if different than the premises).
7. The desired date for commencement of utility service.

When the situation arises and there is an anticipated need to prevent water damage, the applicant for water service to an existing premises to which public water has been supplied previously must arrange to have someone present with access to the premises when the water is turned on. Twenty-four hours' notice shall be given to schedule such turn-on.

- G. Service to new connection on new facilities. When either water service or wastewater service is desired to serve existing or future structures or new development which require the construction of new facilities, application for service and contract shall be made by the owner as required in Section 27 entitled "Extension and Expansion of Authority Facilities."
- H. Facility capacity. Facility capacity shall be obligated by contract on a first come - first serve basis and in the best interests of the Authority.

## SECTION 4. LOW INCOME PAYMENT PLAN

The Authority provides by agreement an installment plan program to aid low-income homeowners in paying the local and system facilities fees for water and sewer service charged to applicants for new connections. To be eligible, prospective customers shall apply at the King George County Administrator's Office. If the applicant is deemed eligible, he shall be permitted to pay the local and system facilities fees in monthly installments without interest, after the service connection has been made. The payment plan shall exist until the entire amount of the connection fees has been paid or until the property is sold. The amount of the installments and length of the payment period shall be based on the recommendations made to the Authority by the Office of the County Administrator.

- A. Eligibility Criteria. Eligibility will be determined based on the individual or family's eligibility for the U.S.D.A Food Stamp Program as determined by the King George County Department of Social Services. The applicant shall be required to occupy the property and have title or ownership interest in the property. If the applicant is deemed eligible, then he shall enter into a contract with the Authority which provides conditions to be observed by both parties, as well as a specific payment schedule, set forth by the County Administrator's Office. A Deed of Trust shall be placed on the applicant's property to ensure payment of the amount owed to the Authority. There shall be no foreclosure procedures implemented on the Deed of Trust without the approval of the Board.
- B. Collection of other funds advanced. The Authority may include in the contract with the homeowner an agreement to collect installment payments on funds loaned to customers for the purpose of paying for expenses of connecting to water and sewer in addition to local and system facility fees.
- C. Payment. Installment payments shall be made monthly to the Authority, either in person or by mail. Payments shall be due on the first day of the month with a late payment fee charged if the payment is received after the fifteenth day of the month. The late payment fee shall equal ten percent of the monthly payment rounded to the nearest dollar.
- D. Change in Ownership. Should the ownership of the property change before the fees have been completely paid to the Authority, the balance of the fees shall be due immediately in accordance with the provisions of the Deed of Trust. Exception shall be made when the change in ownership is based on inheritance and the new owner of the property also qualifies for the program and agrees to assume the liability for the balance of the unpaid fees. A payment plan will then be calculated by the County Administrator's office based on the new owner's gross monthly household income.
- E. Rights of the Authority. All recommendations made by the County Administrator's Office are subject to approval by the General Manager. In cases of financial crisis, the General Manager may approve a written agreement with the customer to temporarily modify the payment plan. However, the Authority reserves the right to call due the balance of the unpaid fees should the program participant be found to be habitually delinquent.

- F. Other Loans: If connection is required for existing structures, the Authority shall provide a domestic water and-or sewer connection to the property line upon payment of all applicable fees and charges. On request of a residential customer with a water and-or sewer system certified as "failing" by the Virginia Department of Health, the Authority may finance up to 75% of the connection costs. Prior to the Authority extending credit, the residential customer must: 1) pay 25% of the connection costs to the Authority; 2) execute a note for the remaining principal balance with interest thereon at the rate of 10% and equal monthly payments for a term not exceeding 36 months; 3) execute a deed of trust on the subject property and all other closing documents; and 4) pay all closing costs including attorney's fees. The Authority shall provide the appropriate connection(s) after all financing documents are signed- Financial assistance under this paragraph is in addition to Section 4, Low Income Payment Plan.

## SECTION 5. CONTRACTS

A written contract is required when the following conditions apply:

- A. Standard. The application for service and contract, when properly executed by the parties, shall constitute a contract between the applicant and the Authority. No service connection shall be made nor shall utility service be furnished until the application for service and contract shall have been properly executed. A copy thereof shall be given to the owner and to the tenant or lessee.
  
- B. Special. The Authority may enter into a contract with any person, firm, corporation, association, society or group, including municipalities, sanitary districts, and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary utility service; provided, however, the rates, fees, or charges to be paid thereunder shall not be less than an amount which is fair and equitable, taking into account the cost to the Authority of providing the utility service. All special contracts shall be approved by the Board.

## SECTION 6. NOTICES

The following regulations shall be observed when either an applicant or customer, as appropriate, gives notice to the Authority and when the Authority gives notice to an applicant or customer.

A. Applicant customer notices. The applicant or customer shall give to the Authority written notice at the office of the Authority or shall notify the Authority in person or by telephone on the following matters:

1. Service Request, including temporary service.
2. Request to either turn-on or terminate service; if notice is to terminate service, then a forwarding address shall be supplied.
3. Request for a meter accuracy test.
4. Disputed utility bill.
5. Change in mailing address if different than that of the premises.
6. Request for change in service, notice of complaint, notice of mailing address change, notice for a service connection, or request for a line inspection.

B. Utility notice. The Authority shall give to the applicant or customer, as appropriate, written notice at the last known mailing address on the following matters:

1. Amount of bill due.
2. Failure to observe a regulation.
3. Scheduled temporary shutdown for repairs, improvements.
4. Termination of service.

In an emergency or when conditions warrant, the Authority may give notice either by phone or in person.

## SECTION 7. SERVICE CONNECTIONS

Upon approval of the application for service and payment of applicable charges and fees, in accordance with Section 3.C., the service connection shall be made by the applicant in accordance with the procedures below.

- A. Separate service connection. A separate service connection shall be required for each premises unless otherwise determined by the Authority in accordance with Section 11 below.
- B. Notice required. The applicant shall give to the Authority a notice of two business days for performing the required inspections or actual connection.
- C. Service line, service connection requirements. All laterals and service connections shall be installed by the applicant or his representative with materials and workmanship in accordance with the applicable specifications of the State Plumbing Code, the State Department of Health and the Authority's Standards. Connection to the Authority-owned sewer mains, water mains, laterals and service lines shall be inspected and approved by the Authority's authorized personnel prior to backfilling. For single-family construction, the Authority will only furnish the tapping saddle, corporation stop, coppersetter, meter and box for water lateral installation; tapping saddle and clean out for sewer lateral installation. The applicant or his representative shall extend the water and/or sewer service lateral from the Authority-owned mains to the structure.
- D. Applicant to bear connection expenses. The cost of material and labor for installing individual service and lateral lines shall be a cost to the applicant independent of any fees or charges required by the Authority. The applicant shall also be required to secure and pay for all such permits and fees as may be required. Such approval shall be in the form of a construction permit issued by the General Manager or his designee.
- E. Lines, connections property of Authority. All service lines and connections shall remain the property of the Authority, shall be under its sole control and jurisdiction. The Authority shall maintain the sewer connection (lateral) from the main to the property line. The owner shall be responsible for maintenance of the sewer connection (lateral) from the property line to the premises. The Authority shall maintain the water connection line (lateral) from the main through the meter. The owner shall maintain the water connection (lateral) from the meter to the premises.
- F. Change in location. Should a change in location of the water and/or sewer lateral be requested by the owner for any reason, the owner shall be responsible for the relocation and all associated costs. Such work shall be approved by the Authority's authorized personnel prior to backfilling. Should a change in location of the water and/or sewer lateral be required by the Authority, such costs shall be the responsibility of the Authority.

## **SECTION 8. BUILDING SEWER; WATER SERVICE PIPE**

The materials and equipment used in, and the construction and installation of the building sewer and water service pipe, shall comply with the Virginia Uniform Statewide Building Code, Virginia Department of Health regulations and these King George County Service Authority regulations. The required permits shall be obtained from the County Department of Code Compliance before construction, alteration or repair is commenced on a building sewer or water service pipe or connection thereof is made to a service connection. All appropriate reviews by the King George County Service Authority or appropriate State agencies will be obtained prior to work being started.

## SECTION 9. METERS AND METER INSTALLATION

All water consumption, except fire protection and authorized use of fire hydrants, shall be metered. Meters shall be read to coincide with the mailing of utility bills as specified in Section 12 below; provided, fire service detector check value meters shall be read annually or on a more frequent basis as determined by the Utility.

- A. Size, location, type of meter. The Authority shall approve the size, location and type of the water meter to be installed for all premises based on occupancy and flow data furnished by the applicant. The normal size for a single family dwelling shall be five-eighths inches by three-fourths inches. Meter sizes for commercial and industrial construction will be determined by a professional engineer. The size of the meter as well as the proposed water usage will be shown on the site plan.
- B. Installation. Meters shall be approved, installed, maintained and removed by the Authority. The Authority, at its option, may authorize a developer to furnish and install a meter, which authorization shall be in writing and signed by the General Manager. In such event the developer shall furnish, at his expense, one of the approved makes and models specified by the Authority. All meter installations shall conform to the applicable provisions of the "Standards." Installed meters remain the property of the Authority.
- (1) Water meters for new customer services shall be installed on the premises where practical in a location which will ensure against freezing or damage. They shall be installed as near as possible to the point of entry of the water service pipe. Customers shall be responsible for cost of repairs from meter to structure.
  - (2) Water meters installed on the premises shall be used with an outside reading device installed in a location agreeable to the Authority and the property owner.
  - (3) After proper installation of water meters, all meters shall be sealed by the Authority which seal shall not be broken except by permission of the Authority.
  - (4) No water meter shall be moved or relocated except by Authority employees.
  - (5) The Authority shall not be held responsible for water damage within the premises caused by burst water meters or connections.
  - (6) In case of meter damage causing leakage, the customer may shut off the water at the valve at the end of the service line.

Property owner responsible for service line repair; penalty for failure to repair.

If the water meter is set on the premises, the property owner remains responsible for the service line beyond the meter. Any leak or break occurring at any point on the service line shall be repaired immediately. Willful failure to repair such leak or break may result in the following penalty assessed each day from the date the leak or break was first detected:

<u>Meter size (inches)</u>	<u>Penalty per day</u>
5/8 or 3/4	25.00
1	50.00
1-1/4--2	100.00
2-1/4--3	250.00
Over 3	300.00

- C. Separate meter. Unless otherwise determined by the Authority, each premises shall be supplied through a separate meter. If, however, a premises is supplied through more than one service connection, unless otherwise provided, each such service shall be billed separately.
- D. Meters furnished by the Authority for single-family dwellings; The Authority will furnish for each single-family residential dwelling a water meter, meter box and yoke. The applicant shall be responsible for the cost of any meter larger than five-eighths inch by three-fourths inch. Applicants for multifamily, commercial and industrial service shall be responsible for furnishing meters and related connection materials as required by the Authority.
- E. Meter maintenance. Meters shall be maintained by the Authority at its expense; provided, damage to any meter due to hot water, freezing, or other external causes arising out of, or caused by the customer's facilities, operations, negligence or carelessness shall be paid for by the customer. The Utility, however, shall be responsible for damage to meters due to freezing in outside vaults and for ordinary wear.
- All meters shall be tested for accuracy before installation. In addition, all meters shall be tested periodically in accordance with AWWA accepted practice. The Authority may at any time remove any meter for routine test, repairs, or replacement. When warranted, the provisions of Section 10 (C) below shall be invoked by the Authority.
- F. Notice of defects. The customer shall promptly notify the Authority of any known defects in or damage to the meter or its connection.
- G. Access to meters required. The Authority requires unobstructed access to its meters at all reasonable times. The Authority will inform the customer that unobstructed meter access is required. If access to the meter is regularly blocked by bushes or foliage, the meter reader may trim or remove the obstruction, as much as necessary to properly inspect the meter. When such access is regularly unavailable, the Authority may, after written notification, terminate service until the access problem is resolved to the satisfaction of the Authority.
- H. Change in location, size. Upon request of the applicant the Authority shall change either the location or size or both of a meter when the applicant observes the following conditions:
1. Observance of applicable provisions of Section 7 (F) above.

2. For the installation of a larger meter, remittance of the difference between the meter sizes shall be based upon current system facility charges as prescribed in Section 30. No refund shall be made for a reduction in meter size.
  3. If the applicant requests the Authority to relocate or replace the meter, then the applicant shall pay the cost of the upgrade in addition to the system facility charge.
  4. The authority will consider a request for downgrading of meter sizes for commercial or industrial facilities when made by a Professional Engineer based on the following reasons:
    - a. Changes in the use of the building.
    - b. When portions of the property are transferred to different ownership, e.g. a four-unit apartment building served by one meter is sold as four separate condominiums requiring four separate connections.
- I. Unauthorized Meter Removal. Upon installation, only Authority employees or designated representatives shall turn on, turn off, move, remove or replace a meter or any connections to it. Should the Authority determine that a customer has tampered with the meter or its connections, then the customer shall be subject to a \$100 penalty. Payment will be made immediately and prior to reinstatement of service. Failure to pay the penalty promptly may result in the suspension of service to all other accounts in the customer's name. Payment of the penalty does not preclude the Authority from seeking additional legal remedies when deemed necessary.

## SECTION 10. METER TESTS; ADJUSTMENT OF BILL

- A. Test for accuracy. A customer may request the Authority to examine and to test the meter serving his premises to ascertain the accuracy of the registration of the amount of water delivered through it. The request for such test shall be made by written application to the Authority. A deposit in an amount determined by meter size reflected in Section 30 shall accompany the application to cover the cost of the test.
- B. Written report. The Authority shall then remove the meter and, in the presence of the customer, or in the presence of his authorized representative, when so requested by the customer, conduct a test of the accuracy of such meter. A written report of the results of the test shall be delivered to the customer within ten calendar days after completion of the test.
- C. Bill adjustment.
1. Fast meter. When the meter is found to have registered three percent or greater increase on any flow level, the customer shall receive a refund of the overcharge, either in cash or a credit against future charges at the option of the customer, for the period that the meter was in use, but not to exceed six months. In addition, the deposit remitted with the application for test shall be refunded in full.  
  
No refund of the deposit shall be made when the meter registration is less than three percent fast.
  2. Slow meter. When the meter for a domestic service is more than twenty-five percent slow on any flow level, the customer shall be billed for the undercharge for the period that the meter was in use, but not to exceed six months. When a meter used for other than domestic service is more than five percent slow, the customer shall be billed for the undercharge for the period that the meter was in service, but not to exceed six months. The deposit remitted with the application for test shall be refunded.
  3. No registration. When a defective meter does not register, the Authority shall bill the customer an average of the consumption shown on the last three (3) consecutive utility bills or if historical data is absent then base bill on the minimum monthly metered rate.

## **SECTION 11. SEPARATE SERVICE CONNECTIONS; MULTIPLE UNITS**

Each dwelling unit and each unit in a non-residential structure shall be served by a separate service connection and a separate meter; provided, however, the premises identified below shall be considered one premises and shall be served by one service connection and one meter:

- A. Residence used as a rooming house;
- B. Multifamily structure where the utility service is included in the rent;
- C. Nonresidential structure which contains two or more contiguous units occupied by a tenant or lessee where the utility service is included in the rent;
- D. Any main structure and its customary accessory building, use or structure; accessory is defined as a use which is clearly incidental to or customarily found in connection with and located on the same lot as the main building or use.

## SECTION 12. UTILITY BILL

- A. Frequency; address. A utility bill shall be mailed bimonthly to every customer for utility service supplied during the time period shown on the utility bill.
- B. Contents of Bill. Each utility bill shall contain, as a minimum, the following information:
1. The date of the utility bill.
  2. The time period and number of days of utility service covered by the utility bill.
  3. The utility charge(s) due.
  4. The date when complete payment is due at the King George County Treasurer's office, which date shall be thirty (30) days from the date of the utility bill. The bill shall also notify the customer that if payment is to be made to one of the area banks which is authorized to receive utility payments, such payment must be made at least five (5) working days prior to the date that the payment is due at the King George County Treasurer's Office.
  5. Notice whether the bill is based on an actual or an estimated measurement of the amount of utility service supplied.
  6. Notice that the customer may call the Authority customer representative whose telephone number shall be listed on the utility bill, in order to:
    - (a) Dispute the amount of the utility charges.
    - (b) Apply for restoration of utility service.
    - (c) Request answers to any other questions about utility service.
- C. Mailing address. The utility bill shall be sent to the mailing address shown on the "Application for Service and Contract" or "Customer Request" form, whichever is current; provided, however, the utility bill shall be sent to a different address when the customer has given to the Authority notice of such different address.
- D. Correction of utility bill. The Authority reserves the right to correct a utility bill rendered in error.
- E. Payment. A utility bill is due and payable upon receipt by the customer. Failure of the customer to receive either a utility bill or notice of termination shall neither be considered cause for nonpayment, nor justification for extension of the payment date, nor affect the right of the Utility to either terminate service or to file a lien or to motion for judgment for money in accordance with these Regulations. Payments may be made at the King George County Treasurer's office, by mail to address listed on the utility bill or at the First Virginia Bank branch in Dahlgren.

- F. Estimated bill. An estimated utility bill shall be mailed to the customer if the meter fails to register for any reason or the reader is unable to gain access to the premises at the time the meter is scheduled to be read. Such estimated utility bill shall be based on an average of the consumption shown on the last three (3) consecutive bimonthly utility bills.
- G. Partial period bill. The utility service charge for an initial or final utility bill for less than a full billing period shall be a pro-rated amount of the total bill for the period the customer occupied the property.
- H. Final bill. A customer who requests that utility service be terminated shall give to the Authority a termination date and a forwarding address. The meter shall be read on the termination date and a final utility bill shall then be prepared and mailed to the terminating customer.

A duplicate copy of the final bill to the tenant-customer shall be mailed upon preparation to the owner of such leased or rented real estate (premises).

- I. Minimum Bill: Once connection to the system has been made, or the Grace Period has expired, whichever comes first, there will be a minimum bill on the property. This minimum bill is in effect regardless of occupancy or physical connection to the system. Minimum charges for meter sizes are set forth in Section 30 below.
- J. Miscellaneous bill. A utility bill other than a regular utility bill rendered by the Authority is due and payable upon receipt by the customer and shall be paid in accordance with the provisions of these Regulations.
- K. Abatement; refund. The Authority is not responsible for water charges incurred due to leakage or for water wasted by water service pipes or fixtures either damaged or in disrepair which belong to the customer. However, if connected to the public sewer, an adjustment to the sewer charge shall be made for all of the estimated amount of water which did not enter the public sewer, and based on the average consumption over the last three billing periods or six months. Similarly, an adjustment to the Debt Fee shall be made which will be based on the average water consumption over the last three billing periods or six months.

Adjustments shall not be considered for disputed bills that are over six months old.

- L. Account charge. An account charge shall be paid by each applicant for service, whether for a new account or for a transfer of account from one premises to another premises. Such charge shall be collected at the time application is made or shall be added to the first utility bill for new and transferred accounts. Such charge is used to defray bookkeeping and clerical costs.
- M. Transfer of charges. The Authority may transfer outstanding charges for a customer who terminates service at one premises to any other account for a premises in the name of such customer which, if unpaid within the time specified in Section 15, shall subject the latter account to termination.

- N. Customer liable for utility charges. A customer who has either made "Application for Service and Contract" or who has received utility service at a premises shall be liable for all utility service furnished to such premises until such time as the customer has properly notified the Utility to terminate the service to such premises.
- O. Owner Liable for Utility Charges: In all cases where there are delinquent charges due the Authority, the owner of record of the premises shall be held responsible for payment of the outstanding account.
- P. Returned check charge. A charge of twenty-five dollars (\$25.00) shall be assessed for any check in payment of a utility bill which is returned for insufficient or uncollected funds, or drawn on a closed account, or drawn on a nonexistent account. If such check was presented in order to avoid termination of service for nonpayment of a utility bill, or to have service restored after such termination, utility service shall be terminated and this charge, as well as all others due and payable, shall be submitted in cash, cashier's check, certified check or money order before utility service is restored.

### **SECTION 13. CUSTOMER DISPUTE WITH THE UTILITY BILL**

- A. General. A customer may dispute the correctness of all or part of the amount(s) shown in accordance with the provisions of these Regulations.

A customer shall not be entitled to dispute the correctness of all or part of the amount(s) if all or part of the amount(s) was (were) the subject of a previous dispute under this Section.

- B. Procedure. The procedure for customer disputes shall be as follows:

1. The customer shall notify the Authority in writing or by phone at its office that he disputes all or part of the amount(s) shown on a utility bill, or a notice of termination, stating as completely as possible the basis for the dispute.

2. If the Authority determines that the present dispute is either untimely or that the customer previously disputed the correctness of all or part of the amount(s) shown, the Authority shall either mail a notice to or contact the customer by phone advising that the present dispute is untimely or invalid. The Authority shall then proceed as if the customer had not notified the Authority of the present dispute.

3. If the Authority determines that the present dispute is timely or valid under this Section, the Authority shall contact the customer to obtain any additional information required and advise the customer of the status of the dispute.

4. Based on the Authority's records, the customer's allegations and all other relevant materials available the Authority shall resolve the dispute, attempting to do so in a manner satisfactory to both the customer and the Authority.

5. The Authority shall either mail to the customer a notice of the decision resolving the dispute, or contact the customer by phone with the decision.

6. If the decision is unsatisfactory to the customer, the customer, may request a meeting with the General Manager.

7. The meeting with the General Manager shall be held in a timely manner.

8. Based on the information provided by the customer, the General Manager shall issue his decision in a timely manner formally resolving the dispute. His decision shall be final and binding on the Authority and the customer.

- C. Payment of undisputed charges. Use of this dispute procedure shall not relieve a customer of his obligation to timely and completely pay all other undisputed utility charges and the undisputed portion(s) of the amount(s) which is (are) the subject of the present dispute. Notwithstanding Section 14(D) below, failure to timely and completely pay all such undisputed amounts shall subject the customer to termination of utility service in accordance with the provisions of these Regulations.

- D. Payment of disputed charges. Until the date of the General Manager decision, the Authority shall not terminate the utility service of the customer and shall not issue a notice of termination to him solely for nonpayment of the disputed amount(s). If it is determined that the customer must pay some or all of the disputed amount(s), the Authority shall promptly mail to, or personally serve upon, the customer a notice of termination, which shall contain the following:
1. The amount to be paid.
  2. The date of the notice of termination.
  3. The date of termination, which shall be ten (10) days after the date of notice of termination.
  4. Notice that unless the Authority receives at its office complete payment of the amount shown prior to the date of termination, utility service shall be terminated under Sections 14 and 15 below.

## **SECTION 14. TERMINATION OF UTILITY SERVICE**

- A. Causes for termination. Utility service, after proper notice as required by these Regulations, shall be terminated for the following causes; however, immediate termination can occur if Authority personnel determine a public health hazard exists:
1. Nonpayment of utility charges due.
  2. Contamination of the water supplied by the Utility when caused by an appliance or apparatus of the customer.
  3. Service to a customer is of such magnitude or such character that utility service to other customers is adversely affected.
  4. Failure to protect and maintain the water service pipe or building sewage drain on the property of the customer in a condition satisfactory to the Authority.
  5. For tampering or altering by the customer, or others with the knowledge of the customer, with any meter, service connection, water service line, sewer service line, curb stop, seal or any other appliance or apparatus of the Authority which controls or regulates the customer's water supply.
  6. Failure to provide to employees of the Authority free and reasonable access to the premises served, or for obstructing ingress to the meter or other appliances which control or regulate the customer's water supply.
  7. Failure to correct a backflow or cross-connection violation as required by the Waterworks Regulations of the Virginia Department of Health or the Virginia Uniform Statewide Building Code, as the same may be in effect from time to time.
  8. Failure to comply with these Regulations.
  9. For fraud or abuse, including the nondisclosure of information on the "Application for Service and Contract," or any false statement or misrepresentation.
  10. Negligent or wasteful use of water during periods when restrictions on consumption are imposed to conserve water.
  11. Failure to maintain plumbing inside the structure so no escape or discharge of water or sewerage occurs in the structure and/or on the property.
- B. Other action. Termination of utility service to any premises for any cause 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.
- C. Payment required before service restored. When utility service to a customer has been terminated for any of the above causes, other than temporary vacancy of the premises, it

shall be restored only after the conditions, circumstances, or practices which caused the utility service to be terminated are corrected to the satisfaction of the Authority and upon payment of all utility charges due and payable by the customer in accordance with these Regulations.

## SECTION 15. UTILITY SERVICE TERMINATION PROCEDURE

- A. Nonpayment of utility charge. The provisions of this Section shall govern all terminations of utility service for nonpayment of utility charges.
1. Notice of termination. If by the payment date shown on a utility bill the Authority has not received complete payment of the amount(s) shown on the bill, the Authority shall mail to the customer a notice of termination within seven (7) days after the payment date. In case of a customer-tenant, the Authority shall mail a copy of such notice to the owner of the premises.
  2. Content of notice. The notice of termination shall contain the following:
    - (a) The amount to be paid.
    - (b) The date of the notice of termination.
    - (c) The date of termination, which shall be at least ten (10) days from the date of the notice of termination.
    - (d) Notice that unless the Authority receives at its office complete payment of the amount shown prior to the date of termination, utility service shall be terminated under Section 15 (A)(3) below.
    - (e) Notice that in lieu of paying the entire amount shown, a customer, prior to the date of termination, may notify the Authority that he disputes the correctness of all or part of the amount shown, if all or part of the amount shown was not the subject of a previous dispute under Section 13 above.
    - (f) The telephone number of the Authority customer representative.
  3. Termination of utility service. If, prior to the date of termination:
    - (a) the Authority has not received at its office complete payment of the amount shown on the notice of termination, or
    - (b) the customer has not notified the Authority that he disputes the correctness of all or part of the amount shown on the notice of termination, then the Authority shall terminate utility service provided to the customer on the date of termination.
  4. Payment prior to termination date. If the Authority receives payment at its office of the entire amount shown on the notice of termination prior to the date of termination, such payment shall be considered a timely and complete payment for purposes of these Regulations.
- B. Other causes. Normally, the notice and period of time for compliance provisions of Section 15 (A) above shall govern the termination of service for causes other than the nonpayment

of utility charges; provided, however, when warranted by the circumstances, the period of time for compliance may be either collapsed or suspended.

1. Content of notice. The notice of termination for causes other than the nonpayment of utility charges shall contain the following:

(a) The cause of the termination.

(b) The corrective action required by the customer when such action is under the control of the customer and the cause can be corrected by the customer without loss or injury to the Authority.

(c) The date of the notice of termination.

(d) The date of termination of service.

(e) Notice that unless the corrective action is completed prior to the date of termination, utility service shall be terminated on the date of termination.

In case of a customer-tenant, the Authority shall mail a copy of such notice to the owner of the premises.

C. Method of termination. When utility service is terminated one or more of the following methods shall be used. The decision of which method to be used shall be made by the KGCSA and shall be in the sole discretion of the KGCSA, its agents or assigns.

The water supply and/or sewer service may be

- a. terminated by cutting off service at the meter;
- b. terminated by application of a seal to the meter;
- c. terminated by removal of the meter

(Amended 9/4/01)

D. Limitations on termination of utility service.

1. Hours, days of termination. The Authority shall terminate utility service for nonpayment of utility charges or for other causes only during the hours of 8:00 a.m. to 4:00 p.m., Monday thru Thursday. No termination shall be permitted on a legal holiday or on the day before a legal holiday.

2. Suspension of limitations. When warranted by the circumstances the limitations in Section 15 (D)(1) above shall not apply to the termination of utility service for causes other than nonpayment of utility charges.

## SECTION 16. RESTORATION OF UTILITY SERVICE

- A. Conditions for restoration. When it has been necessary to terminate utility service to any premises because of a violation of these Regulations, or because of nonpayment of any utility bill, utility service shall be restored upon payment of the following charges:
1. If service was terminated only by turn off of water which supplies the premises, the customer shall pay charges as prescribed in Section 30 for turning on the water plus arrears in charges that may be due and payable to the Authority by the customer.
  2. If service was terminated by sealing the building sewage drain, or by removal of the service connection to the public sewer, the customer shall pay the charge as prescribed in Section 30. Such charge shall be estimated by the Authority upon application for restoration of service and the customer shall pay the amount of the estimate prior to restoration of service. Any adjustment in actual cost shall be made upon completion of the restoration of service.
- B. Hours, days for restoration. Restoration of water service for nonpayment of a utility bill is made during working hours, 8:30 a.m. to 4:00 p.m., Monday through Friday, when the Authority receives complete payment of the amount of non-payment which prompted the termination. Same day restoration may be made only when complete payment is received by 3:00 p.m. that day; otherwise, restoration of service will be made on the next regular working day. Such payment shall not be considered a timely payment for purposes of these Regulations.
- C. Other causes. Restoration of service for causes other than nonpayment of utility charges shall be made upon completion of the work necessitated by the termination of service.

## **SECTION 17. COMPUTATION OF TIME**

In computing any period of time prescribed by these Regulations, exclusive of Section 16 above, the date of the act or event which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the next day which is not a Saturday, a Sunday or a legal holiday. When the period of time prescribed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

## SECTION 18. USE OF WASTEWATER FACILITIES

A. Purpose. The purpose of this Section is:

1. To provide for the adequate regulation of industrial, commercial and institutional wastewater discharges in order to assure that the Authority and its customers comply with all applicable laws, rules and regulations; and
2. To protect the wastewater facilities of the Authority.

B. Adoption of regulations. There is hereby adopted by the Authority, to effect the purpose described in Section 18 (A)(1) above, that certain document entitled "Industrial Wastewater Discharge Regulations," Hampton Roads Sanitation District, revised June 1, 1983, except such portions as are deleted, modified or amended by this Section, and the same is hereby adopted and incorporated as fully as if set out at length herein. From the date on which these Regulations shall take effect, the provisions of this Section shall control in all matters contained herein.

C. Additions, deletions, modifications, changes The following additions, deletions, modifications and changes are hereby made in the "Industrial Wastewater Discharge Regulations" adopted by this Section and are hereby adopted as part of these Regulations.

Sec. 101. This section is deleted.

Sec. 102. This section is deleted.

Sec. 305(d). This subsection is amended to read as follows:

Unusual wastewater shall require a special rate as provided for in Section 30.

Sec. 601(d). This subsection is amended as follows:

In lines three, four and five delete the words "Commissioners" and "Commission" and substitute the word "Board."

Sec. 601(e). This subsection is amended as follows:

In line two delete the word "Commissioners" and substitute therefor the word "Board."

Appendix A, Appendix A is amended by deleting paragraph (A).

Appendix B. Appendix B is amended by amending the following definitions to read:

n. District: the Authority.

h. General Manager: the Utility Administrator.

D. Prohibited Uses:

(a) No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water or unpolluted industrial process waters into any public sewer.

(b) No person shall connect roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains to any sewer which is connected to a treatment plant.

(c) Except as provided in Section 18 (D) (a) above, roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains shall discharge to natural outlets or storm sewers. Any connection, drain, or arrangement which will permit any such waters to enter any other sewer shall be deemed to be a violation of this section. No person shall discharge or cause to be discharged into any public sanitary sewer any of the following waters or wastes:

- (1) Any waters or wastes which may contain more than one hundred (100) parts per million, by weight, of fat, oil or grease;
- (2) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;
- (3) Any garbage resulting from preparation, cooking and dispensing of food which has not been properly shredded;
- (4) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;
- (5) Any waters or wastes having a pH value lower than 5.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;
- (6) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant;
- (7) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- (8) Any noxious or malodorous gas or substance capable of creating a public nuisance.

- (9) Any waters or wastes which may cause obstruction to the flow in sewers, or other interference with the operation of treatment facilities due to accumulation of solid or viscous materials.
- (10) Any waters or wastes which constitute a rate of discharge or substantial deviation from normal rates of discharge ("slug discharge") sufficient to cause interference in the operation and performance of the treatment facilities.
- (11) Any waters or wastes which contain heat in amounts which are likely to accelerate the biodegradation of wastes, causing the formation of excessive amounts of hydrogen sulfide in the treatment facilities or inhibit biological activity in the treatment facilities, but in no case shall the discharge of heat cause the temperature of the influent to the treatment facilities to exceed 40 degrees C (104 degrees F) unless the facilities can accommodate such heat and the Authority has obtained prior approval from the approval authority.

(d) Grease, oil and sand interceptors shall be provided by the owner when, in the opinion of the administrator, they are necessary for the proper handling of liquid wastes containing any of the ingredients listed in subsection (b) of this section or any other substance of a flammable or harmful nature, except that grease interceptors shall be provided for any activity involving food preparation and sand interceptors shall be provided for all laundromats and car washes. Such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the board. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight. Where installed, all grease, oil and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

(e) The admission or proposed admission into the public sewers of any waters or wastes resulting from any industrial or manufacturing process, products or comparable activity shall be subject to the review and approval of the administrator. When necessary, in the opinion of the administrator, the owner of any such industrial or manufacturing establishment shall provide, at his expense, such preliminary treatment of his industrial waters or wastes as may be required to reduce objectionable characteristics or constituents or to satisfy any other condition which the administrator may decide is advisable in order to allow the admission of such waters or wastes into the sanitary sewers. Plans and specifications and other pertinent information relating to required or proposed preliminary treatment facilities shall be submitted for the review and approval of the administrator. No construction of any such facilities shall be started until such approval has been obtained in writing.

Compliance required. It shall be unlawful to discharge to any natural outlet within the Authority or in any area under the jurisdiction of the Authority any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this division.

## SECTION 19. DELINQUENT ACCOUNTS; ACTIONS AT LAW

To secure monies due and payable to the Authority from the customer whose account is delinquent because of the nonpayment of a utility bill(s), the General Manager and Attorney shall perform as required the following tasks:

A. Lien for charges.

1. Real estate. Charges for utility services shall be a lien upon the premises as provided by the Code of Virginia (1950, as amended). Two (2) weeks after the date that utility service is terminated, as provided in Sections 14 and 15 above, the General Manager shall file with the Clerk of the Circuit Court of King George County a "Statement of Lien." This statement shall contain the following:

- (a) Legal description of the premises served.
- (b) Amount of the unpaid bill.
- (c) Notice that the Authority claims a lien for the amount of the unpaid bill and for all charges for utility service subsequent to the period covered by such bill.
- (d) Petition the Clerk to record the lien in the judgment lien book.

Such lien, when properly entered, shall be enforced by the Authority Attorney as described in Section 19 (B) below.

Normally, such statements shall be batched monthly by the General Manager and filed with the Clerk.

2. Personal property. Two (2) days after the date that utility service is terminated, as provided in Sections 14 and 15 above, the General Manager shall file with the Authority Attorney a "Statement of Delinquent Account" when such account is fifty dollars (\$50) or more in arrears. This statement shall contain the following:

- (a) Name and last known address of the customer.
- (b) Amount of the unpaid bill, the amount(s) classified according to utility service(s) furnished.
- (c) Time period covered by the unpaid bill.
- (d) Date complete payment was due and payable.
- (e) A copy of the "Application for Service and Contract."
- (f) Petition to the Authority Attorney to motion for a judgment for money in the King George County General District Court King George County Circuit Court when the sum of unpaid bill exceeds \$7,000.

The Authority Attorney shall immediately motion for judgment for money in the proper court of King George County. When judgment for money is rendered against the customer and the customer defaults in the payment thereof, the Authority Attorney shall immediately request the

ruling court for a writ of fieri facias and he shall docket same in all Jurisdictions in which the customer is known to own or have interest in real or personal property, or both, thereby creating a lien upon such property.

B. Enforcement of lien.

1. Writ of fieri facias. When a writ of fieri facias has been issued, the Authority Attorney shall petition the King George County court having jurisdiction to issue to the customer a summons to answer interrogatories to ascertain the personal estate (goods and chattels) and the real estate in and out of the Commonwealth, on which the writ is lien.

2. Interrogatories. Upon the issuance and service of such summons to the customer to answer interrogatories, the Authority Attorney shall secure from the customer sufficient information about ownership and interest in real and personal estate to determine the appropriate action to satisfy the judgment for money.

3. Garnishment; levy; creditor's suit. The Authority Attorney, on facts learned during the interrogatories, shall initiate at his election the following actions:

(a) Garnishment. A petition to the Clerk of the King George County General District Court to issue a summons to one or more garnishees (a third party, e.g., an employer, who is indebted to the customer) to enforce the lien created by the writ. Payment(s) rendered to the Authority by the garnishee shall be applied in satisfaction of the judgment for money.

(b) Levy. A petition to the Sheriff of King George County to levy on the personal property (e.g., savings account, checking account, notes, securities, automobiles) of the customer. The Authority Attorney shall request the Sheriff to levy on certain personal estate (goods and chattels) at a certain location(s). The Sheriff seizes and then sells the goods and chattels of the customer and returns to the Authority the proceeds therefrom to satisfy the judgment for money. At the request of the Sheriff, the Authority Attorney shall cause the procurement of a bond to indemnify the Sheriff in such seizure and sale.

(c) Creditor's suit; sale of land. When the judgment for money cannot be satisfied by the personal estate of the customer, the Authority Attorney institutes a suit in equity to have the real estate, if any, of the customer sold; provided, however, such suit shall not be instituted until the sum of the unpaid bill amounts to at least five hundred dollars (\$500), or the sum of the unpaid bill amounts to at least two hundred fifty dollars (\$250) and a period of three years has elapsed from date of termination of service reflected on the notice of termination of service.

(d) Enforcement priority; customer-tenant. The Authority Attorney, without delay, shall (1) obtain judgment for money against a customer-tenant who is delinquent in the payment of a utility bill and (2) cause the clerk of court to issue a writ of fieri facias upon the property of such customer-tenant. The Authority Attorney shall make a reasonable effort to satisfy the judgment from the personal and real estate

of the customer-tenant before instituting action at law to satisfy the judgment against the owner of the real estate the use of which by the customer-tenant gave cause for the judgment for money.

(e) Suspension of action. The Authority Attorney, at his discretion, and after conferring with the King George County Director of Social Services, may suspend action to motion for judgment for money, or to initiate a creditor's suit, when a customer is the recipient of either unemployment compensation, or workmen's compensation, or a participant in a social services program.

## **SECTION 20. PRIVATE FIRE PROTECTION SYSTEMS; PUBLIC FIRE HYDRANTS**

### **A. Private Fire Protection Systems**

1. Application. Upon written application to the Authority, and upon payment of all applicable charges required by Section 30, the Authority or the applicant, at the option of the Authority, shall at the expense of the applicant construct and install a fire service connection to supply a fire protection system. Such construction shall conform to the "Standards" of the Authority. When constructed and installed by the applicant, subject to inspection by the Authority, such construction shall not commence until the applicant furnishes to the Authority and the Authority approves in writing the plans for such construction and installation.

2. Fire service detector check meter. A fire service detector check meter shall be installed in a bypass to monitor small flows in the fire service connection. The Authority shall read each detector check meter at least annually. The Authority reserves the right to require an existing fire service connection customer to install at his expense a detector check meter with a bypass pipe.

3. Charge. There shall be no charge for water supplied through a private fire protection system which is used to extinguish fires.

4. Additions. No addition of any hydrant, standpipe, sprinkler head or other outlet shall be made to a fire protection system until plans for such addition have been submitted to and approved in writing by the Authority.

5. Pressure; supply. The provisions of Section 27, which govern the interruption of water supply, apply to fire service connections. The Authority shall not assume any responsibility for loss or damage because of inadequate quantity or pressure.

6. Violation. Water supplied through a private fire service connection shall be used solely for the extinguishment of fires and, upon approval by the Authority, for fire drill testing of the fire protection system. If a customer makes unauthorized or unapproved use of the fire protection system, for any reason other than fire suppression, a \$100.00 penalty shall be imposed upon the customer. If the penalty is not paid immediately to the Authority upon discovery of the violation, all Utility service to the customer shall be terminated until such time that the penalty has been paid.

Furthermore, if it is discovered that the fire protection system has in any way been intentionally adjusted or tampered with or if any unapproved connection has been made to the system that provides the customer with an unauthorized supply of water, then a \$100.00 penalty shall be imposed. In addition, the customer shall also remit to the Authority the amount of the retail water charges for the estimated unauthorized water usage. If the penalty and charges are not paid immediately to the Authority upon discovery of the violation, all Utility service to the customer shall be terminated until such time that the amount due has been paid.

### **B. Public fire hydrants**

1. General. To the extent that funds are available, the Authority shall install, at its expense, public fire hydrants on public property whenever and wherever, in its sole opinion, such hydrants may be required to provide fire protection service.

2. Application for hydrant. Upon written application by any commercial, industrial, governmental entity or other interested party, and upon payment of all applicable charges required by Section 30, the Authority shall construct and install additional public fire hydrants on public property. After installation of each hydrant, the Authority shall assume ownership, maintenance and operation thereof and shall pay for any replacement or relocation which may become necessary.

3. Restrictions on use. 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 any other use, including construction, street sprinkling, or flushing storm sewers or gutters, unless specifically permitted in writing by the Authority for the particular time and occasion and upon payment of all applicable charges required by Section 30. All such uses shall be metered and the Authority retail water rates shall apply. A fire hydrant meter shall be furnished by the user, and shall be registered with and approved by the Authority prior to its use.

It shall be unlawful for any person to open or cause to be open any valve or hydrant except while acting in an emergency situation. Exceptions will be allowed for volunteer firemen in the performance of their assigned tasks or in situations where an application is made to and approved by the General Manager. The Authority shall reserve the right of access to and use of valves and hydrants for its own purposes.

It shall be unlawful for any person to deny access to any fire hydrant or water main valve by any physical barrier or other restraint which would prevent or delay an access to such fixtures in an emergency situation.

It shall be unlawful for any person to deface or damage any stopcock valve, fireplug or public hydrant, or anything connected with the Authority waterworks; throw or deposit any building material, rubbish or other matter on the stop box of a service pipe, valve box, or fireplug or meter, or cover up either with dirt or other material; remove or injure any cap or screw of a stop box, valve, fireplug, meter or hydrant or open any of them; or in any way deface them without authority from the General Manager, except that in case of fire or when cleaning the fire hose, firemen are authorized to use the fireplugs and in cleaning or sprinkling streets, or for other Authority purposes, the fireplugs, valves, etc. may be used by employees of the Authority under the direction of the General Manager.

4. No liability. The Authority shall not be considered an insurer of persons or property, or to have undertaken to extinguish fires, or to protect any person or property against loss or damage by fire or otherwise, and it shall not be responsible to any person for any loss, or damage, or injury by reason of fire, or failure to supply water or pressure, or for any other cause whatsoever.

5. Extension of main. The Authority shall not be required to extend its water mains for the purpose of installing public fire hydrants which may be desired except under mutually acceptable terms to defray the construction cost of such extensions.

6. Unauthorized use. If a public fire hydrant is discovered to have been used for any purpose other than fire suppression without prior approval by the Authority, legal action may be sought against such unauthorized user in accordance with Section 31 of these Regulations. In addition, a \$100.00 penalty shall be assessed against the violator. The penalty shall be paid immediately or all Utility service received by the violator or the employer that he represents shall be terminated until such time as the penalty is paid.

## SECTION 21. TEMPORARY SERVICE

- A. Special purposes; conditions. Temporary service shall be provided to builders and developers at construction sites and for such special purposes as a circus, bazaar, fair, outdoor music or entertainment festival, irrigation of vacant property and similar uses when the following conditions are observed:
1. Temporary service is available for a period not to exceed six months; such service is billed in accordance with Section 30.
  2. Completion and execution of an agreement on a form provided by the Authority which describes the nature of the temporary service.
  3. Remit with the application for temporary service a sum of money equal to the estimated cost of installing, maintaining, replacing and removing the facilities which are required to furnish such service.
  4. No wastewater may enter a sewer service connection until the installation of the service connection is approved by the Authority.
- B. Credit for permanent connection. In the event the temporary service becomes a permanent connection, the cost of facilities installed with moneys advanced by the applicant, which are used in providing regular service to such applicant, shall be credited to such applicant when facilities charges are remitted for the regular service connection.

## **SECTION 22. RESPONSIBILITY FOR PROPERTY OF CUSTOMER**

The Authority is neither liable for damages to property of the customer by water delivered through the facilities of the customer nor is it liable for damage to property caused by spigots, faucets, valves, and other equipment that may be open when water is turned on at the meter, either when turned on originally or when turned on after a temporary shutdown. The Authority assumes no liability for loss or damage to any water equipment of the customer.

The Authority is not liable for damage caused by an obstructed, or leaking, or damaged building sewer, or building sewage drain or plumbing fixture.

## **SECTION 23. DAMAGE TO AUTHORITY PROPERTY**

When damage occurs to a meter, a service connection, or to any other Authority property by the acts of the customer or the customer's agent, or by the act of any non-utility party, or from hot water or steam from the premises of the customer, or other actions of the customer, his agents or employees, the Authority shall bill said party for the cost of repairing such damage. The cost may include, but shall not be limited to materials, labor, utility equipment charges, cost of subcontracting repairs, and twenty-five percent overhead.

The Authority is not liable for damage to its utility lines when a request for utility markings is not received at the Authority Operations Center at least two working days prior to digging. Regulations regarding utility markings shall be posted at all Authority offices and King George County Office of Planning and Code Compliance.

### **GROUND WIRE ATTACHMENTS**

The Authority may terminate service, after proper notice, in the event electrolysis damage occurs to the public water mains of the Authority by the attachment of electrical ground wires to building water piping.

## **SECTION 24. ACCESS TO PREMISES**

Personnel of the Authority shall have right of access to a customer's premises at all reasonable times, upon giving appropriate notice, to perform one or more of the following tasks:

- A. Inspection of property of the Authority on the premises.
- B. Check for any unsafe or hazardous condition on the premises.
- C. To perform tests or obtain test samples as required by Federal/State/local regulations
- D. Any purpose properly related to any service to the customer.

## SECTION 25. INTERRUPTIONS IN WATER SUPPLY

- A. Shut-off. The Authority may at any time shut off the water in the mains in case of accident, or for the purpose of making connections, (when live tap is not feasible) 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 safety may require it.
- B. Notice. It is the intention of the Authority to give notice in advance of any work which must be done that necessitates an interruption of the supply. Such notice shall be considered a requirement on the part of the Authority except during emergencies and when conditions warrant. Customers shall so regulate their installations connected with the water supply system that damage does not occur when water is shut off without notice.
- C. Care to be exercised. The Authority shall use reasonable care and diligence in order to prevent and to avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.

## **SECTION 26. SWIMMING POOLS**

- A. ~~The customer shall contact the Authority at least forty eight (48) hours prior to the time desired to begin filling his pool to arrange for the Authority to read the meter. The customer shall also provide an estimated time for completion of pool filling to allow the Authority to obtain an ending reading of the meter.~~
  
- B. ~~The amount of water used in pool filling based on the meter readings will be subtracted from the total consumption for the billing period for the purpose of calculating the sewer charge. In no case will the sewer charge be reduced to an amount less than the minimum bi-monthly charge for sewer, or the customer's most recent six-month average.~~
  
- C. ~~This credit is available to the customer only one (1) time per calendar year.~~

Deleted by Board of Directors, April 1, 1997.

## SECTION 27. EXTENSION AND EXPANSION OF AUTHORITY FACILITIES

The policies reflected below govern the extension and expansion of Authority facilities.

- A. Service to new developments. The developer of any new development and/or subdivision intended for residential, commercial or industrial use or any combination thereof, or the developer of any commercial or industrial site shall construct all Authority facilities as herein required. The Authority reserves the right at any and all times to make, connect or permit new connections, extensions, or improvements or to otherwise use the facilities in the best interests of the Authority.

### 1. Primary service area.

(a) Local facilities. The developer shall construct and install at his expense all local facilities within his subdivision or development. Investments by a developer in local facilities to serve his development, such as distribution mains, fire hydrants, sewer laterals, manholes and other local appurtenances, shall neither be refunded by nor become an obligation of the Authority as such investments are considered a benefit accruing to the property which is recovered through an increase in the value of the property.

(b) System facilities. The Authority is responsible for the construction and installation of all system facilities to serve a new development when it is in the best interest of the Authority, economically feasible, and system capacity is available. If funds are not available, the Authority may permit the developer, under written contract and at his expense, to construct and install the system facilities. If system facilities are constructed and installed at the expense of the developer, the developer shall be reimbursed for the costs of such system facilities if the provisions of Section 27(E) are observed as follows:

(1) Credit shall be given the developer for such contributed facilities against payment of availability fees on a dollar for dollar basis as the service connections are made to his property, or

(2) If the developer who has incurred the costs of the construction of the system facilities transfers ownership of the property to be served by the new facilities before service connections are made, the construction costs shall be refunded to the developer out of the availability fees which are remitted to the Authority by the new property owners when such property owners connect to the facilities.

The manner in which the developer's expenses are to be recovered will be determined by the provisions of the contract, which shall be executed prior to construction. Refunds shall not exceed the cost of construction for the development project.

### 2. Outside primary service areas

(a) Local facilities. The responsibility of the developer is the same as that for any new development within the primary service areas. All conditions in Section 27 (A)(1)(a) above apply.

(b) System facilities. The Authority has no responsibility for the construction and installation of system facilities which serve developments outside the primary service areas. However, the Authority, under written contract, may permit the construction and installation of such facilities at the expense of the developer.

Provided further, the developer shall be required to pay a System Replacement Fee to cover the cost of increasing the incremental capacity in the existing system facilities, should the Authority allow the developer to connect the facilities which serve the development outside the primary service areas, to the system facilities inside the primary service areas, at some future date. The terms and amount of this fee shall be determined by the provisions of the written contract which shall be set forth before beginning construction of the system facilities outside the primary service areas.

3. Application and Contract Required. A developer who desires water or wastewater service or both such services for a certain specified area, shall make application to the Authority before starting construction of any water or wastewater facilities. Each application shall be approved by the King George County Zoning Administrator for that area to be served and has been officially zoned for the particular type, or types, of land use described in the application. Instructions as to the form and content of applications for water and wastewater services are set forth in Section 27 G.

Upon approval of the application, the developer shall enter into a written contract with the Authority in accordance with Section 27(E) below. The contract shall describe in detail all fees, rebates, refunds, or exemptions that may occur as a result of the proposed project.

4. Dedication of facilities. Immediately upon completion and acceptance of the utility facilities, such facilities shall be dedicated to the Authority on a form prescribed by the Authority. The facilities to be dedicated shall include all local and system facilities, land and rights, structures and other necessary components of the utility system. The developer, shall transfer such facilities free of debts, liens or other legal encumbrances. In addition, the developer shall submit simultaneously to the Authority a certificate of mechanic's lien waiver on all facilities dedicated by him.

5. Maintenance of facilities. The developer shall be responsible for any maintenance as a result of construction or defects of said facilities for one year from the date of initial operation or acceptance, whichever is later. To ensure compliance with this requirement, the developer shall post with the Authority a Virginia Surety Bond, certified check, or irrevocable letter of credit in a sum equal to ten percent of project costs.

6. Owner responsibility. Building sewer pipes and water distributing pipes shall be installed at the expense of and maintained by the property owner.

7. Authority standards, specifications. The design of and the equipment, materials, workmanship and procedures used in the construction and installation of local and system facilities shall be in accordance with the "Standards" established, approved and adopted by the Authority. If the "Standards" do not address an element or elements of a project, the applicable standard will be determined by the General Manager.
8. Plan review. The Authority shall review and approve, or revise if necessary to conform with the "Standards," prepared plans for all projects for the construction and installation of all local and system facilities prior to any construction of any such project(s).
9. Site inspections. During progress of construction work, the authorized representatives of the Authority and others who are directly concerned with the construction work shall have access to the locations of construction for the purpose of establishing to their satisfaction that the project(s) is being constructed to the requirements of the Authority and in accordance with the approved plans, standards and specifications.
10. As-built drawings. As-built drawings, in the form prescribed by the "Standards," shall be submitted to the Authority before the final inspection of construction is performed.
11. Final inspection of construction. After completion of the construction and installation of the Authority facilities, and upon written request of the developer or owner responsible for the construction, and upon receipt of the final as-built drawings, the Authority shall make a final comprehensive inspection of the completed project(s) and shall be satisfied as to conformance with the plans and standards and specifications before accepting the utility facilities as a part of the utility system.
12. Non-transferability. Credits for construction and installation of system facilities are non-transferable from development to development.

## B. Service To Existing Development.

### 1. Primary service area.

(a) System facility capacity. Capacity to serve existing developments inside the primary service areas is available in existing system facilities.

(b) Local Facilities. The property owners of any existing subdivision or any residential, commercial, or industrial site in existence prior to the establishment of the Service Authority, or the owners of any combination thereof, may request the Authority to construct and install local facilities. Upon receipt of such request the Authority will determine if the request is in the best interest of the Authority, economically feasible, and whether system capacity is available. Upon approval of the request and upon completion of an Application for Service and Contract and the payment of applicable charges, the Authority shall construct and install such local facilities as herein required to serve each applicant reflected on the petition. The applicants shall remit in advance to the Authority a sum of money equal to:

(1) The amount which is equal to the sum of the availability charge for each property to be served by the proposed construction of local facilities, plus;

(2) The amount required to pay for the inter-connection of the proposed local facilities to the Authority's existing system facilities.

Grant monies and donations contributed in aid of construction, or any combination thereof, shall be deducted from the monies required to be remitted in advance by the applicants.

(c) Availability Charges for System Facilities. Upon completion of the construction and installation of such local facilities, but before physical connection, the applicants shall remit to the Authority the then prevailing system facilities availability fee. These fees may be paid in advance and accompany the Application for Service and Contract.

(d) Refund to nonowners. If the availability charges for system facilities or construction costs have been advanced to the Authority by a party other than an owner of property to be served by the new facilities, these fees shall be considered a loan to the Authority. Such charges shall be refunded to the nonowners from the availability charges for system facilities that are remitted by the owners of the property, which is serviced by the new facilities, as the Authority receives such remittance. The sum of the monies refunded shall not exceed the sum of the loan; no refund shall be made after a period of five years from the date of such advance.

2. Outside the primary service areas. All terms and conditions in section 27(B)(1) above apply. In addition, should the Authority elect to construct and install system facilities to serve an existing development outside the primary service areas, which development is independent of the system facilities within the primary service areas the property owners shall remit in advance to the Authority a sum of money equal to the total estimated construction and installation costs of such system facilities. Grant monies and donations contributed in aid of construction shall be deducted from the monies required to be remitted in advance by the applicants.

C. Service initiated by the Authority. The Authority may construct and install local facilities and system facilities anywhere in its service area whenever it determines that circumstances warrant utility service, for example, to implement the land use element of the comprehensive plan, or to protect the health of its citizens or to promote economic development of the community. The financial performance standards of the Authority shall be observed when such construction work is undertaken.

If such service is initiated by the Authority, the funding procedures contained in Sections 27 (A) and (B) above, which are based on the cost of service philosophy, shall be observed to the maximum extent possible.

The Authority may enter into contracts with any person, firm, or corporation, or sanitary district, or other political subdivision or public body for the rendering of any unusual or extraordinary water or wastewater service or both such services; provided, the rates or charges to be paid thereunder shall be an amount which is fair and equitable, taking into account the cost to the Authority of providing such service.

D. Off-site extensions.

1. Extensions to new developments.

(a) Cost of Extension. The construction and installation of an extension of a water or sewer line from existing local or system facilities to the property boundary of the developer shall be the responsibility of the developer and undertaken at his expense.

If, at the request of the Authority, the developer includes capacity beyond that needed for his development, the Authority shall refund to the developer the construction costs involved in including such extra capacity. The terms of the reimbursement shall be determined by the contract between the developer and the Authority.

(b) Local facilities. The terms and conditions of Section 27(A)(1)(a) shall be observed.

(c) System Facilities. The terms and conditions of Section 27(A)(1)(b) shall be observed.

(d) General. The terms and conditions of Section 27(A)(3) through 27(A)(12) shall be observed.

2. Extensions to existing developments.

(a) Cost of extension. The construction and installation of an extension of a water or sewer line, from existing local or system facilities to the property boundary of the applicants, shall be the responsibility of the applicant and undertaken at his expense,

(b) Local Facilities. The terms and conditions of Section 27(B)(1)(b) shall apply.

(c) System Facilities. If system facilities to serve an existing development are necessary and are installed at the expense of the property owners, the reimbursement schedule, if applicable, shall be set forth in the contract between the applicants and the Authority.

E. Conditions for Authority participation. The Authority shall participate in the construction and installation costs of local and system facilities and off-site extensions to serve new development when the developer observes all of the terms and conditions set forth below;

provided, the Authority reserves the right to decline to participate in a utility project with a developer if the project is either detrimental to the utility system or the utility service project is economically unfeasible, as determined solely by the Authority. If the Authority selects to participate, the following conditions shall apply:

1. Pipe size. The size of pipe of water distribution mains and branch and lateral sewers shall be in accordance with the "Standards."
2. Developer responsibility. The developer accepts in writing sole responsibility for all matters relating to the construction and installation of all facilities required in the project, including the acquisition of all necessary permits from regulatory agencies. The developer shall acquire at his expense all easements required to install utility service to his development.
3. Prior approvals required. All required federal, state and local government approvals of both the developer's building project and utility project shall be obtained by the developer and delivered in writing to the Authority before the Utility agrees to participate in the utility project.
4. Bidding required. The intent of the provisions of the County Purchasing Policy shall be observed by the developer in the award of a contract for the construction and installation of a utility project. The project shall be awarded by the developer to the lowest responsible bidder. Authority approval of the lowest responsible bidder shall be required prior to the award of the contract.
5. Performance guarantee. Prior to the award of the contract, the developer shall furnish to the Authority either a certified check, an irrevocable letter of credit or a Virginia Surety Bond in an amount equal to 110% of the contract bid.
6. Payments to contractor; change orders. During progress of the construction work, the Authority shall approve: (1) all project partial payments prior to payment to the contractor; and (2) all change orders.
7. Eligible costs. In calculating the costs of facilities which are considered developer loans to the Authority, only labor and materials costs incurred by the developer in the construction of the project are considered eligible for refund. Costs of administration, engineering and legal representation are not eligible.
8. Developer option to bid. The developer may elect not to publicly bid the utility project in which case the Authority shall not participate with the developer in the cost of the project as provided for in Sections 27 (A) and 27 (D) above.
9. Payments to developer; applicants. Payments on loans shall be remitted directly to the developer, his assignee or successor, or to the party or parties representing the applicants in the manner stipulated in the contract. Payments shall be made out of availability fee revenues collected from remittances made by applicants for service for connections made directly to the facilities. Payments will be made

within 30 days of the receipt of funds from applicants. No payments shall be made after five (5) years from the anniversary date stipulated below:

(a) Developer loans: date of acceptance of the facilities by the Authority.

(b) Applicant loans: date facilities are placed in operation by the Authority.

No payments shall be made to the developer or to the applicant by the Authority until the facilities constructed and installed are formally accepted into the utility system.

10. Acceptance of new facilities.

(a) Conditions of acceptance. The General Manager shall accept newly constructed and installed water and wastewater facilities described in Sections 27 (A) and 27 (D) when satisfied that the following conditions have been observed:

(1) Full compliance with all provisions of the contract between the developer or owner and the Authority.

(2) Full compliance with all requirements of the "Standards."

(3) Payment by the developer or owner of all applicable fees and charges prescribed in the Section 30.

(4) The developer or owner understands fully that he shall be responsible for and obligated to correct all deficiencies in construction and installation of the project for a period of one year from the date of acceptance of the facilities by the Authority. (This condition shall be secured as defined in Section 27 (A)(5).)

(5) The final approval by all applicable State and Federal regulatory agencies to put the newly constructed facilities in service.

(b) Acceptance in writing. Acceptance of the newly constructed and installed facilities, when approved by the Authority, shall be made in writing to the developer or owner responsible for the construction by the General Manager of the project.

(c) Agreement irrevocable. The issuance of the written form of acceptance of all such facilities shall constitute an irrevocable agreement between the developer or owner responsible for construction and the Authority; and the officers, agents, servants and employees of the Authority shall be saved harmless by the developer or owner from liability and responsibility of any nature and kind for costs of, or payments on, labor, equipment, or material used in construction of the accepted facilities or on account of any patented

or unpatented inventions, process, article or appliance manufactured for or used in construction of, or for the intended operation of, the accepted facilities.

11. Written contract. All the provisions of this Section, and all other pertinent provisions considered peculiar to the project but not inconsistent with these provisions, shall be incorporated into a contract and executed by the developer and the authorized representative(s) of the Authority prior to advertisement for bid. In preparation of the written contract, in no case shall the developer receive either credit for availability fees or reimbursement in excess of the developer's actual cost to construct.
12. Prepaid facilities charge. Prepaid facilities charges shall not be permitted unless extreme circumstances apply and the following two conditions are strictly observed:
  - (a) The dedication of capacity expires within five years from estimated project beginning date as stated in the developer's agreement with the Authority, with no refund of prepaid charges which are outstanding at the end of the dedication period; and
  - (b) A current letter of credit is maintained which covers the anticipated service charges over the term of the agreement which provides for the prepaid charges; the letter of credit is drawn upon to make periodic service charge payments when due, according to a schedule in the developer's agreement with the Authority; in the event the letter of credit is not renewed at any time, a draft is presented to the issuer for payment of the full face value of the letter of credit, less draws thereon, and the prepaid charges outstanding are forfeited to the Authority at the expiration of the letter of credit.
13. Use of dedicated facilities unfettered. The Authority shall have the right at any and all times to make, connect or permit new connections, extensions, or improvements or to otherwise use the dedicated public utilities in the best interests of the Authority.
14. Economic feasibility. The General Manager shall determine the economic feasibility of a proposed extension or expansion, and provide the Board with his recommendation on same. The Board shall make the final determination. In making such a decision, the following factors shall be considered:
  - (a) Sufficient revenues to amortize all project costs on the accrual basis.
  - (b) Sufficient revenues to pay all operation, maintenance and administration costs.
  - (c) The time frame for the recovery of all expenses on the accrual basis shall not exceed twenty (20) years.

(d) The availability of funds in the form of contributions in aid of construction, facilities charges, donations or grants.

F. Acquisition of privately-owned systems. The Authority shall consider the acquisition of privately-owned water or wastewater systems when the following questions are answered in the affirmative:

1. Will a negotiated sales price (excluding non-Utility funds) provide economic value to the Authority in terms of physical property and other rights or in an evaluation of the projected revenue stream?
2. Does the Authority have capacity to serve the customers of the private system?
3. Will the acquisition improve the customer's public health, public safety, quality or quantity of service, or the reliability of service?
4. In the opinion of the Board, do a majority of the Authority's customers not object to the acquisition?
5. Does the Authority have the ability to finance the acquisition through either internally generated funds or debt?

If the answer to any of the questions above is negative, then the Authority may either seek to define mitigating factors or may choose not to acquire the system.

G. Application to Extend and Connect with Water and Sewer Facilities Outside Primary Service Area

**KING GEORGE COUNTY SERVICE AUTHORITY**

TO THE KING GEORGE COUNTY SERVICE AUTHORITY

The undersigned, being the \_\_\_\_\_ of the property (owner, lessee, tenant, ect.) herein described does hereby request a permit to connect with and extend the waterworks or sewage works of the King George County Service Authority.

A. A plat of the property showing accurately all sewers and drains now existing is attached hereto as Exhibit "A".

B. Plans and specifications covering all work proposed to be performed under this permit is attached hereto as Exhibit "B".

C. In consideration of the granting of this permit, the undersigned agrees:

1. To accept and abide by the provisions of The King George County Service Authority Regulations and all other pertinent ordinances or regulations, as amended;

2. To install all facilities in strict accordance with the approved plans; for said purpose, the Service Authority shall have unrestricted access for the inspection of construction;

3. To post a Virginia Surety bond or letter of credit, if at any time required by the county in a sum equal to 110% of the construction cost of the project to guarantee the satisfactory installation of the facilities and satisfactory compliance with the provisions of this application;

4. To extend the water and sewer line and appurtenances at his expense;

5. (a) To size the water line(s) to serve the developer's land and any other land beyond the developer's land that the Service Authority considers necessary;

(b) To size the sewer line to serve the entire watershed. The required design flow shall be based on the highest density of development in the future probable use of the land, to be determined by the county;

6. The contractor(s) installing such facilities shall be approved by the Service Authority;

7. To keep accurate records of the cost of the water or sewage works and submit these to the manager upon completion and acceptance of the works by the county, supported by payment invoices of the actual water or sewer line cost;

8. To plug or seal any part of the sewage works extended to him to prevent the entrance of debris and the use of such facilities during construction for general drainage or other purposes;

9. To maintain such waterworks or sewage works extended by him in a clean and normal operating condition until such time as the facilities are accepted by the county;

10. To make all new and existing manholes, valve boxes and other appurtenances accessible and properly adjust them to the final street elevations upon completion of roadway surfacing operations;

11. To assume liability for any and all claims arising out of or in connection with damages to the property to be served by the facilities of the Service Authority incurred by reason of the installation, operation and use of the facilities, until such time as the facilities are accepted by the Service Authority;

12. To furnish the Service Authority three (3) sets of detailed plans, prepared by a certified professional engineer, showing all facilities as actually built and easements as recorded prior to acceptance of such facilities by the Service Authority;

13. To convey, by appropriate instrument at the time of completion, the completed waterworks or sewage works, land, all permanent easements and fee simple title to the Service Authority;

14. To make no water or sewer connection without first obtaining a written permit therefor from the general manager or his designee;

15. To pay for any and all charges for the use of the waterworks or sewage works of the Service Authority when and as due until such time as he arranges for the transfer of the water or sewer accounts entered in his name to the name of the person or persons who acquired title to the above described property; and, in order to effectuate the transfer of such accounts, he will arrange for the processing of such transfers at the time of sale, rental or lease of each parcel of the above-described property;

D. The Service Authority hereby agrees as follows:

1. To rebate to the developer for the cost of off-site improvements and oversizing any water or sewer line greater than that required to serve his development.

2. That such rebate payments will be made to the developer twice a year from money collected from connection fees accruing as a result of subsequent connections to such extensions, subject to the agreement for development between the King George County Service Authority and the developer.

E. The expiration date of this permit shall be five (5) years from the date of acceptance of the water or sewer line. If the amount of money collected from connection fees within the service extension area during the five (5) year period is not sufficient to reimburse the developer for the full cost, the developer waives this right to any future collection. Any amount collected after the expiration date of the agreement shall go to the Service Authority.

\_\_\_\_\_  
(Date)

By: \_\_\_\_\_ (Applicant)  
(Title)

Address:  
\_\_\_\_\_

Approved by K.G.C.S.A.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(General Manager)

## **SECTION 28. CROSS CONNECTION AND BACKFLOW PREVENTION CONTROL**

A. Purpose. This Section is adopted for the following purposes:

1. To protect the potable water system of the Authority from the possibility of contamination or pollution by isolating within its customers' internal distribution systems such contaminants or pollutants which could backflow into the public water supply system;
2. To eliminate or control the existing cross-connections, actual or potential, at each water outlet from the customer's service line; and
3. To provide for the maintenance of a continuing program of cross-connection control which systematically and effectively prevents contamination or pollution of the Authority's water system.

B. Cross-connection prohibited.

1. The Authority water system shall be designed, installed, and maintained in such a manner as to prevent contamination from nonpotable liquids, solids or gases from being introduced into the potable water supply through cross-connections or any other piping connections to the system.
2. Cross-connections between the Authority water system and other systems or equipment containing water or other substances of unknown or questionable safety are prohibited except when and where approved by the General Manager or his designee, with suitable protective devices installed, tested, and maintained to insure proper operation on a continuing basis.

C. Backflow and backsiphonage prohibited. The Authority water system shall be protected against backflow and backsiphonage by installing and maintaining at all fixtures, equipment and outlets, where backflow or backsiphonage may occur, a suitable backflow preventer as approved by the General Manager or his designee.

D. Responsibility of the General Manager.

1. The General Manager or his designee shall inspect the plumbing within every building in the area served by the Authority water system as frequently as in his judgment may be necessary to insure that such plumbing has been installed and maintained in such a manner as to prevent the possibility of pollution of the potable water supply of the Authority through the plumbing.
2. The General Manager or his designee shall inspect all water lines, appliances, and equipment owned and operated by the Authority and used to collect, store, transport, purify and treat water for drinking or domestic use and shall inspect all water lines used to distribute water to each building's plumbing system up to the point where it enters the building as frequently as in his judgment may be

necessary to insure that the system has been installed in such a manner as to prevent the possibility of pollution of the potable water supply of the Authority through the water distribution system.

3. The General Manager or his designee, bearing suitable identification, shall have the right of entry into any building, during reasonable hours, for the purpose of making inspection of the plumbing system installed in such building or premises for cross-connection or backflow problems caused by improper installation, repair or maintenance, faulty equipment or any other cause. Upon request, the owner or occupants of property served or to be served by the Authority water system shall furnish to the General Manager or his designee pertinent information regarding the piping system on such property. In the event the owner or occupant of any building, including a building under construction, refuses to permit such inspection or furnish such information, the General Manager may order water service to such property terminated.
- E. Compliance with applicable rules and regulations. Each cross-connection or backflow prevention device or system shall be designed, installed and maintained in such a manner as to be in compliance with the Cross-Connection Control Manual, U.S. Environmental Protection Agency, Office of Water Programs, Water Supply Division, 1973, as amended; the plumbing sections of the Virginia Uniform Statewide Building code; and Part II, Article 3 of the Virginia Waterworks Regulations entitled, "Cross-Connection and Backflow Prevention Control in Waterworks," as amended, copies of which are on file in the office of the Authority.
- F. Responsibility of owner for Testing. The General Manager or his designee may require the owner of any premises where backflow protective devices are installed, to have competent inspections made as frequently as in the judgment of the General Manager or his designee may be necessary to insure that the backflow protective devices have been installed and are being maintained in such a manner to prevent the possibility of pollution of the Authority water system through the plumbing. If such inspections are required, they shall be made by backflow prevention device testers certified by the General Manager or his designee. The devices shall be tested, repaired, overhauled, or replaced as required at the expense of the customer. Records of such tests, repairs, and overhauls shall be kept by the certified tester, a copy of which shall be sent to the General Manager.

## SECTION 29. GENERAL REGULATIONS

### A. Conservation.

1. Flow rates for fixtures. In all new construction and in the repair and replacement of fixtures, only fixtures which do not exceed the following flow rates shall be permitted when Authority facilities are used. These rates are based on the equivalent of a pressure at the fixture of fifty psi.

<u>Fixture</u>	<u>Gallons per flush</u>
Water closets, tank type	3.5
Water closets, flushometer type	3.0
Urinals, tank type	3.0
Urinals, flushometer type	3.0
Shower heads	3.0 (gallons per minute)
Lavatory, sink faucets	4.0 (gallons per minute)

2. Public lavatories. In addition to the regulations in Section 29(a)(1) above, only the following shall be permitted in public lavatories which use Authority facilities:
  - (a) Faucets of lavatories located in restrooms intended for public use shall be of the metering or self-closing type, which limit the quantity of hot water delivered to a maximum of 0.25 gallons per cycle and are not to exceed a total flow rate of four gallons per minute for hot and cold water.
  - (b) No urinal or water closet that operates on a continuous flow or continuous flush basis shall be permitted.
3. Car washes. All automated installations shall be equipped with an approved water recycling system. All existing car wash installations shall be equipped with such recycling devices no later than one year from the effective date of these Regulations.

- B. Regulation of Water During Emergency: Whenever the public water supply diminishes to the extent that in the judgment of the General Manager the public health, safety and welfare are in danger, he may declare the existence of a water emergency. Whenever such emergency is declared, the public shall be notified by the publication of an emergency proclamation once a day for two (2) successive days in a newspaper of general circulation throughout the area served, or by the distribution of printed circulars in the area served. Such proclamation shall contain all the rules and regulations governing the use of water throughout the length of such period, and anyone violating any of the provisions thereof shall be guilty of a misdemeanor.

- C. Water for air conditioning. It shall be unlawful for anyone to install in any one (1) building an air conditioner, any refrigerating device or any device of any kind which uses Authority provided water for cooling purposes or to replace any such existing air conditioner,

refrigerating device or such other device or equipment unless such air conditioner, refrigerating device or other such device or equipment is used in conjunction with a recirculating mechanism which is designed to reuse not less than ninety (90) percent of the water used for cooling, except that in any one (1) building one (1) air conditioner, or refrigerating mechanism or one (1) other such device using Authority provided water and having a capacity of three (3) tons or less may be installed without such recirculating mechanism.

D. Prohibitions.

1. The resale of water or wastewater services is prohibited, except by a contract with the Authority.
2. It shall be unlawful for any person to remove, alter or open any sewer manhole, pipe, fire hydrant, meter box, valve, or any facilities connected with Authority facilities without written permission from the General Manager.
3. It shall be unlawful for any person to deposit or cause to be deposited any building materials, rubbish or other matter, or cover up with dirt or other material any Authority water or wastewater facility without written permission from the General Manager.
4. It shall be unlawful for any person to deface, injure or otherwise damage any water or wastewater facility or appurtenance of the Authority.
5. No sewer or water lines, facilities or services shall be constructed, installed, or otherwise extended beyond the service area of the Authority without the express approval of the governing body.
6. It shall be unlawful and constitute a misdemeanor for anyone to make any connection to or extension of a public water main or public sewer or other facilities of the Authority unless authorized in writing by the General Manager or his designee.
7. It shall be unlawful for any person to trespass in any manner upon any land or building owned, leased or controlled by the Authority and used either directly or indirectly in association with the Authority water or wastewater system and related facilities.

E. Penalties. Any person who is found to be in violation of these Regulations shall be guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding twenty five hundred dollars (\$2,500) or sentenced to thirty (30) days in jail, either or both in the discretion of the jury or the court trying the case without a jury, for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

F. Severability. Should any section or provision of these Regulations be decided by the courts to be unconstitutional or invalid, such decisions shall not affect the validity of these

Regulations as a whole, or any part thereof other than the part so held to be unconstitutional or invalid.

## **SECTION 30. GENERAL RATE POLICY AND RATE SCHEDULE**

Costs relating to unique uses of the system, such as separate fire connections and grinder pumps, are proposed to be assessed separately to those customer classes who benefit.

### **A. ACCOUNT SERVICE FEE**

King George County Service Authority (KGCSA) will charge a \$15.00 nonrefundable account service fee for each account established, revised or transferred. The purpose of this charge is to defray the cost incurred in clerical and bookkeeping activities, the turning on of services and-or meter reading required for each new account or transfer of account.

KGCSA will collect a \$100.00 refundable security deposit for all new customer accounts at the time the account is established. The deposit will be refunded to the customer after receipt of twelve months of timely payments or within thirty (30) days of the termination of an account. The refund shall be an account credit for active accounts and a refund check, less any outstanding balance for terminated accounts, by U.S. mail, first class to the last address of record.

### **B. TRANSACTION CHARGE FOR LATE PAYMENT**

A transaction charge for late payment of 10% of the current bill balance due shall be added to a bill in the event the bill is not paid within thirty (30) days. The purpose of this charge is to defray the cost associated with the rebilling of accounts not paid on a prompt basis.

### **C. RESTORATION OF SERVICE CHARGE**

A restoration of service charge of \$40.00 shall be paid where service has been terminated for nonpayment prior to service being restored, except as defined in Section 16 (A)(2). The purpose of this charge is to defray the expenses of terminating and restoring service, including clerical and bookkeeping activities.

### **D. INTEREST CHARGE FOR LATE PAYMENTS WITH A LIEN**

An interest charge for late payment of 8 percent, or as allowed by law, simple interest on the principal (delinquent amount) due, shall be added to any account when a lien has been placed upon real estate. Such lien on any real estate may be discharged by the payment to the KGCSA of the total lien amount, penalty, and the interest which has accrued to the date of the payment.

### **E. METER TEST DEPOSIT**

A test of a water meter shall be done at the request of a water customer upon payment of a meter test deposit as defined in Section 10. If the meter is found to be 3 percent or more fast then the deposit shall be refunded. If inoperable or 25 percent or more slow, the deposit shall be credited against a revised billing. The deposit shall be determined by meter size, as follows:

<u>Meter size</u>	<u>Deposit</u>
5-8" - 3-4"	\$18
1" and over	\$75

**F. FIRE HYDRANT CHARGE**

For customer-requested hydrants installed under the provisions of Section 20, there shall be an installation cost of actual cost plus an allowance of 25 percent for overhead. The applicant shall deposit with the KGCSA an estimated fee prepared by the KGCSA, subsequently adjusted at the completion of the installation with costs exceeding the estimate billed or, in case the estimate exceeds the cost, refunded to the applicant.

The purpose of this charge is to assess to the user the cost of installing fire hydrants for the benefit of the applicant.

**G. TEMPORARY WATER SERVICE CHARGE**

Under the provisions of Section 21, an applicant for temporary service shall pay, upon application, for the estimated costs of installing, replacing and removing the facilities which are required to furnish such services plus an allowance of 25 percent for overhead. The applicant shall receive a refund if the estimate exceeds the actual cost. The applicant shall also pay service charges and all charges caused by a late payment or nonpayment. The applicant may also be required to post a deposit as determined by the General Manager.

**H. FIRE CONNECTION DETECTOR CHECK METER CHARGE**

Fire connection detector check meters shall be read and billed at least annually or on a more frequent basis, as determined by the Authority. Rates governing normal water usage shall be assessed.

Fire connection detector check meters monitor non-fire flow usage from a fire connection and there should be little or no water activity.

**I. WATER AND WASTE WATER CONNECTION FEES**

1. Customers desiring water and / or waste water services shall submit an application for service to the KGCSA for review and determination of service and capacity availability. Upon certification, the KGCSA will contact the applicant and advise of the approval. The applicant has 7 business days to pay a minimum of 25% at the time of application. The balance will be required in 90 days (for residential service) or 180 days (for commercial service), or upon the issuance of an occupancy permit, whichever comes sooner.

2. The costs to connect into the KGCSA water and/or waste water system is dependent upon water meter size. The following chart cites those costs to be paid by the customer to access the system:

Meter Size	Water Availability	Water Connection	Water Debt	Wastewater Availability	Wastewater Connection	Wastewater Debt
5/8 inches	\$2,905	\$956	\$3,266	\$4,816	\$956	\$3,428
3/4 inches	\$2,905	\$956	\$3,266	\$4,816	\$956	\$3,428
1 inches	\$3,345	\$956	\$3,836	\$5,282	\$956	\$4,326
1-1/4 inches	\$3,835	\$956	\$4,326	\$5,756	\$956	\$4,816
1-1/2 inches	\$3,835	\$956	\$4,326	\$5,756	\$956	\$4,816
2 inches	\$4,326	\$1,436	\$4,816	\$6,694	\$1,436	\$5,282
3 inches	\$5,060	\$1,436	\$5,282	\$7,184	\$1,436	\$5,756
4 inches	\$5,183	\$1,436	\$5,756	\$7,674	\$1,436	\$6,246
5 inches	\$6,245	\$1,919	\$6,694	\$8,651	\$1,919	\$7,184
6 inches	\$6,694	\$3,836	\$7,674	\$9,592	\$3,836	\$8,164
8 inches	\$7,674	\$3,836	\$8,651	\$10,571	\$3,836	\$9,141

Those residential water only customers with a 5/8 inch meter will be assessed a total connection fee of \$7,127 which includes assessments for “water availability”, “water connection”, and “water debt” fees. Those residential water and waste water customers with a 5/8 inch water meter will be assessed a total connection fee of \$16,327. In both cases a 25% deposit is required with the balance due within 90 days (for residential connections) or 180 days (for commercial connections), or upon the issuance of an occupancy permit, whichever comes first.

In addition to the above charges, there shall be a charge for each additional ERC (Equivalent Residential Connection) as follows:

- Water - \$1,507.00 per each additional ERC
- Sewer - \$2,261.00 per each additional ERC
- Debt - \$2,637.00 per each additional ERC

3. Equivalent residential connections are based on Virginia Department of Health guidelines that estimate 300 gallons per day of usage for each such connection. Other than single residential connections, charges for other levels of service will be calculated on the following gallons per day (gpd) equivalents to account for elevated requirements above that normally associated with residential usage.

<u>Service Type</u>	<u>Unit</u>	<u>Unit per day (gals.)</u>
High School with showers (based on permitted capacity)	per person	16 gpd
Elementary Schools without showers (based on permitted capacity)	per person	10 gpd

Boarding Schools (based on permitted capacity)	per person	75 gpd	
Motels, Hotels, Tourist Cabin, Lodging House (based on permitted capacity)	per room	130 gpd	
Trailer Courts	per trailer	300	gpd
Restaurants (based on permitted capacity)	per seat	35	gpd
Service Station	per gross sf	0.18	gpd
Factories (per 8-hour shift)	per person	25	gpd
Shopping Centers (per 1000 sq. ft. of floor space)		200	gpd
Hospitals	per bed	300	gpd
Nursing Homes	per bed	200	gpd
Home for the Aged	per bed	100	gpd
Medical Office	per gross sf	0.175	gpd
Laundromats (9 to 12 lb. washing machines)	per machine	500	gpd
Community Colleges	per student & faculty	15	gpd
Swimming Pools (based on permitted capacity)	per swimmer	10	gpd
Theaters (drive-in)	per car	5	gpd
Theaters (auditorium)	per seat	1.5	gpd
Camps, Resort Day & Night with limited plumbing	per camp site	50	gpd
Picnic Areas	per person	5	gpd
Luxury Camps with flush toilets	per camp site	100	gpd
*Car Wash	per bay	750	gpd
*Office Space (based on permitted capacity)	per gross sf	0.10	gpd
*Churches	per sanctuary seat	4	gpd
*Grocery Stores (per 1000 sq. ft. of floor space)		200	gpd
*Convenience Store (per 1000 sq. ft. of floor space)		150	gpd
*Funeral Homes (per 1000 sq. ft. of floor space)		100	gpd

\* Indicates that VDH Figures were not used to develop estimated consumption

**J. WATER AND WASTE WATER SERVICE AND DEBT FEES**

1. Customers of the KGCSA water and / or waste water systems will be billed bi-monthly for services received

(a) Water consumption fees shall be assessed at a rate of three dollars and fifty-one cents (\$3.51) per one thousand (1,000) gallons of use.

(b) Waste Water consumption fees shall be assessed at a rate of six dollars and eighty-six cents (\$6.86) per one thousand (1,000) gallons of use.

2. Customers of KGCSA will be assessed bimonthly flat rate debt service fees as follows:

(a) The flat rate water debt service fee shall be assessed at a rate of fifteen dollars (\$15.00) per billing period.

(b) The flat rate sewer debt service fee shall be assessed at a rate of twenty dollars (\$20.00) per billing period.

(c) The debt service fees referenced in J.2 (a) and J.2 (b), above, will be assessed for only those services which the customer receives.

3. Minimum Bills: Customers of KGCSA will be billed, bimonthly; at least a minimum bill based on the following service meter sizes and the respective minimum allowable consumption at the prevailing rates for water and/or sewer consumption plus the applicable prevailing debt service fees:

<b>Meter size (inches)</b>	<b>Min. Allowable consumption (gals.)</b>
5/8	5,000
3/4	13,000
<b>Meter size (inches)</b>	<b>Min. Allowable consumption (gals.)</b>
1	21,000
1-1/4	33,000
1-1/2	47,000
2	77,000
3	157,000
4	297,000

(a) Those customers that exceed the minimum consumption referenced above will be billed at the prevailing rates for the actual metered consumption plus the applicable debt service fees.

(b) The minimum bi-monthly water, wastewater and/or debt charges for all service connections consisting of more than one (1) residential dwelling unit or a combination of commercial and residential uses from a single connection shall be assessed 80% of the minimum charge for 5,000 gallons multiplied by the number of units served, or; the charge for the allowable consumption for the meter size, whichever is greater.

(c) Where the above schedules of connection charges and usage fees are not applicable for the required service, the proposed service shall be investigated by the General Manager. The General Manager, upon completion of the investigation, shall recommend to the Board of Directors a fair and equitable availability charge to be assessed to the applicant. Such charges shall be based upon volume of use and subject to adjustment if underestimated in the original application.

4. For customers receiving sewer services only, service charges shall be as follows:

(a) For residential customers receiving sewer services only, a minimum bill will be assessed on a bi-monthly basis equal to the minimum charge for 5,000 gallons, as set forth in J.1.(b) above, for each unit provided sewer service.

(b) For commercial customers receiving sewer services only, the customer will be required to purchase and install a water meter which meets KGCSA specifications. The meter must be accessible to KGCSA personnel for reading purposes on a bi-monthly basis. The sewer charge for each commercial sewer-only connection will be assessed at the current sewer rate per one thousand (1,000) gallons of water consumed with a minimum charge for 5,000 gallons, or; the charge for the allowable consumption for the meter size serving the connection, whichever is greater.

#### **K. GRINDER PUMP INSTALLATION AND MAINTENANCE CHARGE.**

(a) Any applicant for a sewer connection requiring a residential grinder pump must purchase a grinder pump that meets KGCSA Standards and Specifications.

(b) Applicants requiring grinder pumps will be under the jurisdiction of the Uniform Statewide Building Code, the Sewage Handling and Disposal Regulations, the Sewage collection and Treatment Regulations, and all KGCSA regulations.

(c) The KGCSA shall not maintain residential or nonresidential grinder pumps or other commercial pump stations unless such utility maintenance is deemed by the KGCSA to be in the interest of the public health or is necessary to protect the integrity of the system. Service charges will be based on actual cost. The KGCSA may contract with an outside agency or firm to provide utility maintenance.

#### **L. PUMP AND HAUL RATES**

KGCSA does not provide pump and haul services for the general public. These services may be provided on a case by case basis as approved by the Board of Directors. The rates for these services will be determined at the time of approval.

#### **M. BULK WATER SALES**

The following are the rates for sale of bulk water:

- a. \$20.45 for vehicles up to 3,000 gallon capacity;
- b. \$36.59 for vehicles over 3,000 gallon capacity;
- c. \$6.10 per 1000 gallons or any part thereof.

#### **N. UNUSUAL WASTEWATER FEE**

The rate for acceptance of "unusual" wastewater shall be \$20.65 per 1000 gallons

#### **O. SEPTIC DISPOSAL RATE**

Any septic disposal shall be done in strict accordance with Section 31 of these Regulations. The rate for septic disposal shall be \$44.08 per 1,000 gallons or portion thereof disposed plus a fixed \$10.00 administrative fee.

**P. NO FREE SERVICE.** There shall be no utility service provided to any customer without the assessment of service charges.

**Q. PLAN REVIEW FEE.** A charge for technical review of utility plans reviewed by the KGCSA will be based on the actual cost of such review. The KGCSA may contract with an outside agency or firm to conduct such review.

**R. EFFECTIVE DATE OF CHANGES IN SERVICE FEES:** Any proposed rate changes shall be advertised for public hearing in accordance with State Code and shall become effective as of the first billing cycle, immediately following the Board of Directors approval and may include services already provided.

Section 30 latest revisions approved August 18, 2009

## SECTION 31 SEPTIC WASTE DISPOSAL

The King George County Service Authority (KGCSA) is authorized to accept and to dispose of septic tank wastes ("wastes"). The KGCSA reserves the right to refuse or limit acceptance of wastes without advance warning if it is in the best interest of the KGCSA, as determined in its sole discretion.

### **A. ACCEPTABLE SEPTIC WASTES**

Wastes shall meet the following criteria or will be otherwise rejected. All tests, methods, procedures, interpretation and results shall be at the sole discretion of the KGCSA.

- (1) **Check-in and log:** The septic hauler shall check in with the WWTP Operator upon arrival. The customer shall complete the daily log and provide any information requested in the log or by the WWTP Operator. In the event that the waste is not accepted, the WWTP Operator shall record the justification of refusal in the daily log.
- (2) **Septic pH:** Wastes shall have a pH reading between 5.5 and 9.0, as measured by a KGCSA employee prior to disposal.
- (3) **Visible Inspection:** A sample of at least one gallon shall be collected and presented by the pump truck hauler for a visual inspection by a KGCSA employee for verification that wastes do not have excessive grease, storm water, landfill leachate, industrial wastes or any other properties which may be detrimental to the wastewater treatment process.
- (4) **Volume Verification:** Wastes volume shall be verified, by either reading the septic tanker trucks level indicator gauge, estimating based on the manifest tickets, assuming a full load, or other acceptable means. The WWTP Operator will verify the load volume and initiate the disposal process.
- (5) **Origin of Waste:** KGCSA will accept only those wastes generated and pumped within King George County. The septic hauler shall present load manifests that clearly indicates the location of each septic tank pumped that is part or all of the current load. The manifest shall also include an estimated volume of septic waste pumped from the respective locations. The manifests shall be the official King George County Service Authority Septic Waste Disposal Manifest, as contained within this Section. Each manifest shall bear the signature of the septic tank owner verifying that the septic tank was pumped on the date of the manifest.
- (6) **Disposal:** Upon approval from the WWTP Operator, the septic hauler shall proceed to the septic disposal station. The septic hauler shall connect the existing disposal station hose to the truck. The WWTP Operator will operate the disposal station once the hose is properly connected. Upon completion of disposal, the hauler will disconnect the disposal hose and clean and spray down the disposal area. Water and spray nozzle will be provided by the Service Authority.

## **B. APPROVED DISPOSAL SITES**

The only KGCSA approved septic waste disposal site is the Dahlgren WWTP. The WWTP is located at 16383 Dahlgren Road, King George, Virginia 22485.

## **C. MAXIMUM DAILY VOLUME TREATED**

The Dahlgren WWTP has a maximum daily septic waste disposal limit of 15,000 gallons per day. This limit may be adjusted up or down, at the discretion of the General Manager, depending on the operational efficiency of the plant. In the event that a truck is partially dumped when the maximum daily limit is reached, the rest of the load will be accepted, unless it is determined not to be in the best interest of the KGCSA, and the disposal operation will cease for the remainder of the day.

## **D. HOURS OF OPERATION**

Septic waste disposal shall be limited to Monday thru Friday between the hours of 9:00 am and 5:00 pm. The WWTP will not accept waste during inclement weather. Therefore, it is recommended to contact the WWTP, prior to delivering any load.

## **E. ACCOUNT FEES**

Septic tank waste disposal haulers shall make application and pay a one time application fee of \$25.00. This fee shall establish an account for billing purposes. The fee is due at the time of submission of application. Applications can be obtained from the King George County Finance Department located in the Revercomb Administration Building. The address for the Billing Department is 10459 Courthouse Drive, Suite 201, King George, VA 22485

## **F. DISPOSAL FEES**

The cost for septic disposal shall be \$44.08 per 1,000 gallons disposed. Billing volume will be based on the methodology described in Paragraph A (4) of this Section. The billing will be based on the regular bimonthly billing cycle for the utility bills. Any partial load less than 1,000 gallons will be billed as 1,000 gallons. Each bimonthly bill will include a fixed administrative fee of \$10.00. The administrative fee is based on the costs for totaling the manifests and generating the bill.

## **G. TRANSACTION CHARGE FOR LATE PAYMENT**

A transaction charge for late payment of 10% of the current bill balance due shall be added to a bill in the event the bill is not paid within thirty (30) days.

#### **H. RESTORATION OF SERVICE CHARGE**

A restoration of service charge of \$40.00 shall be paid where service has been terminated for nonpayment prior to service being restored.

#### **I. INTEREST CHARGE FOR LATE PAYMENTS WITH A LIEN**

Interest at the statutory rate shall be added to any delinquent account. A lien may be placed upon real estate for any delinquent account. Such lien on any real estate may be discharged by the payment to the Authority of the total lien amount.



KING GEORGE COUNTY SERVICE AUTHORITY

SEPTIC WASTE DISPOSAL MANIFEST

1. Name of Licensed Hauler: \_\_\_\_\_
2. Name of Septic Tank Owner: \_\_\_\_\_
3. Address of Septic Tank Owner: \_\_\_\_\_  
(Street Address) \_\_\_\_\_  
\_\_\_\_\_
4. Estimated Volume Generated: \_\_\_\_\_
5. Date Collected: \_\_\_\_\_

The property owner listed above hereby acknowledges, by original signature, that the septic hauler listed above pumped the noted volume from the existing septic tank on the specified date.

\_\_\_\_\_  
Septic Tank Owner Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Tank Owner

