

# **Town of Fincastle Virginia Water and Sewer Operations**

## **General Business Rules and Regulations**

### **A. General Business Policies**

The Town of Fincastle rates, fees, and penalties referred to in this document are reflected in the Approved Rates and Fees Schedule as amended. The Western Virginia Water Authority (“Authority”) manages the Town’s water and wastewater utilities.

#### **1. Service Turn On/Turn Off Requests**

Customers must sign up for existing water and/or sewer services or terminate services by contacting the Authority’s Customer Service Department via phone at (540) 853 5700 or in person at 601 S Jefferson Street, Suite 100 during regular business hours, Monday through Friday between 8:00 am and 5:00 pm. Customers who fail to sign up for service may be subject to an Administrative Compliance fee to cover that cost of services provided.

Requests to sign up for existing service(s) must be received in advance and no later than 2:00 pm on the day prior to the service start date in order for service(s) to be available on the service start date. When applicable, all outstanding delinquent debt in the customer’s or renter’s / renters’ name(s) must be paid in full prior to starting service. A deposit, as described in Section 7 below, must be paid prior to starting service. An Initial Application fee will be applied to the account.

Requests to terminate service(s) must be received in advance and no later than 2:00 pm on the day prior to the service end date for the final reading to occur on the service end date.

#### **2. Rental Properties**

Accounts must be established and maintained in the name of the landlord or property owner for multiple unit rental properties served by only one meter.

If the rental property units are individually metered, then the service may be established in the name of the tenant(s).

Where two (2) or more tenants left a debt at a particular rental property within the last five (5) years, the property will be considered as having an established history of default and will be included in the Landlord Program as established by the Western Virginia Water Authority.

#### **3. Payment Methods**

All mailings by the Authority/Town, including utility bills, are deemed to be delivered when submitted for mailing to the United States Postal Service. Under normal circumstances, customers’ payments are due the same week every month. Therefore, failure to receive a bill does not relieve an account holder from responsibility for timely payment of the bill.

Payments must be received by the due date on the bill to avoid collection processing and possible disconnection. Payments are processed on business days between 8:00 am and 5:00 pm.

### **3.1 Payment Options**

Payments may be made by cash, check, money order, cashier's check or certified funds check. Payments may also be made by automatic bank draft and online by electronic check, credit or debit card. Where applicable, payments may be made by wire transfer.

#### **3.1.1. Automatic bank draft**

Customers signed up for automatic bank drafting will have payments equal to the amount of their bill drafted from their checking or savings account every month on the due date of their bill.

#### **3.1.2. By Mail**

Customers should mail payments using the return envelope provided in their bill. The tear-off payment coupon provides the payment address and account information and must accompany the payment to ensure accurate and timely processing of the payment and to avoid late payment charges.

#### **3.1.3. On-line**

eCheck payments may be made online by transferring funds from a personal checking or savings account.

Credit card payments may be made on-line with your personal or business Visa, MasterCard, American Express, or Discover card. Customers are advised that the 3<sup>rd</sup> party vendor processing the credit and debit card payments charges a processing fee.

#### **3.1.4. Drop Boxes**

Payments by check and money order may be dropped in Authority drop boxes located on 601 S. Jefferson Street, 215 Church Ave, and 5204 Bernard Drive, Roanoke, Virginia. To avoid late penalties, payments must be placed in the drop box no later than 5:00 pm on the due date of the bill.

#### **3.1.5. By Phone**

Credit card payments may be made by phone. Customers are advised that the 3<sup>rd</sup> party vendor processing the credit and debit card payments charges a processing fee.

#### **3.1.6. In Person**

Customers may pay by cash, check or money order at the Water Authority's Utility Billing Office at 601 S. Jefferson Street, Roanoke, Virginia, during regular business hours, Monday through Friday between 8:00 am to 5:00 pm.

### **4. Payment Extensions**

Two (2) payment extensions within a twelve (12) month period may be allowed at the discretion of the Town Manager, Town Council or the Authority's Executive Director or designee. The terms of a payment agreement may vary based on the dollar amount of the account and any unusual circumstances.

Any deviation from the terms of a payment agreement may result in immediate disconnection of service and a security deposit will be required for services to be restored. If disconnected, a *Service Trip for Non-Payment* fee will be charged to the account for each service trip resulting from the disconnection. Account balances must be paid in full for services to be restored. Full payment must be received before 2:00 pm for service to be restored the same day. Payments received after the 2:00 pm deadline will be subject to an *Additional Overtime Charge* should the customer request services to be restored on the same day.

## **5. Returned Checks and Automatic Bank Draft Rejects**

In accordance with § 2.2-614.1 of the Code of Virginia (1950) as amended, a *Bad Check Charge* will be applied to each returned check, rejected e-check or other online payment, or bank draft reject. After two (2) returned items for a customer, the account will be restricted to payment by cash, certified check, money order or credit card. Payment restrictions will be considered for removal after one (1) full year of good payment history. The Authority may require a security deposit as set forth in Section 7 below.

## **6. Non-Payment of Accounts, Fees and Disconnections**

### **6.1. Late Payment Penalties**

A *Late Payment* penalty will be applied to the account on current charges not paid by the due date. Accounts may be made temporarily exempt from penalties and penalties may be waived at the sole discretion of the Authority's Executive Director or designee.

### **6.2. Disconnections**

An account is subject to disconnection for non-payment when any portion of the balance on the account is past due by forty-five (45) days. A returned check, rejected e-check payment or rejection of other online payments against a delinquent account will result in immediate disconnection of service.

A *Service Trip for Non-Payment* fee will be charged to the account for each service trip resulting from non-payment of an account. Account balances must be paid in full, including the *Service Trip for Non-Payment* fee(s), for services to be restored. Full payment must be received before 2:00 pm for service to be restored the same day. Payments received after the 2:00 pm deadline will be subject to an *Additional Overtime Charge* if the customer requests services be restored on the same day.

All delinquent charges, all fees and a security deposit must be paid in full before the service(s) will be restored.

### **6.3. Liens and Legal Actions**

Past due balances on disconnected, inactive, and/or delinquent accounts will be subject to collection through a 3<sup>rd</sup> party debt collection agency, the Commonwealth of Virginia's Debt Set-Off Collection Program, Credit Bureau reporting, and any other legal action available to the Town or Authority.

The customer is responsible for the cost of debt collection and any legal fees resulting from efforts to collect the debt. A *Debt Collection* fee will be added to all accounts submitted to a 3<sup>rd</sup> party debt collection agency.

### 6.3.1. Credit Bureau reporting

Any collection status account over \$10.00 originating from an unpaid water/sewer billing may be reported to the credit bureau provided a final bill or collection notice has been mailed to the account holder.

### 6.3.2. Set-Off Debt Collection

Any collection status account over \$10.00 originating from an unpaid water/sewer billing may be submitted to the Commonwealth of Virginia's Debt Set-Off Collection Program for offset against the account holder's state income tax refund or lottery winnings, provided a final bill or collection notice has been mailed to the account holder. Any debt submitted to this program will incur a *Debt Set-Off* fee as authorized by § 58.1-520.1 of the Code of Virginia (1950), as amended.

### 6.3.3 Liens

#### 6.3.3.1. Liens Against Property Owners

As set forth in §15.2-2199 and §15.2-5139 of the Code of Virginia (1950) and herein, liens may be placed against real estate for nonpayment of fees and charges by the customer.

#### 6.3.3.2. Liens against Rental Properties in the Landlord Program

Per §15.2-5139 of the Virginia Water and Water Authorities Act and § 15.2-2119 of the Code of Virginia, a lien for delinquent charges applicable to three or fewer delinquent billing periods will be placed on a rented property after: (a) the owner of such real estate has been advised at the time of initiating service to a tenant of such real estate that a lien will be placed on the real estate if the tenant fails to pay any fees or other charges when due for services rendered to the tenant; (b) a security deposit of no less than 3 months and no more than 5 months consumption has been collected and applied to the outstanding balance on the account at the time of termination or after two (2) years of good credit; (c) a duplicate copy of the final bill was mailed to the owner of the real estate at the same time the final bill was rendered to the tenant; (d) the owner of the real estate has been given 60 days to pay off the debt; and (e) reasonable collection efforts had been employed.

## 7. Security deposits

### 7.1. Deposit requirements for establishing service

7.1.1. A \$100.00 security deposit is required for all customers signing up for service unless the customer has had two (2) years of good credit with the Authority or the new customer signs up for payment by automatic bank drafting. Those accounts deemed to have a bad credit history with the Authority, as determined by the Authority in its sole discretion, will require a security deposit of the greater of twice the amount of the debt or \$100.00.

### 7.1.2. Rental properties in the Landlord Program

A \$150.00 security deposit is required for all customers signing up for service at properties in the Landlord Program. Those accounts deemed to have a bad credit history with the Authority, as determined by the Authority in its sole discretion, will require a security deposit of the greater of twice the amount of the debt or \$150.00.

**7.2. Deposit requirements on accounts disconnected for nonpayment**

A security deposit of \$100.00 on residential accounts and of twice the amount of the debt on commercial accounts is required each time that service is terminated due to non-payment.

**7.3. Deposit requirements on returned payments**

Security deposits may be required for those accounts that 1) have filed bankruptcy in which case the deposit is twice the amount of the debt; and/or 2) have a returned check, bank draft or electronic payment reject in which case the deposit is twice the amount of the returned check, reject bank draft or rejected electronic payment.

**7.4. Deposit Limits**

The total of all deposits on a residential account shall not exceed \$600.00. The maximum deposit on commercial accounts will be calculated on an individual account basis and shall not exceed the average of four (4) months consumption. Security deposits may be waived at the sole discretion of the Authority's Executive Director or designee.

**7.5. Deposit Refunds**

Security deposits may be credited to accounts, without interest, after two consecutive years of good payment history.

**8. Meter Tampering**

No person shall deface or injure any house, well, valve wheel, fire plug or other fixture connected with or pertaining to the Town's water and sewer system. No person shall: a) tamper with or place any material on the meter, meter box or valve of a water main or service pipe; b) obstruct access to any fixture connected with the water or sewer system; c) remove or damage any pipe, fire hydrant, meter, meter box or valve; or d) open any fire hydrant, meter, or valve. The owner of the premises shall be responsible for any water obtained illegally from the owner's service connections.

Meter tampering is a violation of §18.2-163 of the Code of Virginia (1950) as amended, and anyone found guilty shall be guilty of a Class 1 misdemeanor.

Illegal connections are a violation of §18.2-162.1 of the Code of Virginia (1950) as amended, and anyone found guilty shall be guilty of a Class 2 misdemeanor.

Any other tampering, illegal connections or other malfeasance shall be governed by and punished in accordance with the Code of Virginia §§18.2-162 and 18.2-163 and other applicable law.

**9. Limited Access for Water Operations Personnel**

Water operation personnel shall not enter onto private property to investigate high water bills or leaks without prior approval from Authority management.

**10. Liability for Disconnection/Reconnection of Water and Sewer Service**

The Authority and its employees, agents and assigns shall not be responsible for any damages, loss to property, interruption of business or any other liabilities whatsoever that occur upon and result from the Authority's disconnection and/or reconnection of water or sewer service for any reason.

## **11. Adjustments and Credits**

### **11.1. Leak Adjustments**

Customers may qualify for a leak adjustment, per the guidelines set below, only if their consumption was affected by the leak. For residential customers, leak adjustments will only be applied to water consumption above average use as sewer flow is not affected by leaks due to Winter Average sewer billing. The Town/Authority has discretion to determine the period for which an adjustment will be granted and will not allow more than one adjustment in 24 months.

When the Authority notifies the customer of a possible leak, the customer must confirm that the leak was repaired by contacting the Authority's Customer Service Department at (540) 853-5700 within 30 days of the Authority's notification to qualify for a leak adjustment. If the customer chooses not to fix the leak within the 30-day period, the customer will not be eligible for an adjustment.

#### **11.1.1. Leaks occurring in the underground line between the main meter and the residence or building:**

a) Residential customers will require proof that the leak was repaired in order to qualify for an adjustment. The water portion of the bill will be adjusted for 50% of the water loss over the average consumption for the customer.

b) Commercial customers will require proof that the leak was repaired in order to qualify for an adjustment. The water portion of the bill will be adjusted for 50% of the water loss over the average consumption for the customer and the sewer portions will be adjusted 100% of the sewer flow over the average flow for the customer.

#### **11.1.2. Leaks occurring inside the residence or building:**

a) Residential customers will have the water portion of the billing adjusted for 40% of the water loss over the average consumption for the customer provided proof of the repair is presented to the Authority. For unexplained high consumption or when proof of the repair is not presented to the Authority, the water portion of the bill will be adjusted for 25% of the water loss over the average consumption for the customer.

b) Commercial customers do not automatically qualify for an inside leak adjustment but will be reviewed on a case-by-case basis.

#### **11.1.3. Leaks occurring in lines to secondary uses, such as a pool, sprinkler system, and/or outside spigots, will be reviewed on a case-by-case basis to determine whether a leak adjustment is justifiable.**

### **11.2. Lawn Watering Credit**

The Authority may request, in writing, that customers water their lawn, or a section of their lawn, after work was performed by the Town or its designee which resulted in the lawn being reseeded. An automatic lawn watering credit of 3,000 gallons of water and, if the customer is on Authority sewer, 3,000 gallons of sewer credit will be granted to all customers receiving such a written request from the Authority.

A one-time credit per incident will be applied the next time the customer receives a bill based on an actual meter reading.

### **11.3. Billing and Payment Adjustments**

- 11.3.1. **Payment Adjustments:** Refunds of payments due to inaccurate records or payments made in error or by mistake, are limited to the three-year period preceding the discovery of the error or mistake or the life of the account, whichever is the shortest period. The credit will be applied to the utility account.
- 11.3.2. **Billing Adjustments:** Where customers have been receiving free water and/or sewer service due to inaccurate records, billing for these services are limited to the three-year period preceding the discovery of the unbilled services.

## **12. Sewer Only Services**

Sewer only services are billed at a flat rate set by the Town Council unless the customer chooses to install an Authority approved meter on the water well on the property to provide meter readings for sewer billing. Utility accounts for sewer only services must be established and maintained in the name of property owner.

## **13. Commercial Sewer Deduct Meters**

All commercial sewer deduct meters shall be installed according to the applicable building code. Where sewer deduct meters cannot be placed in the ground, the meter must be at a location that is accessible to the Authority for maintenance and visual meter reading and must be placed so that the meter can be read via the Authority's Advanced Metering Infrastructure (AMI).

## **14. Temporary Water Service**

Application for a fire hydrant meter shall be made in the Authority's Utility Billing Office at 601 S. Jefferson Street, Roanoke, Virginia. A *Temporary Water or Sewer Account Administration* fee is required to establish an account and service.

A \$750 deposit is required for each meter issued to a customer to cover the cost of the meter. The deposit will be credited to the account or refunded to the customer if the meter is returned in good working condition.

Fire hydrant meters operated between April 1<sup>st</sup> and October 30<sup>th</sup> will be chained and locked to the fire hydrant. Should the meter have to be moved during this time, the customer must request the move by contacting the Authority's Customer Service Department at (540) 853-5700. The hydrant meter will be removed by the Authority during the month of November each year to be tested and to obtain a reading for final billing.

Requests for temporary water service between November 1<sup>st</sup> and March 31<sup>st</sup> will be considered on a case-by-case basis. If approved, a fire hydrant meter will be issued for use by the customer upon making a \$750 deposit. The customer shall assume all responsibility for care of the meter during freezing weather conditions. If temporary water service is desired by the customer after March 31<sup>st</sup>, they shall contact Customer Service to make arrangements to connect and chain the hydrant meter to a specific hydrant of the customer's choosing.

A monthly utility bill consisting of a *Fire Service* base rate and a consumption charge based at the *Temporary Water (per 1000 gallons)* rate will be rendered. The customer shall provide a monthly meter reading to the Authority billing office by the 28<sup>th</sup> of every month. Regardless of the total monthly usage a minimum consumption charge for 10,000 gallons will be applied to all accounts.

Accounts with a delinquent status are subject to all collections processes as well as disqualification from the program. Applicants with unpaid delinquent accounts will not be allowed to obtain future hydrant meters until all charges are paid in full.

The illegal use of water from a fire hydrant, or any other part of the Town's infrastructure, is classified as a Class 1 misdemeanor and is subject to prosecution under Virginia Code §§18.2-162 and 18.2-163.

#### **15. Temporary Sewer Service**

Individuals who desire to temporarily discharge sewer directly into the sanitary sewer system for activities such as a groundwater remediation project must apply for a Pretreatment Permit through the Authority's Pretreatment Office. The application must be completed and turned into the Pretreatment Office allowing sufficient time for permit issuance prior to discharge. The sanitary sewer charges will be calculated based upon temporary flow monitoring if possible.

In instances where temporary sewer service is required for domestic use or to accommodate a festival, or other such activity, the customer must complete a Special Event Application for Temporary Wastewater Discharge Permit form which is available on the web at [www.westernvawater.org](http://www.westernvawater.org) or can be obtained from the Authority's Pretreatment Office ((540) 853-1517). The application must be completed and submitted to the Pretreatment Office at 1502 Brownlee Avenue SE, Roanoke. Allow fourteen (14) days for processing of the application. The applicant must designate a responsible person for the event and provide 24-hour contact information for the duration of the event. The minimum permit fee is \$50.00 per day of discharge. For larger events, flow monitoring will be used as practical to establish an appropriate sewer charge.

#### **16. Appeals and Right to Hearing**

Utility bills may be appealed, and any questions, objections or explanations may be presented to utility billing staff or representatives by telephone or in writing during regular business hours. Any person who believes that the full amount of the utility bill or charges is not owed will be provided the opportunity to be heard in person before a designated management representative. If a hearing is desired, a request should be delivered, in writing, prior to the due date of the utility billing. Such written notice should state the reason(s) the charges are not owed as rendered. Hearing requests should be made promptly to avoid disconnection of service prior to the hearing.

#### **17. Identity Theft Protection**

The Authority/Town will require personal information from existing customers and new customers, as set forth in the Authority's Identity Theft Policy and required by the Federal Trade Commission (FTC), when initiating accounts or when communicating with customers in order to identify potential identity theft. Appropriate action, including reporting violations to law enforcement, will be taken in the event of such a violation.

#### **18. Seasonal termination of service**

Customers who live outside their service jurisdiction for more than 30 consecutive days during the year may request to have their service terminated during that time. However, the *Request for Additional Service* fee will be charged to the account at service termination and when service is restored. Customers who are billed a monthly minimum water charge, per the Town rate structure, will be required to provide a forwarding address for the period that their service is terminated as they will continue to receive bills for the minimum water charge.



(End of General Business Rules and Regulations)

## Development Rules and Regulations

### *DEFINITIONS*

**Applicant:** The individual, group of individuals, partnership, firm, association, institution, corporation, political subdivision or agency making application for the establishment of a new water and/or sewer service, or expansion of an existing water and/or sewer system.

**Approved Plans:** Plans which have been approved for construction by the local jurisdiction and applicable state or federal agency and the Authority.

**Authority:** The Western Virginia Water Authority

**Authorized Utility Contractors:** Those contractors secured by the Authority from time to time under term or prequalification contracts, to perform general utility construction.

**Availability Application:** Initial application completed by an Applicant, providing location of desired service, contact information, capacity requirements (if known), and requesting the Authority to determine if, and under what circumstances, service might be available. Form is available through the Authority's web site.

**Availability Fees:** Capital recovery fees charged to all new customers for each new connection to the Town's water or sewer systems. Availability Fees address additional capacity required by new services as well as buy-in to the Town's capital assets which have been paid for by previous customers. Capital assets include any facility needed to provide water or sewer service such as land, reservoirs, treatment facilities, wells, pumping stations, storage tanks, transmission lines, trunk lines, etc. Fee amounts are listed in the approved Rate and Fee Schedule, as amended.

**Availability Letter:** A letter prepared by the Authority's Engineering Services Department for all Applicants requesting a new water and/or sewer service. This letter addresses available capacity, Availability Fee, Connection Fee, Extension Cost (if any), and other conditions required to provide service(s).

**Certificate of Final Acceptance:** Documentation prepared by the Authority stating that the work is satisfactorily completed, and that there are no outstanding claims or deficiencies. Completion of the project may also involve submittal of as-built plans, affidavits, tax statements, maintenance guaranty(ies), or other documents that are required by the Authority.

**Certificate of Substantial Completion:** Documentation prepared by the Authority stating that the work is satisfactorily completed to be placed into service. Substantial Completion is required before any water or sewer Service Connection may be made to a new Main Line.

**Capital Improvements Program (CIP)** – A budget plan for provision of infrastructure and other capital needs for the community. This plan is compiled periodically and adopted by the Town Council.

**Connection Fee:** The total cost to furnish and construct a new service from an existing Main Line to the property line, or to the point of connection with the private service. Fee amounts are listed in the Town's approved Rate and Fee Schedule, as amended.

**Construction Costs:** The actual cost of construction for extending water and/or sewer improvements (including services), from their existing location to a point adjacent to the proposed development parcel, including furnishing and installing all components of the extension project.

**Design and Construction Standards:** The latest edition of the Authority’s standard specifications and standard details for the construction of water and/or sewer lines and appurtenances, and available through the Authority’s web site.

**Design Fee:** A non-refundable fee charged by Town and/or Authority for the design administration of extension improvements. Fee amount is listed in the approved Rate and Fee Schedule, as amended.

**Developer:** An individual, group of individuals, partnership, firm, association, institution, corporation, political subdivision or agency which is improving property or is causing property to be improved by the provision of new public water and or sewer utilities.

**Development Agreement:** An Agreement between the Authority/Town and Developer(s) stipulating the conditions and responsibilities for design, construction, bonding, acceptance and use required for the Authority to participate in the cost of an Extension or other system improvements.

**Development Extension Cost:** The total cost of extending water and/or sewer improvements (mains, services and other appurtenances), from their existing location to a point adjacent to the proposed development property, including planning, design, surveying, drafting, inspection, administration, acquisition of easements, legal services, environmental studies, permits, construction and all other costs necessarily incurred between project initiation and Final Acceptance.

**Domestic Service:** Provision of potable water for the purposes of consumption and hygiene for an individual or family and the collection of wastewater generated from these uses.

**Duplex:** Two single family units, and therefore a Multi-Family Unit from the standpoint of extensions of water and sewer mains. Each unit of a duplex shall be served by a separate water and sewer connection and is responsible for corresponding Availability and Connection Fees.

**ERU:** Equivalent Residential Unit or Single-Family Residential Unit is defined as a 5/8-inch water meter equivalent.

**Extension:** Any new or proposed water or sewer Main Line being constructed where no Main Line existed before, which construction was not in the Town’s CIP.

**Extension Fee:** In order to promote more equitable cost sharing of Extensions among new customers, the Authority will generally use a fixed-rate Extension Fee for existing single family residential units with failed wells or septic systems. The Extension Fee includes all applicable Availability Fees, construction costs, Connection Fees and Meter Fees. Extension fees are computed by averaging historic construction costs and may be adjusted annually to better reflect current construction costs.

**Failed Wells and/or Failed Septic Systems:** Wells and septic systems will be considered to have “failed” when they require repairs of more than 50% of their replacement values, or when they are not capable of meeting current Virginia Department of Health (VDH) requirements.

**Fire Protection:** The provision of adequately sized water mains, water volumes, and fire hydrants at suitable intervals to be used by fire departments in fighting fires. The level of protection varies with land use and development type.

**Infill Development:** Development of existing platted lots.

**Licensed Utility Contractor:** An individual, firm, or corporation who is licensed by the Virginia Board for Contractors to perform public utility and/or unclassified construction projects which have a contract value not exceeding their license limitation.

**Licensed Plumber:** An individual, firm, or corporation who is licensed by the Virginia Board for Contractors to perform plumbing construction.

**Main Line or Distribution Main:** A public water or sewer pipe installed along a street, road, highway, or within a public water or sewer easement, primarily for the purpose of providing water or sewer service to adjoining properties.

**Meter Fee:** The total cost to furnish and install a new meter in an approved meter box and setter. Fee amounts are listed in the approved Rate and Fee Schedule.

**Multi-Family Units:** Two (2) or more Single-Family Residential Units in one structure.

**Non-Participating Lot Owners:** The owner of a lot or parcel that benefits from a Water or Sewer Extension, but who has not paid or contracted to pay the Extension Fee.

**Off-Site Extension:** The portion of an Extension that is installed prior to reaching the internal portion of a development property, and that is able to provide service to properties not included in the Development.

**Performance Guaranty:** The approved form of security furnished by the Developer and his sureties conditioned upon the faithful performance of the work in strict accordance with the Approved Plans, and the Authority's Design and Construction Standards.

**Private Service:** That portion of the water or sewer service which is located on private property, and not within a public water or sewer easement. Construction, ownership and maintenance of the Private Service are the sole responsibility of the customer.

**Public Water and Sewer System:** The water and sewer pipes, storage facilities, pumping stations, treatment facilities and appurtenances that are owned and/or operated by the Town and maintained by the Authority.

**Priority Rating:** A system developed by the Town and/or Authority to rank projects based on a number of different criteria including; project cost, project benefits and other items.

**Service Connection:** A tap into the water or sewer Main Line for the purpose of supplying service to a customer.

**Single Family Residential Unit (or ERU):** A group of rooms, including cooking accommodations, occupied as a single housekeeping unit.

**Subdivision:** All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, or building development.

**Town:** The Town of Fincastle or its designee.

**Transmission Main:** A water pipe constructed primarily for the movement of water from one area to another. Transmission Mains are usually, but not always, 12" or greater in diameter. Transmission Mains usually supply water to smaller Main Lines.

**Trunk Line or Interceptor Sewers:** A sewer pipe constructed primarily for the conveyance of sewerage from one area to another, usually following creeks, rivers, or drainage ways. Trunk Lines are usually, but not always, 15" or greater in diameter. Trunk Lines usually collect and convey sewer from the smaller Main Lines of the collection system.

## **1. New service connections for water and sewer**

### **1.1 General**

Before any new water and/or sewer service may be constructed, an Availability Letter must be received from the Authority.

Each lot being served by the Town requires a separate water and sewer service connection, including each unit of a duplex, unless approved in writing by the Town.

For non-residential or multi-residential development, the domestic water, fire and sewer services shall be furnished and installed by a Licensed Utility Contractor, to the Authority's Design and Construction Standards, at the developer's expense. All physical taps required for Service Connections to existing water or sewer mains shall be made only by the Town or Authority. All water meters shall be furnished and installed by the Town.

For residential properties, the Town allows a private water service or sewer lateral to cross one intervening private property to access a public main. The Applicant must provide a copy of a recorded private easement prior to any service construction. The easement must be a minimum of ten (10) feet in width. It is strongly recommended that the Applicant have a Licensed Surveyor prepare the exhibit drawing to accompany this easement. A Private Easement Template may be found at the Developers/Engineers section of the Authority's website; [www.westernvawater.org](http://www.westernvawater.org)

### **1.2. Availability Fees and Connection Fees**

Availability Fees and Connection Fees will be charged to all new customers for the initial connection to the Town's water and/or sewer systems. Fee amounts are listed in the approved Rate and Fee Schedule, as amended. This fee will be collected following issuance of an Availability Letter. Any property which can be shown to have been previously served, will not be required to pay an Availability Fee for a new service, up to the size of the previous service. If the previous service size cannot be confirmed, it will be assumed to have been a 5/8-inch water meter. Increases in service sizes require payment of the difference between the current Availability Fees for the original and required service sizes. No refund of Availability Fees will be issued for reductions in service sizes.

## **2. Extensions of water and sewer mains**

### **2.1. General**

All improvements and extensions to the Town's water and sewer systems must be constructed in accordance with the Authority's Design and Construction Standards. Design and construction of all water and sewer mains, appurtenances, easements, and services including any off-site improvements required to serve the proposed development or in-fill development, shall be the sole responsibility of the Developer.

Any deviation from this stated policy will require a written Development Agreement approved by both parties.

In addition to the policies listed herein, the extension of public water and sewer facilities will comply with local Comprehensive Plans, and other requirements of the appropriate jurisdiction.

### **2.2. Off-Site Extensions Proportional Payments**

2.2.1. The design and construction of all off-site improvements to the Town's water or sewer systems made necessary by the development in whole or in part shall be the sole responsibility of the

**Developer.** Where the construction or improvement of a subdivision of land makes necessary, at least in part, the installation of new or improved sewerage, water, or drainage facilities located outside the property limits of the subdivision, the subdivider or developer of the subdivision shall pay a proportionate share of the cost of the facilities, in accordance with this section and Virginia Code §15.2-2243.

- 2.2.2. No such payment shall be required until the Town Council has established (or has committed itself by ordinance to the establishment of) a general sanitary sewer, water or drainage improvement program for an area having related and common sanitary sewer, water and drainage conditions, or any of them, and within which the land to be subdivided is located. The Town may develop and administer all three (3) programs together or any one (1), or other number, separately or jointly.
- 2.2.3. The program shall include regulations that establish reasonable standards to determine the proportionate share of the total estimated cost of ultimate sanitary sewerage, water and drainage facilities required adequately to serve a related and common area, when and if fully developed in accord with the comprehensive plan, that shall be borne by each subdivider or developer within the area.
- 2.2.4. The share to be borne by each subdivider shall be limited to the proportion of such total estimated cost which the increased sanitary sewerage flow, water use or increased volume and velocity of stormwater runoff to be caused by the proposed subdivision bears to the total estimated volume and velocity of such sanitary sewerage, water or runoff from such area in its fully developed state. In calculating the volume and velocity of stormwater runoff, the Town shall take into account the effect of all on-site stormwater facilities or best management practices constructed or required to be constructed by the subdivider or developer and give appropriate credit therefor.
- 2.2.5. Each such payment received shall be expended only for the necessary engineering and related studies and the construction of those facilities for which the payment was required and, until so expended, shall be held in an interest-bearing account for the benefit of the subdivider. In lieu of such payment, the agent may accept a letter of credit satisfactory to the agent conditioned upon the payment at the commencement of construction. The payments received shall be kept in a separate account for each of the individual improvement programs until such time as they are expended for the improvement program. All payments shall be released and used, with any interest earned, as a tax credit on the real estate taxes on the property if construction of the facilities identified in the established water, sewer and drainage programs is not commenced within twelve (12) years from the date of the posting of the payment.
- 2.2.6. Nothing in this section shall imply or constitute an obligation on the part of the Town to upgrade or construct any sanitary sewerage, water or storm drainage facilities or prevent the subdivider from constructing on his own account and to satisfy his own schedule such off-site facilities necessary or desirable for the safe and proper provision of utility service to the subdivision in accordance with this subdivision ordinance and other ordinances of the Town.

### **3. Town acceptance of private utility systems**

#### **3.1. Requirements**

The following shall serve as minimum conditions under which the Town might eventually take responsibility for and accept private community utility lines into the public system:

- 3.1.1. The existing system must be in full compliance with the Authority's Design and Construction Standards, unless a written waiver is obtained from the Authority.
- 3.1.2. The system must be supplied by a central source from wells, pumps and tanks and/or a sewage disposal system.

- 3.1.3. A copy of all available system maps, plats, deeds, easements, operation and maintenance records, billing, collection and expense records, and all other applicable records shall be provided.
- 3.1.4. The utility lines being conveyed to the Town shall include main distribution lines, services from mains to meters, valves, hydrants, and other fixtures to form the system, but will not include service lines leading from the meter to the buildings.
- 3.1.5. All required property, easements and rights-of-way shall be conveyed to Town in clear title.
- 3.1.6. The system owner shall provide for the water and sewer systems in streets and easements to become part of the Town's utility system at a mutually agreeable cost or payment to the Town.
- 3.1.7. All lots connecting to the utility system shall bear their share of any Extension Fees.

**3.2 Public sanitary sewer pump stations**

The following shall apply to any new development utilizing public sewer pump station(s):

Construction shall conform to the Authority's Lift Station Design Standards, latest edition.

Availability Fee credits shall not be provided.

Availability Fee shall include a Sewer Pump Station Maintenance Fee per the approved Rate and Fee Schedule, as amended.

**4. Encroachments**

Encroachments by structures of any kind are not allowed in easements. The Town shall consider requests for relocation of water or sewer mains and easements proposed as a remedial action to resolve conflicts such as encroachment of buildings, houses, and other such permanent structures. The total cost of relocation of mains and dedication of new easements shall be at the expense of the property owner, including all costs for engineering design, surveying, recordation and vacation of easements, construction, restoration, maintenance warranty, etc. Plans and Construction must be approved by the Authority/Town.