

CONFIDENTIAL / CONTAINS TRADE SECRETS AS DEFINED IN VA. CODE § 59.1-336, ET SEQ.
/ PROTECTED FROM DISCLOSURE UNDER FOIA, VA. CODE § 2.2-3705.6(3)

UTILITY SERVICES FUNDING AGREEMENT

THIS UTILITY SERVICES FUNDING AGREEMENT (the “Agreement”) is made and entered into as of the date upon which the last of Utility and Owner executes this Agreement, as indicated on the signature pages of this Agreement (the “Effective Date”), by and between the **WESTERN VIRGINIA WATER AUTHORITY**, a public service authority formed and existing in accordance with the provisions of the Virginia Water and Waste Authorities Act, Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended (the “Utility”), and **HELIO CAPITAL LLC**, a Delaware limited liability company (the “Owner”). Owner and Utility are collectively referred to herein as the “Parties”.

WHEREAS, Owner is, or will be, the owner of a certain tract of land (the “Land”) shown on Exhibit A attached to this Agreement (the “Land Depiction”) and more particularly described on Exhibit B, attached to this Agreement; and

WHEREAS, Utility provides, or will provide, water and wastewater services for the Land; and

WHEREAS, Owner has requested that Utility provide and Utility, subject to the terms of this Agreement, will reserve for Owner water supply capacity of no more than Two Million (2,000,000) gallons per day (the “Day 1 Water Solution”) and a wastewater service capacity of no more than Five Hundred Seventy Thousand (570,000) gallons per day (the “Day 1 Wastewater Solution,” and collectively with the “Day 1 Water Solution,” the “Day 1 Solution”) to the Land for the development and operation of data centers on the Land (the “Project”); and

WHEREAS, the Day 1 Solution exceeds (i) the current water supply and wastewater service capacity available to the Land utilizing Utility’s existing infrastructure and (ii) the future water supply and wastewater service capacity available to the Land under Utility’s current long-range planning for water supply and wastewater service capacity; and

WHEREAS, Owner anticipates future water supply and wastewater service capacity needs at the Land, in addition to the Day 1 Solution; and

WHEREAS, Utility has provided Owner with support and analysis in assessing and developing concepts for water and wastewater infrastructure improvements to support Owner’s development goals at the Land; and

WHEREAS, Owner desires to provide funds for Utility to use: (i) to undertake infrastructure and water supply planning required to meet the Day 1 Solution, (ii) to plan and prepare for Owner’s anticipated future additional water supply and wastewater service capacity needs at the Land over and above the Day 1 Solution (the “Day N Water Solution”), and (iii) to plan and prepare for the water supply and wastewater service needs throughout Utility’s service area, including identifying and planning for access to new water supply sources and identifying and planning for the development of new water and wastewater infrastructure; and

WHEREAS, the Parties desire to enter into an agreement concerning certain prerequisites to the development of the water and wastewater infrastructure improvements necessary for the Day 1 Solution for the Project and desire to set forth that agreement in writing; and

WHEREAS, the Parties acknowledge that a detailed design, permitting, and construction effort will be needed to complete the water and wastewater infrastructure improvements necessary for the Day 1 Solution for the Project, and the terms and conditions of the Parties’ mutual effort to complete the water and wastewater infrastructure improvements required for the Day 1 Solution for the Project will be



addressed in a separate design and construction agreement to which Botetourt County may be a party if required by either Party (the “Utility Development Agreement” or “UDA”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Preliminary Engineering Costs and Reports. Owner shall pay Utility the sum of \$1,661,170, as total for such amount is set forth in Exhibit C (the “PEC Payment”) to fund: 1) a preliminary engineering report prepared by a vendor mutually acceptable to Owner and Utility, procured in accordance with Utility’s procurement procedures, (the “PER”) for the water supply and wastewater service infrastructure plan needed to meet the Day 1 Solution for the Project; 2) a water supply plan developed by a vendor mutually acceptable to Owner and Utility, procured in accordance with Utility’s procurement procedures, (the “WSP”) to develop screening level options for future studies of potential water supply sources that must be developed to meet both the anticipated future additional water supply needed for the Day N Water Solution, as well as the future water supply capacity needs for future system demand throughout Utility’s service area; 3) a facilities study, prepared by a vendor mutually acceptable to Owner and Utility, procured in accordance with Utility’s procurement procedures, of the Carvins Cove Reservoir and Water Treatment Plant (the “FSCC”) to determine needed improvements for Carvins Cove to support both the Day N Water Solution and the future water supply capacity needs for future system demand throughout Utility’s service area; and 4) engineering design of Route 11 Transmission Main – Phase 3. The foregoing will be subject to the following conditions:

a) Owner shall make the PEC Payment to Utility within thirty (30) days following the Effective Date. Utility will use the proceeds of the PEC Payment solely for the PER, WSP, and FSCC, unless otherwise agreed in writing by the Parties.

b) Utility understands time is important to Owner, and Utility will use its best efforts to complete the PER, the WSP, and the FSCC within the schedule proposed by Owner and approved by Utility, such approval not to be unreasonably withheld, conditioned, or delayed, such time period for completion of the PER not to exceed nine (9) months from the vendor’s commencement of the work, the WSP not to exceed eight (8) months from the vendor’s commencement of the work, and the FSCC not to exceed ten (10) months from the vendor’s commencement of the work; provided, however, any delay in any of the foregoing studies beyond Utility’s control shall not constitute a breach of this Agreement.

c) The PER will expand upon existing preliminary concepts for determining what is required to provide the Day 1 Solution for the Project. The PER will study alignments, pumping, storage, and other water supply system improvements needed to provide the Day 1 Solution for the Project, and scope will include, without limitation, preliminary construction schedule, water quality analysis, and permitting requirements.

d) The WSP will analyze all aspects of water supply planning in and around Utility’s service area in order to assess and evaluate viable alternative water supply sources and needed water supply infrastructure in order to meet the Day N Water Solution, which the Parties understand could require up to Eight Million (8,000,000) gallons per day, or six million (6,000,000) gallons per day above the Day 1 Water Solution, without impairing Utility’s ability to meet the current and future water supply capacity needs for future system demand throughout Utility’s service area. Analysis of potential water supplies will include ground water sources, surface water sources, interjurisdictional water supply projects, and alternate and reuse options. An objective of the WSP will be to study existing sources and expansion potential, as well as, to identify new water supply sources and infrastructure needed to meet both the anticipated future additional water supply



needed for the Day N Water Solution, as well as the future water supply capacity needs for future system demand throughout Utility's service area.

e) The FSCC will focus on the condition of the reservoir and water treatment plant infrastructure and what improvements are needed to increase the water supply available from Carvins Cove, the scope which shall include phasing for the Water Treatment Plant and any associated infrastructure. The FSCC will help determine the role Carvins Cove can play in meeting Utility's future water supply needs throughout Utility's service area. Owner agrees to make improvements to docks and piers located at Carvins Cove whenever Owner triggers the Day N Water Solution.

f) The Parties shall have the right to mutually agree upon updates and/or changes to the scope of the PER, WSP, and/or the FSCC without the necessity of formally amending this Agreement.

2. Water and Wastewater Terms of Service. Provided (i) Owner timely pays Utility the Water Availability Fee and the Sewer Availability Fee as stated below, (ii) the Parties agree to the terms of a Utility Development Agreement, to which Botetourt County may be a party if mutually agreed upon by the Parties, such agreement not to be unreasonably withheld, conditioned, or delayed by either Party, (iii) the Parties comply with their obligations under the Utility Development Agreement to develop the required water supply and wastewater service infrastructure improvements needed for the Day 1 Solution, and (iv) the required water supply and wastewater service infrastructure improvements required under the Utility Development Agreement are designed, constructed, commissioned, and dedicated to Utility, then Utility shall make available to Owner the following potable water supply and wastewater service capacities for the Project:

a) The total water capacity for the Project (the "Water Capacity Allocation") is no more than 2,000,000 gallons per day, and with a minimum pressure of 20 pounds per square inch.

b) The total sewer capacity for the Project (the "Sewer Capacity Allocation") is no more than 570,000 gallons per day.

c) Utility shall conduct its water and wastewater operations in its usual and customary manner. Utility's generally-applicable rules and regulations, including without limitation its General Business Rules and Regulations, Development Rules and Regulations, "Rules and Regulations – Wastewater Collection System – Industrial Pretreatment Program", and Drought Contingency Plan, as they may be amended from time-to-time and current copies of which are collectively attached hereto as Exhibit D, will apply to the Project. Utility shall provide written notice of any amendments to Utility's generally-applicable rules and regulations. Owner must comply with all such generally-applicable rules and regulations, including without limitation Utility's General Business Rules and Regulations and Drought Contingency Plan.

d) Utility will provide Owner at least three days' prior written notice of any planned outages of its water supply or wastewater system. The written notice will identify the anticipated length of the outage.

e) For unplanned outages, Utility will promptly commence, and thereafter diligently pursue, appropriate repair, restoration, replacement, and maintenance measures to restore service to the Project in Utility's usual and customary manner.



f) Nothing in this Agreement shall be construed as a warranty or guarantee that there will not be temporary service interruptions, mandatory drought restrictions, or Force Majeure Events beyond Utility's reasonable control that may impact the flow of water to the Project. Utility shall not be liable to Owner for any service interruption, drought, restriction, or other curtailment of water supply or wastewater service for the Project for events beyond Utility's reasonable control.

3. Water and Sewer Availability Fees. The fees that Owner shall pay in connection with the Water Capacity Allocation and the Sewer Capacity Allocation, are as follows:

a) Water Availability Fee. Owner shall pay to Utility the amount required under Utility's published schedule of standard rates and fees in effect at the time of payment for the meter size recommended for the Project in the PER plus the actual cost of the meter(s), including installation costs, all as more particularly set forth in the UDA. Owner shall pay the Water Availability Fee no later than sixty (60) business days after completion of the PER.

b) Sewer Availability Fee. Owner shall pay to Utility the amount required under Utility's published schedule of standard rates and fees in effect at the time of payment for the meter size recommended for the Project in the PER, all as more particularly set forth in the UDA. Owner shall pay the Sewer Availability Fee no later than sixty (60) business days after completion of the PER.

4. Utility Development Agreement. The Parties will use their best efforts to negotiate the terms of the Utility Development Agreement within the later of (i) ninety (90) days of the Effective Date and (ii) thirty (30) days after completion of the PER, in order to provide for the design and construction of the new utility infrastructure required for Utility to provide the Day 1 Solution for the Project. Unless otherwise agreed in the UDA or other written instrument, the UDA will require that the new utility infrastructure be designed and constructed as recommended in the PER to meet the Day 1 Solution. The UDA also will require that the new utility infrastructure be designed and constructed in accordance with Utility's Development Rules and Regulations, the Western Virginia Regional Design and Construction Standards, applicable Virginia Department of Health requirements, applicable requirements of other permitting agencies, any applicable design, construction, and development standards established by Botetourt County, and any other standards customarily applicable to the planning, design, and construction of water and wastewater infrastructure in the region. The UDA also will, among other mutually agreeable terms and conditions: (a) establish a delivery method for the design and construction of the new utility infrastructure, (b) require Owner to be responsible for all costs associated with the design, construction, permitting, and dedication of the new utility infrastructure required for Utility to provide the Day 1 Solution; provided any costs associated with the design and construction of the new utility infrastructure not required for Utility to provide Day 1 Solution but implemented by Utility shall be equitably prorated as more particularly addressed in the UDA, (c) provide for Botetourt County to be a party to the UDA if mutually agreed upon by the Parties, such agreement not to be unreasonably withheld, conditioned, or delayed by either Party, (d) require Owner to be responsible for all costs of performance and payment bonds or other security satisfactory to Utility and Botetourt County in an amount equal to not less than 100% of the estimated cost for the construction of all new utility infrastructure to be constructed, directly or through contractors, by Owner or Utility, (e) for the construction of all new utility infrastructure, require Owner to be responsible for all costs (including legal fees and expenses) associated with (i) permitting for the new utility infrastructure, (ii) the acquisition of any easements or rights of way required for Utility to provide the Day 1 Solution for the Project, and (iii) the design, procurement, construction and installation of the water pumping station(s) and water tank(s) required for Utility to provide the Day 1 Solution for the Project, (f) require that all new utility infrastructure be dedicated to Utility after construction, and (g) include other usual and customary terms and conditions for a Utility Development Agreement. The UDA shall require Owner to obtain and be responsible for the construction and installation of the water lines required for



Utility to provide the Day 1 Solution for the Project. Once the utility infrastructure is placed into service, Owner will pay all rates, fees, and charges established by Utility in accordance with Virginia law for water and sewer service.

5. Owner Notice of Need to Increase Beyond Day 1 Solution. Owner and Utility shall use commercially reasonable efforts to meet every six (6) months to discuss (i) any requested increase in water supply capacity for the Project above the Day 1 Water Solution, (ii) any requested increase in wastewater service capacity for the Project above the Day 1 Wastewater Solution, or (iii) how the on-site private infrastructure is intended to work, maximum flow rates, seasonal changes, and other pertinent discussions reasonable requested by Utility to ensure that the Project does not have an adverse impact on Utility's systems. The meetings are intended to provide the Parties sufficient time to design and construct additional water, wastewater, or recreational infrastructure that may be needed for any additional needed water or wastewater capacity for the Project. Owner will provide written notice to Utility and Botetourt County if it determines not to expand the Project beyond the Day 1 Solution. Owner will provide as much written notice as practicable under the circumstances to Utility and Botetourt County if it determines to expand the Project beyond the Day 1 Solution, including if available at the time of such written notice the anticipated water supply needed for the Day N Solution and the desired date for such additional water supply to be available at the Land, with the understanding that the development of the new utility infrastructure for the Day N Solution and the development of new water supply sources and utility infrastructure needed to replace the water supply capacity being made available to Owner for the Day N Solution and to connect those new water supply sources to Utility's system, for the benefit of Utility's remaining service area, will be lengthy and costly projects and, therefore, Owner will use commercially reasonable efforts to provide Utility and Botetourt County with as much notice as possible of its desired schedule for expanding the Project and implementing the Day N Solution. Utility has no obligation, and makes no warranty or guarantee, to provide increased capacity for the Project on Owner's desired schedule; provided, however, that Utility will use commercially reasonable efforts to provide such increased capacity on Owner's desired schedule provided such efforts by Utility do not materially impair or limit Utility's ability to provide water supply capacity to its customers throughout Utility's service area. If the Owner determines to go forward with the Day N Solution, the modified Project will be subject to additional water and sewer availability fees and an additional utility development agreement. If the Owner does not proceed with Day N Solution within thirty (30) years of the Effective Date of this Agreement, the expansion from Day 1 to Day N will automatically be considered abandoned by Owner, unless otherwise mutually agreed upon by the Parties, such agreement not to be unreasonably withheld, conditioned, or delayed.

6. Obligations of Owner.

a) Owner will timely pay monthly billings from Utility for water and wastewater usage in accordance with Utility's published schedule of rates, fees, and other charges and Utility's then-current General Business Rules and Regulations.

b) Owner will notify Utility within three (3) days of changes in operating conditions that alter expected water consumption or wastewater discharge by more than twenty (20) percent; provided, however, Owner may not exceed the Day 1 Water Capacity Allocation or Sewer Capacity Allocation.

c) If reasonably deemed necessary for the Project by Utility, Owner shall obtain a permit for the Project under Utility's Industrial Pretreatment Program and must, thereafter, comply with program requirements. If reasonably deemed necessary for the Project by Utility, Owner will submit its permit application for the Project at least one (1) year prior to the Project's commissioning.



d) If requested by Utility, Owner and Utility will enter into a new easement whereby Owner will grant to Utility a non-exclusive ingress and egress easement to Parcel No. 88-20W (the "Greenfield Tank Lot"), on terms reasonably acceptable to Utility and Owner, so Utility personnel have all necessary access to the Greenfield Tank Lot for operations, maintenance, repair, and replacement. Utility and Owner will cooperate on identifying a mutually acceptable location of the foregoing easement.

e) If reasonably deemed necessary for the Project by Utility, Owner and Utility will enter into a new easement whereby Owner will grant to Utility an easement on terms reasonably acceptable to Utility and Owner for access to and maintenance of Utility's existing 16-inch main located on, under, and across the Land. The easement will allow for access to the water main and the operation, maintenance, repair, and replacement of the water main. This easement shall be granted to Utility no later than sixty (60) days following Utility's request. Utility and Owner will cooperate on identifying a mutually acceptable location of the foregoing easement.

f) Pursuant to Utility's Development Rules and Regulations, Owner acknowledges all facilities fall under "Mandatory Connection" requirements and that any new structures will be connected to Utility water and sewer, unless otherwise being served by the Owner's private on-site utilities. Owner shall not use private well water for any use.

7. Obligations of Utility.

a) Utility acknowledges the importance to Owner of continuous water and wastewater service to the Project of a quantity and quality that will allow uninterrupted operations of the Project, including continuous evaporative cooling to protect sensitive equipment required for essential operations. Utility will, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain its utility system and related supporting infrastructure in good working condition and repair and will, at its expense, make all government-mandated updates and modifications to its utility system. Utility does not guarantee a sufficient or uniform pressure or an uninterrupted supply. Utility shall not be liable to Owner for failure or interruption of continuous service or pressure changes that occur in the system except to the extent such failure or interruption of continuous service or pressure changes that occur in the system are caused by Utility's willful misconduct. Utility shall not be liable to Owner for shutdowns for repairs or adjustments, breakdowns, accidents, or other causes beyond Utility's control except to the extent such shutdowns are caused by Utility's willful misconduct. Utility will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur. Nothing in this Agreement is intended to waive, nor shall it be construed as having the effect of waiving, any of Utility's common law or statutory immunities.

b) Utility will maintain ready access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances necessary for Utility to maintain its utility system. Utility shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week.

c) Utility will maintain maintenance and repair records for its utility system and, upon reasonable notice and request, such records shall be made available for review by Owner or its employees, agents or representatives during regular business hours.



d) Utility will post published documents referenced in this Agreement and updates on its website for Owner's reference.

e) Utility shall reasonably cooperate with Owner in respect to the relocation of that certain access easement and utility easement related to a certain water tank lot and water treatment plant building located on the Land.

8. Term and Termination. The Term of this Agreement shall commence on the Effective Date and shall terminate as provided in this Section.

a) This Agreement shall terminate if such termination is expressly provided in any subsequent agreement of the Parties.

b) Otherwise, either Party may terminate this Agreement immediately by providing written notice to the other Party under the following conditions:

- i. By either Party, if Owner elects not to pursue the Project, or if the Project, once commenced, is discontinued or abandoned as evidenced by written notice from Owner to Utility;
- ii. By either Party, if both Parties mutually agree that the Parties have reached an impasse in negotiations on a Utility Development Agreement;
- iii. By either Party, if the Parties agree in writing to the termination of this Agreement;
- iv. By Utility, if based on the content of the PER, WSP, FSCC, or other available information, the anticipated cost of either the Day 1 Solution or the Day N Solution is prohibitive and Owner notifies Utility that Owner will not pay for the cost of either the Day 1 Solution or the Day N Solution, as the case may be;
- v. By either Party, if the other Party ceases to carry on its business;
- vi. By either Party, if the other Party (i) is adjudged bankrupt, (ii) becomes insolvent, (iii) makes a general assignment for the benefit of its creditors; or (iv) has a receiver, assignee, or trustee, appointed on account of its insolvency; or
- vii. By either Party, upon a default beyond all applicable notice and cure periods, by the other Party as described in the following Section.

9. Default. If either Party is in default as to any material term or condition of this Agreement at the time or in the manner provided for, the non-defaulting Party may provide written notice detailing the default to the defaulting Party and the defaulting Party must remedy the default within thirty (30) days of its receipt of the written notice, provided, however, that if the default cannot be remedied within thirty (30) days using commercially reasonable efforts, the defaulting Party must promptly commence efforts to remedy the default and diligently pursue such remedy until the default has been remedied; provided, however, the cure period will not be extend more than ninety (90) days following the non-defaulting Party's receipt of the written notice of default. The written notice must set forth with specificity the nature of the alleged default the items to be cured. If the defaulting Party does not remedy the default as provided in the foregoing sentence, then the non-defaulting Party may terminate this Agreement and pursue such other remedies as it may have available to it at law or in equity.

10. No Requirement for Future Business Relationship. Except as required under Section 2 and Section 4 of this Agreement, nothing herein shall be construed as obligation the Parties to enter into any future contract, agreement, relationship, or venture.



11. Intentionally Omitted.

12. Immigration Reform and Control Act Of 1986. Owner represents and warrants it does not and will not during the performance of this Agreement employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986 or any other federal law regarding the employment of unauthorized aliens or undocumented workers.

13. Independent Contractors. The Parties are independent contractors and are not agents, partners, or joint venturers. Neither Party shall have the ability to bind the other to any contract with a third party and neither Party shall hold itself out to any third party as having the right to bind the other Party to any contract.

14. No Third-Party Beneficiaries. The Parties covenant and agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than Utility and Owner; (iii) no other individual or entity shall obtain any right to make any claim against Utility or Owner under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity.

15. Legal Compliance. The Parties will comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, that apply to this Agreement or the provision of water and wastewater for the Project.

16. Notices. All notices and communications required or permitted to be given pursuant to this Agreement shall be in writing and (i) hand delivered, (ii) mailed by United States Postal Service, certified or registered mail, return receipt requested and postage prepaid or (iii) sent by recognized overnight carrier that provides proof of delivery such as Federal Express, with delivery charges prepaid, addressed as follows:

Owner: Helio Capital LLC
1001 Haxall Point, 15th Floor
Richmond, VA 23219
Attn: Carl Bivens
Telephone: 804.697.1314
Email: carl.bivens@troutman.com

Utility: Western Virginia Water Authority
Attention: Executive Director
601 S. Jefferson Street
Roanoke, VA 24011
Telephone: 540-853-5700
Email: michael.mcevoy@westernvawater.org

With a Copy to: Spilman Thomas & Battle
Attention: Jeremy E. Carroll
310 First Street, Suite 1100
Roanoke, VA 24011
Telephone: 540-512-1800
jcarroll@spilmanlaw.com



Notices shall be effective upon receipt or refusal. The telephone numbers listed above are for purposes of providing the same to overnight delivery services and are not to be otherwise used for notice purposes. A Party may change the address or addresses to which notices to such Party must be sent by giving notice of such new address or addresses to the other Party in accordance with this Section.

17. Assignment. Neither Party shall assign any of its rights, duties, or obligations under this Agreement without prior written consent of the other Party. If Utility consents to an assignment, the assignment will not in any way release or relieve Owner from any of the covenants, obligations, or undertakings contained in this Agreement and Owner will remain liable for compliance with the terms of this Agreement for the entire term of the Agreement. Notwithstanding this prohibition, any Party may assign its rights and obligations hereunder to an affiliate or, in the case of Utility, a governmental entity succeeding to substantially the same powers and functions as the Utility with respect to this Agreement without the consent of the other Party.

18. Successors; Permitted Assigns. The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective executors, administrators, heirs, successors-in-title, successors, and permitted assigns.

19. Severability. If any term, provision, clause, sentence or paragraph of this Agreement or its exhibits or the application thereof to any person or circumstance, shall be unenforceable in any respect as written, such term, provision, clause, sentence or paragraph shall be modified or limited so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as to not affect any other term or provision thereof, and the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

20. Non-Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall any such waiver be a continuing waiver. A Party's failure to insist upon strict performance of any of the terms, covenants, conditions or agreements contained in this Agreement shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained in this Agreement by the same Party. Except as expressly provided in this Agreement, no waiver shall be binding on any Party to this Agreement unless executed in writing by the Party making such waiver.

21. Recitals. The Parties incorporate the Recitals contained in this Agreement as material terms of this Agreement that are binding on the Parties.

22. Headings. The Section headings contained in this Agreement are inserted only as a matter of convenience and for reference, and they do not define, limit, or modify the scope or intent of any provisions of this Agreement, nor do they in any way affect this Agreement.

23. Interpretation/Entire Agreement. This writing, and any and all exhibits attached hereto, constitutes the entire understanding and agreement of the Parties concerning the subject matter hereof, and no other terms, conditions, promises, undertakings, statements or representations, express or implied relating to the subject matter of this Agreement, but not contained in this Agreement, shall have any force or effect. This Agreement was drafted with input by Owner and Utility, and no presumption shall exist against any Party.

24. Governing Law; Forum Selection. This Agreement shall be construed, governed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any litigation between the parties



arising under this Contract shall be brought in a court of competent jurisdiction in the City of Roanoke, Virginia.

25. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this Agreement. In order to expedite the transaction contemplated herein, facsimile or electronic signatures, including, without limitation, by DocuSign, may be used in place of original signatures on this Agreement, as allowed by applicable Laws. The Parties hereto intend to be bound by the signatures on the facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

27. Amendment. This Agreement may be amended, altered or supplemented only by an instrument in writing signed by both Parties or their respective successors in interest. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Parties.

28. Exhibits. All of the exhibits attached to this Agreement are incorporated herein as a part of this Agreement.

29. Force Majeure. Neither Party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to an event outside the reasonable control and not the fault of the affected Party (a "Force Majeure Event"). Examples of a Force Majeure Event include, but are not limited to, natural disasters, acts of God, terrorism, war, civil disorder, fire, flood, explosion, riot, insurrection, labor disputes or strikes, any act or order of any governmental authority, failures of sources of supply for needed improvements, other impacts on the supply chain, lockouts or work stoppages of any kind, unavailability of labor, facilities or materials, moratoriums, theft, windstorm, earthquakes, lightening, landslides, hurricanes, tornadoes, storms, droughts, water, vandalism, failure of power or utilities, pandemics, epidemics, or other similar causes, beyond the reasonable control of the affected Party which actually delays or prevents the performance of this Agreement. It is understood that both Parties shall exercise due care and prudence to avoid a Force Majeure Event. A Force Majeure Event shall not constitute a default under this Agreement. If either Party is prevented, wholly or in part, from performing its obligations under this Agreement as a result of a Force Majeure Event, then that Party shall promptly give notice to the other Party of the Force Majeure Event and take reasonable steps to mitigate the impact of Force Majeure Event on contract performance. Upon such notice, all obligations of the affected Party under the Agreement which are reasonably related to the Force Majeure Event shall be suspended as long as the affected Party takes reasonable steps to mitigate the impact of Force Majeure Event on contract performance until the Force Majeure Event no longer exists.

30. Remedies Cumulative. In addition to the remedies set forth in this Agreement, each Party shall have all other remedies provided by law or equity to the same extent as if fully set forth in this Agreement word for word except as specifically limited by this Agreement. No remedy available to any Party shall exclude any other remedy available to such Party under this Agreement or provided by law or equity. All remedies shall be cumulative.



31. Confidential Information. To the extent permitted by applicable law, including without implied limitation the Virginia Freedom of Information Act, §§ 2.2-3700 through 2.2-3715 of the Code of Virginia (the “Act”), all confidential and proprietary information and documentation shared between Owner and Utility, whether verbally or in writing (the “Confidential Information”), shall to the maximum extent allowable at law, be treated as proprietary records and trade secrets under Virginia Code § 59.1-336, et seq., and shall be kept confidential and shall not be released to or shared with any other person or entity, whether verbally or in writing, without the prior approval of both Owner and Utility (other than as may be required by law or compelled by judicial order, and other than to their attorneys, lenders, engineers, CPA, brokers, and other advisors who shall also be automatically subject to this confidentiality requirement and shall be so advised prior to furnishing information to them). Should Utility receive any public records request implicating the Confidential Information, Utility will (1) promptly notify Owner in writing of the request and provide Owner with copies of all relevant documents related to the request; (2) cooperate with Owner, at Owner’s cost and expense, if Owner requests that Utility assert an exemption from disclosure under the Act, in asserting any applicable exemptions from disclosure under the Act, including, but not limited to, the proprietary records and trade secrets exemption provided by Va. Code § 2.2-3705.6(3); and (3) allow Owner to take any and all actions Owner deems necessary and appropriate to protect its Confidential Information, including, but not limited to, intervening in any legal proceedings related to the disclosure of the Confidential Information. Proprietary and confidential information contained in the PER, WSP, and FSCC shall, to the extent permitted by applicable law, including the Virginia Freedom of Information Act, be treated by the Parties as Confidential Information. Owner will indemnify, defend, and hold Utility harmless from any damages, losses, claims, penalties, or fines, including attorneys’ fees and costs, associated with Utility’s cooperation with Owner set forth in item (2) above in this section, including but not limited to Utility’s withholding the production of any records requested under the Act at Owner’s request.

32. Mutual Non-Disclosure Agreement. The Parties executed a Mutual Non-Disclosure Agreement on or about March 11, 2024, concerning the Project. The Parties agree that all proprietary and confidential information and trade secrets exchanged pursuant to the Mutual Non-Disclosure Agreement shall be considered Confidential Information under Section 31 of this Agreement. The Mutual Non-Disclosure Agreement is superseded by Section 31 of this Agreement for protection of Confidential Information from and after the Effective Date, except to the extent it constitutes a promise of confidentiality under Virginia Code § 2.2-3705.6(3).

33. Attorneys’ Fees. Should any claim, action, or proceeding (including, for the avoidance of doubt, any alternative dispute resolution procedure, if any; and including any appeals of a claim, action, or proceeding) be commenced between the Parties concerning any provision of this Agreement or the rights or duties of any person or entity in relation thereto, the American Rule shall apply and each Party shall bear its own fees and costs (including, without limitation, attorneys’ fees, accounting fees, expert witness fees, consulting fees, court costs, and all other costs) to the extent incurred in prosecuting or defending such claim, action, or proceeding against the other Party. There shall be no fee shifting under this Agreement.

34. WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES. EXCEPT DUE TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL OWNER OR UTILITY BE LIABLE TO THE OTHER PARTY FOR OWNER’S OR UTILITY’S INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR TO UTILITY’S PROVISION OF WATER OR WASTEWATER SERVICES TO OWNER, REGARDLESS OF WHETHER THE OTHER PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF THE OTHER PARTY ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



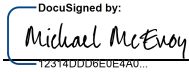
NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE FOREGOING WAIVER DOES NOT PRECLUDE OR LIMIT RECOVERY OF ANY DIRECT DAMAGES.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth under the signatures of the Parties below.

WESTERN VIRGINIA WATER AUTHORITY

By  Michael McEvoy

Its Executive Director

Date of execution: 10/14/2025



HELIO CAPITAL LLC

By ^{Signed by:} *Aaron McGarry* Aaron McGarry

Its Aaron McGarry

Date of execution: 10/14/2025



EXHIBITS LIST

- A Land Depiction
- B Land Legal Description
- C PEC Payment
- D General Business Rules and Regulations, Development Rules and Regulations, and Drought Contingency Plan

EXHIBIT A

Land Depiction

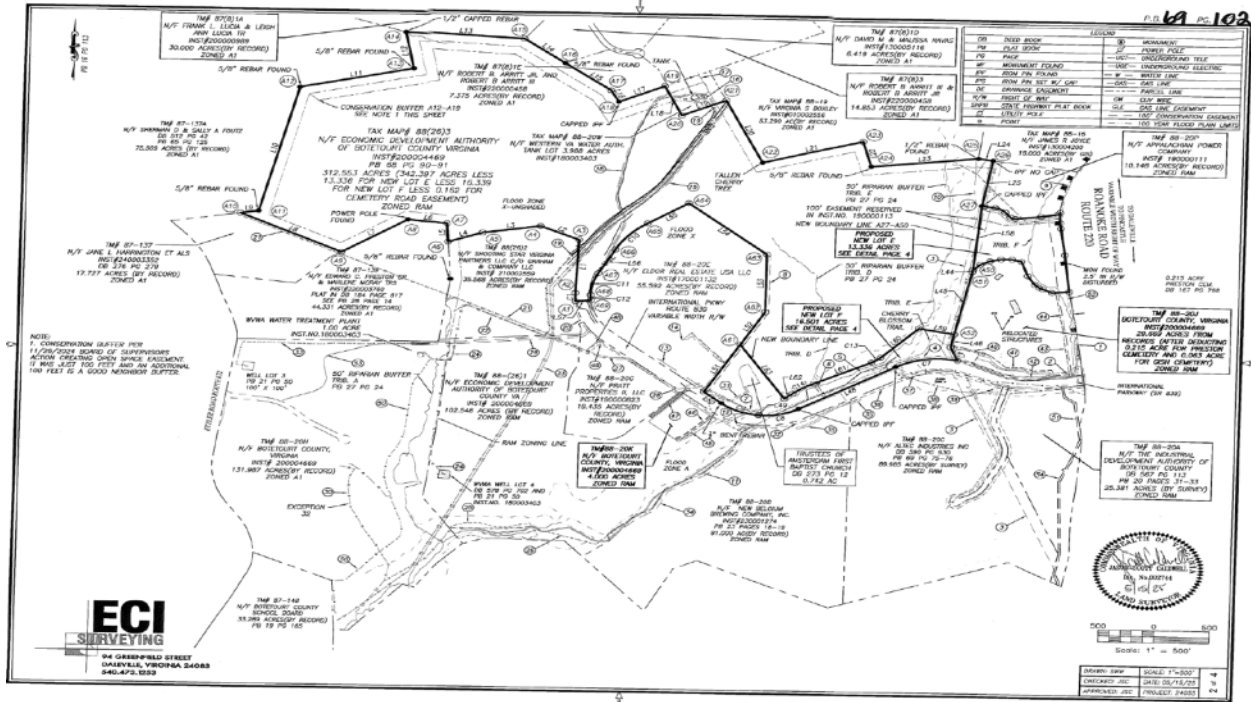


EXHIBIT B

Land Legal Description

Lot D, containing 312.553 acres, more or less, as set forth on that certain Plat entitled "Subdivision Plat for Economic Development Authority of Botetourt County Virginia Showing the Adjustment of Boundary Lines for Tax Parcel 88 (26)3 (342.397 Acres By Record) as Recorded in Inst # 200004669, PB 68 PG 90-91 Hereon Creating the Following New Parcel Areas: Tax Parcel 88(26)3 312.553 Acres (342.397 Acres Less 13.336 Acres for New Lot E Less 16.501 Acres for New Lot F) New Lot E 13.336 Acres (13.336 Acres from Tax Parcel 88(26)3) New Lot F 16.501 Acres (16.501 Acres from Tax Parcel 88(26)3) Situated Along International Parkway (Route 839) Amsterdam District Botetourt County, Virginia" dated May 15, 2025, prepared by ECI Surveying, recorded in the Clerk's Office for the Circuit Court of Botetourt County, Virginia on May 19, 2025 in Plat Book 69 at Pages 101-104.

EXHIBIT C

PEC Payment

WORK ITEM	FIRM	COST ESTIMATE
1385/1580 PRESSURE ZONE IMPROVEMENTS PRELIMINARY ENGINEERING REPORT	WHITMAN, REQUARDT, AND ASSOCIATES (WRA)	\$176,650
PROGRAM MANAGEMENT FOR 1385/1580 PRESSURE ZONE IMPROVEMENTS	WHITMAN, REQUARDT, AND ASSOCIATES (WRA)	\$187,520
DESIGN – ROUTE 11 TRANSMISSION MAIN PHASE 3	MATTERN AND CRAIG	\$197,000
CARVINS COVE WTP FACILITIES IMPROVEMENT PLAN	HAZEN AND SAWYER	\$749,500
PRELIMINARY WATER SUPPLY STUDY	HAZEN AND SAWYER	\$350,500

Revised Cost Estimate as of 9/8/25: \$1,661,170

EXHIBIT D

General Business Rules and Regulations and Drought Contingency Plan

Incorporated by reference to latest versions as regularly updated and publicly posted on Utility's website:

General Business Rules and Regulations:

URL:

<https://www.westernvawater.org/home/showpublisheddocument/3478/638169937283430000>

Development Rules and Regulations:

URL:

<https://www.westernvawater.org/home/showpublisheddocument/12715/637728501721000000>

Rules and Regulations – Wastewater Collection System – Industrial Pretreatment Program

URL: <https://www.westernvawater.org/home/showpublisheddocument/78/636517953836170000>

Drought Contingency Plan:

URL: <https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan>

URLs and versions may change from time to time. Always refer to website for latest versions.

Documents are also attached as Exhibit D – Pages 2 thru 30



WESTERN VIRGINIA WATER AUTHORITY

General Business Rules and Regulations

The Western Virginia Water Authority (Authority) rates, fees, and penalties referred to in this document are reflected in the Approved Rates and Fees Schedule as amended and appears in italics in this document. These rates are available on the Authority's website (www.westernvawater.org).

Definitions:

- Business Hours: Monday through Friday between 8:00 am and 5:00pm, excluding holidays.
- Delinquent Account: An account with any portion of the unpaid debt past due for 30 days or more.
- Landlord program: A program that allows the Authority, with proper notification to the owner of a rental property, to file a lien against the real estate should the tenant leave debt on their account.
- Past Due Account: An account with any portion of the unpaid debt past the due date of the bill.
- Temporary wastewater: The temporarily discharge of sewer directly into the sanitary sewer system for activities such as a groundwater remediation or temporary sewer service required for domestic use or to accommodate a festival, or other such activity.
- Temporary water: Temporary Water service means a provision for short-term use of Authority water via a fire hydrant meter for temporary needs such as filling of pools, minor construction, etc.
- Unacceptable credit history: Customers who habitually have their service disconnected for nonpayment or have more than one returned check, bank draft or electronic payment reject; any customer who leaves a balance on a closed account or files for bankruptcy.
- Sewer clean out: A pipe with a cap that provides access to the sewer line so that blockages can be removed.

1. **STARTING AND CLOSING AN ACCOUNT**

Customers must open an account to start service by signing up for existing water and/or sewer services. Customers who need to open an account or close an account should contact the Authority's Customer Service Department via phone at (540) 853-5700 during regular business hours or by completing the Contact Us form online at www.westernvawater.org/contactus. Customers who fail to sign up for service may be subject to an *Administrative Noncompliance* fee to cover the 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 for Service* 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. Failure to request termination of service will result in continued billing to the customer until such request is received, and the responsibility for the account will remain with the customer until service is terminated and the account is closed.

2. RENTAL PROPERTIES

Accounts must be established and maintained in the name of the landlord or property owner for multi-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.

3. PAYMENT METHODS

All mailings by the Authority, including utility bills, are deemed to be delivered when submitted for mailing to the United States Postal Service. Similarly, email notifications for customers enrolled in eBilling are considered delivered at the time the email is sent. It is the customers' responsibility to ensure the account has a valid email address. 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, including assessment of *Late Payment Fees* and possible service disconnection. Payments are processed during business hours.

3.1. Payment Options

Payments may be made by cash, check, debit or credit card, money order, cashier's check, via Paypal, or certified funds check. Payments may also be made by automatic bank drafting and online by electronic check, credit or debit card. With preapproval, payments may be made by wire transfer.

Customers are advised that the 3rd party vendor processing credit and debit card payments charges a processing fee with each card payment. There are no additional charges associated with other payment methods.

- a) **Automatic bank drafting**
Customers can sign up for automatic bank drafting from a bank account or credit card on the Authority's website under View and Pay Your Bill. For security purposes, Authority staff can only assist customers with signing up for bank drafting with prior written approval from the customer. Customers signed up for automatic bank drafting will have payments equal to the amount of their bill drafted from their preferred method of payment every month on the due date of their bill.
- b) **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.

- c) **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 personal or business Visa, MasterCard, American Express, or Discover cards.

Pay by Text

Customers who create a default payment profile on the Authority's website under View and Pay Your Bill have the option to set pay by text as their default payment method.

- d) **Drop boxes**
Payments by check and money order may be dropped in Authority drop boxes located in the City of Roanoke at 601 S. Jefferson Street and 215 Church Ave, in Roanoke County at 5204 Bernard Drive, and in the Town of Vinton at 311 Pollard Street. 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. Payments from these drop boxes will be processed the next business day.
- e) **By Phone**
eCheck, Debit card, and Credit card payments may be made by phone.
- f) **Payment Kiosk**
Check, Debit card, Credit card, and cash payments may be made at a payment kiosk located in the foyer at 601 S. Jefferson Street between the hours of 7:00 am and 5:00 pm. Monday through Friday.

4. PAYMENT EXTENSIONS

Two (2) payment extensions for up to 5 business days each within a twelve (12) month period may be allowed at the discretion of the Authority's Executive Director or designee.

5. PAYMENT PLANS

Two (2) payment plans per year may be allowed for customers with past due debt over \$100 at the discretion of the Authority's Executive Director or designee. If a payment plan is not paid off in full, i.e. a payment plan is cancelled, the customer will not qualify for another payment plan. The number of installments per payment plan will not exceed four (4). Customers on a payment plan must pay their current bill as well as the payment plan installment on or before the due date of the current bill to prevent the payment plan from being cancelled and becoming subject to service disconnection. See section 7.2 on service disconnections.

6. RETURNED CHECKS AND AUTOMATIC BANK DRAFT REJECTS

A *Returned Payment / Check Charge* will be applied to each returned check, rejected e-check or other online payment, or bank draft reject. Debt paid with a returned payment will be charged back to the account and that debt, along with the *Returned Payment / Check Charge*, can only be paid by cash, certified check, money order or credit card. After two (2) returned payments 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. Refer to section § 2.2-614.1 of the Code of Virginia (1950) as amended for more detail.

7. DELINQUENT ACCOUNTS

7.1. Late Payment Penalties

A *Late Payment* fee 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 Executive Director or designee.

7.2. Disconnections

Any delinquent account (an account with any portion of the balance on the account 30 days past the due date) is subject to service disconnection for non-payment. A returned check, rejected e-check payment or rejection of other online payments against accounts subject for disconnection or disconnected due to nonpayment will result in immediate disconnection of service.

a) Disconnection of service for customers with water service

A *Nonpayment Processing* fee will be charged to the account each time an account becomes subject for service disconnection due to non-payment of an account. Account balances must be paid in full, including the *Nonpayment Processing* fee(s) and outstanding deposits, for services to be restored. Full payment must be received before 2:00 pm for service to be restored the same business 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 business day.

b) Disconnection of service for customers with sewer-only service

Customers with sewer only services who do not have a sewer cleanout will be charged a \$250 *Administrative Noncompliance* fee when the wastewater services get disconnected while a *Nonpayment Processing* fee will be charged to the account when a sewer cleanout has been installed.

7.3. Debt Collection

Past due balances on disconnected, inactive, and/or delinquent accounts will be subject to collection through a 3rd 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 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 3rd party debt collection agency.

a) Credit Bureau Reporting

Any delinquent account over \$25.00 originating from an unpaid water/sewer billing may be reported to the credit bureau provided a final bill or collection notice has been provided to the account holder.

b) Set-Off Debt Collection

Any delinquent account over \$25.00 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 Section 58.1-520.1 of the Code of Virginia (1950), as amended.

c) Liens

7.3.c.1. Liens against Property Owners

Liens may be placed against real estate for nonpayment of fees and charges by the customer. For details about liens against real estate, please refer to Section 15.2-2199 and Section 15.2-5139 of the Code of Virginia (1950).

7.3.c.2. Liens against Rental Properties in the Landlord Program

A lien for delinquent charges for no more than three past due bills will be placed on a rented property after (i) the owner of the rental property has been advised at the time the tenant started service at the rental property 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 provided to the tenant ; (ii) a security deposit of no less than three (3) months and no more than five (5) months consumption has been collected and applied to the outstanding balance on the account at the time of termination; (iii) a duplicate copy of the final bill was mailed to the owner of the rental property at the same time the final bill was sent to the tenant; (iv) the owner of the real estate has been given 60 days to pay off the debt; and (v) reasonable collection efforts had been employed. Please refer to Chapter 51, Article 4 § 15.2-5139 of the Virginia Water and Waste Authorities Act and Section § 15.2-2119 of the Code of Virginia for more information on the Authority's ability to file a lien against a rental property.

8. SECURITY DEPOSITS

8.1. Deposit requirements for establishing service.

a) Property owners and rental properties not in the Landlord Program

A \$100.00 security deposit is required for all customers starting an account unless the customer has had two (2) years of good credit with the Authority. Those customers deemed to have an unacceptable 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.

b) Rental properties in the Landlord Program

A \$200.00 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 \$200.00.

8.2. 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.

8.3. 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.

8.4. Deposit Limits

The total of all deposits on a residential account shall not exceed \$400.00. The maximum deposit on commercial accounts will be calculated on an individual account basis and shall not exceed the average of four (4) month's consumption. Security deposits may be waived at the sole discretion of the Authority's Executive Director or designee.

8.5. Deposit Refunds

Security deposits may be credited to accounts, without interest, after two consecutive years of good payment history unless the property is in the Landlord program, in which case the deposit stays on the account until the account is closed.

9. FINANCIAL ASSISTANCE

The Authority offers financial assistance to qualifying customers through the Authority Cares and Customer Cares programs. The Authority Cares program is funded by the Authority while customers can contribute towards the Customer Cares program.

Customers may contribute to the Customer Cares program should they wish to help provide financial assistance to a neighbor in need. Customers can choose to round up their monthly bill to the nearest dollar every month or by electing to add a donation of \$1, \$3, \$5 or \$10 to your monthly bill. Customers can sign up on the Authority's website at www.westernvawater.org/CustomerCares.

Customers can apply online at www.westernvawater.org/AuthorityCares for financial assistance and may receive assistance twice in a 12-month period while funds are available.

10. METER TAMPERING

No person shall damage any house, well, valve wheel, fire plug or other fixture associated with or connected to the water and sewer system. No person shall 1) obtain or attempt to obtain water or sewer service by the use of any device, means or method with intent to avoid payment of such services; 2) tamper with any metering device or otherwise intentionally prevent such metering device from properly registering the amount of service supplied. No person shall 1) tamper with or place any material on the meter, meter box or valve of a water main or service pipe; 2) obstruct access to any fixture connected with the water or sewer system; 3) remove or damage any pipe, fire hydrant, meter, meter box or valve; 4) open any fire hydrant, meter, or valve; or 5) open any meter, meter box or valve that has been closed, locked or where access has been restricted by the Authority.

11. UNAUTHORIZED USE

Any time water and/or sewer services are used without proper authorization from the Authority, it is considered unauthorized use. In order to have authorized use of water and/or sewer service, there must be an active account that has not been disconnected for nonpayment. In order to obtain water from a fire hydrant, a temporary water account must be active.

When unauthorized use occurs at a property, the owner of the property shall be responsible for the services obtained illegally from the service connections at the property. However, if the property owner can provide proof to the Authority that the current tenant occupied the property when the unauthorized use occurred, and that tenant signs up for service, the charges will be placed against the tenant. In addition to applicable water and sewer charges, an administrative noncompliance fee will be charged whenever water is obtained through an unauthorized connection (unauthorized water).

When unauthorized use occurs at a service address with no active account, the property owner will be charged an administrative noncompliance fee and billed for usage above 1,000 gallons. The property owner will be notified of the unauthorized usage and any associated fees.

When a current customer or a customer that has been recently disconnected at a service address obtains unauthorized water at that service address, the customer will be charged an administrative noncompliance fee and billed for all usage.

On the first occurrence of obtaining water through an unauthorized connection, a \$200 administrative noncompliance fee will be charged. However, if an illegal connection is found or a lock, the meter, meter reading equipment and/or the setter is damaged, the administrative noncompliance fee will increase to \$500.

On the second and each subsequent occurrence of obtaining water through an unauthorized connection, a \$500 administrative noncompliance fee will be charged. At the discretion of the Authority's Executive Director or designee, repeat attempts to obtain unauthorized water shall be referred to the Commonwealth's Attorney.

At the sole discretion of the Authority's Executive Director or designee, and with proof that no damage was done to the lock, the meter, meter reading equipment and/or the setter, the administrative noncompliance fee may be lowered to \$100 on the first occurrence of obtaining water through an unauthorized connection.

All fees and charges, including those associated with the unauthorized use of water, past due balances and fees associated with disconnection of service for nonpayment must be paid before service will be restored or new service will be started at the service address.

Further information about the unauthorized use of a wastewater service can be found on the Authority's website at www.westernvawater.org under Wastewater Rules and Regulations.

Meter tampering shall be a violation of Section 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 shall be a violation of Section 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 Sections 18.2-162 and 18.2-163 and other applicable law.

12. 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.

13. 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.

14. ADJUSTMENTS AND CREDITS

14.1. Leak Adjustments

Customers may qualify for a leak adjustment, per the guidelines set below, only if their consumption increased as a result of the leak. For residential customers, leak adjustments will only be applied to **water consumption above average use** as sewer charges are not affected by leaks due to Winter Average sewer billing. The Authority has sole 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 notifying the Authority's Customer Service at (540) 853-5700 during business hours or by completing the Contact Us form (www.westernvawater.org/Contactus) 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.

- a) Leaks occurring in the underground line between the main meter and the residence or building:
 - i) Residential customers will be required to show 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.
 - ii) Commercial customers will be required to show 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 portion will be adjusted for 100% of the sewer flow over the average flow for the customer.
- b) Leaks occurring inside the residence or building:
 - i) Residential customers will have the water portion of the bill 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.

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

c) 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.

14.2. **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 Authority which resulted in the lawn being reseeded. An automatic lawn watering credit of 3,000 gallons of water and, if the customer has a commercial account and 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.

14.3. **Billing and Payment Adjustments**

a) 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.

b) 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.

15. **SEWER ONLY SERVICES**

Sewer only services are billed at a flat rate set by the Authority 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.

16. **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).

17. **TEMPORARY WATER SERVICE**

Application for a fire hydrant meter shall be made by completing the Contact Us form (www.westernvawater.org/Contactus) or calling Customer Service during business hours. In order to establish an account and start service, the applicant will be required to sign a Temporary Water Agreement and pay the *Temporary Water or Sewer Account Set-up* fee as well as a \$1,200 deposit for each meter issued to the customer.

The deposit covers the cost of the meter and will be credited to the account or refunded to the customer if the meter is returned in good working condition. The customer shall assume all responsibility for care of the meter while the meter is in his/her possession including during freezing weather conditions.

Fire Hydrant meters must be inspected by Authority staff on a quarterly basis. Failure on the customer's part to have the meter inspected will result in an *Administrative Noncompliance Fee* to be charged to the account every month after the inspection date has passed until the meter is inspected.

A monthly utility bill consisting of a *Fire Service* base rate, a consumption charge based on the *Temporary Water Service* rate, and any additional fees charged will be rendered. The customer shall provide a monthly meter reading to the Authority billing office via email to billing@westernvawater.org no later than the second business day of every month. Regardless of the total monthly usage, a minimum consumption charge for 10,000 gallons will be applied to all temporary water 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 Authority infrastructure, is classified as a Class 1 misdemeanor and is subject to prosecution under Virginia Code 18.2-162 and 18.2-163.

18. 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 at 1502 Brownlee Ave SE, Roanoke. The application must be completed and turned into the Pretreatment Office or may be mailed to the same address mentioned above. Receipt of the application must allow 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 an Application for Temporary Wastewater Discharge or Special Event Permit form which is available on the web at www.westernvawater.org or can be obtained from the Authority's Pretreatment Office (540) 283 - 8272). 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 *Temporary Wastewater Service* fee will be charged and, for larger events, flow monitoring will be used as needed to establish an appropriate sewer charge.

19. 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.

20. IDENTITY THEFT PREVENTION

The Authority will require personal information, including but not limited to, the account holder's name, phone number(s), social security number, etc., from existing customers and new customers, when initiating accounts or when communication occurs 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.

21. SEASONAL TERMINATION OF SERVICE

Customers who live outside the service jurisdiction for more than 90 consecutive days during the year may request to have their service terminated during that time. However, a minimum of one hour of the *Request for Service Beyond Initial Water Service turn-on* fee will be charged to the account at service termination and when service is restored.



APPLICABILITY

The provisions of these Development Rules and Regulations shall apply to any and all projects or activities that include: alterations, relocation, replacement, abandonment, removal, or upgrade of public water and/or sewer infrastructure; installation of new public water and/or sewer infrastructure; or, otherwise impact the Western Virginia Water Authority's system or facilities.

In addition to the Development Rules and Regulations listed herein, projects must meet all applicable requirements of the local jurisdiction and other agencies having jurisdiction over the work including the Authority's Wastewater Collection System Rules and Regulations regarding discharge of wastes and wastewater to the sewer system.

STATUTORY AUTHORITY

Pursuant to §15.2-5100, et seq, of the Code of Virginia, the Western Virginia Water Authority is an instrumentality exercising public and essential governmental functions to provide for the public health and welfare and is authorized to adopt rules and regulations, not inconsistent with the Virginia Water and Waste Authorities Act or the general laws of the Commonwealth, for the regulation of its affairs and the conduct of its business and to carry into effect its powers and purposes.

DEFINITIONS

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

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

Authority: The Western Virginia Water Authority ("WVWA") a public service authority formed and existing in accordance with the provisions of Chapter 51 of Title 15.2 of the Code of Virginia, 1950, as amended, the Virginia Water and Waste Authorities Act §§15.2-5100-15.2-5158 (the "Act").

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. Online applications are available via the Authority's web site at <https://www.westernvawater.org>.

Availability Fee: Capital recovery fees charged for each new or upsized connection to the Authority's water and/or sewer systems. Availability Fees address additional capacity required by new services as well as buy-in to the Authority's capital assets which have been paid for by a portion of previous customers. Capital assets include any facility needed to provide water and/or sewer service such as land, reservoirs, treatment facilities, wells, pumping stations, storage tanks, transmission lines, distribution/collection lines, etc. Fee amounts are listed in the Authority's Schedule of Availability and Connection Fees, as amended. Availability Fees apply to water service and sewer service separately.

Availability Fee Credit: A credit, when applicable, applied to Availability Fees calculated and otherwise due for new or upsized service connection(s) and shall be included in the Availability Letter or Development Agreement.

Availability Letter: A letter prepared by the Authority for all Applicants requesting new water and/or sewer service or changes to existing service. This letter addresses availability, available capacity and other conditions under which service(s) will be provided. Availability Fee(s), Availability Fee Credits (if applicable), Connection Fees, Tap Fees, and/or Meter Fees shall be included in the Availability Letter and shall be based on final Approved Plans.



Development Rules and Regulations

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 guaranties, 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 Authority's Board of Directors.

Connection Fee: The total cost to furnish and construct a new service from a Main Line to the property line, or to an approved point of connection with the private service. Fee amounts are listed in the Authority's Rates and Fees Schedule, as amended. Connection Fees apply to water service and sewer service separately.

Design and Construction Standards: The Western Virginia Regional Design and Construction Standards, latest edition, which establish the Authority's standard specifications and standard details for the construction of water and sewer infrastructure and appurtenances. The water portions of the document are approved by the Virginia Department of Health, Office of Drinking Water, as required for implementation of the Authority's Local Review Program authorized by VDH and compliance with the VDH Waterworks Regulations. The sewer portions of these standards are consistent with requirements and permitting of the Virginia Department of Environmental Quality (DEQ). The document is available via the Authority's web site at <https://www.westernvawater.org>.

Design Fee: A non-refundable fee charged by the Authority, when applicable, for the administration and services required and undertaken by the Authority on behalf of another party for design, approval, and permitting for construction of water and/or sewer infrastructure improvements. Fee amount is based on actual costs incurred by the Authority in completing the required work.

Developer: An individual, group of individuals, partnership, firm, association, institution, corporation, political subdivision, agency, or entity that is improving property or is causing property to be improved.

Development: The defined lots or parcels of land on which a Developer is proposing improvements and that include: alterations, relocation, replacement, abandonment, removal, or upgrade of public water and/or sewer infrastructure; installation of new public water and/or sewer infrastructure; or, otherwise impact the Authority's system or facilities. For the purposes of these Development Rules and Regulations, Development projects include commercial, residential, mixed-use; retail; wholesale; business; institutional; office; industrial, warehouse/distribution; recreation; assembly (including places of worship); etc.

Development Agreement: An Agreement between the Authority 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 Joint Infrastructure Improvements.

Development Cost: The total cost of all work associated with public water and/or sewer infrastructure required for a Development including planning, design, surveying, drafting, inspection, administration, acquisition of easements, legal services, environmental studies, permits, fees, 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.



Development Rules and Regulations

Duplex: Two Single Dwelling Units in the same structure, 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 connection and is responsible for corresponding Availability and Connection Fees.

Equivalent Residential Unit (ERU): Single Family Residential Unit or a 5/8-inch water meter equivalent.

Extension: Any new or proposed water or sewer Main Line, including associated valves, vaults, fittings and appurtenances being constructed where no Main Line existed before.

Failed Wells and/or Failed Septic Systems: Wells and septic systems will be considered to have “failed” 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, connections, 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 as required to meet applicable codes and regulations as determined by the local Fire Marshal.

Hydraulic Analysis Fee: A non-refundable fee charged by the Authority for the administration and engineering services required to perform required hydraulic analysis and certification of proposed additions to Authority infrastructure. The fee is applicable in cases where a Developer is unable or unwilling to provide the required services. The fee amount will be based on actual costs incurred by the Authority in completing the required work as detailed in the Authority’s Schedule of Miscellaneous Fees and Charges, as amended.

Hydraulic Analysis Update Fee: A non-refundable fee that may be assessed, at the discretion of Authority’s Engineering Services Division, for additional hydraulic analysis services required due to changes to proposed Development infrastructure after completion of the initial hydraulic analysis. The fee amount will be based on actual costs incurred by the Authority in completing the required work as detailed in the Authority’s Schedule of Miscellaneous Fees and Charges, as amended.

Infill Development: The development or redevelopment of existing platted lots or parcels and/or change in use of such properties.

Joint Infrastructure Improvements: Water and/or sewer system improvements (mains, services, tanks, reservoirs, lift stations, pump stations, control valves, and associated appurtenances, etc.) for a Development that provide *Significant Benefit* to the Authority, the Authority’s existing customers, or property(ies) owned or not owned by the Developer as detailed in an executed Development Agreement.

Joint Infrastructure Improvement Costs: The portion of Development Costs in which the Authority has agreed to participate as described and enumerated in an executed Development Agreement.

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 that 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, Distribution Main or Collection 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 Authority’s Schedule of Availability and Connection Fees, as amended.

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



Development Rules and Regulations

Non-Participating Lot Owners: The owner of a lot or parcel of land that benefits from a water or sewer Extension, who may also be required to connect to the water or sewer system under the Authority's Mandatory Connection regulation, but who has not financially contributed to the Extension.

Off-Site Extension: The portion of an Extension installed by a Developer that provides service to properties not previously served and not included in the Development.

Performance Guaranty: The approved form of security furnished by the Developer and/or its sureties conditioned upon meeting all agreed upon obligations and the faithful performance of the work in strict accordance with the Approved Plans, and the Authority's Design and Construction Standards.

Private Service: The portion of a water or sewer service that is located on private property, and not within a public water or sewer easement. Construction, ownership and maintenance of the Private Services are the sole responsibility of the property owner and shall be installed by a Licensed Plumber or Licensed Utility Contractor unless otherwise permitted by local code or ordinance.

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

Priority Rating: A system developed by the Authority to rank projects based on a number of different criteria including project cost, project benefits or other parameters designated by the Authority's Engineering Services Division.

Residential Development: Any development on private land that provides living accommodations for one or more persons. This category includes, but is not limited to: single-family homes, multi-family homes, condominiums, and apartments.

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

Single Family Residential: A detached residential structure on a single parcel designed and used as a Single Dwelling Unit to accommodate one family or group of individuals living together and sharing the same living space, but excludes multi-use properties that include single-family residential uses.

Single Dwelling Unit: A room or group of connected rooms, including kitchen, bathroom and sleeping facilities, occupied or capable of being occupied as an independent and separate housekeeping unit.

Significant Benefit: Demonstrable improvements to the Authority's infrastructure not otherwise required for the Development, as determined at the Authority's sole discretion, including, but not limited to: (1) expansion of service area; (2) improved domestic water pressure, hydraulic performance, system capacity, fire flow, or sewer system capacity; (3) improved system efficiency or resilience; and, which is based on data, engineering analysis, and/or hydraulic modeling.

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.

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.



Development Rules and Regulations

RULES AND REGULATIONS

1. NEW AND RELOCATED SERVICE CONNECTION FOR WATER AND SEWER

- 1.1. An Availability Application shall be submitted for any new service or change in use affecting existing services.
- 1.2. Before any new water and/or sewer service may be constructed, an Availability Letter must be received from the Authority and all required fees must be paid in full.
- 1.3. Each lot or parcel of land being served by the Authority requires a separate water and sewer service connection.
- 1.4. Each Single Dwelling Unit of a Duplex requires a separate water service connection unless approved in writing by the Authority.
- 1.5. All public water and sewer infrastructure for Development shall be furnished and installed by a Licensed Utility Contractor at the Developer's expense and in accordance with the Authority's Design and Construction Standards. All physical taps required for Service Connections to existing water or sewer mains shall be completed only by the Authority. All water meters shall be furnished and installed by the Authority. Developer shall be responsible for cost of meter.
- 1.6. The Authority will furnish and install water and sewer Service Connection(s) for existing Single Family Residential homes not currently connected, individual Single Family Residential infill lots that are not otherwise part of a Development, and service relocations requested by a Single Family Residential customer following submittal of an Availability Application and payment of Availability Fees, if applicable, and/or Connection Fees.
- 1.7. For Single Family Residential properties, the Authority allows a private water service or sewer lateral to cross one intervening private property to access a public main. Prior written approval from the Authority is required. 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 is available for reference on the Authority's website at <https://www.westernvawater.org>.

2. AVAILABILITY AND CONNECTION FEES

- 2.1. Availability Fees as detailed in the Authority's Schedule of Availability and Connection Fees, as amended, are applicable for all new connections to the Authority's water and/or sewer systems and any upsized existing connections. Fees are determined after submittal of a complete Availability Application, along with any supporting documentation, if required, and shall be based on Approved Plans.
- 2.2. Any property that can be shown to have been previously served with public water or public sewer within ten (10) years from the Availability Application date will not be required to pay Availability Fees 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 the required service sizes. No refund of Availability Fees will be issued or credited for reductions in service sizes.
- 2.3. Connection Fees are required for all new, replaced or relocated services installed by the Authority and include Service Connection and installation of a sewer cleanout and/or water meter at the property line or other location approved by the Authority.
- 2.4. Connection Fees are not required for Service Connections installed by a Licensed Utility Contractor for a Development. Applicable Availability Fees, Tap Fees, and Meter Fees shall apply.



Development Rules and Regulations

3. MANDATORY CONNECTION

- 3.1. Upon or after the acquisition or construction of any water system or sewer system under the provisions of the Virginia Water and Waste Authorities Act (Code of Virginia Chapter 51, § 15.2-5100, et seq.) the owner, tenant, or occupant of each lot or parcel of land (i) which abuts a street or other public right of way which contains, or is adjacent to an easement containing, a water main or a water system, or a sanitary sewer which is a part of or which is or may be served by such sewer system and (ii) upon which a building has been constructed or will be constructed for residential, commercial or industrial use, shall, with concurrence of the locality in which the land is located, connect the building with the water main or sanitary sewer, and shall cease to use any other source of water supply for domestic use or any other method for the disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with rules and regulations adopted by the Authority, which may provide for a reasonable charge for making such a connection.
- 3.2. Those persons having an existing building with domestic supply or source of potable water, and/or a private septic system or domestic sewage system meeting applicable standards and requirements established by the Virginia Department of Health, shall not be required to discontinue the use of such systems. However, such persons may be subject to a connection fee, a front footage fee, and a monthly nonuser service charge.

4. EXTENSION OF WATER AND SEWER MAINS FOR DEVELOPMENT

4.1. General

- 4.1.1. All Extensions to the Authority's water and sewer systems must be constructed in accordance with the Authority's Design and Construction Standards, latest edition.
- 4.1.2. Design and construction of all water and sewer mains, appurtenances, easements, and services required to serve a Development shall be the sole responsibility of the Developer, except as otherwise set forth in an executed Development Agreement.
- 4.1.3. Development Cost shall be the sole responsibility of the Developer except as otherwise set forth in an executed Development Agreement. If the Authority desires mains larger than those required by the Development, one hundred percent (100%) of the differential cost for the larger size will be paid by the Authority.
- 4.1.4. Any deviation from this stated policy will require a written Development Agreement approved and executed by both parties.
- 4.1.5. In addition to the policies listed herein, the extension of public water and sewer facilities shall comply with local Comprehensive Plans, and other requirements of the appropriate jurisdiction and the Authority.

5. AVAILABILITY FEE CREDITS

5.1. Off-Site Extensions

- 5.1.1. For Off-Site Extensions as defined herein fifty percent (50%) of the applicable Availability Fee for the Development are eligible for Availability Fee Credit.
- 5.1.2. The maximum credit shall not exceed the estimated construction cost of the Off-Site Extension based on the Approved Plans as determined by the Authority during the plan review process.
- 5.1.3. Credits shall apply separately to respective Off-Site Extensions of water and/or sewer service.



Development Rules and Regulations

5.2. Sanitary Sewer Lift Stations

- 5.2.1. For Public Sanitary Sewer Lift Stations constructed by a Developer, fifty percent (50%) of the applicable sewer Availability Fee for the Development are eligible for Availability Fee Credit subject to the following and provided all requirements of this Section 5.2 are met.
- 5.2.2. The maximum credit shall not exceed the estimated construction cost of the lift station based on the Approved Plans as determined by the Authority during the plan review process.
- 5.2.3. The lift station must be available to serve properties not included in the Development and located such that it maximizes connection by other properties.
- 5.2.4. The lift station must be constructed on its own platted lot that fronts a public street or platted or deeded easement and all-weather access road to a public street for unencumbered access by Authority staff.

5.3. Approvals and Limitations

- 5.3.1. Availability Fee Credits for a Development shall not exceed fifty percent (50%) of the applicable water and sewer Availability Fees for the Development, respectively.
- 5.3.2. Availability Fee Credits for a Development are available to the initial Developer for a period of up to ten (10) years from the date of Substantial Completion of the infrastructure generating the credits.
- 5.3.3. Availability Fee Credits are exclusive to that Development and may not be transferred to other properties or Developments.
- 5.3.4. With proper documentation, unused Availability Fee Credits may be transferred to a new owner of the same Development; however, the combined time for all Developers shall not exceed fifteen (15) years from the date of Substantial Completion.
- 5.3.5. To request Availability Fee Credits, Developer must submit an Availability Fee Credit application prior to or concurrent with plan submittal. The application shall be in a form and content approved by the Authority. (see attached Availability Fee Credit application form)

6. EXTENSIONS OF WATER AND SEWER MAINS FOR FAILED WELLS OR SEPTIC SYSTEMS

6.1. General

- 6.1.1. Any existing Single Family Residential home with a failed well or septic system may apply for a new service with the Authority as described in Section 1.
- 6.1.2. All other properties with failing well or septic systems will be required to extend public water or sewer as described in Section 4.
- 6.1.3. Individual property owners will be responsible for all costs to properly abandon their existing system(s) and connect to the new Service Connection.

6.2. Extensions Less Than 500 Feet in Length

- 6.2.1. If an Extension is deemed by the Authority to be technically feasible, cost effective and in the best long-term interest of the Authority and its present and/or future customers, the Authority may design and manage construction of extensions up to five hundred feet (500') in length, in cases of failed wells or failed septic systems for one qualifying Single-Family Residential customer whose property can be served with an extension not to exceed five hundred feet (500') from an existing Authority water or sewer main.

6.3. Extensions 500 Feet or More in Length

- 6.3.1. If an Extension is deemed by the Authority to be technically feasible, cost effective and in the best long-term interest of the Authority and its present and/or future customers, and if a minimum of fifty (50%) percent of the eligible customers in a neighborhood on private



Development Rules and Regulations

wells and/or septic systems provide their Availability Fee and Connection Fee for connection the Authority may design and manage construction of the Extension.

6.3.2. The survey area of eligible customers for this Extension will be determined by the Authority at the time of the request.

6.4. Approvals

6.4.1. For all extensions undertaken pursuant to paragraph 6.2. or paragraph 6.3., design and construction will be initiated following confirmation of all the following items:

- Written documentation from the Virginia Department of Health stating well or septic system is no longer viable and cannot be replaced or repaired
- Payment of the Availability Fees and Connection Fees
- Project achieves adequate Priority Rating
- Funding is available in the Authority's Extension Fund Accounts for the cost of the Extension project

7. JOINT INFRASTRUCTURE IMPROVEMENTS

7.1. General

7.1.1. Design and construction of all on-site and off-site improvements required for a Development shall be the sole responsibility of the Developer, except as further defined herein.

7.1.2. Joint Infrastructure Improvements proposed by a Developer will be subject to review by the Authority for cost sharing or other direct participation and memorialized in a Development Agreement approved and executed by both parties. Any requests exceeding 50% of the total Joint Infrastructure Improvement Costs shall require approval by the Authority's Board of Directors.

7.1.3. All Joint Infrastructure Improvements must be constructed in accordance with the Authority's Design and Construction Standards, latest edition.

7.1.4. Developer must submit a Development Agreement Application in a form and content approved by the Authority prior to or concurrent with plan submittal. (see attached Development Agreement Application form)

7.1.5. Participation in the form of cash, in-kind services, materials, or other, will be based on a Development Agreement specifically prepared for each Development. Participation in the form of cash will not be provided until the Joint Infrastructure Improvements have been issued Substantial Completion.

7.1.6. If the Authority is funding a portion of an Off-Site Extension that would otherwise also qualify for Availability Fee Credits, the credits will be reduced or eliminated as part of the Development Agreement.

8. DEMOLITION AND RELOCATION

8.1. Water and sewer mains not utilized for a Development shall be properly abandoned by the Developer. Abandonment or relocation of the Authority's water and/or sewer infrastructure must be completed in accordance with the Authority's Design and Construction Standards, latest edition.

8.2. Existing service connections must be abandoned in accordance with local building codes prior to demolition. The Developer should apply for Availability Fee Credits for increased services associated with redevelopment, if applicable, prior to demolition.

8.3. To qualify for any applicable Availability Fee Credits associated with replacement of existing or abandoned services, those services must be properly abandoned by Developer at the main and shown on the Approved Plan.



AVAILABILTY FEE CREDIT REQUEST FORM

PROJECT NAME:

	OWNER/DEVELOPER	ENGINEER OF RECORD
NAME:		
ADDRESS:		
EMAIL:		
PHONE #:		

WE (OWNER/DEVELOPER) HEREBY REQUEST AVAILABILITY FEE CREDITS TO BE APPLIED TOWARDS AVAILBILITY FEES WITHIN THIS DEVELOPEMNT. THE FOLLOWING INFORMATION HAS BEEN INCLUDED IN THIS APPLICATION FOR REVIEW AND APPROVAL:

- NARRATIVE DESCRIBING OFFSITE EXTENTION AND CUSTOMERS SERVED
- SITE PLAN
- ENGINEER'S CONSTRUCTION ESTIMATE

PROJECT OWNER/DEVELOPER:

WVWA:

Company Name

Western Virginia Water Authority

Signature & Title

Signature WVWA Project Manager

Date

Date



DEVELOPER AGREEMENT APPLICATION

PROJECT NAME:

	OWNER/DEVELOPER	ENGINEER OF RECORD
NAME:		
ADDRESS:		
EMAIL:		
PHONE #:		

WE (OWNER/DEVELOPER) HEREBY REQUEST TO ENTER INTO A DEVELOPER AGREEMENT WITH THE WESTERN VIRGINIA WATER AUTHORITY (WVWA). THIS APPLICATION IS INTENDED TO SUPPORT THIS DEVELOPMENT WHILE ADDING SIGNIFICANT BENEFIT TO THE WVWA AND ITS CUSTOMERS. THE FOLLOWING INFORMATION HAS BEEN INCLUDED IN THIS APPLICATION FOR REVIEW AND APPROVAL:

- NARRATIVE DESCRIBING THE PROJECT AND MUTUAL BENEFITS TO THE WVWA
- CONCEPT PLAN
- DRAFT DEVELOPER AGREEMENT
- ENGINEER'S CONSTRUCTION ESTIMATE OF IMPROVEMENTS

PROJECT OWNER/DEVELOPER:

WVWA:

Company Name

Western Virginia Water Authority

Signature & Title

Signature WVWA Project Manager

Date

Date

Rules and Regulations

WASTEWATER COLLECTION SYSTEM INDUSTRIAL PRETREATMENT PROGRAM



WESTERN VIRGINIA
WATER AUTHORITY

TABLE OF CONTENTS

SECTION 1	GENERAL PROVISIONS	4
1.1	Purpose and Policy	4
1.2	Administration	4
1.3	Abbreviations	4
1.4	Definitions	5
SECTION 2	GENERAL SEWER USE REQUIREMENTS	11
2.1	Prohibited Discharge Standards	11
2.2	National Categorical Pretreatment Standards	12
2.3	State Pretreatment Standards	15
2.4	Local Limits	16
2.5	Right of Revision	16
2.6	Dilution	17
SECTION 3	USE OF THE WATER AUTHORITY'S TREATMENT WORKS & TREATMENT FACILITY	17
3.1	Waste Disposal	17
3.2	Wastewater Discharges	17
3.3	Wastewater Disposal	17
SECTION 4	BUILDING SEWERS AND CONNECTIONS	17
4.1	Mandatory Connection of Sewer System	17
4.2	Connection Permit	18
4.3	Connection Costs	18
4.4	Separate Connections Required	18
4.5	Existing Building Sewers	18
4.6	Building Sewer Design	18
4.7	Building Sewer Elevation	19
4.8	Surface Runoff and Groundwater Drains	19
4.9	Conformance to Applicable Codes	19
4.10	Connection Inspection	19
4.11	Excavation Guards and Property Restoration	19
4.12	Protection of Capacity for Existing Users	19
SECTION 5	PRETREATMENT OF WASTEWATER	20
5.1	Pretreatment Facilities	20
5.2	Additional Pretreatment Measures	20
5.3	Accidental Discharge/Slug Discharge Control Plans	20
5.4	Hauled Wastewater	21
SECTION 6	WASTEWATER DISCHARGE PERMITS	22
6.1	Wastewater Analysis	22
6.2	Individual Wastewater Discharge Permit Requirements	22
6.3	Individual Wastewater Discharge Permitting: Existing Connections	22
6.4	Individual Wastewater Discharge Permitting: New Connections	23
6.5	Individual Wastewater Discharge Permit Application Contents	23

6.6	Application Signatories and Certification	24
6.7	Wastewater Discharge Permit Decisions	25
SECTION 7	WASTEWATER DISCHARGE PERMIT ISSUANCE	25
7.1	Wastewater Discharge Permit Duration	25
7.2	Wastewater Discharge Permit Contents	25
7.3	Permit Modification	26
7.4	Individual Wastewater Discharge Permit Transfer	27
7.5	Wastewater Discharge Permit Revocation	27
7.6	Individual Wastewater Discharge Permit Reissuance	28
7.7	Regulation of Waste Received from Other Jurisdictions	28
SECTION 8	REPORTING REQUIREMENTS	29
8.1	Baseline Monitoring Reports	29
8.2	Compliance Schedule Progress Reports	31
8.3	Reports on Compliance with Categorical Pretreatment Standard Deadline	31
8.4	Periodic Compliance Reports	31
8.5	Reports of Changed Conditions	33
8.6	Reports of Potential Problems	33
8.7	Reports from Unpermitted Users	34
8.8	Notice of Violation/Repeat Sampling and Reporting	34
8.9	Analytical Requirements	34
8.10	Sample Collection	34
8.11	Date of Receipt of Reports	35
8.12	Record Keeping	35
8.13	Certification Statements	35
SECTION 9	COMPLIANCE MONITORING	36
9.1	Right of Entry: Inspection and Sampling	36
9.2	Search Warrants	37
SECTION 10	CONFIDENTIAL INFORMATION	37
SECTION 11	PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE	37
SECTION 12	ADMINISTRATIVE ENFORCEMENT REMEDIES	38
12.1	Notification of Violation	38
12.2	Consent Orders	38
12.3	Show Cause Hearing	39
12.4	Compliance Orders	39
12.5	Cease and Desist Orders	39
12.6	Administrative Fines	39
12.7	Emergency Suspensions	40
12.8	Termination of Discharge	40
SECTION 13	JUDICIAL ENFORCEMENT REMEDIES	41
13.1	Injunctive Relief	41
13.2	Civil Penalties	41

13.3	Criminal Prosecution	42
13.4	Remedies Nonexclusive	42
SECTION 14	SUPPLEMENTAL ENFORCEMENT ACTION	42
14.1	Performance Bonds	42
14.2	Liability Insurance	42
14.3	Payment of Outstanding Fees and Penalties	43
14.4	Water Supply Severance	43
14.5	Public Nuisances	43
14.6	Contractor Listing	43
SECTION 15	AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS	43
15.1	Upset	43
15.2	Prohibited Discharge Standards	44
15.3	Bypass	44
SECTION 16	MISCELLANEOUS PROVISIONS	46
16.1	Pretreatment Charges and Fees	46
16.2	Severability	46
SECTION 17	EFFECTIVE DATE	46

SECTION 1 GENERAL PROVISIONS

1.1 Purpose and Policy

These Rules and Regulations set forth uniform requirements for users of the Publicly Owned Treatment Works for the Western Virginia Water Authority, and enables the Water Authority to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.), and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The objectives of these Rules and Regulations are:

- A. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will interfere with its operation;
- B. To prevent the introduction of pollutants into the Publicly Owned Treatment Works that will pass through the Publicly Owned Treatment Works, inadequately treated, into receiving waters, or otherwise be incompatible with the Publicly Owned Treatment Works;
- C. To protect both Publicly Owned Treatment Works personnel, who may be affected by wastewater and biosolids in the course of their employment, and the general public;
- D. To promote reuse and recycling of industrial wastewater and biosolids from the Publicly Owned Treatment Works;
- E. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the Publicly Owned Treatment Works; and
- F. To enable the Western Virginia Water Authority to comply with its National Pollutant Discharge Elimination System permit conditions, biosolids use and disposal requirements, and any other Federal or State laws to which the Publicly Owned Treatment Works is subject.

These Rules and Regulations shall apply to all Users of the Publicly Owned Treatment Works. The Rules and Regulations authorize the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

1.2 Administration

The Executive Director shall administer, implement, and enforce the provisions of these Rules and Regulations except as otherwise provided herein. The Executive Director of Wastewater Operations has delegated and granted powers and duties for this program through the Director of Wastewater Operations as the duly authorized Water Authority employee.

1.3 Abbreviations

The following abbreviations, when used in this ordinance, shall have the designated meanings:

BOD	Biochemical Oxygen Demand
BMP	Best Management Practices
BMR	Baseline Monitoring Report

CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
DEQ	Virginia Department of Environmental Quality
EPA	U.S. Environmental Protection Agency
gpd	gallons per day
IU	Industrial User
mg/L	milligrams per liter
NAICS	North American Industrial Classification System
NPDES	National Pollutant Discharge Elimination System
VPDES	Virginia Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIU	Significant Industrial User
SNC	Significant Noncompliance
SIC	Standard Industrial Classification
TSS	Total Suspended Solids
U.S.C.	United States Code
WVWA	Western Virginia Water Authority

1.4 Definitions

Unless a provision explicitly states otherwise, the following terms and phrases, as used in the Rules and Regulations, shall have the meanings hereafter designated.

- A. **Act or "the Act."** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.
- B. **Approval Authority.** The Virginia Department of Environmental Quality (DEQ).
- C. **Authorized or Duly Authorized Representative of the User.**
- (1) If the user is a corporation:
- The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions for the corporation; or
 - The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations. The manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater permit application requirements, and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (2) If the user is a partnership or sole proprietorship; a general partner or proprietor, respectively.
 - (3) If the user is a Federal, State, or local government facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - (4) The individuals described in paragraphs 1 through 3, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position from where the discharge originates or has overall responsibility for environmental matters for the company, and the written authorization is submitted to the Water Authority.
- D. **Best Management Practices or BMPs.** Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 2.1 A and B (40 CFR 403.5 a. (1) and b.). BMPs include treatment requirements, operating procedures and practices to control plant site run-off, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
- E. **Biochemical Oxygen Demand or BOD.** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty degrees centigrade (20° C), usually expressed as a concentration (e.g., mg/L).
- F. **Categorical Pretreatment Standard or Categorical Standard.** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307 b. and c. of the Act (33 U.S.C. Section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- G. **Categorical Industrial User.** An industrial user subject to a Categorical Pretreatment Standard or Categorical Standard.
- H. **Chemical Oxygen Demand or COD.** A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
- I. **Composite Sample.** A sample that is collected over time, formed either by continuous sampling or by mixing discrete samples. The sample may be composited either as a time composite sample: composed of discrete sample aliquots collected in one container at constant time intervals providing representative samples irrespective of stream flow; or as a flow proportional composite sample: collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots.
- J. **Control Authority.** The Western Virginia Water Authority.
- K. **Daily Maximum.** The arithmetic average of all effluent samples for a pollutant collected during a calendar day.
- L. **Daily Maximum Limit.** The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic

average measurement of the pollutant concentration derived from all measurements taken that day.

- M. **Director.** The person designated by the Executive Director of the Western Virginia Water Authority to direct the operations of the POTW, and who is charged with certain duties and responsibilities by these Rules and Regulations. The term also means a Duly Authorized Representative of the Executive Director (the Director of Wastewater Operations).
- N. **Environmental Protection Agency or EPA.** The U.S Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.
- O. **Executive Director of the Western Virginia Water Authority.** The person in responsible charge of ALL Wastewater Operations for the Water Authority to include the POTW.
- P. **Existing Source.** Any source of discharge that is not a “New Source”.
- Q. **General Prohibitions.** List of materials detailed in this policy which are not acceptable for discharge by any sewer User.
- R. **Grab Sample.** A sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.
- S. **Indirect Discharge or Discharge.** The introduction of pollutants into the POTW from any nondomestic source regulated under Section 307 b., c., or d. of the Act.
- T. **Instantaneous Limit.** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.
- U. **Interference.** A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its biosolids processes, use or disposal; and therefore, is a cause of a violation of the Water Authority’s NPDES permit or of the prevention of sewage biosolids use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State biosolids management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
- V. **Local Limit.** Specific discharge limits developed and enforced by the Water Authority upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5 a. (1) and b.
- W. **Medical Waste.** Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

- X. **Monthly Average.** The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.
- Y. **Monthly Average Limit.** The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.
- Z. **NAICS Code.** North American Industry Classification System. This system will eventually replace the S.I.C. Code.
- AA. **New Source.**
- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307 c. of the Act, that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:
- a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
 - c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantial independent factors, such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- (2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) b. or c. above, but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
- a. Begun, or caused to begin, as part of a continuous onsite construction program:
 - (i) Any placement, assembly, or installation of facilities or equipment; or
 - (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment.

- b. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operations within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies, do not constitute a contractual obligation under this paragraph.
- BB. **Noncontact Cooling Water.** Water used for cooling, which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- CC. **Pass Through.** A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Water Authority's NPDES permit, including an increase in the magnitude or duration of a violation.
- DD. **Person.** Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.
- EE. **pH.** A measure of the acidity or alkalinity of a solution, expressed in standard units.
- FF. **Pollutant.** Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
- GG. **Pretreatment.** The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
- HH. **Pretreatment Requirements.** Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.
- II. **Pretreatment Standards or Standards.** Pretreatment Standards shall mean prohibited discharge standards, Categorical Pretreatment Standards, and Local Limits.
- JJ. **Prohibited Discharge Standards or Prohibited Discharges.** Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 2.1 of these Rules and Regulations.
- KK. **Publicly Owned Treatment Works or POTW.** A "treatment works", as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the Western Virginia Water Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature, and any conveyances, which convey wastewater to a treatment plant.
- LL. **Septic Tank Waste.** Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

- MM. **Sewage.** Human excrement and gray water (household showers, dishwashing operations, etc.).
- NN. **Significant Industrial User (SIU).** Except as provided in paragraph (3) of this Section, a Significant Industrial User is:
- (1) An Industrial User subject to categorical Pretreatment Standards; or
 - (2) An Industrial User that:
 - a. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater);
 - b. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the Water Authority on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
 - (3) Upon finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the Western Virginia Water Authority may at any time, on its own initiative or in response to a petition received from a User, and in accordance with procedures in 40 CFR 403.8 (f) (6), determine that such User should not be considered a Significant Industrial User.
- OO. **Slug Load or Slug Discharge.** Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 2.1 of these Rules and Regulations. A Slug Discharge is any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the Water Authority's regulations, Local Limits or Permit conditions.
- PP. **Standard Industrial Classification (SIC) Code.** A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget. (Being replaced with NAICS)
- QQ. **Storm Water.** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- RR. **Total Suspended Solids.** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.
- SS. **User or Industrial User.** A source of indirect discharge.
- TT. **Wastewater.** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are discharged to the POTW.

UU. **Wastewater Treatment Plant or Treatment Plant.** That portion of the POTW which is designated to provide treatment of municipal sewage and industrial waste.

VV. **Water Authority.** The Western Virginia Water Authority.

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Prohibited Discharge Standards

A. **General Prohibitions.** No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW, whether or not they are subject to Categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

B. **Specific Prohibitions.** No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
- (2) Wastewater having a pH less than 5.0 or more than 12.5, or otherwise causing corrosive structural damage to the POTW or equipment;
- (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference such as ashes, cinders, sand, mud, straw, metal, glass, rags, feathers, tar, plastic, wood, under-ground garbage, paunch manure, hair and fleshing, entrails, paper products, slops, or bulk solids;
- (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW;
- (5) Wastewater having a temperature greater than 104°F (40°C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104°F (40°C);
- (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated by the Director of Wastewater Operations or designee, in accordance with Section 5.4 of these Rules and Regulations;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into sewers for maintenance or repair;

- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the Water Authority's NPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State and Federal regulations;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Director of Wastewater Operations or designee;
- (13) Sludge's, screenings or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes, except as specifically authorized by the Director of Wastewater Operations or designee in an individual wastewater discharge permit;
- (15) Wastewater causing, alone, or in conjunction with other sources, the treatment plant's effluent to fail toxicity tests;
- (16) Detergents, surface-active agents, or other substances which might cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 200 mg/L, whether emulsified or not, or containing substances which may solidify or become viscous at temperatures between thirty-two degrees and one hundred fifty degrees Fahrenheit (32°F and 150°F) (0°C and 65°C);
- (18) Discharges of antifreeze from vehicle servicing operations or other glycols that must be approved by the Director of Wastewater Operations or designee;
- (19) Toxic materials including, but not limited to, herbicides, fungicides, and pesticides unless approved/permitted for use by the Director of Wastewater Operations or designee; and
- (20) Hazardous waste pollutants, substances, or wastewater prohibited by this Section that shall not be processed or stored in such a manner that they could be discharged to the POTW.

2.2 National Categorical Pretreatment Standards

The Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, Parts 405-471 are hereby incorporated.

- A. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Director or designee may impose equivalent concentration or mass limits in accordance with Section 2.2 E and 2.2 F. (Note: See 40 CFR 403.6 c.)
- B. When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same standard, the Director or designee shall impose an alternate limit using the combined wastestream formula in 40 CFR 403.6 e.

- C. When the limits in a Categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director or designee may convert the limits to equivalent limitations expressed either as mass of pollutant discharge per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users. (Note: See 40 CFR 403.6 c.(2)).
- D. A CIU may obtain a net/gross adjustment to a Categorical Pretreatment Standard in accordance with the following paragraphs of this Section. (Note: See 40 CFR 403.15)
- (1) Categorical Pretreatment Standards may be adjusted to reflect the presence of pollutants in the Industrial User's intake water in accordance with this Section. Any Industrial User wishing to obtain credit for intake pollutants must make application to the Water Authority. Upon request of the Industrial User, the applicable Standard will be calculated on a "net" basis, (i.e., adjusted to reflect credit for pollutants in the intake water), if the requirements of paragraph (2) of this Section are met.
- (2) Criteria
- a. Either (i) the applicable Categorical Pretreatment Standards contained in 40 CFR Subchapter N specifically provide that they shall be applied on a net basis; or (ii) the Industrial User demonstrates that the control system it proposes or uses to meet applicable Categorical Pretreatment Standards would, if properly installed and operated, meet the Standards in the absence of pollutants in the intake waters.
- b. Credit for generic pollutants such as biochemical oxygen demand (BOD), total suspended solids (TSS), and oil and grease should not be granted unless the Industrial User demonstrates that the constituents of the generic measure in the User's effluent are substantially similar to the constituents of the generic measure in the intake water, or unless appropriate additional limits are placed on process water pollutants, either at the outfall or elsewhere.
- c. Credit shall be granted, only to the extent necessary to meet the applicable Categorical Pretreatment Standard(s), up to a maximum value equal to the influent value. Additional monitoring may be necessary to determine eligibility for credits and compliance with Standard(s) adjusted under this Section.
- d. Credit shall be granted only if the User demonstrates that the intake water is drawn from the same body of water as that into which the POTW discharges. The Water Authority may waive this requirement if it finds that no environmental degradation will result.
- E. When a Categorical Pretreatment Standard is expressed only in terms of pollutant concentrations, an Industrial User may request that the Director or designee convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Director or designee. The Water Authority may establish equivalent mass limits only if the Industrial User meets all the conditions set for the in Sections 2.2 E (1) a. through 2.2 E (1) e.
- (1) To be eligible for equivalent mass limits, the Industrial User must:

- a. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water usage during the term of its individual wastewater discharge permit;
- b. Currently use control and treatment technologies adequate to achieve compliance with the applicable Categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- c. Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operating conditions;
- d. Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the discharge; and
- e. Have consistently complied with all applicable Categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

(2) An Industrial User subject to equivalent mass limits must:

- a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- b. Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;
- c. Continue to record the facility's production rates and notify the Director of the POTW or designee whenever production rates are expected to vary by more than twenty percent (20%) from its baseline production rates determined in paragraph 2.2 E (1) c. of this Section. Upon notification of a revised production rate, the Director of the POTW or designee will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and
- d. Continue to employ the same or comparable water observation methods and technologies as those implemented pursuant to paragraphs 2.2 E (1) a. of this Section as long as it discharges under an equivalent mass limit.

(3) When developing equivalent mass limits, the Director or designee:

- a. Will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable Categorical Pretreatment Standard and the appropriate unit conversion factor;

- b. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - c. May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limits were not based on the use of dilution as a substitute for treatment pursuant to Section 2.6. The Industrial User must also be in compliance with Section 15.3 regarding the prohibition of bypass.
- F. The Director or designee may convert the mass limits of the Categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Director or designee.
- (Note: When converting such limits to concentration limits, the Director or designee will use the concentrations listed in the applicable subparts of 40 CFR Parts 414, 419, and 455 and document that dilution is not being substituted for treatment as prohibited by Section 2.6 of these Rules and Regulations (See 40 CFR 403.6 d.). In addition, the Director or designee will document how the equivalent limits were derived for any changes from concentration to mass limits, or vice versa, and make this information publicly available (See 40 CFR 403.6 c (7).)
- G. Once included in its permit, the Industrial User must comply with the equivalent limitations developed in Section 2.2 in lieu of the promulgated Categorical Standards from which the equivalent limitations were derived. (Note: See 40 CFR 403.6 c.(7))
- H. Many Categorical Pretreatment Standards specify one limit for calculating maximum daily discharge limitations and a second limit for calculating maximum Monthly Average or four (4) day average limitations. Where such Standards are being applied, the same production or flow figure shall be used in calculating both the average and the maximum equivalent limitation. (Note: See 40 CFR 403.6 c.(8))
- I. Any Industrial User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Director or designee within two (2) business days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Director or designee of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the original estimate of the long term average production rate. (Note: See 40 CFR 40.36 c. (9))

2.3 State Pretreatment Standards

The State of Virginia Pretreatment Standards located at 9 VAC 25-31-10, et seq. is hereby incorporated.

2.4 Local Limits

A. The Director or designee is authorized to establish Local Limits pursuant to 40 CFR 403.5 c. The following pollutant limits are established for the Western Virginia Water Authority’s Regional Water Pollution Control Plant. These limits were developed to protect against Pass Through, Interference, and violation of Water Quality Standards. No person shall discharge wastewater containing in excess of the following:

Parameter	Limit	Parameter	Limit
Arsenic	0.18 mg/L	Mercury	0.003 mg/L
BTEX (Benzene, Toluene, Ethyl benzene, and Xylene)	5.0 mg/L	Molybdenum	.07 mg/L
Cadmium	0.03 mg/L	Nickel	0.23 mg/L
Chromium, Total	1.95 mg/L	**Oils and Grease, Total	200 mg/L
Chromium VI	0.06 mg/L	pH	≥ 5.0 or ≤ 12.5
Color due to dyes & inks	750 A.D.M.I.	Selenium	0.02 mg/L
Copper	0.50 mg/L	Silver	0.32 mg/L
Cyanide	0.06 mg/L	***TPH (Non-Polar)	200 mg/L
Dissolved Solids: Total Chlorides and Total Sulfates	500 mg/L	****Temperature	150°F (65°C)
Fluoride	12.0 mg/L	Zinc	0.8 mg/L
Lead	0.3 mg/L		

** Applies to food services discharges and other discharges as deemed applicable by the Authority where fats, oils, and greases are primarily from animal and vegetable origins.

*** Normally used for Petroleum products.

**** To eliminate undue hazards for personnel working on the sewer lines.

(Note: The Water Authority reserves the right to establish a limit for any conservative parameter that may result in problems for the plant.)

B. The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for “total” metals unless indicated otherwise. The Director or designee may impose mass limitations in addition to, or in place of, the concentration-based limitations above.

C. The Director or designee may develop Best Management Practices (BMPs), by Rules and Regulations or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 2.1.

2.5 Right of Revision

The Western Virginia Water Authority reserves the right to establish, by Rules and Regulations or in wastewater discharge permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of these Rules and Regulations.

2.6 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Director or designee may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements or, in other cases when the imposition of mass limitations is appropriate.

SECTION 3 USE OF THE WATER AUTHORITY'S TREATMENT WORKS & TREATMENT FACILITY

3.1 Waste Disposal

It shall be unlawful for any person to place, deposit, or permit to be deposited in any condition that may be considered an unsanitary or unhygienic manner on public or private property with the Western Virginia Water Authority, or in any area under the jurisdiction of the Western Virginia Water Authority, any human or animal excrement, garbage, or other objectionable waste.

3.2 Wastewater Discharges

It shall be unlawful under State and Federal Law to discharge without an NPDES permit to any natural outlet within the Authority's jurisdiction or in any area under its jurisdiction. Wastewater discharges to the Authority's treatment works are not authorized unless permitted by the Director or designee in accordance with provisions of these Rules and Regulations.

3.3 Wastewater Disposal

Except as provided in these Rules and Regulations, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

SECTION 4 BUILDING SEWERS AND CONNECTIONS

4.1 Mandatory Connection of Sewer System

A. City of Roanoke

All new buildings must connect if existing public sewer is adjoining property. For existing buildings not connected, or for new buildings without adjoining public sewers, public sewer must be extended and the buildings connected in accordance with the requirements of the City of Roanoke and if determined to be feasible, by the Authority. A \$50 extension survey fee may be charged to estimate costs and determine feasibility.

B. Roanoke County

All new buildings must connect if existing public sewer is adjoining property. All new buildings or existing buildings with major repairs needed to septic tanks that are within three hundred (300) feet of public sewer must extend the public sewer and connect in accordance with the requirements of the County of Roanoke and if determined to be

feasible, by the Authority. A \$50 extension survey fee may be charged to estimate costs and determine feasibility.

4.2 Connection Permit

- A. No person shall uncover, make any connections with, use, alter, or disturb any wastewater sewer without first obtaining a written permit from the Authority.
- B. There shall be two (2) classes of permits for connections to the Authority Treatment Works and Treatment Facilities.

Class I – Residential
Class II – Industrial

In all cases, the owner shall make application for a permit to connect to the Authority's collection system on a form furnished by the Authority. The permit application shall be supplemented by wastewater information required to administer these Rules and Regulations.

4.3 Connection Costs

The costs and expenses incidental to the building sewer installation and connection to the Authority's collection system shall be borne by the owner. The owner shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

4.4 Separate Connections Required

A separate and independent building sewer shall be provided for every building except where one building stands at the rear of another on an interior lot, and no private sewer is available, or can be constructed to the rear building through an adjoining alley, courtyard, or driveway. When this occurs, the building sewer serving the front building may be extended to the rear building and the whole considered as one building sewer. The Authority assumes no obligation or responsibility for damage caused by, or resulting from, any single building sewer which serves two (2) buildings.

4.5 Existing Building Sewers

Existing building sewers may be used for connection of new buildings only when they are found, on examination and testing by the Director or designee, to meet the requirements of these Rules and Regulations.

4.6 Building Sewer Design

The size, slope, alignment, construction materials, trench excavation and backfill methods, pipe placement, jointing, and testing methods used in the construction and installation of a building sewer shall conform to the local jurisdiction's building and plumbing code or other applicable requirements of the Authority. In the absence of code provision or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society of Testing Materials (ASTM), and Virginia Department of Health (VDH) shall apply. Should a sampling manhole be required by the Authority, that manhole should meet the requirements found in the WVWA Water and Sewer Design and Construction Standards, Part 2 G 3. f. Sewer detail S-07. These standards can be found in the Water Authority's Engineering Department or on the Water Authority's web based portal. (www.westernvawater.org)

4.7 Building Sewer Elevation

Whenever practicable, the building sewer shall be brought to a building at an elevation below the basement floor. See the Authority's Design and Construction Standards for the specific requirements pertaining to sewer services to buildings. When a building sewer is too low to permit gravity flow to the Authority's sanitary sewer main, wastewater carried by such building sewer shall be pumped by an approved means and discharged to a gravity building sewer or directly to the Authority's sanitary sewer main. Any wastewater pump system required to address this situation shall be privately owned and maintained.

4.8 Surface Runoff and Groundwater Drains

- A. No person shall connect roof, foundation, areaway, parking lot, roadway, or other surface runoff or groundwater drains to any sewer which is connected to the Authority's collection system unless such connection is authorized in writing by the Director or designee. The connection of such drains shall conform to codes specified in Section 4.8 or as specified by the Director or designee as a condition of approval of such connection.
- B. Except as provided in Section 4.7 above, roof, foundation, areaway, parking lot, roadway or other surface runoff or groundwater drains shall discharge to natural outlets or storm sewers.

4.9 Conformance to Applicable Codes

The connection of a building sewer into the Authority's sanitary sewer main shall conform to the requirements of the local jurisdiction's building and plumbing code or other applicable requirements of the Authority, or the procedures set forth in appropriate specifications of the Commonwealth of Virginia Sewerage Regulations, Uniform Building Code of Virginia and the American Society of Testing Materials (ASTM). The connections shall be made gas-tight and water-tight, and verified by proper testing. Any deviation from the prescribed procedures must be approved in writing by the Director or designee before installation.

4.10 Connection Inspection

The applicant for a building sewer or other drainage connection permit shall notify the Director or designee when such sewer or drainage connection is ready for inspection prior to its connection to the Authority's sanitary sewer main. Such connection inspections and testing, as deemed necessary by the Director, shall be made by the Director or his appointed representative.

4.11 Excavation Guards and Property Restoration

Excavations for building sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Authority and the applicable local jurisdiction or Virginia Department of Transportation (VDOT).

4.12 Protection of Capacity for Existing Users

The Director or designee shall not issue a permit for any class of connection to the Authority's sanitary sewer main unless there is sufficient capacity, not legally committed to other users, in the treatment works and/or treatment facility. The Director or designee may permit such a connection if there are legally binding commitments to provide the needed capacity.

SECTION 5 PRETREATMENT OF WASTEWATER

5.1 Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with these Rules and Regulations, and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, and the prohibitions set out in Section 2.1 of these Rules and Regulations within the time limitations specified by the EPA, the State, or the Water Authority, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Water Authority for review, and shall be acceptable to the Water Authority before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Water Authority under the provisions of these Rules and Regulations.

5.2 Additional Pretreatment Measures

- A. Whenever deemed necessary, the Water Authority may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate, and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW, and determine the User's compliance with the requirements of these Rules and Regulations.
- B. The Water Authority may require any person discharging into the POTW install and maintain on their property, and at their expense, a suitable storage and flow control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors shall be provided when, in the opinion of the Water Authority, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the Director or designee, shall comply with the Water Authority's Fats, Oils, and Grease Discharge Policy, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with the Fats, Oils, and Grease Discharge Policy by the User at their expense.
- D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

5.3 Accidental Discharge/Slug Discharge Control Plans

The Water Authority shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Water Authority may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director or designee may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including nonroutine batch discharges;
- B. Description of stored chemicals;

- C. Procedures for immediately notifying the Water Authority of any accidental or Slug Discharge, as required by Section 8.6 of these Rules and Regulations; and
- D. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

5.4 Hauled Wastewater

- A. Discharge of liquid or solid wastes into the Sanitary Sewer System of the Western Virginia Water Authority is prohibited unless provided for within a temporary discharge permit or authorized by a Hauled Wastewater Permit or in emergency circumstances, by written authorization from the Executive Director of the Western Virginia Water Authority or Wastewater Operations Director or designee, issued in accordance with these Rules and Regulations. Discharge of wastes under such a permit or written authorization will be allowed only at authorized points in the system. Septic tank waste may be introduced into the POTW only at locations designated by the Director or designee in accordance with Section 2 of these Rules and Regulations or any other requirements established by the Western Virginia Water Authority. The hours of permitted discharge for wastewater haulers at this facility is 7:00 am to 7:00 pm.
- B. **Application for Discharge Permits.** No person or company shall discharge hauled wastes into the Sanitary Sewer System of the Authority until a discharge permit has been obtained in accordance with these Rules and Regulations. Such discharge permits will only be issued for the discharge of wastes from septic tanks, grease traps, privies, and sewer cleanings, and for the discharge of other non-hazardous materials and wastes which can be effectively and efficiently treated. Individuals or companies desiring to discharge such wastes to the system shall file an application with the Western Virginia Water Authority's Pretreatment Office for a discharge permit. Each separate vehicle performing work under the permit must be included in the permit application. Discharge permit application forms may be obtained from the Water Authority's website or by writing or calling the Western Virginia Water Authority.
- C. **Fee for Discharge Permits.** A one-time fee of \$25 shall be charged for each discharge permit application for the discharge of routine wastes from septic tanks, grease traps, privies, and sewer cleanings. A one-time fee of \$75 shall be charged for each discharge permit application for the discharge of other non-hazardous materials and wastes which can be effectively and efficiently treated by the Water Authority. The discharge permit application fee, payable to the Western Virginia Water Authority, must accompany the completed discharge permit application form. Application fees are non-refundable.
- D. **Deposit Requirements.** Effective July 1, 2012, new requests for a Waste Hauler Permit will be subject to deposit requirements. The hauler shall provide the Western Virginia Water Authority with such financial information as may be reasonably requested to establish that, as a Permittee, the hauler has the financial capability to pay discharge fees on a monthly basis. Based on the Water Authority's review of the information provided, the Water Authority reserves the right to impose reasonable requirements including a deposit as a condition of permit issuance.
 - (1) New Permittees Deposit Requirements

- a. New permittees projected to discharge less than ten (10) loads per month (based on annual calculations) are required to pay a minimum deposit of \$500 prior to permit approval and authorization to discharge.
 - b. New permittees projected to discharge ten (10) loads per month or more (based on annual calculations), or that use multiple trucks, are required to pay a minimum deposit of \$1500 prior to permit approval and authorization to discharge.
- (2) Existing Permittees Deposit Requirements
 - a. Existing permittees who have at least a two (2) year history of prompt payment with the Water Authority prior to March 15, 2012, and who are current with their billing as of June 30, 2012, may have the deposit requirement waived. The waiver, if granted, shall be revoked upon any instance where an invoice is overdue by thirty (30) days. The permittee will then be required to meet the new permittee deposit requirements.
 - b. Existing permittees who do not meet the criteria outlined in (2) a above, are required to pay the same deposit fees as for new permittees prior to July 1, 2012, based on the number of loads per month (using an annual basis for calculation).
- (3) Deposits will be carried over with the renewal of an existing permit. At renewal, a permittee may be required to pay a deposit if a deposit has not been paid. The permittee may be required to pay an increased deposit based on the permittee's payment history and the number of loads during the previous permit term.
- (4) At the expiration of a permit that is not being renewed, or upon written notice from a permittee that it is ceasing use of a permit, the Water Authority shall return the deposit to the permittee within sixty (60) days after all outstanding amounts due to the Water Authority have been deducted or paid. The permittee shall be liable for any remaining amounts due following application of the deposit.
- (5) Any increased deposit amounts collected above the minimum amount due to previous nonpayment may be refunded at the Water Authority's discretion if the permittee establishes a record of paying all septage discharge fees on time for a continuous period of twenty-four (24) months.
- (6) Monthly Billing Terms
 - a. Each permittee shall be invoiced for septage discharge fees on a monthly basis. Invoices are due and payable within thirty (30) days of the invoice date. Any balance that is not paid as of the due date will incur a late penalty of ten (10) percent of the balance or \$1.50, whichever is greater.
 - b. Permittees with unpaid balances more than forty-five (45) days past the invoice date shall have their discharge privileges suspended until payment is made in full. The permittee shall also be required to pay the minimum deposit if a deposit has not been paid previously, or pay an increased deposit, held by the Water Authority, to equal the average monthly billing of the permittee during the past six (6) month period.

- c. Permittees with unpaid balances more than sixty (60) days past the invoice date shall have their discharge permit revoked. The Water Authority will apply any deposits held and pursue other collection remedies for any remaining amounts unpaid. Permittees that wish to resume discharges will be required to make application as a new permittee and will be required to pay all past due amounts before new discharges will be accepted.

(7) Permit Transfers

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

(8) Remedies for Payment Default

- a. Any litigation or other legal proceedings which arise in connection with a payment default under the permit shall be conducted in a federal or state court located within or for the City of Roanoke, Virginia. By signing and accepting the permit, the permittee agrees to personal jurisdiction and venue in any federal or state court located within or for the City of Roanoke, Virginia, and hereby waives any defenses or objections thereto, including defenses based on the Doctrine of Forum Non Conveniens.
- b. If any action, motion or proceeding at law or in equity is instituted to enforce the payment obligations of the permittee, the prevailing party in such action or proceeding shall be entitled to an award of reasonable attorney's fees, costs, and necessary disbursements, as determined by a court of competent jurisdiction, in addition to any other relief to which said party may be entitled.

- E. **Vehicle Inspection.** A Wastewater discharge permit must be obtained prior to the issuance of a vehicle inspection permit through the Virginia Department of Health. Once the permitting process at the Water Authority is completed, the vehicle for which the permit will be issued shall be inspected by the Virginia Department of Health. The applicant must submit documentation demonstrating approval of the vehicle for use in waste hauling from the Virginia Department of Health to the Water Authority. Vehicles for which permits have been issued are subject to subsequent inspection by Water Authority personnel. Any items of nonconformance regarding the condition of the vehicle, which have developed since the permit was issued, may be noted by the inspector, and a written notice will be provided to the permittee notifying him or her of the need to correct the deficiency within a specific time limit.
- F. Waste haulers must provide a Residential, Restaurant Grease, or Industrial Waste tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, and names and addresses of sources of waste. Industrial Grease forms must also include the volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

SECTION 6 WASTEWATER DISCHARGE PERMITS

6.1 Wastewater Analysis

When requested by the Water Authority, a User must submit information on the nature and characteristics of its wastewater within ten (10) days of the request. The Water Authority is authorized to prepare a form for this purpose and may periodically require users to update this information.

6.2 Individual Wastewater Discharge Permit Requirements

- A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Water Authority's Pretreatment Office, except a Significant Industrial User that has filed a timely application pursuant to Section 6.3 of these Rules and Regulations may continue to discharge for the time periods specified therein.
- B. The Water Authority may require other Users to obtain wastewater discharge permits as necessary to carry out the purposes of these Rules and Regulations.
- C. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of these Rules and Regulations, and subjects the wastewater discharge permittee to the sanctions set out in Sections 12 through 14 of these Rules and Regulations. Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligations to comply with all Federal and State Pretreatment Standards or Requirements, or with any other requirements of Federal, State, and local law.

6.3 Individual Wastewater Discharge Permitting: Existing Connections

Any User required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of these Rules and Regulations, and who wishes to continue such discharges in the future, shall, within thirty (30) days after said date, apply to the Pretreatment Office of the Water Authority for a wastewater discharge permit in accordance with Section 6.5 of these Rules and Regulations, and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of these Rules and Regulations, except in accordance with a wastewater discharge permit issued by the Water Authority or one of its jurisdictions. Any existing permits for discharge to the POTW will remain in full force and effect for ninety (90) days after the effective date of these Rules and Regulations or until a permit is issued under these Rules and Regulations, whichever occurs first.

6.4 Individual Wastewater Discharge Permitting: New Connections

Any User required to obtain a wastewater discharge permit who proposes to begin or recommence discharging to the POTW must obtain such permit prior to beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 6.5 of these Rules and Regulations, must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

6.5 Individual Wastewater Discharge Permit Application Contents

A. All Users required to obtain an individual wastewater discharge permit must submit a permit application. The Water Authority may require all Users to submit, as part of an application, the following information:

(1) **Identifying Information.**

- a. The name and address of the facility, including the name of the operator and owner; and
- b. Contact information, description of activities, facilities, and plant production processes on the premises.

(2) **Environmental Permits.**

A list of any environmental control permits held by or for the facility.

(3) **Description of Operations.**

A brief description of the nature, average rate of production (including each product produced by type, amount, process, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which includes:

- a. Types of waste generated, and list of all raw materials and chemicals, used or stored at the facility, which are, or could accidentally or intentionally, be discharged to the POTW;
- b. Number and type of employees, hours of operation, and proposed or actual hours of operation;
- c. Type and amount of raw materials processed (average and maximum per day); and
- d. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.

(4) **Time and Duration of Discharges.**

(5) **The Location for Monitoring all Waste Covered by the Permit.**

(6) **Flow Measurement.**

Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary to allow use of the combined wastestream formula set out in Section 2.2 B (40 CFR 403.6 (e)).

(7) **Measurement of Pollutants.**

- a. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources;
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director or designee, of regulated pollutants in the discharge from each regulated process;
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported;
- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 8.9 of these Rules and Regulations. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Authority or the applicable Standards to determine compliance with the Standard; and
- e. Sampling must be performed in accordance with procedures set out in Sections 8.9 and 8.10 of these Rules and Regulations.

(8) Any requests for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 8.4 D (40 CFR 403.12 (e) (2)).

(9) Any other information as may be deemed necessary by the Water Authority to evaluate the permit application.

B. Incomplete or inaccurate applications will not be processed, and will be returned to the User for revision.

6.6 Application Signatories and Certification

A. All wastewater discharge permit applications, User reports, and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 8.13.

B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Water Authority prior to, or together with, any reports to be signed by an Authorized Representative.

6.7 Wastewater Discharge Permit Decisions

The Water Authority will evaluate the data furnished by the User and may require additional information. Within sixty (60) days of receipt of a complete wastewater discharge permit application, the Water Authority will determine whether to issue a wastewater discharge permit. The Water Authority may deny any application for a wastewater discharge permit.

SECTION 7 WASTEWATER DISCHARGE PERMIT ISSUANCE

7.1 Wastewater Discharge Permit Duration

A wastewater discharge permit shall be issued for a specified period, not to exceed five (5) years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Water Authority. Each wastewater discharge permit will indicate a specific date upon which it will expire.

7.2 Wastewater Discharge Permit Contents

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Water Authority to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate biosolids management and disposal, and protect against damage to the POTW.

A. Wastewater discharge permits must contain:

- (1) A statement that indicates wastewater discharge permit issuance date, expiration date, and effective date; (See Section 7.1)
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to the Water Authority in accordance with Section 7.4 of these Rules and Regulations, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
- (4) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or Best Management Practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;
- (5) The process for seeking a waiver from monitoring for a pollutant neither present, nor expected to be present, in the discharge in accordance with Section 8.4 B;
- (6) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;
- (7) Requirements to control Slug Discharge, if determined by the Director or designee to be necessary; and
- (8) Any grant of the monitoring waiver by the Director or designee (Section 8.4 B) must be included as a condition in the User's permit.

B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the pretreatment works;
- (3) Requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated or nonroutine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (5) The unit charge or schedule of User charges and fees for management of the wastewater discharged to the POTW;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
- (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the wastewater discharge permit; and
- (8) Other conditions as deemed appropriate by the Water Authority to ensure compliance with these Rules and Regulations, State and Federal laws, rules, and regulations.

7.3 Permit Modification

The Water Authority may modify a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
- B. To address significant alterations or additions to the User's operation, process, or wastewater volume, or character since the time of wastewater discharge permit issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge, information indicating that the permitted discharge poses a threat to the POTW, Water Authority personnel, or the receiving waters;
- D. Violation of any terms or conditions of the individual wastewater;
- E. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- E. Revision of, or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;
- F. To correct typographical or other errors in the wastewater discharge permit; or

- G. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 7.4.

7.4 Individual Wastewater Discharge Permit Transfer

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Water Authority and the Director or designee approves the wastewater discharge permit transfer. The notice to the Water Authority must include a written certification by the new owner or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

7.5 Wastewater Discharge Permit Revocation

The Director or designee may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to notify the Water Authority of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the Water Authority of changed conditions pursuant to Section 8.5 of these Rules and Regulations;
- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports and certification statements;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the Water Authority timely access to the facility premises and records;
- G. Failure to meet effluent limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

- M. Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or these Rules and Regulations.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits issued to a particular User are void upon the issuance of a new individual wastewater discharge permit to that User.

7.6 Individual Wastewater Discharge Permit Reissuance

A User with an expiring wastewater discharge permit shall apply for individual wastewater discharge permit reissuance by submitting a complete permit application, in accordance with Section 6.5 of these Rules and Regulations, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

7.7 Regulation of Waste Received from Other Jurisdictions

- A. If a municipality, or User, located within another municipality, contributes wastewater to the POTW of the Western Virginia Water Authority, the Director of Wastewater Operations for the Water Authority or designee shall enter into an inter-jurisdictional agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph A, above, the Director of Wastewater Operations or designee shall request the following information from the contributing municipality:
 - (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 - (2) An inventory of all Users located within the contributing municipality that are discharging to the POTW; and
 - (3) Such other information as the Director of Wastewater Operations or designee may deem necessary.
- C. An inter-jurisdictional agreement, as required by paragraph A, above, shall contain the following conditions:
 - (1) A requirement for the contributing municipality to adopt a sewer use ordinance/regulation, which is at least as stringent as these Rules and Regulations and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set forth in Section 2.4 of these Rules and Regulations. The requirement shall specify that such ordinance/regulation and limits must be revised as necessary to reflect changes made to the Western Virginia Water Authority's Rules and Regulations or Local Limits;
 - (2) A requirement for the contributing municipality to submit a revised User inventory on at least an annual basis;
 - (3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Director or designee; and which of these

activities will be conducted jointly by the contributing municipality and Water Authority;

- (4) A requirement for the contributing municipality to provide the Water Authority with access to all information that the contributing municipality obtains as part of its pretreatment activities;
- (5) Limits on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
- (6) Requirements for monitoring the contributing municipality's discharge;
- (7) A provision ensuring the Water Authority access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director or designee; and
- (8) A provision specifying remedies available for breach of the terms of the inter-jurisdictional agreement.

SECTION 8 REPORTING REQUIREMENTS

8.1 Baseline Monitoring Reports

- A. Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6 a. (4), whichever is later, existing Categorical Industrial Users currently discharging to, or scheduled to discharge to the POTW, shall submit to the Water Authority a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall submit to the Water Authority a report which contains the information listed in paragraph B, below. A New Source shall report the method of pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below.
 - (1) **Identifying Information.** The name and address of the facility, including the name of the operator and owner.
 - (2) **Environmental Permits.** A list of any environmental control permits held by or for the facility.
 - (3) **Description of Operations.** A brief description of the nature, average rate of production, (including each product produced by type, amount, process, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.

- (4) **Flow Measurement.** Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6 (e).
- (5) **Measurement of Pollutants.**
- a. The User shall provide the information required in Section 6.5 A (7) a. through d.
 - b. The User shall take a minimum of one representative sample to compile the data necessary to comply with the requirement of this paragraph.
 - c. Samples should be taken immediately downstream from pretreatment facilities if such exist, or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6 (e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6 (e), this adjusted limit, along with supporting data, shall be submitted to the Water Authority.
 - d. Sampling and analysis shall be performed in accordance with Section 8.10 of these Rules and Regulations.
 - e. The Director or designee may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
 - f. The baseline report shall indicate the time, date, and place of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) **Compliance Certification.** A statement, reviewed by the User's Authorized Representative, as defined in Section 1.4 C and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.
- (7) **Compliance Schedule.** If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment information or O&M Manual must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 8.2 of these Rules and Regulations.

- (8) **Signature and Report Certification.** All baseline monitoring reports must be certified in accordance with Section 8.13 A of these Rules and Regulations and signed by an Authorized Representative as defined in Section 1.4 C.

8.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 8.1 B (7) of these Rules and Regulations.

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards. Such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation;
- B. No increment referred to above shall exceed nine (9) months;
- C. The User shall submit a progress report to the Water Authority no later than fourteen (14) days following each date in the schedule and the final date of compliance, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to the Water Authority.

8.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Water Authority a report containing the information described in Sections 6.5 A (6) and (7), and 8.1 B (5) of these Rules and Regulations. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6 c., this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit or production, (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 8.13 A of these Rules and Regulations.

8.4 Periodic Compliance Reports

- A. All Significant Industrial Users shall, at a frequency determined by the Water Authority, but in no case less than twice per year, (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by Pretreatment Standards, and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User must submit documentation required by the Water Authority or the Pretreatment Standard necessary to determine the compliance status of the User.

- B. The Water Authority may authorize an Industrial User subject to a Categorical Pretreatment Standard to forego sampling of a pollutant regulated by a Categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User. (See 40 CFR 403.12 (e))
- (2)) This authorization is subject to the following conditions:
- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility, provided the sanitary wastewater is not regulated by an applicable Categorical Standard and otherwise includes no process wastewater.
 - (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than five (5) years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 6.5 A (8).
 - (3) In making a demonstration that a pollutant is not present, the Industrial User must provide data from at least one sampling of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes.
 - (4) The request for a monitoring waiver must be signed in accordance with Section 1.4 C and include the certification statement in Section 8.13 A (40 CFR 403.6 a (2)(ii)).
 - (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR 136 with the lowest minimum detection level for that pollutant was used in the analysis.
 - (6) Any grant of the monitoring waiver by the Director or designee must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Water Authority for three (3) years after the expiration of the waiver.
 - (7) Upon approval of the monitoring waiver and revision of the User's permit by the Director or designee, the Industrial User must certify on each report with the statement in Section 8.13 C that there has been no increase in the pollutant in its wastestream due to activities of the Industrial User.
 - (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements of Section 8.4 A or other more frequent monitoring requirements imposed by the Director or designee, and the Director or designee must be notified.
 - (9) This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.

- C. All periodic compliance reports must be signed and certified in accordance with Section 8.13 A of these Rules and Regulations.
- D. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- E. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Water Authority, using the procedures prescribed in Section 8.10 of these Rules and Regulations, the results of this monitoring shall be included in the report. (Note: See 40 CFR 403.12 (g) (6))

8.5 Reports of Changed Conditions

Each User must notify the Director of Wastewater Operations or designee of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

- A. The Water Authority may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6.5 of these Rules and Regulations.
- B. The Water Authority may issue a wastewater discharge permit under Section 7.6 of these Rules and Regulations or modify an existing wastewater discharge permit under Section 7.3 of these Rules and Regulations in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, significant changes include, but are not limited to, flow increases or decreases of twenty percent (20%) or greater, and the discharge of any previously unreported pollutants.

8.6 Reports of Potential Problems

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that may cause potential problems for the POTW, the User shall immediately telephone and notify the Water Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- B. Within five (5) days following such discharge, the User shall, unless waived by the Water Authority, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability, which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to these Rules and Regulations.

- C. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedure.
- D. Significant Industrial Users are required to notify the Director or designee immediately of any changes in its facility affecting the potential for a Slug Discharge.

8.7 Reports from Unpermitted Users

All Users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Water Authority as the Water Authority may require.

8.8 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the Water Authority within twenty-four (24) hours of becoming aware of the violation. The User shall order repeat sampling and analysis and submit the results of the repeat analysis to the Water Authority within thirty (30) days after becoming aware of the violation. The User is not required to resample if the Water Authority monitors at the User's facility at least once a month, or if the Water Authority samples between the time when the initial sampling was conducted and the time when the User receives the results of this sampling.

If the Water Authority performed the sampling and analysis in lieu of the Industrial User, the Water Authority will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat sampling and analysis. (See 40 CFR 403.12 (g) (2))

8.9 Analytical Requirements

All pollutant analyses, including sampling techniques to be submitted as part of a wastewater discharge permit application or report, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling and analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director, designee or other parties approved by the EPA.

8.10 Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- A. Except as indicated in Sections B and C, below, the User must collect wastewater samples using twenty-four (24) hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director or designee. Where time-proportional composite sampling or grab sampling is authorized by the Water Authority, the samples must be representative of the discharge. Using protocols, including appropriate preservation specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a twenty-four (24) hour period may be composited prior to the analysis as follows:

For cyanide, total phenols, and sulfides, the sample may be composited in the laboratory or in the field; for volatile organics, and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Director or designee, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits. In the event flow proportional sampling is feasible, the Authority may authorize the use of time proportional sampling, or a minimum of four (4) grab samples where the User demonstrates that this will provide a representative sample of the effluent being discharged.

- B. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- C. For sampling required in support of baseline monitoring and ninety (90) day compliance reports required in Section 8.1 and 8.3 (40 CFR 403.12 b. and d.), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director or designee may authorize a lower minimum number of grab samples. For the reports required by paragraphs Section 8.4 (40 CFR 403.12 e. and h.), the Industrial User is required to collect the number of grab samples necessary to assess compliance with applicable Pretreatment Standards and Requirements.

8.11 Date of Receipt of Reports

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed postage prepaid into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.

8.12 Record Keeping

Users subject to the reporting requirements of these Rules and Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by these Rules and Regulations, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 2.4 C. Records shall include the date, exact place, method, time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or Water Authority, or where the User has been specifically notified of a longer retention period by the Director or designee.

8.13 Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver

The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 6.6; Users submitting Base Line Monitoring Reports under Section 8.1 B (8) (Note: See 40 CFR 403.12 (l)). Users submitting reports on compliance with the Categorical Pretreatment Standard deadlines under Section 8.3 (Note: See 40 CFR 401.12 d.). Users submitting periodic compliance reports required by Section 8.4 A C

(Note: See 40 CFR 403.12 (e) and (h)) and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 8.4 B (4) (Note: See 40 CFR 403.12 (e) (2) (iii)). The following certification statement must be signed by an Authorized Representative as defined in Section 1.4 C:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 8.4 B must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User. (Note: See 40 CFR 403.12 (e) (2) (v))

"Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR (specify applicable National Pretreatment Standard part(s)), I certify that, to the best of my knowledge and belief, there has been no increase in the level of (list pollutant(s)) in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 8.4 A."

SECTION 9 COMPLIANCE MONITORING

9.1 Right of Entry: Inspection and Sampling

The Water Authority shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of these Rules and Regulations and any wastewater discharge permit or order issued hereunder. Users shall allow the Water Authority ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a User has security measures in force, which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Water Authority will be permitted to enter immediately for the purposes of performing specific responsibilities.
- B. The Water Authority shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operation.
- C. The Water Authority may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually to ensure their accuracy.

- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Water Authority and shall not be replaced. The costs of clearing such access shall be borne by the User.
- E. Unreasonable delays in allowing the Water Authority access to the User's premises shall be a violation of these Rules and Regulations.

9.2 Search Warrants

If the Water Authority has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of these Rules and Regulations, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Water Authority designed to verify compliance with these Rules and Regulations or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director or designee may seek issuance of a search warrant from the General District Court of Roanoke.

SECTION 10 CONFIDENTIAL INFORMATION

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from the Water Authority's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Water Authority, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User, furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the VPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents, characteristics, and other "effluent data" as defined by 40 CFR 2.302 shall not be recognized as confidential information and be available to the public without restriction.

SECTION 11 PUBLICATION OF USERS IN SIGNIFICANT NONCOMPLIANCE

The Water Authority shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Users, which, during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraph C, D, or H of this Section) and shall mean:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 1.4 and 2;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period exceed the product of the numeric Pretreatment Standard

or Requirement including Instantaneous Limits, as defined by Section 1.4 and 2 multiplied by the appropriate criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

- C. Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long-term average instantaneous limit, or narrative standard) that the Water Authority determines has caused, alone, or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- D. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Water Authority's exercise of its emergency authority to halt or prevent such a discharge;
- E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules.
- G. Failure to accurately report noncompliance; or
- H. Any other violation(s), which may include a violation of Best Management Practices, which the Water Authority determines will adversely affect the operation or implementation of the local pretreatment program.

SECTION 12 ADMINISTRATIVE ENFORCEMENT REMEDIES

12.1 Notification of Violation

When the Water Authority finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Authority may serve upon that User a written Notice of Violation (NOV). Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User of the Water Authority. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Water Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

12.2 Consent Orders

The Water Authority may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents will include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 12.4 and 12.5 or these Rules and Regulations and shall be judicially enforceable.

12.3 Show Cause Hearing

The Water Authority may order a User which has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director of Wastewater Operations or designee and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing date. Such notice may be served on any Authorized Representative of the User as defined in Section 1.4 C and required by Section 6.6 A. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

12.4 Compliance Orders

When the Water Authority finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Authority may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be disconnected unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

12.5 Cease and Desist Orders

When the Authority finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Water Authority may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

12.6 Administrative Fines

- A. When the Water Authority finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Authority may fine such User in an amount not to exceed \$2,500.00. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

- B. Unpaid charges, fines, and penalties shall, after ten (10) calendar days, be assessed an additional penalty on unpaid balances, and interest shall accrue thereafter per month, in accordance with the Western Virginia Water Authority's Rates and Fees. A lien against the User's property will be sought for unpaid charges, fines, and penalties.
- C. Users desiring to dispute such fines must file a written request for the Water Authority to reconsider the fine along with full payment of the amount within ten (10) calendar days of being notified of the fine. When a request has merit, the Director or designee may convene a hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The Water Authority may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- D. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.

12.7 Emergency Suspensions

The Water Authority may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Water Authority may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director of Wastewater Operations or designee may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director of Wastewater Operations or designee may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Water Authority that the period of endangerment has passed, unless the termination proceedings, Section 12.8 of these Rules and Regulations, is initiated against the User.
- B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Water Authority prior to the date of any show cause or termination hearing under Sections 12.3 or 12.8 of these Rules and Regulations.

Nothing in this section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this section.

12.8 Termination of Discharge

In addition to the provisions in Section 7.5 of these Rules and Regulations, any User who violates the following conditions is subject to discharge termination:

- A. Violation of wastewater discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;

- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- E. Violation of the Pretreatment Standards in Section 2 of these Rules and Regulations.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 12.3 of these Rules and Regulations why the proposed action should not be taken. Exercise of this option by the Water Authority shall not be a bar to, or a prerequisite for, taking any other action against the User.

SECTION 13 JUDICIAL ENFORCEMENT REMEDIES

13.1 Injunctive Relief

When the Water Authority finds that a User has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Water Authority may petition the Commonwealth of Virginia Courts through the Western Virginia Water Authority's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by these Rules and Regulations on activities of the User. The Water Authority may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against the User.

13.2 Civil Penalties

- A. A User who has violated, or continues to violate, any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the Water Authority for a maximum civil penalty of \$2,500.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The Water Authority may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Water Authority.
- C. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions taken by the User, the compliance history of the User, and any other factors as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

13.3 Criminal Prosecution

- A. A User who willingly or negligently violates any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be punishable by a fine of not more than \$2,500.00 per violation, per day, in accordance with Roanoke City Code, Chapter 22 and Roanoke County Code, Chapter 18, Division III, Article IV.
- B. A User who willingly or negligently introduces any substance into the POTW which causes personal injury or property damage shall be subject to a penalty of at least \$2,500.00, in accordance with Roanoke City Code, Chapter 22 and Roanoke County Code, Chapter 18, Division III, Article IV. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- C. A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to these Rules and Regulations, wastewater discharge permit, or order issued hereunder, or falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these Rules and Regulations shall, upon conviction, be punished by a fine of not more than \$2,500.00 per violation, per day in accordance with Roanoke City Code, Chapter 22 and Roanoke County Code, Chapter 18, Division III, Article IV.
- D. In the event of a second conviction, a User shall be punished by a fine of not more than \$2,500.00 per violation, per day, in accordance with Roanoke City Code, Chapter 22 and Roanoke County Code, Chapter 18, Division III, Article IV.

13.4 Remedies Nonexclusive

The remedies provided for in these Rules and Regulations are not exclusive. The Water Authority may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the Water Authority's enforcement response plan. However, the Water Authority may take other action against any User when the circumstances warrant. Further, the Water Authority is empowered to take more than one enforcement action against any noncompliant User.

SECTION 14 SUPPLEMENTAL ENFORCEMENT ACTION

14.1 Performance Bonds

The Water Authority may decline to issue or reissue a wastewater discharge permit to any User who has failed to comply with any provision of these Rules and Regulations, a previous wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to the Water Authority, in a sum not to exceed a value determined by the Water Authority to be necessary to achieve consistent compliance.

14.2 Liability Insurance

The Water Authority may decline to issue or reissue a wastewater discharge permit to any User who has failed to comply with any provision of these Rules and Regulations, a previous wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or

Requirement, unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

14.3 Payment of Outstanding Fees and Penalties

The Director or designee may decline to issue or reissue an individual wastewater discharge permit to any User who has failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of these Rules and Regulations, a previous individual wastewater discharge permit, or order issued hereunder.

14.4 Water Supply Severance

Whenever a User has violated or continues to violate any provision of these Rules and Regulations, a wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will only recommence, at the User's expense, after it has satisfactorily demonstrated its ability to comply.

14.5 Public Nuisances

A violation of any provision of these Rules and Regulations, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Director or designee. Any person(s) creating a public nuisance shall be subject to the provisions of the Sewer User Ordinance of the City of Roanoke, Section 26-66 d. and Roanoke County Code, Section 18-174 d. governing such nuisances, including reimbursing the Water Authority for any costs incurred in removing, abating, or remediating said nuisance.

14.6 Contractor Listing

Users which have not achieved compliance with applicable Pretreatment Standards or Requirements are not eligible to receive a contractual award for the sale of goods or services to the Water Authority. Existing contracts for the sale of goods or services to the Water Authority held by a User found to be in Significant Noncompliance with Pretreatment Standards or Requirements may be terminated at the discretion of the Director or designee.

SECTION 15 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

15.1 Upset

- A. For purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards if the requirements of paragraph C, below, are met.
- C. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous logs, or other relevant evidence that:

- (1) An upset occurred and the User can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The User has submitted the following information to the Water Authority within twenty-four (24) hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five (5) days.
 - a. A description of the indirect discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with Categorical Pretreatment Standards.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

15.2 Prohibited Discharge Standards

- A. Users shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.1 A of these Rules and Regulations or the specific prohibitions in Section 2.1 B (3) through 2.1 B (7), or 2.1 B (9) through 2.1 B (20) of these Rules and Regulations, if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either;
- B. A local limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or
- C. No local limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the Water Authority was regularly in compliance with its VPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements.

15.3 Bypass

- A. For the purposes of this section;

- (1) "Bypass" means the intentional diversion of wastestreams from any portion of a User's treatment facility.
- (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities, which causes them to become inoperable, or substantial, and permanent loss of natural resources, which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs C and D of this Section.

C. Bypass Notifications

- (1) If a User knows in advance of the need for a bypass, it shall submit prior notice to the Water Authority, at least ten (10) days before the date of the bypass, if possible.
- (2) A User shall submit oral notice to the Water Authority of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause, the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue, and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Water Authority may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

D. Bypass

- (1) Bypass is prohibited, and the Water Authority may take an enforcement action against a User for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The User submitted notices as required under paragraph C of this Section.
- (2) The Water Authority may approve an anticipated bypass, after considering its adverse effects, if the Water Authority determines that it will meet the three (3) conditions listed in paragraph D (1) of this Section.

SECTION 16 MISCELLANEOUS PROVISIONS

16.1 Pretreatment Charges and Fees

The Water Authority may adopt reasonable fees for reimbursement of costs of setting up and operating the Water Authority's Pretreatment Program, which may include:

- A. Fees for wastewater discharge permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by users;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals; and
- E. Other fees the Authority may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by these Rules and Regulations and are separate from all other fees, fines, and penalties chargeable by the Water Authority.

16.2 Severability

If any provision of these Rules and Regulations is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

SECTION 17 EFFECTIVE DATE

These Rules and Regulations shall be in full force and effect immediately following its passage, approval, and publication by the Board of the Western Virginia Water Authority, as provided by law.

References:

EPA Model Pretreatment Ordinance (January 2007)
Sewer User Ordinance of the City of Roanoke
Sewer User Ordinance of Roanoke County

News

Reservoir Levels (/Home/Components/News/News/5373/211?backlist=%2fwater%2fwater-sources-and-treatment%2fdrought-contingency-plan)

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Drought Contingency Plan



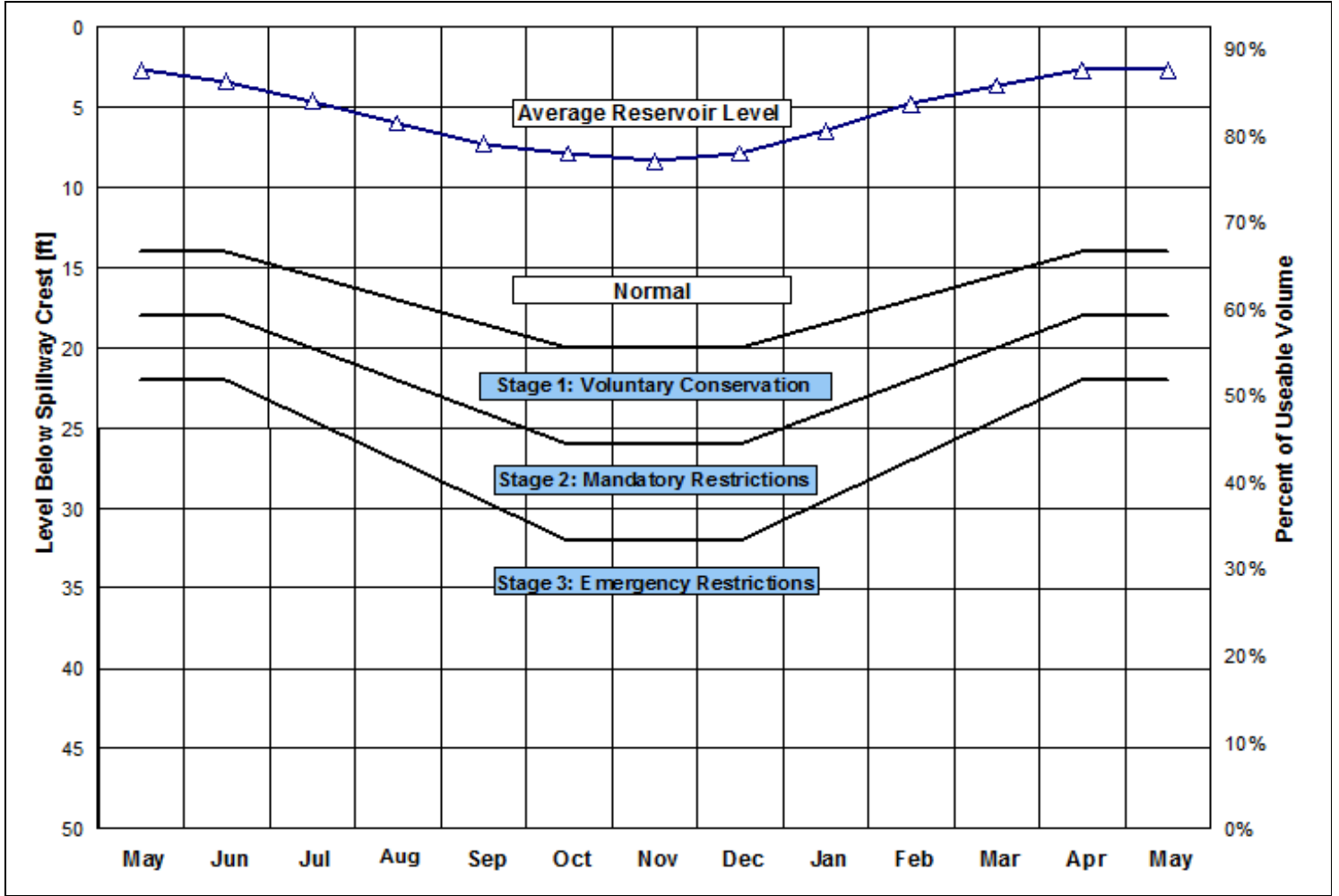
The Western Virginia Water Authority's Drought Contingency Plan is based on the Carvins Cove reservoir levels during a particular month of the year. Declining reservoir levels, as indicated in the drought operation curves below, will trigger specific water use restrictions.

Using today's [Carvins Cove Reservoir level](https://www.westernvawater.org/water/reservoir-levels-copy), (<https://www.westernvawater.org/water/reservoir-levels-copy>) you can see what restrictions, if any, are currently in place. For example, if the reservoir level in January is 20 feet below the spillway, customers in the Authority's service area would be asked to voluntarily conserve water.

To view the action steps for each stage of water use restrictions, click on the links below:

- [Voluntary Conservation Action Steps](https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/voluntary-conservation-action-steps) (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/voluntary-conservation-action-steps>).
- [Mandatory Conservation Action Steps](https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/mandatory-conservation-action-steps) (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/mandatory-conservation-action-steps>).

- Emergency Restrictions Action Steps (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/emergency-restrictions-action-steps>)



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Reservoir Levels (/Home/Components/News/News/5373/211?backlist=%2fwater%2fwater-sources-and-treatment%2fdrought-contingency-plan%2fvoluntary-conservation-action-steps)

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Voluntary Conservation Action Steps

Stage 1: Voluntary Conservation Action Steps

The first stage in the Authority's Drought Contingency Plan is Voluntary Conservation. During this first stage, customers will be asked to voluntarily reduce their indoor and outdoor water consumption. If drought conditions worsen, Mandatory Restrictions (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/mandatory-conservation-action-steps>) will be enacted. Action steps include:

1. Customers will be asked to reduce outdoor water use by only using water before 10 a.m. and after 7 p.m. and by:
 - Reducing turf watering;
 - Using a broom, not the hose, to clean driveways and sidewalks;
 - Reducing vehicle washing;
 - Using bucket watering instead of hose watering when possible; and
 - Turning off ornamental fountains.
2. Customers will be asked to reduce indoor water use by:
 - Identifying and repairing leaks (<https://www.westernvawater.org/learn/leaks>);
 - Turning off the water while shaving, brushing teeth, etc;
 - Reducing shower time to five minutes or taking baths with less water;
 - Only using the clothes washer and dishwasher machines when there are full loads;
 - Storing water in the refrigerator instead of running it to get it cold; and
 - Installing water-saver devices in the home, such as low-flow toilets and shower heads.
3. The Western Virginia Water Authority will maximize alternative water sources such as stand-by wells.

The Authority reserves the right to modify this plan as conditions change.

If you have questions about the Authority's Drought Contingency Plan

(<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan>), please contact Customer Service (<https://www.westernvawater.org/about-us/contact-us>).

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Mandatory Conservation Action Steps

Stage 2: Mandatory Restrictions Action Steps

As drought conditions worsen, customers are required to reduce their water use. In addition to the steps in place under Voluntary Conservation (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/voluntary-conservation-action-steps>), the following Mandatory Restrictions will be in place:

- Customers will only be permitted to water shrubbery, trees, lawns, grass, plants or other outdoor vegetation one time per week and only before 10 a.m. and after 7 p.m.;
- Golf courses will only be allowed to be watered before 10 a.m. and after 7 p.m.;
- Washing vehicles except from a bucket or other container not exceeding three-gallons in capacity or with recycled water will be prohibited;
- Washing driveways, sidewalks, exteriors of homes or other outdoor surfaces will be prohibited; however, any person regularly engaged in the business of washing such areas shall be permitted to use water for such purposes as long as the amount of water being used is minimized;
- The operation of any ornamental fountain or similar structure using water will be prohibited;
- The water level in swimming pools may be supplemented only to the extent necessary to preserve structural integrity or to provide for the safe operation of the pool's chemical feed equipment;
- Restaurants and similar establishments will be prohibited from serving water unless specifically requested by the customer;
- Residential sewer exemption credits will be suspended;
- Flow-testing of fire hydrants will not be permitted; and
- The Authority will assist non-residential customers in developing water conservation plans.
- Customers who do not abide by these mandatory restrictions will be subject to an educational warning letter for the first offense and charged the Authority's published Administrative Compliance Fee (<https://www.westernvawater.org/learn/customer-information/rates-and-fees>) for subsequent offenses.

The Authority reserves the right to modify this plan as conditions change.

If drought conditions worsen, Emergency Restrictions (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/emergency-restrictions-action-steps>) will be enacted.

If you have questions about the Authority's Drought Contingency Plan (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan>), please contact Customer Service (<https://www.westernvawater.org/about-us/contact-us>).

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Emergency Restrictions Action Steps

Stage 3: Emergency Restrictions Action Steps

During the continued existence of extraordinary drought conditions, the Western Virginia Water Authority may require that certain uses of water not essential to public health, safety and welfare be curtailed. In addition to the action steps in place under Voluntary Conservation (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/voluntary-conservation-action-steps>) and Mandatory Restrictions (<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan/mandatory-conservation-action-steps>), the following Emergency Restrictions will be in effect:

- All public water uses not required for health or safety will be prohibited;
- Fire hydrant use will only be permitted for fire protection;
- Watering outdoor vegetation will be prohibited, except from a watering can or other container not exceeding three-gallons in capacity or with recycled water. Any person regularly engaged in the sale of plants will be permitted to irrigate only in amounts necessary to prevent the loss of nursery stock;
- Golf courses will not be permitted to water fairways, and greens can only be watered before 10 a.m. and after 12 midnight;
- The filling or refilling of swimming pools or wading pools will be prohibited; and
- Residential customers who exceed the greater of 5,000 gallons per month of consumption or use more than their base usage for the same period in the previous year will be charged two-times the prevailing second-tier consumption rates for their first month's violation and for each subsequent violation. Residential customers who continue to exceed the greater of 5,000 gallons per month of consumption or use more than their base usage for the same period in the previous year will be subject to water service termination and reconnection fees.

The Authority reserves the right to modify this plan as conditions change.

If you have questions about the Authority's Drought Contingency Plan

(<https://www.westernvawater.org/water/water-sources-and-treatment/drought-contingency-plan>), please contact Customer Service (<https://www.westernvawater.org/about-us/contact-us>).

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