

Patrick County Public Service Authority

106 Rucker Street
P.O. Box 6
Stuart, Virginia 24171
Phone (276) 693-2101



General Business Policies & Development Rules & Regulations Manual

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[Development Rules and Regulations](#)



GENERAL BUSINESS POLICIES

The Patrick County Public Service Authority (Authority) rates, fees, and penalties referred to in this document are reflected in the Approved Rates and Fees Schedule as amended.

1. INTRODUCTION

The purpose of this publication is to establish and furnish information on the policies, rules, and regulations which have been adopted by the Patrick County Public Service Authority of Patrick County, Virginia in accordance with the Virginia Water and Waste Authorities Act.

2. MISSION STATEMENT

The Patrick County Service Authority is committed to providing safe, high quality water services to our community; while maintaining excellence in customer service; environmental conservation; and to anticipate the greater needs of the community through systematic expansion where economically possible.

3. NON-DISCRIMINATION

The Authority operates in a non-discriminatory basis with regards to race, color, national origin, religion, sex, familial status, age, or handicap. Complaints of discrimination may be sent to the U.S. Secretary of Agriculture, Washington DC 20250.

4. PRIVACY POLICY

The Authority will not release to anyone other than staff, counsel for the Authority, a collection agent, or the customer, any information concerning an account, payment history, address, telephone number, social security number, or other information in the file except in response to a valid court order, valid FOIA request, or the customer's direct authorization.

5. BOARD OF DIRECTORS

The Authority is governed by a seven member Board of Directors appointed by the Patrick County Board of Supervisors representing each of the county's magisterial districts, one citizen at-large member, and one supervisor at-large member. Board appointments are for a four-year term and, at its July meeting, the Board elects a Chairman, Vice-Chairman, and a Secretary/Treasurer. The Board may adopt and amend by-laws, policies, rules and regulations as may be deemed necessary by the Board.

6. BOARD OF DIRECTORS APPROVAL

The Board of Directors will review and approve any policy, rule, or regulation of the Authority that:

- Has a significant financial impact on the Authority in any given fiscal year, or that will have a significant financial impact on the future annual budget(s).
- Has a significant and regular impact on any customers, or potential customers, of the Authority.
- The Board of Directors deems as requiring their approval.

7. EXECUTIVE DIRECTOR'S AUTHORITY

With the exception of those situations listed in Section 6 above, the Board of Directors has authorized the Executive Director to draft, review, and approve policies, rules, and or regulations of the Authority that:

- Relate to the efficient and safe operation of the Authority
- Do not have a significant financial impact on the Authority
- Provide for the operational details needed to carry out policies, rules, and or regulations approved by the Board of Directors.

The Executive Director may modify and append any policy, rule, or regulation to correct grammatical or typographical errors, to renumber or rename, or to revise the language for clarification provided that any such changes to documents approved by the Board of Directors shall only be done without making any change to the intent of the policy, rule, or regulation or the manner in which it is to be carried out.

The Board of Directors shall be provided with a copy of any new or modified policy, rule or regulation at least annually at a Regular Board Meeting.

8. AUTHORITY FORMS AND OTHER PUBLIC INFORMATION

- Authority By-laws (Exhibit 1)
- Mandatory Connection Policy for Facilities (Exhibit 2)
- Cross-Connection Control Program & Plan (Exhibit 3)
- Service Agreement Form (Exhibit 4 and 4-A)
- Landlord Authorization Form (Exhibit 5)
- Service Order Turn On Form, Schedule A (Exhibit 6)
- Service Order Turn-Off Form, (Exhibit 6-A)
- Fees & Rates Schedules (Exhibit 7)

9. SERVICE TURN ON / TURN OFF REQUESTS

1. Customers are requested to sign up for water and/or sewer services or terminate services in person at the Authority's office located at 106 Rucker Street, Suite 218 during regular business hours, Monday through Friday, 8:00 am to 4:30 pm ET. Customers who fail to sign up for service may be subject to an *Administrative Non-*

compliance Fee (Exhibit 7) to cover cost of services provided.

2. The Authority shall accept, review, and render decisions on applications for service to the premises described in the application from any person, group, firm, corporation, or association, who are owners of, or legally represent the owners of, real property or who are tenants of real property within the Authority's service area. The Authority reserves the right to approve, revise, request additional data, design, or to disapprove any such application or plans pertinent thereto, which in the opinion of the Authority is in the best interest of the Authority.

3. **PROPERTY OWNER**

In order for a property owner to sign up for service, the owner (applicant) must bring and present the following items to the Authority for review at the time of application.

- Applicant's Photo Identification
- Applicant's Social Security Number or Applicant's Federal Tax ID Number.
- Proof of property ownership which may include one of the following items:
 - Current deed to the property
 - Current Patrick County real estate tax ticket for the property
 - Current print out from the Commissioner of Revenue's Office verifying ownership
- If the property is currently being purchased by the applicant, the purchaser must bring a copy of the sales contract or a letter written and signed by the real estate agent, closing attorney, or current property owner, with the expected closing date specified. If the service is requested prior to the closing date, the purchaser must provide a letter from the current property owner verifying early occupancy by the purchaser.
- *Security Deposit* (Exhibit 7)
- *Initial Application for Service Fee* (Exhibit 7)
- *Service Cut-on Fee* (Exhibit 7)
- Applicable *Connection Fee* (Exhibit 7)
- Applicable *Tap Fee* (Exhibit 7)
- Applicable *Extension Fee* (Exhibit 7)

4. **TENANT / RENTER**

In order for a tenant at a rental property to sign up for service, the tenant (applicant) must bring and present the following items to the Authority for review at the time of application.

- Applicant's Photo Identification
- Applicant's Social Security Number or Applicant's Federal Tax ID Number.
- Signed Landlord Authorization Form (Exhibit 5). All tenants listed in the lease agreement must also be listed on the Authority's account and all tenants must come to the Authority's office to sign the application prior to service being started.
- *Security Deposit* (Exhibit 7)
- *Initial Application for Service Fee* (Exhibit 7)
- *Service Cut-on Fee* (Exhibit 7)

The Authority requests that tenant applicants contact their landlord prior to applying for service to ensure that there is no outstanding balance on the property being rented. If there is an outstanding balance service will not be turned on until the balance has been paid in full.

5. Real Estate Agents and property owners can sign up for temporary services as needed for inspections, etc. Applications for temporary service shall be received in the same manner as listed above; however, the *Initial Application for Service* fee shall be waived in favor of a *Temporary Water or Sewer Account Set-up Fee* (Exhibit 7). Temporary services shall be subject to *Security Deposits* (Exhibit 7) and any unused deposit shall be returned to customer after termination of service. Temporary services shall be charged at the *Temporary Water and Sewer Service Rates* (Exhibit 7) for all usage and will not be subject to monthly minimum rates. Temporary services are subject to *Service Cut-on* and *Service Disconnection Fees* (Exhibit 7). Temporary services shall be limited to a 60 day service period but may be extended at the discretion of the Authority's Executive Director.
6. Requests to sign up for service must be received in advance and no later than 2:00 pm on the day prior to the requested service start date in order for service to be available on the requested start date. When applicable, all outstanding delinquent debt in the customer's orrenter's name must be paid in full prior to starting service. A *Security Deposit* (Exhibit 7) as described in Section 15 below, must be paid prior to starting service. An initial *Application for Service Fee* and a *Service Cut-on Fee* (Exhibit 7) shall be collected prior to services being activated.
7. Requests to terminate service must be received in advance and no later than 2:00 pm onthe day prior to the service end date for the final reading to occur on the service end date. A *Service Disconnection Fee* (Exhibit 7) will be applied to the final account bill.

10. RENTAL PROPERTIES

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

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

Where two (2) or more tenants leave a debt at a particular rental property within the last five (5) years, the property will be considered as having established a history of default and service can only be established in the property owner's name.

In accordance with Article 14.3 below, rental properties are subject to property liens for debts left by tenants of the rental property.

11. SERVICE PAYMENT

Meters are read monthly except in cases of unusual circumstances such as inclement weather, staffing shortages, etc. wherein a bill may be estimated based upon prior

service history and an adjustment made as soon as the meter can be read in the next billing cycle. Sewer usage is not metered and charges are assessed based upon metered water usage. Meters can be read via electronic and or remote methods.

Customer bills are mailed generally the second week of every month and payment is due by the Payment Due Date listed on the bill.

All mailings by the Authority, including utility bills, are deemed to be delivered when submitted for mailing to the United States Postal Service. Under normal circumstances, customer 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 late fees, collection processing, and possible service disconnection. Payments are processed on business days Monday through Friday between 8:30 am and 5:00 pm.

11.1. Payment Options

Payments may be made by cash, check, money order, cashier's check or credit card. Where applicable, payments may be made by wire transfer. A processing fee will be added to all credit card transactions, processing fee shall be the same amount as is charged to the Authority by the Authority's card processing vendor.

11.1.1. By Mail

Customers may mail monthly payments addressed to: Patrick County PSA, P.O. Box 6, Stuart, VA 24171. To avoid late penalties, envelopes containing payment must be postmarked on or before the due date shown on the bill.

11.1.2. Drop boxes

Payments by check and money order may be placed in the payment drop box located at the main entrance to the Patrick County Veterans Memorial Building at 106 Rucker Street, Stuart VA, 24171. To avoid late penalties, payments must be placed in the box no later than 4:00 pm on the due date of the bill.

11.1.3. In Person

Customers may pay by cash, check, money order, cashier's check or credit card at the Authority's Billing Office located in Suite 218 in the Patrick County Veterans Memorial Building at 106 Rucker Street, Stuart VA, 24171. Payments may be made during regular business hours (8:00am to 4:30pm, Monday through Friday, excluding County holidays).

11.1.4. By Phone

Credit card payments may be made by phone by calling the Authority's business office during regular business hours (8:00 am – 4:30 pm).

12. PAYMENT EXTENSIONS

Two (2) payment extensions within a twelve (12) month period may be allowed at the discretion of the Authority's Executive Director. Customers seeking payment extensions shall agree to the terms of and execute a payment agreement (Utility Payment Plan Agreement). The terms of a payment agreement may be variable based on the dollar amount of the account and any unusual circumstances.

Any deviation from the terms of the payment agreement may result in immediate disconnection of service and a security deposit will be required for services to be restored. If disconnected, a *Service Disconnection Fee* (Exhibit 7) will be charged to the account for each service trip resulting from the disconnection. Account balances must be paid in full for services to be restored. Full payment must be received before 2:00 pm for service to be restored the same day. Payments received after the 2:00 pm deadline may be subject to an *Additional Overtime Charge* (Exhibit 7) should the customer request services to be restored on the same day.

13. RETURNED CHECKS

In accordance with § 2.2-614.1 of the Code of Virginia (1950) as amended, a *Returned Payment / Check Charge* (Exhibit 7) will be applied to each returned check, rejected e-check, online payment, or bank draft reject. After two (2) returned items for a customer, the account will be restricted to payment by cash, certified check, or money order only. Payment restrictions will be considered for removal after one (1) full year of good payment history. The Authority may require an additional *Security Deposit* (Exhibit 7) as set forth in Section 15 below due to any rejected payment.

14. NON-PAYMENT OF ACCOUNTS, FEES, AND DISCONNECTIONS

14.1. Late Payment Penalties

A *Late Payment Fee* (Exhibit 7) will be applied to the account on bill balances 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.

14.2. Disconnections

An account is subject to service disconnection for non-payment when any portion of the balance on the account is forty-five (45) days or older than the bill date. A returned check or rejection of other payments against a delinquent account will result in immediate disconnection of service.

A *Service Disconnection Fee* (Exhibit 7) will be charged to the account for each service trip resulting from non-payment of an account. Account balances must be paid in full, including a *Service Reconnection Fee* (Exhibit 7), for service to be restored. Full payment must be received before 2:00 pm for service to be restored the same day. Payments received after the 2:00 pm deadline will be subject to an *Additional Overtime Charge* (Exhibit 7) should the customer request service to be restored on the same day.

All delinquent charges, all fees, and any *Security Deposit* (Exhibit 7) must be paid in full before service will be restored.

14.3. Liens and Legal Actions

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. Methods to collect debt shall be at the sole discretion of the Authority.

The customer is responsible for a *Debt Collection Fee* (Exhibit 7) and any legal fees resulting from efforts to collect the debt.

The Authority may contract with the Treasurer of Patrick County to collect delinquent account charges in the same manner as unpaid property taxes.

14.3.1. 3rd Party Debt Collection Agency

The Authority may contract the services of a 3rd Party Debt Collection Agency to collect on any unpaid account balances. A *Debt Collection Fee* (Exhibit 7) will be added to all accounts submitted to a 3rd party debt collection agency.

14.3.2. Credit Bureau Reporting

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

14.3.3. Set-Off Debt Collection

Any collection status account over \$10.00 originating from an unpaid water/sewer bill 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* (Exhibit 7) as authorized by Section 58.1-520.1 of the Code of Virginia (1950), as amended.

14.3.4. Liens

14.3.4.1. Liens against Property Owners

As set forth in Section 15.2-2119 and Section 15.2-5139 of the Code of Virginia (1950) and herein, liens may be placed against real estate for nonpayment of fees and charges by the customer.

14.3.4.2. Liens against Rental Properties

Per 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, a lien for delinquent charges applicable to three or fewer delinquent billing periods will be placed on a rented property after (i) the owner of such real estate has been advised at the time of initiating

service to a tenant of such real estate that a lien will be placed on the real estate if the tenant fails to pay any fees or other charges when due for services rendered to the tenant ; (ii) a security deposit of no less than 3 months and no more than 5 months consumption has been collected and applied to the outstanding balance on the account at the time of termination or after two (2) years of good credit; (iii) a duplicate copy of the final bill was mailed to the owner of the real estate at the same time the final bill was rendered to the tenant; (iv) the owner of the real estate has been given 60 days to pay off the debt; and (v) reasonable collection efforts have been employed.

15. SECURITY DEPOSITS

15.1. Deposit requirements for establishing service

15.1.1. **Property owners:**

A *Property Owner Security Deposit* (Exhibit 7) is required for all customers signing up for service unless the customer has had two (2) years of good credit with the Authority. 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 *Property Owner Security Deposit* (Exhibit 7).

15.1.2. **Rental properties:**

A *Rental Property Security Deposit* (Exhibit 7) is required for all customers signing up for service at a rental property. 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 *Rental Security Deposit* (Exhibit 7).

15.2. Deposit requirements on accounts disconnected for nonpayment

Additional security deposits on residential accounts and that of twice the amount of the debt on commercial accounts is required each time service is terminated due to non-payment. Security deposits shall be paid prior to service reconnection.

15.3. Deposit requirements on returned payments

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

15.4. Deposit Limits

The total of all deposits on a residential account shall not exceed \$500.00. The maximum deposit on commercial accounts will be calculated on an individual account basis and shall not exceed the average of four (4) months consumption.

15.5. Security deposits may be waived at the sole discretion of the Authority's Executive Director.

15.6. Deposit Refunds

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

16. TAMPERING / ILLEGAL CONNECTIONS / MALFEASANCE

No person shall deface or injure any house, well, valve, fire hydrant, or other fixture connected with or pertaining to the Authority's 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 the intent to avoid payment of lawful charges therefor or 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 Authority's 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 to which access has been restricted by the Authority.

The owner of the premises shall be responsible for the water obtained illegally from the owner's service connections unless a tenant is signed up for service during the time of the illegal use. In addition to applicable water and sewer charges, an *Administrative Noncompliance Fee* (Exhibit 7) will be charged whenever water is obtained through an unauthorized connection (unauthorized service).

When no customer is signed up for service at a service address and unauthorized service is obtained at that service address, the property owner will be charged an *Administrative Noncompliance Fee* (Exhibit 7) and billed for any service usage. 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 service at that service address, the customer will be charged an *Administrative Noncompliance Fee* (Exhibit 7) and billed for all service usage.

On the first occurrence of obtaining unauthorized service through an unauthorized connection a \$500 *Administrative Noncompliance Fee* will be charged. However, if an illegal connection is found, or a lock, a meter, meter reading equipment and/or a meter setter is damaged, the *Administrative Noncompliance Fee* will increase to \$1,000.

On the second and each subsequent occurrence of obtaining unauthorized service a \$1,500 *Administrative Noncompliance Fee* will be charged. At the discretion of the Authority's Executive Director, repeated attempts to obtain unauthorized service shall be referred to the Commonwealth's Attorney for criminal actions.

At the sole discretion of the Authority's Executive Director, and with proof that no damage was done to a lock, a meter, meter reading equipment and/or a meter setter, the *Administrative Noncompliance Fee* may be lowered to \$250 on the first occurrence of obtaining unauthorized service.

All fees and charges, including those associated with the unauthorized use of water or sewer services, 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.

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.

17. LIMITED ACCESS FOR WATER OPERATIONS PERSONNEL

Water operation personnel shall not enter onto private property to investigate high waterbills or leaks without prior approval from Authority management and the property owner.

18. 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.

19. ADJUSTMENTS AND CREDITS

19.1. Leak Adjustments

Customers may qualify for a leak adjustment, per the guidelines set below, only if their consumption was affected by the leak. For residential customers, leak adjustments will only be applied to water consumption above average use. 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 12 months.

When the Authority notifies the customer of a possible leak, the customer must confirm that the leak was repaired by contacting the Authority at (276) 693-2101 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. Failure of the Authority to notify the customer of a possible leak shall not relieve the customer of their responsibility to identify and repair any leaks nor shall the lack of Authority notification relieve the customer from their responsibility to pay for any additional usage due to a leak until an adjustment, if any, has been made.

If the customer suspects a leak, it is their sole responsibility to perform leak investigations and to notify the Authority immediately upon verifying a leak. Once the Authority has been notified of a customer leak, the Authority shall be afforded

opportunity to verify and inspect the leak as well as to verify its repair. If the customer chooses not to fix the leak within a 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 require proof that the leak was repaired in order to qualify for an adjustment. The water portion of the bill will be adjusted for 50% of the water loss over the average consumption for the customer. The sewer portion of the bill will be adjusted 100% of the sewer flow over the average flow for the customer.
 - ii) Commercial customers will require proof that the leak was repaired in order to qualify for an adjustment. The water portion of the bill will be adjusted for 50% of the water loss over the average consumption for the customer and the sewer portions will be adjusted 100% of the sewer flow over the average flow for the customer.
- b) Leaks occurring inside the residence or building:
 - i) Residential customers will have the water portion of the billing adjusted for 25% 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 may be adjusted, at the discretion of the Executive Director, for 15% 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.

19.2. 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 a 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 a three-year period preceding the discovery of the unbilled services.

20. 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 or the customer installs an Authority approved sewer metering system. Utility accounts for sewer only services must be established

and maintained in the name of property owner.

21. 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 visual meter reading.

22. TEMPORARY FIRE HYDRANT SERVICE

Application for a fire hydrant meter shall be made with the Authority at the offices located at 106 Rucker Street, Stuart, VA. 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* (Exhibit 7) as well the *Security Deposit Fire Hydrant Meter* (Exhibit 7) 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 their 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* (Exhibit 7) 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 Hydrant Meter* (Exhibit 7) base rate, a consumption charge based on the *Temporary Water Service* (Exhibit 7) rate, and any additional fees charged will be rendered. The customer shall provide a monthly meter reading to the Authority Billing Office 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 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's systems, is classified as a Class 1 misdemeanor and is subject to prosecution under Virginia Code 18.2-162 and 18.2-163.

23. TEMPORARY SEWER SERVICE

Temporary sewer service shall not be allowed except for in cases where facilities are currently served by Authority water and or a temporary water service has been obtained.

24. 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.

25. LOANS

The Authority from time to time, subject to the availability of funds, may offer to make loans to property owners who wish to connect to the water or wastewater system. Property owners who are unable to secure financing through other means may apply to the Authority to make payment of their Connection Fee, Tap Fee, and /or Extension Costs in monthly installments. The number of installment payments allowed will be at the discretion of the Authority's Executive Director and will be decided on a case-by-case basis. Installment payments will include interest on the borrowed principal at rates set by the Authority.

Property owners are required to sign a customer financing agreement and a promissory note, which sets forth the terms and conditions of the loan, and a lien instrument to secure the repayment of the promissory note by the owner. The lien shall be against the property of the owner.

Property owners will be required to pay the legal fees associated with the drafting of the customer financing agreement, the promissory note, the lien instrument, and the recordation costs of the lien instrument.

26. IDENTITY THEFT PREVENTION

The Authority will require personal information from existing customers and new customers, as set forth in the Authority's Identity Theft Policy (Exhibit 8) and required by the Federal Trade Commission (FTC), when initiating accounts or when communicating with customers in order to identify potential identity theft. Appropriate action, including reporting violations to law enforcement, will be taken in the event of such a violation.

27. SEASONAL TERMINATION OF SERVICE

Customers who live outside their service jurisdiction for more than 60 consecutive days during the year may request to have their service terminated during that time. However, a *Service Disconnection Fee* (Exhibit 7) will be charged to the account at service termination and a *Service Reconnection Fee* (Exhibit 7) will be charged to the account when the service is restored. Customers who are billed a monthly minimum water charge, per the Authority rate structure, will be required to provide a forwarding address for the period that their service is terminated as they will continue to receive bills for the minimum monthly base water and or sewer rate.

28. PURCHASING PROCEDURES

Purchasing procedures used by the Authority shall follow all policies and procedures as adopted by the County of Patrick under the *Ordinance Establishing Purchasing Policies for Patrick County* and the *Virginia Public Procurement Act*.

29. NOT USED

(End of General Business Rules and Regulations)



Development Rules and Regulations

DEFINITIONS

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

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

Authority: The Patrick County Public Service Authority

Authorized Utility Contractors: Those contractors secured by the Authority from time to time under term or prequalification contracts, to perform general utility construction. Contractors shall be licensed under Chapter 11 Title 54.1 of the Code of Virginia and hold a specialty license classification of H/H and or UUC.

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

Availability Fees: Monthly nonuser fees that are charged to owners of existing facilities who have received a connection notice or letter of service availability from the Authority and who have elected to defer connection to the Authority's system/s. Fee amounts are listed in the approved Rate and Fee Schedule (Exhibit 7), as amended.

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

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

Certificate of Substantial Completion: Documentation prepared by the Authority stating that the work is satisfactorily substantially completed and can be placed into service. Substantial Completion is required before any water or sewer Service Connection may be made to a new Main Line or Extension of a 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: Capital recovery fees charged to all new customers for each new connection to the Authority's water and or sewer systems. Connection 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 previous customers. Capital assets include any facility needed to provide water or sewer service such as land, reservoirs, treatment facilities, wells, pumping stations, storage tanks, transmission lines, trunk lines, etc. Fee amounts are listed in the approved Rate and Fee Schedule (Exhibit 7), as amended.

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

Design and Construction Standards: The latest edition of the Authority's standard specifications and standard details for the construction of water and/or sewer lines and appurtenances (currently none, and until standards have been adopted, the Design and Construction Standards shall be as set forth by the Authority's Executive Director).

Design Fee: A non-refundable fee charged by the Authority for the design administration of extension improvements. Fee amount shall be based upon actual cost to the Authority for the design administration.

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

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

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

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

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

Extension: Any new or proposed water or sewer Main Line being constructed where no

Main Line existed before, which construction was not in the Authority's CIP.

Extension Fee: In order to promote more equitable cost sharing of Extensions among new customers, the Authority will generally use a fixed-rate Extension Fee for existing single family residential units with failed wells or septic systems. The Extension Fee includes all applicable Tap Fees (Exhibit 7), construction costs, Connection Fees (Exhibit 7), and any Meter Fees (Exhibit 7). Construction costs are the costs for Authorized Utility Contractors to complete the Extension plus a 15% fee for Authority administration costs. The Authority shall solicit pricing from contractors to perform Extensions in accordance with the Virginia Public Procurement Act and Patrick County's Purchasing Ordinance. Tap Fees and Connection Fees may be waived at the discretion of the Authority's Executive Director in cases where Extension costs are fully funded by the Developer.

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

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

Infill Development: Development of existing platted lots.

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

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

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

Meter Fee: The total cost to furnish and install a new meter in an approved meter box or meter vault. Fee amounts are listed in the approved Rate and Fee Schedule (Exhibit 7).

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

Non-Participating Lot Owners: The owner of a lot or parcel which 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 Policy, but who has not paid or contracted to pay the Extension Fee.

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

Performance Guaranty: The approved form of security furnished by the Developer and their sureties, conditioned upon the faithful performance of the work in strict accordance with the

Approved Plans and the Authority's Design and Construction Standards.

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

Public Water and Sewer System: The water and sewer pipes, storage facilities, pumping stations, treatment facilities, and appurtenances that are owned, 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, and other items.

Service Connection: A connection to the water or sewer service line for the purpose of supplying service to a customer.

Single-Family Residential: A group of rooms, including cooking accommodations, occupied as a single housekeeping unit capable of being served by a minimum 5/8-inch or 3/4-inch water meter and minimum 4-inch diameter sewer pipe.

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. Subdivision for purposes of the Authority's Rules, Policies, and Regulations is not necessarily as defined by the *Subdivision Ordinance of Patrick County*.

Tap Fee: The total cost to furnish and construct a new service from a Main Line to the property line. Fee amounts are listed in the approved Rate and Fee Schedule (Exhibit 7), as amended.

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, 12" or greater in diameter. Trunk Lines usually collect and convey sewer from the smaller Main Lines of the collection system.

1. NEW SERVICE CONNECTIONS FOR WATER AND SEWER

1.1. General

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

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

For non-residential or multi-residential development, the domestic water, fire, and sewer services shall be furnished and installed by a Licensed Utility Contractor, to the

Authority's Design and Construction Standards, at the developer's expense. All physical taps required for connections to existing water or sewer mains shall be made only by a provider approved by the Authority. All water meters shall be furnished and installed by the Authority. Meter Fees will be charged to the Developer.

For residential properties, the Authority allows a private water service or sewer lateral to cross one intervening private property to access a public main. The Applicant must provide a copy of a recorded private easement prior to any service construction. The easement must be a minimum of ten (10) feet in width. It is strongly required that the Applicant have a Licensed Surveyor prepare an exhibit drawing to accompany the easement.

12. Tap Fees and Connection Fees

Connection Fees and Tap Fees will be charged to all new customers for the initial connection to the Authority's water and/or sewer systems. Fee amounts are listed in the approved Rate and Fee Schedule (Exhibit 7), as amended. These fees will be collected following issuance of an Availability Letter and prior to any taps or connections being made. Any property which can be shown to have been previously served, will not be required to pay a Connection Fee for a new service, up to the size of the previous service; however, Tap Fees will be applicable. If the previous service size cannot be confirmed, it will be assumed to have been a 3/4-inch water meter. Increases in service sizes require payment of the difference between the current Connection Fee for the original and required service sizes. No refund of Connection Fees will be issued for reductions in service sizes.

13. Mandatory Connection

Authority

This mandatory connection policy is adopted in accordance with Section 15.2-5137 of the Code of Virginia (1950, as amended).

Applicability

This policy applies to 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 for residential, commercial or industrial use (collectively "Service Accessible Property").

Mandatory Connection

All Service Accessible Property are subject to mandatory connection to PSA water or sewer lines. Service Accessible Property owners, tenants, or occupants are responsible for installing and maintaining the connecting line within the boundaries of their property from the PSA connection point.

For Service Accessible Properties existing prior to the completion of the PSA water

or sewer line, the PSA will provide notice to the owner, tenant, or occupant that connection is required. Connection fees will be waived for owners, tenants, or occupants of existing Service Accessible Properties making the required connection within the time prescribed by the PSA. Unless an exception applies, owners, tenants, or occupants receiving a notice to connect must connect to the line or lines within 12 months.

Nothing contained in this policy shall prohibit the use of an existing water well for auxiliary uses by an owner, tenant, or occupant of a Service Accessible Property that is connected to a water line pursuant to this policy.

Exceptions

Primary Residences: Owners, tenants, or occupants of primary residences subject to mandatory connection will have two (2) years from the time they receive PSA notice of water or sewer availability to make the required connection. Owners, tenants, or occupants may be granted an additional grace period for primary residences so long as they meet the requirements for real estate tax relief for the elderly and disabled in Patrick County and provide evidence of a properly functioning well and septic system consistent with Virginia Department of Health guidelines.

Residential Outbuildings: This policy is not applicable to the water line connection of uninhabitable outbuildings associated with a residence, such as barns, detached garages, storage sheds, and barns.

Availability Fee: Owners, tenants, or occupants of existing Service Accessible Property who receive a connection notice from the PSA may elect to defer connection to water and sewer lines by agreeing to pay an availability fee equal to the minimum monthly water and sewer charge set by the PSA. The fee shall be payable monthly after any applicable grace period provided for in this policy. Said owners must furnish the PSA with evidence of a properly functioning well and septic system consistent with Virginia Department of Health guidelines.

Existing Public Water Systems: Owners of any existing public water system may (1) elect to continue to operate the water system during the applicable grace period provided for by this policy or (2) terminate operation of the system at any point before expiration of the applicable grace period, thereby forcing customers to connect to the PSA water line. The continued operation of an existing public water system as allowed by this policy is purely a private matter between the owner thereof and customers.

2. EXTENSIONS OF WATER AND SEWER MAINS

21. General

All improvements and extensions to the Authority's water and sewer systems must be constructed in accordance with the Authority's Design and Construction Standards. All physical taps required for connections to existing water or sewer mains shall be

made only by a provider approved by the Authority. Design and construction of all water and sewer mains, appurtenances, easements, and services required to serve new subdivisions or in-fill development, shall be the sole responsibility of the Developer.

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

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

22 Off-Site Extensions Less Than 1,000 Feet in Length to Serve Existing Single-Family-Residential Units with Failed Wells or Septic Systems

2.2.1. 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 one thousand feet (1,000') in length, in cases of failed wells or failed septic systems.

2.2.2. Construction will be initiated after the following items are confirmed:

- 2.2.2.1. Payment or financing of the current Extension Fee by Applicant(s).
- 2.2.2.2. Project achieves adequate Priority Rating.
- 2.2.2.3. Funding is available in the Authority's Accounts for the balance of costs.
- 2.2.2.4. In order to encourage timely connections and to recognize construction efficiencies, Extension Fees may include adjusted Tap Fees and Connection Fees until the Final Acceptance date of the Off-Site Extension. This reduced Extension Fee is only available to Applicants who make payment for service prior to the date of Final Acceptance of the Extension improvements.

23 Off-Site Extensions More Than 1,000 Feet in Length to Serve Existing Single-Family-Residential Units with Failed Wells or Septic Systems

2.3.1. 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 wells and/or septic systems, provide their Extension Fees for an Extension, the Authority may finance the balance and manage construction of the system, pending the availability of Authority funds.

2.3.2. Construction will be initiated following confirmation of all the following items:

- 2.3.2.1. Payment or financing of the Extension Fee by a minimum of fifty (50%) percent of all eligible property owners.
- 2.3.2.2. Project achieves adequate Priority Rating.
- 2.3.2.3. Funding is available in the Authority's Accounts for the balance of costs.

2.3.3. In order to encourage timely connections and to recognize construction efficiencies, Extension Fees will include reduced Tap Fees and Connection Fees until the Final Acceptance date of the Off-Site Extension construction. Fifty (50%) percent of the Tap Fees and Connection Fees are eligible for credit. This reduced Extension Fee is only available to Applicants who make payment for service prior to the date of Final Acceptance of the Extension improvements.

24. Off-Site Extensions to Serve Development

2.4.1. The Development Extension Cost and corresponding work for all new subdivisions or infill development shall be the sole responsibility of the Developer. If the Authority desires mains larger than those required by the development, one hundred percent of the differential cost for the larger size will be paid by the Authority.

2.4.2. Fifty (50%) percent of the Connection Fees are eligible for credit to the Developer, up to the Construction Cost of the Off-Site Extension improvements. This credit is eligible to the Developer for all parcels within the subdivision, and for all parcels outside the subdivision which make payment to connect prior to Final Acceptance of the Extension improvements. No refund of future Tap Fees or Connection Fees outside the subdivision will be provided following Final Acceptance of the offsite improvements.

2.4.3 If an Off-Site Extension is determined by the Authority to provide significant benefits to properties other than those owned by the Developer, the Authority may participate in the cost of that Extension. Participation in the form of cash, in-kind services, materials, or other, will be based on a Development Agreement which will be specifically prepared for each Extension. Participation in the form of cash will not be provided until the Off-Site Extension has been issued Final Acceptance.

3. AUTHORITY ACCEPTANCE OF PRIVATE UTILITY SYSTEM

3.1. Requirements

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

3.1.1. The existing system must be in full compliance with the Authority's Design and Construction Standards, unless a written waiver is obtained from the Authority.

3.1.2. The system must be supplied by a central source from wells, pumps, and tanks and/or a sewage disposal system.

3.1.3. A copy of all available system maps, plats, deeds, easements, operation and maintenance records, billing, collection and expense records, and all other applicable records shall be provided.

3.1.4. The utility lines being conveyed to the Authority shall include main distribution lines, services from mains to meters, valves, hydrants, and other fixtures to form the system, but will not include service lines leading from the meter to the buildings.

3.1.5. All required property, easements, and right-of-ways shall be conveyed to the

Authority in clear title.

3.1.6. The system owner shall provide for the water and sewer systems in streets and easements to become part of the Authority's utility system at a mutually agreeable cost or payment to the Authority.

3.1.7. All lots connecting to the utility system shall bear their share of any Extension Fees.

4. ENCROACHMENTS

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

5. NOT USED

(End Development Rules and Regulations)

Rev-1 March 17, 2023 to **GENERAL BUSINESS POLICIES** section

Made by Executive Director to reflect Authority's new billing, collections, and payment processing office location and business hours, new address for mail-in payments and business correspondence, after hours payment box location, and the acceptance of credit card payments with a three percent fee.

1. Title Page, address line – Deleted “P.O. Box 466” and replaced with “P.O. Box 6”
2. Section 11, paragraph 2 – Deleted paragraph and replaced with “Customer bills are mailed generally the second week of every month and payment is due by the Payment Due Date listed on the bill.”
3. Section 11, paragraph 4, second sentence – Deleted “8:00” and replaced with “8:30”
4. Section 11, paragraph 4, second sentence – Deleted “4:00 pm” and replaced with “5:00 pm”
5. Section 11.1, first sentence – Deleted “or” before “cashier’s check”
6. Section 11.1, first sentence – Added “or credit card” after “cashier’s check”
7. Section 11.1 – Added sentence “A three percent fee shall be added to all credit card transactions.”
8. Section 11.1.1, first sentence – Deleted sentence and replaced with “Customers may mail monthly payments addressed to: Patrick County PSA, P.O. Box 6, Stuart, VA 24171”
9. Section 11.1.2, first sentence – Deleted entire sentence and replaced with “Payments by check and money order may be placed in the payment drop box located at the main entrance to the Patrick County Veterans Memorial Building at 106 Rucker Street, Stuart VA, 24171.”
10. Section 11.1.3 – Deleted entire paragraph and replaced with “Customers may pay by cash, check, money order, cashier’s check or credit card at the Authority’s Billing Office located in the Patrick County Treasurer’s Office, Suite 221 in the Patrick County Veterans Memorial Building at 106 Rucker Street, Stuart VA, 24171. Payments may be made during regular business hours (8:30am to 5:00pm, Monday through Friday, excluding state holidays).
11. Section 14.1, first sentence – Deleted “current charges” and replaced with “bill balances”
12. Changed page numbering

Rev-2 April 1, 2024 to **GENERAL BUSINESS PO/CIES** section

Made by Executive Director to reflect the Authority's new collections and payment processing office location, business hours, credit card payment processing fee, and pay by phone policy.

1. Title Page, address line – Deleted “(276) 694-6094” and replaced with “(276) 693-2101”
2. Section 9, paragraph 1, first sentence – Delete “4:00 pm” and replaced with “4:30 pm”
3. Section 11.1, second sentence – Deleted “A three percent processing fee will be added to all credit card transactions” and replaced with “A processing fee will be added to all credit card transactions, processing fee shall be the same amount as is charged to the Authority by the Authority’s card processing vendor.”
4. Section 11.1.3, first sentence – Deleted “the Patrick County Treasurer’s Office, Suite 221” and replaced with “Suite 218”
5. Section 11.1.3, second sentence – Deleted “8:30am to 5:00pm” and replaced with “8:00am to 4:30pm”. Deleted “state holidays” and replaced with “County holidays”.
6. Added Section 11.1.4
7. Section 19.1, second paragraph, first sentence – Deleted “(276) 694-6094” and replaced with (276) 693-2101
8. Updated all page footers to reflect Rev-2 April 1, 2024

Rev-3 May 21, 2024 to *GENERAL BUSINESS POLICIES* section

Made by Executive Director to add a new PCPSA Customer form for closing an account and disconnecting service.

1. Section 8 – Added bullet point for “Service Order Turn-Off Form, (Exhibit 6-A)”

Rev-4 January 22, 2025 to *GENERAL BUSINESS POLICIES* section and *Exhibit 3*

Made by Executive Director to replace – Control & Prevention of Cross Connections & Backflow Policy with new Cross-Connection Control Program and Plan, adopted & dated 1/21/25.

1. Section 8 – Third bullet point, replace “Control & Prevention of Cross Connections & Backflow Policy” with “Cross-Connection Control Program & Plan”
2. Exhibit 3 – Replaced “Control & Prevention of Cross Connections & Backflow Policy” with “Cross-Connection Control Program & Plan”, adopted 1/21/25

PATRICK COUNTY PUBLIC SERVICE AUTHORITY BYLAWS

ARTICLE I

NAME, SEAL, AND OFFICES

1. NAME: The name of this Authority is the Patrick County Public Service Authority ('the Authority") organized under Code of Virginia§ 15.2-5100 *et seq.*.
2. SEAL: The corporate or official seal of the Authority shall consist of the following design: _____
3. OFFICES: The principal office of the Authority shall be at 106 Rucker St., Stuart, Virginia 24171; but the Authority may also have offices located at such other places of the Directors of the Authority may from time to time designate or as the purposes and objectives of the Authority may require or find convenient.

ARTICLE II

APPOINTMENT-TENURE, RESIGNATION, AND REPLACEMENT OF MEMBERS

1. MEMBERSHIP

- A. There shall be seven (7) voting members of the Authority, one from each election district and two at-large appointed by the Board of Supervisors of Patrick County. One of the at-large members shall be a member of the Board of Supervisors. Each member shall be appointed for a term of four years. Any qualified citizen, resident in the respective magisterial district from which they are appointed and any qualified citizen, resident at-large, may be appointed to the Board of Directors of the Authority.
- B. Each appointee to the membership of the Authority shall be known as a Director of the Authority; and when the term "member" is used, it shall mean Director.
- C. Directors shall be appointed for their respective terms as specified by Code of Virginia § 15.2-5113; and may be removed, with or without cause, by the majority vote of the Board of Supervisors.

2. RESIGNATION

Any Director may resign from membership of the Authority at any time by giving written notice of such resignation to the Authority and to the Mayor of the appointee's respective governing Board.

3. VACANCIES

Any vacancy in membership on the Authority shall be filled for the unexpired term by the Supervisor of the magisterial district from which was made the original appointment. Any Director who fails to reside in his or her magisterial district for a period in excess of sixty (60) days shall be presumed to have vacated office.

4. OATH OF OFFICE

Each Director of the Authority before entering upon his or her duties as a member thereof shall take and subscribe an oath or affirmation to support the Constitution of the United States and of the Commonwealth of Virginia and to discharge faithfully the duties of his or her office, and a record of each such oath shall be filed with the Secretary of the Authority and kept among its officials documents.

ARTICLE III **MEETINGS**

1. REGULAR MEETINGS

The Directors may establish by resolution a schedule of regular meetings to be held from time to time as deemed necessary by the Board. Notice of such regularly scheduled meetings shall be required to be given the Directors, and the regular business of the Authority may be transacted at such meetings, provided a quorum is in attendance. At a minimum, the Authority shall have one annual meeting each July, at which shall occur the election of officers

2. SPECIAL MEETINGS

Special meetings of the Directors may be called by official action of the Authority (by formal resolution or adoption of motion to do so), or by the Chair or Vice Chair, or upon the written request of at least three (3) Directors.

3. NOTICE OF MEETING

Notice of each meeting shall be given in accordance with the requirements of Code of Virginia§ 2.2-3700 *et seq.*, as amended, as well as the requirements of this Article set forth above.

4. QUORUM

A majority of the membership of the Authority shall constitute a quorum, and the affirmative vote of a majority of all the Directors of the Authority that are present shall be necessary for any action taken by the Authority. No vacancy in the membership of the Authority shall impair the right of a quorum to exercise all the rights and perform all of the duties of the Authority. Unfilled vacancies shall not be used to establish the absence of a quorum.

5. OPEN MEETINGS TO THE PUBLIC

Subject only to lawfully recognized exceptions, all official meetings of the Directors, including Committee Meetings, shall be conducted openly and in compliance with Code of Virginia§ 2.2-3700, *et seq.*. Petitions and requests from the public shall be submitted in writing not less than five business days prior to the scheduled meeting and placed on the agenda for the official meeting of the Directors in order to be considered. The Directors encourage public attendance at all meetings. Persons wanting to address the Authority not having submitted a request to do so may only be heard after a majority of Directors agree to do so.

6. DUTY TO VOTE

No Director shall be excused from voting, except on matters involving consideration of his or her own official conduct, or where his or her financial or personal interests are involved.

7. PROCEDURES

The Board of Directors may adopt from time to time such procedures as it may determine to be necessary and convenient to govern the conduct of its meetings.

ARTICLE IV **OFFICERS**

1. DESIGNATION

The Officers of the Authority shall be the Chair, a Vice Chair, a Secretary/Treasurer, and such other officers and assistant officers, with such powers and duties not inconsistent with these bylaws or applicable law, as may be elected and determined by the Authority in accordance with the law.

2. ELECTION AND TERMS

The Officers provided for in Section 1 of this Article shall be elected at each July meeting of the Directors, and shall hold office until the next July meeting or until their successors are elected and qualified. Each officer shall serve a term of one (1) year.

3. OFFICER SUCCEEDING SELF

Any officer may be elected by the Directors to succeed himself or herself in office, for no more than five (5) successive terms within the same office.

4. CHAIR

The Chair shall preside at all meetings of the Directors and shall have and exercise such authority and do and perform such other duties as may be assigned by a majority of the Board of Directors.

5. VICE CHAIR

At the request of the Chair, or in the event of the absence or disability of the Chair, the Vice Chair shall perform the duties and possess and exercise the powers of the Chair; and to the extent authorized by law the Vice Chair shall have such other powers as the Directors may determine, and shall perform such other duties as may be assigned to him or her by a majority of the Board of Directors.

6. SECRETARY/TREASURER

The Secretary/Treasurer shall record the minutes of each official meeting of the Directors and perform such other powers as directed by a majority of the Board of Directors.

7. REMOVAL FROM OFFICE

A.GROUNDS

Any officer provided for in Section 1 of this Article who is also a Director of the Authority may be removed from such office (but not from membership on the Authority) by the Directors for the following reasons:

1. for mental or physical incapacity to properly and adequately perform the duties and functions of the office; or
2. for repeated absences from meetings of the Authority or from the offices of the Authority or meetings of committees to the extent that such absences constitute gross neglect in the performance of the duties of the office to the inconvenience, damages, or disadvantage of the Authority in carrying on its functions and purposes; it shall be presumed that more than four consecutive absences

constitutes gross neglect; or

3. for any act of dishonesty or illegal act; or
4. for any act or series of acts or omissions which are contrary to the best interests of the Authority and tend to impede or obstruct the carrying on of its functions and purposes in an orderly manner; or
5. for any other cause which is deemed less than reasonably satisfactory performance of the duties and functions of such office.

B. PROCEDURES

In the event the Directors for any reason requests the resignation of an officer to which this Section herein above applies, and such request is declined, it may by resolution of a majority affirmative vote of its Directors adopt a statement of grounds upon which it claims such officer should be removed from office, and such written statement of grounds shall be served upon such officer at least ten (10) days prior to the meeting at which action is to be taken thereon. The officer is entitled to be present at such hearing and be heard if he or she so desires, and is also entitled to offer such evidence as he or she may deem appropriate in response to the statement served upon such officer. The decision of the majority of Directors in said matter shall be final.

ARTICLE V **PERSONNEL**

1. GENERAL

The Directors may employ such personnel as may be required to conduct and perform the duties and services which may be necessary or convenient in carrying out the objectives and purposes for which this Authority was created; define their duties and functions; set their terms of employment, compensation, fringe benefits, separation from service and other pertinent details.

2. EXECUTIVE DIRECTOR

The Directors may employ an Executive Director, who shall be its Chief Administrative Officer. Such Executive Director shall be responsible for the efficient administration and carrying out of the operations of the Authority, and shall carry out the policies and directives of the Directors. The Executive Director shall attend all official meetings of the Directors, and all committee meetings when requested, shall be entitled to notice of all special meetings, and shall be entitled to take part in discussions on matters before the Directors, but shall have no vote. He or she has responsibility for obtaining and furnishing to the Directors financial and other reports as may be required by the Directors, and he or she shall recommend to the Directors from time to time such measures as he or she shall deem necessary or advisable, and shall furnish the Directors with necessary information respecting any of the departments or divisions of the Authority under his or her direction and control. The Executive Director shall be responsible for the preparation and submission to the Directors the proposed annual budget, and shall keep the Directors informed as to the financial needs and condition of the Authority. He or she shall perform such other duties as may be required by the Directors.

3. PROFESSIONAL ASSISTANTS

The Directors, following consultation with the Executive Director, may employ such assistant directors, managers, accountants, engineers, legal counsel, and experts as it may determine in its discretion to be necessary or advisable, and fix the terms of such employment.

ARTICLE VI

COMPENSATION: EXPENSES

1. COMPENSATION OF DIRECTORS

For their services as such, the Directors shall be compensated in such manner as the Board of Supervisors of Patrick County may prescribe.

2. EXPENSES

Directors shall be entitled to reimbursement for the amount of actual expenses incurred by them in the performance of their duties. The Directors may make policies concerning such reimbursement.

3. COMPENSATION OF PERSONS OTHER THAN DIRECTORS

The Executive Director, officers, attorney, agents, and employees of the Authority shall receive such compensation and expense reimbursement as the Directors may approve by resolution or otherwise adopted. All such compensation shall be in accordance with a formally adopted pay and classification system.

ARTICLE VII

ANNUAL AND OTHER REPORTS

1. ANNUAL REPORT

At each Annual Meeting, the Directors shall receive from the Treasurer, Finance Officer, Executive Director, or other person who has been charged with such responsibility, a full and accurate report of the operations of the Authority during the preceding fiscal year, the assets and liabilities of the Authority as of the end of such fiscal year, investments, if any, the financial condition of the Authority as of the end of such fiscal year, and any and all other information which may have significant bearing upon the condition and operation of the Authority. Such report shall include such additional matters as may be directed by the Directors, and shall be filed with the minutes and be open to the inspection of the public and of the Board of Supervisors of Patrick County.

2. REPORTS OTHER THAN ANNUAL

The Board of Directors may require financial and other reports filed with it on a monthly, quarterly, or other basis, as its discretion, and may direct that reports contain information in such detail as it deems appropriate.

ARTICLE VIII

CONFLICT OF INTEREST: DUTY TO MAKE DISCLOSURE

No Director, officer, or employee of the Authority shall have any personal or pecuniary interest direct or indirect in any contract or proposed contract or purchase order for materials, services, equipment, or property of any kind to be furnished to or used by the Authority. If any such Director, officer, or employee owns or controls an interest direct or indirect in any such materials, services, equipment, or property included or proposed to be furnished to or acquired by the Authority, he or she shall immediately disclose the same in writing to the Authority and such disclosure shall be entered upon the minutes of the Authority. Failure to so disclose such interest shall constitute misconduct in office or in employment.

ARTICLE IX

CONTRACTS

The Directors may, except as in these Bylaws or law otherwise provided, authorize any officer or the Executive Director to enter into any contract or execute and deliver any written instrument in the name of and on behalf of the Authority, and such grant of authority may be general or confined to a specific instance; and unless so authorized by the Directors, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or engagement, or to pledge its credit, or to render it liable pecuniary for any purpose or in any amount.

ARTICLE X

ADVISORY COUNCIL

1. AUTHORITY

The Board of Directors may appoint an Advisory Council, as it deems appropriate.

2. PURPOSE

The purpose of the Advisory Council shall be to provide the Directors of the Authority with professional advice and recommendations on the business and operations of the Authority.

3. MEMBERSHIP

The membership of the Advisory Council shall be determined at the discretion of the Board of Directors.

4. TERM AND SUCCESSION

The term and succession of the Advisory Council shall be determined at the discretion of the Board of Directors.

ARTICLE XI **FISCAL YEAR**

The fiscal year of the Authority shall begin on July 1 and end on the following June 30.

ARTICLE XII **ADOPTION AND AMENDMENTS**

These Bylaws shall be adopted upon the majority vote of the Directors; at the same meeting wherein adoption is effected, the first slate of officers shall be elected. The Directors shall have the power to alter, amend, and repeal the Bylaws; provided, however, that such action shall be taken only after sixty (60) days written notice of the text of such proposed amendment(s) is given to each Director and each Director's appointing political subdivision. Furthermore, and proposed amendment(s) may only be adopted by the Directors following a public hearing, notice of which is given at least ten (10) days in advance of the date set for such hearing in a paper having general circulation within the jurisdiction of the Authority. No such action shall be taken to amend these Bylaws without an affirmative vote of a majority of the full membership of the Board of Directors taken in a regular meeting of the Board.

(End)



Patrick County Public Service Authority Mandatory Connection Policy for Facilities

Authority

This mandatory connection policy is adopted in accordance with Section 15.2-5137 of the Code of Virginia (1950, as amended).

Applicability

This policy applies to 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 for residential, commercial or industrial use (collectively "Service Accessible Property").

Mandatory Connection

All Service Accessible Property are subject to mandatory connection to PSA water or sewer lines. Service Accessible Property owners, tenants, or occupants are responsible for installing and maintaining the connecting line within the boundaries of their property from the PSA connection point.

For Service Accessible Properties existing prior to the completion of the PSA water or sewer line, the PSA will provide notice to the owner, tenant, or occupant that connection is required. Connection fees will be waived for owners, tenants, or occupants of existing Service Accessible Properties making the required connection within the time prescribed by the PSA. Unless an exception applies, owners, tenants, or occupants receiving a notice to connect must connect to the line or lines within 12 months.

Nothing contained in this policy shall prohibit the use of an existing water well for auxiliary uses by an owner, tenant, or occupant of a Service Accessible Property that is connected to a water line pursuant to this policy.

Exceptions

Primary Residences: Owners, tenants, or occupants of primary residences subject to mandatory connection will have two (2) years from the time they receive PSA notice of water or sewer availability to make the required connection. Owners, tenants, or occupants may be granted an additional grace period for primary residences so long as they meet the requirements for real estate tax relief for the elderly and disabled in Patrick County and

provide evidence of a properly functioning well and septic system consistent with Virginia Department of Health guidelines.

Residential Outbuildings: This policy is not applicable to the water line connection of uninhabitable outbuildings associated with a residence, such as barns, detached garages, storage sheds, and barns.

Availability Fee: Owners, tenants, or occupants of existing Service Accessible Property who receive a connection notice from the PSA may elect to defer connection to water and sewer lines by agreeing to pay an availability fee equal to the minimum monthly water and sewer charge set by the PSA. The fee shall be payable monthly after any applicable grace period provided for in this policy. Said owners must furnish the PSA with evidence of a properly functioning well and septic system consistent with Virginia Department of Health guidelines.

Existing Public Water Systems: Owners of any existing public water system may (1) elect to continue to operate the water system during the applicable grace period provided for by this policy or (2) terminate operation of the system at any point before expiration of the applicable grace period, thereby forcing customers to connect to the PSA water line. The continued operation of an existing public water system as allowed by this policy is purely a private matter between the owner thereof and customers.

(End)

Patrick County Public Service Authority (PCPSA) Cross-Connection Control Program

1. **Title:** Patrick County Public Service Authority Cross-Connection Program, referred to hereafter as the “Program”.

Adoption Date: January 21, 2025

2. Administration of the Program

The Patrick County Public Service Authority, herein referred to more frequently as the PCPSA, shall have administrative authority of this Program by action of the Board of Directors. The PCPSA Executive Director, or their designee, shall act as the Cross-Connection Control Program Administrator, hereafter referred to as the “Program Administrator”, and they shall enforce this Program by implementing and carrying out the Cross-Connection Control Plan as contained herein and being an integral part of this Program.

3. Authority for the Program

Authority for implementation of this Program has been given under the *Commonwealth of Virginia, State Board of Health, Waterworks Regulations, or as amended*. The *Regulations* require as a condition for the issuance and continued use of a Virginia Department of Health, Office of Drinking Water Operation Permit for the PCPSA, as owner of the waterworks, they shall establish and enforce a program of cross-connection control and backflow prevention.

This Cross-Connection Control Program has been submitted, reviewed, and approved by the *Virginia Department of Health; Office of Drinking Water* as noted by their approval letter.

4. Purpose of the Program

The purpose of this Program is to abate or control actual or potential cross-connections and protect the public health from the introduction of pollution or contaminants into the PCPSA waterworks system. This Program provides for the establishment and enforcement of a program for cross-connection control and backflow prevention in accordance with the *Commonwealth of Virginia, State Board of Health, Waterworks Regulations, or as amended*.

The Program is directed at:

- A. Abating or controlling actual or potential cross-connections and protecting the PCPSA waterworks system by requiring the installation of appropriate backflow prevention assemblies, devices, or by implementing backflow elimination methods at all PCPSA service connections to public and or private premise plumbing systems. Service line containment has the highest priority.
- B. Preventing the backflow of pollution or contaminants into public or private premise plumbing systems by; informing the owners of those systems of their shared responsibility for water

quality; and, by providing assistance when requested by those owners in determining the degree of hazard that exists within their plumbing system/s. It shall be a continuing effort by the PCPSA to inform Premise Plumbing System Owners of the need for backflow containment or isolation beyond the PCPSA service connection.

- C. Preventing the backflow of pollution or contaminants into the PCPSA waterworks system and into the premise plumbing system, where it is not intricate or complex, by application of point-of-use isolation in lieu of service line containment. The alternative of point-of-use isolation in lieu of service line containment will be evaluated at each premise where backflow prevention is required.
- D. Establishing a testing schedule consistent with the *Commonwealth of Virginia, State Board of Health, Waterworks Regulations* and ensuring that inspection and long-term record keeping of all high hazard backflow prevention assemblies or devices connected to the PCPSA waterworks system is a priority.
- E. Advising Premise Plumbing System Owners that service line containment does not provide protection from cross connections that may exist within the internal premise plumbing system of a property served by the PCPSA.

5. Responsibilities of the PCPSA

Effective cross-connection control and backflow prevention requires the cooperation of one or more of the following; the PCPSA, the Premise Plumbing System Owners, the Local Building Official, and the certified Backflow Prevention Device Worker.

- A. The Program shall be carried out in accordance with the *Commonwealth of Virginia, Department of Health, Waterworks Regulations, as amended* and shall, as a minimum, provide containment of potential contaminants at the premise plumbing system's service connection to the PCPSA waterworks system.
- B. The PCPSA has responsibility for maintaining water quality in its waterworks system and for the construction, maintenance, and operation of its waterworks system beginning at the water source and ending at the premise plumbing system's service connection to the PCPSA waterworks system.
- C. The Premise Plumbing System Owner and the PCPSA have shared responsibility for water quality and for the construction, maintenance, and operation of the premise plumbing system from the service connection to the free-flowing water outlet.
- D. The PCPSA shall, to the extent of their jurisdiction, provide continuing identification and evaluation procedures of all cross-connection hazards having the potential for impairing the quality of the water delivered by the PCPSA. Continuous identification and evaluation procedures shall include: assessments of each premise plumbing system connected to the PCPSA system, including any existing backflow prevention assembly, device, backflow elimination or isolation method; a determination of the degree of cross-connection

contamination hazard to the PCPSA system, if any; and a determination of the appropriateness of existing cross connection preventative and control measures.

- E. To facilitate assessment of each premise plumbing system connected to the PCPSA system, the PCPSA shall maintain an up-to-date inventory of all premise plumbing systems which are connected to the PCPSA waterworks system, both metered and non-metered.
- F. The PCPSA shall review this Program and its associated Plan not less than every 5 years. Following review, the Program and Plan shall be updated as necessary in order to satisfy the requirements of the *Commonwealth of Virginia, Department of Health, Waterworks Regulations, as amended*.

6. Responsibilities of the Premise Plumbing System Owner

- A. The Premise Plumbing System Owner shall, at their own expense, perform operational tests no less than annually on all backflow prevention assemblies or devices which are required by this Program. The Premise Plumbing System Owner shall continually maintain all backflow prevention assemblies, devices, backflow elimination methods, or isolation methods and devices in an operable condition. The Premise Plumbing System Owner shall repair, overhaul, or replace all backflow prevention assemblies, devices, backflow elimination methods, or isolation methods and devices that become inoperable.
- B. Backflow prevention assembly or device testing, maintenance, repair, overhaul, or replacement work shall be performed by a Backflow Prevention Device Worker, “BPD Worker”. The BPD Worker shall be certified by the Virginia Department of Professional and Occupational Regulation (DPOR), Virginia Board for Contractors, under the Tradesman Regulations, to test and repair backflow assemblies and devices. Assembly or device testing procedures shall be those acceptable to DPOR, Board for Contractors. Assembly or device testing equipment shall conform to USC Field Test Kit Standard as test equipment is made available.
- C. The Premise Plumbing System Owner shall provide copies of all backflow assembly or device test results, maintenance records, repair records, overhaul records, and or replacement records to the PCPSA within 30 days of completing such work. Test and maintenance reporting forms can be found on the PCPSA webpage, under “BFP Test & Maintenance Report Forms”.
- D. The Premise Plumbing System Owner should report any backflow of contamination or the suspicion of backflow to the PCPSA. Reporting should be done within 2 hours of an event or suspicion of an event.

7. Enforcement of the Program

- A. Request for Information

Upon request, the Premise Plumbing System Owner, or premise occupants/tenants, shall furnish to the PCPSA all pertinent information regarding the premise plumbing water system/s. Information shall be used by the PCPSA for the purposes of assessing the premise plumbing water system/s for the potential of cross-connection hazards. The refusal to provide the PCPSA with any requested information shall be deemed evidence of the presence of a high hazard degree of cross-connection which shall require a greater degree of cross-connection control or backflow prevention requirements and possibly the discontinuance of water service by the PCPSA.

B. Notice of Violation

Any Premise Plumbing System Owner who may be in violation of any provision of this Program shall be served with a written Notice sent via certified mail to the owner's last known address. The Notice shall state the nature of the violation, the corrective action/s required to bring the plumbing system into compliance with the Program, and the Notice shall provide for a reasonable time limit, not to exceed 30 days from the date of Notice, for completion of all required corrective actions.

C. Refusal or Discontinuance of Service

The PCPSA shall take positive actions to ensure that their waterworks system is adequately protected from cross connections and backflows at all times. Appropriate preventative and control measures shall be required and installed. If a required backflow prevention assembly or device is not installed, tested, and maintained in accordance with the applicable sections of this Program; or, if a required backflow prevention assembly or device has been removed or bypassed; or, if unprotected cross connections exist within a premise plumbing system and the PCPSA has determined that there is inadequate backflow containment at the service connection, then the PCPSA shall discontinue water service to the premise and the water service shall not be reinstated until all deficiencies have been corrected or eliminated to the satisfaction of the PCPSA.

8. Private Property Entry

- A. Any representative/s from the PCPSA, after having presented credentials and identification, shall be allowed by the premise owner, or their tenant, to enter any building, structure, or other premise facility at any reasonable time, in order to perform any duty imposed under this Program. PCPSA duties may include, but are not limited to; taking photographs and video, water sampling and testing, performing inspections to and observing any premise plumbing system that may or may not be connected to the PCPSA's waterworks system.
- B. Where a Premise Plumbing System Owner, or their tenant, have security measures in place which would require identification and prior clearance before entry into or onto their premises, the Premise Plumbing System Owner, or their tenant, shall make all necessary arrangements with security personnel or systems so that upon presentation of identification, PCPSA representatives will be permitted to enter, without delay, for purposes of

performing their specific duties. Costs associated with all security checks or prior security clearance necessary for entry shall be performed by and at the expense of the Premise Plumbing System Owner or their tenant.

- C. Refusal to allow entry, for the purposes of enforcing this Program, may result in the discontinuance of PCPSA water service to the premise.
- D. As a condition of providing PCPSA service, Premise Plumbing System Owners, and or their tenants, shall execute a service agreement form which shall provide an inclusion clause stating that the Premise Plumbing System Owner, or their tenant, agrees to abide by all requirements and conditions contained within this Program and associated Plan, including granting the PCPSA right-of-entry in accordance with this section.

9. Prevention and Elimination Measures for Containment – Location

A. Service Connection Containment

A backflow prevention assembly, device, or backflow elimination method shall be installed at the PCPSA service line connection to premise plumbing water systems, where in the judgment of the PCPSA, a health, pollution, or system hazard to the PCPSA waterworks system exists or may exist.

B. Containment Beyond the Service Connection

When as a matter of preference or practicality, a backflow prevention assembly, device, or backflow elimination method may be located downstream of the PCPSA service connection; and in any such case, it shall be located upstream of any unprotected premise plumbing system branches or takeoffs. Inside the building being served by the PCPSA connection is the preferred location for any such backflow prevention assembly, device, or elimination method.

C. Point-of-Use Isolation In Lieu of Containment

Where, in the judgment of the PCPSA, all actual or potential cross-connections can be easily abated or controlled at each point-of-use, and where the premise plumbing system is not intricate or complex, point-of-use isolation protection by installation of an appropriate backflow prevention assembly, device, or backflow elimination method may be used in lieu of installing service connection containment. All backflow prevention assemblies, devices, or backflow elimination methods installed as point-of-use isolation shall be of the type meeting the requirements contained within this Program and of the USBC.

- D. The location of backflow prevention assemblies, devices, or backflow elimination methods installed at the service connection will be determined by a property survey, where necessary. Containment measures serving public buildings or other public facilities may be located on public property. Surveys shall be provided at the expense of the Premise Plumbing System Owner.
- E. Where the backflow assembly, device, or backflow elimination method will be located within the jurisdiction of the Local Building Official, it must be located upstream of any

unprotected plumbing system branches or takeoffs and installation must be in accordance with manufacturer specifications. The Local Building Official shall be advised and their approval obtained prior to installation.

10. Prevention and Elimination Measures for Containment – Where Required

- A. Backflow prevention assemblies, devices, or backflow elimination methods shall be installed where any of the following conditions exist. The type of assembly, device, or method required shall depend upon the degree of hazard determined according to Table 1, Determination of Degree of Hazard.
 - 1. Premises on which any substance is handled in such a manner as to create an actual or potential hazard to the PCPSA waterworks system, including premises having; auxiliary water systems or sources, systems containing process fluids, systems containing process waters, or waters originating from the PCPSA waterworks system which are no longer under the control of the PCPSA.
 - 2. Premises having internal cross-connections that, in the judgment of the PCPSA, may not be easily correctable, or have intricate plumbing arrangements that make it impracticable or exceedingly difficult to determine whether or not cross-connections exist.
 - 3. Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make an assessment of all cross-connection hazards which have the potential for impairing the quality of the water delivered by the PCPSA.
 - 4. Premises having a repeated history of cross-connections being established or re-established.
 - 5. Premises having fire protection systems, lawn sprinkler systems, or irrigation systems.
 - 6. Premises having frostproof yard hydrants, drinking fountains, other appurtenances or fixtures with below-grade weep holes subject to contamination.
 - 7. Premises where cause can be shown by the PCPSA that a potential cross-connection hazard not enumerated above exists.
- B. Premises having booster pumps or fire pumps connected directly to the PCPSA waterworks, or connected indirectly through a service connection, shall have the pumps equipped with a pressure sensing device to shut-off, or regulate the flow from the pumps when the pressure at any service connection in the PCPSA distribution system drops below the minimum working pressure of 20 psi.
- C. Approved backflow prevention assemblies, devices, or backflow elimination methods shall be installed at, but not necessarily limited to, the following types of facilities:

1. Hospitals, mortuaries, clinics, veterinary establishments, nursing homes, dental offices, and medical buildings;
2. Laboratories;
3. Piers, docks, and waterfront facilities;
4. Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
5. Food and beverage processing plants;
6. Chemical plants, dyeing plants, and pharmaceutical plants;
7. Metal plating industries;
8. Petroleum or natural gas processing or storage plants;
9. Radioactive materials processing plants or nuclear reactors;
10. Car washes and laundries;
11. Water loading stations;
12. Lawn care companies and their vehicles with storage or mixing tanks;
13. Slaughter houses and poultry processing plants;
14. Farms where the water is used for other than household purposes;
15. Commercial greenhouses and nurseries;
16. Health clubs with swimming pools, therapeutic baths, hot tubs or saunas;
17. Paper and paper products plants and printing plants;
18. Pesticide or exterminating companies and their vehicles with storage or mixing tanks;
19. Schools or colleges with laboratory facilities;
20. High-rise buildings (4 or more stories);
21. Multi-use commercial, office, or warehouse facilities;
22. High density, multi-use residential complexes served through a master meter;
23. Others specified by the PCPSA when reasonable cause can be shown for a potential backflow or cross connection hazard.

D. All temporary or emergency service connections shall be protected where reasonable cause can be shown that a potential backflow or cross connection hazard exists.

11. Type of Protection Required

- A. The type of protection required shall depend upon the degree of hazard which exists, or may exist, within a premise plumbing system. The degree of hazard, either high or low, is based upon the nature of the contaminant; the potential health hazard; the cause of backflow (either by back-pressure or by back-siphonage); and the potential effects to the PCPSA waterworks system. Table 1 and the USBC shall be used as a guide to determine the degree of hazard for any situation.
- B. Backflow elimination methods that include an air gap, physical disconnection, or discontinuance of PCPSA water service give the highest degree of protection and shall be used whenever practical to do so in high hazard situations subject to backpressure.
- C. An air gap, a physical disconnection, a reduced pressure principle backflow prevention assembly (RP), or discontinuance of PCPSA water service will protect against back-pressure and back-siphonage.

- D. The reduced pressure principle backflow prevention assembly or reduced pressure zone backflow prevention assembly (RP) shall be used in high hazard situations subject to back-pressure where it is impractical to eliminate the cross connection by an air gap or physical disconnection.
- E. Pressure Vacuum Breakers (PVB) and Atmospheric Vacuum Breakers (AVB) will not protect against back-pressure, but they will protect against back-siphonage. PVBs and AVBs may be used in low or high hazard situations subject to back-siphonage only.
- F. A double gate - double check valve assembly (DG-DC) will protect against back-pressure and back-siphonage but it shall not be used in high hazard situations.
- G. Backflow prevention devices consisting of dual independent check valves (DC) with or without an intermediate atmospheric vent shall only be used in low hazard situations.
- H. Interchangeable connections or changeover devices are not acceptable.

12. Approved Backflow Prevention Assemblies, Devices, and Backflow Elimination Methods for Containment

- A. Backflow prevention assemblies for containment shall be the reduced pressure principle backflow prevention assembly or reduced pressure zone backflow prevention assembly (RP), the double gate-double check valve assembly (DG-DC), the dual independent check valve device (DC), and the pressure vacuum breaker (PVB) or atmospheric vacuum breaker assembly (AVB).
- B. Backflow elimination methods shall be an air gap, physical disconnection, or discontinuance of PCPSA service. Construction requirements of air gaps shall be governed by the USBC. Physical disconnection and discontinuance of PCPSA service eliminates any connection, direct or indirect, between the PCPSA waterworks and a non-potable or questionable quality premise plumbing system.
- C. Backflow prevention assemblies shall conform to the latest available American Water Works Association (AWWA) standards, shall hold current University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC) approval, and shall be listed by the American Society of Sanitary Engineers (ASSE).
- D. Backflow prevention assemblies shall be installed, maintained, and repaired in accordance with the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC) and the manufacturer's instructions. Orientation of the assembly shall be as approved by the USC.
- E. For the purpose of point-of-use isolation protection in lieu of service connection containment, backflow prevention assemblies, devices, or elimination methods shall be as specified by the PCPSA where reasonable assurance can be shown that the isolation

protection assembly, device, or method will protect the waterworks. As a minimum, devices used in point-of-use isolation shall be listed by the American Society of Sanitary Engineering (ASSE) and shall comply with the Uniform Statewide Building Code (USBC). Assemblies and devices used in point-of-use isolation shall be of the type specified in Sections 11 C. and D.

- F. Backflow prevention assemblies or devices with openings, outlets, or vents that are designed to operate or open during backflow prevention shall not be installed in areas subject to flooding or in pits and they shall be installed in a free atmosphere.
- G. Backflow prevention assemblies or devices shall not be subjected to operating conditions of working pressure, back-pressure, temperature, or flow rates which exceed the test conditions of the performance evaluation standard under which the device is listed ASSE or the assembly is approved USC.

13. Pressure Sensing Devices

- A. A hydraulic analysis, performed by a professional engineer licensed in Virginia, shall be used to determine the set point of required pressure sensing devices used to shut off or regulate the flow from pumps connected directly or indirectly to the PCPSA waterworks system. The device shall be set at the service connection pressure which corresponds to the minimum working pressure required at the critical node in the affected waterworks distribution system, see *Commonwealth of Virginia, Department of Health, Waterworks Regulations 12 VAC5-590-510.C* for minimum working pressure requirements. In no case shall the pressure sensing device be set lower than 20 psi gauge. The hydraulic analysis shall be performed at the expense of the Premise Plumbing System Owner.

14. Point-of-Use Isolation Protection

- A. Any premise whether residential, commercial, industrial, or institutional, where any actual or potential cross connections can be easily corrected at each point-of-use, and where the premise plumbing system is not intricate or complex, point-of-use isolation protection by application of an appropriate backflow prevention assembly, device, or elimination method may be used in lieu of installing a service line containment device at the PCPSA service connection.
- B. Point-of-use isolation protection applied in lieu of service connection containment shall be governed in accordance with the Memorandum of Agreement between the Department of Housing and Community Development and the Department of Health, see attachment.

15. Temporary or Emergency Connections and Water Loading Stations

- A. Requests for temporary or emergency service connections and temporary or permanent water loading stations will be directed to the PCPSA for approval prior to making any such connection. The PCPSA will provide for periodic inspections of these connections as they relate to this Program and associated Plan.

16. Premises with an Auxiliary Water System/s

- A. Premises with an auxiliary water system/s may, upon approval of the PCPSA, maintain the water system/s on the premises if the system is **physically disconnected** from the premise plumbing system which is connected to the PCPSA waterworks system. The physical disconnection must be made prior to making any connection to the PCPSA waterworks system. Maintenance of the physical disconnection and access for inspections must be included as a clause in the PCPSA User Agreement Form.
- B. The use of an auxiliary water system/s and its physical disconnection from the premise plumbing system connected to the PCPSA waterworks system must be approved by the Virginia Department of Health and the Local Building Official.
- C. Periodic assessments will be conducted by the PCPSA in order to verify continued maintenance of the physical disconnection.

17. Assembly, Device, and Backflow Elimination Method Selection Guidelines

- A. EPA Cross-Connection Control Manual
- B. *Virginia Waterworks Regulations*
- C. AWWA M-14 Cross-Connection Control Manual
- D. University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research - USC
- E. Virginia Unified State Building Code - USBC

18. Inventory

- A. As applicable, the PCPSA shall maintain an accurate inventory of all backflow prevention assemblies, devices, backflow elimination methods, isolation devices, and isolation methods established at any premise plumbing systems which are connected to the PCPSA waterworks system.

19. Testing

- A. The schedule for testing of all required backflow prevention assemblies, devices, or methods, which are testable, shall not exceed 1 year. The PCPSA may, at its discretion, schedule more frequent testing at high hazard premise plumbing systems and at premise plumbing systems scheduled to upgrade a type of cross connection and backflow protection. In addition to annual testing, testing of all backflow prevention assemblies and devices shall be completed after initial installation and immediately after repair, overhaul, or relocation.

- B. The Backflow Prevention Device Worker “BPD Worker” shall complete a PCPSA Test and Maintenance form and shall submit the form to the PCPSA within 30 days of completion of testing. Completed forms can be hand delivered, mailed, faxed, or scanned and emailed to the PCPSA.
- C. The PCPSA will review and track the inventory listings of installed cross connection control assemblies, devices, and methods and will endeavor to notify the Premise Plumbing System Owner in writing as to the testing requirements within 60 days prior to the required testing due date.
- D. Copies of test results will be reviewed for completeness and accuracy. The PCPSA will notify the Premise Plumbing System Owner within 10 working days of receipt of any such record and of its acceptance.

20. Assembly, Device, and Backflow Elimination Method Testability/Serviceability

- A. Containment or point-of-use isolation assemblies and devices used within a premise plumbing system that are capable of being tested and repaired in-line include the Reduced Pressure Principle or Reduced Pressure Zone Device (RP), Double Gate-Double Check Valve Assembly (DG-DC) & Pressure Vacuum Breaker (PVB).
- B. Residential Dual Checks without an intermediate atmospheric vent and Boiler Dual Checks with an intermediate atmospheric vent are testable but most of these ASSE listed devices must be removed for testing. Some can be overhauled in-line.
- C. Generally, a visual inspection is the only means to inspect most Hose Bibb Vacuum Breakers (HBVB) since they cannot be removed if installed in accordance with the manufacturer's instructions. Some manufacturers do provide frost-proof wall hydrants with HBVBs which can be easily removed for inspection and replacement.
- D. Pipe connected Atmospheric Vacuum Breakers (AVB) can be inspected by removing the top cover.
- E. Air gaps, physical disconnection, and discontinuance of water service require only a visual inspection.

21. Backflow Events

- A. In the event of a backflow of pollution or contamination into the PCPSA waterworks, the PCPSA will promptly take or cause corrective action to confine and eliminate the pollution or contamination. The PCPSA shall report the backflow event to the appropriate Commonwealth of Virginia, Department of Health, Office of Drinking Water Field Office within 1 day and in the most expeditious manner (usually by telephone). The PCPSA shall submit a written report to the field office by the 10th day of the month following the month

during which the pollution or contamination occurred. The report will address the incident, its causes, effects, and preventative or control measures taken by the PCPSA.

22. Consumer Notification

- A. The PCPSA will notify the Premise Plumbing System Owner in writing as to the location, type, and deadline for installation of any backflow prevention assembly, device, or backflow elimination method, that may be required under this Program. If the Premise Plumbing System Owner fails to install any required assembly, device, or elimination method within the deadline specified by the PCPSA, or fails to complete testing, inspecting, overhauling, or repairing as required by the notification, a second notification will be prepared and it shall include a notification of the discontinuance of water service by the PCPSA until compliance by the Premise Plumbing System Owner is obtained.
- B. Premise Plumbing System Owners will be advised of the potential for thermal expansion installation of any backflow prevention device. Solutions to the negative effects caused by thermal expansion within a premise plumbing system will be at the discretion of, and at the expense of, the Premise Plumbing System Owner.

23. Coordination

- A. The PCPSA will route through the Local Building Official all new plans for fire service connections, lawn sprinkler systems, and other irrigation systems. All backflow prevention recommendations beyond the PCPSA service connection will be forwarded to the Local Building Official for proper building permit reference and approvals.
- B. The PCPSA will ensure coordination between their office and the Local Building Official as it pertains to cross connection control requirements at new premises, premises where usage has changed, premises where booster or fire pumps are used, and all other premises where plumbing system modifications would necessitate the implementation of this program.
- C. Required backflow prevention assemblies and devices shall be tested by and inspected by the Premise Plumbing System Owner and required backflow elimination methods shall be inspected by the PCPSA prior to final approval and use of the system.

24. Records

- A. The PCPSA shall maintain a listing of all PCPSA customers (metered and non-metered users).
- B. The PCPSA shall maintain a listing of all premise plumbing systems connected to the PCPSA's distribution system which contain cross-connection backflow prevention assemblies, devices, elimination methods, or isolation methods.

C. The PCPSA shall maintain a listing of Premise Plumbing System Owners who have connections to the PCPSA waterworks and who also operate an auxiliary water system at the premise. In addition, the water service usage records will be reviewed by the PCPSA to determine if the auxiliary water system is being used.

D. Survey Questionnaires shall be maintained by the PCPSA for 10 years.

E. Assessment reports shall be maintained by the PCPSA for 10 years.

F. Records of testing, maintenance, repairs, and overhauls of all backflow prevention assemblies, devices, and elimination methods shall be maintained by the PCPSA for 10 years.

25. Definitions

"Air gap separation" means the unobstructed vertical distance through the free atmosphere between the lowest point of the potable water outlet and the flood rim of the receiving vessel. Air gaps shall further be defined by the USBC.

"Approved" means accepted as meeting the applicable sections of the Patrick County Public Service Authority's Cross Connection Control Program and or Plan and approved by the *Commonwealth of Virginia Waterworks Regulations, and Virginia Uniform Statewide Building Code*.

"ANSI" means the American National Standards Institute.

"ASME" means the American Society of Mechanical Engineers.

"ASSE" means the American Society of Sanitary Engineering.

"ASTM" means the American Society for Testing and Materials.

"Atmospheric Vacuum Breaker" (AVB) means an approved device consisting of a check valve and an air inlet to relieve a vacuum. It shall effectively shut off the reverse flow, or back-siphonage, of water when a negative pressure exists on the supply side of the device.

"Auxiliary water system" means any water supply or system on or available to the premise of a consumer other than the PCPSA waterworks. These may be polluted or contaminated, objectionable, or of questionable quality and constitute an unapproved water supply or system over which the PCPSA does not have control.

"AWWA" means the American Water Works Association.

"Backflow" means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into a waterworks.

"Backflow elimination method" means the air gap separation or physical disconnection that will eliminate the cross-connection.

"Backflow prevention assembly" means a mechanical unit, designed to control various cross connections and stop the reversal of flow that includes an inlet and outlet shutoff valve and test cocks to facilitate testing of the assembly. Backflow prevention assemblies include the reduced pressure principle backflow prevention assembly, the double check valve assembly, and the pressure vacuum breaker assembly.

"Backflow prevention device" means a mechanical unit designed to control cross connections and stop the reversal of flow that is not testable because it does not have inlet and outlet shutoff valves or test cocks. A backflow prevention device is not generally designed or constructed to withstand continuous pressure over 12 hours, or to control high hazards. A backflow prevention device generally includes the atmospheric type vacuum breakers and the dual check valve type devices.

"Back-pressure backflow" means backflow caused by pressure in the downstream piping that is superior to the supply pressure at the point of consideration.

"Back-siphonage" means backflow caused by a reduction in pressure that causes a partial vacuum, creating a siphon effect.

"Consumer" means any person receiving water for human consumption from a waterworks.

"Containment" means the safeguard against backflow into a waterworks from a consumer's water system by installing an appropriate backflow prevention assembly, backflow prevention device, or backflow elimination method at the service connection or downstream of the service connection but before any unprotected takeoffs.

"Contaminant" means any objectionable or hazardous physical, chemical, biological, or radiological substance or matter in water.

"Cross-connection" means any actual or potential link, connection, or physical arrangement, direct or indirect, between used water, an auxiliary water system, or other source of contamination or pollution to the waterworks through which backflow can occur.

"Degree of Hazard" means the qualification of what potential and actual harm may result from cross connection within a premise plumbing system. Establishing the degree of hazard is directly related to the type and toxicity of contaminates that could feasibly enter the PCPSA waterworks system and is determined by the PCPSA Cross Connection Control Program Administrator.

"Distribution main" means a water pipeline whose primary purpose is to convey drinking water to service connections.

"Distribution system" means a network of pipelines and appurtenances by which a waterworks delivers drinking water to its consumers.

"Double check valve assembly" or "double check detector backflow assembly" means a backflow prevention assembly composed of two single independently acting check valves including tightly closing shutoff valves located at each end of the assembly and test cocks to facilitate testing of the assembly, used for low hazard situations.

"DPOR" means the Virginia Department of Professional and Occupational Regulation.

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

"Human consumption" means drinking, food preparation, dishwashing, bathing, showering, hand washing, teeth brushing, and maintaining oral hygiene.

"Isolation" means the safeguard against backflow into a waterworks from a consumer's water system by installing an appropriate backflow prevention assembly or device or by installing a backflow elimination method at the sources of potential contamination in the consumer's water system. This is also called "point-of-use isolation".

"Multi-use premise" means property that incorporates two or more different uses, and may include a variety of building types and uses within the same building or within a single development.

"Non-potable water" means water not classified as pure water.

"NSF" means NSF International, formerly known as the National Sanitation Foundation. NSF collaborates with ANSI and Canadian authorities on drinking water standards development (NSF/ANSI/CAN).

"PCPSA" means the Patrick County Public Service Authority.

"Physical disconnection" means the removal or absence of pipes, fittings, or fixtures that connect a waterworks directly or indirectly to any other water system.

"Plan" means the Patrick County Public Service Authority's Cross Connection Control Plan.

"Point-of-entry device" or "POE device" means a treatment device applied to the water entering a house or building for the purpose of reducing contaminants in the water distributed throughout the house or building.

"Point-of-use device" or "POU device" means a treatment device applied to a single tap for the purpose of reducing contaminants in the water at that one tap.

"Pollution" means the presence of any foreign substance (chemical, physical, radiological, or biological) in water that tends to degrade its quality so as to constitute an unnecessary risk to human health or impair the usefulness of the water.

"Potable water" means the same as "pure water."

"Premise" means land and or structures that makeup a parcel of property.

"Premise Plumbing System" means the portion of a water system, including both hot and cold water, various devices (e.g., hot water heater, HVAC humidifier), fixtures (e.g., showers, faucets), and drains (e.g., sinks, toilets) connected to the PCPSA distribution system via service lines.

"Premise Plumbing System Owner" means any individual, corporation, partnership, association, cooperative, limited liability company, trust, joint venture, government, political subdivision, or any other legal or commercial entity and any successor, representative, agent, or instrumentality thereof owning a premise that contains plumbing systems used for the purposes of conveying potable or non-potable water for the uses contained therein by the premise as well as the use of any occupants of the premise.

"Pressure vacuum breaker assembly" means a backflow prevention assembly (i) designed to prevent back-siphonage and used for high hazard or low hazard situations; (ii) composed of an independently operating spring-loaded check valve, an independently operating spring-loaded air-inlet valve, and tightly closing shutoff valves located at each end of the assembly; and (iii) fitted with properly located test cocks to facilitate testing of the assembly.

"Process fluids" means any fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted that would constitute a health, environmental, or system hazard if introduced into the waterworks. This includes (i) polluted or contaminated water; (ii) used waters; (iii) cooling waters; (iv) contaminated natural waters taken from wells, lakes or reservoirs, streams, or irrigation systems; (v) chemicals in solution or suspension; or (vi) oils, gases, acids, alkalis, and other liquid and gaseous fluid used in industrial or other processes.

"Process water" means water used for dissolving dry chemicals; diluting liquid chemicals; and operating chemical feeders, treatment facilities, or equipment.

"Program" means the Patrick County Public Service Authority's Cross Connection Control Program.

"Program Administrator" means the Patrick County Service Authority's Executive Director or the person so designated by the Executive Director acting as the Cross Connection Control Program Administrator.

"Pure water" means water fit for human consumption that is (i) sanitary and normally free of minerals, organic substances, and toxic agents in excess of reasonable amounts and (ii) adequate in quantity and quality for the minimum health requirements of the persons served.

"Reduced pressure principle backflow prevention assembly" or "reduced pressure zone backflow prevention assembly", (RP) assembly means an assembly designed to prevent back-siphonage or back-pressure backflow and used for high or low hazard situations, composed of two independently operating spring-loaded check valves together with an independent, hydraulically operating pressure differential relief valve located between the two check valves. During normal flow and at the cessation of normal flow, the pressure between these two checks shall be less than the supply pressure. The assembly shall include tightly closing shutoff valves located at each end of the RP assembly and shall be fitted with properly located test cocks to facilitate testing of the assembly.

"Service connection" means the point of delivery of finished water from the PCPSA waterworks to a consumer's water system, fire protection system, irrigation system, and to all other points where finished water is delivered through the distribution system to a consumer. Generally, the service connection occurs at the water meter, or at the distribution main if no water meter is installed, or in the case of an owner of both the waterworks and the building supplied, the point of entry into the building. Service connections may be permanent, temporary, or emergency.

"Service line" means the pipeline or service pipe between the service connection and the building connection.

"Single-family structure" means a building constructed as a single-family residence that is currently used as either a residence or a place of business.

"USBC" means the Virginia Uniform Statewide Building Code.

"USC" means the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California.

"Used water" means any water supplied by a waterworks to a consumer's water system after it has passed through the service connection and is no longer under the control of the owner.

"Waterworks" means a system that serves piped water for human consumption to at least 15 service connections or 25 or more individuals for at least 60 days out of the year. "Waterworks" includes all structures, equipment, and appurtenances used in the storage, collection, purification, treatment, and distribution of potable water except the piping and fixtures inside the building where such water is delivered.

26. Attachments

- A. Tabel 1, Determination of Degree of Hazard
- B. Table 2, Assembly and Device Application
- C. Department of Housing and Community Development Memorandum of Agreement
- D. Patrick County Public Service Authority Cross-Connection Control Plan

TABLE 1 — Determination of Degree of Hazard

Cross-connections that meet or may meet the following conditions shall be rated at the corresponding degree of hazard.	
High Hazard	<p>The contaminant is toxic, poisonous, unhealthy, or of unknown quality.</p> <p>In the event of backflow of the contaminant, a health hazard would exist.</p> <p>A high probability exists of a backflow occurrence either by backpressure or by back-siphonage.</p> <p>The contaminant would disrupt the service of piped water for human consumption.</p> <p>Examples — Sewage, used water, non-potable water, auxiliary water systems, lawn irrigation systems, fire sprinkler systems with chemical additives or antifreeze, and mixtures of water and other liquids, gases, toxic or hazardous chemicals.</p>
Low Hazard	<p>The contaminant would only degrade the quality of the water aesthetically or impair the usefulness of the water.</p> <p>In the event of backflow of the contaminant, a health hazard would not exist.</p> <p>A low probability exists of a backflow occurrence.</p> <p>Backflow would occur by back-siphonage only.</p> <p>The contaminant would not seriously disrupt service of piped water for human consumption.</p> <p>Examples — Food stuff, coffee machines, non-carbonated beverage dispensers, and residential fire sprinkler systems constructed of materials designed for potable water flow, nontoxic chemicals and non-hazardous chemicals.</p>

Table 2 – Assembly and Device Application

Degree of Hazard	Method of Backflow	Pressure or Flow Conditions	Device	ASSE #
High	BP or BS	Continuous	RP*	1013 & 1047
	BS only	Non-continuous	Pipe Applied AVB*	1001 & 1035
		Non-continuous	Hose Bibb AVB	1011 & 1052
		Non-continuous	Wall Hydrant w/AVB	1019
		Continuous	PVB*	1020 & 1056
Low	BP or BS	Continuous	DG-DC*	1015 & 1048
Low	BS only		AVB	1001 & 1035
			PVB	1020 & 1056
		Continuous	DC w/o Vent	1024 & 1032
		Continuous	DC w/ Vent	1012 & 1022

NOTES:

1. * USC approved containment assemblies are available.
2. Degree of Hazard - See Table 1 — Determination of Degree of Hazard.
3. BS means backflow by back-siphonage.
4. BP means backflow by backpressure or superior pressure.
5. Continuous means operating under continuous flow or pressure. This condition usually applies to devices installed inline and may have valves downstream of the device.
6. Non-continuous means operating intermittently not to exceed 12 hours under continuous pressure or flow in a 24-hour period. This condition usually applies to devices which are connected to hose bibbs, hydrants, or faucets which are open to the atmosphere. Valves should not be located downstream of these devices.
7. RP means a reduced pressure principal or zone backflow prevention assembly.
8. Pipe applied AVB means an atmospheric vacuum breaker permanently installed in the plumbing or on faucets.
9. Hose bibb AVB means a hose bibb type atmospheric vacuum breaker with a single or with dual checks and a vent. ASSE 1052 is preferred.
10. Wall hydrant w/AVB means a through-the-wall, frostproof self-draining type wall hydrant with AVB attached or built in.
11. PVB means a pressure vacuum breaker.
12. Spill resistant AVB have the same ASSE # as standard, pipe applied AVB.
13. Spill resistant PVB have ASSE # 1056.
14. DG-DC means a double gate-double check valve assembly.
15. DC w/o Vent means a dual device composed of two independently acting check valves without an atmospheric vent ("residential dual check" and "beverage dispenser dual check"), DC w/ Vent means a device composed of two independently acting check valves with an intermediate atmospheric vent ("boiler dual check").

DATE: August 29, 1980, **Revised** November 15, 2002, **February 4, 2014**

TO: ODW Field Office and Technical Services Staff

FROM: John J Aulbach II, PE, Director
Office of Drinking Water 

SUBJECT: ADMINISTRATION - CONTACTS OUTSIDE ODW –
Interaction with the Board of Housing and Community Development

Project Leader: Susan Douglas 

A revised Memorandum of Understanding (MOU), attached, has been signed between the State Health Commissioner and the Director of the Department of Housing and Community Development (DHCD). The purpose of the MOU is to coordinate the implementation of the VDH's *Waterworks Regulations* and the BHCD's *Uniform Statewide Building Code*. The revised versions are substantially similar to the initial agreement, albeit with updated language and clarifications.

In the late 1980's the Virginia Department of Health (VDH) entered into an agreement with the Board of Housing and Community Development (BHCD) to clarify our respective agency jurisdictions in regard to potable water and premise plumbing. The agreement was revised in June 2002, and has been revised again, at the instigation of the Department of Housing and Community Development, in conjunction with their 2012 regulatory cycle.

The main objectives of this MOU are:

1. Suspend issuance of building permits in locations where the waterworks has reached its maximum capacity and/or is unable to reliably meet safe drinking water standards;
2. Coordinate the requirements for cross-connection control and backflow prevention included in BHCD *Codes* and the *Waterworks Regulations*;
3. Recognize situations where a waterworks' facilities may be housed within a building served by the waterworks.

The third objective will provide a foundation for VDH to consistently address non-community waterworks that may have been overlooked or misidentified, particularly those using point-of-use or point-of-entry treatment systems.

The VDH Office of Drinking Water (ODW) routinely communicates with the DHCD local building officials on waterworks status, and field personnel are encouraged to contact building officials directly when situations arise. Please be aware that the local building officials are local and are only advised (not controlled) by state building officials. Any disputes with a local official's decision must be settled through local and state review boards.

END OF MEMO

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
AND THE
VIRGINIA DEPARTMENT OF HEALTH**

December 2013

In accordance with § 36-97 *et seq.* and § 32.1-167 *et. seq.* of the *Code of Virginia*, the Virginia Department of Health (hereafter referred to as the "VDH") and the Virginia Department of Housing and Community Development (hereafter referred to as the "DHCD") agree to coordinate the Uniform Statewide Building Code (hereafter referred to as the "USBC") and the *Virginia Waterworks Regulations* (hereafter referred to as the "Regulations"). The USBC shall not supersede the *Regulations* as stated in § 36-98 of the *Code of Virginia*. The parties agree to the following.

1. Adoption and promulgation of the USBC is the responsibility of the DHCD; enforcement of the USBC is the responsibility of the local building department; and adoption, promulgation, and enforcement of the *Regulations* is the responsibility of the VDH.
2. The jurisdiction of the USBC includes all buildings, structures, and equipment (as defined in § 36-97 of the *Code of Virginia*) up to the point of connection to the water meter; and that the jurisdiction of the *Regulations* includes the meter, all waterworks' mains, treatment facilities, and raw water collection and transmission facilities. Where no meter is installed, the point of demarcation between the jurisdiction of the USBC and of the *Regulations* is the point of connection to the waterworks main; or, in the case of an owner of both waterworks and the building served, the point of demarcation is the point of entry into the building.

Exception: Whenever a building or structure is utilized to house portions of a waterworks, as determined by the VDH, the *Regulations* shall apply to all such water treatment, storage, and pumping facilities and the USBC shall apply to the building, structure, and equipment as defined in § 36-97 of the *Code of Virginia*.

3. Both the USBC and the *Regulations* will include a clear reference to jurisdiction of the other document.
4. The *Regulations* will require each waterworks owner to have a cross-connection control and backflow prevention program consistent with the *Regulations*. The *Regulations* will require, as a minimum, an approved containment device at each service connection consistent with any existing or potential health, pollution, or system hazard to the waterworks. In lieu of such containment devices, point-of-use isolation protection devices shall be permitted to be installed; shall comply with the provisions of the USBC; and, shall be deemed to be in compliance with the *Regulations*.

Memorandum of Understanding

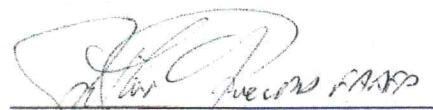
Page 2 of 2

5. The building official is required by the USBC to be assured that the water supply to a building is safe and of adequate capacity before issuing a building permit. Building permits involving a new water connection or extension of an existing connection to a waterworks main shall not be issued when the VDH has notified the building official in writing that the waterworks is unsafe or at or above its permitted capacity.
6. Appropriate amendments, additions, or deletions will be made to the *Regulations* and to the USBC to insure that there is no jurisdictional conflict between the two documents.
7. It is the intention of both the DHCD and the VDH to cooperate with each other in resolving any technical conflicts between the *Regulations* and the USBC, and in developing and implementing operational procedures to ensure and promote a constructive working relationship between building and health officials.
8. Except in matters of imminent danger to public health or safety, whenever conflicts or disagreements arise between the two agencies or their staffs, all appropriate regulatory procedures will be exhausted before any judicial action.
9. This Understanding may be amended or terminated by mutual consent of the parties.

The undersigned agree to the conditions of this Understanding.



William C. Shelton, Director
Virginia Department of Housing and
Community Development



Cynthia Romero, MD, FAAFP
State Health Commissioner
Virginia Department of Health

Be it known, that the Patrick County Public Service Authority on this the 21st day of January, 2025 did hereby adopt by majority vote of its Board of Directors this Cross-Connection Control Program.

PATRICK COUNTY PUBLIC SERVICE AUTHORITY,

Signature: Bobby Mangrum _____
Chairperson _____ Bobby Mangrum

Attest: Ruth Russell _____
Secretary _____ Ruth Russell

PATRICK COUNTY PUBLIC SERVICE AUTHORITY (PCPSA) CROSS-CONNECTION CONTROL PLAN

1. **Title:** Patrick County Public Service Authority Cross-Connection Plan, referred to hereafter as the “Plan”.

Adoption Date: January 21, 2025

2. Administration

The PCPSA Executive Director, or their designee, acting as the Cross-Connection Control Program Administrator, herein after referred to as the “Program Administrator” shall have administrative authority to implement and carry out, or cause to be carried out, all plan procedures and specified requirements under this Cross-Connection Control Plan, referred to hereafter as the “Plan”.

This Plan shall be governed by and under the authority of the Patrick County Public Service Authority Cross-Connection Control Program, referred to as the “Program”. As the requirements of the Program are reviewed and changed, so shall the Plan shall be reviewed and the procedures and specified requirements of the Plan shall be updated to adhere to the requirements of the Program.

3. Procedures

A. General

1. Each premise plumbing system connected to the PCPSA waterworks system will be assessed on a regular basis for cross-connection hazards. Assessments may be performed by interviews or Survey Questionnaires. Interviews may be conducted onsite or by phone. Survey Questionnaires may be mailed or they may be completed by a phone interview. The results of a Survey Questionnaire may prompt an onsite interview and or inspection.
2. The Program Administrator will arrange to have a person trained in cross-connection control programs conduct an interview at least once every 3 years, or more frequently at the discretion of the PCPSA, with each Premise Plumbing System Owner, or their representative, identified in any of the following situations:
 - a. Premises on which any substance is handled in such a manner as to create an actual or potential hazard to the PCPSA waterworks system, this shall include premises operating auxiliary water systems or having sources or systems containing process fluids or waters originating from the PCPSA waterworks system which are no longer under the control of the PCPSA.

- b. Premises having internal cross-connections that, in the judgment of the PCPSA may not be easily correctable or having intricate plumbing arrangements that make it impracticable to determine whether or not cross connections exist.
- c. Premises where, because of security requirements, or other prohibitions and or restrictions, it is impossible or impractical to make an assessment of all cross-connection hazards having the potential for impairing the quality of the water delivered.
- d. Premises having a repeated history of cross-connections being established or re-established.
- e. Premises having fire protection systems, lawn sprinkler systems, or other irrigation systems.
- f. Premises having frostproof yard hydrants, drinking fountains, or other appurtenances or plumbing fixtures with below-grade weep holes subject to contamination.
- g. Premises having conditions specified by the PCPSA, or the *Virginia Department of Health*, where cause can be shown that a potential cross-connection hazard not enumerated above exists.
- h. Booster pumps or fire pumps connected to the waterworks.
- i. Hospitals, mortuaries, clinics, veterinary establishments, nursing homes, and medical buildings;
- j. Laboratories;
- k. Piers, docks, and waterfront facilities;
- l. Sewage treatment plants, sewage pumping stations, or storm water pumping stations;
- m. Food and beverage processing plants;
- n. Chemical plants, dyeing plants, and pharmaceutical plants;
- o. Metal plating industries;
- p. Petroleum or natural-gas processing or storage plants;
- q. Radioactive material processing plants or nuclear reactors;
- r. Car washes and laundries;
- s. Buildings with commercial, industrial, or institutional occupants served through a master meter;
- t. Water loading facilities;
- u. Slaughter houses and poultry processing plants;
- v. Farms where the water is used for other than household purposes;
- w. Commercial greenhouses and nurseries;
- x. Health clubs with swimming pools, therapeutic baths, hot tubs, or saunas;
- y. Paper and paper-product plants and printing plants;
- z. Pesticide or exterminating companies and their vehicles with storage or mixing tanks;
- aa. Facilities that blend, store, package, transport, or treat chemicals, and their related vehicles;
- bb. Schools or colleges with laboratory facilities;
- cc. Buildings of four or more stories;
- dd. Multiuse commercial, office, or warehouse facilities; and

- ee. Others specified by the PCPSA or the Virginia Department of Health when reasonable cause can be shown for a potential backflow or cross-connection hazard.
- 3. The Program Administrator will arrange to have a Survey Questionnaire completed by each remaining Premise Plumbing System Owner not identified in Plan Section 3.A.2, including residential systems, at least once every 5 years. A change in name on the PCPSA customer account shall prompt the completion of a new Survey Questionnaire for the premise.
- 4. The Program Administrator will route all new plans for fire service connections, lawn sprinkler systems and other irrigation systems, as well as all cross-connection control recommendations downstream of the PCPSA service connection through the Local Building Official for review and approval. An application that includes a new service connection to the PCPSA waterworks system shall not be considered complete without the signed approval of the Program Administrator.
- 5. The Local Building Official will coordinate cross-connection control requirements with the Program Administrator for all new premises, existing premises where the usage has changed, all new and existing premises where booster or fire pumps are used, and where any plumbing modifications occur at an existing premise.
- 6. The Program Administrator will review and track all cross-connection control records and shall endeavor to notify Premise Plumbing System Owners in writing as to the testing requirement of any installed backflow assembly, device, or elimination method within 60 days of its testing due date.
- 7. The Program Administrator shall submit all enforcement action recommendations to the PCPSA Board of Directors for final approval.

B. Assessments by Interviews

- 1. Interviews will follow the Survey Questionnaire Form which shall be used to assess the need for cross connection control requirements at premise plumbing systems connected to the PCPSA waterworks system.
- 2. A person trained and experienced in cross-connection control programs will conduct a cross-connection control and backflow prevention interview with each Premise Plumbing System Owner, or their representative, identified in Plan Section 3.A.2.
- 3. During interviews, a request to conduct an inspection will be made and each installed backflow prevention assembly, device, elimination or isolation method will be inspected for appropriateness, proper installation, and general appearance. Point-of-use isolation protection will be discussed with the Premise Plumbing System Owner. A report by the person conducting the interview, and or inspection, will be filed with the Program Administrator. The report shall note possible violations and recommendations for repair,

overhaul, or replacement of any existing backflow assembly, device, elimination or isolation method. The report shall also include recommendations for the installation of additional devices and/or the implementation of point-of-use isolation methods.

4. Available information about the premise to be assessed will be gathered prior to the interview.
5. The reasons for the importance of cross-connection control and backflow prevention will be explained to the Premise Plumbing System Owner or their representative.
6. Water usage after it enters a premise plumbing system will be investigated.
7. Plans for future premise expansion and possible additional protection requirements will be discussed with the Premise Plumbing System Owner, or their representative.
8. Onsite inspections of premises will be used to determine if point-of-use isolation should be installed for the protection of the premise plumbing system or considered for substitution for containment.
9. Information collected by an interview will be recorded on a Survey Questionnaire Form. This will include water usage, an assessment of the degree of hazard, and system diagrams.
10. The results of an interview or inspection, along with recommendations for containment devices and/or point-of-use isolation protection, will be submitted to the Program Administrator for review and approval. The Program Administrator will coordinate with the Local Building Official concerning all recommendations for point-of-use isolation devices or point-of-use separation in lieu of containment. The Local Building Official's approval shall be gained prior to the implementation of any point-of-use isolation devices or separation methods.
11. For those facilities where phone interviews are conducted, they will be conducted by a person trained and experienced in cross connection control programs. A Survey Questionnaire will be completed and used to determine or affirm the degree of hazard and to assess the facility for any new hazards.
12. Denial of an interview or failure to provide any requested pertinent information shall prompt the requirement to install a high hazard containment device or to discontinue water service delivered by the PCPSA.

C. Assessment by mailed Survey Questionnaires

1. Survey Questionnaires will be completed by mail for each Premise Plumbing System Owner except for those premises where an onsite or phone interview will be conducted.

2. The results of a mailed Survey Questionnaires will be reviewed by the Program Administrator. Based upon the responses to the Survey Questionnaire, a cross-connection control interview may or may not be scheduled with the Premise Plumbing System Owner. No response to the Survey Questionnaire will prompt an interview request. Denial of an interview or failure to provide any requested pertinent information shall prompt the requirement to install a high hazard containment device or to discontinue water service delivered by the PCPSA.
3. Mailed Survey Questionnaires may be repeated annually at the discretion of the Program Administrator for those premises identified in Section 3.A.2 after an initial onsite interview where backflow prevention devices or isolation methods are installed and the results of the initial interview are not expected to change. These premises would where backflow prevention devices or isolation methods are installed and the results of the initial interview are not expected to change, or where the plumbing is not intricate or complex and not expected to be modified and where no unexpected change in the use of the premise would occur without the Program Administrator being notified.

D. Consumer Notification

1. The Program Administrator will notify the Premise Plumbing System Owner in writing of the type and location of any backflow assembly, device, or elimination method which is required to be installed under the requirements of the Program. The notification shall include a deadline for the completion of the installation, typically 15 days from the date of the notification.
2. If the Premise Plumbing System Owner fails to install any required backflow prevention assembly, device, or elimination method, within the specified deadline, the Program Administrator shall send a written Notice of Violation to include a notification of possible discontinuance of service by the PCPSA unless compliance is obtained within 30 days of said notice.
3. If the Premise Plumbing System Owner fails to complete any required test, inspection, or overhaul to install any required backflow prevention assembly, device, or elimination method, the Program Administrator shall send a written Notice of Violation to include a notification of possible discontinuance of service by the PCPSA unless compliance is obtained within 30 days of the date of said notice.

E. New Premises

1. All local building permit applications with proposed premise plumbing system connections to the PCPSA's waterworks system shall be reviewed and approved by the Program Administrator for cross connection control requirements prior to the issuance of a building permit by the Local Building Official.
2. Prior to the Local Building Official issuing a Certificate of Occupancy for premises containing required backflow containment, all required backflow assemblies, devices, or

elimination methods shall be made operational. The Premise Plumbing System Owner shall be responsible for completing all required testing of backflow prevention assemblies and devices, and a copy of all test reports shall be submitted to the Program Administrator for review and approval.

3. A follow up inspection of all new premises having backflow containment devices, except for residential premises, will be performed by the Program Administrator within 30 days of first occupancy of the premises.

F. Existing Premises

1. Premise Plumbing System Owners, or their representative, of existing premises identified in Section 3.A.2 will be interviewed and subsequently notified in writing of any backflow prevention requirements.
2. All Premise Plumbing System Owners not identified in Section 3.A.2 will initially be interviewed or mailed Survey Questionnaires.

G. Premises with Residential Service Line Containment Devices Owned by the PCPSA

1. Residential service line containment devices, such as those devices consisting of dual independent check valves (ASSE # 1024), shall be inspected once every (5) years. Testing, repair, overhauling, or replacing these devices shall be as recommended by the manufacturer.
2. Assessments of residential premise plumbing systems that are connected to devices owned by the PCPSA shall be conducted every (5) years. The assessments shall be conducted by a mailed Survey Questionnaire and the survey results shall be reviewed as noted in Section C.2.

H. Premises with Auxiliary Water Systems

1. Premises with an auxiliary water system may, upon approval of the Program Administrator, maintain the water system on the premises so long as a physical separation from the premise plumbing system is provided, maintained, and access is granted to the PCPSA for periodic inspections. A written request must be made by the Premise Plumbing System Owner to the Program Administrator and the Local Building Official must concur with any approval given by the Program Administrator.
2. Assessments by interview shall be performed every 3 years in order to verify maintenance of the physical separation. If an interview is denied by the Premise Plumbing System Owner, they shall be notified by the PCPSA in accordance with Section 7 of the PCPSA's Cross Connection Control Program.

I. Premises with Booster or Fire Pumps

1. Premises that have booster pumps or fire pumps connected to the PCPSA waterworks system shall have the pumps equipped with a pressure sensing device to shut off or regulate the flow in order to prevent a reduction of pump suction line pressure to less than 20 psi gauged. The Premise Plumbing System Owner shall, at their expense, arrange to have the device tested annually as part of their backflow prevention device testing and maintenance requirements.
2. An annual assessment of all premises with booster or fire pumps connected to the PCPSA waterworks system will be performed in order to verify maintenance of the required pressure sensing device. Assessments shall be made by interview. If an interview is denied, the Premise Plumbing System Owner will be notified in accordance with Section 7 of the Program.
3. The Program Administrator shall maintain an inventory and cause to have annual assessments performed for any residential premise which contain booster or fire pumps that are connected to the PCPSA waterworks system.

J. Backflow Prevention Device Worker

1. A Backflow Prevention Device Worker, "BPD Worker", shall be responsible for making inspections, testing, repairing, or overhauling backflow prevention assemblies and devices. The BPD Worker shall prepare and submit written reports of inspections, tests, repairs, and overhauls. Reports shall be submitted to the Premise Plumbing System Owner and to the Program Administrator. Reports shall include a completed PCPSA Test and Maintenance Form.
2. BPD Workers shall be certified by the Virginia Department of Professional and Occupational Regulation (DPOR), Virginia Board for Contractors, under the Tradesman Regulations, to test and repair assemblies and assembly or device testing procedures shall be those acceptable to DPOR, Board for Contractors. Assembly or device testing equipment shall conform to University of Southern California (USC) Field Test Kit Standard as test equipment is made available.
3. The BPD Worker shall include a list of all materials and replacement parts used for the purposes of testing, repairing, or overhauling backflow prevention assemblies and devices. The BPD Worker shall ensure that all materials and parts used meets the manufacturer's recommendations and standards.
4. The BPD Worker shall not change the design or operational characteristics of any assembly or device without prior written approval of the Premise Plumbing System Owner, the Program Administrator, and the manufacturer.
5. The BPD Worker shall be equipped with and be competent in the use of all tools, gauges, manometers, and any other equipment necessary to properly test, repair, overhaul, and maintain backflow and isolation devices.

K. Point-of-use Isolation Protection

1. Any residential, commercial, institutional, or industrial premise where actual or potential cross-connections can be easily corrected at each point-of-use and where the premise plumbing system is not intricate or complex, point-of-use isolation protection by application of an appropriate backflow prevention assembly, device or method may be used in lieu of installing a containment device at the service connection if the following conditions are met:
 - a. The method of protection provided shall be, in the judgment of the Program Administrator, the method which provides the best protection; and
 - b. The Premise Plumbing System Owner has granted written right-of-entry to the PCPSA and their representative/s for inspections and has made a written request in for point-of-use isolation protection; and
 - c. The Local Building Official approves its use.
2. All backflow prevention assemblies, devices, or methods employed under this section shall be of the type approved by the Program Administrator and shall comply with the requirements of the USBC.

L. Containment Policy and Service Line Protection

1. Per *Commonwealth of Virginia Regulation 12VAC5-590-610*, the PCPSA waterworks requires containment consisting of a backflow prevention assembly or device installed at:
 - a. The service connection for all commercial, industrial, institutional, and other non-residential service connections, as well as all connections served by a master meter, this includes but is not limited to, the facilities listed in 3.A.2. Premise Plumbing System Owners wishing to install their backflow prevention assembly at a location other than at the PCPSA service line connection will require prior approval of the Program Administrator and the Local Building Official. If approval to install a backflow prevention assembly, device, or method at a location other than the PCPSA service connection is granted, it shall be installed prior to the installation of any unprotected service line takeoffs.
 - b. Residential irrigation system backflow prevention assemblies, devices, or methods may be located at the point of connection between the premise plumbing system and the irrigation system, but shall be located before any irrigation system outlets, controls, or openings. This isolation in lieu of containment method is permitted so that the customer can be protected from potential contamination by their own irrigation system. Under this scenario, the irrigation backflow prevention assembly, device, or method serves as the required containment, and

is therefore subject to all regulatory guidance directed by the PCPSA Cross Connection Control Program and this Plan.

- c. All residential meter assemblies installed and owned by the PCPSA shall contain dual check valves (ASSE #1024).
- d. The Program Administrator or the Local Building Official may require additional backflow prevention assemblies, devices, or methods to provide isolation protection for spaces inside multi-use premises in order to ensure that a potential hazard to the potable water system is not spread to the water system utilized by other occupants of the premises. These include facilities identified by the *Virginia Department of Health Waterworks Regulations* as requiring a backflow prevention assembly or device at the service connection, but have been located within a multi-use premise. Additional examples would also include, but are not limited to; restaurants, medical facilities, veterinarian facilities, nail or hair salons, dry cleaners and commercial laundry equipment, reclaimed or recycled water, solar hot water systems, grocery stores, breweries or beverage processing plants, film laboratories, etc. The USBC and the manufacturer's specifications shall be used to determine the appropriateness of the backflow assembly, device, or method application and shall depend on the degree of hazard that exists or may exist.

M. The PCPSA shall maintain acceptable working pressures in its distribution system in order to reduce the potential for backflow to occur. The PCPSA shall provide a minimum working pressure of 20 psi gauge at all customer service connections.

N. The Program Administrator shall review the Cross-Connection Control Plan not less than every 5 years and update it as necessary to satisfy the requirements of the *Commonwealth of Virginia, State Board of Health, Waterworks Regulations*. Updates to the Plan shall be submitted to the Virginia Department of Health, Office of Drinking Water for review and approval.

O. Temporary or emergency service connections to the PCPSA waterworks system shall be protected with a backflow prevention assembly, device, or elimination method. This includes all connections made to fire hydrants for purposes such as filling tanker trucks, use by construction activities, and landscaping uses. The Program Administrator will ensure that all fire hydrant meters are fitted with backflow prevention devices and that they are inspected.

P. The Program Administrator shall notify the Premise Plumbing System Owner of their intent to discontinue PCPSA water service for any of the following reasons:

- 1. The Premise Plumbing System Owner has not installed, tested, and or maintained a required backflow prevention assembly, device, or elimination method in accordance with the applicable sections of the Program and Plan;
- 2. The Premise Plumbing System Owner has allowed a required backflow prevention assembly, device, elimination method, isolation device, or isolation method to become inoperable or they have removed or bypassed it, or;

3. The PCPSA becomes aware of an unprotected or inadequately protected cross connection that exists on the premises served and has determined that there is inadequate backflow prevention at the service connection.

The notice shall include corrective actions to be completed and a deadline to complete the corrective actions. In the event that corrective actions listed within the notice have not been completed within the specified deadline contained within the notice, the Program Administrator shall have the service discontinued.

4. Records

A. An up-to-date list of all service connections to the PCPSA waterworks (metered and non-metered) will be maintained. The list will contain:

- name of premises
- owner of premises
- tenant of premises
- service address
- phone number
- contact person
- number of service connections
- size of service connection
- assessments type: (onsite interview) (telephone interview) (mailed survey questionnaire)
- assessment frequency

B. An up-to-date list of Premise Plumbing Systems connected to the PCPSA waterworks and which contain backflow prevention assemblies, devices, elimination methods, isolation devices or methods, pump pressure sensing devices, air gaps, and separations from auxiliary water systems will be maintained. The list will contain:

- name of premises
- owner of premises
- tenant of premises
- service address
- phone number
- contact person
- location of assembly, device, method or separation
- type of measure (service line containment) (point-of-use isolation) (isolation in lieu of containment)
- type of protection (USC assembly) (ASSE device) (pressure sensing device) (air gap) (physical disconnection)
- device manufacturer
- device model number

- device serial number
- device size
- device ASSE number
- device testing frequency (annually) (semi-annually) (quarterly) etc.
- pressure sensing device set-point
- basis for pressure sensing device pressure set point
- access documentation (granted) (denied) (not necessary)

C. An up-to-date list of premises with connections to the PCPSA waterworks that have an auxiliary water system available to the premise will be maintained. In addition to the records listed in 4.A above, the water usage records will be reviewed to determine if the auxiliary water system is being used.

D. Assessment reports will be maintained for 10 years. The report will contain:

- inventory information
- completed survey questionnaire
- an assessment of:
 - degree of hazard
 - appropriateness of assembly, device, or backflow or isolation method
 - installation acceptable
 - general condition of device or method
 - repair/replacement recommendations
 - new/additional assembly, device, or method recommendations
 - any indication of thermal expansion problems

E. Records of tests, repairs, and maintenance of all backflow prevention assemblies, devices, and elimination methods, shall be maintained for 10 years. In the case of single-family residences with fire protection systems, lawn sprinkler systems, or irrigation systems, the PCPSA will maintain an inventory and records as needed.

The test report will contain:

- inventory information as noted in Section B above
- line pressure
- results of testing
- test method used
- date, signature, and certification number of the BPD Worker who performed the work.

If repairs were made, the test report will contain:

- which parts replaced
- replacement parts used
- probable cause of test failure
- preventative measures taken

F. Survey Questionnaires shall be maintained by the PCPSA for 10 years.

The questionnaire will contain:

- owner name and service address
- occupant/tenant name if different from owner
- phone number
- brief explanation of the program
- brief explanation of causes of backflow and control measures
- examples of some likely cross connections:
 - a garden hose with its outlet submerged
 - kitchen sink spray hose with its spray head submerged
 - hand-held shower massager with its head submerged
 - garden hose used as an aspirator to spray soap or garden chemicals
 - spring, hot-tub, cistern, or swimming pool connected to the house plumbing system
 - water softeners improperly connected
- specific questions which will include but are not be limited to:
 - individual wells, springs, or cisterns on the property
 - pressure booster pumps
 - water storage tanks
 - water treatment systems
 - outside hose bibs used in conjunction with:
 - chemical sprayers
 - jet spray washers
 - swimming pools, hot tubs, saunas, etc.
 - lawn sprinkler or irrigation systems
 - photographic developing
 - utility sinks with hoses extending below sink rim
 - animal watering troughs
- existing cross connection control devices:
 - working properly
 - leaking, noisy
 - any modifications or repairs made
 - date of last test
 - any problems with hot water tank relief valve or faucet washers not lasting very long
- also included with the questionnaire should be:
 - who to contact for further information
 - who to contact if contamination is ever suspected
 - a deadline to respond to the questionnaire

See Appendices B and C for the Survey Questionnaire forms (residential & commercial)

G. Written Plan documents, including documentation of Plan reviews and document revision and approval letters shall be maintained for until superseded and for at least 10 years.

5. Notification Letters

- Assessment Survey Letter Residential – Appendix D
- Assessment Interview Letter Commercial/Institutional/Industrial – Appendix E
- Report of Assessment – Appendix F
- New Annual First Test - Appendix G
- Non-Compliance Letter - Appendix H
- Failure Letter First Notice - Appendix I
- Failure Letter Second Notice - Appendix J

6. Addressing Backflow or Suspected Backflow of Contaminants.

The Premise Plumbing System Owner, Local Building Official, BPD Worker, or any other person should report actual or suspected backflow of contamination into the PCPSA waterworks to any one or all of the following persons:

- Program Administrator
- Local Building Official
- PCPSA Waterworks Operator
- Other Waterworks Owners connected to the PCPSA system
- Virginia Department of Health, Office of Drinking Water Field Office
- Local Health Department, Environmental Health Specialist

The Program Administrator will be responsible for investigating reports of contamination or suspected contamination and will be responsible for notifying the appropriate Virginia Department of Health, Office of Drinking Water Field Office within one business day and in the most expeditious manner (telephone and confirmed by email). A written report will be submitted by the 10th day of the month following the month during which the backflow occurred. The report shall address the incident, its causes and effects, and safeguards required or other action taken.

In the event of backflow of contaminants into the PCPSA waterworks, the PCPSA shall promptly take or cause corrective action to confine and eliminate the contamination. Actions may include:

1. Temporarily discontinuing service to the premise plumbing system in question until the cause is corrected.
2. Remove the service meter and flush the contamination from the service line to prevent further migration into the PCPSA waterworks system.
3. Flushing the effected portion of the PCPSA distribution system.
4. Sampling to confirm satisfactory water quality.
5. Install, as appropriate, containment protection.

7. Device Selection Guidelines

- A. The selection of the type of backflow prevention assembly, device, elimination method, isolation device or method, shall depend upon the degree of hazard which exists or may exist. Backflow prevention by physical separation gives the highest degree of protection and shall be used whenever a high hazard situation subject to backpressure exists and when it is practical to do so.
- B. The degree of hazard, either high or low, is based on the nature of the contaminant; the potential health hazard; the cause of backflow, either by back-pressure or by back-siphonage; and, the potential effects on the PCPSA waterworks system. Table 1 shall be used as a guide to determine the degree of hazard.
- C. Any backflow prevention or isolation assembly, device, or method shall be of the type approved under Article 12 of the Program.
- D. The USBC and the manufacturer's specifications shall be used to determine the appropriateness of the backflow prevention assembly or device application for containment.

8. Device Installation

All backflow prevention assemblies or devices shall be installed in accordance with the USBC and the manufacturer's instructions. Backflow prevention assemblies or devices with openings, outlets, or vents that are designed to operate or open during backflow prevention shall not be allowed to be installed under the following conditions:

1. In areas subject to flooding or in pits;
2. In areas with atmospheric conditions that represent a contamination threat to the potable water supply; and
3. In such a manner as to be able to be bypassed.

9. Device Testability/Serviceability

1. Backflow containment or isolation assemblies and devices used within a premise plumbing system that are capable of being tested and repaired in-line include the Reduced Pressure Principle Device or Reduced Pressure Zone Device (RP), Double Gate-Double Check Valve Assembly (DG DC) & Pressure Vacuum Breaker (PVB).
2. Residential Dual Check Valves without an intermediate atmospheric vent and Boiler Dual Check Valves with an intermediate atmospheric vent are testable but most of these ASSE listed devices must be removed for testing. Some can be overhauled in-line.
3. In general, a visual inspection is the only means by which to inspect most Hose Bibb Vacuum Breakers (HBVBs) since they cannot be removed if installed in accordance with the manufacturer's instructions. Some manufacturers do provide frost-proof wall hydrant type HBVBs which can be easily removed for inspection and replacement.

4. Pipe connected Atmospheric Vacuum Breakers (AVBs) can be inspected by removing the top cover.
5. Air gaps, physical disconnection, and discontinuance of water service require only a visual inspection.

10. Thermal Expansion

Premise Plumbing System Owners will be advised of the potential for thermal expansion prior to or during installation of a backflow prevention device. The notice will include some synopsis of the following:

Normally, as water is heated and expands it would back up into the service line and into the water main if no usage was occurring. Installation of backflow prevention devices or certain plumbing appurtenances (PRVs) at the service connection or within the premise plumbing system prevent thermally expanded water from the premise from flowing into the distribution system. When a water heating apparatus is operating, water is expanding and pressure is increasing, creating thermal expansion. Thermal expansion in a closed plumbing system under a no flow condition may cause the emergency temperature and pressure relief valve (T&P) to open and close frequently and may reduce the life of plumbing fixtures and piping.

The T&PV is an emergency relief valve, not an operating control valve. If the T&P is used frequently, its useful life will be shortened and it could cease to function.

Thermal expansion can cause damaging stress and strain to water heating apparatuses, solenoid valves, O-rings, float valves, pump seals, plumbing fixtures and fittings.

Generally, 80 psi for a short period of time is the maximum pressure under no flow conditions most fixtures, appliances, or appurtenances should be subjected to.

Where thermal expansion is a problem the following devices could be installed:

1. A bladder or diaphragm type expansion tank;
2. An auxiliary pressure relief valve;
3. An anti-siphon ball cock with auxiliary relief valve into a toilet tank set at no more than 80 psi.

Installation should be in accordance with the manufacturer's instructions, the Uniform Statewide Building Code (USBC) and the National Sanitation Foundation (NSF).

Solutions to and the installation of all equipment to protect against the damaging effects of thermal expansion will be at the discretion and the expense of the Premise Plumbing System Owner.

11. Definitions

The definitions given under Section 25 of the PCPSA Cross-Connection Program shall be applicable to this Cross-Connection Control Plan.

Be it known, that the Patrick County Public Service Authority on this the 21st
day of January, 2021⁵ did hereby adopt by majority vote of its Board of Directors
this Cross-Connection Control Plan.

PATRICK COUNTY PUBLIC SERVICE AUTHORITY,

Signature:  Bobby Mangrum
Chairperson

Attest:  Ruth Russell
Secretary



**PATRICK COUNTY PUBLIC SERVICE
AUTHORITY SERVICE AGREEMENT
(Property Owner)**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as the undersigned (whether collectively or individually) and the Patrick County Public Service Authority, hereinafter referred to as the PSA.

WITNESSETH:

In consideration of and for PSA providing water and/or sewer services at and in respect of the real property described as Tax Parcel #_____, Physical Address_____, the undersigned agrees that they shall be bound by the following terms and conditions:

1. The undersigned agrees to abide by the provisions of the Virginia Water and Waste Authorities Act, by all duly enacted ordinances of Patrick County, and by the Rules, Regulations and Resolutions of the PSA now or in the future in effect, including but not limited to the provisions thereof which provide for the timely payment of all service fees and charges as promulgated and adopted by the PSA, including but not limited to non-user or availability fees where applicable.

2. The undersigned represents that the information contained herein and as in Schedule A (Service Order Turn On) is true, correct and comprehensive. The undersigned further acknowledges that the PSA has relied upon said representations and that any misrepresentation contained upon Schedule A shall be deemed a breach of this Agreement.

3. The undersigned shall be solely responsible for installation, operation, and maintenance at their sole expense of all lines, fixtures, valves, and other devices necessary to connect to the PSA's system/s. The undersigned shall install, as necessary, all connecting lines from the PSA's system/s to the point of use required by the undersigned in accordance with the Virginia Plumbing Code. The undersigned shall allow PSA personnel, or their designee, access to all properties for the purpose of inspecting all connecting lines as deemed necessary by the PSA, inspections shall be made prior to covering connecting lines and connection being made to PSA system/s. If PSA inspections reveal deficiencies that may adversely affect PSA system/s, the undersigned agrees to correct all such deficiencies prior to making connection/s to PSA systems.

4. In cases where the undersigned's property falls outside areas of availability to PSA services, and the undersigned has requested service/s, the undersigned agrees to pay all costs associated with PSA line extension/s as required to bring the PSA line/s to

within an area of availability to the undersigned's property. Extension costs shall be paid by the undersigned and payment shall be made to the PSA prior to any extension/s or upgrade/s being made to PSA system/s. All extension/s and or upgrade/s to PSA systems shall be performed by and or under the direction of the PSA and shall conform to all PSA standards and requirements.

5. The PSA, whenever necessary, shall have the right to limit the amount of water used by the undersigned or to cut off same entirely, without liability.

6. The PSA may inspect and prohibit the extension of water lines and sewer lines from the dwelling or any other facility of the undersigned to another dwelling or facility.

7. The undersigned shall be subject to all provisions of the PSA's Cross Connection and Backflow Prevention Policy.

8. The undersigned agrees to give at least two business days notice before discontinuing service at the subject property so that the meter may be read for the final bill.

9. In the case of a leak or damage to meter or pipes on the premises of the undersigned, services may be discontinued until the undersigned makes the necessary repairs.

10. The undersigned agrees to make payment in full for all services rendered by the due date stipulated on any bill as issued by the PSA. The undersigned has been made aware of the rates and fees which are in effect at the time of this agreement and they acknowledge that current rates and fees are subject to change from time to time to cover operation, maintenance, and other service expenses. Prior to adoption by the PSA, rates and fee changes are subject to public hearing in accordance with Section 15.2-5136 of the Code of Virginia.

11. In the event that the undersigned fails to pay the entire bill within the due date, the undersigned shall be liable to the PSA for a late charge of 10% of the aggregate amount of each such delinquent installment. Moreover, in the event of such failure to pay when due, the services will be subject to cutoff and the undersigned will be charged in addition to all delinquent payments and late charges, a reconnection of service fee plus any additional over-time charges if reconnection of service after 4:00 PM is requested. The reconnection of service fee may increase by \$10.00 for each subsequent reconnection of service in any 12 month period, up to a maximum amount of \$60.00.

12. The undersigned agrees to pay a nonrefundable Application for Service Fee in the amount of \$_____, a nonrefundable Cut-on Fee in the amount of \$_____, a meter fee (if applicable) in the amount of \$_____ and a security deposit (subject to deposit refund policy) in the amount of \$_____, all contemporaneously with the execution of this Agreement. The undersigned agrees to maintain a deposit in the amount above until refund of the deposit has been made.

13. Should damage be caused to any PSA mains, lines, fixtures, meters, valves, or any other property of PSA, by any acts or omissions of the undersigned, members of the undersigned or the undersigned's successors or assigns, the undersigned shall indemnify

and hold harmless the PSA for any and all cost of repairs or replacement of such mains, lines, fixtures, meters, valves, or any other property.

14. If said property covered under this agreement is leased/rented and leasee/renter obtains PSA services in leasee's/renter's name the undersigned hereby acknowledges that any unpaid bill/s for services rendered by the PSA in the name of the leasee/renter shall constitute a lien upon the property and such lien shall be in the full amount of the unpaid bill/s. The undersigned also hereby acknowledges that if PSA services were disconnected at the property due to any unpaid bill/s and a lien has been placed on the property that PSA services shall not be reinstated to the property until the unpaid bill/s have been paid in full and lien released.

15. Should the undersigned breach any provisions of this Agreement, or fail to perform any of their undertakings hereunder, the PSA shall be entitled to take any and all actions and invoke any and all remedies available to it under statutory or common law, including but not limited to, the right to cease the provision of services hereunder and the right to impose and enforce liens as provided by statute upon the property described in Schedule A.

16. Should this agreement be signed within one year of the date of notice of availability of services to the property owner, the PSA agrees to waive the connection fees. In cases where the property described herein is the primary residence of the property owner, connection fees shall be waived by the PSA should this agreement be signed within two years of the date of notice of availability to the property owner. The undersigned agrees to complete connection/s within 60 days of the date of this Agreement.

17. Should the property owner at any time decide to disconnect the property from PSA services, said owner shall agree to be bound to the payment of availability fees.

18. Should the PSA be required to institute or defend any litigation arising hereunder as a result of any breach by the undersigned of any of the undertakings of the undersigned herein, the undersigned shall be responsible for the PSA's attorney fees.

19. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia. Any legal action arising as a result of a breach or dispute pursuant to this Agreement shall be brought in a court of competent jurisdiction in Patrick County, Virginia, to the express exclusion of all others.

20. This Agreement is applicable to _____ water service, _____ sewer service. If this Agreement is applicable to only one type of service, the undersigned agrees to execute a separate service agreement prior to making connection to another type of service.

[Signatures on following Page]

SIGNATURES:

Applicant(s)

Signature:_____

Printed Name:_____

Signature:_____

Printed Name:_____

If executed in person at the Patrick County Public Service Authority Customer Service Office: Witnessed by _____ Printed Name: _____, on behalf of said PATRICK COUNTY PUBLIC SERVICE AUTHORITY.

If executed outside of the Patrick County Public Service Authority Customer Service Office:

NOTARIZED:

STATE OF _____,

CITY/COUNTY OF _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

My Commission expires:_____

Notary Registration Number:_____

Notary Public



Patrick County Public Service Authority (PSA)
Landlord Authorization Form

Date of Lease Agreement: _____

PRINT NAME OF TENANT(S) *all tenants listed on the lease agreement shall be listed here:*

To Whom It May Concern:

Print Name of Tenant(s) or Lessee(s)

has entered into a lease agreement and is authorized to obtain services for the property located at:

Service Address

Print Property Owner's Name and Physical Mailing Address:

Signed: _____
PROPERTY OWNER

_____ **Phone Number**

Date: _____

VA §15.2-2119. FEES AND CHARGES FOR WATER AND SEWER SERVICES

On July 1, 2012, The General Assembly passed legislation whereby the property owner may be held responsible for the remaining balance after the water/sewer deposit has been applied to the tenant's account. Should the unpaid balance remain in default, Patrick County Public Service Authority (PSA) may place a lien on the property served by the PSA.

Exhibit 6

Account Type

Residential
Commercial
Temporary

Service Type

Water
Sewer
Both

PATRICK COUNTY PUBLIC SERVICE AUTHORITY**SERVICE ORDER TURN ON**

This facility is operated in a nondiscriminatory basis with regards to race, color, national origin, religion, sex, familiar status, age, or handicap. Complaints of discrimination may be sent to the U.S. Secretary of Agriculture, Washington D.C. 20250

DEPOSIT PAID: _____

NAME #1 _____ ACCOUNT # _____

NAME #2 _____ CUSTOMER ID _____

SERVICE ADDRESS: _____

MAILING ADDRESS: _____

EMAIL ADDRESS: _____ CELL PHONE: _____

HOME PHONE: _____ WORK PHONE: _____

DATE OF BIRTH: _____ EMPLOYER: _____

SS #1 or FEIN#: _____ SS #2: _____

IF TENANT, PROVIDE FOLLOWING IN ADDITION TO COPY OF LANDLORD AUTHORIZZTION FORM:

LEASE DATE: _____

LANDLORD NAME: _____

LANDLORD ADDRESS: _____

LANDLORD EMAIL: _____

LANDLORD TELEPHONE NUMBER: _____

I/We confirm that I am the () legal owner, () agent of owner, or () tenant of the property where service is requested.

I/We agree to use and pay for the service in accordance with the Patrick County Public Service Authority Rules and Regulations for water and sewer service which are or may come in force during the life of this contract.

In accordance with the Code of Virginia Sec. 15.2-5139 as amended, a lien may be placed on this property for non-payment of utility charges, fees, and interest on this account.

SIGNATURE: _____ DATE: _____

REQUESTED TURN ON DATE: _____

START METER READING: _____

METER TYPE ID: _____

SECTION
COMPLETED BY
PCPSA

METER SERIAL #: _____

BY: _____

NOTE: BE SURE ALL WATER IS TURNED OFF AT THE LOCATION OR WE WILL NOT BE ABLE TO CONNECT YOUR SERVICE AS SCHEDULED.

Account Type

Residential
Commercial
Temporary

Service Type

Water
Sewer
Both

PATRICK COUNTY PUBLIC SERVICE AUTHORITY (PCPSA)

This facility is operated in a nondiscriminatory basis with regards to race, color, national origin, religion, sex, familiar status, age, or handicap. Complaints of discrimination may be sent to the U.S. Secretary of Agriculture, Washington D.C. 20250

SERVICE ORDER TURN-OFF

NAME #1: _____ FEE PAID: _____

NAME #2: _____ ACCOUNT #: _____

SERVICE ADDRESS TO BE DISCONNECTED: _____

FORWARDING MAILING ADDRESS: _____

EMAIL ADDRESS: _____

CELL PHONE: _____ HOME PHONE: _____

SS #1 or FEIN#: _____ SS#2: _____

IF TENANT, PROVIDE FOLLOWING:

LEASE END DATE: _____

LANDLORD NAME: _____

LANDLORD ADDRESS: _____

LANDLORD EMAIL: _____

LANDLORD TELEPHONE NUMBER: _____

I do hereby request that the current customer account listed and described above be closed and that all services to this account be turned-off on the date specified below. Furthermore, I also agree to pay for all services rendered by the PCPSA up-to and until that time which services have been turned-off by the PCPSA, to include a service disconnection fee.

Additionally, I understand that all past due balances on the account listed above are subject to any and all collection procedures as specified within the *Patrick County Public Service Authority's General Business Policies & Development Rules & Regulations* as well as any other legal means that may be available to the PCPSA.

SIGNATURE: _____ DATE: _____

REQUESTED TURN OFF DATE: _____

METER READING @ TURN-OFF: _____ METER TYPE ID: _____

SECTION
COMPLETED
BY PCPSA

METER SERIAL #: _____ BY: _____



Patrick County Public Service Authority
Schedule of Monthly Water Rates

**Volume Rate per 1,000 gallons
 for usage in excess of 2,000 gallons**

Customer	Current Rate
Single-Family Residential Non-Profit	\$5.85
Commercial/Institutional	\$5.85

Residential Minimum Monthly Base Rate according to Meter size

Residential Meter Size	Includes Minimum Usage of	Equivalent Residential Unit	Current Minimum Monthly Rate
5/8" or 3/4" Meter	2,000	1.00	\$30.13
1" Meter	2,000	1.75	\$52.73
1 1/2" Meter	2,000	3.00	\$90.39
2" Meter	2,000	4.00	\$120.52

Commercial/Institutional Minimum Monthly Base Rate according to Meter size

Commercial/Institutional Meter Size	Includes Minimum Usage of	Equivalent Commercial Unit	Current Minimum Monthly Rate
5/8" or 3/4" Meter	2,000	1.00	\$51.82
1" Meter	2,000	1.75	\$90.68
1 1/2" Meter	2,000	3.00	\$155.46
2" Meter	2,000	4.00	\$207.28
3" Meter	2,000	5.00	\$259.10
4" Meter	2,000	7.00	\$362.74
Meters Larger than 4"	----	----	Charged at Contract Rate

1. Current rates effective - 08/15/22
2. Meters are read monthly
3. All customers are charged the minimum monthly base rate plus volume rate for all usage over 2,000 gallons
4. In accordance with Section 15.2-5136 of the Code of Virginia, rate changes shall be subject to public hearing prior to adoption



Patrick County Public Service Authority

Schedule Monthly Sewer Rates

**Volume Rate per 1,000 gallons
for usage in excess of 2,000 gallons**

Customers	Current Rate
Single-Family Residential Non-Profit	\$6.30
Commercial/Institutional	\$5.90

Residential Minimum Monthly Base Rate according to Water Meter size

Residential Meter Size	Includes minimum usage of	Equivalent Residential Unit	Current Minimum Monthly Rate
5/8" or 3/4" Meter	2,000	1.00	\$21.39
1" Meter	2,000	1.75	\$37.43
1 1/2" Meter	2,000	3.00	\$64.17
2" Meter	2,000	4.00	\$85.56

Commercial/Institutional Minimum Monthly Base Rate according to Water Meter size

Commercial/Institutional Meter Size	Includes minimum usage of	Equivalent Commercial Unit	Current Minimum Monthly Rate
5/8" or 3/4" Meter	2,000	1.00	\$33.22
1" Meter	2,000	1.75	\$58.35
1 1/2" Meter	2,000	3.00	\$99.66
2" Meter	2,000	4.00	\$132.88
3" Meter	2,000	5.00	\$166.10
4" Meter	2,000	7.00	\$232.54

1. Current rates effective - 08/15/22
2. Sewer usage shall be based upon current water usage quantities for all customers who have Authority water
3. All customers are charged the minimum monthly base rate plus volume rate for any usage over 2,000 gallons
4. Usage for meters larger than 4" shall be metered by sewer metering equipment installed by customer at the point of connection with Authority lines
5. In accordance with Section 15.2-5136 of the Code of Virginia, rate changes shall be subject to public hearing prior to adoption



**Patrick County Public Service Authority
Schedule of Monthly Fire Service Rates**

Base Monthly Rate

Fire Service Size	Current Rate
Fire Hydrant Meter	\$85.00
Less than 4 Inch	\$35.75
4 Inch	\$72.75
6 Inch	\$145.25
Larger than 6 inch	Contract Rate

1. Current rates effective - 08/15/22
2. The Authority reserves the right to charge for excessive fire service water consumption at commercial water rates
3. All Fire Hydrant Meter usage shall be charged at current Temporary Water Service Rates per 1,000 gallons of usage
4. In accordance with Section 15.2-5136 of the Code of Virginia, rate changes shall be subject to public hearing prior to adoption



Patrick County Public Service Authority
Schedule of Availability, Connection & Tap Fees

Water Connection Fee

Meter Size	Equivalent Residential Unit	Current Connection Charge
5/8" or 3/4" Meter	1.00	\$1,200
1" Meter	1.75	\$2,100
1 1/2" Meter	3.00	\$3,600
2" Meter	4.00	\$4,800
3" Meter	5.00	\$6,000
4" Meter	7.00	\$8,400
Larger than 4"		Contract Rate

Water Tap Fee

All Customers	Current Tap Charge (See Note 4)
5/8" or 3/4" Meter	\$2,550
1" Meter	\$3,500
1 1/2" Meter	\$6,500
2" Meter or larger	Actual Cost Plus 15%

Sewer Connection Fee

Meter Size	Equivalent Residential Unit	Current Connection Charge
5/8" or 3/4" Meter Residential	1.00	\$1,500
5/8" or 3/4" Meter Commercial/Institutional	1.75	\$2,625
1" Meter	1.75	\$2,625
1 1/2" Meter	3.00	\$4,500
2" Meter	4.00	\$6,000
3" and larger Meters	300 gallons per day	\$23.50/Gallon of Capacity

Sewer Tap Fee

All Customers	Current Tap Charge (See Note 4)
4 Inch or 6 Inch Lateral	\$1,500
Larger Sizes	Actual Cost Plus 15%

Water Availability Fee

Meter Size	Current Monthly Minimum	Current Availability Charge
5/8" or 3/4" Meter Residential	Current Monthly Minimum	\$30.13 monthly
5/8" or 3/4" Meter Commercial/Institutional	Current Monthly Minimum	\$51.82 monthly
1" Meter Residential	Current Monthly Minimum	\$52.73 monthly
1" Meter Commercial/Institutional	Current Monthly Minimum	\$90.68 monthly
1 1/2" Meter Residential	Current Monthly Minimum	\$90.39 monthly
1 1/2" Meter Commercial/Institutional	Current Monthly Minimum	\$155.46 monthly
2" Meter Residential	Current Monthly Minimum	\$120.52 monthly
2" Meter Commercial/Institutional	Current Monthly Minimum	\$207.28 monthly

Sewer Availability Fee

Meter Size	Current Monthly Minimum	Current Availability Charge
5/8" or 3/4" Meter Residential	Current Monthly Minimum	\$21.39 monthly
5/8" or 3/4" Meter Commercial/Institutional	Current Monthly Minimum	\$33.22 monthly
1" Meter Residential	Current Monthly Minimum	\$37.43 monthly
1" Meter Commercial/Institutional	Current Monthly Minimum	\$58.35 monthly
1 1/2" Meter Residential	Current Monthly Minimum	\$64.17 monthly
1 1/2" Meter Commercial/Institutional	Current Monthly Minimum	\$99.66 monthly
2" Meter Residential	Current Monthly Minimum	\$85.56 monthly
2" Meter Commercial/Institutional	Current Monthly Minimum	\$132.88 monthly

1. Current rates effective - 08/15/22
2. For developments constructed utilizing publicly owned sewer pumping stations, the connection fee will increase by \$1,000 per residential connection
3. For water services constructed by others, meters up to 5/8 and 3/4 inch are billed at \$175 each and larger meters will be billed at cost plus 10%
4. Water and sewer tap fees may be increased to cover the cost of pavement restoration and or road crossings
5. Extension Fees may apply for offsite extension projects or extraordinary circumstances as determined by the Authority's Executive Director
6. In accordance with Section 15.2-5136 of the Code of Virginia, rate changes shall be subject to public hearing prior to adoption



**Patrick County Public Service Authority
Schedule of Miscellaneous Rates
and Charges All Customers**

Rate or Fee Description	Rate & Fee Charges
Additional Overtime Charge (for work other than 8AM-4PM, Monday-Friday)	\$25.00 per hour (1 hour minimum)
Administrative Noncompliance Fee	up to \$1,500 per violation
Debt Collection Fee	up to 20% plus legal fees
Debt Set-Off Fee	\$25.00
Each request for service beyond initial water service turn-on (re-read of meter with no charge if misread; leak investigation; engineering field service fee including construction inspection)	\$25.00 per hour (1 hour minimum)
Initial Application for Service Fee	\$15.00
Security Deposit Residential Property Owner, Water Only (2 months)	\$60.00
Security Deposit Residential Property Owner, Sewer Only (2 months)	\$45.00
Security Deposit Residential Property Owner, Water & Sewer (2 months)	\$105.00
Security Deposit Commercial/Industrial Property Owner (2 months)	\$170.00
Security Deposit Residential Rental Property, Tenant (3 months)	\$150.00
Security Deposit Commercial/Industrial Rental Property, Tenant (3 months)	\$255.00
Security Deposit Fire Hydrant Meter	\$750.00
Security Deposit Temporary Water Service	\$60.00
Late Payment Fee	10% of bill balance
Meter test for removable meters (no charge if defective meter)	\$50.00 per test
Meter test for stationary meters (no charge if defective meter)	\$300.00 per test
Returned Payment/Check Charge	\$35.00
Service Disconnection Fee	\$15.00
Service Reconnection Fee (to restore service before 4 PM for payments made before 2 PM)	\$15.00
Same Day Service Restoration Fee (to restore service after 4 PM for payments made after 2 PM)	\$25.00
Temporary Water or Sewer Account Set-Up Fee	\$15.00
Temporary Sewer Service (per 1,000 gallons)	\$9.00
Temporary Water Service (per 1,000 gallons)	\$6.50

1. Current Rates and Fees effective - 08/15/22
2. Rates and Fees are subject to change
3. In accordance with Section 15.2-5136 of the Code of Virginia, rate changes shall be subject to public hearing prior to adoption