



Loudoun Water

Rates, Rules and Regulations

October 9, 2026

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Table of Contents

I. Rates, Fees and Charges	4
SECTION 1 - RATES FOR CONTINUING SERVICE	4
SCHEDULE A – WATER	4
SCHEDULE B - WASTEWATER	5
SCHEDULE C – RECLAIMED WATER	6
SCHEDULE D – COUNTY SPONSORED COMMUNITY SYSTEMS	6
SECTION 2 – AVAILABILITY CHARGES	8
SCHEDULE E – WATER AND RECLAIMED WATER	8
SCHEDULE F – WASTEWATER	10
SCHEDULE G – FINANCING AVAILABILITY CHARGES	11
SCHEDULE H – SELMA ESTATES/RASPBERRY FALLS	11
SCHEDULE I – ST LOUIS	11
SCHEDULE J – WATERFORD	11
SECTION 3 – OTHER RATES, FEES AND CHARGES	12
SCHEDULE K - ACCOUNT CHARGE	12
SCHEDULE L - METER CHARGE	12
SCHEDULE M - CROSS CONNECTION/BACKFLOW PREVENTION CHARGE ..	12
SCHEDULE N FIRE HYDRANT SPECIAL USE FEES	12
SCHEDULE O - LOCAL FACILITIES CHARGE	13
SCHEDULE P – REVENUE EQUALIZATION FEE	13
SCHEDULE Q - PLAN REVIEW FEES	13
SCHEDULE R – INSPECTION FEES	13
SCHEDULE S - RECORD DRAWING FEES	14
SCHEDULE T – HYDRANT FLOW TEST FEE	15
SCHEDULE U – PRETREATMENT PERMIT FEE	15
SCHEDULE V – HAULED SEPTIC AND DOMESTIC WASTE FEES	15
SCHEDULE W – HAULED WASTEWATER PLANT SLUDGE	16
SCHEDULE X – COLLECTON CHARGE	16
SCHEDULE Y – AFTER-HOURS FEE	16
SCHEDULE Z – RETURNED PAYMENT CHARGE	16
SCHEDULE AA – LIEN PROCESSING FEE	16
SCHEDULE BB – METER TEST CHARGE	16
SCHEDULE CC – UNAUTHORIZED USE OF SERVICE FEE	17
SCHEDULE DD – GRINDER PUMP FEE	17

SCHEDULE EE – FINANCIAL GUARANTEE REDUCTION FEE.....	17
SCHEDULE FF – DEVELOPER AGREEMENT EXTENSION FEE.....	17
SCHEDULE GG – LANDFILL WATER SERVICE DISTRICT.....	17
SCHEDULE HH – HOWARDSVILLE CONNECTION CHARGE	17
II. Rules and Regulations	17
Rule No. 1 - Definitions	18
Rule No. 2 - General	22
Rule No. 3 - Special Contracts	22
Rule No. 4 - Water Service Connections.....	23
Rule No. 5 - Connections to Public Potable and Reclaimed Mains.....	24
Rule No. 6 - Connections to Public Sewers	24
Rule No. 7 - Extensions of Public Mains.....	24
Rule No. 8 - Building Sewer Connection, Installation and Repair	24
Rule No. 9 - Building Sewer Maintenance.....	25
Rule No. 10 - Quantity and Quality Determinations for Continuing Service Charge	25
Rule No. 11 - Quantity Determinations as Basis for Availability Charges (SCHEDULES E and F only).....	26
Rule No. 12 – Availability Charges Run with the Land	26
Rule No. 13 - Building Service Pipe	27
Rule No. 14 - Quality of Reclaimed Water Supply	27
Rule No. 15 - Pressure and Continuity of Supply	28
Rule No. 16 - Interruptions in Water or Reclaimed Water Supply	28
Rule No. 17 - Meters and Meter Installation	28
Rule No. 18 - Meter Tests.....	29
Rule No. 19 - Meters for Private Water Supplies.....	29
Rule No. 20 - Cross Connection and Backflow.....	30
Rule No. 21 - Customer's Liability for Charges.....	31
Rule No. 22 - Bills for Service	31
Rule No. 23 – Advance Payment Fee.....	31
Rule No. 24 - Terms of Payment.....	32
Rule No. 25 – Abatement.....	32
Rule No. 26 - Discontinuance of Service	32
Rule No. 27 – Restoration of Service.....	33
Rule No. 28 - Water Leak.....	34
Rule No. 29 – Leak Adjustments	34
Rule No. 30 - Public Fire Hydrants	36
Rule No. 31 - Private Fire Protection Systems.....	36

Rule No. 32 - Schedule of Designated Outdoor Water Use Days	37
Rule No. 33 - Grinder Pumps	37
III. Regulations	39
IV. Amendment and Interpretation	39
V. Effective Date.....	39

These Rates, Rules and Regulations are applicable to all customers, current and future, served by Loudoun County Sanitation Authority, doing business as Loudoun Water. The Rates, Rules and Regulations as herein set forth, and as they may hereafter be amended, shall govern the rendering of water, wastewater, and reclaimed water service, including the extension of mains and making connections thereto, in the central service area as well as stand-alone water and/or wastewater community systems that are or will be owned and operated by Loudoun Water through a Developer Agreement. Loudoun Water has adopted different rates, fees and charges set forth herein for different classes of customers and services, including, but not limited to central service area, county sponsored community systems, and developer initiated community systems. Every customer, upon signing an application for any service rendered by Loudoun Water, or upon the taking of service, shall be bound by these Rates, Rules and Regulations.

I. Rates, Fees and Charges

SECTION 1 - RATES FOR CONTINUING SERVICE

SCHEDULE A – WATER

RATES FOR CONTINUING SERVICE

This schedule shall apply to all customers receiving water through permanently installed meters for continuing service or through temporary and transient meters measuring permitted special uses. This schedule also is applied to estimated volumes of water used in the construction of new mains or in cases where availability charges have not been assessed.

Basic Charge – a basic, or fixed, charge will be billed quarterly as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Residential – all meters	\$42.96	\$45.97	\$49.19
Commercial			
5/8"	\$42.96	\$45.97	\$49.19
3/4"	\$64.45	\$68.96	\$73.79
1"	\$128.88	\$137.90	\$147.55
1 1/2"	\$279.25	\$298.80	\$319.72
2"	\$515.53	\$551.62	\$590.23
3"	\$1,138.46	\$1,218.15	\$1,303.42
4"	\$2,083.58	\$2,229.43	\$2,385.49
6"	\$2,921.31	\$3,125.80	\$3,344.61

Multifamily⁽¹⁾

(1) Basic charge for each multifamily unit is calculated as follows: availability charge paid for each unit divided by the availability charge for residential connection times the residential basic charge. When an availability charge has not been paid, the basic charge for each multifamily unit will be based on the ratio of equivalent residential connections (ERCs) purchased through the meter in relation to a residential account.

In addition to a Basic Charge, the charge for quantity of water purchased shall be billed as follows:

	<u>1/1/25</u>	<u>1/1/26</u>	<u>1/1/27</u>
Quarterly	Rate per	Rate per	Rate per
Consumption Rate	1000 gallons	1000 gallons	1000 gallons

Residential

Tier 1	0 – 25,000	\$ 3.15	\$ 3.37	\$ 3.61
Tier 2	25,001 – 50,000	\$ 8.73	\$ 9.34	\$ 9.99
Tier 3	> 50,000	\$ 11.70	\$ 12.52	\$ 13.40

Multifamily & Commercial

Tier 1	(2)	\$ 4.13	\$ 4.42	\$ 4.73
Tier 2	(3)	\$ 7.09	\$ 7.59	\$ 8.12

All Other Uses⁽⁴⁾

All usage	\$ 8.73	\$ 9.34	\$ 9.99
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(2) Tier 1 consumption for multi-family and commercial accounts will be based on the reserved capacity purchased at the time availability charges are paid. When no availability charge has been paid, consumption ranges for multifamily and commercial accounts will be based on the ratio of equivalent residential connections (ERCs) purchased through the meter in relation to a residential account.

(3) Tier 2 consumption range for multi-family and commercial accounts will be based on consumption in excess of the reserved capacity purchased at the time availability charges are paid. When no availability charge has been paid, consumption ranges for multi-family and commercial accounts will be based on the ratio of equivalent residential connections (ERCs) purchased through the meter in relation to a residential account.

(4) Includes, but not limited to, fire hydrant special use and construction water for which an availability charge has not been paid and irrigation and irrigation submeters.

For customers with partial billing periods (*i.e.*, less than 75 days for a quarterly bill), the basic charge will be prorated based on the number of days service is rendered during the billing cycle.

SCHEDULE B - WASTEWATER

RATES FOR CONTINUING SERVICE

This schedule shall apply to all customers discharging sewage and/or polluted waters into Loudoun Water's facilities.

Basic Charge – a basic, or fixed, charge will be billed quarterly as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Residential – all meters	\$42.92	\$45.92	\$49.13
Commercial			
5/8"	\$42.92	\$45.92	\$49.13
3/4"	\$64.38	\$68.89	\$73.71
1"	\$128.75	\$137.76	\$147.40
1 1/2"	\$278.97	\$298.50	\$319.40
2"	\$515.01	\$551.06	\$589.63
3"	\$1,137.32	\$1,216.93	\$1,302.12
4"	\$2,081.51	\$2,227.22	\$2,383.13
6"	\$2,918.40	\$3,122.69	\$3,341.28

Multifamily⁽⁵⁾

(5) Basic charge for each multifamily unit is calculated as follows: availability charge paid for each unit divided by the availability charge for a residential connection times the residential basic charge. When an availability charge has not been paid, the basic charge for each multifamily unit will be based on the ratio of equivalent residential connections (ERCs) purchased through the meter in relation to a residential account.

In addition to the Basic Charge, the charge for discharging wastes and/or sewage shall be billed as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Uniform Rate per 1,000 gallons	\$6.16	\$6.59	\$7.05

The wastewater charge for all residential customers with an established winter quarter average* will be limited to the lesser of (1) the customer’s actual quarterly usage or (2) the customer’s winter quarter usage plus 3,000 gallons. The wastewater charge for residential customers who have not established a winter quarter average will be limited to the lesser of (1) the customer’s actual quarterly usage or (2) 25,000 gallons.

*Winter quarter is defined as any quarterly billing period based on meter readings obtained or estimated in the months of February through April.

Customers receiving wastewater service only and obtaining water from sources other than Loudoun Water shall install a water meter on their water supply which will be read as a basis for continuing service charges, except in the *County Sponsored Community Systems* where water meters are read for the purpose of monitoring consumption.

For customers with partial billing periods (i.e., less than 75 days for a quarterly bill), the basic charge will be prorated based on the number of days service is rendered during the billing cycle.

SCHEDULE C – RECLAIMED WATER

This schedule shall apply to all Customers receiving reclaimed water from the Broad Run Water Reclamation Facility, through permanently installed meters for continuing service or through temporary or transient meters measuring permitted special uses. This schedule also applies to estimated volumes of reclaimed water used in the construction of new mains.

The charge for quantity of reclaimed water purchased shall be billed as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Uniform Rate per 1,000 gallons	\$1.93	\$2.07	\$2.21

In the event Loudoun Water must interrupt the supply of reclaimed water for any reason, the portion of potable water usage supplementing the amount of the customer’s unmet demand of its reclaimed water capacity during that time period will be billed at the Tier 1 rate until such time as supply is reinstated, regardless of the amount of capacity purchased through the payment of a Water Availability Charge.

SCHEDULE D – COUNTY SPONSORED COMMUNITY SYSTEMS

Rates for *County Sponsored Community Systems* are initially set to reflect what is considered affordable by the lending agency. All existing *County Sponsored Systems* are sewer only and all existing connections are not billed based on meter readings. A meter will be installed on all new connections for the purpose of monitoring consumption. A flat rate is assessed to each *customer* on a quarterly basis.

ST LOUIS

Flat Quarterly Charge = \$78.68 plus a single service charge of \$3.50 is assessed on each quarterly bill. Total quarterly billing amount per *customer* is \$82.18. New customers receiving service from the St. Louis Wastewater Treatment Plant will be assessed an availability charge as shown in Schedule I.

WATERFORD

Flat Quarterly Charge = \$144.50 plus a single service charge of \$3.50 is assessed on each quarterly bill. Total quarterly billing amount per *customer* is \$148.00. The school facility in Waterford is assessed a quarterly charge based on the school's average daily flow compared to that of a residential account. New customers receiving service from the Waterford Wastewater Treatment Plant will be assessed an availability charge as shown in Schedule J.

ALDIE

Flat Quarterly Charge = \$120.00 plus a single service charge of \$3.50 is assessed on each quarterly bill. Total quarterly billing amount per *customer* is \$123.50. The school facility in Aldie is assessed a quarterly charge based on the school's average daily flow compared to that of a residential account.

WILLISVILLE

Flat Quarterly Charge = \$78.68 plus a single service charge of \$3.50 is assessed on each quarterly bill. Total quarterly billing amount per *customer* is \$82.18.

GOOSE CREEK INDUSTRIAL PARK

As of July 1, 2025, Loudoun Water decommissioned the Goose Creek Industrial Park Wastewater Plant and connected the Goose Creek Industrial Park Collection System to the Loudoun Water Central Wastewater System. There are no residential customers served by the Goose Creek Industrial Park Collection System. The system is sewer only and all accounts are billed as unmetered. A flat rate is assessed to each customer on a monthly basis.

The unmetered rate for customers of the Goose Creek Industrial Park system is \$300 per month. After July 1, 2025, new or modified sewer connections in Goose Creek Industrial Park will be required to install meters on their water supply and convert to the rates for continuing service in Schedule B. Customers with existing sewer connections may also voluntarily opt to install meters on their water supply and convert to the rates for continuing service in Schedule B by sending a written request to Loudoun Water. Upon such time as all lots have transitioned to metered customers paying central system rates, this section of the Rates, Rules and Regulations entitled "GOOSE CREEK INDUSTRIAL PARK" shall be null and void, no longer in effect, and will be removed from the document through official Board action.

Prior to July 1, 2025, lots within Goose Creek Industrial Park were required to pay a quarterly Capacity Reservation Fee toward allocated capacity in the Goose Creek Industrial Park Wastewater Plant. After July 1, 2025, the Capacity Reservation Fee will no longer be assessed. Each lot will retain its previously vested wastewater capacity, which will be transferred to Loudoun Water's Central System. Any expansion of wastewater capacity by a lot shall pay then current wastewater availability fees in accordance with Schedule F on the expansion amount above the vested capacity.

SECTION 2 – AVAILABILITY CHARGES

SCHEDULE E – WATER AND RECLAIMED WATER **WATER**

Availability Charges as outlined in Schedule E are payable to purchase capacity in Loudoun Water's central service area system, where service is to be initiated for the first time, or to be expanded. An Availability Charge shall be paid by each applicant for service in the central service area, after Construction Permit issuance and prior to issuance of the Meter, as payment in part for their share of distribution mains, treatment facilities and other system improvements provided by Loudoun Water. Availability Charges as outlined in Schedule E are not applicable to stand-alone community water and/or wastewater systems.

The availability charge shall be based upon the type of premise or the maximum daily quantity of water estimated to be used, whichever produces the greater charge, as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
<u>Single Family Residence or Townhome– individually metered:</u>	\$8,219	\$8,592	\$8,966

- water capacity purchased is 550 gallons per day (one equivalent residential connection)

Multifamily Dwelling, per unit (65% of single family residence)*

*Availability Charges for Multifamily structures will not be determined on an individual basis, irrespective of meter size; availability charges for multifamily shall be the greater of either the meter size rate or 65% of a single family residence per unit

Commercial, Industrial, Institutional and Single Family Residence with 5/8" through 2" meter:

<u>Meter Size</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
5/8"	\$8,219	\$8,592	\$8,966
3/4"	\$12,329	\$12,888	\$13,449
1"	\$24,657	\$25,776	\$26,898
1-1/2"	\$53,424	\$55,848	\$58,279
2"	\$98,628	\$103,104	\$107,592

Meters Sizes Greater Than Two (2) Inches, Connections Serving Customers With High Demand, or Connections with Potable Water as Backup:

Availability charges shall be determined on an individual basis for meter sizes greater than two inches or in cases where high demand on the water system may be anticipated. The General Manager or designee shall determine the Availability Charge for each such premise taking into consideration (1) typical consumption for same class customers in the Loudoun Water's system; (2) rated capacity of the required meter; (3) comparable use data for like facilities connected to other public water systems; (4) type of use or principal use; (5) quantity and type of fixtures in proposed plumbing; (6) and other factors as permitted by the Virginia Water and Waste Authorities Act.

The foregoing charge shall be based upon an estimate, approved by Loudoun Water, of the maximum daily quantity of water to be used within the next five years, calculated according to the following schedule:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Maximum daily usage (per gallon per day)	\$14.94	\$15.62	\$16.30

Adjustments to Availability Charge

- (1) Loudoun Water reserves the right to determine, on an annual basis, the maximum daily quantity of water used from Loudoun Water's system as compared to the purchased reserved quantity. Customers identified as exceeding purchased reserved capacity on a consistent basis will be provided an opportunity to reduce potable water consumption. If such demand management measures do not reduce potable water usage to the purchased reserved capacity, an additional availability charge may be required.
- (2) Adjustments in availability charges shall be made according to rates in effect at the time the re-estimation is performed, deducting payment previously made for the subject property.
- (3) Non-residential customers whose availability charges were based on estimated flow may request that Loudoun Water evaluate their consumption over their initial five-year period of usage. If actual flows prove to be less than the original estimated flow, Loudoun Water will issue a refund of that portion of availability charge. Thereafter, if actual demands exceed purchased capacity, the Customer is subject to a re-assessment. No refunds shall be given for customers whose availability charges were based on meter size.
- (4) If a Customer requests and is granted approval by Loudoun Water to switch from potable water to reclaimed water on a permanent basis and has paid the full water availability charge within the last five years prior to the switch, Loudoun Water will pro-rate that portion of the availability charge that will effectively be replaced with reclaimed water service and refund accordingly. If a Customer wants to switch from potable water to reclaimed water and availability charges were paid more than five years before the request is made, no refund will be issued.

RECLAIMED WATER

When Reclaimed Water customers are approved for a capacity allocation, where service is initiated for the first time, or is to be expanded, an availability charge is not assessed for the allotted Reclaimed Water capacity. Potable water capacity shall be purchased for backup to the allotment of Reclaimed Water capacity, to ensure continuity of water supply in the event of outages in the Reclaimed Water System. The required backup potable capacity shall be determined on an individual project basis, but shall be a minimum of 10% of the allotted Reclaimed Water capacity. The Availability Charge for the backup potable water capacity shall be paid at the current maximum daily usage rates listed above in the "WATER" section of this Schedule. Any other water supply needs of the development shall be served by the potable water system pursuant to the "WATER" section of this Schedule.

Reclaimed Water Capacity Allocation

- (1) Loudoun Water has sole discretion to approve, deny, condition, modify, or prioritize any connections in the Reclaimed Water System.
- (2) Loudoun Water has sole discretion to establish capacity allocations for customers connecting to the Reclaimed Water System based on factors including, but not limited to: hydraulic limitations, system reliability, system capacity, system performance, sustainability, operational needs.
 - (a). Connections may use Reclaimed Water up to the allocated capacity, with excess needs met through the potable water system.
 - (b). Capacity allocations available may be adjusted based on changes in the supply of Reclaimed Water.
 - (c). In its sole discretion, Loudoun Water may pause its consideration of any proposed connections or expanded when the supply of Reclaimed Water

nears or reaches operational limits, resuming only when Loudoun Water determines, in its sole discretion, that sufficient capacity exists.

Exceedances of Allotted Reclaimed Water Capacity

- (1) Loudoun Water reserves the right to determine, on an annual basis, the maximum daily quantity of Reclaimed Water actually used from Loudoun Water's system by each customer as compared to the customer's allocated capacity or quantity specified in the Reclaimed Water Service Agreement. Customers identified as exceeding the allocated capacity on a consistent basis will be provided an opportunity to reduce their Reclaimed Water consumption. If such demand management measures do not reduce Reclaimed Water usage to the allocated capacity, Loudoun Water will make a determination of a revised capacity that shall be allocated in the Reclaimed Water System and/or purchased in the potable water system, which shall be documented in the form of a revised Reclaimed Water Service Agreement and/or Estimated Flow Acknowledgement Agreement.
- (2) Availability charges resulting from adjustments to the purchased capacity shall be made according to rates in effect at the time the payment is made.

Loudoun Water's decisions about Reclaimed Water and the Reclaimed Water System, including but not limited to connection approvals and capacity allocations, are made in its sole discretion to protect public health, welfare, system operations and reliability under the Virginia Water and Waste Authorities Act. Loudoun Water shall not be liable for claims, damages, or losses arising from such decisions.

SCHEDULE F – WASTEWATER

Availability Charges as outlined in Schedule F are payable to purchase capacity in Loudoun Water's central service area system, where service is to be initiated for the first time, or to be expanded. An Availability Charge shall be paid by each applicant for service in the central service area after Construction Permit issuance and prior to issuance of the Meter, as payment in part for their share of transmission mains, trunk mains, treatment facilities and other system improvements provided by Loudoun Water. Availability Charges as outlined in Schedule F are not applicable to stand-alone community water and/or wastewater systems.

The availability charge shall be based upon the type of premises or the average daily quantity of sewage estimated to be discharged, whichever produces the greater charge.

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
<u>Single Family Residence or Townhome— individually metered:</u>	\$10,439	\$11,360	\$12,280

- wastewater capacity purchased is 275 gallons per day (one equivalent residential connection)

Multifamily Dwelling, per unit (65% of single family residence)*

*Availability Charges for Multifamily structures will not be determined on an individual basis, irrespective of meter size; availability charges for multifamily shall be the greater of either the meter size rate or 65% of a single family residence per unit

Commercial, Industrial, Institutional and Single Family Residence with 5/8" through 2" meter:

<u>Meter Size</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
5/8"	\$10,439	\$11,360	\$12,280
3/4"	\$15,659	\$17,040	\$18,420
1"	\$31,317	\$34,080	\$36,840
1-1/2"	\$67,854	\$73,840	\$79,820

Meters Sizes Greater Than 2 Inches, Reclaimed Water Customers or Connections Serving Customers With High Demand:

Availability charges shall be determined on an individual basis for meter sizes greater than two inches, reclaimed water customers or in cases where high demand on the water system may be anticipated. The General Manager or designee shall determine the Availability Charge for each such premise taking into consideration (1) typical consumption for same class customers in the Loudoun Water's system; (2) rated capacity of the required meter; (3) comparable use data for like facilities connected to other public water systems; (4) type of use or principal use ; (5) quantity and type of fixtures in proposed plumbing; (6) and other factors as permitted by the Virginia Water and Waste Authorities Act.

The foregoing charge shall be based upon an estimate, approved by Loudoun Water, of the average daily quantity of sewage to be discharged within the next five years, calculated according to the following schedule:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Average daily usage (per gallon per day)	\$37.96	\$41.31	\$44.65

Adjustments to Availability Charge

- (1) Loudoun Water reserves the right to determine, on an annual basis, the average daily quantity of sewage discharged into Loudoun Water's system as compared to the purchased reserved quantity. Customers identified as exceeding purchased reserved capacity on a consistent basis may be required to pay additional availability charges, regardless of a change in ownership.
- (2) Adjustments in availability charges shall be made according to rates in effect at the time the re-estimation is performed, deducting payment previously made for the subject property.

SCHEDULE G – FINANCING AVAILABILITY CHARGES

For customers whose availability charges are based on estimated flow financing options are available upon request.

SCHEDULE H – SELMA ESTATES/RASPBERRY FALLS

An Availability Charge shall be paid by each applicant requesting service from the Selma Estates/Raspberry Falls Water Treatment Plant as payment in part for their share of capital related to the Plant. The current charge is \$13,235 per *equivalent residential connection (ERC)*.

SCHEDULE I – ST LOUIS

An Availability Charge shall be paid by each applicant requesting service from the St Louis Wastewater Treatment Plant as payment in part for their share of capital related to the Plant. The current charge is \$1,248.14 per *equivalent residential connection (ERC)*.

SCHEDULE J – WATERFORD

An Availability Charge shall be paid by each applicant requesting service from the Waterford Wastewater Treatment Plant as payment in part for their share of capital related to the Plant. The current charge is \$1,500 per *equivalent residential connection (ERC)*.

SECTION 3 – OTHER RATES, FEES AND CHARGES

SCHEDULE K - ACCOUNT CHARGE

Each customer applying for continuing (metered) service and each applicant for transfer of service shall pay \$30 to defray the administrative cost of establishing or transferring service.

SCHEDULE L - METER CHARGE

Where Loudoun Water is to issue a Construction Permit so as to allow a meter to be installed, a Meter Charge shall be paid by the applicant. The Meter Charge is to defray the cost of the required initial meter application inspection. Subsequent meter application inspections shall be made at the expense of the applicant at \$55 per visit (Failed Meter Install fee). The applicant will be required to pay the cost of the new meter(s), which Loudoun Water will provide.

The current connection charges are as follows:

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Meter Charge (Residential)	\$260	\$270	\$280
Meter Charge (Commercial)	\$410	\$420	\$430

SCHEDULE M - CROSS CONNECTION/BACKFLOW PREVENTION CHARGE

As required by the Commonwealth of Virginia/State Board of Health, Waterworks Regulations, Loudoun Water will conduct annual cross connection/backflow prevention inspections of non-residential plumbing systems connected to Loudoun Water's water distribution system. The charge for each inspection per meter shall be:

<u>Size of Meter</u>	<u>Charge</u>
5/8"	\$25.00
3/4"	\$32.50
1"	\$47.50
1-1/2"	\$75.00
2"	\$120.00
3"	\$225.00
4"	\$375.00
6"	\$750.00

SCHEDULE N FIRE HYDRANT SPECIAL USE FEES

Before water supply may be provided through a fire hydrant, exclusive of fire protection, the customer shall make application to Loudoun Water. Upon payment of the \$45 permit fee, approval of the application and payment of the Advance Payment fee, Loudoun Water will issue a Hydrant Meter Use Permit for a term up to one year. Such permits will be limited to the support of temporary and transient uses of water, typically where construction is occurring. A limited number of designated hydrants are available for this purpose. In the event a hydrant register is lost or damaged, a Hydrant Meter Calibration fee will be assessed. The Advance Payment Fee shall be forfeited if a hydrant meter has been lost or is unable to be repaired. Any damaged or lost component of the hydrant meter shall be repaired or replaced at the expense of the permit holder. Any violation associated with the Hydrant Meter Use Permit or any unauthorized hydrant use will be assessed a \$500 fine for each violation infraction. Water provided under a Fire Hydrant Use Permit will be billed according to rates in Schedule A as listed for temporary/transient meters. The Basic Charge will not apply. A minimum continuing service charge of \$15 per month will be assessed, whether the meter is used or not.

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
3/4-inch Advance Payment Fee	\$400	\$400	\$400
3-inch Advance Payment Fee	\$2,030	\$2,090	\$2,150
Hydrant Meter Calibration	\$275	\$280	\$290

SCHEDULE O - LOCAL FACILITIES CHARGE

The Local Facilities Charge shall apply to those applicants for water, wastewater, and/or reclaimed water service connections where they, or their predecessors in title, have not paid a proportionate share of the cost of the main adjacent to and/or serving their property. The charge will be determined by Loudoun Water on an individual basis, and will constitute a proportionate share of the construction cost of the subject main. Among factors that will be considered are the size of the property benefited and length of that property's frontage on that main.

SCHEDULE P – REVENUE EQUALIZATION FEE

Revenue Equalization Fee (REF) shall apply to those *applicants* for a stand-alone water and/or wastewater community system where the proposed total cost of service is greater than the average cost of service for existing community systems. The REF is applicable to community systems only. The REF is paid on a per unit basis at the time of requesting a water meter. The REF is specific to each applicable community system and is defined in the Developer Agreement.

SCHEDULE Q - PLAN REVIEW FEES

Applicants submitting plans for extension of Loudoun Water's system shall pay fees computed from the following rates. Each Plan Review Fee is to be paid when the respective plans are submitted.

	<u>1/1/2025</u>		<u>1/1/2026</u>		<u>1/1/2027</u>	
	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>
Water - water main and water service lines	\$610	\$0.51	\$630	\$0.53	\$650	\$0.54
Wastewater - sanitary sewer main and sanitary service laterals	\$610	\$0.65	\$630	\$0.67	\$650	\$0.69
Reclaimed Water - reclaimed main and reclaimed service lines	\$610	\$0.51	\$630	\$0.53	\$650	\$0.54

For non-linear water, wastewater, or reclaimed water projects, applicants shall pay the percentages below of the approved financial guarantee amount for engineering plan review. A minimum fee of \$10,000 shall be made at the time of each plan submission and a final accounting of the review fees shall be made at construction permit.

Up to \$5M	2.5%
Over \$5M - \$10M	2.0%
Over \$10M - \$15M	1.5%
Over \$15M	1.0%

SCHEDULE R – INSPECTION FEES

Applicants for a Construction Permit to extend, modify or connect to Loudoun Water's system shall pay fees computed from the following rates. The Inspection Fee is to be paid prior to the issuance of the Construction Permit.

	1/1/2025		1/1/2026		1/1/2027	
	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>
Water - water main and water service lines	\$350	\$3.63	\$360	\$3.74	\$370	\$3.85
Wastewater - sanitary sewer main and sanitary service laterals	\$350	\$3.99	\$360	\$4.11	\$370	\$4.23
Reclaimed Water - reclaimed main and reclaimed service lines	\$350	\$3.63	\$360	\$3.74	\$370	\$3.85

For non-linear projects, applicants shall pay the percentages below of the approved financial guarantee amount for inspection services.

Up to \$5M	2.5%
Over \$5M - \$10M	2.0%
Over \$10M - \$15M	1.5%
Over \$15M	1.0%

A Developer or their authorized representative may request overtime inspection services. Each project will be billed based on actual time spent (minimum 4 hours, or \$400). Loudoun Water reserves the right to deny any request for overtime inspection services. No requests will be granted for Sunday inspections.

Any project requiring more than two (2) final inspections, Applicant shall pay an additional inspection fee of \$400 per half day of inspection time (4 hours) to be paid prior to financial guarantee release.

For any project requiring construction purity sampling, the Applicant shall pay an additional fee of \$30 per sample.

Also, a fee is due to defray the cost of closed circuit television inspection (CCTV) of new work that Loudoun Water will perform. Where CCTV inspection of sanitary service laterals is determined necessary by Loudoun Water, this same fee will be applied to those laterals.

CCTV FEES:

	1/1/2025		1/1/2026		1/1/2027	
	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>
Wastewater - sanitary sewer main and sanitary service laterals	\$700	\$1.65	\$720	\$1.70	\$740	\$1.75

SCHEDULE S - RECORD DRAWING FEES

Applicants for a Construction Permit to extend or modify Loudoun Water's system shall pay a record drawing fee to defray the cost of post-construction surveying, record drawing creation, and GIS data collection. The Record Drawing Fee is to be paid prior to the issuance of the Construction Permit, and is computed at the following rate:

	1/1/2025		1/1/2026		1/1/2027	
	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>	<u>Base</u>	<u>Per linear foot</u>
Water - water main and water service lines	\$610	\$2.19	\$630	\$2.26	\$650	\$2.32
Wastewater - sanitary sewer main and sanitary service laterals	\$610	\$1.88	\$630	\$1.94	\$650	\$1.99
Reclaimed Water – reclaimed main and reclaimed service lines	\$610	\$2.19	\$630	\$2.26	\$650	\$2.32

SCHEDULE T – HYDRANT FLOW TEST FEE

Upon request, flow tests will be furnished as basis of insurance coverage and the design of fire protection facilities. Reports of recent tests made across the distribution system are available. Where a new test is warranted, such will be performed upon receipt of a Hydrant Flow Test Fee. This fee serves to defray the cost of personnel and of the water discharged. Scheduling of tests is dependent on the weather and current system demands.

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Hydrant Flow Test Fee	\$500	\$520	\$540

SCHEDULE U – PRETREATMENT PERMIT FEE

In accordance with US EPA Regulations (40 CFR 403) and Chapter 1068 of the Loudoun County Codified Ordinances, Loudoun Water maintains and regulates an industrial pretreatment program. Permitted industrial users are classified as either significant industrial user or non-significant industrial user.

Significant industrial user as defined by EPA are (1) any discharger subject to categorical pretreatment standards, (2) any other industrial user that discharges an average of 25,000 gallons per day or more of processed wastewater (excluding sanitary, non-contact cooling and boiler blow down waste waters) to the publicly owned treatment works (POTW) or that contributes a processed waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or (3) that is designated as such by Loudoun Water on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Non-significant industrial users are defined by EPA as those industries permitted by Loudoun Water that do not conform to the definition of a significant user but have been determined to need a wastewater discharge permit due to the type and/or amount of hazardous or toxic wastes in their industrial waste stream.

The annual Pretreatment Permit Fee for permitted industrial users shall be:

Significant Industrial User	-	\$	2,000
Non-significant Industrial User	-	\$	500

SCHEDULE V – HAULED SEPTIC AND DOMESTIC WASTE FEES

Loudoun Water issues permits to firms licensed by Loudoun County to haul septic tank waste and other domestic wastes to the septage receiving station located at the Broad Run Water Reclamation Facility. In addition to an annual permit fee of \$750, the following charges apply:

Treatment cost based on vehicle capacity:

< 1,000 gallons	\$45
1,001 – 2,000 gallons	\$90
2,001 – 3,000 gallons	\$135
3,001 – 4,000 gallons	\$180
4,001 – 5,000 gallons	\$225
5,001 – 6,000 gallons	\$270
6,001 – 7,000 gallons	\$315

*Loads beyond 7,000 gallons cannot be accepted due to the capacity of the receiving

facilities.

**Loads in excess of 4,000 gallons may be restricted to a schedule to be determined by the Broad Run operations staff.

***Rates are applied to the maximum volume capacity of the tanker.

SCHEDULE W – HAULED WASTEWATER PLANT SLUDGE

Loudoun Water issues acceptance letters to independent wastewater treatment plants (WWTP) systems as an approved sludge acceptance facility. WWTP must self-perform delivery, or contract with a firm licensed by Loudoun County to haul WWTP sludges to the Broad Run Water Reclamation Facility. In addition to an annual permit fee of \$750, the following charges apply:

Treatment cost based on vehicle capacity:

< 1,000 gallons	\$60
1,001 – 2,000 gallons	\$120
2,001 – 3,000 gallons	\$180
3,001 – 4,000 gallons	\$240
4,001 – 5,000 gallons	\$300
5,001 – 6,000 gallons	\$360
6,001 – 7,000 gallons	\$420

*Loads beyond 7,000 gallons cannot be accepted due to the capacity of the receiving facilities.

**Loads in excess of 4,000 gallons may be restricted to a schedule to be determined by the Broad Run operations staff.

***Rates are applied to the maximum volume capacity of the tanker.

SCHEDULE X – COLLECTON CHARGE

When an account enters into the collection process, or when it is necessary to discontinue service to any premise because of a violation of these Rules and Regulations or because of nonpayment of any bill, a non-negotiable collection charge of \$55 will be added to the account. In cases where service disconnection has occurred, this charge, together with any arrears that may be due Loudoun Water for charges against the customer shall be paid before service will be restored.

SCHEDULE Y – AFTER-HOURS FEE

In the event of disconnection, customers who pay after 5:00 p.m. on day of turn off and wish to have same-day service restoration are subject to an additional \$55 fee.

SCHEDULE Z – RETURNED PAYMENT CHARGE

In the event a payment submitted to Loudoun Water is returned unpaid a \$35 charge will be added to the account.

SCHEDULE AA – LIEN PROCESSING FEE

In the event a lien is placed on the real estate a \$20 fee shall be added to defray the administrative cost of filing the lien.

SCHEDULE BB – METER TEST CHARGE

In the event a customer requests the accuracy of a meter be tested a \$60 charge will added to the

account. If the meter is over/under registering usage this charge shall be refunded.

SCHEDULE CC – UNAUTHORIZED USE OF SERVICE FEE

A \$500 fee will be assessed each time a person is found to have improperly used a fire hydrant or tampered with a device assigned to a property, installed any type of device, or tampered with, damaged or accessed water, wastewater, or reclaimed water facilities without Loudoun Water approval.

SCHEDULE DD – GRINDER PUMP FEE

Customers requesting a new Loudoun Water approved grinder pump will be assessed a fee per connection to address future repair and replacement and shall be paid at the time of connection request.

	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Grinder Pump Fee	\$9,500	\$9,790	\$10,080
For Howardsville, the grinder pump fee shall be \$7500.			

SCHEDULE EE – FINANCIAL GUARANTEE REDUCTION FEE

When at least 50% of the proposed water and sanitary sewer facilities have been installed and passed sampling/testing, a project's financial guarantee may be reduced to 50%, if requested. A \$500 fee would be assessed to cover the administrative cost to verify that a minimum of 50% of this construction is complete.

SCHEDULE FF – DEVELOPER AGREEMENT EXTENSION FEE

All Developer Agreements with Loudoun Water expire. A \$300 fee will be assessed to cover administrative costs for Loudoun Water's Engineering staff to review and process the project's status, Developer Agreement extension, cost estimates, and surety upon receipt of a request by the developer to extend the Developer Agreement with Loudoun Water.

SCHEDULE GG – LANDFILL WATER SERVICE DISTRICT

In accordance with Virginia Code § 15.2-5137, Loudoun Water with the concurrence of the Loudoun County Board of Supervisors, adopted the following mandatory connection requirement on December 20, 1995. From and after July 15, 1996, the owner, tenant or occupant of each lot or parcel of land located within the Landfill Water Service District which abuts upon a street or other public way containing a water main or a water system and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, shall connect such building with such water main and shall cease to use any other source of water supply for domestic use. All such connections shall be made in accordance with the rates, rules and regulations adopted from time to time by the Authority.

SCHEDULE HH – HOWARDSVILLE CONNECTION CHARGE

A connection charge is required to be paid if the applicant is requesting service from the Howardsville Wastewater Treatment Plant. The current charge is \$16,300 per equivalent residential connection (ERC) unless a connection fee waiver is approved by Loudoun County. To inquire about a connection fee waiver, contact Loudoun County, Department of General Services.

II. Rules and Regulations

Rule No. 1 - Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this publication of Rates, Rules and Regulations shall be as follows:

- (a). *Air Gap Separation* shall mean a physical break between a supply of pipe and a receiving vessel. The air gap shall be at least twice the diameter of the inlet pipe and never less than 1 inch.
- (b). *Applicant* shall mean the owner or their duly authorized representative, such as builder, developer, or plumber who applies for a service connection.
- (c). *Building Drain* (grinder pump customers only) shall mean the sewer pipe carrying human and domestic waste only from the building to the grinder pump chamber.
- (d). *Building Reclaimed Water Piping* shall mean all *reclaimed water* lines from the building service pipe to the points of ultimate use where *reclaimed water* is exposed to the atmosphere.
- (e). *Building Service Pipe* shall mean the extension from the end of the water or reclaimed water service connection to the inner face of the building wall. Where the meter is located inside the owner's building, building service pipe shall include all service piping between the water or reclaimed water service connection and the meter.
- (f). *Building Sewer* shall mean the sewer pipe extension from the residence or building to the Public Sewer.
 - (1.) For residential and commercial customers, Building Sewer shall mean a gravity sewer pipe carrying human and other domestic sanitary waste.
 - (2.) For industrial customers, Building Sewer shall mean a gravity sewer pipe carrying waste other than human and other domestic waste, or a combination of these wastes.
- (g). *Building Water Piping* shall mean all water lines from the building service pipe to the points of ultimate use where water is exposed to the atmosphere.
- (h). *Central Water Service Area* shall refer to that part of Loudoun County presently planned to be served by Loudoun Water's integrated water and wastewater systems.
- (i). *Cross Connection/Backflow Prevention* shall refer to the program to protect Loudoun Water's *potable water and reclaimed water* distribution systems from possible contamination by prohibiting and preventing cross connections between the *potable water* distribution system and the *reclaimed water* distribution system.
- (j). *Customer* shall mean the party who has applied for continuing service and will be responsible for paying periodic bills. Each customer shall be served by a separate service connection.
 - (1). "Owner-Customer" shall mean the customer who owns the premises to which service is provided.
 - (2). "Tenant-Customer" shall mean the customer who rents the premises to which service is provided.
 - (3). "Customer with Private Water Supply" shall mean the customer who obtains

water from sources other than Loudoun Water's system but discharges sewage into Loudoun Water's wastewater system.

- (k). *Customer Force Main* shall mean the portion of the pressure sewer pipeline connecting the Grinder Pump Chamber to the Public Force Main. The Customer Force Main includes the pipe and any associated valves and check valves along its length as well as the connection to the Public Force Main. Loudoun Water will maintain the Customer Force Main portion of sewer pipeline, valves, and connections.
- (l). *Demand Ratio* shall mean the capacity divided by one equivalent residential connection.
- (m). *Effluent* shall mean treated *wastewater* that is not reused after flowing out of any treatment works.
- (n). *Equivalent Residential Connection (ERC)* shall mean the capacity used to serve an individual residence.
- (o). *Gray Water* shall mean untreated *wastewater* from bathtubs, showers, lavatory fixtures, wash basins, washing machines, and laundry tubs. It does not include *wastewater* from toilets, urinals, kitchen sinks, dishwashers, or laundry water. *Reclaimed Water* is not *gray water*.
- (p). *Grinder Pump* shall mean the pump that resides in the Grinder Pump Chamber that provides the energy to push sewage flow through the pressure sewer lines.
- (q). *Grinder Pump Chamber* (Chamber) shall mean the buried structure that houses the grinder pump and collects sewer flow from the residence. The Building Drain and Customer Force Main are connected to the Chamber. Access to the Chamber must remain unimpeded at all times.
- (r). *Grinder Pump Service Connection* shall mean the portion of a Grinder System typically residing on the customer's property consisting of the Grinder Pump, Grinder Pump Chamber, Pump Control Panel, Pump Power Cable and Customer Force Main.
- (s). *Grinder System* shall mean a low pressure wastewater collection and conveyance system serving more than one residential customer, consisting of individual Grinder Pump Service Connections, valves, flush connections, sewer force mains and related appurtenances.
- (t). *Multifamily Dwelling* shall mean:
 - (1). A building with more than one residential dwelling structure built for, and occupied by, private households. This includes apartments, condominiums, and townhouses served by a single service connection to the public main.
 - (2). Multifamily Dwelling does not include business concerns engaged in providing housing accommodations as well as other significant services (i.e., preparation of meals, health care, housekeeping, etc.) are classified as commercial establishments. This includes nursing homes, hotels, motels, and dormitory

structures.

- (u). *Non-Potable Water* shall mean any water, including *reclaimed water*, not meeting the definition of *potable water*.
- (v). *Person* shall mean any individual, firm, company, association, society, corporation, or group.
- (w). *Potable Water* (water) shall mean water fit for human consumption and domestic use which is sanitary and normally free of minerals, organic substances, and toxic agents
- (x). *Premises* shall mean:
 - (1). Each residential dwelling structure.
 - (2). Each residential dwelling unit in a duplex, triplex, apartment building, or in any other building that is used for residential purposes only.
 - (3). Each unit contained in a structure serving more than one tenant, lessee, or owner; and used for any purpose other than residential.
 - (4). Each structure or group of contiguous structures, that is owned, rented, or leased by one person and occupied by that person. The following shall also be considered one premise:
 - (4.1). Residence used as a rooming house
 - (4.2). Dwelling or building for transients
 - (4.3). Apartment building or residential condominium where the water utility bill is included in the rent or condominium fee.
- (y). *Private Grinder Pump* shall mean an individual connection that employs a grinder pump and force main to convey waste to Loudoun Water's gravity collection system. A Private Grinder Pump serves one connection and is not a part of a Grinder System. Any grinder pump that serves a premise that is not solely for residential use is considered a Private Grinder Pump. A Private Grinder Pump shall be maintained by the property owner.
- (z). *Public Force Main* shall mean the portion of the pressure sewer pipeline conveying, or potentially conveying the wastewater flow for more than one residential customer. The Public Force Main typically resides within a Loudoun Water sewer easement or the public right of way. The Public Force Main also includes all associated valves, fittings, and flush connections required to operate and maintain the pipeline.
- (aa). *Public Sewer* shall mean a manhole or common sewer pipe serving more than one property. A Public Sewer is owned and operated by Loudoun Water and is located in an easement or right of way.
- (bb). *Public Water Main* shall mean a water main in which all owners of abutting properties have equal rights and which is controlled by Loudoun Water.
- (cc). *Pump Control Panel* shall mean the panel that houses the pump controls and usually the alarm system. The Pump Control Panel is generally mounted on the side of the home in close proximity to the Grinder Pump Chamber.

- (dd). *Pump Power Cable* shall mean the cable connecting the Pump Control Panel and the Grinder Pump Chamber. This cable also transmits data between the Pump Control Panel and the Grinder Pump. A separate power disconnect switch is required to be installed on the power supply from the customer's power source to the Pump Control Panel, directly adjacent to the Pump Control Panel. The disconnect switch is always owned and maintained by the customer.
- (ee). *Reclaimed Water* shall mean water resulting from the treatment of domestic, municipal or industrial *wastewater* that is suitable for a water reuse that would not otherwise occur; water delivered and used in accordance with Virginia Water Reclamation and Reuse Regulation 9VAC25-740-10 et seq. *Gray Water* is excluded from this definition.
- (ff). *Reclaimed Water Service Agreement* shall mean the agreement between Loudoun Water and the *Customer* regarding the delivery and use of *reclaimed water*.
- (gg). *Reclaimed Water Service Connection* shall mean (1) where *reclaimed water* meter is installed exterior to a structure or building the *reclaimed water service connection* shall include the corporation stop, service pipe from the *public reclaimed water main* to meter, meter, transmitter, setter, bypass valves, meter box or vault, and supporting electrical equipment used to power the meter including dedicated outlets and NEMA enclosures. Supporting electrical equipment also includes the sump pump when a meter is enclosed within a vault; (2) where *reclaimed water* meter is installed interior to a structure or building *reclaimed water service connection* shall include corporation stop, service pipe extending to property line or easement line only, meter and transmitter.
- (hh). *Sewer Service Connection* shall mean the fitting through which the Building Sewer is joined to the Public Sewer and constitutes the point of service for Loudoun Water.
- (ii). *Virginia Pollutant Discharge Elimination System* (VPDES) Permit shall mean document issued by the Virginia State Water Control Board, pursuant to the Virginia Pollutant Discharge Elimination System Permit Regulation (9VAC25-31), authorizing, under prescribed conditions the potential or actual discharge of pollutants from a point source to surface waters and the use or disposal of sewage sludge. Under the approved state program, a *VPDES permit* is equivalent to a National Pollutant Discharge Elimination System (NPDES) permit.
- (jj). *Wastewater Capacity* shall mean the average quantity of wastewater per day that the customer discharges to the public sewer in U.S. Gallons which has been purchased through the payment of an availability charge.
- (kk). *Water Capacity* shall mean the maximum quantity of water per day in U. S. Gallons, which has been purchased through the payment of Availability Charges.
- (ll). *Water Service Connection* shall mean:
 - (1). Where meter is installed exterior to a structure or building the *water service connection* shall include the corporation stop, service pipe from the public water main to meter, meter, transmitter, setter, bypass valves, meter box or

- vault, and supporting electrical equipment used to power the meter including dedicated outlets and NEMA enclosures. Supporting electrical equipment also includes the sump pump when a meter is enclosed within a vault.
- (2). Where meter is installed interior to a structure or building *water service connection* shall include corporation stop, service pipe extending to property line or easement line only, meter and transmitter.

Rule No. 2 - General

- (a). There shall be no free service rendered by Loudoun Water, and, if any local, state, or federal government, or any department, agency or instrumentality thereof, or any other public body shall desire service to be rendered by Loudoun Water, it shall apply for and receive such service pursuant to the rules and regulations herein contained and shall pay for the same at the established rates, fees, and other charges.
- (b). The service pipes, building sewers, meters, piping and fixtures on the customer's premises shall be accessible to Loudoun Water for observation or inspection at reasonable hours.
- (c). No person shall tamper with a device assigned to a property, install any type of device, or tamper with, damage or access water, wastewater, or reclaimed water facilities without Loudoun Water approval. An Unauthorized Use of Service Fee will be assessed in addition to any penalties, fines or remedies provided by law for any such unauthorized use. Any customer who takes steps to reactivate service after the service has been discontinued will also be assessed the Unauthorized Use of Service Fee.
- (d). No air conditioning system shall be connected to Loudoun Water's system which has a demand of over five (5) gallons per minute unless such system provides for the recirculation of water or conserves water by other equally effective means so that the only water required from Loudoun Water 's system will be make-up water due to loss through evaporation or spillage. An independent supply pipe with an *air gap separation* shall be provided in such a way that its discharge end is at least two times the diameter of the independent supply pipe in use above the highest possible water level in the make-up tank or basin.
- (e). Employees or agents of Loudoun Water are expressly forbidden to demand or accept any compensation for any service rendered to its customers except as covered by its Rates, Rules and Regulations.
- (f). No employee or agent of Loudoun Water shall have the right or authority to bind it by any promise, agreement, or representation contrary to the letter or intent of these Rules and Regulations.
- (g). Any complaint against the service or employees of Loudoun Water should be made at the office of Loudoun Water and preferably in writing.

Rule No. 3 - Special Contracts

Loudoun Water may enter into contracts with any person, firm, or corporation, including municipalities, sanitary districts and other political subdivisions and public bodies, for the rendering of any unusual or extraordinary water service; provided, however, that the rates

or charges to be paid there under shall not be less than an amount which is fair and equitable, taking into account the cost to Loudoun Water of providing such service.

Rule No. 4 - Water Service Connections

- (a). Before a water service connection is provided, the owner of the premises to be supplied, or their duly authorized representative, shall make application for water service upon forms prescribed by Loudoun Water. Upon approval of the application and payment of the applicable charges, Loudoun Water will issue a Connection Permit.
- (b). A separate water service connection will be required for each premises, unless otherwise determined by Loudoun Water.
- (c). Each premises served must also receive fire protection from hydrant(s) along the public main. This rule shall apply to all applications for service, except in rural areas, where service is to be provided by a public water main that is not intended nor designed to provide fire protection.
- (d). No two water service connections may be joined together through a single distribution plumbing. Where two connections to Loudoun Water's main will both supply a single purpose approved air gap(s) shall be employed, to ensure backpressure from one service will never act on another service. If and where Loudoun Water authorizes the applicant to make service connections, the applicant shall use only materials and equipment specified and/or approved by Loudoun Water and shall install said materials and equipment according to standards set forth by Loudoun Water. No excavation shall be backfilled until connection has been inspected and approved by Loudoun Water.
- (e). Loudoun Water will determine the location, size, kind and quality of all materials used in making the water service connection, in accordance with procedures and standards published in the Engineering Design Manual.
- (f). The water service connection shall remain the property of Loudoun Water and be under its sole control and jurisdiction and will be maintained by Loudoun Water at its expense.
- (g). Special connections for fire service or for service of a temporary nature shall be installed, maintained, replaced, and removed at the expense of the customer, subject to supervision and approval by Loudoun Water.
- (h). Unused Water Service Connections shall be removed at the expense of the customer, subject to inspection and approval by Loudoun Water.
- (i). Customers electing to convert an existing potable water service connection to a reclaimed water service connection shall submit a conversion plan to Loudoun Water in accordance with 9VAC25-740-110 B.6.
- (j). Pursuant to the requirements of the Safe Drinking Water Act, Loudoun Water shall refuse any building service pipe containing lead from connecting to Loudoun Water's system. Such connection will be refused until the building service pipe containing lead is replaced with one that does not contain lead.

Rule No. 5 - Connections to Public Potable and Reclaimed Mains

- (a). Applicants for new or expanded service may apply for service by paying the (1) Water and/or Reclaimed Water Charges and Fees, (2) Availability Charges, and (3) by providing to Loudoun Water free of charge any easement for installation of water main and/or reclaimed water main, as may be required to enable the continuation or completion of the distribution system.
- (b). Each customer receiving Reclaimed Water must execute an individual Reclaimed Water Service Agreement prior to connecting to Reclaimed Water service or opening a new account transferring Reclaimed Water Service from a prior owner.
- (c). In certain instances, the water main has been constructed by Loudoun Water, or by a person having entered into contract with Loudoun Water for such construction, so to serve property beyond the parcel of the applicant for service. Applicants for connections to such public water mains will further pay a Local Facilities Charge.

Rule No. 6 - Connections to Public Sewers

- (a). Applicants for new or expanded potable or reclaimed water service may apply for service by paying in advance the (1) Building Sewer Charge, and (2) Availability Charge; and (3) by providing to Loudoun Water free of charge any easement for installation of sanitary sewer, as may be required.
- (b). In certain instances, public sewer has been constructed by Loudoun Water, or by a person having entered into contract with Loudoun Water for such construction, so to serve property beyond the parcel of the applicant for service. Applicants for connections to such public sewers will further pay a Local Facilities Charge.

Rule No. 7 - Extensions of Public Mains

Applicants for service to a premises not already having direct access to an adequate existing Loudoun Water main and/or not having access to adequate fire protection, must make application to Loudoun Water to extend and/or upgrade the system. All such extensions and/or upgrades must be made according to the policies, procedures, and standards published in Loudoun Water's Engineering Design Manual.

Rule No. 8 - Building Sewer Connection, Installation and Repair

- (a). A separate building sewer, with independent connection to the public main, shall be required for each premise unless otherwise determined by Loudoun Water.
- (b). No person shall uncover, make any connections with or openings into, or use any public sewer or appurtenance thereof without first obtaining authorization from Loudoun Water.
- (c). Before a building sewer is installed, the owner of the premises to be served, or their duly authorized representative, shall make application for service upon forms prescribed by Loudoun Water. Upon approval of the application and payment of the applicable charges, Loudoun Water will issue a Construction Permit.
- (d). If and where Loudoun Water authorizes the applicant to install a building sewer, the

applicant shall use only materials and equipment specified and/or approved by Loudoun Water and shall install said materials and equipment according to standards set forth by Loudoun Water. No excavation shall be backfilled until the building sewer has been inspected and approved by Loudoun Water.

- (e). Loudoun Water will determine the location, size, kind and quality of all materials used in construction of the building sewer, in accordance with procedures and standards published in the Engineering Design Manual.
- (f). Special connections for service of a temporary nature shall be installed, maintained, replaced or removed at the expense of the applicant subject to supervision and written approval by Loudoun Water.

Rule No. 9 - Building Sewer Maintenance

- (a). Maintenance of the building sewer is the responsibility of the customer.
- (b). Where the building sewer is located within public right of way, Loudoun Water shall have sole control and jurisdiction to correct defective condition, materials, or workmanship. Maintenance due to faulty materials or workmanship will be billed to the customer.
- (c). In the event of a sewer stoppage, the customer shall immediately notify Loudoun Water. Loudoun Water cannot be responsible for payment or reimbursement for any work that is done on the building sewer.
- (d). When Loudoun Water is notified of a sewer stoppage, it will determine whether the stoppage is in the public sewer. If the stoppage is in the public sewer, Loudoun Water will clear the stoppage as quickly as possible. If the stoppage is not in the public sewer, but is within the building sewer, the customer will be notified. The customer will be directed to employ a licensed plumber to clear the stoppage.
- (e). After clearing the stoppage, where the plumber determines that the stoppage has been caused by defective condition, materials, and/or workmanship within the building sewer, the customer is responsible for correcting the defect(s) at once, except where defect is within public right of way. Where defect is determined to be within public right of way, Loudoun Water will exercise control of the repair or replacement, pursuant to (b) above.

Rule No. 10 - Quantity and Quality Determinations for Continuing Service Charge

- (a). The quantity of sewage discharged into the public wastewater system shall be assumed as equal to the quantity of water registered by the water meter or meters measuring the entire flow to the premises; less those branches carrying flows separately metered by Loudoun Water, and serving only appliances and/or facilities that are not connected to the public sewer in any manner.
- (b). Where discharge to the public sewer from a specific appliance or process is of significantly lesser volume than that registered by the meter on its supply, the quantity discharged may be measured as the basis for the quantity of sewer service. Loudoun Water reserves the right, at its sole discretion, to estimate the quantity of sewer service required by such specialized appliances or processes.

- (c). Loudoun Water reserves the right to determine the quantity and/or quality of sewage by any accurate method of measurement and/or analysis of discharge from the building sewer. If the quantity is found to be in excess of the quantity measured by the customer's water meter or meters, the customer shall be back charged not less than six months on the basis of the greater flow and shall be required to install meter or meters in such a manner as may be specified by Loudoun Water.
- (d). If the quality of wastewater discharge does not comply to requirements of the Loudoun County Sewer Ordinance, immediate steps shall be taken by the customer to comply, and costs of necessary analysis shall be borne by the customer.

Rule No. 11 - Quantity Determinations as Basis for Availability Charges
(SCHEDULES E and F only)

- (a). No quantity determinations will be required for single family dwelling units. The lump sum charged shall be in accordance with SCHEDULES E and F.
- (b). The quantity of water used shall be assumed as equal to the quantity registered by the water meter or meters measuring the entire flow to the premises.
- (c). The maximum daily quantity shall mean the maximum 24-hour usage, measured in gallons.
- (d). The quantity of sewage discharged into the public sewerage system shall be assumed as equal to the quantity registered by the water meter or meters measuring the entire flow to the premises; less those branches carrying flows separately metered by Loudoun Water, and serving only appliances and/or facilities that are not connected to the public sewer in any manner.
- (e). Where a water service is exclusively dedicated to supplying a commercial or industrial process, including an evaporative cooling system, the quantity of sewage discharged into the public sewerage system from that process may be considered to be the quantity registered by Loudoun Water's meter or meters in the discharge from that system.
- (f). Loudoun Water reserves the right to determine the wastewater discharge by any accurate method of measurement of flow in the building sewer. If discharge is found to be in excess of quantity measured by the customer's water meter or meters, said quantity shall be used for determining any Availability Charge that may be due.

Rule No. 12 – Availability Charges Run with the Land

- (a). The payment of an Availability Charge constitutes a purchase of capacity in Loudoun Water's system. Once purchased, this capacity will be applied in support of the service to a specific connection or premises. Should that capacity cease to be needed at the connection/premises initially served, the capacity can be applied in support of any other connection/premises that is located on the same parcel of land. Where a parcel of land enjoying capacity is to be subdivided, or its boundaries adjusted, capacity may be applied to support service on the resultant property or properties.
- (b). Except as provided for in (a) above, capacity purchased through the payment of an

Availability Charge shall not be transferred from one property to another.

- (c). Where service is to be expanded, so as to provide additional capacity, the resulting Availability Charge will be based upon the amount of capacity being added. There will be no charge resulting from changes to rates, as may have occurred since the former purchase(s) of capacity were made.
- (d). Where an Availability Charge has been based upon the size of meter being employed, the corresponding capacity purchased will be determined using the demand ratio and equivalent residential connection in effect for that meter size, when the capacity was purchased.
- (e). Where an Availability Charge has been based upon a square footage of building floor area (water) or land area (sewer), as was in practice in earlier years, that same floor area or land area shall be considered to enjoy such capacity as corresponds to the meter through which the capacity purchased prior was delivered. Current demand ratio and equivalent residential connection may be used to determine the amount of capacity purchased prior. For meter sizes larger than 2", demand ratio will be considered to be:

<u>Meter Size</u>	<u>Demand Ratio</u>
3"	15
4"	25
6"	50

- (f). Absent other documentation, the capacity enjoyed by a property is the sum of all purchased through the payment of Availability Charge(s) as recorded on Connection Permits on file at Loudoun Water.

Rule No. 13 - Building Service Pipe

- (a). Where meter is installed inside the owner's building, Loudoun Water will specify the size, kind, and quality of the pipe which shall be installed by the applicant between the water or reclaimed water service connection and the location of the meter. In this case, the applicant's building service pipe and its continuation to the meter, including all connections attached thereto, shall be subject to the inspection and approval of Loudoun Water, as a condition of service. Applicable standards are published in Loudoun Water's Engineering Design Manual.
- (b). No fixture shall be attached to and no branch shall be made in the building service pipe upstream of the meter.
- (c). Any repairs, maintenance, replacement, or relocation necessary on the customer's building service pipe, building water piping, or fixtures in or upon the customer's premises shall be performed by the customer at their expense and risk.

Rule No. 14 - Quality of Reclaimed Water Supply

- (a). Loudoun Water shall produce and supply Level 1 *reclaimed water* of a quality that meets the standards of the Virginia Water Reclamation and Reuse Regulations.
- (b). Loudoun Water makes no other warranty and specifically makes no implied warranty of merchantability or of fitness of the *reclaimed water* for any particular reuse or

purpose.

Rule No. 15 - Pressure and Continuity of Supply

- (a). Loudoun Water does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water, and customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, evaporative cooling systems, domestic hot water systems, etc.
- (b). In areas of high elevation where pressure is low, the customer shall, if he desires a higher pressure than furnished at the mains of Loudoun Water, install at their own expense a tank and/or booster pump of a type and installation approved by Loudoun Water.
- (c). Where the pressure to a customer's premises is greater than he wishes, it shall be their responsibility to install the proper regulating device to reduce the pressure to the extent desired. The responsibility to operate, maintain and repair pressure regulating devices strictly lies with the customer.
- (d). Loudoun Water shall have the right to require the adjustment, modification, or removal of any quick opening or closing valve or other device installed in a premises, the operation of which results in an unreasonable fluctuation of pressure in Loudoun Water 's system.

Rule No. 16 - Interruptions in Water or Reclaimed Water Supply

- (a). Loudoun Water may at any time shut off the water or reclaimed water in the mains in case of accident or the purpose of making connections, alterations, repairs, changes, or for other reasons and may restrict the use of water or reclaimed water to reserve a sufficient supply for public fire service or other emergencies whenever the public welfare may require it.
- (b). While it is the intention of Loudoun Water to give notice in advance of any work which must be done that will necessitate any interruption of the supply, such notice shall be considered a courtesy and not a requirement on the part of Loudoun Water. Property owners shall regulate their installations connected with the water or reclaimed water supply system so that damage will not occur if water is shutoff without notice.
- (c). Loudoun Water will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur.

Rule No. 17 - Meters and Meter Installation

- (a). Loudoun Water will determine the location, type and size of meter to be installed.
- (b). Meters furnished, installed and/or removed by Loudoun Water and will remain its property. Loudoun Water will install and/or remove all meters sized 1" and below. Meters sized 1.5" or larger shall be installed or removed by the Customer at their expense.
- (c). Where meters are installed within a building, the customer shall provide at their expense a readily accessible and protected location for the installation of the meter

at such a point as will control the entire supply to the premises, which location shall be acceptable to Loudoun Water as convenient for its service.

- (d). Unless otherwise determined by Loudoun Water, each premises shall be supplied through a separate meter or, if necessary and at the option of Loudoun Water, through a separate battery of meters. Where a battery of meters is installed, the registrations of such meters shall be combined for billing purposes and shall be subject to a service charge equal to the sum of the service charges for the meters comprising the battery setting. Where, however, the premises is supplied through more than one service, unless otherwise provided by contract, the registration of the meter installed on each such service shall be billed separately, subject to the service charge for each meter.
- (e). Meters will be maintained by Loudoun Water at its expense insofar as ordinary wear is concerned, but damage to any meter due to hot water, freezing, or other external causes arising out of, or caused by the customer's facilities, operations, negligence or carelessness shall be paid for by the customer, except, however, that Loudoun Water will be responsible for damage to meters due to freezing in outside vaults.
- (f). The customer shall promptly notify Loudoun Water of any defect in or damage to the *Water Service Connection*..
- (g). *Customer* shall be responsible for providing Loudoun Water or its representatives free, prompt and unrestricted access to the property served in order to read, repair, or replace the water meter and any necessary appurtenances.
- (h). *Customer* shall be responsible for adequate power to the Water Service Connection when necessary for operation. The customer shall establish an account with the power company and cover all ongoing costs associated with the power consumption and use related to the Water Service Connection.

Rule No. 18 - Meter Tests

- (a). All meters will be accurately tested before installation. Meters will also be periodically tested in accordance with the accepted practice. Loudoun Water may at any time remove any meter for routine test, repairs, or replacement.
- (b). Loudoun Water will test the accuracy of the meter in use at a premise, provided the meter has not been tested by Loudoun Water within a period of one year previous to such request. Loudoun Water will assess a Meter Test Charge that will be refunded to the customer in the event the meter is over/under registering usage. The customer agrees to abide by the results of such test in the adjustment of disputed charges. A written report of the results of the test will be furnished the customer.

Rule No. 19 - Meters for Private Water Supplies

- (a). Loudoun Water will provide, at the applicant's expense, a water meter and associated appurtenances (e.g. transmitter and gaskets) to be installed on any private water supply discharging into Loudoun Water's wastewater system.
- (b). The meter shall be installed by Loudoun Water, in a place readily accessible to Loudoun Water for reading and servicing.

- (c). This meter and transmitter shall remain the property of Loudoun Water.
- (d). *Customer* shall be responsible for providing Loudoun Water or its representatives free, prompt and unrestricted access to the property served in order to repair or replace the water meter and any necessary appurtenances.

Rule No. 20 - Cross Connection and Backflow

- (a). The plumbing on all premises supplied from Loudoun Water's system shall include provisions for the control of cross connections, so as to conform to the Virginia Statewide Building Code, and any current, applicable plumbing codes. Cross connections shall be controlled at all times in accordance with the requirements of applicable codes and of the Virginia Waterworks Regulations and/or the Virginia Water Reclamation and Reuse Regulations.
- (b). As required by the Commonwealth of Virginia/State Board of Health, Waterworks Regulations, Loudoun Water will conduct annual cross connection/backflow prevention inspections of non-residential plumbing systems connected to Loudoun Water's water distribution system. The charge for each inspection per meter can be found in Schedule M. Loudoun Water requires all testable backflow assemblies be tested when first installed and annually thereafter by a certified tester to ensure the device is working as intended. The backflow test results must be provided to Loudoun Water.
- (c). Except in the case of fire suppression systems, no pipe connected with the mains of Loudoun Water shall be connected with pipes supplied with water from any other source. In the case of fire suppression systems with redundant sources, reduced pressure principle backflow prevention assembly will be considered for approval by Loudoun Water.
- (d). Whenever a building's plumbing or industrial process piping is supplied with potable water from Loudoun Water, and also incorporates a secondary source (e.g. ground/well water, rainwater, storage tank, reclaimed water, process or industrial water etc.), an approved Loudoun Water air gap shall be provided between the building's potable service line, and the subject plumbing or process piping.
- (e). It is required by Loudoun Water for applications that include a secondary source of water to submit applicable plumbing plans during the plan review process to the Cross Connection and Backflow Department, to ensure proper protection of the Loudoun Water potable water system. Providing details specific to air gaps to all storage tank/reservoirs and proposed backflow assemblies are preferred.
- (f). Whenever Loudoun Water's potable water is to be stored in a basin, tank, or reservoir of any kind, an approved Loudoun Water air gap must be provided between the incoming potable supply and the storage vessel.
- (g). Premises having booster pumps or fire pumps connected to the waterworks shall have the pumps equipped with a pressure sensing device to shut off or regulate the flow to prevent a reduction of pump suction line pressure from the potable water system to less than 20 psi gauge.

- (h). *Customer* shall be responsible for providing Loudoun Water or its representatives free, prompt and unrestricted access to the property and buildings served in order to inspect the cross connection and backflow preventer devices and any necessary appurtenances.

Rule No. 21 - Customer's Liability for Charges

A customer who has made application for or received service at a premise shall be held liable for all service furnished to such premises until such time as the customer has properly notified Loudoun Water to discontinue the service for their account.

Rule No. 22 - Bills for Service

- (a). Customers are responsible for furnishing the Loudoun Water with their correct addresses. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account will be considered delinquent.
- (b). If bills are to be sent to an address other than the premises served, Loudoun Water shall be notified by the customer of any change of address.
- (c). If requested in writing by the owner-customer, Loudoun Water will send bills to and receive payments from agents or tenant-customers. However, this accommodation will in no way relieve the owner-customers of the liability for all charges, in accordance with the provisions of the Virginia Water and Sewer Authorities Act (Chapter 28, Title 15.1, Section 1239 et seq., Code of Virginia, 1950, as amended).
- (d). Payments shall be made at the office of Loudoun Water or such other places as may be designated by Loudoun Water.
- (e). Loudoun Water reserves the right to correct any bills rendered in error.
- (f). Each customer, as defined in Rule No. 1 shall be billed separately for service.
- (g). If the meter should fail to register for any reason or if the meter reader should be unable to gain admittance to the premises at the time the meter is due to be read, an estimated bill will be submitted. Such bill will be based on an average of the consumption shown by three (3) previous consecutive like billing periods, or, in the case of a new customer, a reasonable estimate of consumption will be used.
- (h). Bills for metered water service will be rendered monthly or quarterly depending upon the class and quantity of service rendered.

Rule No. 23 – Advance Payment Fee

- (a). Loudoun Water will require from any residential or commercial applicant for continuing service, who is not the owner of the premises to be served, an Advance Payment Fee to secure the performance by the customer of the terms and conditions of Loudoun Water under which service is provided. The Advance Payment Fee shall equal 125% of the average bill for one billing period based upon the size of the meter.
- (b). The Advance Payment Fee will be applied to a customer's final bill. Any overages that occur, after deducting any charges due on account will be refunded to the

customer.

Rule No. 24 - Terms of Payment

- (a). Bills for continuing service shall be due and payable when rendered.
- (b). A late payment charge of ten percent shall be charged and collected by Loudoun Water on all past due account balances.
- (c). If a bill is not paid within thirty (30) days after the same shall become due and payable, and after notice properly given by Loudoun Water to the customer of record, service may be discontinued, the meter removed by Loudoun Water, and the advance payment fee, if any, may be applied against such bill and any other arrears due by the customer.
- (d). There shall be a lien upon the real estate for the amount of any rates, fees, and other charges made by Loudoun Water to the owner or lessee or tenant of such real estate for the services rendered by Loudoun Water to such real estate from and after the time when such rates, fees, and other charges are due and payable and for the interest which may accrue thereon. The lien processing fee shall be applied.
- (e). The returned payment charge shall be applied for all returned checks which have been submitted to Loudoun Water for payment of any applicable charges.

Rule No. 25 – Abatement

There shall be no abatement of the service charges in whole or in part by reason of an extended absence of the customer, unless service has been discontinued at their request. An extended absence is defined as any absence greater than 60 days. An Account Charge will be applied to have service terminated and restarted by reason of an extended absence of the customer.

Rule No. 26 - Discontinuance of Service

- (a). Service may be discontinued by Loudoun Water after five (5) days' notice for any of the following reasons:
 - (1). For willful or indifferent wastes of water due to any cause.
 - (2). For failure to protect and maintain the service pipe or plumbing fixtures including the water meter and its protective devices, and drainage system on the property of the customer in a condition satisfactory to Loudoun Water. For tampering by the customer, or others with the knowledge of the customer, with any meter, connection, service pipe, curb stop, seal, drainage system, piping or any other appliance of Loudoun Water controlling or regulating the customer's water or reclaimed water supply or sewage flow.
 - (3). For failure to provide Loudoun Water's employees free and reasonable access to the premises served, or for obstructing the way of ingress to the meter or other appliances controlling or regulating the customer's water or reclaimed water supply or sewage flow.
 - (4). For nonpayment of any account for water, wastewater, or reclaimed water service, or for any fee or charge accruing under these Rates, Rules and Regulations.

- (5). For violation of any rule or regulation of Loudoun Water.
 - (6). For failure to correct cross connection violations as identified by Loudoun Water, in accordance with Rule 4 herein.
 - (7). Failure to comply with any term of the *Reclaimed Water Service Agreement* into which the *Customer* has entered with Loudoun Water. Termination of service is set forth in the Agreement.
- (b). Service may be discontinued by one of the following methods:
 - (1). Where water or reclaimed water is supplied by Loudoun Water, supply will be cut off and the meter removed.
 - (2). Where water is furnished by the owner, or by other than Loudoun Water, Loudoun Water reserves the right to (a) remove the meter used for measuring the water supply to the wastewater facilities, (b) seal the building drain or sewer, or (c) remove the connection to the public sewer.
 - (c). Discontinuing wastewater service or the supply of water to a premises for any reason shall not prevent Loudoun Water from pursuing any lawful remedy by action at law or otherwise for the collection of moneys from the customer.
 - (d). When service to a customer has been terminated for any of the above stated reasons, other than temporary vacancy of the premises, it will be renewed only after the conditions, circumstances, or practices which caused the service to be discontinued are corrected to the satisfaction of Loudoun Water and upon payment of all charges due and payable by the customer in accordance with these Rates, Rules and Regulations.

Rule No. 27 – Restoration of Service

- (a). When it becomes necessary to discontinue service to any customer because of a violation of these Rules and Regulations, or because of nonpayment of any bill, charges shall be made as follows:
 - (1). If service was discontinued only by turn-off of water supplying the premises, the customer shall pay the collection charge for turning on the water plus any arrears that may be due to Loudoun Water for charges against the customer.
 - (2). If service was discontinued by removal of the meter, or by sealing the building drain, or by removal of the connection to the public sewer, customer shall pay as a charge the actual cost of restoring the service, including all labor, materials, and overhead plus 100% of said actual costs including labor, materials and overheads. Said charge shall be estimated by Loudoun Water upon application for restoration of service and the customer shall pay the amount of the estimate prior to restoration of service. Any adjustments in actual cost will be made upon completion of restoration of service.
- (b). Restoration of service for nonpayment will only occur during regular business hours for customers who have made payment by 5:00 on day of turn off. Customers who pay after 5:00 p.m. on day of turn off and wish to have same-day service restoration are subject to an additional after-hours fee. All after hours requests will be handled at the discretion of Loudoun Water. It is the customer's responsibility to ensure

payment has been received by Loudoun Water.

- (c). If at the time of such discontinuance of service for nonpayment of bill the customer has not paid an Advance Payment Fee, Loudoun Water, may require an Advance Payment Fee whether customer is property owner or not as a guarantee of payment of future bills, which Advance Payment Fee shall equal the amount of the estimated bill for one regular billing period and in no case be less than the service charge applicable to such service, before the water will be turned on. The Advance Payment Fee will be refunded, when service has been discontinued, after deducting any charges due on final settlement of the customer's account.
- (d). If, at the time Loudoun Water's employee goes to the customer's premises for the purpose of discontinuing service, the customer requests continuance of service and agrees to pay to Loudoun Water 's employee all charges in arrears, then in addition to all due charges an additional collection charge shall be paid.
- (e). When a customer has requested temporary discontinuance of service because of temporary vacancy, where both water and wastewater service are furnished by Loudoun Water, and where all bills have been paid, Loudoun Water will collect one account charge for the restoration of both water and wastewater service.

Rule No. 28 - Water Leak

- (a). In the event of a water leak, the customer shall immediately notify Loudoun Water. Loudoun Water cannot be responsible for payment or reimbursement for any work that is done on private facilities.
- (b). It is Loudoun Water's responsibility to maintain the public water main and water service connection. Maintenance of the building service pipe and building water piping is the responsibility of the property owner.
- (c). As soon as Loudoun Water is notified of a water leak, it will determine whether the leak is in the public water main or water service connection. If the leak is in either the public water main or water service connection, Loudoun Water will repair the leak without cost to the Customer.
- (d). If a leak is found not to be the responsibility of Loudoun Water, the Customer will be notified and he shall have the leak repaired by a registered plumber at their expense.
- (e). Loudoun Water will perform meter or pressure checks by appointment only during normal business hours. Fees may apply.

Rule No. 29 – Leak Adjustments

- (a) Underground Leaks Between the Meter and the Main Service Cutoff
 - does not include leaks in underground sprinkler systems

In the case of an underground leak between the meter and the main service cutoff in the house or building, a courtesy adjustment of 100% for water overage and 100% for sewer overage may be made based on the average of three years of comparable period usage of that same customer at that same property address.

In the event the customer has not established three years of comparable period usage at the property address where the leak is present; the adjustment is based on the average usage for like quarters for however many years are available. If a customer has not yet been billed for a full year at that property address (thus they do not have any like quarters to compare usage with) the electronic profile of the meter will be referred to. The number of people occupying the property (based on a 7,000 gal/person quarterly average) and then rate of leak are respectively referred to in cases where no electronic meter profile is available.

In the event the Customer is notified by Loudoun Water of a leak, the Customer has 30 days to make repairs. If repairs are not made within 30 days, Loudoun Water reserves the right to impose a penalty up to and including termination of service.

The period(s) to be adjusted include(s) the billing period that the leak is repaired in, as well as the previous quarter—if there is proof that the leak spanned over two quarters. The adjustment period will not exceed two quarters, regardless of how long the leak has been present.

In the event that Loudoun Water notifies the Customer of a leak, the Customer has 30 days to repair the leak to be eligible for an adjustment. No adjustments will be considered for leaks that go unresolved for more than 30 days for which Loudoun Water has notified the Customer.

(b) Leaks Inside of a House or Other Building, and Irrigation System Leaks

In the case of an undetected leak inside the house or building, and including sprinkler or irrigation systems, a courtesy adjustment of 100% for water overage and 100% for sewer overage may be made based on the average of three years of comparable period usage of that same customer at that same property address. An inside leak adjustment is only allowed one time per customer per account, and can only be given if a sprinkler system or irrigation leak adjustment has not been issued on the account. Hose bibs, water left running, irrigation usage, settings and faulty timers do not qualify for a leak adjustment.

In the event the customer has not established three years of comparable period usage at the property address where the leak is present; the adjustment is based on the average usage for like quarters for however many years are available. If a customer has not yet been billed for a full year at that property address (thus they do not have any like quarters to compare usage with) the electronic profile of the meter will be referred to. The number of people occupying the property (based on a 7,000 gal/person quarterly average) and then rate of leak are respectively referred to in cases where no electronic meter profile is available.

In the event the Customer is notified by Loudoun Water of an inside leak, the Customer has 30 days to make repairs. If repairs are not made within 30 days, Loudoun Water reserves the right to impose a penalty up to and including termination of service.

The period(s) to be adjusted include(s) the billing period that the leak is repaired in, as well as the previous quarter—if there is proof that the leak spanned over two quarters. The adjustment period will not exceed two quarters, regardless of how long

the leak has been present. To be eligible for an adjustment, a customer must submit a letter requesting a bill adjustment, including proof of repairs made (i.e. receipts/invoices).

In the event that Loudoun Water notifies the Customer of an inside leak, the Customer has 30 days to repair the leak to be eligible for an adjustment. No adjustments will be considered for leaks that go unresolved for more than 30 days for which Loudoun Water has notified the Customer.

(c). Reclaimed Water Leaks

Customer shall notify Loudoun Water of any reclaimed water leak at the time of detection.

Rule No. 30 - Public Fire Hydrants

- (a). After the installation of each hydrant that is located within public right of way or within Loudoun Water's easement, Loudoun Water will assume its ownership, maintenance and operation.
- (b). The following provisions shall apply to all public fire hydrants:
 - (1). The use of public fire hydrants shall be restricted to the taking of water for the extinguishment of fires and water shall not be taken from any public fire hydrant for construction purposes, sprinkling streets, flushing sewers or gutters, or for any use, except as specifically allowed under a Hydrant Meter Use Permit.
 - (2). Loudoun Water shall not be considered in any manner an insurer of persons or property, or to have undertaken to extinguish fires, or to protect any persons or property against loss or damage by fire or otherwise, and shall not be responsible to any person or persons for any loss, damage, or injury by reason of fire, water failure to supply water or pressure, or any other cause.
 - (3). Loudoun Water shall not be required to extend its mains for the purpose of supplying public fire hydrants which may be desired except under mutually acceptable arrangements to defray the installation cost of such extensions.

Rule No. 31 - Private Fire Protection Systems

- (a). Systems connected directly to Loudoun Water's mains for fire protection shall be constructed by and at the expense of the customer according to plans and specifications approved by Loudoun Water and subject to inspection during and following construction.
- (b). Private fire protection systems shall be used solely for extinguishment of fire or, upon approval by Loudoun Water, fire drills or testing and maintenance of equipment.
- (c). No connections for water service for uses other than fire protection shall be made to any private fire protection system.

- (d). The extension of any private fire protection system or the addition of any hydrant, sprinkler heads, or other outlets shall be reported immediately to Loudoun Water.
- (e). Loudoun Water reserves the right to require the customer to install an approved detector check valve or reduced pressure zone device with detector feature, as a condition of service.
- (f). Loudoun Water's *reclaimed water* distribution system does not provide the instantaneous volumes and pressures of water that may be required for fire suppression systems. No fire hydrant may be supplied with *reclaimed water* from Loudoun Water's system.
- (g). Fire protection systems connected directly to Loudoun Water's *reclaimed water* mains as an auxiliary supply shall be constructed by and at the expense of the *Customer*. These systems and the plans and specifications to which they are built are subject to inspection by Loudoun Water during and following construction.
- (h). For violation of these provisions, Loudoun Water may discontinue service.

Rule No. 32 - Schedule of Designated Outdoor Water Use Days

Loudoun Water recommends the following Schedule of Designated Outdoor Water Use Days that specifies days for outdoor water usage and/or activities.

Residential Customers –	Odd home addresses – Wednesday and Saturday Even home addresses – Thursday and Sunday
Non-Residential –	Monday through Friday consistent usage is encouraged through the use of rotating zones to avoid peaks in usage on any given day

Loudoun Water shall revise and update the Schedule of Designated Outdoor Water Use Days as required by water supply conditions.

Rule No. 33 - Grinder Pumps

(applicable to all current and future grinder pump service connection customers)

Loudoun Water's preferred method of discharge for wastewater is by gravity flow. In the event gravity collectors and/or a centralized pumping station are not feasible, *Grinder Systems* may be allowed, at Loudoun Water's sole discretion. If two or more homes on separate lots connect to a common force main before connecting to Loudoun Water's gravity conveyance system, they would constitute a ***Grinder System***. If an individual connection employs a *grinder pump* and force main to convey waste to Loudoun Water's gravity collection system it is considered a *Private Grinder Pump* to be maintained by the property owner. If a grinder pump serves a premise that is not solely for residential use it is considered a Private Grinder Pump to be maintained by the property owner. It will hereby be the sole responsibility of the current property owner to notify Loudoun Water if the use type changes to commercial. Rule No. 33 does not apply to *Private Grinder Pumps*. Each ***Grinder System*** is an integral component of Loudoun Water's sanitary sewer system. Additional information about Loudoun Water's *Grinder Systems* is available in the Engineering Design Manual.

- (a). Loudoun Water shall be responsible to repair and replace all system components of the *Grinder Pump Service Connection* from the *Grinder Pump Chamber* to the *Public Force Main* at Loudoun Water's expense insofar as ordinary wear is concerned. Damage due to causes arising out of, or caused by the *customer's* facilities, operations, negligence or carelessness shall be paid by the *customer*. The *customer* shall promptly notify Loudoun Water or its representative of any defect or damage to the *Grinder Pump Service Connection*.
- (b). Cost of equipment and installation of a new *Grinder Pump Service Connection* shall be borne by the *Customer* and shall be turned over to Loudoun Water for future repairs and replacement. *Grinder Pump Service Connections* shall be installed and inspected in accordance with Loudoun Water's specifications.
- (c). Installation of approved grinder pumps will include an availability charge and an additional grinder pump fee per connection to address future repair and replacement. The fees shall be paid at the time of connection request.
- (d). No more than one dwelling or building may be connected to a single *Grinder Pump Service Connection*.
- (e). *Customer* shall be responsible for providing Loudoun Water or its representatives free, prompt and unrestricted access to the property served in order to repair or replace *Grinder Pump Service Connection* components.
- (f). Installation of any structures over or in close proximity to any component of the *Grinder Pump Service Connection*, including the *Customer Force Main* from the *Grinder Pump* to the *Public Force Main*, is prohibited.
- (g). If a structure has been installed over or in close proximity to any component of the *Grinder Pump Service Connection* prior to the effective date of these Rules (June 11, 2015), Loudoun Water will make every effort to keep the structure intact. In the event the structure must be removed or disturbed, the *Customer* shall be responsible for the cost of reinstalling the structure in a way that does not obstruct access to any component of the *Grinder Pump Service Connection*. Loudoun Water will not be responsible for the cost of structures that were deemed to be obstructing access to the system. Call Miss Utility before you dig.
- (h). *Customer* shall be responsible for all damage relating to vehicular or lawn care traffic, unintentional landscaping damage, trees falling, or any avoidable act that inflicts damage.
- (i). *Customer* shall be responsible to maintain the plumbing for the *Building Drain* between the home and the *Grinder Pump Chamber*.
- (j). *Customer* shall be responsible for providing and maintaining an adequate supply of electrical power from the house to the *Pump Control Panel* and *Grinder Pump*. In the event of a power outage, *Customer* shall be responsible for taking measures to prevent the backup of wastewater on the property (limit water usage). Loudoun Water is not responsible for any property damage.

- (k). Loudoun Water shall have the right to stop any discharge from a *Grinder Pump Service Connection* in order to prevent contamination from raw sewage.
- (l). *Customer* shall never flush prohibited items including, but not limited to rags, paper towels, feminine hygiene products, diapers, chemicals, baby wipes, fats, oils, greases and bio hazardous materials.
- (m). *Customer* shall be responsible if an excavation reveals problems caused by negligence toward the *Grinder Pump Service Connection*, including the *Customer Force Main* to the *Public Force Main*.
- (n). Extraneous flows such as from a sump pump, roof or foundation drains and into the grinder pump chamber are prohibited.
- (o). Customer is responsible to repair and replace the PVC conduit and electrical wiring from the pump control panel to the grinder pump chamber.
- (p). If at any time, the premise becomes a non-residential property, Loudoun Water shall have the right to transition ownership of a Loudoun Water maintained grinder pump to Private Grinder Pump status.
- (q). Loudoun Water shall have the right to permanently transition ownership of a Loudoun Water maintained grinder pump to Private Grinder Pump status if the customers fails to abide by the rules herein. Loudoun Water will not be responsible for any costs incurred by the Customer for this transition and no fees will be refunded.

III. Regulations

The Virginia Department of Environmental Quality administers state laws and water regulations to improve and protect human health and other beneficial water uses.

The use of *reclaimed water* is regulated by these Rates, Rules, and Regulations, the Reclaimed Water Service Agreement, the VPDES permit issued to BRWRF, and the Virginia State Water Control Board (9VAC25-740-10 et seq.). The Virginia Water Reclamation and Reuse Regulations can be found at:

<https://law.lis.virginia.gov/admincode/title9/agency25/chapter740>

IV. Amendment and Interpretation

Loudoun Water reserves the right to revise and/or amend these Rates, Rules, and Regulations for and to interpret the meaning of all statements made herein.

V. Effective Date

The Rates, Fees, and Other Charges and Rules and Regulations herein contained shall

become effective October 9, 2025 and shall remain in effect thereafter until further revised.