
PEACOCK HILL SERVICE COMPANY
PEACOCK HILL
IVY, VIRGINIA

RATES, RULES AND REGULATIONS
for
Water and Sewer Service in
Territory Served by Company in
Albemarle County, Virginia

WATER & SEWER RATES EFFECTIVE 2019

WATER FEES

UNIMPROVED LOTS

New Water Service Connection (one time charge) \$4000

New Water Service Impact Fee (one time charge) \$2000

IMPROVED LOTS

Water Service Initiation fee for existing homes \$120

Water Usage Fee – Billing is for a 2-month period

Water Usage Fee 0 – 20,999 gallons \$10.10 per 1,000 gallons

21,000 gallons and over \$75.00 per 1,000 gallons

Additional Water Service Fees:

Water Service Fee \$25 per month

SEWER FEES

New Sewer Service Connection to community system \$2500

Sewer Usage Fee 105% of Water Usage Fee

PENALTY CHARGES

Disconnection Fee \$150

Reconnection Fee \$120

Late Fee 1.5% of total bill due per month

Returned Check Fee \$25

The Rules and Regulations as herein set forth, or as they may hereafter be altered or amended, shall govern the rendering of water and sewer service, including the extension of mains and the making of connections thereto, and every customer upon signing an application for any service rendered by the Company, or upon the receipt of water or sewer service shall be bound hereby.

I. **Definitions**

- (a) A "water meter service connection" is the water service line, meter and meter equipment connecting the Company's water main or lateral to a single premise only, and no premises shall be supplied by more than one water service connection unless undertaken by the Company for its convenience. Under no circumstances will a water meter service connection be provided to a lot upon which there is no habitable dwelling or on which construction of such an approved dwelling has not begun, whether adjacent to a developed lot belonging to the same owner or standing independently. The Company's determination as to qualification of a structure as a "habitable dwelling" shall be final.
- (b) A "sewer service connection" is a pipe connecting any premises with the Company's sewer collector line, together with any converting and pumping equipment. A sewer connection may serve more than a single premise.
- (c) A "premise" is a single-family dwelling
- (d) The term "owner" as used herein refers to any person who has acquired fee simple title to any premises located in the area to be served by the Company.
- (e) A "customer" is a party who has applied for and/or is receiving water and/or sewer service at premises.
- (f) The "Company" is Peacock Hill Service Company.
- (g) A "Lot" is one of the lots within the Peacock Hill Subdivision.
- (h) "Impact fees" are one-time assessments that may be applied to new houses to fund the repair, expansion, or construction of service company facilities and infrastructure.

II. **One Time Contribution to Capital**

Each owner who desires service to any premises located in the area to be served by the Company shall pay to the Company as a one-time contribution to capital the following amounts:

- (a) \$4000 for the water system, payable prior to connection to the water system.
- (b) \$2500 for the sewer system, payable prior to connection to the sewer system.
- (c) \$2000 for the impact fee payable prior to connection to water or sewer system.

III. **Service Connection**

- (a) Before water service connection will be provided, the owner of the premises to be supplied or his/her duly authorized representative, shall make application therefore upon forms prescribed by the Company. Upon approval of the application, the Company will install the service connection from the main in the street to the lot line or meter box.
- (b) Before a sewer service connection will be provided, the owner of the premises to be served, or his/her duly authorized representative, shall make application therefore upon forms prescribed by the Company. No application for sewer services to premises shall be approved until an application for water service to such premises has been approved. Upon approval of the application, the company will install the sewer service connection from the sewer collection main to the lot line of the premises to be served. The owner shall complete the sewer line connection from the lot line to the dwelling utilizing the same pipe slope as the connection from the main to the lot line, and a straight alignment as viewed in plan. Any deviation in alignment or slope will require installation of a manhole satisfactory to the Company at the point where the deviation occurs.
- (c) The Company will maintain and replace when necessary all water service connections from the main in the street to the meter box and all sewer connections from the transmission main to the lot line.
- (d) The Company will make all connections to its mains and will specify the size, kind and quality of materials entering into the service connection.
- (e) These Rates, Rules, and Regulations shall not apply to service of a temporary nature. Such services of a temporary nature shall be installed, maintained, replaced, and removed at the expense of the owner, but such installations shall be subject to approval by the Company.

IV. **Customer's Service Pipes and Fixtures for Water and Sewer Service**

- (a) The Company will specify the size, kind, and quality of the materials which shall be laid between the meter cock or lot line and the structures on the premises to be supplied.
- (b) The water and sewer service pipes from the lot line or meter cock to the structures on the premises shall be furnished and installed by the customer at his/her expense and risk in a manner and location approved by the Company.
- (c) The customer's water and sewer service pipes and all connections and fixtures attached thereto shall be subject to the inspection and approval of the Company before water will be turned on or sewer service provided.
- (d) The customer's water and sewer service pipes shall be laid at all points at least two feet below the surface of the ground and shall be installed in trenches at least two feet in a horizontal direction from any other trench within which are laid gas pipes, service pipes, or other facilities public or private, unless otherwise specifically authorized or approved by the Company. In backfilling the trench, clean soil shall be filled sufficiently to a level that assures a surface of fill that is flush with surrounding ground after initial settlement, and to a final depth of at least two feet over a service pipe.
- (e) The customer shall install a stop and waste cock of a type approved by the Company on the water service pipe immediately inside the foundation wall of the building supplied, and so located as to be easily accessible to the occupants and to provide proper drainage for

all of the pipelines in the building.

- (f) No fixture shall be attached to or any branch made in a service pipe between the meter or sewer service connection point and the street mains.

V. **Maintenance and repair of customer's water and sewer pipes, fixtures, septic tanks and drain fields**

- (a) Any repairs, maintenance, replacement, or relocation necessary on the customer's water or sewer service pipes, or fixtures in or upon the customer's premises, shall be performed by the customer at his /her expense and risk in a manner approved by the Company.
- (b) Any repairs, maintenance, replacement or relocation of private drain fields located on community property shall be performed by the customer at his/her expense and risk in a manner and location approved by the Company whether the customer or the Company determines the need for such work. After the Company has notified the customer of needed repairs, maintenance, replacement or relocation of the private drain field using community property, the customer is required to complete the directed changes in the most expeditious manner, but in no case shall such changes take more than six (6) months to complete. The Company may condition the rendering or continuance of service on proper completion of stated repairs, maintenance, replacement or relocation.
- (c) Customer is responsible for the maintenance of private drain fields on community property through regular cleaning and inspection of any private septic tank. The Company shall have access to clean and inspect privately owned septic tanks every 5 years or as needed as determined by the Company. The Company shall have the right to request removal of all landscape plants of any kind, fences, buildings or other obstructions to the septic tank as needed to perform cleaning and inspection. Removal and/or replacement of landscape plants, fences, buildings and obstructions will be at the customer's expense.
- (d) Best practice for water service line repair is replacement of the service line. In the event a repair is needed, the Company may require the owner to install new line for the entire length of the old line.

VI. **Cross-Connections and Back Siphonage**

- (a) No pipe or fixtures connected with the mains of the Company shall also be connected with pipes or fixtures supplied with water from any other source.
- (b) Piping systems supplying swimming pools or tanks shall be so arranged as to prevent water from re-entering the water distribution system by siphonage or other means. Any independent supply pipe shall be provided in such a way that its discharge end is at least eight inches above the highest possible water level in such a swimming pool or tank. The Company shall in each case inspect these installations and the Company will condition the rendering or continuance of service on approval of such installations.

VII. **Water Meter Accessibility**

- (a) Where meters are installed within the building, the customer shall provide at his/her 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 must be acceptable to the Company as most convenient for its service.

- (b) Where meters are installed outside the building, the customer shall provide to the Company free and reasonable access to the meter. This prohibits the obstruction of meter accessibility by landscape plants, fences, vehicles, or obstructions of any kind that would prevent such access to the water meter. Deliberate obstruction of the meter will result in removal of the obstacle at the owner's expense. Acceptance of water service shall be deemed owner authorization to implement this provision. Customers shall confine pets in such a way that their presence shall not interfere with meter reading.
- (c) Each premise shall be supplied through a separate meter. Meters shall not be installed on lots without a habitable dwelling. See Section I (a).
- (d) Meters will be maintained by the Company at its expense insofar as ordinary wear is concerned, but damage to any meter due to causes arising out of or caused by the customer's negligence or carelessness shall be paid for by the customer.
- (e) The customer shall promptly notify the Company of any defect in or damage to the meter or connection.

VIII. **Meter Tests and Test Fees**

- (a) All meters shall be accurately tested before installation, and, thereafter, periodically tested in accordance with the State Corporation Commissioner's Regulations. The Company may at any time remove any meter for routine tests, repairs or replacement.
- (b) The Company shall upon request of a customer, and if he/she so desires in his/her presence or that of his/her authorized representative, make without charge a test of the accuracy of the meter in use at his/her premises, provided that the meter has not been tested by the Company or by the State Corporation Commission within the period of one year prior to such request, and that the customer will agree to abide by the results of such test in the adjustment of disputed charges. A written report of the results of the test shall be furnished to the customer.
- (c) Whenever a test of a meter demonstrates it to have an average error of more than two percent (2%), for any given six (6) month period, the Company shall bill or refund to the customer, as the case may be, such percentage of the amount of bills, covering the consumption indicated by the meter for the previous six months, as the meter was found to be in error at the time of the test, unless it can be shown from the records that the error found has existed for greater or lesser period, in which case the adjustment shall cover actual period.

IX. **Customer's Deposits**

- (a) The Company may require of any customer a cash deposit or other guaranty suitable to the Company to secure the compliance by the customer with these Rates, Rules, and Regulations under which water service is supplied. The Company shall not be bound to provide service until these conditions are fulfilled, and it may terminate service if the deposit or guaranty is not given when requested.
- (b) The cash deposit or guaranty shall be in such amount as determined by the Company, but not to exceed the estimated bill for two month's usage.
- (c) Any deposit of a customer held by the Company may at the option of the Company be applied in payment of any amounts due to the Company from such customer upon

discontinuance or termination for whatever reason for the customer's services.

- (d) The balance of any deposits remaining after application against the customer's account as provided for above will be refunded to the customer upon final settlement of the customer's account. The Company will pay simple interest on any deposit at the rate authorized by the State Corporation Commission if such deposit remains with the Company for more than one year from the date the deposit is received to the date of refund or application against the customer's account whichever occurs sooner. Payment of interest shall be made annually upon written demand of the customer either directly to the customer, or by credit against the customer's next statement, at the option of the Company. If no earlier demand has been made, interest will be paid upon final settlement of the customer's account.
- (e) Whenever the Company may deem the customer's credit is satisfactorily established it may notify the customer in writing that the deposit is refundable and interest on such deposit shall cease from the date of such notice.
- (f) Deposits for residential customers will not be held beyond a one-year period during which customer has established satisfactory credit.
- (g) If the customer fails to maintain satisfactory credit with the Company, it may require a deposit from the customer, which will be held until the customer has established satisfactory credit for a period of not less than one year.

X. **Discontinuance of Water Services**

- (a) Water service may be discontinued by the Company after twenty (20) days written notice for any of the following reasons:
 - 1. For willful or indifferent waste of water due to any cause; customer usage shall be considered wasteful if quantities of water used over two or more consecutive billing periods are significantly in excess of community norms, as determined by a two thirds majority of the Board members present and voting at a duly authorized meeting.
 - 2. For failure to protect and maintain the service pipe or fixtures on the property of the customer in a condition satisfactory to the Company.
 - 3. For molesting or tampering by the customer, or others with the knowledge of the customer, with any meters, connection, service pipe, meter cock, seal, converting equipment, or any other appliance of the Company controlling or regulating the customer's water supply or sewer service.
 - 4. For failure to provide the Company's employees free and reasonable access to the premises supplied, or for obstructing the way of ingress to the meter or other appliances controlling or regulating the customer's water supply or sewer service.
 - 5. For non-payment of the total amount due as of the date payment is last demanded, including charges for product, services, late fees, interest if applicable, and any and all other fees and charges accruing under these Rates, Rules, and Regulations and the then-effective Schedule of Rates.
 - 6. For violation of any rule or regulation of the Company.
- (b) For overdue accounts, the twenty days' notice will be communicated by email, phone or postal mail on an overprinted second bill notice that clearly warns the customer of failure

to pay consequences. Discontinuance of service, if determined to be in order, will be accomplished by the Company and may include removal of the meter and service equipment, and the customer's deposit, if any, may be applied against such bill and any other arrears due from the customer.

- (c) Discontinuing the supply of water service to a premise for any reason shall not prevent the Company from pursuing any lawful remedy by action at law or otherwise for the collection of monies due from the customer.
- (d) When water 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 water service to be discontinued are corrected to the satisfaction of the Company, and upon payment of all charges due and payable by the customer in accordance with these Rates, Rules, and Regulations and the then-effective Schedule of Rates. The Company may impose a water disconnection rate of \$150. This charge, along with any arrears that may be due the Company for charges against the customer, must be paid before water service will be resumed.

XI. Service Initiation Charge

- (a) Upon the initiation of any water service to a customer, or upon the transfer of such service from one customer to another, or when such service is resumed after it has been discontinued either at the request of the customer or because of a violation of these Rates, Rules, and Regulations, including non-payment of any charge, the Company may impose a service charge of \$120 for water service. The Company may require that this charge, together with any other amounts which may be due to the Company from the customer pursuant to these Rates, Rules, and Regulations, be paid in advance before water or sewer service will be furnished.
- (b) If at the time of such discontinuance of service for non-payment of a bill, the customer does not have a deposit with the Company, the company may require a deposit as a guaranty of the payment of future bills, as set forth in Paragraph VIII, before service will be resumed.

XII. Bills for Water and Sewer Service

- (a) Customers are responsible for furnishing and updating the Company with their correct contact information, (phone number, email address and mailing address). Failure to receive bills will not be considered an excuse for non-payment 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, the Company should immediately be notified in writing by the customer of any change of address.
- (c) Only Owners of the property shall be customers of the Company and are solely responsible for payment of all bills for water and sewer service to the premises.
- (d) If requested in writing by the customer, the Company will send bills to and will receive payments from agents. However, this accommodation will in no way relieve the Owner of the non-payment of bills by such agent or tenants; However, if upon advance written customer request, the Company will provide a customer a duplicate copy of any delinquency notice communicated to the agent or tenant.

- (e) The Company reserves the right to correct any bills in error as to the service supplied or amounts due.
- (f) Each "premises" as defined in Paragraph I shall be billed separately for service.
- (g) If the water meter should fail to register for any reason an estimated bill will be submitted. In the case of water meter inaccessibility per Section VII, such bills shall be based on twice the consumption of the previous correct billing period. In the case of meter error, or inability to obtain a meter reading through no fault of the customer, such bills shall be based on an average of the consumption shown by three (3) previous consecutive billing periods, or, in the case of a new customer, where previous consumption cannot be so used for computing average consumption, reasonable estimated consumption shall be utilized.
- (h) Bills will be rendered by the Company on a bi-monthly basis.

XIII. **Terms of Payment**

Any amounts due from a customer shall be due and payable when a bill therefore is rendered and will be considered delinquent if not paid within the payment period indicated on the bill. Interest at the rate of one and one-half percent (1.5%) per month on any customer charges not paid before the account becomes delinquent may be assessed by the Company. Bills will clearly indicate the date on which payment must be received to avoid late payment charges. In no case shall payment for current service be considered overdue if received by the Company's operating contractor within thirty (30) days of the mailing date of the bill.

XIV. **Abatement and Refunds**

- a) No abatement shall be made for leaks or for water wasted by improper or damaged service pipes or fixtures belonging to the customer under circumstances where the customer knew or should have known of the problem; except, however, in the case of an underground leak or accidental occurrence that could not reasonably have been predicted or prevented. An abatement of the water usage charges may be given for such underground leak or other accidental occurrence if the water usage in the billing period at issue is at least 140% of the average usage incurred in the previous (3) consecutive bills, and the total water usage in the billing period exceeds 21,000 gallons. Such abatement shall only be given in cases where the customer promptly and properly remedies the cause of the leak or accidental occurrence when detected, as determined by the Company.
- b) The charge for excessive water usage qualifying for abatement, according to subsection (a) above, will be calculated as follows: the customer will be billed at the prevailing rates for the portion of the water usage equal to the average of the three previous consecutive bills according to the rate schedule shown on page 1 under "Water Usage Fee". The abatement rate will apply to all usage above the "average". The abatement water rate shall correspond to the lowest unit rate shown on page 1 under "Water Usage Fee"; except, however, during times of extreme drought or other circumstances when external water purchases are necessary to meet customer needs. During such times, the abatement rate shall correspond to the price paid for commercially purchased water during the billing period at issue. In making abatement determinations under this Section, the Board may consider all factors such as, but not limited to, past water usage and prior requests for abatement. The total amount due on an abated bill shall not exceed ten times a customer's usual bi-monthly billing charge.
- c) Sewer charges shall not be assessed on total water usage when excess usage is occasioned by an underground leak, a ruptured pipe, or accidental occurrence that could not reasonably have been predicted or prevented, and the excess usage cannot and does not enter the sewer system.

To qualify for this relief, the customer must demonstrate that the leak or accidental occurrence was promptly and responsibly addressed. Sewer charges in such situations will be computed as the average charge determined from the three previous billing periods.

- d) At the discretion of the Board, and in response to a written customer request resulting from extraordinary charges, the customer may be allowed to enter into a contract with the Company for extended payments. Such an arrangement will be subject to such conditions as may be prescribed by the Board. In no event shall such a payment plan extend beyond 12 months following receipt of the extraordinarily large bill. In the event of the sale of the premises, the entire outstanding balance shall become due and payable not later than the transaction closing date. In addressing a customer request for consideration, the Board shall be specific in determining whether late payment fees and interest are to be applied to the balance.

XV. **Pressure and Continuity of Supply**

- (a) The Company does not guarantee a sufficient or uniform pressure, or an uninterrupted supply of water. Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured.
- (b) In high level sections where pressure is low the customer shall, if he/she desires higher pressure than furnished at the mains of the Company, install at his/her own expense a tank and/or booster pump, of a type and installation approved by the Company.
- (c) Where the pressure to a customer's premises is greater than he/she wishes, it shall be his/her responsibility to install the proper regulating device to reduce the pressure to the extent desired.

XVI. **Interruptions in Water Supplies**

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

XVII. **General**

- (a) The service pipe, meters, and fixtures on the customer's premises shall be accessible to the Company for observation or inspection at reasonable hours.
- (b) The Company shall have the right to require easements from customers for the installation of meters, sewer service connections and electrical connections, and the Company may condition the rendering or continuance of service on proper granting of such easements as the Company may reasonably request.

- (c) Customers may turn water off at the street valve in an emergency, or as a precaution during a period of extended absence, however no person shall disconnect or remove any meter or disturb any connection pipe or service line or restore service that has been terminated by the Company for any reason. Penalties provided by law for such unauthorized action will be strictly enforced.
- (d) Employees or agents of the company 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 and the then-effective Schedule of Rates.
- (e) No employee or agent of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or intent of these Rates, Rules, and Regulations.
- (f) Any complaint regarding the service of the Company should be made to the operating contractor, or if it involves said contractor or its representatives, or the employees of the Company to the President of the Company, and preferably in writing.

XVIII. **Extension of Mains**

The Company will extend its water distribution system, and where technically feasible, its sewer service system to supply customers, and where application for service has been made, under the following terms and conditions:

- (a) Where the cost of the extension does not exceed three and one-half (3 ½) times the estimated gross annual revenue from bona fide applicants whose service pipes will be directly connected to the extension and from whom the Company has received applications for service upon forms provided by the Company for this purpose, the Company will install, at its own cost and expense, the necessary extension.
- (b) Where the cost of making an extension exceeds three and one-half (3 ½) times the estimated normal annual revenue, the Company in its discretion may require that the applicant or applicants deposit with it the excess cost of the extension, that is, the difference between the estimated cost of the extension and three and one-half (3 ½) times the estimated normal annual revenue from the applicant or applicants and other persons whose applications are received on or before the work of making the extension has begun.
- (c) Any deposit so made shall remain without interest, in the possession of the Company, subject to the funds as follows: After the completion of the extension when and as additional bona fide consumers are secured whose service lines are directly connected to such extension, the company will refund to the original depositor or depositors an amount equal to three and one-half (3 ½) times the estimated annual normal revenue from such additional consumers. Refunds will be made for a period of ten years only from the date of the original deposit, and the total of such refunds will in no event exceed the amount of the original deposit.
- (d) The ownership of the extensions installed under this rule shall at all times be in the Company, its successors and assigns.
- (e) Where the main or extension is to be installed in a private street, the owner thereof, shall provide, free of cost to the Company, an easement and a free, unobstructed and uninterrupted right-of-way for the installation, maintenance, and extension of the main in such private street, and shall, if requested by the Company, place on public record a facsimile plat showing the location on such street.
- (f) The Company reserves the right to determine the size of the pipe necessary in making

such extension.

- (g) Notwithstanding the foregoing, the Company will not be required to extend sewer service to parcels of property in its service area two acres or larger in size, or so located and configured as to require extraordinary effort or major reconstruction of existing systems to maintain gravity flow at acceptable rates.