

TOWN OF KILLINGTON
ORDINANCE REGARDING
SEWAGE SYSTEM CONNECTION FEES ON ANTHONY WAY

Pursuant to the authority of 24 V.S.A., Chapters 97 and 101, and such other statutes as may be applicable, the Board of Selectmen of the Town of Killington, acting as a Board of Sewage Disposal Commissioners, and in its capacity as a Selectboard, as applicable, does hereby adopt the following Ordinance regarding connections to the Anthony Way Sewage System:

SECTION I - DEFINITIONS

As used herein, the following terms shall have the following meanings:

(a) Alpine Pipeline Agreement. An agreement required by the Alpine Pipeline Company of an Owner, executed by the Owner and the Alpine Pipeline Company, as a condition precedent to the Owner's Connection of a Building on such Owner's Property to the Public Sewer and/or Discharge to the Public Sewer from the Owner's Property.

(b) Board of Sewage Disposal Commissioners, or Board. The Town Selectboard acting as the Town's Selectboard and as a Board of Sewage Disposal Commissioners under 24 V.S.A. Sections 3506 and 3614, as applicable.

(c) Capacity. The number of people a building is designed to accommodate for its proposed use.

(d) Community Center. A public or private meeting hall, place of assembly, museum, art gallery, library, and uses of a similar nature.

(e) Connection of a Building to the Public Sewer. Includes a direct connection to the Public Sewer, and an indirect connection to a private line or lines discharging to the Public Sewer.

(f) Cost of Construction of the Sewage System. The design of the Sewage System, its construction, the acquisition of land, easements, rights, personal property and equipment necessary or incidental thereto, debt service charges, and all other direct and indirect costs and charges necessary or incidental to the acquisition and construction of such Sewage System.

(g) Craft Shop. A building or portion thereof where hand crafted articles are produced and/or sold.

(h) Debt Instrument. The Town's debt instrument signed or to be signed, being an agreement between the Town of Killington and Kenneth G. Crompton, III and Britt E. Crompton entitled "Anthony Way Sewer Line Construction Agreement", to pay the Cost of Construction of the Sewage System.

(i) Discharge to the Public Sewer. Includes a discharge directly to the Public Sewer, and an indirect discharge to a private line or lines discharging to the Public Sewer.

(j) Dwelling Unit. A building or portion thereof used by one family and providing housekeeping facilities for the family.

(k) Equivalent Residential Unit (ERU). A discharge to the Public Sewer of an amount of sewage equivalent to the amount generated by a three bedroom single family dwelling in a 24 hour period based on the gallons/person/day specified for such a use in Schedule A. Provided, however, that if the number of units purchased by an Owner pursuant to the Owner's Alpine Pipeline Agreement as of the effective date thereof (without regard to any subsequent modifications) differs from the number of ERU's calculated under Schedule A, then the number of ERU's of an Owner shall be deemed to be equal to the number of units purchased by the Owner under the Owner's Alpine Pipeline Agreement.

(l) Family. One or more persons living together in the same dwelling unit and sharing the same kitchen and other facilities as a single housekeeping unit.

(m) Hotel, Motel, Lodge. A building or portion thereof used, advertised, or held out to the public to provide overnight accommodations to the public for compensation, by the renting of rooms or bed or beds within a room or rooms.

(n) Multiple Family Dwelling. A building or portion thereof containing two or more dwelling units, including but not limited to, apartments and condominiums.

(o) Owner. An Owner of record of property in the Town, or of any interest therein, (other than a mortgagee or lien holder), and such Owner's successors in title, but excluding an "Owner" as that term is defined in Section I(o) of the Special Assessment. However, with respect to any Equivalent Residential Units discharged to the Public Sewer by an Owner as defined in such Special Assessment, in excess of those such Owner is permitted to discharge by such Special Assessment, such Owner shall be deemed an Owner under this Ordinance.

(p) Owner's Property. A parcel of an Owner located within the Town.

(q) Person. An individual, corporation, partnership, or any other incorporated or unincorporated entity.

(r) Public Assembly Use. Auditorium, theater, public hall, school hall, meeting hall, church or temple.

(s) Public Sewer. The municipal sewer line of the Sewage System.

(t) Retail Store. A building or portion thereof used for the sale of goods or services to the general public.

(u) Route 4/Killington Road Sewage System. A Town of Killington sewage system to which the Sewage System is connected. Separate Town approval under other Town ordinances to connect to the Route 4/Killington Road Sewage System is a condition precedent to the Owner's Connection of a Building on such Owner's Property to the Public Sewer and/or Discharge to the Public Sewer from the Owner's Property.

(v) School. A building or portion thereof used as a daycare center, or for the teaching of students.

(w) Sewage System. A municipal sewer line or lines of the Town along or in the Anthony Way right of way, including associated sewer mains over Town easements on lands of others, and all associated manholes, pump stations, wires, and other related facilities.

(x) Single Family Dwelling. A building containing only one dwelling unit.

(y) Special Assessment. "An Ordinance to Levy a Special Assessment to Finance the Town of Killington Sewage System on Anthony Way" adopted on the same date as this Ordinance.

(z) Town. Town of Killington.

(aa) Used. Includes and shall be considered as followed by "or intended, arranged, or designed to be used."

(bb) Year. The year April 1 - March 31; "annual" shall refer to such year.

SECTION II - DISCHARGE OF EQUIVALENT RESIDENTIAL UNITS

1. Method of Establishing Number of ERU's Discharged.

The amount of sewage discharged in any 24 hour period from buildings on the Owner's Property to the Public Sewer shall be measured in Equivalent Residential Units. The number of Equivalent Residential Units discharged from a building in any 24 hour period shall conclusively be presumed to be that number as calculated in accordance with Schedule A, which is attached and incorporated by reference, depending upon the purpose for which the building is used, and notwithstanding that actual flows may be less. If different portions of a building are used for different purposes, the ERU's discharged from each portion of the building shall be separately calculated, depending on the purpose for which such portion is used, and the total ERU's from all portions combined shall determine the building's total ERU discharge. In the event a building use not specified in Schedule A is proposed, or there is a dispute as to the number of ERU's discharged from a building, the Board upon notice and hearing shall determine such building's ERU discharge.

2. Discharge Limitations.

An Owner shall not:

- (a) Connect or permit the connection of a building to the Public Sewer unless that part of the connection fees described in Section III (1) is first paid.
- (b) Extend, enlarge, change the use of, or increase the capacity of a building if the amount of sewage discharged to the Public Sewer would exceed the discharge (expressed in ERU's) upon which the connection fees required by Section III was calculated, without first paying the connection fees specified in Section III for such additional Equivalent Residential Units.
- (c) Connect or permit the Connection of any Building not on the Owner's Property to the Public Sewer.
- (d) Connect or permit the Connection of any Building on the Owner's Property to the Public Sewer until the Owner has furnished to the Town an Alpine Pipeline Agreement and an approval to connect to the Town Route 4/Killington Road Sewage System, nor Discharge or permit a Discharge to the Public Sewer (I) unless an Alpine Pipeline Agreement and an approval to connect to the Town Route 4/Killington Road Sewage System relating to such Discharge are in effect or (ii) during any period of default under such Agreement beyond any applicable grace period.

(e) The Town shall not be liable to any Owner for damages or losses any Owner sustains if the Owner is unable to Discharge to the Public Sewer due to such Owner's default in the performance of any agreement between such Owner and the Alpine Pipeline Company. Each Owner shall defend, indemnify, and hold the Town harmless for any damages, losses, liabilities, cost, and expenses (including reasonable attorneys fees) the Town sustains or incurs as a result of any such default.

SECTION III - CONNECTION FEE

An Owner connecting a building to the Public Sewer shall pay a connection fee, a portion of which shall be paid upon approval of the connection by the Board and the remainder of which shall be paid before connection, as hereafter set forth. The sum of all such "portions" shall be the Connection Fee under this Section.

1. Portion of Connection Fee to be Paid Upon Approval of the Connection.

This portion representing \$1,000.00 per ERU shall be paid within fifteen days of notice of approval of the Connection of a Building to the Public Sewer. In the event such amount is not paid within that period of time, the approval shall be null and void. Such amount shall be non-refundable in the event such approval becomes null and void for failure to connect to the building within the time set forth in Section III (3). Payment based on fractional ERU's shall not be permitted.

2. Portion of Connection Fee to be Paid Before Connection.

This portion representing \$9,000.00 per ERU plus One Percent (1%) per month or portion thereof from the date this Ordinance was adopted to ten (10) days before the date of Connection of a Building to the Public Sewer shall be paid before the Building is connected to the Public Sewer.

3. Duration of Connection Approval.

Upon approval of the Connection of a Building to the Public Sewer, such building's connection shall be made within 12 months of the issuance of the approval if as of the approval date the building is in existence or under construction, and within 36 months of the issuance of the approval if as of the approval date the building is not in existence or under construction. If the connection is not made or all the approved ERU's for connection are not discharged within the applicable time period, then the approval as to that building or as to the unused ERU's shall be null and void, and such connection shall be subject to reapplication under the terms and conditions set forth in this Ordinance unless the approval is extended by the Board as provided herein.

If an Owner of a property who has an approval to connect a building to the Public Sewer under this Ordinance has also consented to and is being assessed for ERU's as to such property under the Special Assessment, such building shall not be deemed "connected to the Public Sewer" until such time as buildings on such property are connected to the Public Sewer and discharging ERU's at least equal to the number specified in such Owner's Consent to Special Assessment. This section shall be interpreted so that all of the ERU's discharged from a property are attributed to the number specified in the Owner's Consent to Special Assessment before such Owner is entitled to connect a building to the Public Sewer under the terms of this Ordinance.

An approval may be extended for an additional 12 months from expiration of the original 12 or 36 month period, if:

- (a) application is made for an extension before expiration of the original 12 or 36 month period, accompanied by an additional \$1,000 per ERU to be discharged; and
- (b) the Board, in its sole discretion, finds that the project has been diligently worked on throughout the approval period, and, that there is a reasonable expectation of completion within the extension period, and, that the project requires retention of the ERU's as an integral part of the ongoing project and their loss would jeopardize the viability of the project, and, that an extension will not prohibit the use of the ERU's for other connections which are to eliminate a potential health hazard or for other priority use.
- (c) the Board, in its sole discretion, finds that the connection is dependent on securing easements over lands of other parties, or permission to connect to sewer lines of these parties, and the applicant has been unable, for reasons beyond his control, to obtain such easements or permissions.
- (d) such additional \$1,000 per ERU shall be returned to the applicant if the application for an extension is denied.

If an original approval is extended, and the connection is not made or the approved ERU's for connection are not used within the extension period, the approval as to that building or those unused ERU's shall be null and void and such connection shall be subject to reapplication under the terms of this Ordinance. The original \$1,000 per ERU and additional \$1,000 per ERU shall both be non-refundable.

4. Change of Use of a Building.

An Owner shall not extend, enlarge, change the use of, or increase the capacity of a building if the amount of sewage to be discharged to the Public Sewer (expressed in ERU's) would exceed the number upon which the connection fee paid above was calculated, without first paying the connection fee specified above as if such additional ERU's were part of a new connection.

5. Use of Connection Fees.

Any amounts received in any Year by the Town under this Section, or from sources which are not Owner Assessments under the Special Assessment may in the sole discretion of the Board be held, invested and reinvested by the Town in a special Reserve Fund, to be used at such time or times as the Board in its sole discretion deems necessary or advisable to repair, replace, reconstruct, extend, add capacity to, improve the capability of, or otherwise improve the Sewage System, or for other purposes mentioned in the Special Assessment.

SECTION IV - LIEN STATUS OF CONNECTION FEES

The Owner of any tenement, house, building, or lot shall be liable for the Connection Fee charges specified in Section III above. Such Connection Fees, collection fees and interest thereon, shall constitute a lien upon the Owner's Property in the same manner and to the same extent as taxes assessed on the grand list of a municipality, and all procedures and remedies for the collection of taxes shall apply to such Connection Fees, collection fees and interest.

**SECTION V - APPLICABILITY OF OTHER LAWS
AND REGULATIONS**

Any discharge to the Public Sewer or Sewage System referred to herein by the Owner shall be subject to all applicable federal, state, and municipal laws, and lawful ordinances and regulations, now or hereafter enacted, and applicable Sewage System permits and approvals.

SECTION VI - DISPUTED ISSUES

The Board shall decide any dispute arising as to any issue herein after notice and hearing.

SECTION VII - NOTICES

All notices and billings shall be deemed delivered by the Town when deposited in the United States Mail, first class, postage prepaid.

SECTION VIII - SEVERANCE CLAUSE

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof.

SECTION IX - SCHEDULE A

Nothing contained in this Schedule A shall be deemed to alter the prohibition in this Ordinance against purchase and payment of fractional ERU's.

FLOW QUANTITIES

<u>ESTABLISHMENT</u>	<u>GALLONS/PERSON/DAY</u> (unless otherwise noted)
Assembly Areas, Conference Room.	5
Airports (per passenger).	5
Bathhouses and Swimming Pools	5
Bowling Alley (no food service)(per lane).	75
Camps:	
Campground with central comfort stations (4 people/site)(per site).	100
With flush toilets, no showers (4 people/site)(per site) .	75
Construction camps (semi-permanent)	50
Day camps (no meals served)	15
Resort Camps (night & day) with limited plumbing .	50
Cafeterias (per seat).	50
Churches:	
Sanctuary seating x 25%	5
Church suppers	8
Cottages	50
Country Clubs (per resident member)	100
Country Clubs (per non-resident member present)	25
Day Care Centers:	
Without meals:	15
With one meal:	20
With two meals:	25
Dentists:	
Staff Member	35
Per Chair	200
Doctor's Office:	
Staff Member	35
Patient	10

ESTABLISHMENTGALLONS/PERSON/DAY
(unless otherwise noted)

Dwellings:	
Staff Member	75
Boarding Houses	50
Addition for non-resident boarders	10
Multiple Dwellings (condominiums, townhouses, clustered housing) (minimum 2 people/bedroom)	75
Rooming Houses (per occupant bed space)	40
Single Family Dwellings (per bedroom)	150
Factories (gallons per person, per shift, exclusive of industrial waste)	15
Gyms:	
Participant	10
Spectator	3
Hairdressers:	
Operator	10
Per Chair	150
Hospitals (per bed space)	250
Hotels with Private Baths (per person sleeping space).	50
Institutions other than hospitals (per bed)	125
Laundries, self-service (gallons per machine)	500
Mobile Home Parks:	
For disposal systems serving 4 or fewer trailers (per space)	450
For disposal systems serving 5 or more trailers (per space)	250
Motels with bath, toilet* (per person sleeping space)	50
Picnic Parks (toilet wastes only/picnicker)	5
Restaurants (toilet and kitchen wastes/seat, including restaurant and bar seats	30
Additional per seat for restaurant serving 3 meals per day	15
Restaurants (fast food - see cafeterias	
Schools:	
Boarding	100
Day, without gyms, cafeterias, or showers	15
Day, with gyms, cafeterias, and showers	25
Day, with cafeteria, but without gyms or showers	20
Service Stations (first set of gas pumps)	500
(each set thereafter)	300
Sewer Line Infiltration (where applicable) 300 gal/in pipe/dia/mile/day	

<u>ESTABLISHMENT</u>	<u>GALLONS/PERSON/DAY</u> (unless otherwise noted)
**Shopping Centers/Stores:	
Large Dry Goods	5 GPD/100 ft ²
Large Supermarkets with meat department without garbage grinder	7.5 GPD/100 ft ²
Large Supermarket with meat department with garbage grinder	11 GPD/100 ft ²
Small Dry Good Stores (in shopping centers)	100 GPD/store
Subdivision per lot (or 150 per bedroom, whichever is greater	450
Theaters:	
Movie (per auditorium seat)	5
Drive-in (per car space)	5
Travel Trailer Parks without individual water & sewer hookups	
Comfort Station (per trailer space)	90
Dumping Station (per trailer space)	35
Travel Trailer Parks with individual water & sewer hookups (per trailer space)	
	125
Veterinary Clinic (3 or less doctors):	
without animal boarding	750/clinic
with animal boarding	1,500/clinic
Workers:	
Construction (at semi-permanent camps)	50
Day at schools and offices (per shift)	15

Adopted this 24th day of MARCH, 2008

Town of Killington
Board of Selectmen