

BOARD OF DIRECTORS' MEETING

June 15, 2023

9:00 A.M.

AGENDA

This meeting is being held pursuant to and in compliance with Va. Code Section 2.2-3708(3). The ACSA Board of Directors is responsible for receiving public comment. The opportunities for the public to access and participate in the electronic meeting are as follows: Join the meeting virtually through Zoom by visiting our website at www.serviceauthority.org; call in and leave a message prior to the meeting at (434) 977-4511, or email the Board prior to the meeting at board@serviceauthority.org.

9:00 a.m.	1. Call to Order and Establish a Quorum –Statement of the Board Chair
9:05 a.m.	2. Service Recognitions – Nathan Moore (ACSA Board Member); Jill Zimmerman – Retirement
9:15 a.m.	3. Approve Minutes of May 18, 2023
9:20 a.m.	4. Matters from the Public
9:30 a.m.	5. Response to Public Comment
9:40 a.m.	6. Consent Agenda
	a. Monthly Financial Reports
	b. Monthly Capital Improvement Program (CIP) Report
	c. CIP Authorizations
	d. CIP Close-Outs
	e. Monthly Maintenance Update
	f. Rivanna Water and Sewer Authority (RWSA) Monthly Update
	g. ACSA Board Policy Future Issues Agenda 2023
	h. Advanced Metering Infrastructure (AMI) Project Update
	i. Drinking Water and Wastewater Professionals Appreciation Day
10:00 a.m.	7. Public Hearing for Comments on Proposed FY 2024 Budget and Rates
10:15 a.m.	8. Adoption of Proposed FY 2023 Budget, CIP, and Rates, which rates are reflected in the Proposed Amendments to Appendix B to the ACSA Rules and Regulations
10:20 a.m.	9. Adoption of other Proposed Amendments to ACSA Rules and Regulations
10:35 a.m.	10. Amendments to Personnel Management Plan (PMP) – Redline Edits
10:50 a.m.	11. Items Not on the Agenda
	12. Adjourn



ALBEMARLE COUNTY SERVICE AUTHORITY

STATEMENT OF CHAIR TO OPEN JUNE 15, 2023 MEETING

This meeting today is being held pursuant to and in compliance with Va. Code Section 2.2-3708.3.

The opportunities for the public to access and participate in the electronic meeting are posted on the ACSA's website. Participation will include the opportunity to comment on those matters for which comments from the public will be received.

R E S O L U T I O N

WHEREAS Nathan Moore served on the Board of Directors of the Albemarle County Service Authority (ACSA) from April 2020 through June 2023, as a representative for all customers but specifically for those customers in the Rio District of Albemarle County, Virginia; and

WHEREAS he contributed support and guidance to the staff and Board leadership of the ACSA; and

WHEREAS, during his term on the Board of Directors, many significant events and accomplishments were marked by the ACSA, with the help of his invaluable knowledge and passion for the orderly development and growth of Albemarle County,

Now therefore, be it resolved by the Board of Directors of the Albemarle County Service Authority that Mr. Nathan Moore is commended for his dedication, leadership, and commitment to the Board, the staff, and the customers of the Albemarle County Service Authority.

I, Gary B. O'Connell, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Directors of the Albemarle County Service Authority in a regularly scheduled meeting on June 15, 2023, by a roll-call vote of __to__.

Gary B. O'Connell, Secretary-Treasurer

R E S O L U T I O N

***WHEREAS Jill Zimmerman was employed by the
Albemarle County Service Authority on
May 3, 1999; and***

***WHEREAS Jill has served the Albemarle County
Service Authority for a total of***

24 Y E A R S; and

***WHEREAS she began her career with the ACSA as an
Engineering Technician, and was subsequently
promoted to the position of Modeling Engineer, which
she held until her retirement; and***

***WHEREAS her invaluable work in hydraulic modeling, in
coordination with the City of Charlottesville and RWSA, has
contributed to the reliability of the public water and sewer
systems in Albemarle County; and***

***WHEREAS her leadership and dedication in an array of
areas such as confined space, have considerably advanced
the ACSA's engineering efforts and ensured adherence to
industry standards; and***

***WHEREAS the Board of Directors of this Authority
believes that such recognition should be publicly made;***

***NOW, THEREFORE, BE IT RESOLVED that the
Board of Directors of the Albemarle County
Service Authority expresses its sincere gratitude to
Jill Zimmerman
for her service to the customers of
Albemarle County Service Authority.***

******* I**
***hereby certify the foregoing to be a true and exact copy of a
resolution adopted by the Board of Directors of the Albemarle County
Service Authority in a regularly scheduled meeting held June 15, 2023
by a vote of __ to __.***

Gary B. O'Connell, Secretary-Treasurer

Albemarle County Service Authority Board of Directors

1 The Board of Directors of the Albemarle County Service Authority
2 (ACSA) met in a regular session on May 18, 2023, at 9:00 a.m. at the
3 Administration and Operations Center at 168 Spotnap Road in
4 Charlottesville, Virginia.

5 **Members Present:** Mr. Richard Armstrong, Chair; Mr. Nathan Moore; Dr.
6 Lizbeth Palmer; Mr. John Parcels (remote participation); Mr. Clarence
7 Roberts; Mr. Charles Tolbert, Vice-Chair.

8 **Members Absent:** None.

9 **Staff Present:** Mike Derdeyn, Brendan Ganz, Terri Knight, Jeremy Lynn,
10 Quin Lunsford, Gary O'Connell, Emily Roach (remote participation), Debbie
11 Herr, April Walker, Michael Lynn

12 **Staff Absent:** Danielle Trent.

13 **Public Present:** None.
14

15 1. **Call to Order and Establish a Quorum – Statement of Board Chair**

16 Mr. Armstrong called the meeting to order, and a quorum was
17 established. He then read the opening Board Chair statement (Attached as
18 Page ____). He stated that John Parcels, Board member, would be
19 participating remotely in today's meeting. Mr. Parcels stated that he was
20 joining the meeting virtually, due to a personal family matter. Mr. Armstrong
21 noted that this would be Mr. Parcels' first time joining remotely this
22 calendar year. He noted that Mr. Parcels did contact him in advance of the
23 meeting to notify him of his plan to participate remotely. Mr. Armstrong then
24 asked the Board to vote on approving his remote participation.

25 ***Mr. Moore moved to approve Mr. Parcels' remote participation***
26 ***in the May 18, 2023, ACSA Board of Directors meeting, seconded by***
27 ***Dr. Palmer. All members voted aye.***
28

29 2. **Recognitions – Debbie Grady – 45 Years of Service; William**
30 **Defibaugh – 25 Years of Service**

Albemarle County Service Authority Board of Directors

1 Mr. Armstrong stated that since Debbie Grady is not present at the
2 meeting, the Board would recognize her in a future meeting, along with her
3 recognition for retirement.

4 Mr. Armstrong stated that the second recognition is for William
5 “Billy” Defibaugh, for 25 years of service. He stated that Mike Lynn,
6 Director of Operations, would share a few words. Mr. Lynn stated that Billy
7 has been with the ACSA since May of 1998. He stated that Billy joined the
8 ACSA family as an Electrician/Pump Technician, and his primary duties
9 were to perform preventative maintenance and repairs on all the water and
10 sewer pump stations. He mentioned that Billy was also responsible for the
11 ACSA water tanks accessibility and maintenance. He noted that in July
12 2008, Billy was promoted to his current position as Facilities Supervisor. He
13 stated that in this position, his responsibilities include, but are not limited to,
14 ensuring that all pump stations and water tanks are properly maintained.
15 He stated that Billy supervises a staff of four employees that perform tasks
16 like preventative maintenance. He added that Billy also supervises a staff
17 of two that are responsible for building maintenance and repairs.

18 Mr. Lynn stated that Mr. Defibaugh takes a lot of pride in his work,
19 which is evident in the condition, inside and outside, and the curb appeal of
20 the ACSA Operations Center. He stated that when Billy began working at
21 the ACSA, the pump stations were rudimentary in their operations but over
22 the years, Billy has advanced in his knowledge and skills as the technology
23 has advanced. He noted that the pump stations now have SCADA systems
24 and are a lot more technical in their operation. He stated that Billy cares
25 about his staff and is willing to put for the effort to mentor them and help
26 them to succeed. He stated that Billy is willing to step in and “get dirty,” as
27 needed, and his expectations of himself have made his job a lot easier. He
28 noted that Billy has always stepped-up during times of emergency and has
29 always been someone he could count on. He added that he has a lot of
30 admiration and appreciation for what Mr. Defibaugh has done for the
31 Maintenance department and the ACSA in general.

May 18, 2023

Page 2

Albemarle County Service Authority Board of Directors

1 Mr. Armstrong stated that there is a recognition resolution for both
2 Debbie Grady and William Defibaugh and asked the Board to vote on those
3 resolutions. He stated that he would read the resolution for William
4 Defibaugh (Attached as Page_____)

5 ***Dr. Palmer moved to approve the recognition resolutions as***
6 ***presented to the Board; seconded by Mr. Tolbert. All members voted***
7 ***aye.***

8
9 3. Approve Minutes of April 20, 2023

10 Mr. Parcels stated that he did not have any corrections, but he did
11 have a couple of questions. He stated that on page 17, there was a
12 discussion about the Avon Street property and there was a remark made
13 about the water tank belonging to the RWSA, but he assumed that it
14 belonged to the ACSA. He asked if it is an RWSA water tank, who
15 manages the security and how is that paid for. Mr. O'Connell replied that
16 there is an agreement with RWSA for that space, which has its own
17 security fence. He stated that as part of the expansion plan, the ACSA is
18 preserving a site that could be a second tank site in the long-term future.
19 He mentioned that RWSA oversees the tank maintenance, such as
20 painting and cleaning, and the security as well. He added that the tank will
21 be inside yet another fence once the ACSA finishes its project, as that
22 whole area will be fenced in, and there will be security cameras as well.

23 Mr. Parcels asked, since the ACSA will have its own security, if
24 there will be a security overlap. Mr. O'Connell replied that he was not sure,
25 as they have not gotten that far into the design of the project. He stated
26 that it will be more secure, as there will be another layer of fencing,
27 cameras, and access control. He added that RWSA also has SCADA on
28 their tanks, which will monitor tank levels and any type of intrusion into the
29 site.

30 Mr. Parcels stated that his second question was regarding the
31 discussion on page 18 about the easements in Scottsville. He stated that

Albemarle County Service Authority Board of Directors

1 none of them have been acquired yet, and there is no budget for it, but it
2 states that there will be effort made in FY 2024 to acquire them. He asked
3 how that will be done if there is no money allocated in the budget to acquire
4 them, and how that will end up in the budget. Jeremy Lynn replied that
5 there is money already in the budget from previous fiscal years that will
6 cover the easement acquisition efforts. He noted that the Board has
7 already authorized the plat preparation.

8 Mr. Parcels stated that his third question was regarding the
9 Ragged Mountain Phase 1 Water Main Replacement. He noted that VDOT
10 has decided not to do the bridge work, and asked if the ACSA was working
11 with the design group to figure out an alternate path. Mr. Lynn replied yes,
12 that was correct. He stated that the staff met with the consultant last week
13 and identified a few alternatives. He mentioned that there would likely be a
14 proposal before the Board next month to prepare a technical memorandum
15 that will look at some alternatives and their costs, as well as weigh out the
16 pros and cons of each.

17 Dr. Palmer stated that in the last meeting, she asked if the
18 American Rescue Plan Act (ARPA) funding would be used for the
19 Northfields sewer project. She stated that Mr. O'Connell noted there was
20 some funding put aside to assist people who want to connect to public
21 sewer, albeit not for this specific project. She asked, however, how that
22 funding would be used and how ACSA customers can access the funding.
23 Mr. Lynn replied that there is a Septic to Sewer Program. He stated that the
24 ACSA has been asked to identify parcels within its service area that have
25 readily available access. He noted that these are the customers the County
26 was attempting to engage in the program, not those areas like Buckingham
27 Circle or Northfields where sewer needs to be extended before it is
28 available.

29 Dr. Palmer asked how much money was set aside for the program.
30 Mr. Lunsford replied that \$1 million was dedicated to the program. Dr.
31 Palmer asked if the homeowners needed to meet certain financial criteria

Albemarle County Service Authority Board of Directors

1 or be in need, to participate in the program. Mr. Lunsford replied that the
2 program will be run through the County, so he does not know the answer to
3 that question. Mr. O'Connell added that it is the County's program. He
4 noted that the ACSA will assist once they decide who can participate, and
5 the funding is approved for those participants.

6 ***Mr. Tolbert moved to approve the minutes as amended,***
7 ***seconded by Dr. Palmer. All members voted aye.***

8
9 4. Matters from the Public

10 There were no matters from the public.

11
12 5. Response to Public Comment

13 There was no response to public comment.

14
15 6. Consent Agenda

16 ***a. Monthly Financial Reports –***

17 ***b. Monthly CIP –*** Mr. Parcels stated that the Broadway Street Water
18 Main Replacement project summary comments about ductile iron pipe
19 from the 1970s. He asked what the life expectancy is of ductile iron,
20 since that is now the material that the ACSA is using for all its water
21 replacement projects. He further asked what would be the life
22 expectancy of the ductile iron that is now being put in, before it must be
23 replaced. Jeremy Lynn replied that the life expectancy is 75-100 years.
24 Mr. Lynn stated that the issue with Broadway, is that there has been
25 some very corrosive soil identified in that area, which is causing an
26 issue with the ductile iron pipe. Mr. Parcels asked if there is any type
27 of soil treatment that can prevent corrosion. Mr. Lynn replied that
28 currently, are two ways of protecting the pipe. He stated that the first is
29 a zinc coating applied by the pipe manufacturer, and the second is a
30 product called V-Bio. He explained that V-Bio is a wrap placed around
31 the pipe as it goes into the trench. He noted that both products are

Albemarle County Service Authority Board of Directors

recommended by the Ductile Iron Pipe Research Association (DIPRA) to handle corrosive soil.

c. *Monthly Maintenance Update* – Mr. Parcels stated that, according to the memo, there are still 30-35% of installed ACSA water system valves that were installed before 2007. He asked how many valves this is, and, although they may not be able to predict a failure rate if the staff foresees having to create a project to deal with the issue. Jeremy Lynn replied that about 1,400 valves in the ACSA's system were identified as being installed prior to 2007 and fall within a high corrosive soil area. He mentioned that there are four concentrated areas where the ACSA will have some inspections and excavation to determine if the valves are progressing towards failure. He noted that there are three other concentrated areas that are already in the CIP program for pipe replacement.

d. *Rivanna Water and Sewer Authority (RWSA) Update* –

e. *ACSA Board Policy Future Issues Agenda 2023* –

f. *Advanced Metering Infrastructure (AMI) Project Update* –

g. *Annual Water Quality Report – CCRs* – Mr. Parcels asked why the Red Hill Annual Drinking Water Report includes test results for volatile organic compounds (VOCs), but the other reports do not. Mr. O'Connell replied that the original water service for that area were wells that became contaminated by a gas station upstream. He stated that a new well was drilled, but there is still testing to ensure there is not any contamination. He mentioned that the system serves 12 customers, a school, and several residential customers. He stated that RWSA manages the treatment for that area and there have been some upgrades, including granular activated carbon.

Dr. Palmer asked about the GAC system. Mr. O'Connell stated that they applied for a grant – federal funding water quality infrastructure program. He stated that it is \$1 million and will be fully grant funded. He noted that the grant includes for additional GAC facilities that will

Albemarle County Service Authority Board of Directors

1 occur at Crozet. He added that there will be future applications for the
2 other water treatment plants in the system as well. Dr. Palmer stated
3 that she remembers the studies on where the spill went, and she
4 knows the current well location was chosen because it is well outside
5 of that. She asked if there is still monitoring of the areas around the
6 new location, as there has been some new building in that area.
7 Jeremy Lynn replied that he would assume the Department of
8 Environmental Quality (DEQ) continues to keep an eye on the wells in
9 that area.

10 ***Dr. Palmer moved to approve the consent agenda, seconded***
11 ***by Mr. Tolbert. All members voted aye.***

12
13 7. **FY 2024 Proposed Budget and Rates Workshop & Presentation**

14 Mr. Lunsford stated his presentation today (Attached as
15 Pages_____) would begin with a brief overview of the ACSA, followed by
16 a FY 2023 update and forecasts. He stated that he would then share some
17 of the different analyses that were done for the FY 2024 budget, as well as
18 some of the highlights of the budget. He mentioned that he would review
19 the proposed rates, as well as present some customer bill comparisons. He
20 stated that lastly, he would go over some of the highlights from the
21 departmental budget proposals, briefly touch on the CIP program, and then
22 provide the Board with anticipated next steps.

23 Mr. Lunsford stated that the vision and mission statements on the
24 next slide boil down to the ACSA strives to provide clean, safe, reliable
25 water at a very good value. He stated that this is the main goal in a few
26 words, and he feels the upcoming budget shows that.

27 Mr. Lunsford stated that the next slide is an illustration of the
28 ACSA's jurisdictional area, which everyone is familiar with. He noted that
29 the ACSA currently serves over 84,000 customers, which is almost 22,000
30 water connections and the system is still growing.

Albemarle County Service Authority Board of Directors

1 Mr. Lunsford stated that the FY 2023 update on the next slide
2 shows water revenues a little behind budgeted expectations. He mentioned
3 that there was about a 60-million-gallon reduction in metered water use. He
4 noted that the last irrigation season from July-October was wetter than
5 expected, which is driving the largest part of the reduction. He stated that
6 sewer revenues are right in line with what was expected. He pointed out
7 that water expenses are slightly over budgeted expectations, which is
8 contrary to what is being seen with the water revenues. He stated that this
9 variance is largely due to the change RWSA bought to their Board in July,
10 which reallocated costs related to the Northern Area Water Project
11 Agreement. He stated that about \$200,000 was allocated to the ACSA after
12 the budget was finalized. He added that sewer expenses are below
13 budgeted expectations, which is correlated to improvements in infiltration
14 and inflow (I&I). He noted that departmental expenses are well below
15 budgeted amounts which is being driven, in part, by staff vacancies and the
16 difficulty in procuring goods.

17 Mr. Lunsford moved to the next slide, showing the forecast for the
18 remainder of fiscal year 2023. He stated that little change is expected in
19 water and sewer revenue variances for the next two months. He stated that
20 water revenues are expected to be about 3% less than what was expected,
21 and sewer revenues are expected to be about 1% more. He mentioned that
22 the ACSA does not expect a lot of change in water and sewer expenses
23 from RWSA, and departmental expenses are expected to be about 10%
24 below budgeted amounts.

25 Mr. Lunsford stated that the next slide was an attempt to show how
26 the ACSA's Strategic Plan is a driving force in the FY 2024 budget. He
27 stated that key components of the four strategic themes can be found in
28 various items throughout the budget. He stated that those four themes are
29 data optimization, business resilience, customer experience, and employee
30 experience.

Albemarle County Service Authority Board of Directors

1 Mr. Lunsford moved next to the water and sewer rate analysis. He
2 stated that the ACSA had a full-fledged rate study performed last fiscal
3 year, which was presented to the Board in March 2022. He stated that in
4 subsequent years after the rate studies, ACSA staff will update estimates in
5 the model with known amounts. He noted that given RWSA is the largest
6 driver of the ACSA's budget at nearly 62% of the operating portion, any
7 change from them will impact what the ACSA proposes to its Board. He
8 mentioned that the expected annual increase in RWSA charges to the
9 ACSA, as provided by RWSA for FY 2024-FY 2028, is about 12% year
10 over year. He stated that an important item to note is that the expected
11 year over year change for the same time last year was 7.5%.

12 Mr. Lunsford stated that the next slide shows the rate study update
13 and analysis recommendations. He stated that RWSA provides the ACSA
14 with their budget and estimates for the fiscal year. He stated that the ACSA
15 takes that information and makes minor adjustments based on historical
16 experience. He noted that what RWSA presents to their Board and what
17 the ACSA staff presents to its Board are similar but may be slightly
18 different. He stated that the ACSA's combined water and sewer bill
19 combined charge is proposed to increase by 8.9% for FY 2024. He noted
20 that this follows an increase of 4.6% last year, 5% in FY 2022, and no
21 increase in FY 2021. He noted that for the first time since 2017, there is a
22 recommendation to increase the system development/capacity charges, by
23 7%. He added that there is also a recommendation to use reserves to
24 smooth customer rate increases over time. He stated that \$2.8 million in
25 rate stabilization reserves has been included in the budget to offset some
26 of the necessary increases in water and sewer customer bills. He
27 mentioned that there is also \$4.6 million budgeted in growth reserves to
28 help offset those costs as well.

29 Mr. Lunsford stated that the graph on the next slide is a snapshot of
30 the proposed FY 2024 budget and the five years prior. He noted that the
31 red bar is the increase to the ACSA from the RWSA, and the blue bar is the

Albemarle County Service Authority Board of Directors

1 increase to water and sewer customers through their rates. He stated that
2 looking at FY 2022-2024, RWSA has had a 13.4% average increase over
3 those three years, which is significant. He noted that over the same period,
4 the ACSA's increase to its customers has been 6.2%. He added that the
5 ACSA is expecting a 12% increase year over year from RWSA through FY
6 2028.

7 Mr. Lunsford moved to the next slide which was a pie chart
8 illustrating where the ACSA's dollars come from. He stated that almost
9 70%, or a little over \$37 million, of all the ACSA's revenues are collected
10 through water and sewer charges. He mentioned that the ACSA is
11 expecting about \$8 million in connection charges for FY 2024, which
12 equates to about 554 equivalent residential connections (ERCs). He noted
13 that the ACSA does anticipate using about \$7.5 million of reserves - \$4.6
14 million of growth reserves and \$2.8 million of rate stabilization reserves.

15 Mr. Lunsford stated that the next slide is one he has used before
16 and is powerful in showing where the ACSA's dollars are going. He stated
17 that the operating charge from RWSA for water and sewer treatment and
18 growth-related RWSA debt allocated to the ACSA is nearly \$28 million. He
19 stated that the next largest part of the ACSA's budget are capital costs and
20 the \$11.5 million CIP program presented in detail last month.

21 Mr. Lunsford stated that the graph on the next slide is an illustration
22 of RWSA charges to the ACSA from FY 2000-FY 2022, with actual
23 numbers. He noted that the last two months of FY 2023 on the graph are
24 projected, ACSA budgeted amounts are used for FY 2024, and RWSA
25 estimates are used through FY 2028. He mentioned that the slope of this
26 chart is getting steeper and is not expected to flatten for some time. He
27 added that it is important for the ACSA to responsibly raise rates over time
28 to combat these increases in RWSA charges.

29 Mr. Lunsford moved to the next slide, which showed the projected
30 costs from RWSA from FY 2024-FY 2028, and the difference between the
31 estimates from last fiscal year and this year. He stated that the very first

Albemarle County Service Authority Board of Directors

1 line showing RWSA estimates from FY 2023 is what was included in the
2 budget for planning purposes throughout the rate study. He noted that last
3 year, the ACSA expected \$25.5 million in charges from RWSA in FY 2024.
4 He pointed out, however, that has increased this year to \$27 million, so the
5 increase in charges this year is actually 13.4% and not the 8.1% the ACSA
6 was expecting last year. He added that the ACSA is actually projecting a
7 13.8% increase from RWSA for FY 2024. Dr. Palmer stated that Mr.
8 Lunsford mentioned before that the increase in RWSA's CIP costs is
9 predominantly inflation. Mr. Lunsford replied that there is a \$120 million
10 increase from last year's 5-year RWSA budget, to this year. He noted that
11 of that amount, \$75 million was related to inflation and project scope
12 adjustment. He added that RWSA created a great slide that illustrates the
13 reconciliation between the two, and he can include that in the presentation
14 next month. Dr. Palmer asked for a link to the slide so she could look at it
15 before next month's meeting.

16 Mr. Lunsford continued to the bottom line of the slide. He stated
17 that this line, which shows the increase in RWSA estimates from FY 2023
18 to FY 2024, is where the story lies. He stated that the ACSA will need to
19 fund an additional \$1.5 million in FY 2024 and \$2.7 million in FY 2025 that
20 was not anticipated.

21 Mr. Lunsford stated that the next slide shows the proposed water
22 and sewer rates for FY 2024, compared to what they currently are for FY
23 2023. He stated that there is a proposed 10% increase for the service
24 charge and water charges, and a proposed 8% increase in sewer charges,
25 all based on a rate model update to cover water and sewer charges from
26 RWSA, ACSA departmental expenses, and the ACSA's CIP on the non-
27 growth side. Dr. Palmer asked how much more the average customer
28 would be paying on their bill. Mr. Lunsford replied he does have a slide
29 prepared to illustrate that, but the average residential customer would see
30 an increase of about \$5.30.

Albemarle County Service Authority Board of Directors

1 Mr. Lunsford stated that there is a recommendation to change
2 some of the ancillary charges to help recover actual costs of those
3 services, and those changes are in line with the recommended changes on
4 the water and sewer rates.

5 Mr. Lunsford moved to the next slide showing the ACSA's proposal
6 to the Board for FY 2024 water and sewer rates. He noted that the
7 proposal is largely driven by the 18% increase in water charges from
8 RWSA, which is almost \$2.5 million more than what they billed the ACSA in
9 FY 2023. He stated that on the sewer side, there is an 8.5% increase in
10 charges from FY 2023. He mentioned that ACSA departmental operating
11 charges are expected to increase as well, by almost 10%. He added that
12 he would speak to why but, overall, most of the departmental increases are
13 driven by the ACSA's Strategic Plan initiatives.

14 Mr. Lunsford stated that the next slide on the use of reserves and
15 projections was provided last year, and the two slides that follow will
16 hopefully illustrate how those different reserves are funded and how the
17 funds are used. He mentioned that the proposed budget for FY 2024
18 includes the use of \$2.8 million of the rate stabilization reserves to help
19 offset ACSA non-growth-related CIP. He stated that there is also a
20 projection of \$4.6 million being used from growth reserves to offset growth-
21 related ACSA projects and RWSA-related debt service.

22 Mr. Lunsford stated that the next slide was an attempt to illustrate
23 and reconcile use of the reserves. He noted that the left side of the slide
24 shows RWSA capacity reserves at almost \$16 million in FY 2023. He
25 stated that the ACSA budgeted in FY 2023 to collect \$3.8 million in RWSA
26 capacity charge revenue. He mentioned that the ACSA was able to
27 calculate, based on information provided to RWSA, what part of the debt
28 service charge from RWSA to the ACSA is related to growth-related RWSA
29 projects. He noted that the ACSA estimated that amount to be \$5.2 million
30 in FY 2023. He stated that if everything in the budget was as estimated, the

Albemarle County Service Authority Board of Directors

1 ACSA would have used \$1.4 million of growth-related reserves to fund
2 RWSA growth-related projects.

3 Mr. Lunsford stated that the right side of the slide shows actual
4 information through April 2023 for the revenue and through June 2023 for
5 the growth-related debt service. He noted that the ACSA has collected \$6.5
6 million in RWSA capacity charge revenue through the end of April, which is
7 a large difference from the expected \$3.7 million. He stated that there was
8 no change in the expected growth-related debt service costs from RWSA to
9 the ACSA, and the ACSA actually added \$1.4 million to the growth reserve
10 for FY 2023.

11 Mr. Parcels asked if the RWSA's debt service was fixed or if it
12 varied from year to year. Mr. Lunsford replied that it varies from year to
13 year. He stated that also, in an attempt to help smooth their charges to the
14 ACSA, RWSA will start to charge five years out and slowly build up to that
15 debt service. Mr. Parcels stated that he always thought the debt service
16 was from bonds that have been obtained, but this must not be the case.
17 Mr. Lunsford replied that Mr. Parcels is exactly right. He stated that RWSA
18 is issuing bonds to fund their capital program, and then passing that debt
19 service along to the ACSA and the City for repayment. Mr. Parcels stated
20 that this means the overall debt the RWSA has increases every year. Mr.
21 Lunsford stated that was correct.

22 Mr. Lunsford stated that the next slide is a similar presentation as
23 the previous one, but for the ACSA system development charges and
24 reserves. He stated that the left side of the slide shows the ACSA began
25 with \$15 million in system development reserves, with \$2.1 million
26 budgeted for ACSA system development revenue, which is added to that
27 reserve. He mentioned that \$4.6 million was budgeted in FY 2023 for
28 growth-related ACSA CIP. He noted that if all of this were true for FY 2023,
29 the ACSA would have reduced the reserve balance by \$2.4 million.

30 Mr. Lunsford stated that the right side of the slide, showing actual
31 projections, illustrates why it is important to maintain a healthy reserve

Albemarle County Service Authority Board of Directors

1 balance due to the timing of the CIP projects. He noted that the ACSA
2 collected \$3.6 million in system development revenue and only incurred
3 \$1.7 million in ACSA growth-related CIP costs, which is a major change in
4 what was budgeted for. He stated that instead of spending \$2.4 million in
5 growth reserves, there was actually \$1.9 million added. He stated that it is
6 important to keep in mind that the ACSA has budgeted for certain projects
7 in FY 2023 and the ACSA is responsible for the costs. He mentioned that
8 the reserves have essentially been encumbered to pay for those projects in
9 the future, as those costs happen. He noted that the Avon Street project is
10 a good example of this. He stated that \$2 million was budgeted in FY 2023
11 for that project, and the ACSA has not spent anywhere near that amount
12 on the project. He stated that as those costs are incurred in the future,
13 these reserves will be used to pay for that.

14 Mr. Moore asked if the system development revenue is primarily
15 from connection charges. Mr. Lunsford replied that it is all from connection
16 charges. Mr. Roberts asked what caused the increase in connection
17 charges. Mr. Lunsford replied that inflation is part of it, but growth-related
18 charges are a driver of those increases as well. He mentioned that looking
19 at RWSA specifically, growth-related debt service was \$5 million. He stated
20 that in FY 2024, the ACSA expects it to be over \$6 million. He stated that
21 costs are increasing, and new projects are coming on to the books, thus
22 the ACSA has proposed a 7% increase in connection charges to fund
23 those projects.

24 Dr. Palmer stated that part of the connection charge is the overall
25 value of the system, so there is a natural growth in connection charges as
26 the system gets bigger and more expensive. Mr. Lunsford concurred. He
27 stated that the ACSA's current rate model uses a hybrid methodology. He
28 stated that what Dr. Palmer is referring to is the system buy-in method that
29 takes into account costs that have been incurred and capacity that is
30 available for us, to calculate an ERC for water and sewer. He stated that
31 there is also an incremental method which does not look at historical costs,

Albemarle County Service Authority Board of Directors

1 but rather the future and the cost to add additional capacity needed in the
2 system. He stated that the ACSA has historically used a hybrid
3 methodology that considers historical and incremental costs. Mr. Roberts
4 asked how many years of historical information are used to project future
5 costs. Mr. Lunsford replied that he thinks it is around 10-15 years.

6 Mr. Parcells asked how much of a total encumbrance there is on
7 the ACSA's growth-related reserve. Mr. Lunsford replied that \$4 million is
8 encumbered for the Avon Street Operations Center, and about \$3.5-\$4
9 million for the AML project that is not in the FY 2024 future budget.

10 Mr. Lunsford moved to the next slide, which illustrated sample
11 monthly combined water and sewer bills by customer type, and the
12 projected increase for each in FY 2024. He stated that the average user is
13 highlighted on the table, and that user is expected to see about a \$5.30
14 increase to their monthly bill for FY 2024.

15 Mr. Lunsford stated that the next slide was a graphic depicting the
16 value of ACSA water. He noted that it has been used plenty times in the
17 past, but still adds value to the presentation. He mentioned that one penny
18 purchases 1.8 gallons of clean, safe, reliable ACSA water.

19 Mr. Lunsford moved to the next slide which compared an ACSA
20 monthly bill to comparable utilities that are geographically close to the
21 organization. He noted that even with the projected increase, the ACSA still
22 compares favorably with its peers. He mentioned that 3,000 gallons is used
23 in this comparison. He mentioned that the ACSA is still considerably less
24 than the composite rate that the City of Charlottesville customers pay. He
25 noted that the City has winter and summer rate, and the average of the two
26 is what is shown on the graph.

27 Dr. Palmer stated that one thing she has heard from people that
28 move here from bigger cities is that the water rates here are so high
29 compared to where they moved from. She stated that there are obviously a
30 lot of factors that go into the rate, but one of the arguments she has heard
31 is that there should be some economy of scale as the system grows. She

Albemarle County Service Authority Board of Directors

1 asked if Mr. Lunsford could speak to this. Mr. Lunsford replied that the
2 economies of scale related to various things helps bigger cities provide
3 services at a comparable or cheaper rate. He noted that larger utilities are
4 able to negotiate, with their purchasing power alone, at a level that the
5 ACSA cannot. He mentioned that they can leverage mega IT systems to do
6 a lot of work for them, that is just not reasonable for the ACSA. He stated
7 that another thing that makes comparison difficult is the ACSA may do
8 things above and beyond what other utilities are doing, to exceed
9 regulatory standards. He noted that GAC is a prime example of this, as it is
10 an incredible water treatment process that is very expensive. He stated that
11 it is a bit disingenuous to compare a system that is using GAC to one that
12 is using chloramines and barely meeting regulatory requirements. He
13 stated that another part of the economies of scale and the increase in
14 ACSA charges is that even though the system has continued to grow, the
15 consumption per customer has declined over the years.

16 Mr. Lunsford stated that the next slide is in response to a question
17 that came up at last month's meeting. He stated that it is a graph that
18 shows what ACSA customer bills have looked like over the last few years.
19 He mentioned there is a proposed \$5.30 increase in FY 2024 to the same
20 customer from FY 2023. He stated that the year before that, there was a
21 \$2.60 per month increase, and the year before that there was a \$2.69 per
22 month increase.

23 Mr. Lunsford moved to the next slide to discuss the increase in
24 system connection charges. He stated that there are a lot of large growth
25 and capacity-related projects that are either underway or will begin soon.
26 He stated that the ACSA is seeing significant increases in construction and
27 capital costs for those projects. He mentioned that there is a lot of time
28 spent with various consultants to project what these projects might cost,
29 and a lot was missed due to covid-related impacts. He stated that it is
30 important to note that this is the first increase in these charges since FY
31 2017. He added that because this is the first increase in several years,

Albemarle County Service Authority Board of Directors

1 ACSA staff met with members of the development community to review the
2 increases, as it will impact them the most. He noted that there was a
3 question related to costs to drill a well or establish a septic system. He
4 stated that the costs range wildly, but to do both will cost anywhere from
5 \$13,000-\$30,000. He stated that connecting to clean, safe, reliable water
6 continues to be a value.

7 Mr. Lunsford stated that the pie chart on the next slide breaks down
8 the operating budget by expense type/department. He stated that the
9 purchase of water and wastewater treatment, which also includes non-
10 growth related RWSA CIP, totals almost \$22 million or 62% of the
11 operating budget.

12 Mr. Lunsford stated that the next six slides, which outline the
13 individual departmental budgets, is where the staff took some time to tie
14 together Strategic Plan initiatives and goals and the budget. He stated that
15 all the bullet points are included in the budget document, thus he will not go
16 through each one but rather highlight a few that are important to note. He
17 stated that beginning with Administration, one item to note is the expansion
18 of customer communications. He stated that there is a Strategic Plan item
19 to hire a communications manager to assist with that. He noted that the
20 ACSA is using funds previously allocated through consulting services to
21 help fund that in-house.

22 Mr. Lunsford stated that in the Engineering department, the
23 administration of the CIP program is an incredible endeavor and a huge
24 strategic item.

25 Mr. Lunsford stated that in the Finance department, the AMI project
26 is in the final phases of deployment and nearing completion. He stated that
27 the most exciting item to note is the Customer Information System (CIS)
28 development, which includes the billing system, phone system, and
29 website redesign. He stated that this is a customer experience focused
30 project that is emphasized throughout the strategic plan.

Albemarle County Service Authority Board of Directors

1 Mr. Lunsford stated that there is an additional position being
2 proposed for the Information Technology (IT) department, to help that team
3 leverage technology even more for the organization. He stated that he
4 wanted to note the scheduled replacement and upgrade of the firewall. He
5 noted that the IT team continues to be proactive in protection of the
6 ACSA's IT assets and infrastructure.

7 Mr. Lunsford moved next to the Maintenance department. He noted
8 that some of the most important items in the FY 2024 proposed budget are
9 related to succession planning, and ensuring that the same thoughtful,
10 professional work being done now continues as employees transition to
11 retirement. He stated that another important item to note is the leverage of
12 the Cityworks CMMS workorder and inventory system.

13 Mr. Lunsford stated that part of the ACSA's Strategic Plan is to
14 work on the organization's carbon footprint and environmental impacts. He
15 stated that planned capital equipment purchases, which are listed on the
16 next slide, include an electric vehicle.

17 Mr. Lunsford stated that the next slide outlines the Proposed FY
18 2024 CIP, which Jeremy Lynn did a great job of presenting last month. He
19 stated that \$11.5 million is proposed in FY 2024 for the CIP program. He
20 noted that of that \$11.5 million, about \$6.4 million is growth-related and the
21 other \$6.1 million is non-growth related.

22 Mr. Lunsford stated that the next slide shows a picture of the flyer
23 that has been mailed or emailed to customers with their bills. He stated that
24 the last batch of customers will receive the flyer with their statements on
25 May 25th. He stated that in terms of next steps, there will be a scheduled
26 public hearing on the budget and rates, as well as a second workshop to
27 focus on any items that need to be presented in more detail. Mr. Roberts
28 asked if there has been any feedback thus far from customers that have
29 received the flyer. Mr. Lunsford replied that there has been none to his
30 knowledge. He stated that after the workshop, the staff will request
31 adoption of the proposed FY 2024 budget and rates by the ACSA Board.

Albemarle County Service Authority Board of Directors

1 Mr. Lunsford stated that he wanted to thank the team of people that
2 helped to create the budget and the ACSA Board of Directors. Dr. Palmer
3 asked if Mr. Lunsford could speak to the across-the-board increase to
4 ACSA employee salaries that has been suggested, and how much of the
5 budget goes towards those salaries. Mr. Lunsford replied that, on the spot,
6 he thinks it is about \$500,000-\$600,000. Dr. Palmer asked if this was the
7 10%. Mr. Lunsford replied yes, that is the 10% on the salaries. He stated
8 that there are benefit components of that on the VRS side, where the
9 ACSA is paying a percentage on employees' monthly credible
10 compensation taxes.

11 Mr. Roberts asked if workers' compensation insurance was only
12 \$600 for new employees for the entire year. Mr. Lunsford replied no. He
13 stated that workers' compensation is calculated at the employee job level.
14 He stated that the ACSA pays a higher rate for those employees that
15 perform job duties more likely to result in injury.

16
17 8. Resolution Authorizing Easement Acquisition – Crozet Phase 4
18 Water Main Replacement Project

19 Jeremy Lynn stated that before the Board today is the Crozet
20 Phase 4 easement acquisition resolution. He stated that the ACSA
21 Engineering staff takes a lot of pride in doing all they can to reach an
22 agreement with customers. He noted that for this project, the staff was able
23 to successfully negotiate 17 out of 18 easements. He stated that approving
24 this resolution will begin the condemnation process, but the hope is to not
25 get to that point. He stated that if the resolution is approved, the ACSA will
26 make an official final offer to the property owner. He stated that if the ACSA
27 is unable to negotiate the easement with the property owner over the next
28 month, the staff will come back before the Board to request an official filing
29 of the certificate of condemnation.

30 Mike Derdeyn, ACSA attorney, stated that if the Board approves
31 the resolution, a final offer letter will be sent to the property owner. He

Albemarle County Service Authority Board of Directors

1 stated that there is a statutory reason the approved resolution is necessary
2 before the final letter can be considered a bonafide offer. He stated that if
3 no agreement is reached at that point, then the ACSA will institute
4 condemnation procedures. He noted that the ACSA will have to send
5 another letter to the property owner before filing the certificate of
6 condemnation.

7 Mr. Tolbert asked if the ACSA knows what the issue is with the
8 property owner. Mr. Lynn replied that when the ACSA staff first engaged
9 with the property owner, their offer was considerably different than what the
10 owner had in mind. He stated that the property owner made a counteroffer,
11 which the ACSA did not agree to. He mentioned that this all happened
12 within the first few months of their initial offer. He stated that since that
13 time, the property owner has not responded to the ACSA's attempts to
14 reengage in negotiations. He added that the property in question is a small
15 piece of land, which overlaps an easement that was granted to another
16 utility.

17 ***Mr. Tolbert moved to approve the Resolution as presented***
18 ***to the Board; seconded by Mr. Parcels. The Chair asked for a roll-***
19 ***call vote: Mr. Parcels, aye; Dr. Palmer, aye; Mr. Tolbert, aye; Mr.***
20 ***Armstrong, aye; Mr. Roberts, aye; Mr. Moore, aye.***

21 Mr. Roberts stated that he has been on the Board for a while, and
22 he does not recall ever having to go to court for condemnation
23 proceedings. Dr. Palmer stated that there was a condemnation proceeding
24 for an easement in Red Hill. Mr. Roberts replied that Red Hill would be the
25 only one he can remember. Mr. Lynn stated that the last resolution the
26 Board considered was in 2019 with the Camelot Water Main Replacement
27 project, but the ACSA was able to successfully reach an agreement with
28 that property owner.

29 Mr. Parcels asked if, in filing a certificate of condemnation with the
30 court, the ACSA still pays the property owner for the easement. Mr. Lynn
31 replied that the ACSA does still pay the property owner. He stated that if

Albemarle County Service Authority Board of Directors

1 the matter goes to court, the property owner will present his side and what
2 he feels the value of the easement is and the ACSA would do the same.
3 He stated that a decision would then be made on the true value of the
4 easement.

5
6 9. Scottsville Water Infrastructure Transfer

7 Mr. O'Connell stated that he would begin the presentation
8 (Attached as Pages_____) with some background information. He stated
9 that RWSA operates the Totier Creek Reservoir and Scottsville Water
10 Treatment Plant, as well as some limited piping and the .25MG water tank.
11 He stated that the ACSA operates the system transmission and distribution
12 piping, control valves, and a .3MG water tank at Stoney Point. He noted
13 that there is also a pump station located on James River Road that is jointly
14 operated by the RWSA and ACSA.

15 Mr. O'Connell stated that the second slide shows a map of the
16 current system. He noted the water treatment plant in the middle left of the
17 map that feeds off Totier Creek. He stated that the water treatment plant
18 and the two water tanks are the infrastructure that will be involved in the
19 transfer. He stated that the next slide shows some of the objectives of the
20 transfer. He stated that the proposed set up is similar to that of the Urban
21 and Crozet water systems, and it makes sense at a staff level. He noted
22 that there are some legal changes that would need to be made if the ACSA
23 Board approves the transfer.

24 Mr. O'Connell stated that the next slide shows the future system
25 mapping, should the transfer be approved. He stated that the pump station
26 adjacent to the first tank, the pipeline that connects the two tanks, and the
27 second tank would all be transferred to RWSA. He mentioned that one of
28 the things the ACSA has been working on is replacing the pipeline, which
29 he will have Jeremy Lynn speak on.

Albemarle County Service Authority Board of Directors

1 Mr. Lynn stated that the Scottsville Phase 4 Water Main
2 Replacement project shown on the next slide was discussed last month
3 during the CIP presentation. He stated that it is important to note that this
4 project has grown. He stated that originally, the plan was to begin at the
5 ACSA's pump station and replace the portion of the line along James River
6 Road up to the intersection at Warren Street, and the rest of the project
7 was in the downtown area. He mentioned that this left an asbestos-cement
8 pipe between the water treatment plant and the pump station/RWSA tank
9 that the entire system relied upon. He stated that the ACSA expanded the
10 scope of this project to bring the replacement all the way back to the filter
11 plant. He noted that this will get rid of the remaining asbestos-cement and
12 cast-iron water mains within the Scottsville water distribution system. He
13 added that a lot of coordination with RWSA has gone into this project. He
14 stated that they are jointly reviewing the plans, as part of the main that will
15 be replaced already belongs to them, and the ACSA is hoping to transfer
16 ownership of the part of the main it currently owns to RWSA. He stated that
17 the ACSA and RWSA are working together to create a joint RWSA-ACSA
18 easement that they will obtain from the customers along the portions of the
19 project that RWSA will own in the future.

20 Mr. Lynn stated that RWSA's Board of Directors approved the
21 transfer at their April Board meeting. He stated that today, the ACSA staff
22 is asking the Board for approval of the transfer. He stated that if the Board
23 approves, the ACSA staff will work with RWSA to finalize and record the
24 transfer documents, and then work with RWSA staff to transfer the
25 operation and maintenance responsibilities.

26 Mr. Parcels asked if the ACSA will still be responsible for the water
27 main replacement project. Mr. Lynn replied yes. He stated that it can be
28 difficult to attract contractors in Scottsville, thus it was advantageous to do
29 the replacement all at once as opposed to leaving a vulnerable section of
30 asbestos-cement pipe between the filter plant and the first water tank. Mr.
31 Parcels asked of the total project budget of \$6.8 million, how much is

Albemarle County Service Authority Board of Directors

1 encumbered. Mr. Lynn replied that only \$100,000 was budgeted for the
2 project in FY 2023. He stated that there has not been any construction
3 money included in the budget up to this point. He noted that FY 2025 is
4 when construction dollars for the project will be added into the CIP budget.

5 ***Mr. Parcels moved to approve the transfer of portions of the***
6 ***Scottsville Drinking Water System from the Albemarle County Service***
7 ***Authority (ACSA) to the Rivanna Water and Sewer Authority (RWSA)***
8 ***and authorize the Executive Director to execute any required***
9 ***documents to implement that transfer; seconded by Dr. Palmer. The***
10 ***Chair asked for a roll-call vote: Mr. Parcels, aye; Dr. Palmer, aye; Mr.***
11 ***Tolbert, aye; Mr. Armstrong, aye; Mr. Roberts, aye; Mr. Moore, aye.***

12
13 10. Items Not on the Agenda

14 Mr. O'Connell stated that the ACSA is exploring transcription
15 services to outsource the monthly board meeting minutes. He stated that
16 the staff has been in communication with a firm that handles minutes
17 transcription for RWSA. He stated that there will be a trial run first, with
18 minutes done in-house and by the firm, so the Board can compare the two
19 sets.

20 Mr. O'Connell stated that the second item he wanted to mention is
21 that RWSA meets on Tuesday to consider approving their budget and CIP.
22 He noted that there have been significant cost increases, as the Board has
23 seen.

24 Mr. O'Connell stated that he also wanted to celebrate the AMI
25 project reaching 3,500 installations this week, so the project is moving
26 along. He noted that the contractors have been staying on top of the
27 installations, with very few issues.

28
29 11. Executive Session – Executive Director Annual Review – Part II

30 The Clerk read a Resolution to enter Executive Session
31 pursuant to Virginia Code §2.2-3711 A (1) to discuss a personnel matter

Albemarle County Service Authority Board of Directors

1 concerning the Executive Director's Annual Performance Review (Attached
2 as Page_____).

3 ***Mr. Tolbert moved to approve the Resolution as presented to***
4 ***the Board; seconded by Dr. Palmer. The Chair asked for a roll-call***
5 ***vote: Mr. Parcels, aye; Dr. Palmer, aye; Mr. Tolbert, aye; Mr.***
6 ***Armstrong, aye; Mr. Roberts, aye; Mr. Moore, aye.***

7 The Board of Directors came back into regular session. Ms. Herr
8 read into record a Resolution stating that only matters so previously stated
9 and exempted from open discussion in regular session were discussed in
10 Executive Session (Attached as Page _____).

11 ***Mr. Parcels moved to approve the Resolution as presented***
12 ***to the Board, seconded by Dr. Palmer. All members voted aye.***

13
14 12. Adjourn

15 ***There being no further business, Mr. Tolbert moved that the***
16 ***meeting be adjourned, seconded by Mr. Parcels. All members voted***
17 ***aye.***

18 _____
19 Gary B. O'Connell, Secretary-Treasurer

ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY**

AGENDA TITLE: Monthly Financial Reports	AGENDA DATE: June 15, 2023
STAFF CONTACT/PREPARER: Quin Lunsford, Director of Finance	ACTION: Informational
	ATTACHMENTS: Yes

BACKGROUND: Water and sewer financial reports and check registers for the month of May are attached for your review.

DISCUSSION:

- Water consumption for the month of April increased 4.4% compared to March. Water consumption for the month of April 2023 compared to April 2022 increased 3.8%.
- RWSA's invoice of \$2,013,296 for the month of April was paid on May 5, 2023.
- Unearned water and sewer connection charges totaled \$1,552,480 at month end.
- System connection charges were above budgeted expectations with \$3,203,685 recognized in April. Total system connection charges for FY 2023 are more than those in FY 2022 by 47%.
- Water and Wastewater revenues for FY 2023 are below budgeted expectations by 2.6%. Please see the water/wastewater trend analysis included illustrating that when adjustment for expected variations in seasonal consumption are considered, revenues are 2.1% lower than budgeted expectations.
- Water and Sewer customer receivables have improved over the last quarter and are in-line with balances prior to the pandemic. Our team continues to work with customers as they approach possible disconnection for non-payment, but we are pleased to report progress in this area.

BUDGET IMPACT: Informational only.

RECOMMENDATIONS: None

BOARD ACTION REQUESTED: None; informational item only.

ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY****.ATTACHMENTS:**

1. Statement of Net Position
2. Year-to-Date Budget to Actual Comparison/Commentary
3. Investment Summary
4. Capacity/System Development Reserves
5. Connection Charges/ERC Analysis
6. Monthly Water and Sewer Charges from the RWSA
7. Monthly Water Consumption
8. Water and Sewer Report; Customer Class Report
9. Major Customer Analysis
10. Water/Wastewater Revenue Trend Analysis
11. Aged Receivables Analysis
12. Check Register

ALBEMARLE COUNTY SERVICE AUTHORITY

STATEMENT OF NET POSITION

May 31, 2023

ASSETS

Cash and cash equivalents	\$ 11,954,265
Accounts receivable	5,815,264
Investments	43,669,174
Capital assets: (net of accumulated depreciation)	179,020,673
Inventory	545,476
Prepays	209,438
Cash and cash equivalents, restricted	606,124
	<hr/>
Total assets	241,820,414
	<hr/>

DEFERRED OUTFLOWS OF RESOURCES

Combined deferred outflows of resources	1,174,141
	<hr/>

LIABILITIES

Accounts payable	2,366,181
Accrued liabilities	350,094
Compensated absences	763,469
Net pension liability	695,494
Other post-employment benefits	1,144,368
Unearned connection fees	1,552,480
Long-term debt	4,669,118
	<hr/>
Total liabilities	11,541,204
	<hr/>

DEFERRED INFLOWS OF RESOURCES

Combined deferred inflows of resources	2,880,258
	<hr/>

NET POSITION

228,573,093

ALBEMARLE COUNTY SERVICE AUTHORITY
For the One Month Ending May 31, 2023

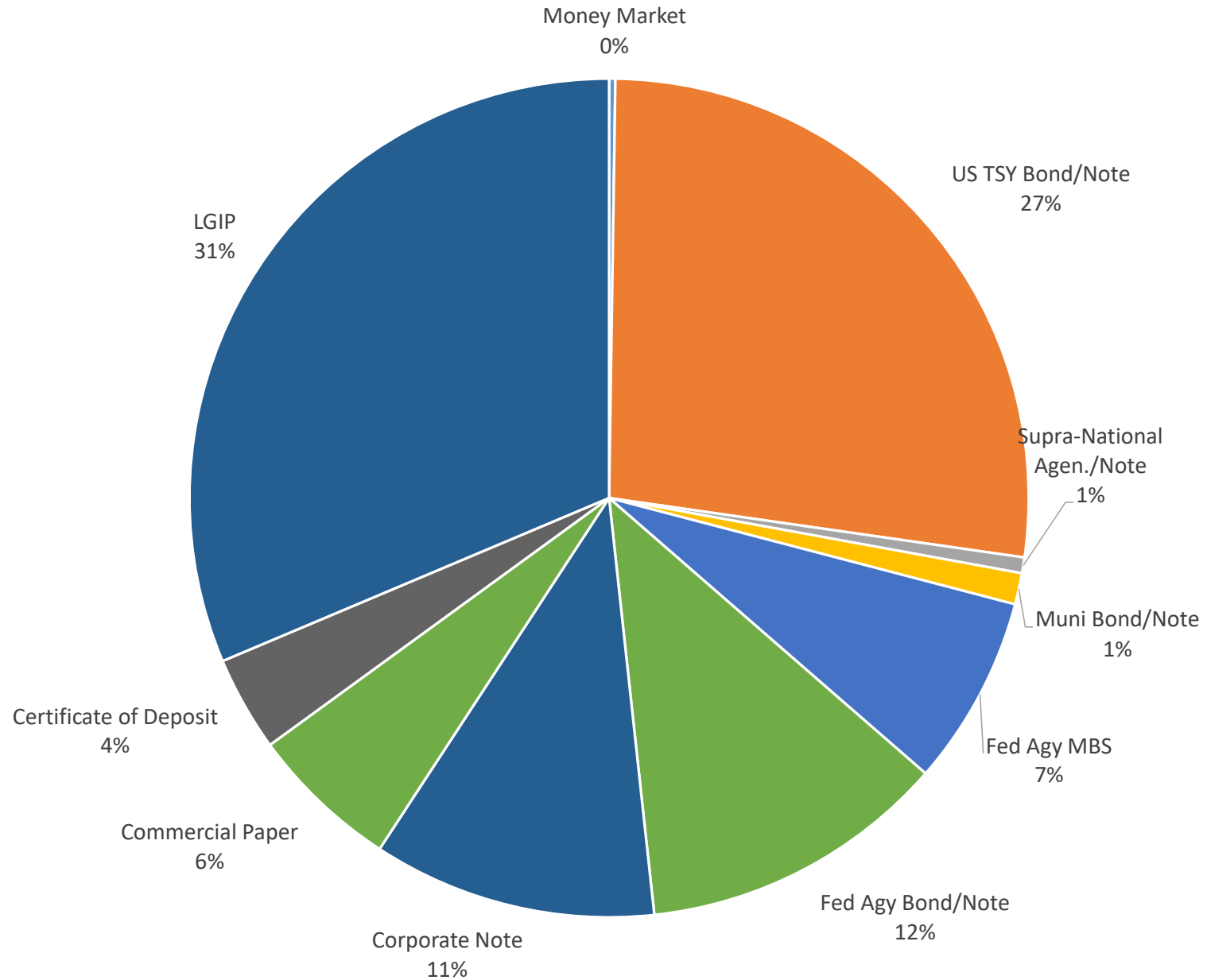
34

	Budget FY 2023	Budget Year-to-Date 2023	May Actual Year-to-Date	Actual vs. Budget	Variance Percentage
Revenues					
Water Sales	19,285,000.	17,677,917.	16,843,872.	(834,045.)	(4.72%)
Sewer Service	15,137,000.	13,875,583.	13,892,616.	17,033.	0.12%
Total operating revenues	34,422,000.	31,553,500.	30,736,488.	(817,012.)	(2.59%) A
Operating Expenses					
Purchase of bulk water	(13,774,000.)	(12,626,167.)	(12,809,609.)	(183,442.)	1.45% B
Purchase of sewer treatment	(10,776,000.)	(9,878,000.)	(9,396,285.)	481,715.	(4.88%) B
Administration	(1,306,475.)	(1,197,602.)	(1,124,249.)	73,353.	(6.12%) C
Finance	(2,516,082.)	(2,306,409.)	(2,149,375.)	157,034.	(6.81%) C
Information Technology	(1,521,900.)	(1,395,075.)	(1,200,494.)	194,581.	(13.95%) C
Engineering	(2,289,721.)	(2,098,911.)	(1,989,939.)	108,972.	(5.19%) C
Maintenance	(4,726,083.)	(4,332,243.)	(3,379,040.)	953,203.	(22.00%) C
Total operating expenses	(36,910,261.)	(33,834,406.)	(32,048,991.)	1,785,415.	(5.28%)
Operating gain(loss)	(2,488,261.)	(2,280,906.)	(1,312,503.)	968,403.	(42.46%)
Nonoperating Revenues					
System connection charges	5,926,800.	5,432,900.	11,132,821.	5,699,921.	104.91% D
Investment/Interest Income	100,000.	91,667.	1,020,322.	928,655.	1013.08% E
Rental income	16,000.	14,667.	17,203.	2,536.	17.29%
Miscellaneous revenues	455,000.	417,083.	595,153.	178,070.	42.69% F
Total nonoperating revenues (expenses)	6,497,800.	5,956,317.	12,765,499.	6,809,182.	114.32%
Nonoperating Expenses					
Miscellaneous expenses	(434,200.)	(398,017.)	(224,861.)	173,156.	(43.50%) G
Bond interest charges	(162,272.)	(148,749.)	(203,591.)	(54,842.)	36.87% H
Depreciation	0.	0.	(3,864,596.)	(3,864,596.)	0.00% I
Total nonoperating revenues (expenses)	(596,472.)	(546,766.)	(4,293,048.)	(3,746,282.)	685.17%
Capital contributions	0.	0.	1,323,926.	1,323,926.	0.00%
Change in Net Position	3,413,067.	3,128,644.	8,483,874.	5,355,230.	171.17%

**Albemarle County Service Authority
Actual-to-Budget Year to Date Commentary**

- A.** Water and sewer revenues were less than budgeted amounts by 2.59%. Consumption through May (gallons) appears reasonable considering the ACSA's normal seasonal consumption pattern. Further information related to seasonal revenue expectations can be found later in the Board packet.
- B.** Expenses related to purchases of bulk water and sewer treatment from the RWSA are less than budgeted amounts by 1.33%. Monthly billings prepared by the RWSA allocate total water/wastewater flows to the ACSA/City based on the consumption of each for the quarter immediately preceding.
- C.** Departmental operating budgets through the current month remain below budgeted expectations for the fiscal year.
- D.** System connection charges are higher than the prorated budgeted amount. Connection charges are often difficult to project and can fluctuate from year to year. These charges are dependent upon new customers connecting to the system.
- E.** Investment income, which includes both interest income and adjustments to fair market value are recorded in these accounts. Investment earnings are ahead of budgeted expectations through the current month.
- F.** Miscellaneous revenues consist of multiple lines and include inspection fees, plan review, reconnections/initial bill fees, invoiced water usage, and gains associated with sales of capital assets retired from service.
- G.** The budgeted amount includes expected outlays for capital equipment and losses on disposal of capital assets. Equipment is capitalized when placed in service.
- H.** Bond interest charges are recorded as incurred.
- I.** Depreciation is not a budgeted line-item accounting for the variance. Depreciation expense is considered during the annual budgeting process as this expense is utilized to calculate the required contribution to the 3r reserve.

Allocation of Investments by Type

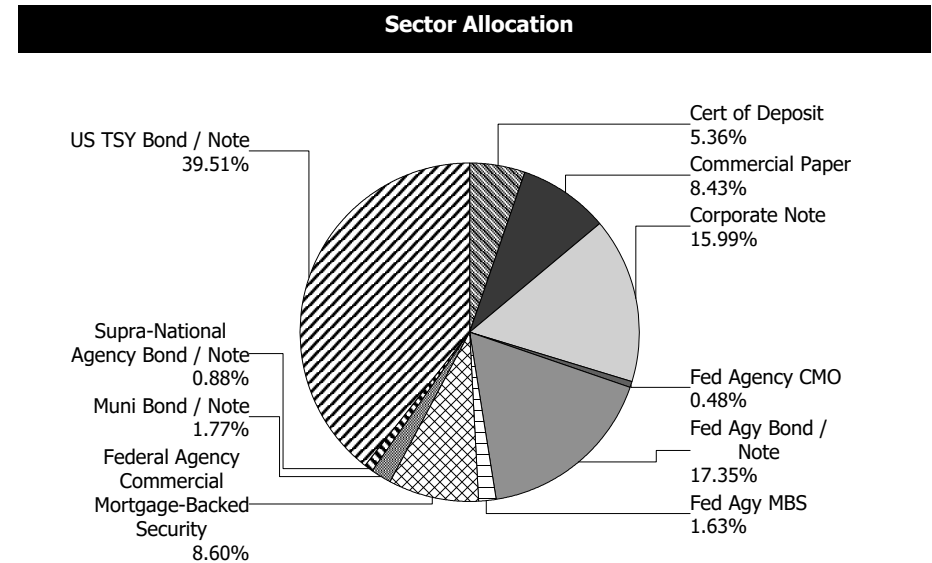


Portfolio Summary and Statistics

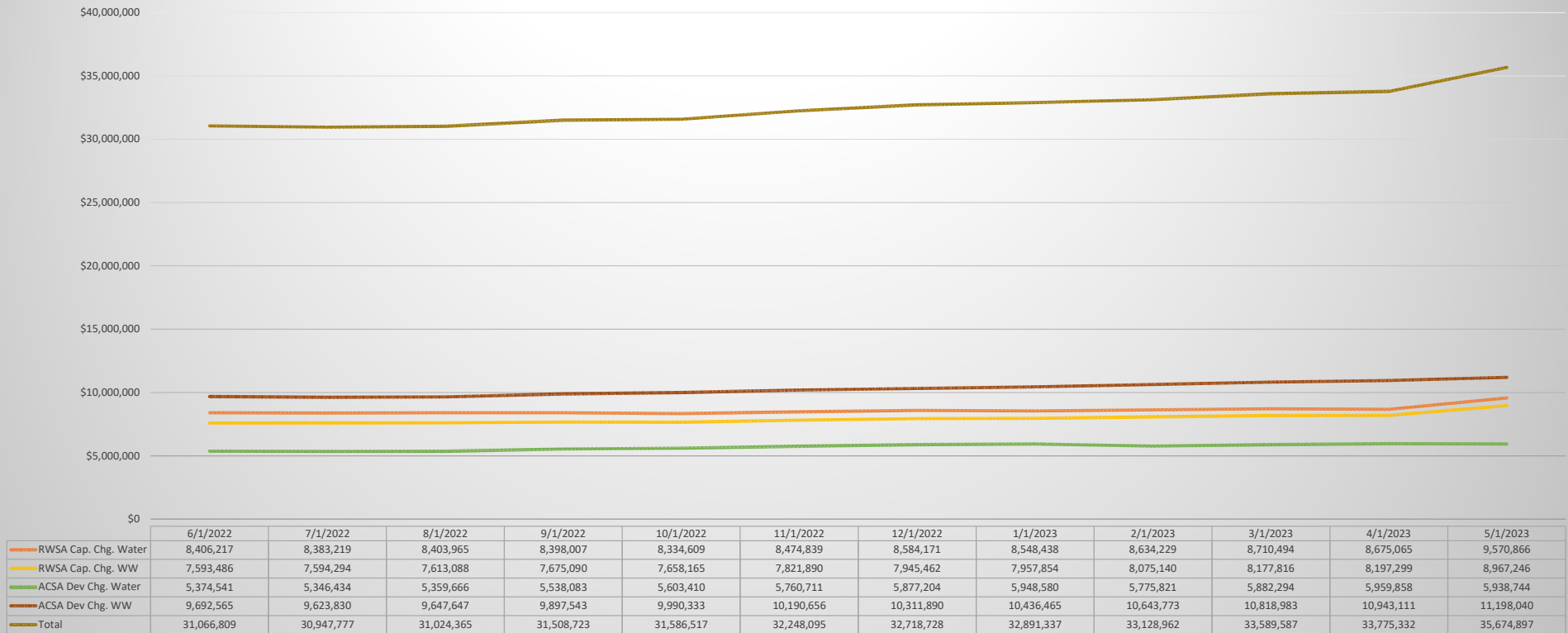
For the Month Ending **May 31, 2023**

ACSA OPERATING FUNDS - 03100100

Account Summary			
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	12,435,000.00	11,958,045.48	39.51
Supra-National Agency Bond / Note	265,000.00	265,614.54	0.88
Municipal Bond / Note	550,000.00	535,953.00	1.77
Federal Agency Mortgage-Backed Security	524,155.46	492,232.79	1.63
Federal Agency Commercial Mortgage-Backed Security	2,691,773.00	2,602,285.07	8.60
Federal Agency Collateralized Mortgage Obligation	150,000.00	146,225.59	0.48
Federal Agency Bond / Note	5,330,000.00	5,252,130.56	17.35
Corporate Note	4,960,000.00	4,839,221.18	15.99
Commercial Paper	2,600,000.00	2,550,550.60	8.43
Certificate of Deposit	1,625,000.00	1,621,681.98	5.36
Managed Account Sub-Total	31,130,928.46	30,263,940.79	100.00%
Accrued Interest		136,457.86	
Total Portfolio	31,130,928.46	30,400,398.65	
Unsettled Trades	600,000.00	575,187.60	



Capacity/System Development Reserves



Note: Additions to Capacity/System Development Reserves are from monthly connection charges, reductions to the reserves are from monthly growth related expenses/capital costs.

Albemarle County Service Authority
Connection Fee Analysis
April 2023

39

Area	April 2023 Monthly Connection Fees	April 2022 Monthly Connection Fees	\$ Change	% Change
Crozet	\$ 161,640	\$ 67,350	\$ 94,290	140%
Urban	3,042,045	661,535	2,380,510	360%
Scottsville	-	-	-	-
Total Connection fees	\$ 3,203,685	\$ 728,885	\$ 2,474,800	340%
Through April				
Area	YTD FY 2023 Connection Fees	YTD FY 2022 Connection Fees	\$ Change	% Change
Crozet	\$ 1,259,445	\$ 1,328,640	\$ (69,195)	-5%
Urban	8,891,701	5,598,752	3,292,949	59%
Scottsville	-	-	-	-
Total Connection fees	\$ 10,151,146	\$ 6,927,392	\$ 3,223,754	47%

Area	April 2023 ERC's	April 2022 ERC's	Change	% Change
Crozet	12	5	7	140%
Urban	226	50	176	352%
Scottsville	-	-	-	-
Total ERC's	238	55	183	333%
Through April				
Area	YTD FY 2023 ERC's	YTD FY 2022 ERC's	Change	% Change
Crozet	94	99	(5)	-5%
Urban	660	416	244	59%
Scottsville	-	-	-	-
Total ERC's - YTD	754	515	239	46%

Note: This analysis shows, both in dollars and ERC's, connections by month and YTD for the period under review. As noted above, connection fees are comparable to the prior year. See the "Three Year Connection Fee Comparison" for further discussion related to this change.

**Albemarle County Service Authority
Three Year Connection Fee Comparison
April 2023**

Area	April 2023 ERC's	April 2022 ERC's	April 2021 ERC's
Crozet	12	5	28
Urban	226	50	102
Scottsville	-	-	-
Total ERC's	238	55	130

Through April			
Area	YTD 2023 ERC's	YTD 2022 ERC's	YTD 2021 ERC's
Crozet	94	99	188
Urban	660	416	464
Scottsville	-	-	-
Total ERC's - YTD	754	515	652

Note: The information above present ERCs by month and YTD for the current and past two fiscal years. As noted in the YTD portion of the analysis, YTD ERCs in Fiscal Year 2023 appear reasonable considering continued development within the ACSA's service area.

**Albemarle County Service Authority
Water and Sewer Charges from the RWSA
Fiscal Year 2023**

	FY 2023	FY 2022	Increase	
	RWSA Charges	RWSA Charges	(Decrease)	
July	\$ 2,041,957	\$ 1,813,287	\$ 228,670	12.61%
August	\$ 2,042,399	\$ 1,826,679	\$ 215,720	11.81%
September	\$ 2,083,284	\$ 1,818,536	\$ 264,748	14.56%
October	\$ 2,021,265	\$ 1,854,295	\$ 166,970	9.00%
November	\$ 1,987,793	\$ 1,789,319	\$ 198,474	11.09%
December	\$ 2,025,214	\$ 1,743,520	\$ 281,694	16.16%
January	\$ 1,990,411	\$ 1,808,835	\$ 181,576	10.04%
February	\$ 1,956,978	\$ 1,764,098	\$ 192,880	10.93%
March	\$ 2,006,071	\$ 1,847,231	\$ 158,840	8.60%
April	\$ 2,013,296	\$ 1,820,145	\$ 193,151	10.61%
May	\$ 2,021,900	\$ 1,863,638	\$ 158,262	8.49%
June		\$ 1,812,590		-100.00%
	\$ 22,190,569	\$ 21,762,173		
YTD	\$ 22,190,569	\$ 19,949,583	\$ 2,240,986	11.23%

Note: The charges noted above from the RWSA include operating and debt service charges for water and sewer treatment by month.

**Albemarle County Service Authority
Consumption Analysis
Fiscal Year 2023**

	FY 2023 Consumption	FY 2022 Consumption		Monthly Precipitation (In.)	
				FY 2023	FY 2022
July	155,932,214	162,247,194	-3.89%	6.42	2.30
August	159,969,362	183,549,927	-12.85%	4.10	4.60
September	155,676,979	167,986,757	-7.33%	2.79	5.46
October	152,513,014	159,438,005	-4.34%	2.24	5.26
November	148,761,821	148,641,595	0.08%	4.52	1.01
December	134,997,083	140,551,064	-3.95%	4.60	0.26
January	138,803,649	142,192,560	-2.38%	2.32	4.04
February	126,909,570	127,434,073	-0.41%	2.87	1.81
March	134,395,216	131,636,356	2.10%	1.36	3.50
April	140,263,055	135,122,656	3.80%	4.67	3.23
May		144,519,955	-100.00%		6.04
June		150,608,842	-100.00%		4.11
	1,448,221,963	1,793,928,984		35.89	41.62
YTD	1,448,221,963	1,498,800,187	-3.37%	35.89	31.47

Note: Consumption through April 2023 is 3.37% less than the same period in fiscal year 2022. Monthly precipitation figures have been included for comparison purposes. Trends in rainfall can sometimes correlate with trends in consumption however, depending on the intensity, days between rain events, or other factors, this may not always be the case.

Note: Precipitation data obtained from National Oceanic and Atmospheric Administration (NOAA):
<https://www.ncdc.noaa.gov/cdo-web/search>.

Water and Sewer Report

April 2023

Billed (in gallons) by Area: Water Sewer

Crozet	15,606,553	14,764,381
Scottsville	964,633	722,580
Urban	123,651,888	109,430,184
Red Hill	39,981	0
Total	140,263,055	124,917,145

Billing (in gallons) by Sewer Plant:

AWT	124,194,565
less Glenmore	(3,402,111)
Urban Total	120,792,454
Scottsville	722,580
Total	121,515,034

Number of Installed Meters:

Urban	46
Crozet	11
Scottsville	0
Total	57

Metered Consumption (billed by invoice):

Urban	449,000
Crozet	2,000
Scottsville	0
Total	451,000

Unmetered Consumption:

ACSA Fire Flow Consump.	Urban	13,888
	Crozet	2,276
Total		16,164

Unmetered Leak Consumption:

North Point Lot 2	Urban	100
1053 Bristlecone Ln	Urban	3
3370 Crosscreek Pl	Urban	20
Zack Lane	Urban	500
Total		623

Billed Consumption (in gallons) for Selected Customers

	<u>Water</u>	<u>Sewer</u>
Virginia Land Holding	318,138	318,138
Southwood Mobile Homes	1,710,330	2,090,000
Turtle Creek Apts.	1,582,831	1,582,031
Barracks West Apartments	1,432,600	1,432,600
Monroe Health & Rehab.	1,038,809	1,038,809
Sunrise Senior "Colonnades"	734,641	647,341
ACRJ	908,380	867,380
Westminster Canterbury	1,228,970	1,228,970
SEMF Charleston	1,564,629	1,564,629
Martha Jefferson Hospital	1,789,941	1,429,041
Crozet Mobile Home Village	263,900	263,900
The Home Depot	153,727	153,727
County of Albemarle	1,832,461	1,388,463
University of Virginia	1,285,398	1,282,629
Wegmans	351,176	351,176

	<u>Water</u>	<u>Sewer</u>
Boar's Head Inn	297,171	285,571
Farmington, Inc.	810,477	302,696
Westgate Apts.	1,141,078	1,140,378
Abbingdon Crossing	1,652,353	1,652,353
Four Seasons Apts	1,544,952	1,544,952
Ch'ville/Alb Airport	125,006	125,742
State Farm	1,213,490	1,213,490
Hyatt @ Stonefield	396,648	396,648
Doubletree	688,727	688,727
Arden Place Apts.	451,879	451,879
Hilton Garden Inn	263,758	263,758
The Blake & Charlottesville	262,281	262,281
The Lodge @ Old Trail	238,922	238,922
Gov't-Defense Complex	571,720	571,720
Harris Teeter Stores	135,902	135,902

* indicates Industrial Discharge Permit Holders

April 2023

WATER

Class Type	Number of Connections by Area			Total
	Urban	Crozet	Scottsville	
Single-Family Residential	15,901	3,777	196	19,874
Multi-Family Residential	564	43	3	610
Commercial (Offices)	203	12	5	220
Commercial (Other)	928	76	52	1,056
Industrial	36	11	4	51
Institutional	171	32	12	215
Total Water Accounts	17,803	3,951	272	22,026
Plus Multiple Units	13,117	748	89	13,954
Total Water Units	30,920	4,699	361	35,980

SEWER

Class Type	Number of Connections by Area			Total
	Urban	Crozet	Scottsville	
Single-Family Residential	13,589	3,501	158	17,248
Multi-Family Residential	533	41	4	578
Commercial (Offices)	187	12	5	204
Commercial (Other)	722	52	44	818
Industrial	15	5	1	21
Institutional	133	25	10	168
Total Sewer Accounts	15,179	3,636	222	19,037
Plus Multiple Units	12,700	745	56	13,501
Total Sewer Units	27,879	4,381	278	32,538

POPULATION SERVED

Population served is the total Single-Family and Multi-Family units using an occupancy of 2.5 residents per unit:

	Urban	Crozet	Scottsville	Total
Total Water Customers	72,545	11,313	713	84,570
Total Sewer Customers	65,723	10,615	535	76,874

**Albemarle County Service Authority
Major Customer Analysis
April 2023 and March 2023**

	April 2023		March 2023		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
County of Albemarle	1,832,461	1,388,463	1,508,064	1,280,932	21.51%	8.39%
Turtle Creek Apts.	1,582,831	1,582,031	1,367,181	1,366,781	15.77%	15.75%
Westmisnster Canterbury	1,228,970	1,228,970	1,129,360	1,129,360	8.82%	8.82%
Martha Jefferson Hospital	1,789,941	1,429,041	1,685,692	1,357,516	6.18%	5.27%
Barracks West Apartments	1,432,600	1,432,600	1,353,800	1,353,800	5.82%	5.82%
Westgate Apts.	1,141,078	1,140,378	1,121,363	1,121,363	1.76%	1.70%
ACRJ	908,380	867,380	894,570	860,570	1.54%	0.79%
Southwood Mobile Homes	1,710,330	2,090,000	1,693,890	2,030,000	0.97%	2.96%
SEMF Charleston	1,564,629	1,564,629	1,649,276	1,649,276	-5.13%	-5.13%
Abbingtion Crossing	1,652,353	1,652,353	1,760,103	1,760,103	-6.12%	-6.12%
Four Seasons Apts.	1,544,952	1,544,952	1,741,411	1,741,411	-11.28%	-11.28%
University of Virginia	1,285,398	1,282,629	2,126,689	2,124,019	-39.56%	-39.61%

Note: Only major customers of the ACSA have been analyzed above. For purposes of this analysis, major customers are those who, on average, consume over one million gallons per month. Variations can occur for a variety of reasons including but not limited to: conscious conservation efforts, expansion, weather, vacancies, etc.

*** -- Consumption/usage in gallons.**

**Albemarle County Service Authority
Major Customer Analysis
April 2023 and April 2022**

	April 2023		April 2022		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
County of Albemarle	1,832,461	1,388,463	1,329,682	1,138,594	37.81%	21.95%
Martha Jefferson Hospital	1,789,941	1,429,041	1,421,203	1,084,203	25.95%	31.81%
Turtle Creek Apts.	1,582,831	1,582,031	1,311,950	1,307,350	20.65%	21.01%
Westminster Canterbury	1,228,970	1,228,970	1,095,540	1,095,540	12.18%	12.18%
SEMF Charleston	1,564,629	1,564,629	1,565,706	1,565,706	-0.07%	-0.07%
Westgate Apts.	1,141,078	1,140,378	1,142,935	1,141,635	-0.16%	-0.11%
Southwood Mobile Homes	1,710,330	2,090,000	1,804,000	5,159,061	-5.19%	-59.49%
Four Seasons Apts.	1,544,952	1,544,952	1,649,827	1,649,827	-6.36%	-6.36%
Barracks West Apartments	1,432,600	1,432,600	1,539,200	1,539,200	-6.93%	-6.93%
Abbingdon Crossing	1,652,353	1,652,353	1,966,133	1,966,133	-15.96%	-15.96%
ACRJ	908,380	867,380	1,089,550	1,035,550	-16.63%	-16.24%
University of Virginia	1,285,398	1,282,629	1,945,645	1,722,854	-33.93%	-25.55%

Note: Only major customers of the ACSA have been analyzed above. For purposes of this analysis, major customers are those who, on average, consume over one million gallons per month. Variations can occur for a variety of reasons including but not limited to: conscious conservation efforts, expansion, weather, vacancies, etc.

* -- Consumption/usage in gallons.

Albemarle County Service Authority

Major Customer Analysis

Year-to-date Comparison: Current Year/Prior Year -- April

	YTD FY 2023		YTD FY 2022		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
Martha Jefferson Hospital	19,383,515	12,042,635	17,803,302	10,612,202	8.88%	13.48%
Four Seasons Apts.	16,789,832	16,789,832	15,717,827	15,717,827	6.82%	6.82%
County of Albemarle	14,086,494	11,555,733	13,569,723	10,904,974	3.81%	5.97%
Abbingtion Crossing	18,402,447	18,402,447	17,768,733	17,768,733	3.57%	3.57%
Turtle Creek Apts.	13,033,749	13,005,049	12,996,650	12,976,350	0.29%	0.22%
Westgate Apts.	12,246,463	12,239,463	12,320,935	12,309,735	-0.60%	-0.57%
Barracks West Apartments	14,590,900	14,590,900	14,987,900	14,987,900	-2.65%	-2.65%
Southwood Mobile Homes	17,381,075	21,350,000	18,489,000	41,667,903	-5.99%	-48.76%
Westmisnster Canterbury	13,607,080	13,023,080	14,749,390	13,177,390	-7.74%	-1.17%
University of Virginia	17,315,868	17,276,975	22,755,056	21,836,552	-23.90%	-20.88%
SEMF Charleston	14,909,630	14,909,630	19,729,656	19,729,656	-24.43%	-24.43%
ACRJ	10,342,650	9,230,650	13,919,260	12,802,260	-25.70%	-27.90%

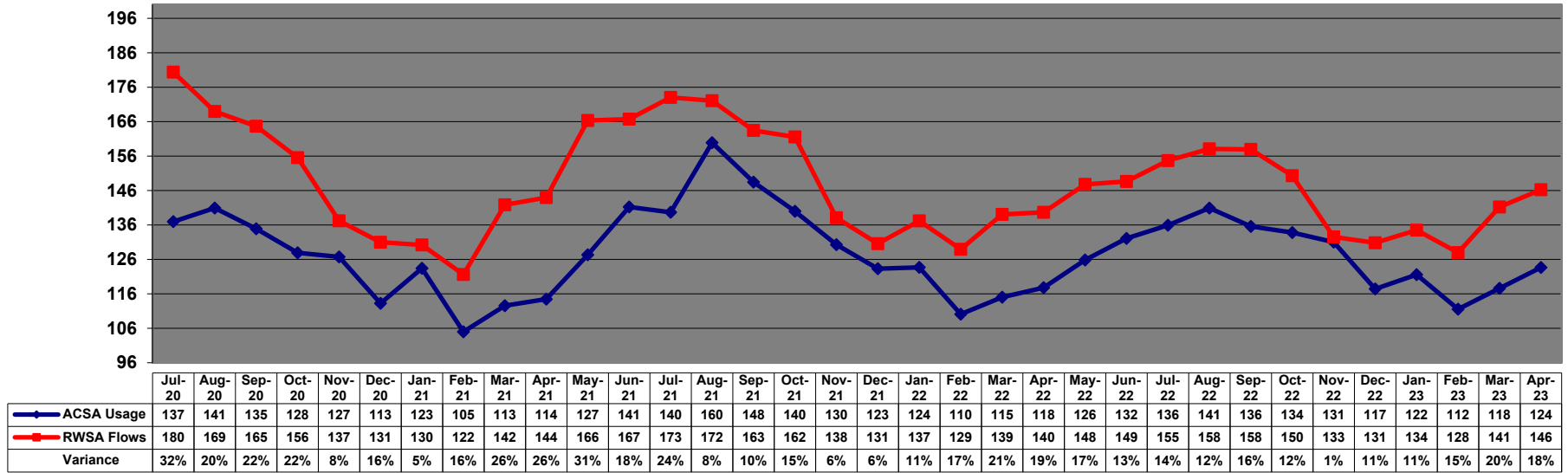
Note: Only major customers of the ACSA have been analyzed above. For purposes of this analysis, major customers are those who, on average, consume over one million gallons per month. Variations can occur for a variety of reasons including but not limited to: conscious conservation efforts, expansion, weather, vacancies, etc.

*** -- Consumption/usage in gallons.**

FY 2021, 2022, and 2023 Urban Water Comparison RWSA Flows & ACSA Customer Usage

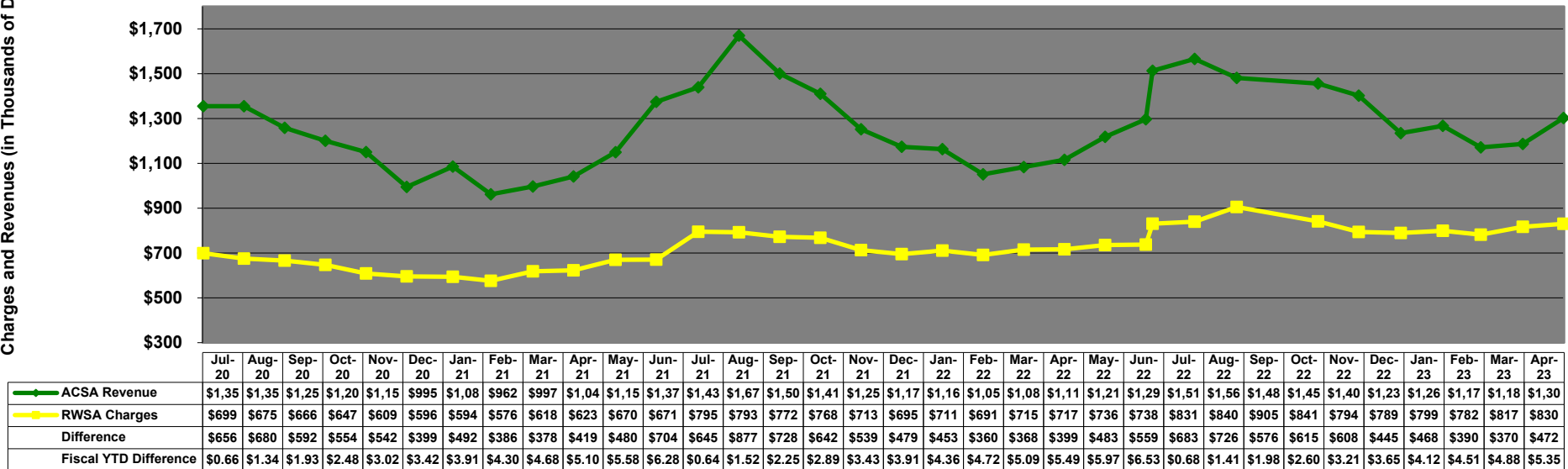
48

Flows & Usage (in Millions of Gallons)



Charges and Revenues (in Thousands of Dollars)

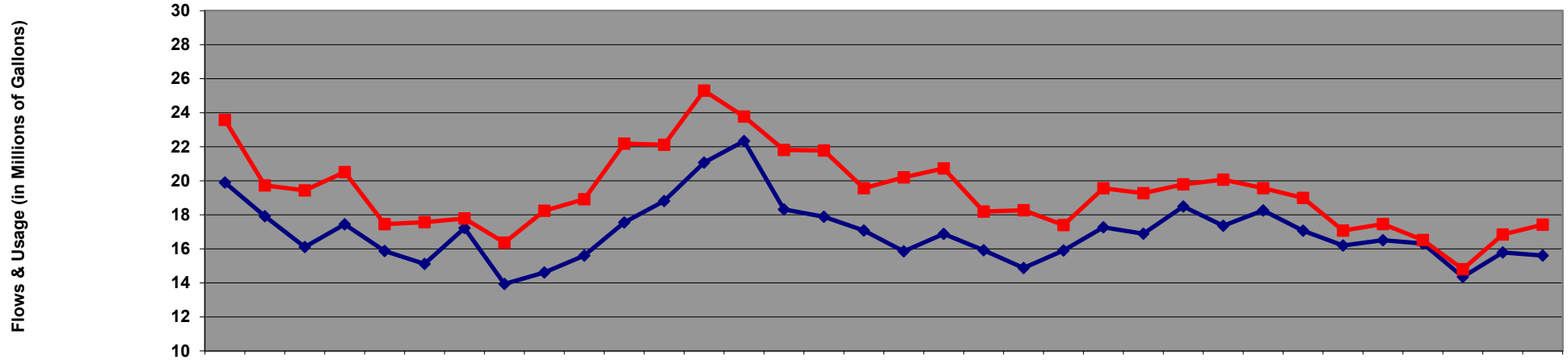
FY 2021, 2022, and 2023 Urban Water Comparison RWSA Billed Water Charges & ACSA Billed Water Revenues



Note: Fiscal YTD Difference (ONLY) in Millions of Dollars

FY 2021, 2022, and 2023 Crozet Water Comparison RWSA Flows & ACSA Customer Usage

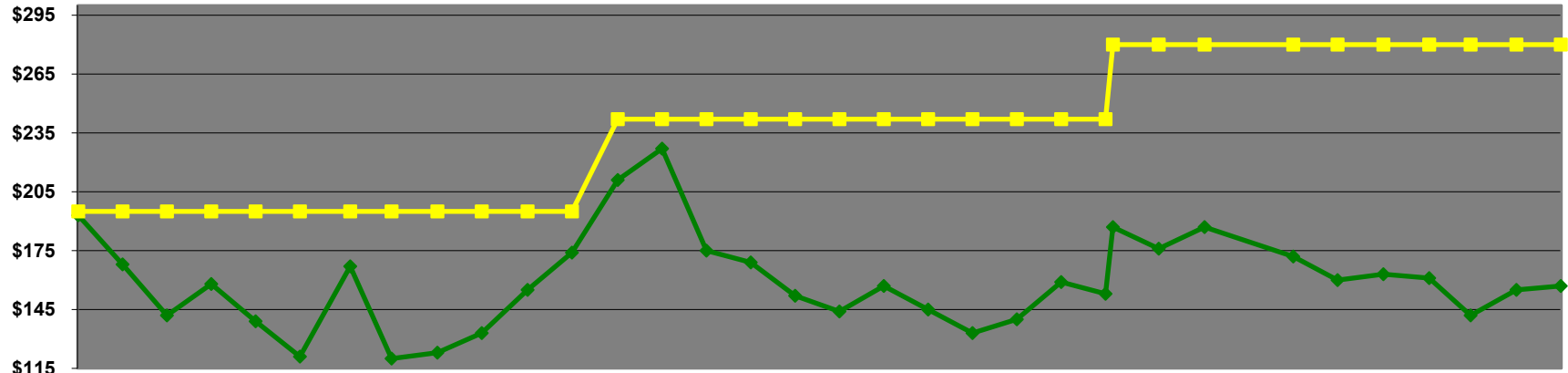
49



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23
ACSA Usage	20	18	16	17	16	15	17	14	15	16	18	19	22	25	22	18	17	16	17	16	15	16	17	17	18	17	18	17	16	17	16	14	16	16
RWSA Flows	24	20	19	21	17	18	18	16	18	19	22	22	25	24	22	22	20	20	21	18	18	17	20	19	20	20	20	19	17	17	17	15	17	17
Variance	18%	10%	21%	18%	10%	16%	3%	17%	25%	21%	26%	18%	20%	6%	19%	22%	15%	27%	23%	14%	23%	9%	13%	14%	7%	16%	7%	11%	5%	6%	1%	3%	7%	12%

FY 2021, 2022, and 2023 Crozet Water Comparison RWSA Billed Water Charges & ACSA Billed Water Revenues

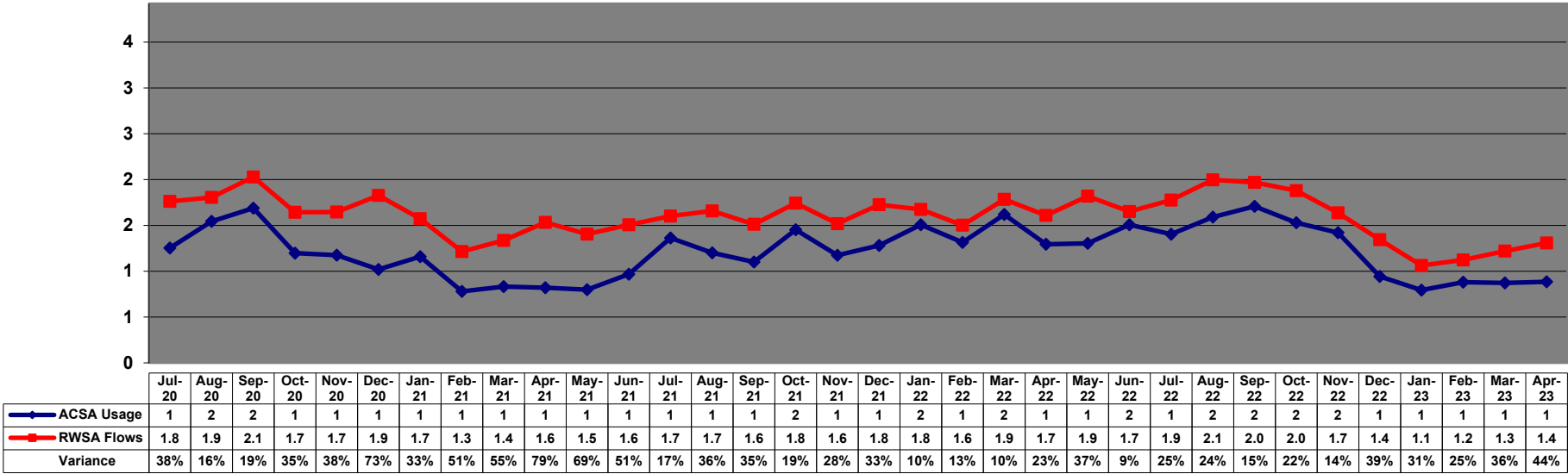
Charges and Revenues (in Thousands of Dollars)



	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23
ACSA Revenue	\$193	\$168	\$142	\$158	\$139	\$121	\$167	\$120	\$123	\$133	\$155	\$174	\$211	\$227	\$175	\$169	\$152	\$144	\$157	\$145	\$133	\$140	\$159	\$153	\$187	\$176	\$187	\$172	\$160	\$163	\$161	\$142	\$155	\$157
RWSA Charges	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$242	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280
Difference	(\$2)	(\$27)	(\$53)	(\$37)	(\$56)	(\$74)	(\$28)	(\$75)	(\$72)	(\$62)	(\$40)	(\$21)	(\$31)	(\$15)	(\$67)	(\$73)	(\$90)	(\$98)	(\$85)	(\$97)	(\$109)	(\$102)	(\$83)	(\$89)	(\$93)	(\$104)	(\$93)	(\$108)	(\$120)	(\$117)	(\$119)	(\$138)	(\$125)	(\$123)
Fiscal YTD Difference	\$0.00	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	-\$0.0	(\$0.0)	(\$0.1)	(\$0.1)	(\$0.2)	(\$0.3)	(\$0.4)	(\$0.5)	(\$0.6)	(\$0.7)	(\$0.8)	(\$0.9)	(\$0.0)	(\$0.2)	(\$0.2)	(\$0.4)	(\$0.5)	(\$0.6)	(\$0.7)	(\$0.8)	(\$1.0)	(\$1.1)

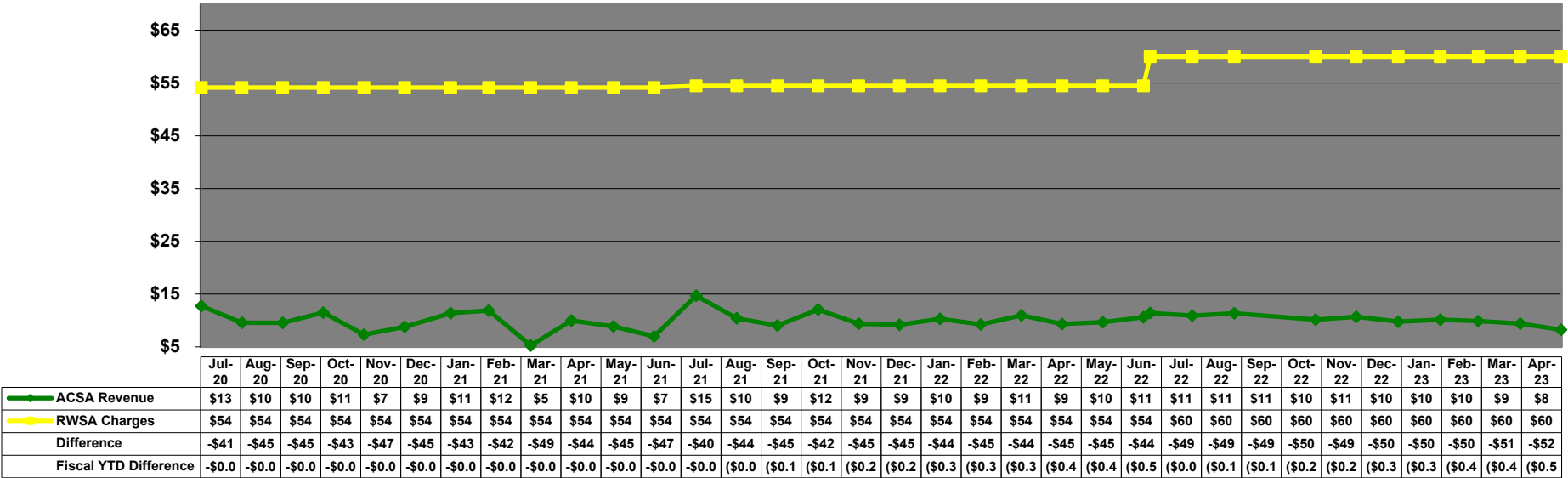
FY 2021, 2022, and 2023 Scottsville Water Comparison
RWSA Flows & ACSA Customer Usage

Flows & Usage (in Millions of Gallons)



FY 2021, 2022, and 2023 Scottsville Water Comparison
RWSA Billed Water Charges & ACSA Billed Water Revenues

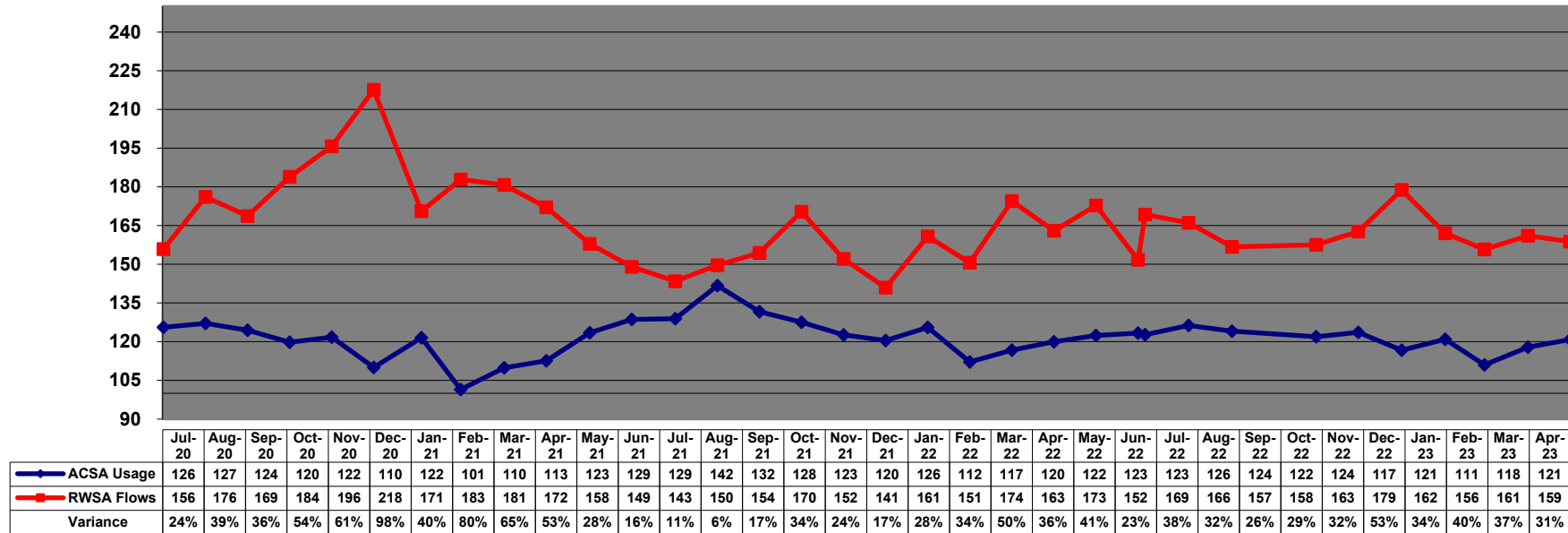
Charges and Revenues (in Thousands of Dollars)



**FY 2021, 2022, and 2023 Urban (including Glenmore) & Crozet Sewer Comparison
ACSA Customer Usage & RWSA Flows**

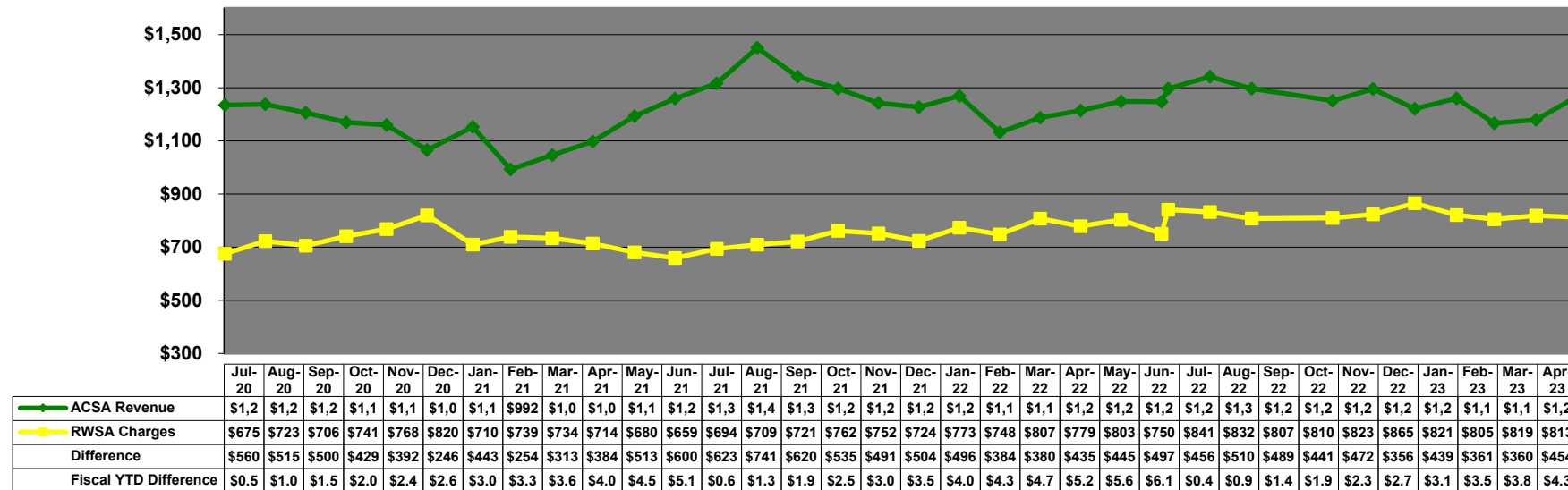
51

Usage & Flows (in Millions of Gallons)



**FY 2021, 2022, and 2023 Urban (including Glenmore) & Crozet Sewer Comparison
ACSA Billed Sewer Usage & RWSA Billed Sewer Charges**

Charges & Revenues (in Thousands of Dollars)

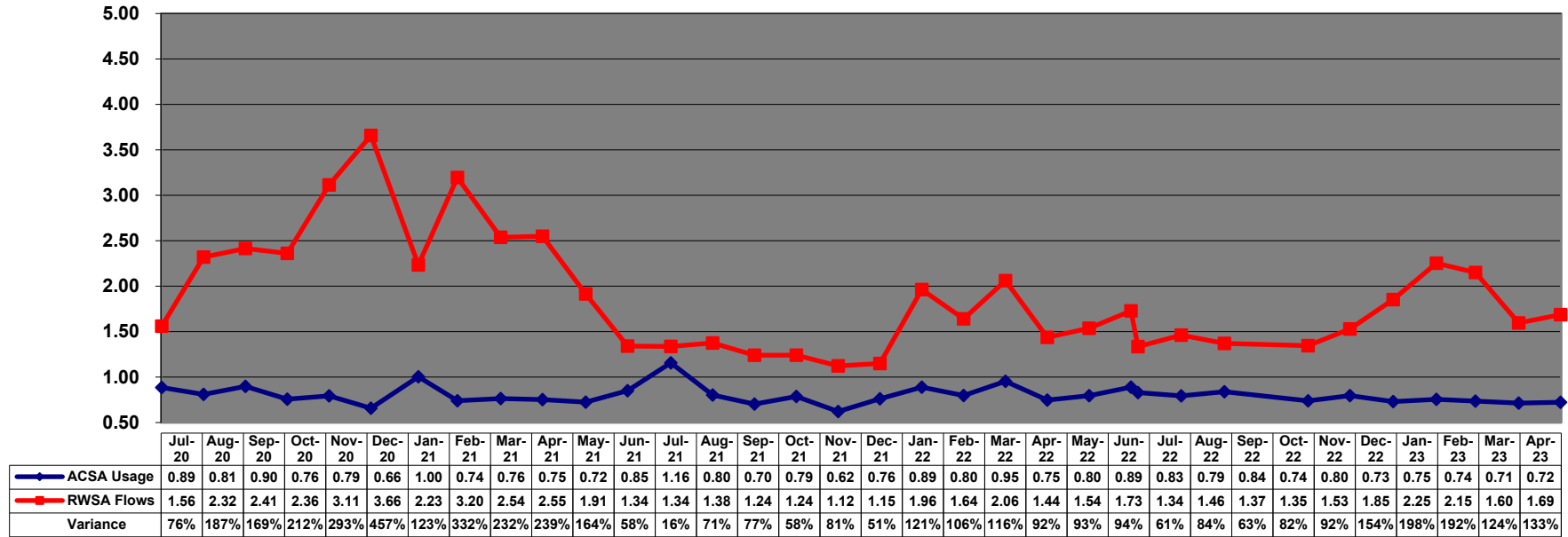


Note: Fiscal YTD Difference (ONLY) in Millions of Dollars

**FY 2021, 2022, and 2023 Scottsville Sewer Comparison
ACSA Customer Usage & RWSA Flows**

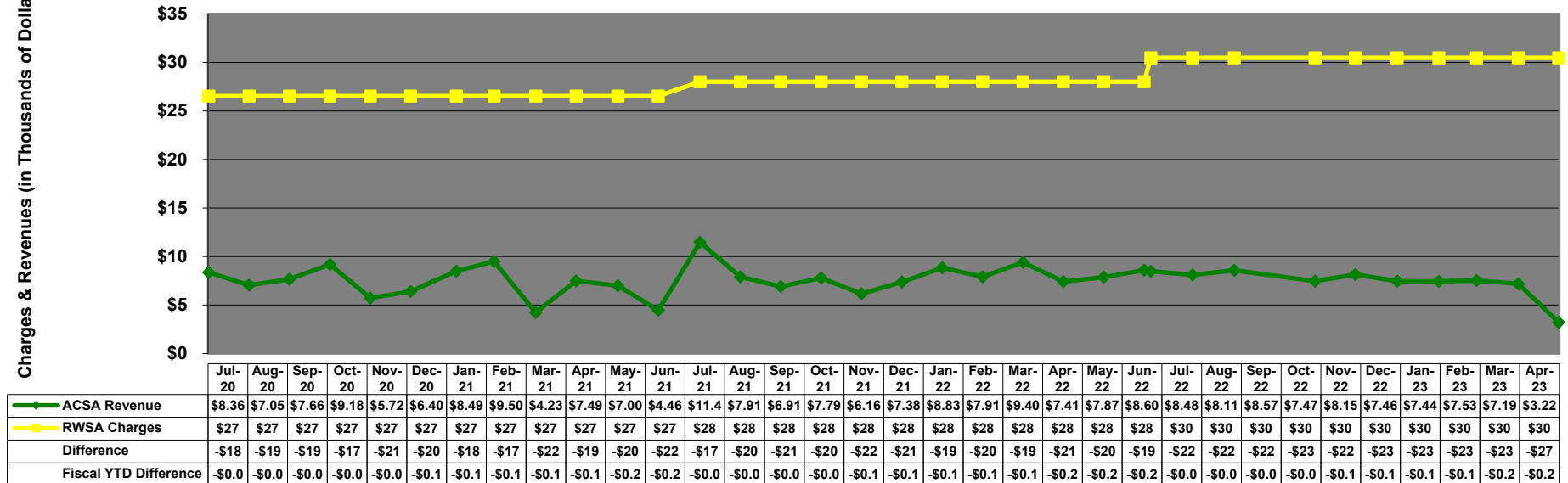
52

Usage & Flows (in Millions of Gallons)



**FY 2021, 2022, and 2023 Scottsville Sewer Comparison
ACSA Billed Sewer Usage & RWSA Billed Sewer Charges**

Charges & Revenues (in Thousands of Dollars)



Note: Fiscal YTD Difference (ONLY) in Millions of Dollars

Single-Family Residential Water Usage

(Including irrigation through exclusion, irrigation, and auxiliary meters)

	FY 2021											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	45,910,300	45,665,700	45,167,300	44,787,100	45,134,400	44,331,500	45,900,400	43,314,333	43,786,600	44,618,100	45,900,923	46,255,313
Level 2 (3,001 - 6,000 gallons)	21,030,200	19,112,200	17,329,000	16,285,100	16,315,200	14,519,300	18,251,700	12,572,600	13,283,000	14,314,500	17,440,134	19,373,374
Level 3 (6,001 - 9,000 gallons)	7,266,400	5,921,900	4,575,900	4,441,300	3,890,700	2,817,300	4,255,500	2,201,100	2,371,500	2,609,300	4,280,004	6,283,886
Level 4 (over 9,000 gallons)	9,237,400	7,302,100	4,762,100	4,978,000	3,886,400	1,744,700	2,307,000	1,477,100	1,583,000	1,631,400	3,370,714	7,573,293
Total	83,444,300	78,001,900	71,834,300	70,491,500	69,226,700	63,412,800	70,714,600	59,565,133	61,024,100	63,173,300	70,991,775	79,485,866

	FY 2022											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	45,715,768	46,650,649	45,763,766	45,032,204	45,171,862	45,419,967	45,519,835	43,528,147	44,213,375	44,847,991	45,928,802	46,038,996
Level 2 (3,001 - 6,000 gallons)	18,273,794	20,170,499	17,049,266	15,725,032	15,151,382	14,875,487	15,122,551	12,929,554	12,730,722	13,260,281	16,086,013	16,576,525
Level 3 (6,001 - 9,000 gallons)	6,123,440	7,439,890	5,100,810	4,617,427	3,808,811	2,996,781	3,076,904	2,659,279	2,230,016	2,424,233	3,744,303	4,334,397
Level 4 (over 9,000 gallons)	8,544,212	14,373,474	7,815,394	7,173,929	4,280,811	2,811,464	3,100,290	2,921,259	1,746,818	1,865,133	3,644,494	5,309,110
Total	78,657,214	88,634,512	75,729,236	72,548,592	68,412,866	66,103,699	66,819,580	62,038,239	60,920,931	62,397,638	69,403,612	72,259,028

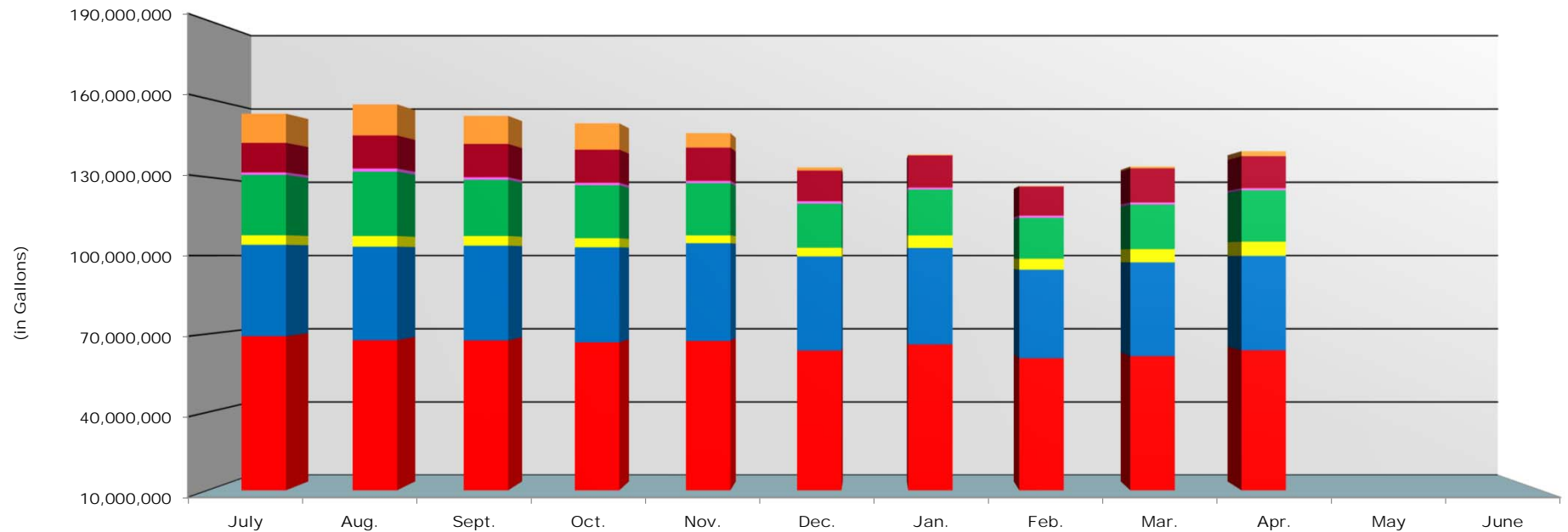
	FY 2023											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	45,599,911	45,505,082	45,632,349	45,357,143	45,992,076	45,339,022	45,820,263	44,448,040	45,016,715	45,670,222		
Level 2 (3,001 - 6,000 gallons)	16,363,636	15,612,084	15,525,446	15,374,370	15,677,968	13,744,408	14,908,443	12,546,428	13,038,674	13,819,163		
Level 3 (6,001 - 9,000 gallons)	4,849,724	4,363,645	4,161,371	4,369,132	3,918,235	2,545,163	2,943,662	2,117,866	2,182,828	2,638,653		
Level 4 (over 9,000 gallons)	7,208,522	6,639,465	6,037,842	6,071,945	4,079,700	2,079,589	2,271,075	1,540,953	1,196,536	1,979,431		
Total	74,021,793	72,120,276	71,357,008	71,172,590	69,667,979	63,708,182	65,943,443	60,653,287	61,434,753	64,107,469	-	-

System-Wide Irrigation Water Usage

(All usage measured through exclusion, irrigation, and auxiliary meters)

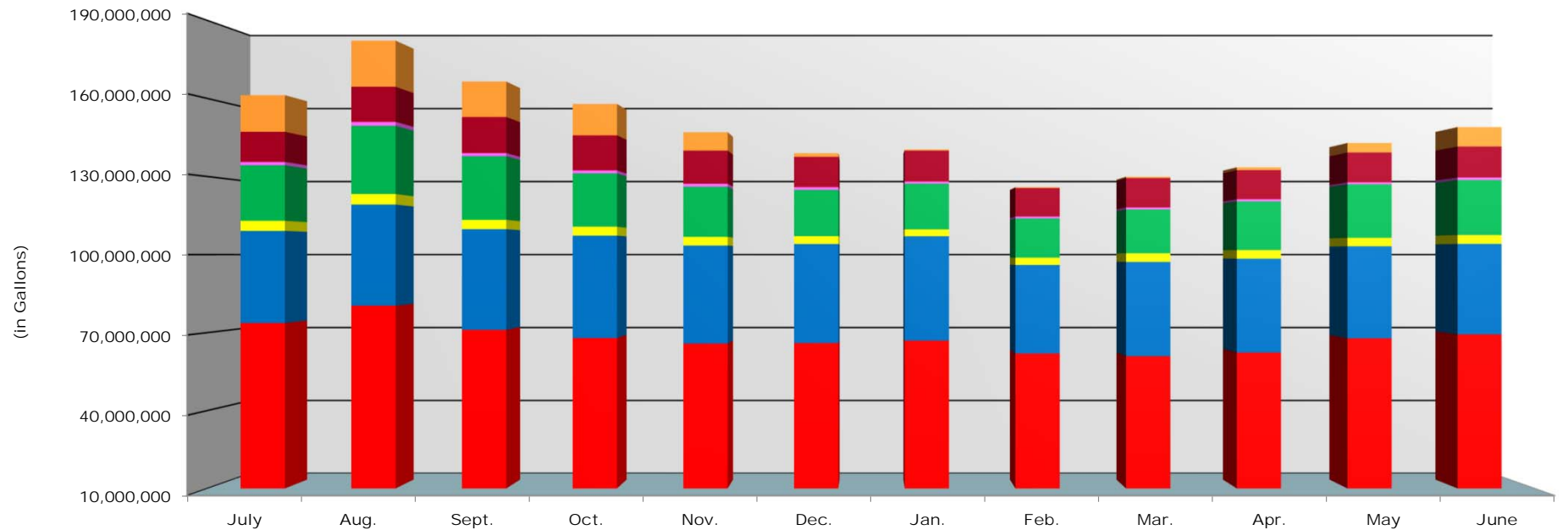
FY 2022	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	186,665	182,392	180,649	172,364	89,160	3,845	918	1,399	2,668	22,614		
Level 2 (3,001 - 6,000 gallons)	827,558	825,362	768,256	786,824	459,256	27,723	7,571	6,929	6,300	82,703		
Level 3 (6,001 - 9,000 gallons)	990,172	970,507	887,729	916,873	528,981	25,500	6,572	1,593	3,566	46,914		
Level 4 (over 9,000 gallons)	9,170,743	9,922,557	8,931,018	8,221,764	4,435,683	1,143,312	355,092	215,698	676,882	1,756,509		
Total	11,175,137	11,900,819	10,767,652	10,097,825	5,513,080	1,200,380	370,153	225,619	689,416	1,908,740	-	-

Monthly Water Consumption Fiscal Year 2023

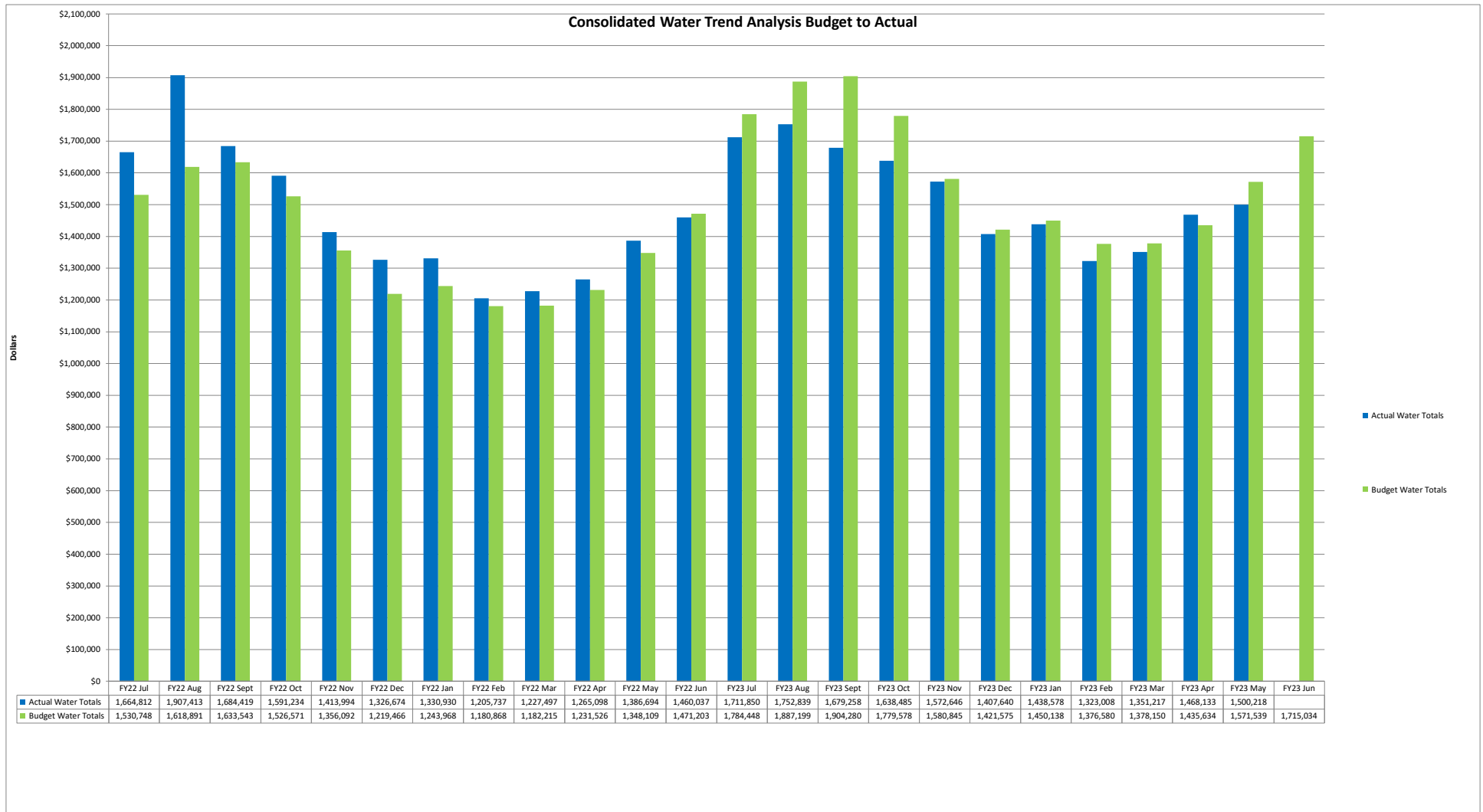


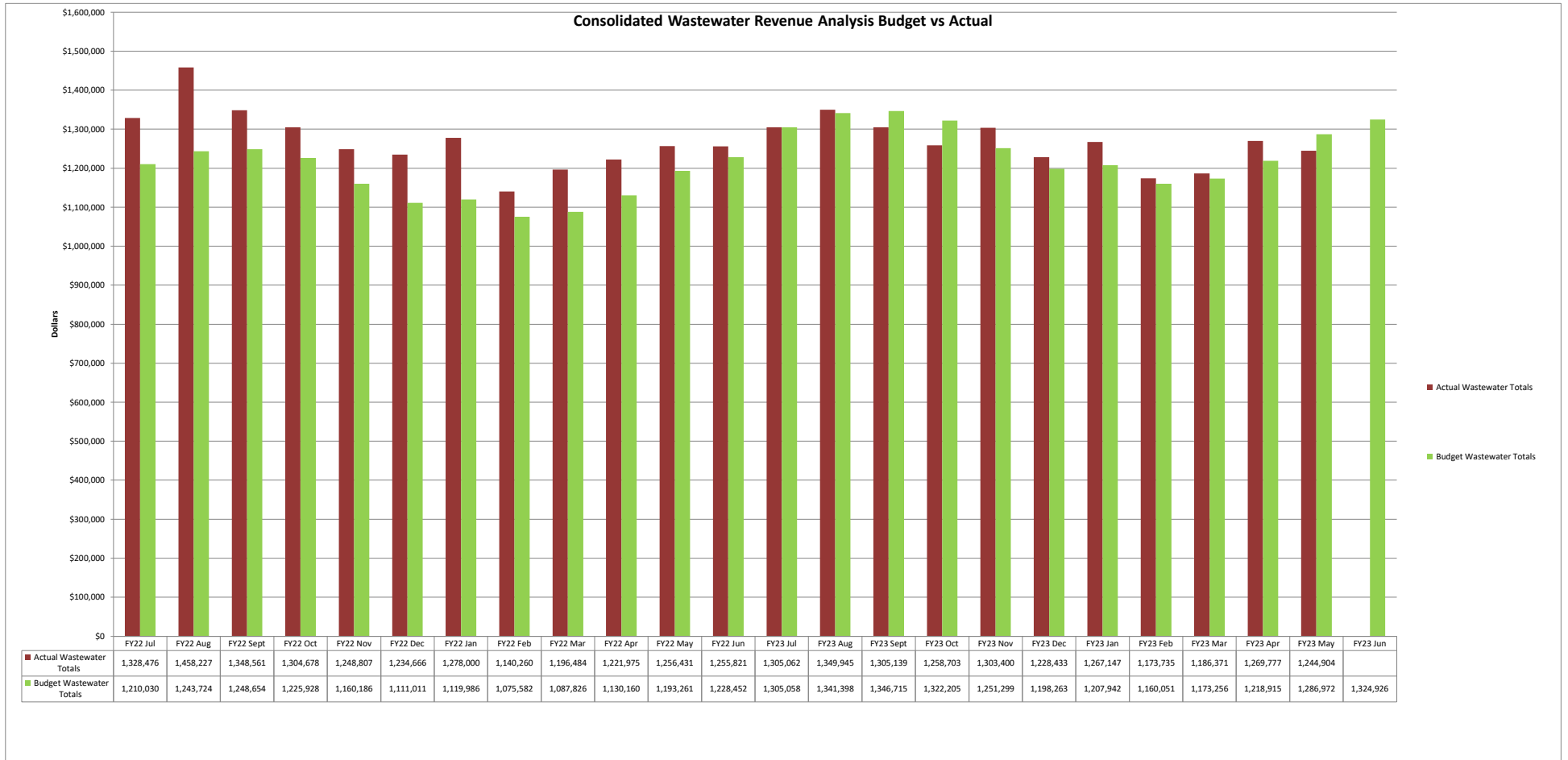
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
% Irrigation to total	7.24%	7.54%	7.02%	6.70%	3.75%	0.90%	0.27%	0.18%	0.51%	1.36%	0.00%	0.00%
Total Irrigation	11,175,137	11,900,819	10,767,652	10,097,825	5,513,080	1,200,380	370,153	225,619	689,416	1,908,740		
Institutional - Domestic Consumption	11,319,291	12,674,993	12,747,929	12,683,947	12,771,652	11,778,793	12,305,045	11,134,031	13,057,616	12,263,090		
Industrial	939,061	1,164,077	948,893	933,427	833,612	906,243	709,399	816,705	829,201	805,519		
Comm. (Other) - Domestic Consumption	23,118,746	24,680,610	21,554,311	20,295,040	20,004,641	16,893,115	17,593,408	15,700,570	17,024,057	19,665,123		
Offices - Domestic Consumption	3,674,283	4,083,421	3,700,076	3,470,304	3,043,916	3,329,037	4,809,082	4,181,660	5,081,625	5,429,341		
MFR - Domestic Consumption	34,974,805	35,804,051	36,296,110	36,410,800	37,401,009	36,056,416	36,927,115	33,914,329	35,931,334	36,171,544		
SFR - Domestic Consumption	69,126,793	67,577,187	67,479,481	66,746,613	67,286,795	63,599,125	65,965,821	60,663,343	61,452,363	63,693,336		

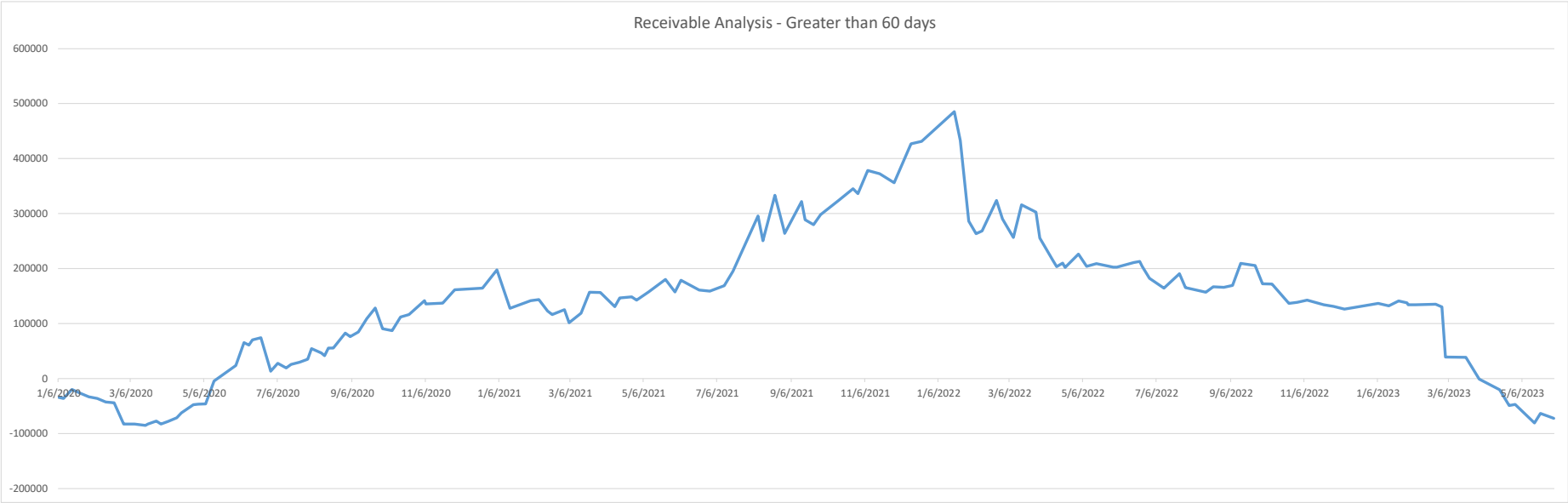
Monthly Water Consumption Fiscal Year 2022



	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
% Irrigation to total	8.73%	9.74%	8.19%	7.63%	4.82%	1.01%	0.34%	0.28%	0.38%	0.79%	2.57%	5.03%
Total Irrigation	14,081,507	17,746,655	13,631,436	12,050,529	7,093,317	1,406,778	470,655	357,324	497,487	1,058,531	3,669,728	7,491,053
Institutional - Domestic Consumption	11,582,738	13,489,815	13,865,774	13,494,096	12,724,964	11,630,981	11,883,862	10,962,679	11,319,135	11,212,974	11,454,262	11,915,469
Industrial	1,262,587	1,519,053	1,193,165	1,128,786	1,121,916	1,050,113	810,668	718,305	787,267	845,945	751,304	951,318
Comm. (Other) - Domestic Consumption	21,372,075	26,208,337	24,479,570	20,510,511	19,291,182	17,778,992	17,574,070	15,092,224	16,832,508	18,691,391	20,575,249	21,115,992
Offices - Domestic Consumption	3,879,956	4,069,097	3,591,164	3,441,196	3,335,735	3,025,301	2,634,609	2,778,047	3,334,693	3,305,569	3,261,990	3,439,334
MFR - Domestic Consumption	35,402,612	38,868,005	38,709,217	39,341,545	37,682,580	38,067,253	40,137,903	34,042,165	36,211,107	36,066,312	35,359,564	34,760,663
SFR - Domestic Consumption	73,692,893	80,350,479	71,047,224	67,925,415	65,790,587	65,994,951	66,908,674	61,974,946	60,946,308	62,355,766	67,822,510	69,331,219







Albemarle County Service Authority
May 2023 Payments

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION OVER \$5,000
Wire	05/05/2023	Rivanna Water & Sewer Authority	2,013,296.34	Monthly Invoices Bulk Water & Sewer Trmnt
66098	05/15/2023	Commonwealth Excavating	280,728.97	Jefferson Village WMRP
ACH	05/15/2023	Payroll	163,541.92	Net Pay
ACH	05/31/2023	Payroll	159,704.43	Net Pay
66127	05/15/2023	M C Dean Incorporated	129,906.30	SCADA Phase 3 SPO
66024	05/01/2023	East Coast Utility Contractors	119,795.00	Sewer Pump Station Commintors
66138	05/15/2023	Prism Contractors	106,502.64	FY 22 Sewer Rehabilitation
66039	05/01/2023	Linco Incorporated	87,096.06	Woodbrook Force Main Replacement
66060	05/01/2023	Tyler Technologies Incorporated	77,841.00	SAAS Services
470574626	05/15/2023	IRS - Federal Tax Deposit	62,293.18	Payroll
471537950	05/31/2023	IRS - Federal Tax Deposit	58,808.69	Payroll
Wire	05/27/2023	The Bank of New York Mellon	43,288.40	Debt Service
470574625	05/31/2023	County of Albemarle	37,641.00	Payroll
471537949	05/31/2023	County of Albemarle	37,560.36	Payroll
66067	05/01/2023	Whitman, Requardt & Assoc LLP	37,227.20	Scottsville Phase 4 Design
66099	05/15/2023	Core & Main LP	30,725.64	Inventory - Meter iPerl
470574622	05/31/2023	Virginia Retirement System	30,428.49	Payroll
66016	05/01/2023	Core & Main LP	30,252.00	Inventory - Meter Radio MXU 520M
471537946	05/31/2023	Virginia Retirement System	29,836.43	Payroll
66118	05/15/2023	Harrisonburg Construction	24,310.50	Security Improvements Priority One
66108	05/15/2023	E Source Companies LLC	23,260.20	AMI Project
66046	05/01/2023	Paymentus Corporation	18,997.47	Transaction Fees
66088	05/15/2023	Better Living Incorporated	18,232.50	Replace 6 ACSA Office exterior doors
66086	05/15/2023	Bank of America	17,443.06	Supplies, Memberships, Tools, Travel, Sftwre
66100	05/15/2023	Cornwell Engineering Group	16,809.89	Glenmore Water Quality
66065	05/01/2023	Virginia Department of Health	16,203.75	VDH Waterworks Operation Fee
66021	05/01/2023	Dewberry Engineers Incorporated	14,243.00	Avon Maint. Yard Design
66110	05/15/2023	Fifth Asset Inc	13,700.00	Debtbook Implementation
66104	05/15/2023	Daly Computers Incorporated	13,594.00	Access Control Items, Cabling and Install
66139	05/15/2023	Raftelis Financial Consultants Inc	10,452.00	Executive Recruitment Services
470574627	05/15/2023	Virginia Dept of Taxation	10,438.15	Payroll
66034	05/01/2023	Fortiline Incorporated	10,187.91	Inventory - Ranger Parts
471537951	05/31/2023	Virginia Dept of Taxation	9,839.77	Payroll
66056	05/01/2023	Tencarva Machinery Co LLC	9,175.70	T4A3S Super T Rotating Assembly Glenmore
66130	05/15/2023	Mansfield Oil Company of Gainesville	9,155.13	Monthly Fuel
66112	05/15/2023	Flora Pettit PC	8,225.00	General Representation
66035	05/01/2023	Generator Service Company Inc	7,650.00	Generator Load Bank Testing
66023	05/01/2023	E Source Companies LLC	7,443.05	AMI Project
66159	05/15/2023	Cellco Partnership	7,223.08	Monthly Cellular Service
66044	05/01/2023	Ramboll Americas Engineering	6,924.00	Northfields Water Main Replacement
66033	05/01/2023	Flora Pettit PC	5,993.00	General Representation
66133	05/15/2023	Networks 2000	5,644.90	Extended Server Warranties
470574624	05/15/2023	Valic	5,145.00	Payroll
66145	05/15/2023	RSG Landscaping LLC	5,142.19	Landscaping
471537948	05/31/2023	Valic	5,125.00	Payroll
66027	05/01/2023	EWT Holdings III Corporation	5,122.10	Bioxide Delivery
66107	05/15/2023	Dominion Energy Virginia	4,792.29	
470574621	05/15/2023	Nationwide	3,842.15	
471537945	05/31/2023	Nationwide	3,842.15	
66025	05/01/2023	Ed's Floor Care Services LLC	3,703.33	
66163	05/15/2023	Michael Sean McGill	3,500.00	
470574620	05/15/2023	ICMA Membership Renewals	3,182.18	
471537944	05/31/2023	ICMA Membership Renewals	3,082.18	
66047	05/01/2023	U S Bancorp Asset Management Inc	3,003.94	
66054	05/01/2023	S L Williamson Company Inc	2,620.73	
66019	05/01/2023	Culver Company LLC	2,288.64	

66061	05/01/2023	UniFirst Corporation	2,085.44
66109	05/15/2023	Ferguson US Holdings Inc	2,052.14
66125	05/15/2023	Lowe's	2,020.07
66152	05/15/2023	Tencarva Machinery Co LLC	2,014.20
66121	05/15/2023	Hawkins-Graves Incorporated	1,961.89
66063	05/01/2023	UVA-WorkMed	1,920.00
66015	05/01/2023	Comcast	1,845.31
66250	05/31/2023	Guardian	1,790.78
471537952	05/31/2023	Flexible Benefit	1,740.00
470574628	05/15/2023	Flexible Benefit	1,736.00
66040	05/01/2023	Mailing Services of Virginia	1,714.80
66158	05/15/2023	UniFirst Corporation	1,706.57
66253	05/31/2023	Minnesota Life Insurance Co	1,656.53
66022	05/01/2023	Dominion Energy Virginia	1,655.51
470574629	05/15/2023	ACSA Flexible Spending	1,601.15
471537953	05/31/2023	ACSA Flexible Spending	1,601.15
66144	05/15/2023	Rivanna Water & Sewer Authority	1,532.58
66050	05/01/2023	Rappahannock Electric Cooperative	1,509.75
66115	05/15/2023	Freeman Industries Inc	1,500.00
66028	05/01/2023	Faulconer Construction	1,477.52
66160	05/15/2023	VA Utility Protection Service Inc	1,367.10
66049	05/01/2023	Prism Contractors	1,291.86
66026	05/01/2023	EGGC LLC	1,116.00
66149	05/15/2023	Southwest Distributors LLC	1,088.40
66247	05/31/2023	ACAC	959.00
66128	05/15/2023	Mailing Services of Virginia	892.08
470547623	05/31/2023	AFLAC	813.33
471537947	05/31/2023	AFLAC	813.33
66132	05/15/2023	McCarthy Tire Service	802.32
66009	05/01/2023	Campbell Equipment Inc	797.98
66038	05/01/2023	LB Technology Incorporated	751.50
66052	05/01/2023	Rexel USA Incorporated	742.14
66101	05/15/2023	County of Albemarle	740.52
66155	05/15/2023	Keith Loren Mann	700.00
66064	05/01/2023	VACORP	684.64
66081	05/15/2023	Carsons LLC	658.89
66014	05/01/2023	Comcast	640.05
66113	05/15/2023	Fortiline Incorporated	639.51
66043	05/01/2023	Moore's Electrical & Mechanical	570.00
66017	05/01/2023	Crown Castle	530.45
66161	05/15/2023	Protocol SSD Corporation	500.86
66068	05/01/2023	William A Wells	490.00
66147	05/15/2023	S L Williamson Company Inc	484.84
66143	05/15/2023	Rivanna Solid Waste Authority	471.00
66252	05/31/2023	Herbert Beskin Trustee	469.50
66134	05/15/2023	ODP Business Solutions LLC	458.01
66053	05/01/2023	Casey Robinson	399.63
66164	05/15/2023	Treasurer of Virginia	398.40
66256	05/31/2023	Treasurer of Virginia	398.40
66087	05/15/2023	Barton Malow Company	394.90
66018	05/01/2023	Cues Incorporated	385.64
66030	05/01/2023	Ferguson US Holdings Inc	376.83
66020	05/01/2023	Harris Systems USA Incorporated	360.00
66000	05/01/2023	Advance Stores Company Inc	348.55
66254	05/31/2023	Piedmont Family YMCA	346.50
66008	05/01/2023	Deborah Buynak	340.48
66006	05/01/2023	Breeden Construction	336.03
66005	05/01/2023	Appalachian Power	335.69
66102	05/15/2023	Culver Company LLC	333.41

66120	05/15/2023	Hathaway Solutions LLC	322.70
66124	05/15/2023	L/B Water Service Incorporated	315.70
66103	05/15/2023	Lee Enterprises Incorporated	304.60
66007	05/01/2023	Brink's Incorporated	303.32
66090	05/15/2023	Brink's Incorporated	301.34
66142	05/15/2023	Rexel USA Incorporated	300.56
66114	05/15/2023	Frank & Associates Incorporated	300.00
66157	05/15/2023	U. S. Bank	291.67
66080	05/15/2023	Advance Stores Company Inc	287.23
66010	05/01/2023	MWP Supply Incorporated	274.00
66066	05/01/2023	Water Works Incorporated	268.90
66004	05/01/2023	American Pest Incorporated	250.00
66136	05/15/2023	Maria Peralata	243.69
66255	05/31/2023	Snap Fitness	239.76
66059	05/01/2023	Troy's Auto & Diesel LLC	234.15
66029	05/01/2023	FedEx	226.91
66148	05/15/2023	Safeware Incorporated	218.44
66141	05/15/2023	Republic Services	210.54
66095	05/15/2023	BRC Enterprises Incorporated	209.25
66051	05/01/2023	Red Wing Business Advantage Accou	200.00
66140	05/15/2023	Red Wing Brands of	200.00
66137	05/15/2023	Performance Signs LLC	195.00
66126	05/15/2023	Luck Stone Corporation	192.40
66031	05/01/2023	Fisher Auto Parts Incorporated	191.04
66011	05/01/2023	Independent Battery Retailers of Am	180.40
66105	05/15/2023	Harris Systems USA Incorporated	180.00
66162	05/15/2023	Water Environment Federation	175.00
66079	05/15/2023	John R V Mayo	168.00
66041	05/01/2023	Whitney Mallory	161.28
66045	05/01/2023	ODP Business Solutions LLC	155.78
66048	05/01/2023	W & H Resources Incorporated	149.00
66123	05/15/2023	Price Chevrolet Company	142.00
66001	05/01/2023	Carsons LLC	140.00
66129	05/15/2023	Malloy Ford	137.01
66057	05/01/2023	TSRC Incorporated	135.55
66151	05/15/2023	Macro Retailing LLC	134.99
66251	05/31/2023	The Gym	130.00
66083	05/15/2023	American Pest Incorporated	118.00
66122	05/15/2023	James River Communications Inc	114.50
66094	05/15/2023	Culpeper Auto Parts Incorporated	112.23
66111	05/15/2023	Flexible Benefit Administrators Inc	112.00
66058	05/01/2023	Thomas Jefferson Soil &	100.00
66084	05/15/2023	Aqua Air Laboratories Inc	100.00
66062	05/01/2023	University Tire & Auto	81.95
66085	05/15/2023	Augusta Cooperative Farm Bureau	76.90
66106	05/15/2023	Document Destruction of	69.95
66002	05/01/2023	Albemarle Lock & Safe Company	60.00
66003	05/01/2023	BPB Holding Corporation	59.40
66131	05/15/2023	Martin Hardware Company Inc	52.11
66012	05/01/2023	Checkfree Pay	52.00
66153	05/15/2023	TSRC Incorporated	47.97
66055	05/01/2023	Specialty Fasteners of	42.36
66032	05/01/2023	Flexible Benefit Administrators Inc	41.25
66037	05/01/2023	Price Chevrolet Company	40.00
66092	05/15/2023	MWP Supply Incorporated	40.00
66248	05/31/2023	Anytime Fitness-Pantops	40.00
66249	05/31/2023	Anytime Fitness - Zion VA	40.00
66093	05/15/2023	Central Virginia Electric Cooperative	35.18
66036	05/01/2023	Gingerich Outdoor Power Spec	33.98

66150	05/15/2023	Specialty Fasteners of	33.52
66013	05/01/2023	City of Charlottesville	32.16
66135	05/15/2023	Peter P Pellechia	30.78
66116	05/15/2023	Gingerich Outdoor Power Spec	24.99
66117	05/15/2023	W W Grainger Incorporated	23.64
66096	05/15/2023	City of Charlottesville	22.28
66146	05/15/2023	Ryan Homes	20.08
66156	05/15/2023	Troy's Auto & Diesel LLC	20.00
66089	05/15/2023	Jim M Bonner	9.93
66091	05/15/2023	Jing Cao	9.50
66154	05/15/2023	Thryv Incorporated	6.50
66082	05/15/2023	Albemarle Lock & Safe Company	6.00
66042	05/01/2023	Martin Hardware Company Inc	5.85
66097	05/15/2023	Andres Clarens	5.58
66119	05/15/2023	Hasbrouck Management	1.07
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ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: FY 2023 Capital Improvement Program (CIP) Report STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering	AGENDA DATE: June 15, 2023 CONSENT AGENDA: ACTION: ■ INFORMATION: ■ ATTACHMENTS: YES
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BACKGROUND: Monthly CIP Memo including a status report on active CIP Projects and a list of Active Private Development Projects.

DISCUSSION:

- Questions about the status of active CIP Projects.
- Questions about the status of active Private Development Projects.

BUDGET IMPACT: None.

RECOMMENDATIONS: None.

BOARD ACTION REQUESTED: Approval of the Consent Agenda.

ATTACHMENTS:

- Monthly CIP Report
- List of Active Private Development Projects

Albemarle County Service Authority (ACSA)
Capital Improvement Project Report
June 2023

1. Risk Assessment Improvements Phase 1 (Account Code 1621):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Construction
Percent Complete:	85%
Contractor:	Harrisonburg Construction Co., Inc. (HCC)
Construction Start:	November 2022
Completion:	July 2023
Total Budget:	\$1,221,950
Appropriated Funds:	\$1,222,048

Project Description - After the attacks of September 11, 2001, industry leaders were tasked by the federal government to prioritize requirements for the protection of the nation's critical infrastructure. The Water Sector, encompassing both water and wastewater, was one of the categories /identified that were expected to remain resilient and continue operating regardless of emergency events. As part of the on-going preparedness program for the ACSA to remain resilient a Vulnerability Assessment was completed in conjunction with our community partners. All our critical assets were analyzed for risks caused by both natural and human-made hazards, using the AWWA Standard J100: *Risk and Resilience Management of Water and Wastewater Systems*. The result was a report to establish mitigation measures to lower risks and increase resiliency. Some mitigation measures have already been completed with others phased over upcoming fiscal years based upon priority.

6/5/2023: The installation of tank ladder security covers at the Mosby Mountain and Ashcroft Upper Tanks are complete.



2. Energy Audit (Account Code 1625):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Study
Percent Complete:	100%
Contractor:	ACSA Facilities Group
Construction Start:	June 2023
Completion:	October 2023
Total Budget:	\$390,000
Appropriated Funds:	\$296,000

Project Description - This project will consist of a comprehensive energy audit of the Operations Center and all pump stations. It will evaluate current energy consumption and the factors that drive it, as well as an analysis of utility rate structures to identify potential cost savings. Surveys will be conducted of all systems, including operation and maintenance procedures to determine where energy conservation can be improved.

6/5/2023: The Final Report has been reviewed and approved by ACSA staff. This project will now transition into the Construction Phase to include replacement of the hot water heater and the installation of the first vehicle charging station, both at the Spotnap Facility.

3. Avon Operations Center (Account Code 1622):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2023
Completion:	2025
Total Budget:	\$4,315,000
Appropriated Funds:	\$634,312

Project Description - As part of the Operations Center Expansion Study our consultant reviewed all properties owned by the ACSA that could be utilized as we grow. The Avon Street property has long been held as a future location to build additional facilities in a central location, as needed. The current Maintenance Yard at our Operations Center is becoming overcrowded with equipment and materials, causing us to locate some equipment and larger materials in the former ACSA Maintenance Yard at the Crozet Water Treatment Plant, which we lease from RWSA. This project will begin to develop the Avon Street property into a much larger vehicle and materials storage facility, including a training area for our equipment operators.

6/5/2023: SRC and Building Permit documents have been submitted to the County for review. The four easement plats have also been submitted to the County for review. Dominion Energy has provided the final pole relocation cost to the ACSA and are in the process of confirming appropriate easements already exist for the work. Dewberry has prepared a proposal for

additional design, bidding, and construction phase services. A Board Authorization is proposed for this project.

4. Four-Story Backflow Prevention Assembly Retrofit (Account Code 1765):

Consultant:	ACSA/Dewberry Engineers, Inc. (Dewberry)
Project Status:	Construction
Percent Complete:	33%
Contractor:	Foothill Irrigation
Construction Start:	February 2023
Completion:	June 2023
Total Budget:	\$348,000
Appropriated Funds:	\$360,295

Project Description - In late 2018 ACSA staff became aware of four-story residential structures being constructed without proper backflow prevention devices. Section 8 of the ACSA Rules and Regulations details the ACSA Backflow Prevention Program. This program is in accordance with 12VAC5-590-570 through 12VAC5-590-630 of the Virginia Waterworks Regulations. The Containment Policy in 12VAC5-590-610 outlines the requirement for a backflow prevention (BFP) assembly on the domestic water service line to high rise structures, defined as four (4) or more stories.

6/5/2023: Foothill Irrigation is scheduled to resume backflow prevention assembly installations the week of June 5, 2023. There are currently 54 assemblies remaining to be installed.

5. Scottsville Phase 4 Water Main Replacement (Account Code 1758):

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2024
Completion:	2026
Total Budget:	\$5,004,900
Appropriated Funds:	\$499,410

Project Description - This project continues our systematic program to replace undersized and deteriorating asbestos-cement and cast-iron water mains throughout our water systems. Roads impacted by water replacement work include James River Road, Warren Street, Hardware Street, Moores Hill, and the downtown streets of Page, Bird, and West Main. This project requires extensive coordination with the Rivanna Water and Sewer Authority (RWSA) as it includes the replacement of their asbestos-cement water main along James River Road.

5/8/2023: Test hole excavation and geotechnical boring efforts have been completed and information has been provided to WRA for incorporation into the design documents. ACSA staff is currently reviewing the first round of easement plats prior to deed preparation.

6. Ragged Mountain Phase 1 Water Main Replacement (Account Code 1760):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	TBD based on VDOT Bridge Replacement
Completion:	TBD
Total Budget:	\$951,400
Appropriated Funds:	\$124,975

Project Description - This project will replace the oldest active water main remaining in our system serving residents along Reservoir Road. This cast iron pipe is over 90 years old and is severely tuberculated, which greatly reduces the flow capacity in this section.

6/5/2023: ACSA staff met with Dewberry to discuss next steps on this project since VDOT's Morey Creek Bridge Replacement Project is on hold indefinitely. Dewberry has prepared a proposal for geotechnical investigations and a technical memorandum evaluating additional design options. A Board Authorization is proposed for this project.

7. Crozet Phase 4 Water Main Replacement (Account Code 1756):

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	100%
Contractor:	Undetermined
Construction Start:	2023
Completion:	2025
Total Budget:	\$6,183,500
Appropriated Funds:	\$588,156

Project Description - Our Strategic Plan calls for the eventual replacement of all asbestos-cement and PVC (pre-1990) water mains in our system, as they are older and made of a weaker material than the current industry norm. This project continues our systematic program to replace the aging and undersized asbestos-cement and PVC water mains in the Crozet Water System. Roads impacted by water replacement work include Crozet Avenue (Route 240), Rockfish Gap Turnpike (Route 250), Hillsboro Lane, Brownsville Road, and the neighborhood streets in Park View. This is the fourth of five phases that have been defined to carry out these improvements.

6/5/2023: The WPO plans have been submitted to the County for review. Final approval cannot be granted until all easements have been obtained. Following authorization of the condemnation resolution for the acquisition of the sole remaining easement, final offer letters were served to two separate locations owned by the property owner. The ACSA has provided a response deadline of June 30, 2023, in hopes of resolving this matter.

8. Northfields Water Main Replacement (Account Code 1764):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Design
Percent Complete:	50%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2027
Total Budget:	\$8,130,000
Appropriated Funds:	\$655,997

Project Description - This project addresses the goal in our Strategic Plan for the eventual replacement of all asbestos-cement water mains in our system. The existing water mains are approximately 54 years old and have reached the end of their useful life. As a former well system that was connected to public water, most of the mains are also undersized.

5/8/2023: The Letter of Agreement for Plat Preparation has been provided to Ramboll.

9. Briarwood Water Main Replacement (Account Code 1766):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Design
Percent Complete:	50%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2027
Total Budget:	\$2,430,000
Appropriated Funds:	\$255,338

Project Description - Our Strategic Plan calls for the eventual replacement of PVC (pre-1990) water mains in our system, as they are older and made of weaker material than the current industry norm. This project will replace the PVC water mains that have been in service since the early 1980's.

1/10/2023: ACSA staff is reviewing the proposed geotechnical boring plan prepared by Ramboll.

10. Barracks West Water Main Replacement (Account Code 1796):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2024
Completion:	2025
Total Budget:	\$3,385,000
Appropriated Funds:	\$218,191

Project Description - This project will replace the undersized and aging cast iron and galvanized water mains that were installed in the late 1960's. These water mains are original to the Old Salem Apartments development, now called Barracks West. This project follows our Strategic Plan goal to replace aging and undersized water mains throughout our system and will provide for an opportunity to improve fire protection to these multi-family apartments.

6/5/2023: Dewberry has submitted the 90% Design Documents and draft easement plat, and both are under review by ACSA staff.

11. Broadway Street Water Main Replacement (Account Code 1768):

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2023
Completion:	2024
Total Budget:	\$792,800
Appropriated Funds:	\$128,000

Project Description - This project will replace the ductile iron water main that was installed in the early 1970's and has been found to be in deteriorating condition based on recent excavations. With the redevelopment of the Woolen Mills Factory and Albemarle County's increased attention on economic revitalization of this corridor, replacement of this water main is crucial in transforming this area.

6/5/2023: WRA has addressed County comments on the VSMP and E&S plans and are preparing for resubmission later this month.

12. Townwood Water Main Replacement (Account Code 1773):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	20%
Contractor:	Undetermined
Construction Start:	2027
Completion:	2027
Total Budget:	\$1,300,000
Appropriated Funds:	\$169,180

Project Description – This project continues our systematic program to replace PVC water mains that have been in service since the early 1980's and have recently experienced several breaks causing water service disruptions.

5/8/2023: Dewberry has completed the necessary field survey efforts for this project and have begun development of the 50% Design Documents.

13. Raintree and Fieldbrook Water Main Replacement (Account Code 1771):

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	50%
Contractor:	Undetermined
Construction Start:	2027
Completion:	2028
Total Budget:	\$5,947,300
Appropriated Funds:	\$290,887

Project Description - Our Strategic Plan calls for the eventual replacement of PVC (pre-1990) water mains in our system, as they are older and made of weaker material than the current industry norm. This project will replace the PVC water mains that have been in service since the 1980's and will eliminate pipe saddles at the water service connections that have been failing due to corrosion.

3/7/2023: Baker has submitted 50% Design Documents and they are under review by ACSA staff.

14. Airport Trunk Sewer Upgrade (Account Code 1828):

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2028
Total Budget:	\$5,908,800
Appropriated Funds:	\$378,459

Project Description - With the continued growth in the Hollymead Town Center area, the existing sewer collector serving the airport and the area west of Route 29 needs upgrading to handle full build-out. The existing sewer was originally sized to serve the light industrial zoning designated for that area at the time of construction. The increased density specified in the County Comprehensive Plan for the same drainage basin will exceed the capacity of the existing sewer. A study of the drainage basin was completed in 2016 with the recommendation the sewer main be increased in size by replacing it in place.

3/7/2023: ACSA staff recently met with a development team to discuss current sewer capacities and the necessary upgrades to accommodate their multi-family residential development within this drainage area. Based on flow projections and existing pipe capacities, upgrades to a large portion of this gravity sanitary sewer system may be necessary ahead of the ACSA's schedule for construction. This may ultimately shift some of the responsibility of upgrading the existing sewer to the development team. ACSA staff has shared the current design with their team, and they are in the process of obtaining cost estimates from contractors. To date, 8 of 24 easements have been obtained.

15. Biscuit Run Sewer Replacement (Account Code 1830):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Construction
Percent Complete:	0%
Contractor:	Linco, Inc. (Linco)
Construction Start:	2023
Completion:	2023
Total Budget:	\$479,600
Appropriated Funds:	\$756,419

Project Description - During a routine inspection, the ACSA's Maintenance Department discovered an existing gravity main and manhole along an intermittent stream that drains into Biscuit Run had been exposed due to runoff. This project will replace the sewer segment that crosses the stream with ductile iron pipe and will reinforce the stream bank where the sewer manhole is exposed.

3/7/2023: ACSA Maintenance has performed easement clearing to improve access for Linco.

16. FY 2024 Miscellaneous Sewer Rehabilitation (Account Code 1908):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Construction
Percent Complete:	Underway
Contractor:	Prism Contractors & Engineers, Inc. (Prism)
Construction Start:	June 2023
Completion:	June 2024
Total Budget:	\$200,000
Appropriated Funds:	\$200,000

Project Description - This project continues our annual "find and fix" program of sanitary sewer rehabilitation to reduce I&I in our system.

6/5/2023: Prism has executed the contract and is in the process of providing updated Insurance information to the ACSA.

17. Bellair – Liberty Hills Sewer (Account Code 1829):

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	50%
Contractor:	Undetermined
Construction Start:	2025
Completion:	2026
Total Budget:	\$3,493,715
Appropriated Funds:	\$380,295

Project Description - Over the past several years, there has been an uptick in residents of the Bellair Subdivision seeking to connect to public sanitary sewer service since most residents are currently served by private septic fields. In an

effort to gauge community interest for such a project, ACSA staff mailed out a survey to the residents seeking feedback on their interest. Based on initial feedback received, many of the property owners are interested in connecting to public sewer if it was made available.

3/7/2023: ACSA staff met on February 9, 2023, to discuss Baker's design and the significant portions of the neighborhood proposed to be served by E/One systems. ACSA will be working with Baker to explore how additional portions of the neighborhood could be served by gravity.

18. Madison Park Pump Station Upgrade (Account Code 1735):

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Construction
Percent Complete:	0%
Contractor:	Anderson Construction, Inc. (ACI)
Construction Start:	October 2022
Completion:	November 2023
Total Budget:	\$1,550,000
Appropriated Funds:	\$2,003,831

Project Description - This wastewater pump station was constructed in the early 1980's by private development and the original equipment is wearing down. In addition, the building is undersized creating difficulty in performing routine maintenance and making it impossible to install the control panels necessary to include this pump station in our new SCADA System. A study to evaluate the best option for upgrading this pump station will be performed, followed by design and construction.

5/8/2023: A majority of the submittals have been approved. A Load Letter will be submitted to Dominion Energy later this month for the electrical service upgrade.

19. Sewer Pump Station Comminutors (Account Code 1827):

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Construction
Percent Complete:	95%
Contractor:	East Coast Utility Contractors, Ltd. (ECUC)
Construction Start:	July 2022
Completion:	September 2023
Total Budget:	\$731,300
Appropriated Funds:	\$616,193

Project Description - Three sewer pump stations: Glenmore, Georgetown Green, and Crozet have all been experiencing higher than normal amounts of solid debris that have been causing undue wear and tear on our pumps, reducing their effective life. They have also been subjected to clogging from the fibrous cloth wipes that are marketed as flushable but do not break down in the sanitary sewer collection system. Maintenance identified the need to install comminutors (aka grinders) in the wet wells or just upstream of them, to eliminate these solids that are adversely impacting our pumps.

6/5/2023: ECUC has completed all grinder-related construction activities and the only remaining task is the repaving of the Glenmore Sewer Pump Station driveway. ECUC has submitted the O&M manuals for each pump station, and they are currently under review.

20. Lewis Hill – West Leigh Water Connection (Account Code 1754):

Consultant:	ACSA Engineering Department
Project Status:	Design
Percent Complete:	95%
Contractor:	ACSA Maintenance Department
Construction Start:	2023
Completion:	2023
Total Budget:	\$80,900
Appropriated Funds:	\$7,125

Project Description - The existing PVC water main that serves as the primary connection between West Leigh Subdivision and Lewis Hill Subdivision is at risk for failure due to the encroachment of a nearby stream. The water main has been taken out of service to avoid a catastrophic failure and the resulting large volume of lost water. This project re-establishes the connection from West Leigh by taking advantage of the recent water main replacement along Sheffield Road with an 8" diameter pipe.

3/7/2023: ACSA staff have provided a response to the Lewis Hill HOA advising that utilization of the existing easement is the alternative to obtaining a new easement. Use of the existing easement will be more impactful, but that decision will be left up to the HOA.

21. Huntington Village Water Connection (Account Code 1770):

Consultant:	ACSA Engineering Department
Project Status:	Design
Percent Complete:	100%
Contractor:	Undetermined
Construction Start:	2023
Completion:	2023
Total Budget:	\$60,700
Appropriated Funds:	\$3,533

Project Description - The existing water main that serves as the only feed into Huntington Village off Old Ivy Road is at risk of failure due to an existing rock retaining wall that was constructed overtop of the water main. This project provides a second water connection into Huntington Village which is comprised of approximately 135 residential customers.

12/5/2022: The 100% Design Documents have been completed by ACSA staff.

22. Exclusion Meters Replacement (Account Code 1759):

Consultant:	ACSA Engineering Department
Project Status:	Construction
Percent Complete:	35%
Contractor:	ACSA Maintenance Department
Construction Start:	September 2019
Completion:	2024
Total Budget:	\$742,500
Appropriated Funds:	\$247,500

Project Description - In the mid 1990's with the development of Glenmore, many new customers installed irrigation systems for their properties and wanted to have their sewer bills reduced by the amount of water that was diverted to irrigate their properties. Private meters were installed behind their ACSA meter to record this volume and it was "excluded" from the calculation of their sewer charges and these became known as exclusion meters. On January 1, 2006, the ACSA Rules and Regulations were modified to no longer allow exclusion meters and required that all future irrigation meters would be tapped separately off our water mains, to be owned and controlled by the ACSA. This project is a multi-year replacement program by our in-house CIP Crew to install dedicated, ACSA owned irrigation meters that will eliminate all remaining exclusion meters in our system.

6/5/2023: ACSA Maintenance crews have resumed efforts to wrap up the remaining exclusion meters in the Darby Road (west) section of Glenmore. There are currently 320 private irrigation exclusion meters remaining in our system.

23. SCADA System Phase 3 (Account Code 1605):

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Construction
Percent Complete:	0%
Contractor:	M.C. Dean
Construction Start:	November 2022
Completion:	September 2023
Total Budget:	\$943,115
Appropriated Funds:	\$1,224,918

Project Description - The ACSA Utility System has over 40 critical assets that include water and wastewater pump stations, water storage tanks and master PRV stations. They are considered critical because malfunctions or failures at any of the assets could have a drastic effect on our utility system and our customers. These assets are currently monitored by site visits of assigned Maintenance personnel. This project will create a Supervisory Control and Data Acquisition (SCADA) System that will allow ACSA employees to remotely monitor the operations of these critical assets from the main office building. It will also allow personnel to change the operational settings of some pump stations from the main office building. Using alarms, we will be able to more quickly evaluate problems and prevent some failures before they happen.

5/8/2023: ACSA and M.C. Dean staff continue to work through RFI's and various submittals. Approximately 85% of the materials for the project have been ordered. Based on lead time for various components, the ACSA anticipates a 2-month extension being granted on the project. Field activities are scheduled to begin this summer.

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Albemarle County Service Authority (ACSA)
Active Private Development Projects
June 2023

- a. 1165 Pen Park Road (Rio): Water service and sewer main extensions to serve 4 lots. The site is located to the east of the Rio Road East and Pen Park Road intersection.
- b. Albemarle Business Campus – Block 1 (Scottsville): Water and sewer main extensions to serve 128 multi-family units. The site is located to the northeast of the Old Lynchburg Road and Country Green Road intersection.
- c. Belvedere Phase 5B (Rio): Water and sewer main extensions to serve 20 single family homes at the end of Fowler Street in the back of Belvedere.
- d. Brookhill Blocks 9-11 (Rivanna): Water and sewer main extensions to serve 85 single family homes in the Brookhill subdivision, located east of Stella Lane between Ashwood Boulevard and Archer Avenue.
- e. Brookhill Blocks 16 & 17 (Rivanna): Water and sewer main extensions to serve 135 single family homes in the Brookhill subdivision, located north of Polo Grounds Road and east of the Montgomery Ridge Subdivision.
- f. Dunlora Park Phase 2 (Rio): Water and sewer main extensions to serve 6 single family homes in Dunlora Park, located at the intersection of Rio Road East and Dunlora Drive.
- g. Galaxie Farm Subdivision (Scottsville): Water and sewer main extensions to serve 65 residential units. This project is located along Scottsville Road, south of Mountain View Elementary.
- h. Lochlyn Hill – Phase 4 (Rio): Water and sewer main extensions, and demolition of 14 existing homes for 14 single family detached units and 8 single family attached units. This project is located along Pen Park Lane, north of the City limits.
- i. Mountain View Elementary Building Addition (Scottsville): Water main extension to facilitate building addition.
- j. Old Trail Village – Block 10 (White Hall): Water service and sewer main extensions to serve 24 single family attached units. The site is located north of Golf Drive, along Rowcross Street.

- k. Old Trail Village – Block 31C (White Hall): Water service and sewer main extension to serve 4 single family homes. The site is located to the east of Rowcross Street, between Upland Drive and Golf Drive.
- l. Pleasant Green – Phase 2A (White Hall): Water and sewer main extensions to serve 24 residential units. This project is located to the southeast of the Orchard Acres subdivision.
- m. Pleasant Green – Phase 2B and 3 (White Hall): Water and sewer main extensions to serve 173 residential units. This project is located to the southeast of the Orchard Acres subdivision.
- n. Proffit Road Townhomes South (Rivanna): Water and sewer main extensions to serve 31 single family attached units. This project is located along Proffit Road, south of Martha Jefferson Outpatient Care Center.
- o. Regents School of Charlottesville (Samuel Miller): Water and sewer main extensions to serve a private school, grades K-12. The site is located west of Trinity Presbyterian Church, along Reservoir Road.
- p. Rivanna Station – Nicholson Building Addition (Rivanna): Water main extension to serve an expansion of the Nicholson Building and a parking garage at NGIC, located east Route 29 and south of Boulders Road.
- q. Rivanna Village Phase 2 (Scottsville): Water and sewer main extensions to serve 178 residential units. This project is located east of the Glenmore Ground Storage Tank and Rivanna Village Phase 1.
- r. Scottsville Tiger Fuel (Scottsville): Water service and sewer main extension to serve a gas station. This project is located to the south of the Scottsville Road and James River Road intersection.
- s. Southwood Phase 1 – Blocks 9-11 (Scottsville): Water and sewer main extensions to serve 70 single family units and 16 condominium units. This project is located west of Horizon Road and south of Hickory Street.
- t. Southwood Redevelopment Village 2 (Scottsville): Water and sewer main extensions to serve 44 single family units and 4 condominium units. This project is located near the southern terminus of Horizon Road, on the south side of Hickory Street.
- u. Stonefield Block D1 (Jack Jouett): Water main extension to serve a 220 unit apartment building at the intersection of Inglewood Drive and Bond Street.

- v. Victorian Heights (Rio): Water and sewer main extensions to serve 34 attached single family and 54 multi-family units. The site is located to the south of RWSA's Woodburn Road Water Tank, between Woodburn Road and Berkmar Drive.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

<p>AGENDA TITLE: FY 2023 CIP Authorizations</p> <p>STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering</p>	<p>AGENDA DATE: June 15, 2023</p> <p>ACTION: <input type="checkbox"/> INFORMATION: <input type="checkbox"/></p> <p>CONSENT AGENDA:</p> <p>ACTION: <input checked="" type="checkbox"/> INFORMATION: <input type="checkbox"/></p> <p>ATTACHMENTS: YES</p>
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BACKGROUND: Authorization for two CIP Projects, both of which are included in the CIP Rate Model Budget. The first authorization is for additional design, bidding, and construction phase services for the Avon Operations Center. The second authorization is for additional geotechnical services and preparation of a technical memorandum for the Ragged Mountain Phase 1 Water Main Replacement Project.

DISCUSSION:

- ❖ In accordance with our Operations Center Expansion Study, the Avon Operations Center alleviates the increasing lack of space for materials and equipment storage at both the Operations Center Shop Area and the Crozet satellite maintenance yard. It also allows for the long-term growth of the ACSA and is a component of the recently adopted 2023-2025 Strategic Plan.
- ❖ Provides a backup Operations Center if the Administration Building is compromised or otherwise unavailable during an emergency.
- ❖ Provides ACSA staff with professional expertise of our term contract consultant during bid and construction phases for the Avon Operations Center.
- ❖ Allows ACSA staff to implement our goal of replacing all aging and vulnerable mains in our water distribution system.
- ❖ Provides ACSA staff with the professional expertise of our term contract consultant to perform geotechnical investigations and explore alternative water main routing options due to the uncertainty with VDOT's Morey Creek Bridge Replacement Project.

BUDGET IMPACT: The Amount requested for the Avon Operations Center is currently within the budgeted contingencies identified in the CIP Rate Model for this project. The amount requested for the Ragged Mountain Phase 1 Water Main Replacement Project was not anticipated in the CIP Rate Model, however this should be offset by delayed construction of this project and cost savings on other CIP Projects.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

RECOMMENDATIONS: Authorize funding for these projects to keep our CIP Project Schedule moving forward and improving our utility system.

BOARD ACTION REQUESTED: Approve the Consent Agenda.

ATTACHMENTS:

- ❖ Detailed memo of the proposed CIP authorizations.
- ❖ Proposal dated May 31, 2023, prepared by Dewberry Engineers for Additional Design, Bidding, and Construction Phase Services for the Avon Operations Center.
- ❖ Professional Services Agreement Amendment No. 3 dated May 26, 2023, for the Ragged Mountain Phase 1 Water Main Replacement Project.



MEMORANDUM

To: Board of Directors
From: Jeremy M. Lynn, P.E., Director of Engineering
Date: June 15, 2023
Re: FY 2023 CIP Authorizations
cc: Michael E. Derdeyn

The following projects require Board authorization:

- A. Avon Operations Center:** The design of the Avon Operations Center Project has been completed and ACSA staff is working on acquiring the necessary County approvals, easements, and permits. ACSA staff requested a proposal from Dewberry Engineers for additional design phase services, as well as bid and construction phase services. Attached is the proposal letter, dated May 31, 2023, from Dewberry Engineers, which covers the additional design phase services, as well as bid and construction phase services. ACSA staff has reviewed this proposed fee and finds it satisfactory. The estimated cost to complete these services is \$299,545.

Board Action

We request the Board of Directors authorize \$299,545 from the FY 2023 3R Fund for additional design, bid and construction phase services for the Avon Operations Center Project.

- B. Ragged Mountain Phase 1 Water Main Replacement Project:** The current design of the Ragged Mountain Phase 1 Water Main Replacement Project includes the replacement of an aging 10-inch cast iron water main along Fontaine Avenue in conjunction with Virginia Department of Transportation's (VDOT) Morey Creek Bridge Replacement Project. Since VDOT recently informed the ACSA that the bridge replacement work has been indefinitely delayed, the ACSA would like to further evaluate options for an alternative alignment so the water main replacement work can proceed without reliance on VDOT's project. Attached is Amendment No. 3 dated June 5, 2023, from Dewberry Engineers which covers geotechnical investigations and preparation of a technical memorandum to evaluate four

additional options. ACSA staff has reviewed this proposed fee and finds it satisfactory. The estimated cost to complete these efforts is \$78,639.

Board Action

We request the Board of Directors authorize \$78,639 from the FY 2023 3R Fund for additional design services for the Ragged Mountain Phase 1 Water Main Replacement Project.

JML/jml

Attachments

010101CIPAuthorizations06152023



Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

804.290.7957
804.290.7928 fax
www.dewberry.com

May 31, 2023

Mr. Alexander J. Morrison, P.E.
Senior Civil Engineer
Albemarle County Service Authority
168 Spotnap Road
Charlottesville, Virginia 22911

VIA E-MAIL

**RE: Avon Operations Center
Professional Engineering Services – Additional Design, Bidding and Construction Phases
Scope of Services and Task Spreadsheet**

Dear Mr. Morrison:

Enclosed please find Dewberry Engineers Inc.'s (Dewberry's) Scope of Services and Task Spreadsheet for additional design, bidding and construction phase services for the above referenced project. This letter and enclosed document have been prepared in response to ACSA request for a proposal for the following services:

Design Phase Services

1. EV Charger Design

Dewberry will design the following changes to electrical service, to allow for installation of EV charging infrastructure:

- Powered from a second utility service dedicated to EV chargers:
 - Design all exterior EV chargers onto a dedicated EV service.
 - Design conduit infrastructure, hand holes & spare breakers for 6x future exterior EV Level-2 chargers, previously proposed at the electric block heaters, relocated to the upper lot.
 - Design manual transfer switch for exterior level-2 chargers so that a temporary roll-up generator can be installed when needed.
 - Due to the power demand required for the level-3 charger, this charger will not be included on the manual transfer switch for temp generator backup.
- Powered from main building utility service:
 - Design conduit infrastructure, spare EV breakers, and permanent generator capacity for 10x future level 2 chargers inside the building to be powered from the main building service.

2. Additional Design services

During the course of the design process, several items have been proposed that are outside the initial design scope. Collectively, they've necessitated changes to design for the additional buildings and site features. Dewberry will provide design and coordinated drawings and specs for:

- Pole Storage Canopy
- Fuel Storage Building
- Fuel Canopy
- Bay Storage building

Mr. Alexander J. Morrison, PE
May 31, 2023

- Structural mezzanine on upper floor
 - Material lift and monorail hoist
 - Concrete vault room for fire pump
3. Additional Easement Plats:
Dewberry's initial design scope assumed that two plats would be required: one stormwater management easement plat and one utility easement plat. Two additional plats have been required for off-site and temporary construction easements.
4. Retaining Wall Design (subcontracted through Circeo Engineering)
Circeo Geotechnical Engineering will provide engineering design for retaining walls on-site, for submission to Albemarle County and for construction. The proposal from Circeo is attached to this proposal for reference.

Bid Phase Services

1. Assist ACSA with distribution of bid documents, advertisement for bidding, establishment of bid and award dates.
2. Attend one (1) virtual or in-person pre-bid meeting.
3. Provide clarifications to technical questions and RFIs.
4. Prepare contract document addenda as required. Assume two (2) addenda.
5. Provide 5 sets of final construction documents to ACSA. Additional sets will be provided on a per set cost basis to be included on the fee estimate.
6. Evaluate the bids and make recommendations to ACSA.

Construction Phase Services

1. Attend (in-person or virtual) pre-construction meeting.
2. Review shop drawings and product submittals for compliance with contract documents.
3. Address contractor requests for information (RFI) and interpret contract documents during construction.
4. Attend virtual progress meetings during construction (assume bi-weekly for up to 12 months) – 24 total meetings.
5. Perform Substantial Completion walk thru with the contractor and ACSA, and provide punch list.
6. Perform Final Completion walk thru with the contractor and ACSA, and provide updated punch list.
7. Provide record drawings based on contractor redlines.
8. Inspection services subcontracted to Schnabel Engineering:

a. SWPPP Inspection

For compliance with VSMP and county requirements, third-party inspections of the stormwater management facilities and E&S measures are required at a frequency of every three business days and after qualifying rain events of greater than ¼ inch.

Dewberry proposes to utilize Schnabel Engineering to provide these inspections. Inspectors will be DEQ certified for E&S and/or stormwater inspections as required. A fee budget has been provided based on an assumed construction duration of 12 months. However, if construction duration is longer, or if site stabilization is achieved on an accelerated timeline, that budget will be adjusted up or down accordingly. Additional details are provided in Schnabel's proposal, which is included with this document for reference.

b. Construction Inspection, Material Testing, Special Inspections

Mr. Alexander J. Morrison, PE
May 31, 2023

Dewberry prepared a Statement of Special Inspections required for the Avon Operations Center project, for compliance with building code and county requirements. Dewberry proposes to use Schnabel Engineering to perform these inspections. Utilizing the Statement of Special Inspections as a guideline, Schnabel prepared a proposal for observations, testing and inspections, generally including earthwork, foundations, retaining walls, concrete, masonry, asphalt, and steel. Additional details are provided in Schnabel's proposal, which is included with this document for reference.

For completion of the scope of services outlined above, Dewberry will be paid on a fee schedule as follows:

- **Design Phase Services:** Lump Sum fee of \$40,725
- **Bid Phase Services:** Hourly, Not to Exceed fee of \$11,580
- **Construction Phase Services:** Hourly, Not to Exceed fee of \$247,240
- **Total Estimated Fee: \$299,545**

Assumptions/Exclusions:

1. Engineering design services other than those noted above are excluded from this proposal.
2. Attendance at construction progress meetings will be via teleconference.
3. Cost estimating and Value engineering are excluded.
4. Inspection of delegated design systems (i.e. fuel system, fuel canopy, segmental retaining wall, etc.) is excluded.
5. As-built surveys and construction stakeout are excluded. These are generally required from the contractor and not the owner.

We are available to meet and discuss the information provided for this portion of services for the project at your earliest convenience, if necessary. We appreciate the opportunity to continue to work for the Albemarle County Service Authority on this project.

Sincerely,

Dewberry Engineers Inc.



Heather A. Campbell, PE
Contract Manager



Kevin A. Pennock, P.E.
Senior Associate

Enclosures:

Dewberry Scope of Services Task Spreadsheet, dated May 16, 2023
Circeo Geotechnical Engineering, P.C. Estimate
Schnabel Proposal for Storm Water Pollution Prevention Plan (SWPPP) Inspection Services
Schnabel Proposal for Construction Observation, Material Testing, and Special Inspection Services

Albemarle County Service Authority
 ACSA Ops Center
 31-May-23

Dewberry Scope of Services Task Spreadsheet

LABOR CLASSIFICATIONS										
TASK	QA/QC Engineer VI \$225.00 (HRS)	Project Manager Engineer VI \$225.00 (HRS)	Project Architect IV \$155.00 (HRS)	Structural Engineer III \$155.00 (HRS)	Civil Engineer III \$155.00 (HRS)	Mech/Plumb Engineer III \$155.00 (HRS)	Electrical Engineer III \$155.00 (HRS)	TOTAL (HRS)	DIRECT EXPENSES (\$)	COST PER TASK (\$)
Design Phase Services										
EV Chargers		4				7	40	51		\$8,185.00
Pole Storage Canopy	1	3	8		2		4	18		\$3,070.00
Fuel Storage Building	1	4	8	4	4	8	8	37		\$6,085.00
Fuel Canopy		7	8	4	4			23		\$4,055.00
Concrete vault pump room	1	2	2	4	2			11		\$1,915.00
structural mezzanine, hoist and lift		1		18		4	8	31		\$4,875.00
Bay Storage Building	1		8	2	2		4	17		\$2,705.00
Additional easement plats and approval										\$3,000.00
Retaining wall design (sub to Circeo Engineering)		1			2			3	\$6,300.00	\$6,835.00
SUB-TOTAL	4	22	34	32	16	19	64	191	\$6,300.00	\$40,725.00
Bid Phase Services										
Distribute bid docs, coordinate AFB, dates	1		2		2			5		\$845.00
Attend Pre-Bid Meeting			6		6	6		18		\$2,790.00
Provide Clarifications to Technical Questions & Prepare Addendum		2	12	4	4	6	4	32		\$5,100.00
Provide 5 sets of Final Documents			2	1	2	2	1	8		\$1,240.00
Evaluate Bids and Make Recommendation	1	2	2		2	2		9		\$1,605.00
SUB-TOTAL	2	4	24	5	16	16	5	72	\$0.00	\$11,580.00
Construction Phase Services										
Attend pre-construction meeting			8	4	4	4	4	24		\$3,720.00
Shop drawing and product submittal review		16	40	12	16	32	16	132		\$21,580.00
RFI review/response		8	40	24	16	44	32	164		\$25,980.00
Virtual progress meetings (24 x 2 hour)		12	48	8	48	48	8	172		\$27,500.00
Misc Coordination	12	8	10	5	12	15	8	70		\$12,250.00
Site visits during construction		4	24	8	12	16	8	72		\$11,440.00
Furniture Installation review/provide updates			8					8		\$1,240.00
Substantial Completion/Punch List			12	6	4	6	6	34		\$5,270.00
Final Completion/Back-punch			12	4	4	6	4	30		\$4,650.00
Record drawings (from contractor redlines)			4	2	3	3	2	14		\$2,170.00
MEPS Other Direct Costs								0	\$2,900.00	\$2,900.00
SWPPP inspections (sub to Schnabel)								0	\$38,640.00	\$38,640.00
Special inspections and testing (sub to Schnabel)								0	\$89,900.00	\$89,900.00
SUB-TOTAL	12	48	206	73	119	174	88	720	\$131,440.00	\$247,240.00
								983	\$137,740.00	\$299,545.00



CIRCEO GEOTECH
 5956 Buckland Mill Road
 Roanoke, Virginia 24019
 Phone: (540) 366-2379
 Cell: (540) 354-3260

91

PRELIMINARY Summary of Anchor Diamond Pro Segmental Retaining Wall (SRW) Estimate

Project Name: ACSC - Avon Operations Center
Location: Albemarle County, Virginia

Project No. 4727-P
Date: 03/30/23
Revised Date: ---

Assumed Backfill Type for Reinforced Zone: Granular Soil
Assumed Backfill Unit Weight (pcf): 120
Assumed Backfill Friction Angle (deg): 28

4' Wide Filter Fabric Between Soil Cover and Stone
 6" Thick x 24" Wide Stone Leveling Pad

Retaining Walls

Wall	Total Block (sf)	Exposed Block (sf)	Embedded Block (sf)	Wall Length (lf)	Max Wall Height (ft)	StrataGrid SGU60 (sy)	StrataGrid SGU80 (sy)	Max. Grid Length (ft)	Avg. Grid Length (ft)	Reinforced Fill (cy)	No. 57 Stone (tons)	Crusher Run (tons)	Filter Fabric (sy)	Sleeve-It Post (ea)
A	273	148	125	75	3.3	100	150	6.0	6.0	22	22	5	33	--
B	922	688	234	120	8.7	0	747	14.0	14.0	357	76	8	53	--
C	4,220	3,631	589	405	16.7	2,666	339	18.0	12.0	1,699	348	27	180	69
D	612	460	151	114	5.3	0	758	16.0	13.6	339	50	8	51	--
Wall B and Wall C and Wall B and Wall D create two (2) 2-Tiered Retaining Wall Systems with Total Heights of 18.67 Feet and 20.67 Feet*, Respectively														
E	3,242	2,479	763	375	11.3	1,765	267	12.0	9.7	887	267	25	167	64
F	195	65	130	78	2.6	53	0	4.0	4.0	10	16	5	35	--
G	182	52	130	78	2.0	52	0	4.0	4.0	8	15	5	35	--
Total	9,644	7,523	2,121	1,245	----	4,636	2,260	----	----	3,321	796	84	553	132

8" SRW Units, Excluding Cap Units

4" Cap Units

12" Thick Drainage Aggregate + Core Fill

Recommended - Sleeve-It Fence Post System
 Max 6-FT Post Spacing.

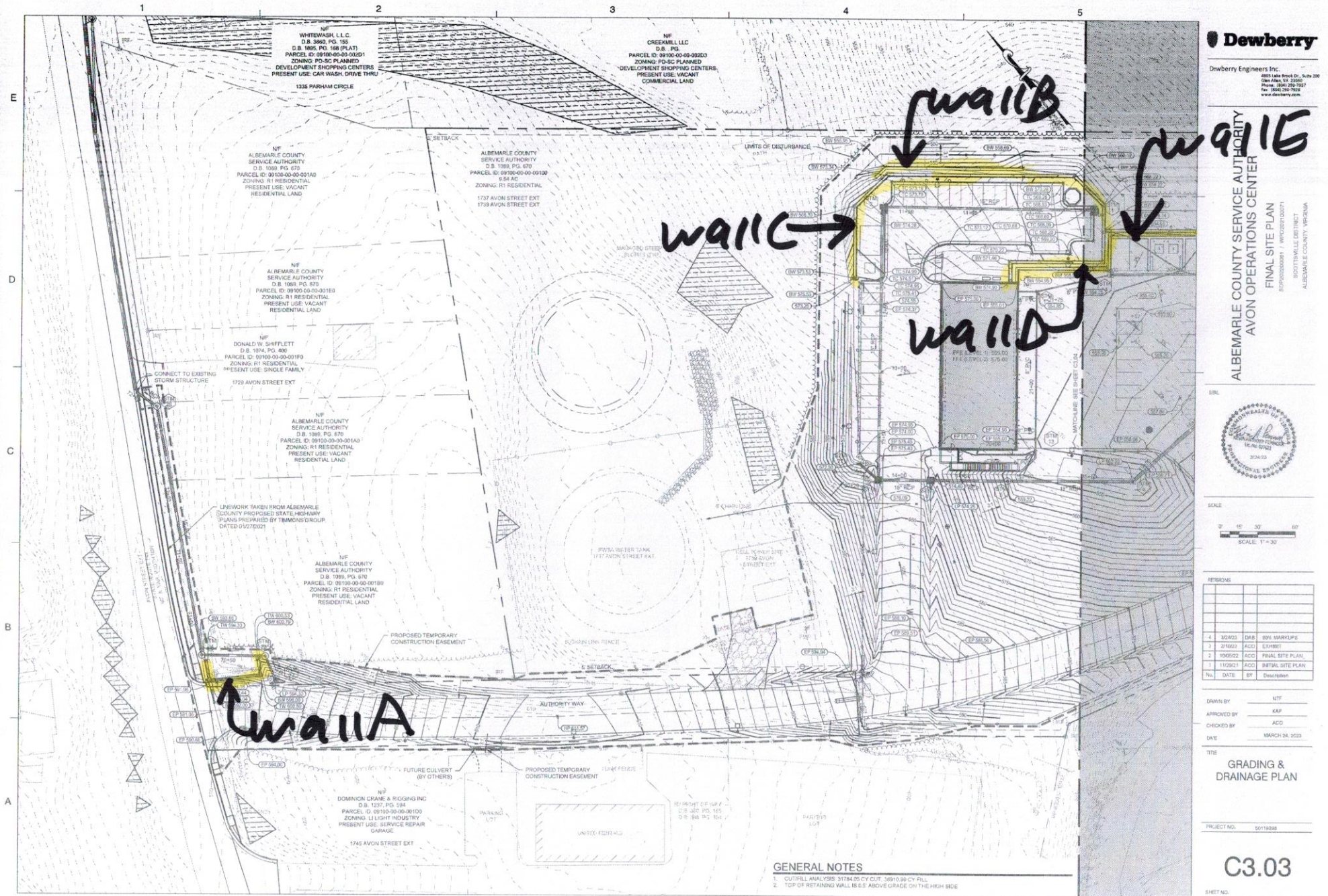
Notes:

- The above estimate is provided for Dewberry Engineers, Inc. for the purpose of quantifying materials required for construction of the segmental retaining walls.
- The estimate is based on our interpretation of the Grading and Drainage Plan, Sheet No.s C3.03 and C3.04, dated March 24, 2023, prepared by Dewberry Engineers, Inc.
- The PRELIMINARY estimated quantities are valid for **Anchor Diamond Pro Units** using StrataGrid SU60 and SGU 80 geogrids and granular soil in the reinforced fill zone.
- The design is based on a maximum 2H:1V front slope, a level backslope and a maximum 250 psf live surcharge (heavy vehicle or equipment), where applicable.
- A FINAL Design of the wall system will be required prior to construction of the wall. Contact Mike Circeo with CIRCEO Geotech at (540) 366-2379.

Engineering Fee **\$6,300.00**

Three (3) copies of the Engineering Design will be submitted on 11" x17" sheets plus one (1) laminated copy for the field.

4727-P ACSC - Avon Operations Center - Albemarle Co



Dewberry

Dewberry Engineers Inc.
4803 Lake Road Dr., Suite 200
Chapel Hill, NC 27514
Tel: 919.486.7000
Fax: 919.486.7001
www.dewberry.com

ALBEMARLE COUNTY SERVICE AUTHORITY
AVON OPERATIONS CENTER
FINAL SITE PLAN
R2702000001 - W000000001
ALBEMARLE COUNTY, VIRGINIA



SCALE
0' 10' 20' 30'
SCALE: 1" = 30'

NO.	DATE	BY	DESCRIPTION
1	10/05/21	ACC	INITIAL SITE PLAN
2	10/05/22	ACC	FINAL SITE PLAN
3	10/05/22	ACC	EXHIBIT
4	10/05/22	DAB	10% MARKUPS

DRAWN BY: NTF
APPROVED BY: KAP
CHECKED BY: ACC
DATE: MARCH 24, 2023

TITLE
GRADING & DRAINAGE PLAN

PROJECT NO.: 50118988

C3.03

SHEET NO.

February 24, 2023

Mr. Kevin Pennock
Dewberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

Subject: Proposal for Storm Water Pollution Prevention Plan (SWPPP) Inspection Services, 1737 Avon Street Ext., Charlottesville, VA 22902 (Schnabel Reference 23430009)

Dear Mr. Kevin Pennock:

SCHNABEL ENGINEERING, LLC (Schnabel), is pleased to submit our proposal for erosion and sediment (E&S) control inspections at the above referenced site. This proposal has been prepared in response to your request on February 12, 2023. We have utilized the Virginia Department of Environmental Quality (DEQ) Stormwater Management (SWM) and Erosion & Sediment Control (ESC) manuals and training programs.

SITE AND DESCRIPTION

The site is located in Albemarle County, Virginia about 1 mile south of the City of Charlottesville. The proposed project site is south of Mill Creek Drive, east of Avon Street Extended, and west of Founders Place. An existing Rivanna Water and Sewer Authority structure and an existing cell tower are located just west of the proposed development. Based on our review of the proposed site plan, the elevation of the site varies from about EL 600 ft on the southwest corner to about EL 510 ft on the northeast portion of the site. The site is primarily wooded, with critical slope areas. The adjacent cell tower site is protected by super silt fence, diversion dikes, inlet protection, and a sediment basin.

The project consists of a new facility with buildings, retaining walls, pavement, and an access road. The site consists of a 2-story vehicle maintenance building, vehicle storage area, a fuel station, vehicle rinse area, and training area for equipment operators. Approximately 1500 ft of roadway will be installed connecting Avon Street Extended to Founders Place. Retaining walls will be constructed to accommodate the sloped site.

We obtained the project information from the project plans by Dewberry dated February 10, 2023.

We prepared a Geotechnical Engineering Study for this project dated February 7, 2020. We have and will rely on this study in the performance of our services.

OBJECTIVE AND SCOPE OF SERVICES

Our objective is to provide conduct routine inspections of the 7.3-acre construction area for compliance in accordance with the minimum standards and specifications of the Virginia Erosion and Sediment Control Handbook, and Virginia Regulations VR 625-02-00 Erosion and Sediment Control Regulations.

We have reviewed the Exhibit Plan set's defined Final Grading, Erosion and Sediment Control Plan and understand the construction area includes five defined drainage areas (SWM 1 DA, SWM 2 DA, AO 1 BYPASS, AO 2 DA, and AO 3 BYPASS). Sediment control measures safety fence, construction entrance, construction road stabilization, silt fence, storm drain inlet protection, culvert inlet protection, temporary diversion dikes, temporary sediment basin, outlet protection, rock check dam, temporary seeding, permanent seeding, mulching, soil stabilization blankets and matting, tree protection, and dust control.

Schnabel will perform the following tasks to achieve our compliance objective:

- Record the date and time of the inspection and when applicable the date and rainfall amount of the last measurable storm event;
- Record the information and a description of any discharges occurring at the time of the inspection;
- Record any land-disturbing activities that have occurred outside of the approved erosion and sediment control plan;
- Inspect the installation in accordance with the approved erosion and sediment control plan, identify any maintenance needs, and evaluate effectiveness in minimizing sediment discharge, including whether the control has been inappropriately or incorrectly used;
- Inspect areas that have reached final grade or that will remain dormant for initiation of stabilization activities;
- Inspect for evidence that the approved erosion and sediment control plan, "agreement in lieu of a plan," or erosion and sediment control plan prepared in accordance with department-approved annual standards and specifications has not been properly implemented;
- Inspect pollutant generating activities for the proper implementation, maintenance and effectiveness of the procedures and practices;
- Identify and document the presence of any evidence of the discharge of pollutants prohibited by this general permit;
- Prepare an Inspection Report;
- Maintain an E&S Inspection log onsite to include inspection reports and a copy of the approved E&S Plan

CLIENT PROVIDED DATA

Our proposal is based on the client or others providing the following:

- Right of entry and access to the construction site;
- Approved SWPP; and
- Approved Erosion and Sediment Control Pan

FEES

We will perform our services on a unit cost basis for a fee of **\$460 per visit**. Services will be billed monthly. This fee is for the specific scope of services detailed herein. We estimate that the project will take approximately 12 months to complete. With a site visit frequency of every 3 business days, there will be approximately 84 site visits. A total estimated budget is approximately **\$38,640**.

PAYMENTS

Services will be billed monthly as a percent of completion of the lump sum fee. Payment will be due on receipt of our invoices and will be considered past due 30 days after the invoice date. Interest will be charged at 1.5% per month on all overdue accounts. Payments will not be contingent upon receipt of funds from third parties.

ASSUMPTIONS

We have made the following assumptions during the development of this proposal:

- Site inspections by Schnabel or a Schnabel representative will be made every three business days and after qualifying rain events of greater than 0.25-inches

EXCLUSIONS

This agreement only includes the scope of services specifically identified above. Our proposed scope of services does not include surveying for line and grade, cost estimates, observation and testing related to stormwater management structures, and observation and testing related to site retaining walls. Services related to concrete placement do not include observation and/or evaluation of formwork, placement and consolidation methods, and curing methods. We will gladly submit proposals for these services at your request.

LIMITATIONS

The following services are not included in this agreement: stormwater sampling, stream restoration, and wetlands assessments or delineations and other professional services not detailed herein.

Schnabel, by virtue of providing the services described in this agreement, does not assume the responsibility of the person in charge of the site, or otherwise undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. The client should note that if contamination is present at the site, there could be environmental regulatory notification requirements.

AUTHORIZATION TO PROCEED

Please sign and return one copy of this proposal to our office to form our agreement. This proposal is valid for 90 days from the date shown. Please contact us if you have any questions concerning this proposal. In the event a purchase order is issued for these services, it is understood that the Standard Contract Terms and Conditions contained herein will continue to apply.

Dewberry Engineers, Inc
ACSA Avon Facility

Sincerely,

SCHNABEL ENGINEERING, LLC



Caitlin Keaton
Environmental Specialist III



Andrew Harrison, PG
Associate

CK:AH

Attachments:

- 1) Standard Terms and Conditions (2 pages)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

ACCEPTED BY: _____ **KEVIN PENNOCK**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

**SCHNABEL ENGINEERING, LLC
STANDARD CONTRACT TERMS AND CONDITIONS**

101

1. DEFINITIONS

- 1.1 Schnabel Engineering, LLC, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
- 1.2 The "Client" is the other party to this "Agreement."
- 1.3 The "Contractor" is the responsible party providing construction for the subject Project.

2. ENTIRE AGREEMENT, SCOPE OF WORK

- 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
- 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."

3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES

- 3.1 Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation and no warranty or guarantee, either express or implied, is included or intended by this Agreement.

4. SITE ACCESS, SITE CONDITIONS, SAMPLES

- 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
- 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
- 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE

- 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
- 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
- 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.

6. THIRD PARTY RELIANCE UPON DOCUMENTS

- 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
- 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

7. ASSIGNMENT, SUBCONTRACTING

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

8. TERMINATION, SUSPENSION

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

9. ALLOCATION OF RISK

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

10. INDEMNIFICATION

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11. INVOICES, PAYMENTS

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

12. DISPUTE RESOLUTION

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

13. SEVERABILITY

- 13.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



May 4, 2023

Mr. Kevin Pennock
Dewberry Engineers, Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

Subject: Proposal for Construction Observation, Material Testing, and Special Inspection Services, 1737 Avon Street Ext., Charlottesville, VA 22902 (Schnabel Reference 23430009)

Dear Mr. Pennock:

SCHNABEL ENGINEERING, LLC (Schnabel), is pleased to submit our proposal for providing construction observation, materials testing and Special Inspection services for this project. This proposal has been prepared in response to your initial request on February 12, 2023, and in response to the Schedule of Special Inspections provided on May 2, 2023.

PROJECT DESCRIPTION

The site is located in Albemarle County, Virginia about 1 mile south of the City of Charlottesville. The proposed project site is south of Mill Creek Drive, east of Avon Street Extended, and west of Founders Place. An existing Rivanna Water and Sewer Authority water tank and an existing cell tower are located just west of the proposed development. Based on our review of the proposed site plan, the elevation of the site varies from about EL 600 ft on the southwest corner to about EL 510 ft on the northeast portion of the site. The site is primarily wooded.

The project consists of a new facility with buildings, retaining walls, and pavements. The improvements consist of a 2-story vehicle maintenance building, vehicle storage area, a fuel station, vehicle rinse area, and training area for equipment operators. The vehicle maintenance building will be two stories and will have an approximately 7,800 sf footprint. The building framing will consist of reinforced concrete, masonry, and structural steel. The building will have a walk-out basement and will be supported on shallow spread footings. The basement FFE will be 555 ft and the upper level FFE will be 575 ft.

Approximately 1500 ft of roadway will be installed connecting Avon Street Extended to Founders Place. New parking lots and a stormwater management basin will be constructed, and new utilities will be installed throughout the site. Cast-in-place concrete and segmental retaining walls will be constructed to accommodate the sloped site. Up to approximately 27 ft of cut will be required to grade the basement

level for the new maintenance building, and up to approximately 15 ft of fill will be required below pavement and for the storm basin.

We obtained the project information from the project plans by Dewberry dated February 10, 2023.

We prepared a Geotechnical Engineering Study for this project dated February 7, 2020 (SE Project 19C43026). As such, we are the Geotechnical Engineer of record for this project and are in the best position to evaluate and provide comment on the geotechnical aspects of the proposed construction.

OBJECTIVE AND SCOPE OF SERVICES

Our objective is to provide observation and testing services to support the construction of the proposed project. We propose to furnish the following services in connection with this project:

Earthwork and Foundations

- Laboratory testing of proposed fill materials to evaluate conformance with earthwork specifications and to develop moisture-density relations for use in evaluating compaction of fill materials. Testing generally includes:
 - Moisture Content, ASTM D2216
 - Grain Size Distribution, ASTM D6913
 - Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318
 - Moisture-Density (Proctor) Relations, ASTM D698
- Observation of compacted fill subgrades to evaluate if subgrade materials are as anticipated in the Geotechnical Engineering Study, if subgrades have been adequately prepared to receive fill, and if the subgrades can support compaction operations.
- Observation of fill placement and field density testing to evaluate conformance with the project documents.
- Observation of spread footing subgrades to evaluate if subgrade materials are as anticipated in the Geotechnical Engineering Study and if subgrades have been adequately prepared for placement of concrete.
- Observation of floor slab subgrades to evaluate if subgrade materials are as anticipated in the Geotechnical Engineering Study and if subgrades have been adequately prepared for placement of floor slab materials.
- Observation of pavement subgrades to evaluate if subgrade materials are as anticipated in the Geotechnical Engineering Study and if subgrades have been adequately prepared for placement of pavement materials.
- Daily reports detailing our observation and testing activities.

Mechanically Stabilized Earth (MSE) Retaining Walls

- Observation of MSE wall system installation including observation of subgrades, leveling pads, and type and placement of reinforcement to evaluate its general conformance with the project plans and specifications.

- Observation of backfill placement and field density testing to evaluate conformance with the project documents.
- Daily reports, including details of our observation and testing activities.

Cast-in-Place Concrete

- Periodic observation of steel reinforcement for cast-in-place concrete to evaluate general conformance with the project documents, including:
 - Number, size, spacing and location of bars
 - Cover depth
 - Bar cleanliness
 - Location and length of splices
- Observation, sampling, and testing of concrete in accordance with ASTM C172 at the approximate frequency stated in the project specifications, including:
 - Slump, ASTM C143
 - Air Content, ASTM C231
 - Ambient air temperature and concrete temperature, ASTM C1064
 - Molding of concrete test specimens, ASTM C31
 - Laboratory curing and compression testing of concrete specimens
- Periodic observation of floor slab construction materials, including steel reinforcement, rigid perimeter insulation, expansion joint material and vapor barrier, to evaluate their conformance with the project plans and specifications.
- Daily reports, including details of our observation and testing activities.
- Test reports for compression testing of concrete specimens.

Masonry

- Periodic observation of mortar and grout mixing and handling procedures to evaluate general conformance with the project plans and specifications.
- Periodic observation of:
 - Masonry units and mortar component storage
 - Spacing and location of ties and steel reinforcing
 - Masonry placement procedures
 - Protection and curing procedures
- Observation of grout placement to evaluate general conformance with the project plans and specifications.
- Compressive strength testing of concrete masonry units, ASTM C140
- Molding of grout specimens in accordance with ASTM C1019 at the specified frequency.
- Molding of mortar specimens in accordance with ASTM C780 at the specified frequency.
- Laboratory curing and testing of grout and mortar specimens.

Bituminous Paving

- Observation of asphalt placement and nuclear field density testing to evaluate conformance with applicable Virginia Department of Transportation (VDOT) standards.

Structural Steel

- Confirmation that the structural steel fabricator is registered and approved as required by the project specifications and building code.
- Review of welder certifications to evaluate qualification for welding operations.
- Periodic observation and testing of erected structural steel at the required frequency to evaluate general conformance with the project plans and specifications of the following:
 - Welded and bolted connections by visual observation
 - Tightness of high strength bolts in accordance with AISC/ASTM/RCSC procedures
- Periodic observation of steel deck puddle welds, fasteners, shear studs and deck gauge to evaluate general conformance with the project plans and specifications.

Project Management

- Supervision, scheduling, and review of construction observation and activities.
- Consultation on problems encountered during construction.

ASSUMPTIONS

Observation and testing of structural fill for building support and observation of spread footing subgrades will be conducted by our field representative on site while the contractor is working. In the event the contractor performs this work without us on site, we will attempt to document which work was conducted in our absence and will consult the designer of record to develop recommendations for evaluating the work.

Observation and testing services not listed above will be conducted on a periodic basis. Services provided on a periodic basis will be performed via discrete site visits, and are intended to check for general conformance with the project plans and specifications. Periodic observation and testing do not include observation of construction operations.

If the steel fabricator is registered and approved by an accredited agency or has written procedures and quality control manuals and fabrication practices that are periodically audited by an approved special inspection agency, Special Inspections are not required on the fabricator's premises. We have assumed the fabricator will meet these criteria. Therefore, a fabricator shop inspection has not been included in our proposed scope or fee estimate.

Technician personnel will perform most construction observation and testing services. Selected observations will be performed by engineering personnel. Visual observation of welds will be performed by Certified Welding Inspector (CWI) personnel. Senior engineering personnel registered in the Commonwealth of Virginia will provide project management services, including overall supervision and review of observation and testing documentation. The time requirements of our Professional Engineer will be limited, but will depend on the complexity of the site conditions encountered by our field staff.

Schnabel field representatives will prepare reports of field activities and test results at the end of the workday in which field services were performed. Our Project Manager will review these reports for

accuracy and completeness, and submit the reports to document our recommendations made on the site or for documentation of the contractor's activities on the site. Concrete compressive strength reports will be submitted shortly after completion of the test. All reports will be distributed electronically.

Services rendered by us under this proposed agreement will consist of observation and testing, and professional opinions and recommendations made in accordance with generally accepted geotechnical and materials engineering practice. Under no circumstance is it the intent for us to directly control the physical activities of the contractor or the contractor's workmen in accomplishment of their work on this project. The presence of our field representative at the site is to provide your office with a source of professional advice, opinions and recommendations based upon our field representative's observations and test results. We cannot be responsible for job safety except for our own personnel. The client shall provide safe access to all areas requiring observations or tests at no cost to us.

In the event that we determine that on-site work does not comply with specifications, we will report the discrepancy to your personnel and the contractor as soon as possible. We will not accept or reject the on-site work or direct the contractor's workmen, but we will record and report our observations and test data. If the contractor elects to proceed without complying with the specifications, we will notify your personnel, document the nature and location of the deficiency, and conduct additional tests as applicable.

Our field representative is not responsible for determining appropriate adjustments that should be made to the concrete mix as purchased by the contractor. This proposal does not include the preparation or compression testing of field-cured cylinders.

We will not hold concrete cylinders in excess of 56 days in the laboratory unless otherwise specified or requested by you. The contractor is to furnish suitable on-site storage and field curing accommodations at no cost to us in accordance with ACI 301 1.6.3.2.d. We can provide a concrete cylinder curing box detail upon your request.

The contractor will provide us a 70-pound sample of each proposed fill material to perform the necessary testing, at least five (5) work days prior to the contractor beginning the earthwork. Any field density test results that we report before completion of the laboratory testing will be estimates only. The contractor should be informed that if he proceeds based on estimated test results, he does so at his own risk.

CLIENT-PROVIDED DATA AND SCHEDULING

We should be provided copies of the approved structural submittals; shop drawings; concrete, grout, and mortar mix designs; RFI responses and plan revisions. These should be provided to us prior to our on-site observations.

We request at least 48-hours notice to schedule our personnel at the beginning of the project or after a substantial discontinuity of our on-site services. Subsequent on-site testing may be scheduled with about 24-hours notice.

EXCLUSIONS

This agreement only includes the scope of services specifically identified above. Our proposed scope of services does not include surveying for line and grade, cost estimates, floor flatness and floor levelness testing, observation and testing of fireproofing, and observation and testing related to stormwater management structures other than placement and compaction of storm sewer backfill. Services related to concrete placement do not include observation and/or evaluation of formwork, placement and consolidation methods, and curing methods. We will gladly submit proposals for these services at your request.

ESTIMATED FEES

Compensation for engineering and technician services includes field and office time as based on the Schedule of Personnel Fees included as Attachment 1. Fees for laboratory testing services as detailed above are in accordance with the Schedule of Laboratory Testing Fees included as Attachment 2. These fee schedules are applicable through December 31, 2023, after which they are subject to change. We will charge typing, internal reproduction, and administrative costs monthly as 4 % of the total fees for our services. We will charge travel time for project-related trips between our office and the job site. Mileage will be charged at the current IRS prevailing rate plus 15%.

Our estimated fee for the services detailed herein is **\$89,900**. We have developed this fee estimate based on the project details obtained from our review of the project plans by Dewberry dated February 10, 2023, the Schedule of Special Inspections dated March 24, 2023, and our experience with similar projects in this area. We have included a breakdown of this fee as Attachment 3.

Our estimate considers 8 -hour workdays excluding weekends and holidays. The total fee for observation and testing services depends solely upon the contractor's rate of progress, the weather, and other conditions beyond our control. This is not a lump sum fee. We will only invoice for the services requested and provided.

We have broken down our fees into task items as indicated in Attachment 3. We will also break down our invoices into these tasks so that they can be easily understood, and our progress relating to our fees can be easily tracked. A separate subtask item can be established as required to track any of our fees. These items may include, but are not limited to, delays, poor scheduling, or retesting. We recommend project planning consider a contingency of 20% of our estimated fee for additional construction observation and testing services.

GENERAL

The Terms and Conditions of our Master Services Agreement with Dewberry effective August 1, 2016, will apply to this proposed agreement. We understand you will issue a PO to authorize these services. This proposal is valid for 90 days from the date shown.

Dewberry Engineers, Inc
ACSA Avon Facility

We appreciate the opportunity to submit our proposal for these services and are looking forward to a cordial working relationship for this engagement. Please contact our office if you have any questions with regard to this proposal.

Sincerely,

SCHNABEL ENGINEERING, LLC



Noland M. Silman, PE
Associate

TOW:TRF:NMS

Attachments:

- (1) Schedule of Personnel Fees
- (2) Schedule of Laboratory Testing Fees
- (3) Breakdown of Estimated Fee

Charlottesville, Richmond and Newport News, Virginia
SCHEDULE OF PERSONNEL FEES
 Effective through December 31, 2023

Administrative	\$47.00/hr
CADD I	\$110.00/hr
CADD II	\$131.00/hr
CADD III	\$145.00/hr
Technician I	\$51.00/hr
Technician II	\$62.00/hr
Technician III	\$74.00/hr
Senior Technician I	\$91.00/hr
Senior Technician II	\$97.00/hr
Staff Engineer/Scientist	\$101.00/hr
Senior Staff Engineer/Scientist	\$120.00/hr
Project Engineer/Scientist	\$148.00/hr
Senior Engineer/Scientist	\$172.00/hr
Associate Engineer/Scientist	\$194.00/hr
Senior Associate Engineer/Scientist	\$213.00/hr
Principal	\$236.00/hr

NOTES:

1. Personnel fees are based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs is charged at the current IRS prevailing rate plus 15%. Travel by air or rail, lodging and meal expense for engineering personnel in the field is billed at cost plus 15%. The 15% markup covers the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses are billed at cost or at our prevailing hourly and mileage rates for our own personnel.
4. Overtime for field personnel is time on Saturday, Sunday, and national holidays; time exceeding 8 hrs/day, and time between the hours of 7:00 p.m. and 7:00 a.m. Overtime is charged at 1.5 times the above rates.
5. Subcontracted services and reimbursable expenses are marked up 15% to cover the cost of handling, insurance, and overhead.
6. An additional equipment rental fee of \$50/day or \$175/week will apply for the use of nuclear density equipment. A fee schedule for other available field equipment can be provided upon request.

ITEM NO.	IDENTIFICATION OF PHYSICAL AND CHEMICAL PROPERTIES	UNIT PRICE
23RIC-01	Moisture Content (ASTM D2216)	\$11.00
23RIC-02	Natural Density and Moisture Content (ASTM D7263)	\$60.00
23RIC-03	Liquid and Plastic Limits and Plasticity Index (ASTM D4318, AASHTO T89, T90)	
	(a) Three Point Method	\$92.00
	(b) Single Point Method	\$52.00
	(c) Non-plastic Sample	\$42.00
	(d) Liquid Limits, Oven and Air Dried	\$150.00
23RIC-04	Mechanical Analysis (ASTM D422, D6913 and D1140)	
	(a) Sieve Analysis (includes washing through No. 200 Sieve, with grain-size curve)	\$92.00
	(b) Hydrometer Analysis (includes Item 104a), D422, D7928	\$182.00
	(c) Amount Finer Than No. 200 Sieve Determination (wet washing method)	\$60.00
	(d) Amount Finer Than No. 200 and No. 40 Sieves	\$68.00
23RIC-05	pH Test (AASHTO T289)	\$54.00
23RIC-06	Specific Gravity (ASTM D854)	\$95.00
23RIC-07	Moisture, Ash and Organic Content Determination (ASTM D2974)	\$54.00
23RIC-08	Visual Soil Classification AASHTO or Unified Soil Classification System (ASTM D2488)	\$20.00
23RIC-09	Resistivity Test, Miller Box Method (AASHTO T288)	\$107.00
23RIC-10	Qualitative Test for Sulfides (AWWA C105)	\$45.00
23RIC-11	Reduction-Oxidation Potential (ASTM G200)	\$57.00
23RIC-12	USDA Classification (includes Items 104b)	\$220.00
23RIC-13	Corrosion Potential Series (includes Items 106, 116, 117 and 118)	\$216.00
23RIC-14**	Chloride Ion Content (EPA SW9056A)	\$72.00
23RIC-15**	Sulfate Ion Content (EPA SW9056A)	\$72.00
ITEM NO.	STRENGTH, COMPRESSIBILITY AND PERMEABILITY TESTS	
23RIC-16	Permeability of Fine Grained Soils (ASTM D5084); < 3 inch diameter; falling head; flexible-wall permeameter; water as permeant; for soils with $k < 10^{-4}$ cm/sec, per each determination	
	(a) Intact (e.g. tube) Specimen	\$500.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
	(c) Additional penetration stage at higher confining stress, per additional confining stress	\$245.00
23RIC-17*	Permeability of Granular Soils (ASTM D2434); constant head; fixed-wall permeameter; for soils with $k > 10^{-4}$ cm/sec, per each determination (Each Determination \$83 per)	\$285.00
23RIC-18	Unconfined Compressive Strength (ASTM D2166); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with stress-strain curve, additional per each	\$185.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
23RIC-19	Unconfined Compressive Strength of Cohesive Soil to Estimate Resilient Modulus (VTM-140)	\$179.00
23RIC-20	Unconsolidated-Undrained (UU) Triaxial Compression Test (ASTM D2850); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with stress-strain curve, per confining stress	\$245.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
23RIC-21	Consolidated-Undrained (CU) Triaxial Compression Test, (ASTM D4767); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen; back-pressure saturation, pore pressure measurements, per confining stress	\$520.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
23RIC-22*	Consolidated-Drained (CD) Triaxial Compression Test (ASTM D7181); < 3 inch diameter	
	(a) Intact (e.g. tube) Specimen, with back-pressure saturation, per confining stress	\$700.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$85.00
23RIC-23	Direct Shear, Consolidated-Drained (ASTM D3080); 2.5 inch diameter	
	(a) Intact (e.g. tube) Specimen, peak strength determination (max 0.5 inch travel), per normal stress	\$425.00
	(b) Additional Travel (for post-peak strength determination), per 0.5 inch travel	\$110.00
	(c) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
23RIC-24	One-Dimensional Consolidation Test (ASTM D2435); 2.5 inch diameter; does not include Item 108	
	(a) Intact (e.g. tube) Specimen, maximum 12 load increments, each up to 24 hours (Method A), strain (or void ratio) vs. log p curve, two time-compression curves	\$498.00
	(b) Additional Load Increments held up to 24 hours	\$40.00
	(c) Reconstituted Specimen (Standard Energy or less), additional per each	\$80.00
23RIC-25*	One-Dimensional Swell or Collapse of Cohesive Soils (ASTM D4546), includes strain vs. stress plot, intact (e.g. tube) specimen, 2.5 inch diameter; does not include Item 108	
	(a) Method A, 4 points	\$600.00
	(b) Method B, 1 point at single applied stress	\$260.00
	(c) Method C, 1 point with loading after wetting; requires Item 211d	\$394.00
	(d) Frame time, per day	\$50.00
	(c) Reconstituted Specimen (Standard Energy or less), additional per each	\$85.00
23RIC-26*	Expansion Index of Soils (ASTM D4829)	\$285.00
23RIC-27*	Pinhole Dispersion (ASTM D4647), per specimen	\$275.00
23RIC-28*	Collapse Potential of Soils (ASTM D5333)	
	(a) Intact (e.g. tube) Specimen, test set up, apply confining pressure, 24 hr observation, per each	\$273.00
	(b) Reconstituted Specimen (Standard Energy or less), additional per each	\$85.00

ITEM NO.	SOIL COMPACTION AND CALIFORNIA BEARING RATIO TESTS	113
23RIC-29	Compaction Test, Standard Proctor (ASTM D698 or AASHTO T99 as noted)	
	(a) Methods A through D, VTM-1, AASHTO T-99, four point curve	\$178.00
	(b) Single Point of Item 301(a)	\$75.00
	(c) Single Point of Item 301(a) requiring oversized calculation	\$100.00
23RIC-30	Compaction Test, Modified Proctor (ASTM D1557 or AASHTO T180 as noted)	
	(a) Methods A through D, AASHTO T180, four point curve	\$188.00
	(b) Single Point of Item 302(a)	\$83.00
23RIC-31	California Bearing Ratio, (VTM-8 or ASTM D1883), 96 hr soak and soaked penetration; (requires Item 301 or 302)	\$195.00
23RIC-32	Relative Density Relationship, Modified Providence Vibrated Density method (EM 1110-2-1906)	\$188.00
ITEM NO.	SOIL-CEMENT AND SOIL-LIME TESTS	
23RIC-33	Soil-Cement Compaction Test (ASTM D558), excludes material costs	\$260.00
23RIC-34	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633), strength at failure only, includes molding 4 inch specimen	\$138.00
23RIC-35	Making and Curing Soil Cement Specimens (ASTM D1632), per specimen	\$40.00
23RIC-36	pH Test to Estimate the Soil-Lime Proportion Requirement for Soil Stabilization "Eades and Grim pH Test" (ASTM D6276)	\$235.00
ITEM NO.	TESTS ON ROCK SPECIMENS	
23RIC-37*	Rock Natural Density and Moisture	\$55.00
23RIC-38	Unconfined Compressive Strength of Rock Core Specimens, without curves (ASTM D 7012, Method C)	\$140.00
ITEM NO.	CONCRETE, ASPHALT, MASONRY AND SPRAYED FIRE-RESISTIVE MATERIALS	
23RIC-39	Cylinder Compressive Strength (ASTM C39), per each	\$15.00
23RIC-40	Cylinder Compressive Strength (ASTM C39), specimens made by others, per each	\$25.00
23RIC-41	Grout Cube Compressive Strength (ASTM C780), per each	\$25.00
23RIC-42	Grout Specimen Compressive Strength (ASTM C1019), per each	\$32.00
23RIC-43	Drilled Core Compressive Strength; includes sample prep. (ASTM C42 and ASTM C39), per each	\$65.00
23RIC-44	Compressive Strength of Lightweight Insulating Concrete (ASTM C495), per each	\$28.00
23RIC-45	Compressive Strength of Concrete Masonry Units, (ASTM C140), set of 3	\$195.00
23RIC-46	Compressive Strength of Brick Prisms (ASTM C1314), per each	\$150.00
23RIC-47	Compressive Strength of Masonry Prisms, Hollow or Grout Filled (ASTM C1314), per each	\$150.00
23RIC-48	Flexural Strength of Concrete (using simple beam with third-point loading) (ASTM C78), per each	\$80.00
23RIC-49	Calcium Chloride Test Kits (ASTM F1869)	\$30.00
23RIC-50	Density of Structural Lightweight Concrete (ASTM C567), per each	\$60.00
23RIC-51	Absorption Rate of Concrete Masonry Units, (ASTM C140), set of 3	\$220.00
23RIC-52	Sampling and Testing Brick and Structural Clay Tile (ASTM C67), set of 5	\$260.00
23RIC-53	Length Change of Hardened Concrete (ASTM C157), set of 3 beams	\$300.00
23RIC-54	Relative Humidity Probes (ASTM F2170)	\$50.00
23RIC-55	Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members (ASTM E736)	\$16.00
23RIC-56	Density of Sprayed Fire-Resistive Material Applied to Structural Members (ASTM E 605)	\$40.00
23RIC-57	Bulk Specific Gravity of Compacted Bituminous Pavement (AASHTO T166), core sample	\$60.00
ITEM NO.	AGGREGATES	
23RIC-58*	Specific Gravity (ASTM C127, C128)	\$118.00
23RIC-59*	Sieve Analysis (ASTM C136, ASTM C117)	
	(a) Maximum particle size less than No. 4 sieve	\$90.00
	(b) Maximum particle size greater than or equal to No. 4 sieve	\$155.00
23RIC-60*	Organic Impurities (ASTM C40)	\$50.00
23RIC-61*	Bulk Density and Voids in Aggregate (ASTM C29)	\$45.00

Notes

* Indicates testing performed in Schnabel's Blacksburg, VA Laboratory

** Indicates testing performed by our subcontractor Air, Water & Soil Laboratories, Inc.

1. Testing will not be performed on hazardous or contaminated samples.
2. In the event that Schnabel encounters any material which has not been rendered harmless as defined in OSHA 29CFR1910, Schnabel will immediately stop work and report the condition to the client.
3. Samples will be stored for 15 days after testing and then discarded unless other disposition is requested. Additional charges may apply for extended sample storage.
4. Prices may be higher for non-standard test methods and/or specimen size.
5. A surcharge of \$50.00/ea will apply to trimming of oversize or block samples.
6. An overtime surcharge of 50 percent of the unit rate may be applied to testing specifically requested to be performed on an overtime basis (i.e., beyond normal laboratory working hours, weekends, or national holidays).
7. Photographs of specimens tested can be provided, if requested in advance. Additional charges may apply.
8. Prices for testing not described above can be furnished upon request.

Proposal No.: 22430009.00P
Project Name: ACSA Avon Facility
Project Location: Charlottesville, Virginia

Task 01: Observation and Testing of Prepared Fill

(Assume 10 weeks of full-time testing)

Evaluation of the preparation of fill subgrades and full-time observation and testing of the placement and compaction of prepared retaining wall backfill & pavement fill

Associate	4 man-hrs @	\$194.00	\$	776.00
Project Engineer / Technologist	20 man-hrs @	\$148.00	\$	2,960.00
Staff Engineer	80 man-hrs @	\$101.00	\$	8,080.00
Technician II	300 man-hrs @	\$62.00	\$	18,600.00
Nuclear Gauge Rental	10 weeks @	\$175.00	\$	1,750.00
Travel Mileage	50 trips @	\$15.07	\$	753.25
Typing and Reproduction		4%	\$	1,285.73

Task 01 Subtotal **\$ 34,204.98**

Task 02: Observation and Testing of Foundation Construction

(assume 10 week duration for footing and grade beam construction; assume 15 pours at 6 hrs/pour; include cylinder pickup and transportation)

Observation of footing subgrades and reinforcing steel and testing footing concrete

Project Engineer / Technologist	4 man-hrs @	\$148.00	\$	592.00
Staff Engineer	20 man-hrs @	\$101.00	\$	2,020.00
Technician II	70 man-hrs @	\$62.00	\$	4,340.00
Travel Mileage	15 trips @	\$15.07	\$	225.98
Cylinder pickup				
Technician II	15 man-hrs @	\$62.00	\$	930.00
Travel Mileage	15 trips @	\$15.07	\$	225.98
Typing and Reproduction		4%	\$	333.36

Task 02 Subtotal **\$ 8,667.31**

Task 03: Observation and Testing of Cast-in-Place Concrete Construction

(Assume 6 wall and column pours at an average of 8 hrs/pour including reinforcing steel observation and 4 large floor pours at an average of 8 hrs/pour, and 5 small pours at 4 hours per pour)

Observation and testing of cast-in-place wall, column and floor construction including reinforcing steel and field testing of concrete placement

Project Engineer / Technologist	2 man-hrs @	\$148.00	\$	296.00
Staff Engineer	20 man-hrs @	\$101.00	\$	2,020.00
Technician II	100 man-hrs @	\$62.00	\$	6,200.00
Travel Mileage	15 trips @	\$15.07	\$	225.98
Cylinder pickup				
Technician II	15 man-hrs @	\$62.00	\$	930.00
Travel Mileage	15 trips @	\$15.07	\$	225.98
Typing and Reproduction		4%	\$	303.28

Task 03 Subtotal **\$ 10,201.23**

Task 05: Observation and Testing of Unit Masonry Construction

(6 week duration, assumes 18, 4 hour visits)

Observation and testing of reinforced unit masonry construction including full-time monitoring of grout placement and molding 2 sets of grout specimens

Staff Engineer	20 man-hrs @	\$101.00	\$	2,020.00
Technician II	52 man-hrs @	\$62.00	\$	3,224.00
Travel Mileage	18 trips @	\$15.07	\$	271.17
Sample pickup				
Technician II	2 man-hrs @	\$62.00	\$	124.00
Travel Mileage	2 trips @	\$15.07	\$	30.13
Typing and Reproduction		4%	\$	226.77

Task 05 Subtotal **\$ 5,896.07**

Task 06: Observation and Testing of Pavement Construction

(Assume 5, 4 hr visits for subgrade observation; 5, 4 hr visits for aggregate compaction testing; 5, 8 hr visits for observation and testing of asphalt placement; and 4 concrete pavement/pad pours at 5 hrs/pour; include cylinder pickup)

Observation and testing of pavement construction including evaluation of pavement compaction, and observation and testing during placement of asphalt and concrete

Project Engineer / Technologist	4 man-hrs @	\$148.00	\$	592.00
Staff Engineer	20 man-hrs @	\$101.00	\$	2,020.00
Technician II	80 man-hrs @	\$62.00	\$	4,960.00
Nuclear Gauge Rental	10 days @	\$50.00	\$	500.00
Travel Mileage	19 trips @	\$15.07	\$	286.24
Cylinder pickup				
Technician II	4 man-hrs @	\$62.00	\$	248.00
Travel Mileage	4 trips @	\$15.07	\$	60.26
Typing and Reproduction		4%	\$	346.66

Task 06 Subtotal **\$ 9,013.15**

Task 07: Project and Special Inspections Management

Project coordination, scheduling, and reporting

	Estimate		\$	11,617.01
Typing and Reproduction		4%	\$	464.68

Task 07 Subtotal **\$ 12,081.69**

Task 09: Laboratory Testing

Soils Laboratory

Classification, Limits, Sieve & Proctor	3 Samples @	\$362.00	\$	1,086.00
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Compression Tests

Concrete Masonry Units	2 Sets of 3 @	\$195.00	\$	390.00
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Concrete (48 sets of 5)	240 Cylinders @	\$15.00	\$	3,600.00
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Mortar (2 sets of 6)	12 Specimens @	\$25.00	\$	300.00
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Grout (2 sets of 4)	8 Specimens @	\$32.00	\$	256.00
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Typing and Reproduction		4%	\$	225.28
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Task 09 Subtotal **\$ 5,857.28**

Task 10: Observation of Structural Steel Framing

(5 week duration, assume a 6 hr visit per week)

Observation and testing of structural steel framing and connections, confirmation of fabricator's participation in acceptable QC program, and confirmation of appropriate material and welder submittals

Associate	2 man-hrs @	\$194.00	\$	388.00
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Senior Technician II / AWS / CWI	30 man-hrs @	\$97.00	\$	2,910.00
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Travel Mileage (from Richmond)	5 trips @	\$105.46	\$	527.28
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Typing and Reproduction		4%	\$	153.01
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Task 10 Subtotal **\$ 3,978.29**

Total Estimated Fee **\$ 89,900.00**

AMENDMENT NO. 3 PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AMENDMENT dated June 5, 2023, to the existing Letter of Agreement, dated October 17, 2019 between Albemarle County Service Authority (CLIENT) and Dewberry Engineers Inc. (ENGINEER) for providing professional services relating to the design of the Ragged Mountain Phase 1 Water Main Replacement Project located in Charlottesville, Virginia. The agreement is amended as follows:

At the request of the CLIENT, the ENGINEER is to complete additional services related to the preparation of a technical memorandum (TM) evaluating alternative options to replace or renew the existing 10-inch cast iron water main that crosses Morey Creek. The original intent of the Ragged Mountain Phase 1 Water Main Replacement project was to replace an aging 10-inch cast iron water main with new 8-inch ductile iron pipe. Given the steep topography around Morey Creek, directional drilling options under Morey Creek were evaluated in 2019 and eliminated given the constructability challenges. Dewberry provided a letter to the Virginia Department of Transportation (VDOT) in December 2019 justifying the need to keep the water main in Fontaine Avenue Extended and cross their proposed box culvert, which VDOT approved. VDOT recently informed the CLIENT that the bridge replacement project is indefinitely delayed, which impacts the CLIENT's ability to complete the water main replacement project's current design. The CLIENT desires to evaluate options for alternative alignment and construction methods, so the water main replacement project can proceed without reliance on the completion of the VDOT bridge replacement project.

The requested TM will evaluate four (4) options for installing new 8-inch water main across Morey Creek:

1. Open cut excavation
2. Short trenchless installation, such as horizontal jack and bore
3. Rehabilitation of the existing 10-inch cast iron water main by either cured-in-place pipe or spray-in-place pipe
4. Parallel installation with the new raw water transmission main currently under design for Rivanna Water and Sewer Authority; this option primarily addresses the replacement of the existing 10-inch water main and would NOT include an interconnection with the Buckingham Circle water distribution system.

The intent of the TM is to assist the CLIENT with deciding which option may proceed to the design phase and will include some rough order of magnitude costs to assist in the determination of the best option.

A description of the additional services associated with the preparation of the TM follows.

- 1.1 Prepare a TM that evaluates four (4) alternatives for replacing or renewing the existing 10-inch cast iron water main located across Morey Creek. The TM will take into consideration design and construction factors such as ACSA standards, utility impacts, environmental impacts, future development impacts, traffic impacts, permit requirements, property owner impacts, and stakeholder requirements.

The TM will include figures of each alternative and the following sections:

- Overview of Alternatives
- Methods/Materials of Construction
- Design/Construction Considerations
- Opinions of Probable Construction Cost
- Alternatives Summary and Recommendation

- 1.2 To support the review of the feasible construction methods, Dewberry shall utilize a specialized consultant, Schnabel Engineering, to provide geotechnical investigation and engineering services to assist with the evaluation of new water main installation across Morey Creek by open cut excavation of the creek and by a short trenchless installation method, such as horizontal boring.

Schnabel's services are summarized in the attached scope and fee letter. They have conservatively estimated a fee for geotechnical investigation and trenchless evaluation; however, given some of the unknowns for property access and coordination, their fee is not lump sum. They will only bill for actual services performed, and therefore ACSA will only be billed for actual services performed by the specialized consultant.

Assumptions by Schnabel:

- ACSA will provide private property owner notifications. Notice to Proceed (NTP) will follow notifications being sent. Schnabel estimates they can obtain a VDOT Land Use Permit (LUP) and mobilize to drill within about 6 weeks from NTP.
- ACSA will act as applicant for the VDOT LUP. Schnabel will prepare the permit application for ACSA's signature. Can apply for the LUP within 1 week of NTP.
- Schnabel clarified by email on 6/5/23 that access clearing to the boring locations is included with their scope. The statement of "others will provide rights of entry and access to the site" in Schnabel's scope is relative to notifying/coordinating with the land owners/stakeholders.

- 1.3 Submit a PDF copy of the draft TM to ACSA for review. Dewberry will virtually meet with ACSA to review the TM.

- 1.4 Address ACSA comments and submit a PDF copy and one hard copy of the final TM to ACSA.

Dewberry can begin work on this project immediately upon receiving a Notice to Proceed. Our proposed milestone schedule for completion of the technical memorandum is outlined below.

Field Investigation (includes obtaining VDOT LUP & property permissions).....	8 Weeks
Prepare Draft TM (includes 5 weeks to receive geotechnical input).....	8 Weeks
ACSA Review	4 Weeks
Prepare Final TM.....	2 Weeks

The CLIENT and ENGINEER, in consideration of their covenants herein, agree in respect to the performance of professional services by the ENGINEER and payment for those services by the CLIENT as set forth below.

For completion of the additional services described above, the CLIENT shall pay the ENGINEER a Lump Sum, not to exceed amount of **\$78,639**. The amount can be broken down as follows:

All other parts of the Letter of Agreement remain unaltered by this Amendment. This Amendment, including attachments, shall become a part of the existing Letter of Agreement upon its execution by the CLIENT and ENGINEER.

Attachment:

Dewberry Scope of Services Task Spreadsheet, dated May 26, 2023
Specialized Consultant Scope and Fee

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates indicated below.

CLIENT: **Albemarle County Service Authority**

ENGINEER: **Dewberry Engineers Inc.**

BY: _____

Jeremy M. Lynn, P.E.
Director of Engineering

BY: _____



Heather A. Campbell, P.E.
Associate

Date: _____

Date: June 5, 2023

Ragged Mountain Phase 1 Water Main Replacement Project - AMENDMENT :
 Albemarle County Service Authority
 26-May-23

Dewberry Manhour Breakdown

LABOR CLASSIFICATIONS										
TASK	Project Officer QA/QC \$250.00 (HRS)	Project Manager \$225.00 (HRS)	Project Engineer \$135.00 (HRS)	CADD \$120.00 (HRS)	Surveyor \$190.00 (HRS)	Survey Crew \$175.00 (HRS)	Survey Computer \$145.00 (HRS)	TOTAL (HRS)	DIRECT EXPENSES (\$)	COST PER TASK (\$)
TECHNICAL MEMORANDUM										
Geotechnical Investigation and Evaluation		8.00						8.00	\$58,824.00	\$60,624.00
Prepare Draft Tech Memo	4.00	48.00	24.00					76.00		\$15,040.00
Review with ACSA (virtual)		1.00	2.00					3.00		\$495.00
Address comments and Finalize Tech Memo	2.00	4.00	8.00					14.00		\$2,480.00
SUB-TOTAL	6.00	61.00	34.00	0.00	0.00	0.00	0.00	101.00	\$58,824.00	\$78,639.00
TOTALS								101.00	\$58,824.00	\$78,639.00



May 19, 2023

Ms. Heather Campbell, PE
Dewberry Engineers Inc.
4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23060

Subject: Proposal for Geotechnical and Trenchless Engineering Services, ACSA Ragged Mountain Water Main Replacement, Fontaine Avenue Extended, Albemarle County, Virginia (Schnabel Reference 20C43020.01)

Dear Ms. Campbell:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to submit this proposal to provide geotechnical engineering services for this project. We prepared this proposal in response to your email request on May 8, 2023.

SITE DESCRIPTION

The site is located in Albemarle County, Virginia, generally along Fontaine Avenue Extended just west of the Route 29 Bypass. The site is generally bound by Fontaine Avenue Extended to the north, the Keys Academy School to the west, and Route 29 Bypass and associated ramps to the east and south. Morey Creek bisects the site. Fontaine Avenue Extended is carried over Morey Creek by an existing single span bridge. Morey Creek passes under Route 29 Bypass via a triple 8 ft by 10 ft box culvert with invert in and out elevations of about EL 424 and 421, respectively. Existing site grades vary from a high of about EL 480 ft on Route 29 Bypass to a low of about EL 423 at Morey Creek. The banks adjacent to the creek are steep and wooded with typical elevations at the top of the bank around EL 432.

There is an existing ACSA 10 inch diameter cast iron water main that runs through the site. We understand that the exact location of the pipe is not known. However, it generally runs south of the Keys Academy School, passes under Morey Creek and then runs east under Route 29 Bypass and associated ramps. There is also an existing RWSA gravity sewer that parallels Morey Creek on the west side. The sewer also parallels the existing box culvert under Route 29 Bypass and is at a similar elevation as the culvert.

We obtained the site information from Albemarle County GIS data, VDOT plan information in our files, and our site reconnaissance.

PROJECT DESCRIPTION

We understand the project consists of replacing the existing 10 inch diameter cast iron water main with a 8 inch diameter water main pipe. The original project considered a horizontal directional drill (HDD) option under the existing creek. However, the HDD option was determined to have significant challenges

due to topography and the length of the run. An alternative option of running the water main over the planned box culvert that would replace the Morey Creek Bridge was selected. We understand VDOT has now abandoned the bridge replacement project. We understand the team is now re-evaluating the water line alignment and profile. We understand the project team is currently considering four options as follows:

- 1) Open cut across the creek south of Fontaine Avenue
- 2) Trenchless construction under the creek south of Fontaine Avenue
- 3) Line the existing pipe under the creek and open cut replace sections outside of the creek
- 4) Parallel 8 inch diameter line in the planned RWSA RMR to OBS WTP water line trenchless crossing under Route 29 Bypass

We understand that potential trenchless construction under the creek south of Fontaine Avenue is envisioned as a short crossing using a trenchless technique other than HDD (e.g. jack and bore).

We obtained the project information from our previous involvement with the project, your letter to VDOT dated December 31, 2019, and recent communication with you.

BACKGROUND

Schnabel provided a geotechnical exploration consisting of several borings up to 10 ft deep for the original water line replacement project (Schnabel Reference 20C43020.00 report dated November 12, 2020). Schnabel is in the process of providing geotechnical services for the RWSA RMR to OBS WTP raw water line that would extend below the Route 29 Bypass with a trenchless crossing (Schnabel Reference 23430020.00). Based on our experience in the project vicinity we anticipate the project site consists of existing fill and alluvium underlain by residual soils, disintegrated rock, and conglomerate bedrock of the Lynchburg Group from the late Proterozoic period. We anticipate that rock is relatively shallow near the elevation of Morey Creek and that Route 29 Bypass is constructed on significant amounts of Embankment fill within the project limits.

APPROACH

We understand that the first phase of the re-analysis of this project will include evaluating the feasibility of the four options listed above. We understand that Dewberry's deliverable at the conclusion of this phase will be a technical memorandum summarizing the feasibility of the options and providing a recommended option. We understand design of the selected option would be done in a second phase, under a supplemental agreement.

In order to evaluate the options of open cutting or trenchless under the creek, geotechnical data will be needed. We are proposing to drill a limited number of borings to understand the geotechnical conditions to support the evaluation of the two options for new construction across the creek. We will perform the subsurface exploration and laboratory testing and provide a geotechnical data report as a deliverable.

In order to evaluate the option of crossing Route 29 Bypass parallel to the RWSA RMR to OBS WTP raw water line, we will utilize the geotechnical data Schnabel is currently obtaining under separate contract with RWSA.

Schnabel will provide support to Dewberry in evaluating the stream and Route 29 Bypass crossings and developing a recommended option. Specifically, we will provide input on anticipated subsurface conditions and feasibility of trenchless construction.

OBJECTIVE AND SCOPE OF SERVICES

Our proposed scope of services includes:

Task 01 – Geotechnical Engineering

- Subsurface exploration, including:
 - 2 test borings to depths of 70 ft. A total drilling depth of 140 feet, if is proposed.
 - Up to 40 feet of rock core per boring. A total of 80 feet of NX size rock core is proposed.
 - 1 auger probe to a depth of 30 ft to install a temporary water observation well to provide long-term groundwater level data.
- Field services, including:
 - Site reconnaissance.
 - Boring layout.
 - Subcontracted private utility screening of the boring locations.
 - Logging the subsurface exploration.
 - Subcontracted traffic control.
- Laboratory testing, including:
 - 10 Moisture Content, ASTM D2216.
 - 2 Grain Size Distribution, ASTM D6913
 - 2 Hydrometer Analysis, ASTM D422 (and/or D1140).
 - 4 Liquid Limit, Plastic Limit, and Plasticity Index of Soils, ASTM D4318.
 - 4 Unconfined Compressive Strength Test of Rock Core, ASTM D7012
- Geotechnical data report, including:
 - Estimated subsurface conditions and groundwater levels within the area explored based on data collected in the subsurface exploration.
 - Boring logs, laboratory test results, boring location plan, and subsurface profiles (note, relevant boring logs from the RWSA raw water main will be included).

Task 02 – Trenchless Engineering Support

- Trenchless Engineering analysis and report, including:
 - Review of subsurface exploration data and relevant portions of the preliminary project concepts or plans, including any available proposed crossing plans and profiles.
 - Consultation with Dewberry during development of technical memorandum.
 - Trenchless feasibility study that includes:
 - Evaluation of the feasibility of up to two applicable trenchless methods at each crossing (two total crossings).
 - Evaluation of proposed pipe plan and profile relative to potential trenchless methods.

- Evaluation of considerations with regard to pits or shafts for potential trenchless crossings.
 - Comments on open cut considerations vs. trenchless methods.
 - The results of the feasibility study will be summarized in a brief technical memorandum.
 - Response to one round of review comments from Dewberry.

ASSUMPTIONS

Proposed test boring locations are shown on the Proposed Test Boring Location Plan included as Attachment 1. This proposal is based upon furnishing the subsurface exploration at the general locations indicated. It should be noted that we anticipate it is possible that the boring on the west side of the creek will need to be drilled adjacent to Fontaine Avenue Extended due to access constraints and we have budgeted accordingly. Final planned boring locations will be coordinated with your office prior to mobilization. Final boring locations will be offset as necessary to avoid existing structures, subsurface and overhead utilities, and other obstructions to drill rig access.

We will drill the borings to the depths indicated or we will perform the amount of rock coring considered above. In the event shallow obstructions are encountered below grade which cannot be penetrated with ordinary soil drilling equipment, the obstructed borings will be offset and re-drilled. Boring depths included in this proposal are estimated and may be increased or decreased depending upon subsurface conditions encountered. Soil and rock samples obtained in the subsurface exploration will be retained for a period of 45 days beyond the submission of our report unless other disposition is requested.

We have considered that others will provide rights of entry and access to the site. We have also considered that traffic control consisting of lane closure with flaggers will be needed for a boring in the shoulder of Fontaine Avenue Extended if access to the south side of the school is difficult or not granted. We have included three days of traffic control in our cost estimate. We have assumed that a VDOT land-use permit is required for the work, and we have assumed that Schnabel will apply as the agent and ACSA will be the applicant. We have assumed that Schnabel will pay the permit fee, but ACSA will coordinate with VDOT so that a surety bond is not required. We assume drilling in roadways with traffic control will be performed on weekdays between 9 AM and 4 PM. We have assumed that other field work will be performed on weekdays between 7 AM and 7 PM.

This proposal considers boring locations will be accessible with ATV-mounted equipment assisted by a bulldozer and chainsaw to clear trails. Progress of site work may be dependent upon weather and ground conditions, or other factors beyond our control. Some damage to the ground surface, trees, and bushes may result from drilling operations. We will attempt to limit any such damage, but no restoration is included.

Borings will be backfilled with grout. Excess spoils will be left on-site. The auger probe will contain the temporary observation well. The temporary observation well will be abandoned and backfilled with bentonite after stabilized water level readings are obtained.

We have assumed the subsurface materials are free of environmental contaminants and the materials we encounter will not require personal protective equipment beyond OSHA Level D. We have also considered no special handling of samples will be required. If environmentally-contaminated materials

Dewberry Engineers, Inc.
ACSA Ragged Mountain Water Main Replacement

are encountered, Schnabel will not take responsibility for managing them. We can advise the Owner of alternatives under a separate assignment.

We will locate borings in the field using a sub-meter accuracy GPS unit. Ground surface elevations at the boring locations will be estimated from topographic data provided by your office or County GIS data.

We will contact VA811 (formerly Miss Utility) prior to mobilizing any drilling or excavating equipment to the project site. VA811 will contact the appropriate public utility companies (or their contract locators) to mark their utilities on the project site. Between 48 and 72 hours are typically required to clear utilities on a site. We will not be responsible for damage or disruption of utilities or other subsurface features not indicated to us in advance.

CLIENT-PROVIDED DATA

The public utility companies will not mark private utilities on a site. Private utilities include all utilities between the public utilities' metering devices and any existing facility on site; all storm and sanitary sewers on site; buried electric lines to light poles, signs or other electrical devices; irrigation lines; etc. Location of private utilities is the responsibility of the Property Owner according to the *Miss Utility Virginia Professional Excavators' Manual*. The Property Owner should provide plans showing the locations of all private utilities, mark the private utilities, or arrange for a private utility locator service. This proposal includes screening boring locations for private utilities.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- A final geotechnical engineering study
- Environmental studies
- Attendance at client review meetings

ESTIMATED FEE

Our estimated fee for the proposed services is summarized in the table below. A breakdown of the estimated fee is included as Attachment 2.

Task	Estimated Fee
Task 01 - Geotechnical Engineering Services	\$43,944
Task 02 - Trenchless Engineering Services	\$14,880
TOTAL	\$58,824

These fees are for the specific scope of services detailed herein. The total fee depends upon the final boring locations, conditions encountered, the weather, and other conditions beyond our control. This is not a lump sum fee. We will only invoice for the services requested and provided. We will not exceed the estimated fee without prior written approval. If the subsurface conditions encountered during our exploration are different from those anticipated, we will recommend that additional borings, hand augers or tests be performed. We will base the fee for these additional services on our current unit prices at the time you authorize the services.

Dewberry Engineers, Inc.
ACSA Ragged Mountain Water Main Replacement

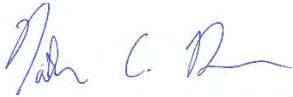
GENERAL

The Terms and Conditions of our Master Services Agreement with Dewberry effective August 1, 2016 (Schnabel reference 16S13008), will apply to this proposed agreement. We understand you will issue a PO to authorize these services. This proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and are looking forward to a cordial working relationship for this engagement. Please contact our office if you have any questions with regard to this proposal.

Sincerely,

SCHNABEL ENGINEERING, LLC

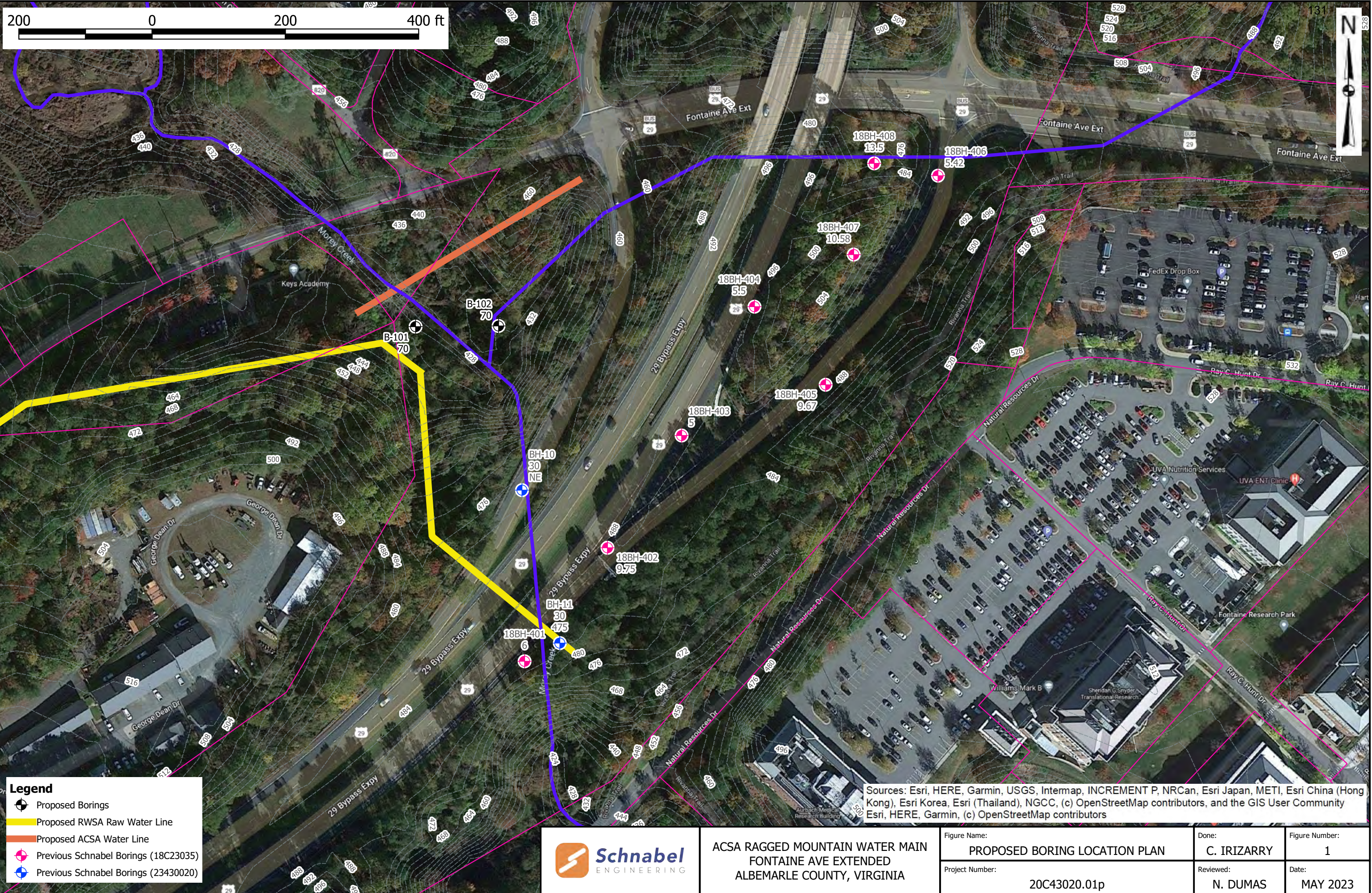
A handwritten signature in blue ink, appearing to read 'Nathan C. Dumas', is positioned above the printed name.

Nathan C. Dumas, PE
Senior Associate

CMS:NMS:NCD

Attachments:


- (1) Proposed Test Boring Location Plan
- (2) Breakdown of Estimated Fee



Legend

- Proposed Borings
- Proposed RWSA Raw Water Line
- Proposed ACSA Water Line
- Previous Schnabel Borings (18C23035)
- Previous Schnabel Borings (23430020)

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	ACSA RAGGED MOUNTAIN WATER MAIN FONTAINE AVE EXTENDED ALBEMARLE COUNTY, VIRGINIA		Figure Name: PROPOSED BORING LOCATION PLAN	Done: C. IRIZARRY	Figure Number: 1
			Project Number: 20C43020.01p	Reviewed: N. DUMAS	Date: MAY 2023



Task 01 - Geotechnical Engineering Breakdown of Estimated Fee

Project Name: ACSA Ragged Mtn Ph 2 Water Main
Proposal No: 20C43020.01P
Date: May 19, 2023

1.0 Professional Personnel

1.0 Planning and Project Management

Senior Associate	1 hrs @	\$ 213.00	\$ 213.00
Associate	4 hrs @	\$ 194.00	\$ 776.00
Project Engineer	4 hrs @	\$ 148.00	\$ 592.00
Senior Staff Engineer/Geologist	4 hrs @	\$ 120.00	\$ 480.00

Total, Part 1.0 \$ 2,061.00

1.1 Field Engineering

Project Engineer	6 hrs @	\$ 148.00	\$ 888.00
Senior Staff Engineer/Geologist	60 hrs @	\$ 120.00	\$ 7,200.00
Staff Engineer/Geologist	hrs @	\$ 101.00	\$ -

Total, Part 1.1 \$ 8,088.00

1.2 Report Appendices - Logs, Lab, Figures

Principal	1 hrs @	\$ 236.00	\$ 236.00
Senior Associate	hrs @	\$ 213.00	\$ -
Associate	2 hrs @	\$ 194.00	\$ 388.00
Senior Engineer	hrs @	\$ 172.00	\$ -
Project Engineer	4 hrs @	\$ 148.00	\$ 592.00
Senior Staff Engineer/Geologist	6 hrs @	\$ 120.00	\$ 720.00
Staff Engineer/Geologist	hrs @	\$ 101.00	\$ -
Administrative	hrs @	\$ 47.00	\$ -

Total, Part 1.2 \$ 1,936.00

1.3 Geotechnical Data Report

Principal	4 hrs @	\$ 236.00	\$ 944.00
Senior Associate	hrs @	\$ 213.00	\$ -
Associate	4 hrs @	\$ 194.00	\$ 776.00
Senior Engineer	hrs @	\$ 172.00	\$ -
Project Engineer	12 hrs @	\$ 148.00	\$ 1,776.00
Senior Staff Engineer/Geologist	4 hrs @	\$ 120.00	\$ 480.00
Staff Engineer/Geologist	hrs @	\$ 101.00	\$ -
Administrative	1 hrs @	\$ 47.00	\$ 47.00

Total, Part 1.3 \$ 4,023.00

Total, Part 1 \$ 16,108.00

2.0 Subcontractors**2.1 Subsurface Exploration****Connelly**

Mobilization/Demobilization	1	EA @	\$ 1,025.00	\$ 1,025.00
Fuel Surcharge	1	EA @	\$ 175.00	\$ 175.00
Bulldozer Mob	1	EA @	\$ 550.00	\$ 550.00
Bulldozer Rental	1	Days @	\$ 2,500.00	\$ 2,500.00
Test Boring, 2¼ or 3¼, 0-40 ft	60	LF @	\$ 17.00	\$ 1,020.00
Test Boring, 2¼ or 3¼, 40-80 ft		LF @	\$ 18.50	\$ -
Test Boring, 2¼ or 3¼, 80-120 ft		LF @	\$ 21.00	\$ -
Auger Probe	30	LF @	\$ 13.75	\$ 412.50
Continuous Sampling		LF @	\$ -	\$ -
Rock Core Setup Fee	2	EA @	\$ 200.00	\$ 400.00
NQ Rock Coring, 0-100 ft	80	LF @	\$ 57.50	\$ 4,600.00
Water Hauling	4	Days @	\$ 225.00	\$ 900.00
Hourly (Standby, Chainsaw, etc.)	8	HR @	\$ 450.00	\$ 3,600.00
Water Observation Well, 1" PVC	30	LF @	\$ 10.00	\$ 300.00
Grout Backfill	140	LF @	\$ 15.50	\$ 2,170.00

Subtotal, Part 2.1		\$ 17,652.50
Contract Admin Fee	15%	\$ 2,647.88
Total, Part 2.1		\$ 20,300.38

2.2 Private Utility Locating**Precise Locating**

Utility Locating	6	HR @	\$ 100.00	\$ 600.00
Ground Penetrating Radar (GPR)		HR @	\$ 150.00	\$ -
Travel Mileage	140	miles @	\$ 0.66	\$ 91.70

Subtotal, Part 2.2		\$ 691.70
Contract Admin Fee	15%	\$ 103.76
Total, Part 2.2		\$ 795.46

2.3 Traffic Control**PD Brooks Traffic Control**

Flagger w/ Sign	6 EA @	\$ 364.00	\$ 2,184.00
Traffic Technician	3 EA @	\$ 600.00	\$ 1,800.00
Pilot Car	EA @	\$ 600.00	\$ -
Construction Signs	20 EA @	\$ 8.00	\$ 160.00
Cones	50 EA @	\$ 0.75	\$ 37.50

Subtotal, Part 2.3	\$ 4,181.50
Contract Admin Fee 15%	\$ 627.23
Total, Part 2.3	\$ 4,808.73

Total, Part 2 \$ 25,904.56

3.0 Unit Billings**3.1 Soil Laboratory Testing**

Natural Moisture Content	10 EA @	\$ 11.00	\$ 110.00
Natural Moisture Content & Density	EA @	\$ 60.00	\$ -
Atterberg Limits	4 EA @	\$ 92.00	\$ 368.00
Sieve Analysis	2 EA @	\$ 92.00	\$ 184.00
200/40 Cut	EA @	\$ 68.00	\$ -
Hydrometer Analysis	2 EA @	\$ 182.00	\$ 364.00
Specific Gravity	EA @	\$ 95.00	\$ -
Triaxial Compression (UU)	EA @	\$ 245.00	\$ -
Triaxial Compression (CU)	EA @	\$ 520.00	\$ -
Consolidation Test	EA @	\$ 498.00	\$ -
Compaction Test (ASTM D-698)	EA @	\$ 178.00	\$ -
CBR Test (VTM-8)	EA @	\$ 195.00	\$ -
Corrosion Potential Series	EA @	\$ 216.00	\$ -
UCS of Rock Core (ASTM D7012)	4 EA @	\$ 140.00	\$ 560.00

Total, Part 3.1 \$ 1,586.00

3.2 Other Unit Billings

GPS Rental	1 Days @	\$ 100.00	\$ 100.00
Bentonite (per well)	1 EA @	\$ 8.00	\$ 8.00

Total, Part 3.2 \$ 108.00

Total, Part 3 \$ 1,694.00

4.0 Reimbursable Expenses

Travel Mileage	50 miles @	\$ 0.66	\$ 37.66
Miscellaneous (i.e. permits, fees)	1 Allowance	\$ 200.00	\$ 200.00

Total, Part 4 \$ 237.66

TOTAL ESTIMATED FEE \$ 43,944.22



Task 02 - Trenchless Engineering Breakdown of Estimated Fee

Project Name: ACSA Ragged Mtn Ph 2 Water Main
Proposal No: 20C43020.01P
Date: May 19, 2023

1.0 Professional Personnel

1.0 Trenchless Feasibility Analysis

Principal	12 hrs @	\$ 236.00	\$ 2,832.00
Senior Associate	24 hrs @	\$ 213.00	\$ 5,112.00
Senior Engineer	30 hrs @	\$ 172.00	\$ 5,160.00
Project Engineer	12 hrs @	\$ 148.00	\$ 1,776.00

Total, Part 1.0 \$ 14,880.00

TOTAL ESTIMATED FEE \$ 14,880.00

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

<p>AGENDA TITLE: Capital Improvement Program (CIP) Project Close-outs</p> <p>STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering</p>	<p>AGENDA DATE: June 15, 2023</p> <p>ACTION: <input type="checkbox"/> INFORMATION: <input type="checkbox"/></p> <p>CONSENT AGENDA:</p> <p>ACTION: <input checked="" type="checkbox"/> INFORMATION: <input type="checkbox"/></p> <p>ATTACHMENTS: YES</p>
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BACKGROUND: This is a routine process to close-out CIP Projects that have been completed and no longer require expenditures of funds. Seven CIP Projects are to be closed-out with a balance of unexpended funds in the 3R Fund.

DISCUSSION:

- ❖ Questions about the CIP Projects being closed out.

BUDGET IMPACT: None.

RECOMMENDATIONS: Close-out the seven CIP Projects listed in the detailed memo.

BOARD ACTION REQUESTED: Approval of the Consent Agenda.

ATTACHMENTS:

- ❖ Detailed memo of the completed CIP Projects and the amount of expended funds.



MEMORANDUM

To: Board of Directors
From: Jeremy M. Lynn, P.E., Director of Engineering
Date: June 15, 2023
Re: Capital Improvement Program (CIP) Project Close-outs
cc: Michael E. Derdeyn

The following projects have been completed in the Capital Improvement Program (CIP):

Hydraulic Modeling Software (Account Code 1627): This purchase replaced the previous hydraulic modeling software that had been utilized by the Engineering Department for more than 15 years. To be more compatible with the modeling efforts of our utility partners, and to ensure more consistent support from our Engineering Term Contract Consultants, a decision was made to replace the current software with WaterGEMS. This project did not result in any over or under expended funds.

Briarwood Pump Station Generator (Account Code 1767): In an effort to reduce risk and increase resiliency at the Briarwood Sewer Pump Station, Maintenance identified the need to install a permanent generator at this site to avoid deployment of one of our portable generators. As part of the permanent generator installation process, security fence modifications were necessary. This project resulted in unexpended funds of \$8,020.61, due to construction costs being less than anticipated.

FY 2021 Miscellaneous Sewer Rehabilitation (Account Code 1904): This project addresses our strategic goal of reducing infiltration and inflow (I&I) in our wastewater collection system and is part of our "Find and Fix" miscellaneous sewer rehabilitation program. This project included sewer rehabilitation throughout our collection system, incorporating CIPP (cured-in-place pipe) lining along with a variety of manhole rehabilitation work (manhole coating, pipe and joint sealing, and bench and channel improvements). The project resulted in unexpended funds of \$10,113.31.

FY 2022 Miscellaneous Sewer Repair/Replacement (Account Code 1905):

This project addresses our strategic goal of reducing infiltration and inflow (I&I) in our wastewater collection system and is part of our “Find and Fix” miscellaneous sewer rehabilitation program. This project covered sewer rehabilitation through the adjustment and replacement of manhole covers, a point repair, and stream/bank stabilization. The project resulted in unexpended funds of \$178,949.37, due to minimal repairs discovered during CCTV efforts by ACSA Maintenance crews.

FY 2022 Miscellaneous Sewer Rehabilitation (Account Code 1906): This project addresses our strategic goal of reducing infiltration and inflow (I&I) in our wastewater collection system and is part of our “Find and Fix” miscellaneous sewer rehabilitation program. This project included sewer rehabilitation throughout our collection system, incorporating CIPP (cured-in-place pipe) lining along with a variety of manhole rehabilitation work (manhole coating, pipe and joint sealing, and bench and channel improvements). The project resulted in unexpended funds of \$122,087.27.

Hollymead Drainage Basin SSES and Rehabilitation (Account Code 1825):

This project included evaluation and rehabilitation efforts within the oldest areas of the Hollymead Subdivision, as well as the offsite portion of the sewer main that serves the westernmost area of Forest Lakes South. The sanitary sewer evaluation survey (SSES) included manhole inspections, sewer flow monitoring, smoke testing, night flow isolation and measurement, and CCTV inspection of gravity sewer mains. Following completion of the evaluation, rehabilitation of nearly 175 manholes was performed within this drainage basin. The project resulted in unexpended funds of \$62,539.68, due to the SSES and rehabilitation costs being less than anticipated.

Force Main Condition Assessment (Account Code 1826): This project included the complete condition assessment and evaluation of most of our sanitary sewer force mains at pump stations within the ACSA wastewater system utilizing SmartBall and transient pressure monitoring technology. Following the Force Main Condition Assessment, a portion of the Woodbrook Force Main was replaced due to thinning pipe wall conditions discovered. The project resulted in unexpended funds of \$56,361.76, most of which was attributed to pavement restoration savings through coordination with VDOT.

The following is a financial summary of the projects:

Account Description:	Appropriated Amount	Expended Amount	Unexpended Amount
Hydraulic Modeling Software Replacement	\$39,298.52	\$39,298.52	\$0.00
Briarwood Pump Station Generator	\$54,100.00	\$46,079.39	\$8,020.61
FY 2021 Miscellaneous Sewer Rehabilitation Project	\$200,000.00	\$189,886.69	\$10,113.31
FY 2022 Miscellaneous Sewer Repair/Replacement Project	\$200,000.00	\$21,050.63	\$178,949.37
FY 2022 Miscellaneous Sewer Rehabilitation Project	\$200,000.00	\$77,912.73	\$122,087.27
Hollymead Drainage Basin SSES and Rehabilitation	\$472,786.00	\$410,246.32	\$62,539.68
Force Main Condition Assessment	\$327,745.00	\$271,383.24	\$56,361.76
Total	\$1,493,929.52	\$1,055,857.52	\$438,072.00

Board Action

We are requesting the Board of Directors close-out the listed projects.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

CONSENT AGENDA

AGENDA TITLE: Preparing for Hurricane Season STAFF CONTACT(S)/PREPARER: Mike Lynn	AGENDA DATE: June 15, 2023 ACTION: None ATTACHMENTS: Yes
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BACKGROUND: Since the year 2000, Virginia has been in the path of weather events that started out as named hurricanes. These events have caused flooding, high wind, tornados, loss of life and billions of dollars in damages.

Some of these storms have impacted the ACSA's ability to provide water and sewer service to customers. Hurricane Isabel made landfall along the East Coast and cut a swath of damage across central Virginia in September 2003. The wind caused thousands of trees to fall and take out power in our area. As a result of Isabel, ACSA had pump stations lose power with no backup generators or bypass pumps.

DISCUSSION: After Isabel, three trailer mounted generators (Attachment 1) were purchased and manual transfer switches (Attachment 2) were installed at all water stations. Permanent generators have since been purchased and installed at all ACSA water pump stations except Scottsville and Northfields. The trailer mounted generators are staged if needed at these two locations. Also, emergency bypass connections (Attachment 3) have been installed at most stations should one of the permanent generators break down.

Additional preparations include:

- Checking stream crossings and removing any debris that has washed downstream and built up around the concrete piers.
- Making sure chainsaws are serviced in addition to having extra fuel mix and chains for each saw on the shelf.
- Putting extra maintenance employees on standby who can respond and assist the person on standby duty.
- Generators have required maintenance intervals and are exercised weekly.
- A 100-gallon fuel tank allows filling generators that may be low on fuel during an extended weather event.
- Keeping tarps on hand to cover any roof damage at pump stations.
- Making sure the leak trailer is stocked and ready.

- Two sewer pumps (Attachment 4) and a potable water pump are well maintained and available.
- Checking and cleaning out culvert pipes at pump station and water tank driveways.
- SCADA is used to set tank levels to have optimum water quality during certain weather events. The tank levels are set to full just to make sure the maximum volume of water is available in the distribution system.

While the ACSA goal is to keep the system functioning for customers, every effort is made to protect employees. Should sustained winds reach 50 mph, crews will be pulled in for their safety.

BOARD ACTION REQUESTED: None

ATTACHMENTS:



(Attachment 1) Trailer Mounted Generator

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

CONSENT AGENDA



(Attachment 2) Emergency Transfer Switch




(Attachment 3) Emergency Bypass Connection



(Attachment 4) Emergency Bypass Pump

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Rivanna Water & Sewer Authority (RWSA) Monthly Update STAFF CONTACT(S)/PREPARER: Gary O'Connell, Executive Director 	AGENDA DATE: June 15, 2023 CONSENT AGENDA: Informational ATTACHMENTS: No
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BACKGROUND: This report continues the monthly updates on the Rivanna Water & Sewer Authority (RWSA) projects and Board meetings. Below are some updates on RWSA major projects and issues, including updates from the May 23rd RWSA Board Meeting and other communications.

RWSA Board Meeting and other Updates and Approvals at the May 23rd Board Meeting:

- **Sugar Hollow Reservoir:** On May 8, RWSA staff met with the Moorman's Scenic River Advisory Group and representatives of Trout Unlimited at the Sugar Hollow Reservoir to discuss the operational procedures to release water from the reservoir, and to receive suggestions from the group to improve downstream water flow conditions for the benefit of the stream ecology. Several proposals suggested during the meeting will be reviewed by VDEQ and considered in the update of our Flow Measurement Design Plan and Operational Manual. The public information meeting planned for May 16 was postponed until such time as they have completed discussions with VDEQ and any additional revisions to the Manual.
- **Crozet Community Advisory Committee (CAC) Meeting:** On May 10, RWSA staff presented information to the Crozet CAC about topics including RWSA and ACSA roles and responsibilities; water and wastewater facilities in the Crozet service area; recent capital improvements and demand projection studies, as well as future capital projects including: the Beaver Creek Dam and Pump Station Modifications, the Crozet Water Treatment Granular Activated Carbon (GAC) Expansion, and the Crozet Wastewater Pump Stations Rehabilitation Project. Members of the Crozet CAC and the attending public had several questions about these projects, water quality and quantity impact due to the impact of development as well as the security of the water and wastewater facilities against physical and cyber-attack.

RWSA Major Capital Project Updates:

RWSA continues to work with UVA and UVAF to acquire the final easements on the following major water piping projects with a late June target date:

1. South Fork Rivanna to Ragged Mountain Reservoir Water Pipe: 8 miles of 36" pipe.

AGENDA ITEM EXECUTIVE SUMMARY

Status: All of the required documents (deeds of easement, plats, compensation agreements, appraisals) have been updated to include requests from UVAF. These documents were delivered to UVAF on May 15, 2023 for final consideration and execution.

2. Ragged Mountain Reservoir to Observatory WTP Water Pipe and Pump Station: 5 miles of 36" pipe.

Status: The University identified a potential conflict with the routing of the proposed 36" raw water line between Fontaine Avenue and the Stadium Road Pump Station. RWSA is coordinating with UVA to resolve the conflict.

3. Central Water Line: 5 miles of 24" and 36" water pipe primarily along Cherry Avenue.

Status: Engineering plans and specifications are moving forward to the 60% completion stage. Bid in December with construction expected to begin in April 2024. Final design expected in July for review. An extensive communication effort will be completed with the communities adjacent to the project before construction begins.

- **RWSA FY '24 Budget:** Was approved by the RWSA Board . This forecast and rate are what is included in the Proposed ACSA FY '24 Budget. A summary follows:

RWSA Budget Summary FY 2023 - 2024		
Total Budget	\$47.7 million	\$5.8 million increase = 13.9%
1. Debt Service	\$23.3 million	\$3.6 million increase = 18.2%
2. Expenses	\$24.4 million	\$2.2 million increase = 10.1%
City Charges	\$17.8 million	\$1.5 million increase = 9.3%
ACSA Charges	\$27.0 million	\$3.2 million increase = 13.4%

RWSA Budget Financial Forecast FY 2024 - 2028						
RWSA Charge Increase (%)	FY	24	25	26	27	28
• City		9.3%	9.7%	9.0%	9.4%	10.0%
• ACSA		13.4%	12.4%	11.7%	11.6%	11.4%
FY 24 Capital Budget		\$34.3 million				
FY 24-28 CIP		\$326.1 million, less Grants of 20.6 million				
New CIP Debt Anticipated		\$232 million				
Note: Actual Urban water and wastewater flows in FY 2022 and terms of the Northern Area Drinking Water Agreement resulted in a \$480,000 shift in operating costs = 2.9% decrease for City and 2.0% increase for ACSA.						

AGENDA ITEM EXECUTIVE SUMMARY

- **Engineering Design Services Approval:**

- Beaver Creek Dam Design;
- South Fork Rivanna Reservoir (SFRR) to Ragged Mountain Reservoir (RMR) Pipeline; Intake and Facilities Project – Pipeline Design, Bidding and Construction Services;
- SFRR to RMR Intake and Pump Station Preliminary Engineering Report;
- Crozet Wastewater Pump Station Rebuilds;
- Emmet Streetscape Water Line Betterment Design Services.

- **South Rivanna and Observatory Water Treatment Plant Renovations**

Design Engineer:	Short Elliot Hendrickson, Inc. (SEH)
Construction Contractor:	English Construction Company
Construction Start:	May 2020
Percent Completion:	85%
Completion Date:	October 2023
Base Construction Contract:	\$37,889,941
Approved Capital Budget:	\$43,000,000

Current Status:

Shutdown of the OBWTP completed, operating at 60% capacity until mid-June when final testing completed. South Rivanna work essentially completed.

History:

The Observatory project includes the design and costs for upgrading the plant systems to achieve an upgraded 10 mgd plant capacity. Much of the Observatory Water Treatment Plant is original to the 1953 construction.

- **Airport Road Water Pump Station and Piping**

Design Engineer:	Short Elliot Hendrickson (SEH)
Contractor:	Anderson Construction
Construction Start:	December 2021
Percent Complete:	43%
Completion Date:	September 2024
Budget:	\$10,000,000

Current Status:

The block walls are being erected at the pump station. Installation of two parallel water lines along Berkmar Drive.

AGENDA ITEM EXECUTIVE SUMMARY

History:

The Route 29 Pipeline and Pump Station Master Plan was developed in 2007 and originally envisioned as a multi-faceted project that reliably connected the North and South Rivanna pressure bands; reduced excessive operating pressures and developed a new Airport pressure zone to serve the highest elevations near the Airport and Hollymead Town Center. The master plan update was completed in June of 2018 to reflect the changes in the system and demands since 2007.

- **Ragged Mountain Reservoir to Observatory Water Treatment Plant Raw Water Line and Raw Water Pump Station**

Design Engineer:	Michael Baker International (Baker)
Project Start:	August 2018
Project Status:	Easement Acquisition & Design (60%)
Construction Start:	2024
Completion:	December 2028
Current Project Estimate:	\$44,000,000

Current Status:

Preparation of engineering plans and specifications continues. RWSA staff is reviewing plans for the water line, which includes the vast majority of the piping to be installed under the project. Easement negotiations with UVA, and the UVA Foundation continue. Waterline design is at 90%. Utility test holes and geotechnical borings are also underway.

History:

Raw water is currently transferred from the Ragged Mountain Reservoir (RMR) to the Observatory Water Treatment Plant by way of two 18-inch cast iron raw water lines, which have been in service for more than 110 and 70 years, respectively. The proposed water line will be able to reliably transfer water to the expanded Observatory Plant, which, upon completion, will have the capacity to treat 10 mgd. The new single water line will be constructed of 36-inch ductile iron and will be approximately 14,000 feet in length.

The RMR to Observatory WTP raw water pump station is planned to replace the existing Stadium Road and Royal Pump Stations, which have exceeded their design lives or will require significant upgrades with the Observatory WTP expansion. The pump station will pump up to 10 mgd of raw water to the Observatory WTP. Integration of the new pump station with the planned South Rivanna Reservoir (SRR) to RMR Pipeline is being planned in the interest of improved operational and cost efficiencies and emergency redundancy. An integrated pump station would also include the capacity to transfer up to 16 mgd of raw water from RMR back to the SRR WTP.

AGENDA ITEM EXECUTIVE SUMMARY

- **South Rivanna Reservoir to Ragged Mountain Reservoir Pipeline, Intake and Facilities**

Design Engineer:	Kimley Horn
Project Start:	July 2023
Design Status:	1%
Construction Start:	June 2026
Completion:	December 2030
Current Project Estimate:	\$79,700,000

Current Status:

This project will include construction of a raw water pipeline from the South Fork Rivanna Reservoir (SFRR) to the northern terminus of the previously constructed Birdwood Raw Water Line. This project, combined with the Ragged Mountain Reservoir (RMR) to Observatory Water Treatment Plant Raw Water Line, will complete the SFRR-RMR transfer line. The project will also include the construction of a new 25 mgd raw water intake and pump station at SFRR. The section of waterline previously to be constructed under the Birdwood to Old Garth Project will now be included in this larger effort. The draft CSX railroad permit was received for this portion of the project and staff is working through comments with the railroad. One remaining easement is under negotiation with the UVA Foundation for this portion of the project. A topographic survey for the pipeline is underway. Design work has begun.

History:

The approved 50-year Community Water Supply Plan includes the construction of a new raw water pipeline from the South Rivanna River to the Ragged Mountain Reservoir. This new pipeline will replace the Upper Sugar Hollow Pipeline along an alternative alignment to increase raw water transfer capacity in the Urban Water System. The project includes a detailed routing study to account for recent and proposed development and road projects in Albemarle County and the University of Virginia. Preliminary design, preparation of easement documents, and acquisition of water line easements along the approved route is also being completed as part of this project that will lead to final design of the raw water line, reservoir intake and pump station.

- **Beaver Creek Dam, Pump Station, and Piping Improvements**

Design Engineer:	Schnabel Engineering (Dam)
Design Engineer:	Hazen and Sawyer (Pump Station)
Project Start:	February 2018
Project Status:	99% NRCS Planning Process
Construction Start:	2025
Completion:	June 2028
Budget:	\$43,000,000

AGENDA ITEM EXECUTIVE SUMMARYCurrent Status:

A Joint Permit Application and supporting documents were submitted to VDEQ. Remaining NRCS requirements, including review and approval of the planning study, have been completed. The revised Plan Environmental Assessment was approved by the NRCS. NRCS funding for the final design and dam spillway upgrades will be requested at a future date. A report is under review by NRCS.

The final design work has been approved for the new raw water pump station, intake and hypolimnetic oxygenation system.

History:

RWSA operates the Beaver Creek dam and reservoir as the sole raw water supply for the Crozet area. In 2011, an analysis of the Dam Breach inundation areas and changes to Virginia Department of Conservation and Recreation (DCR) *Impounding Structures Regulations* prompted a change in hazard classification of the dam from significant to high hazard. This change in hazard classification requires that the capacity of the spillway be increased, and the dam be replaced. This CIP project includes investigation, preliminary design, public outreach, permitting, easement acquisition, final design, and construction of the anticipated modifications. Work for this project includes a new relocated raw water pump station and intake. RWSA staff will continue to pursue federal funding for later phases of the project to cover a portion (70%) of final design and construction costs.

- **South Fork Rivanna River Crossing**

Design Engineer:	Michael Baker International (Baker)
Project Start:	November 2020
Project Status:	87% Design
Construction Start:	Fall 2023
Completion:	September 2024
Budget:	\$7,000,000

Current Status:

Easement acquisition has begun and includes County of Albemarle property in Brook Hill River Park along Rio Mills Road. A required easement on the south side of the river is on a remnant property from the VDOT Berkmar Bridge project and cannot finalize that easement until the property transfer back to the original owner is complete. Additional permitting being sought for the project.

History:

RWSA has previously identified through master planning that a 24-inch water main will be needed from the South Rivanna Water Treatment Plant (SRWTP) to Hollymead Town

AGENDA ITEM EXECUTIVE SUMMARY

Center to meet future water demands. Two segments of this water main were constructed as part of the VDOT Rt. 29 Solutions projects, including approximately 10,000 LF of 24-inch water main along Rt. 29 and 600 LF of 24-inch water main along the new Berkmar Drive Extension, behind the Kohl's department store. To complete the connection between the SRWTP and the new 24-inch water main in Rt. 29, there is a need to construct a new river crossing at the South Fork Rivanna River. Acquisition of right-of-way will be required at the river crossing.

- **Upper Schenks Branch Interceptor, Phase II**

Design Engineer:	Frazier Engineering, P.A.
Project Start:	July 2021
Project Status:	Design
Construction Start:	TBD
Completion:	TBD
Current Project Estimate:	\$4,725,000

Current Status

After a recent meeting with City and County staff, RWSA has submitted project summary information and an easement on County property with a valuation estimate for the County's review. Initial meetings with County staff are occurring.

- **SRR to RMR Pipeline – Pretreatment Pilot Study**

Design Engineer:	SEH/DiNatale
Project Start:	August 2020
Project Status:	5% (Phase 3)
Completion:	December 2023
Budget:	\$31,739 (Phase 3)

Current Status:

Final efforts are underway to better clarify operations of the raw water transfer system and associated reservoir levels during drought conditions. The next phase is underway and includes the installation of nutrient monitoring/measuring equipment, and a report on the effectiveness of the equipment.

History:

As part of the SRR to RMR Pipeline project, the impact of sending raw water from the SRR to RMR has been previously studied and a significant amount of pretreatment was initially identified as being needed to avoid reducing the quality of the raw water contained within the RMR. With the pipeline easement acquisition process well underway and additional information now available associated with the proposed timing of this overall

AGENDA ITEM EXECUTIVE SUMMARY

project based on water demand projections, the intent of this project is to update the pretreatment needs anticipated.

The study is anticipated to be completed in four phases: 1. Analysis and Correlation of Existing Water Quality and Seasonal Weather Data; 2. Enhanced Water Quality Sampling; 3. Pretreatment Piloting; 4. Level Setting for the Final Pretreatment Solution. Phase 1 commenced in January 2021 and was completed in July 2021. Phase 2 began in June 2021.

- **Central Water Line Project**

Design Engineer:	Michael Baker International (Baker)
Project Start:	July 2021
Project Status:	37% Design
Construction Start:	April 2024
Completion:	December 2028
Budget:	\$41,000,000

Current Status:

Detailed field investigation and design are underway, as well as adjacent utility coordination. Next steps include conducting soil borings along the alignment and beginning easement acquisition.

History:

The hydraulic connectivity in the Urban System is less than desired, creating operational challenges and reduced system flexibility and redundancy. Recent efforts and modeling for the Urban Finished Water Infrastructure Master Plan have determined that a central water line corridor through the City is the best option to hydraulically connect the Observatory Water Treatment Plant to the Urban service area.

ACSA Board Future Policy Issues Agendas 2023-2024

	July '23	August '23	Sept. '23	Oct. '23	Nov. '23	Dec. '23	Jan. '24	Feb. '24	Mar. '24	Pending Issues
	July 20th	August 17th	September 21st	October 19th	November 16th	December 21st	January 18th	February 15th	March 15th	
Regular 3rd Thursday Monthly Meetings	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Water Supply Plan Project Status Reports Water Treatment Plants RWSA CIP Central Water Line-Reservoirs Pipeline North Rivanna System
	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Monthly Financial and CIP Reports	Annual Water Quality Reports (May)
	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Capital Project Authorizations	Board Organizational Meeting each January
	Operational Presentation	Year-End Appropriations	Operational Presentation	Operational Presentation - Construction Inspection	Operational Presentation - Climate Action and Sustainability	Operational Presentation	Operational Presentation	Operational Presentation	Operational Presentation	Annual Report - January
	Strategic Plan Update 2023-25	Operational Presentation - Training and BizL Library	Imagine a Day Without Water		Annual Financial Report and Audit Report	Annual Investment Report	Board Organizational Meeting - Election of Officers	AMI Project Status Report	Proposed FY '25 Capital Improvement Program (CIP)	Water Audit and Energy Audit
	Crozet Easement	Long Term Financial Plan	Offsite Credits			Budget Guidelines and Schedule for FY '25 Budget/Rates	Strategic Plan Update		"Fix a Leak" Water Conservation Event	Strategic Plan Updates-2023-2025 January and July
			New Billing System Proposal			Holiday Schedule 2024	Annual Report			Annual Water Conservation Report - January
						Board Meeting Schedule 2024				Operational Presentation-Sewer Rehab Relining
										National Drinking Water Week-April Imagine a Day Without Water - September
										Federal/State Water Quality Regulations Lead and Copper; PFAS; Emerging Contaminants
										Emergency Preparedness - Regional Exercise
										Annual Investments Report December
										Operational Presentations
										ACSA Customer Communications
										Avon Satellite Operations Center
										Federal Infrastructure Grant Funds
										Data Management and Management Dashboards
		Quin to attend as Acting Executive Director since Gary will be on vacation			Executive Session - Executive Director Mid-Year Review				Executive Session - Executive Director Annual Performance Review	Purchasing Policy Revisions

6/15/2023

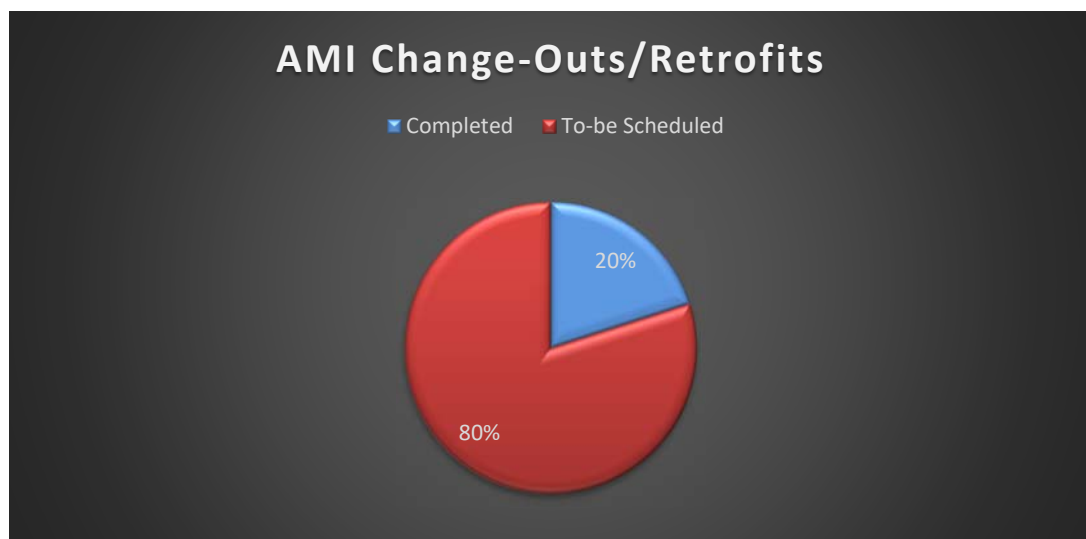
ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY**

AGENDA TITLE: Advanced Metering Infrastructure (AMI) Monthly Update	AGENDA DATE: June 15, 2023
STAFF CONTACT/PREPARER: Quin Lunsford, Director of Finance	ACTION: Informational
	ATTACHMENTS: No

BACKGROUND: The ACSA Board authorized staff at its October 2019 meeting to execute agreements related to the AMI project. Monthly status updates are provided below:

DISCUSSION: Authority staff continues to collaborate closely with the selected vendor (Core & Main/Sensus) and the project management consultant (Esource). Notable accomplishments since the last update include:

- The final phase of the AMI began April 3rd and our installers have successfully upgraded 1,900+ meters. Approximately 20% of the ACSA's system is fully operational under the AMI program. Going forward, we anticipate between 50 and 80 meter upgrades each day.
- The second graphic below illustrates daily and weekly progress. We have also provided maps showing meters that have been replaced (green pins) and those yet to be replaced (red pins) in different areas of our system.



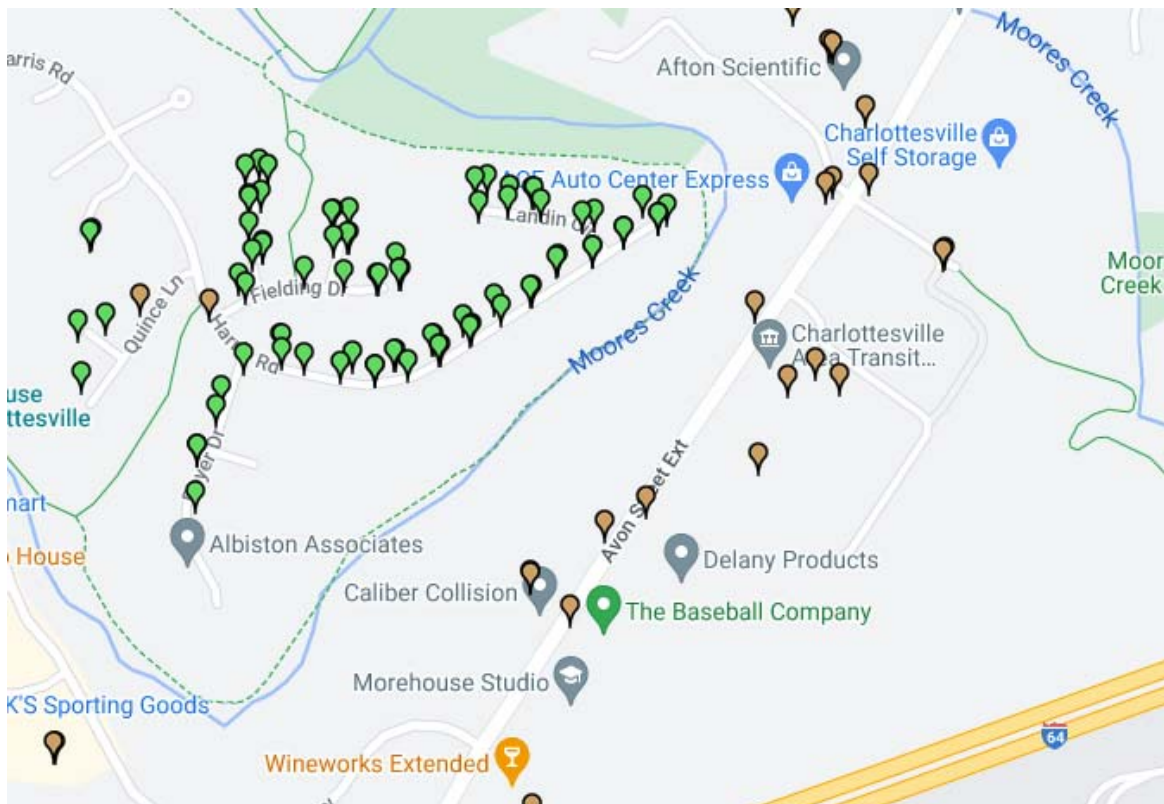
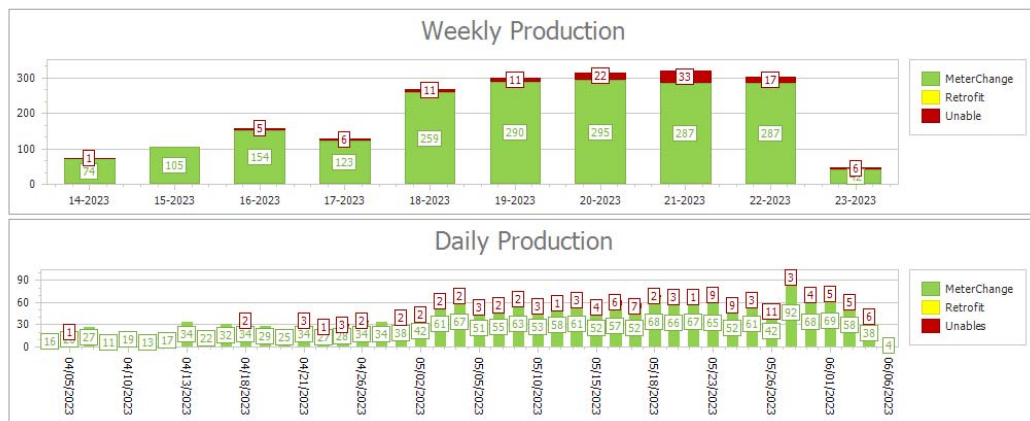
ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

Albemarle County VA

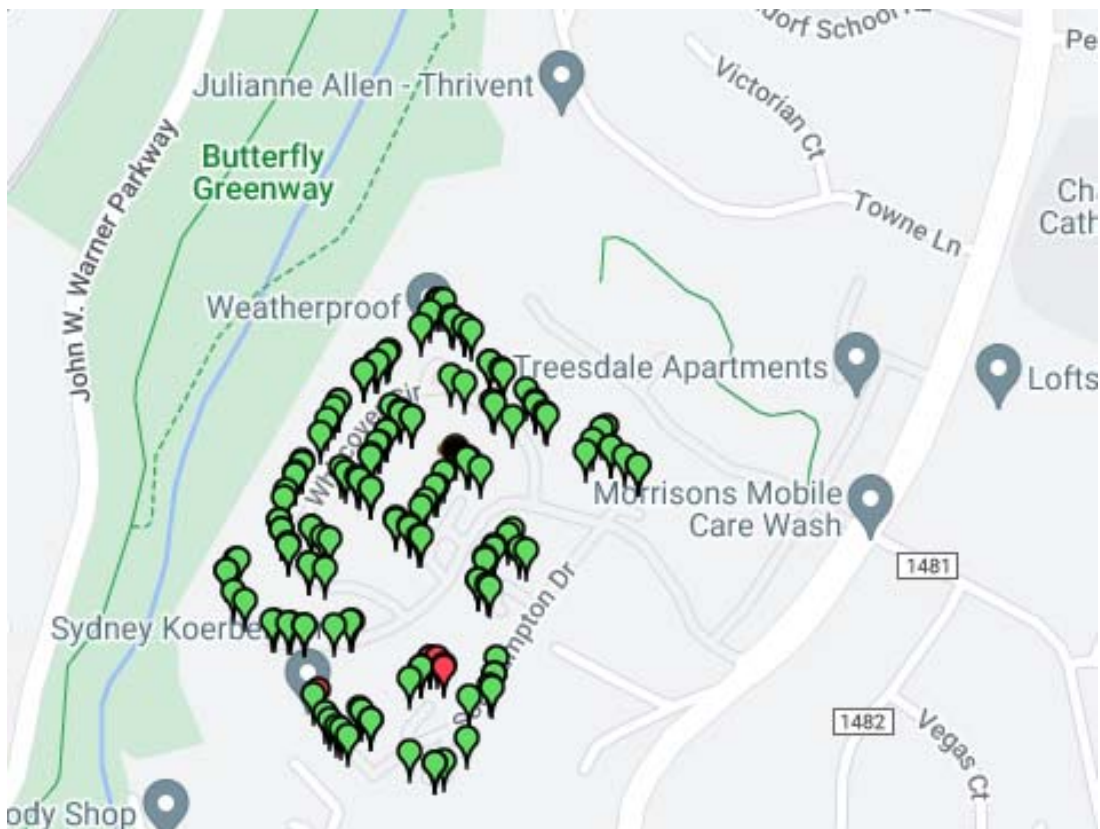
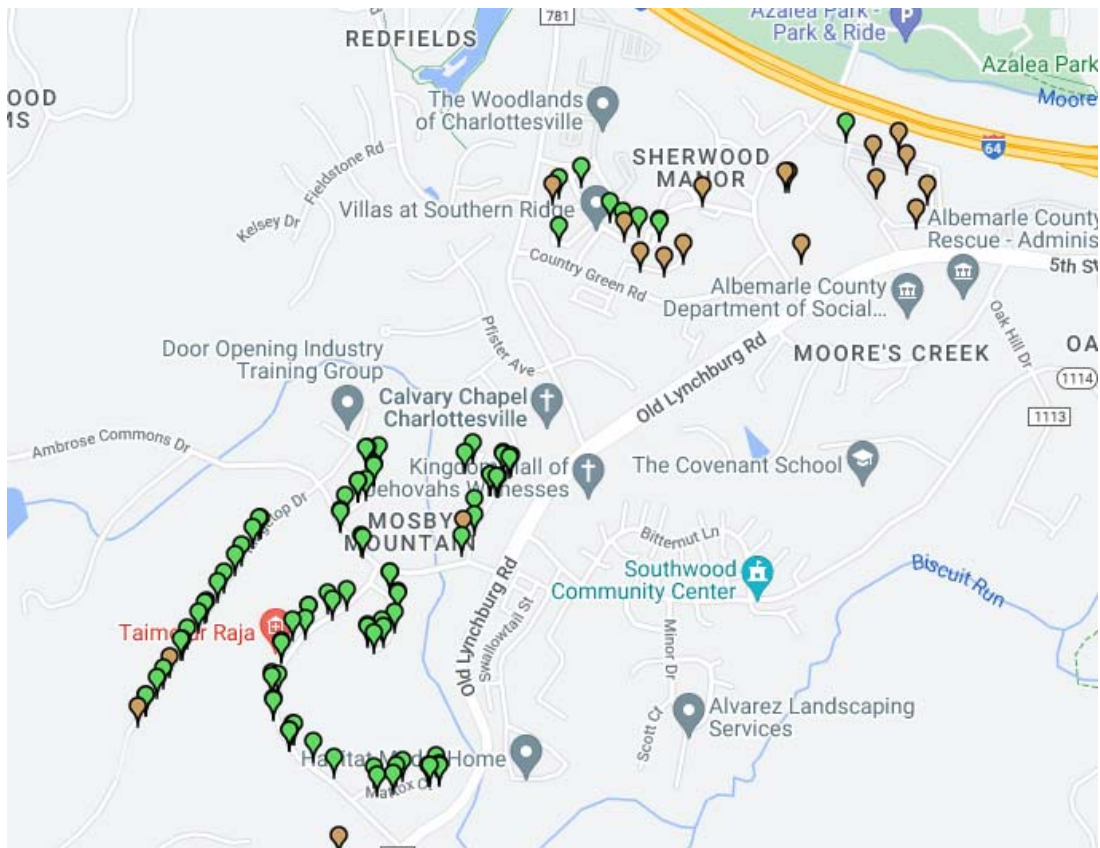
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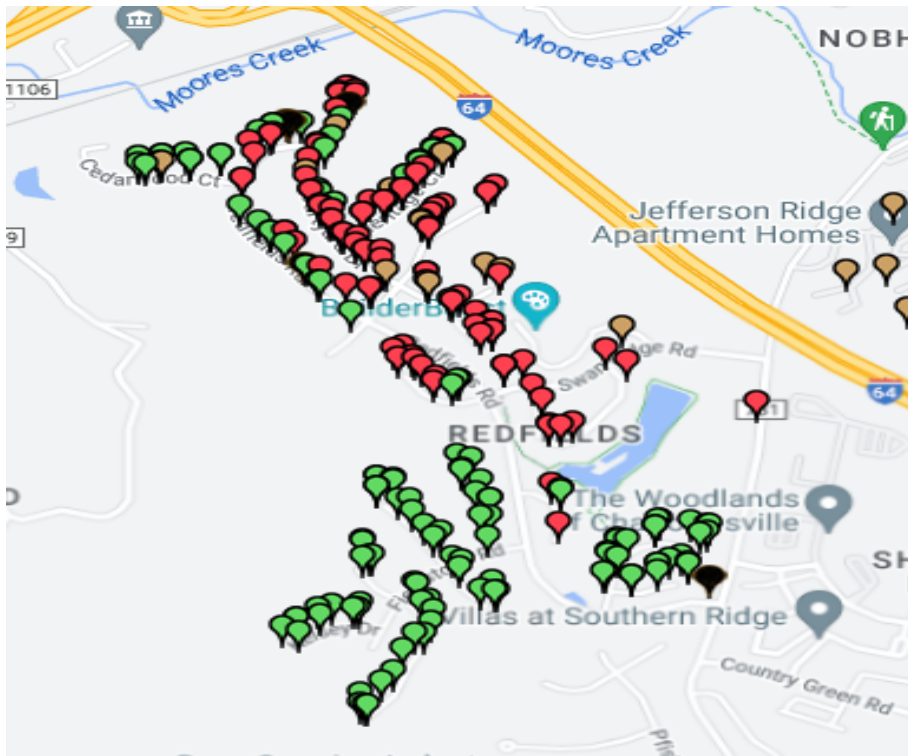
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MeterChange	1 1/2-inch	0	0	0	0	1	0
MeterChange	1-inch	120	129	0	3	6	8
Retrofit	3/4-inch	0	12028	0	0	1	0
Retrofit	1-inch	0	329	0	0	0	0



ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY



ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY**

BUDGET IMPACT: Informational only.

RECOMMENDATIONS: None

BOARD ACTION REQUESTED: None; informational item only.

ATTACHMENTS: N/A

ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY**

AGENDA TITLE: Drinking Water and Wastewater Professionals Appreciation Day-June 30 th , 2023	AGENDA DATE: June 15, 2023
STAFF CONTACT(S)/PREPARER: Emily Roach, Director of Human Resources & Administration	ACTION: Informational
	ATTACHMENTS: (YES)

BACKGROUND: Declared by the state General Assembly in 2016, June 30th each year is recognized as Drinking Water and Wastewater Professionals Appreciation Day. This day brings recognition to the thousands of industry professionals who dedicate their careers to providing access to safe drinking water and treating wastewater for safe reuse or return to the environment. Here in Albemarle County, we are fortunate to live in a community that has high quality standards for drinking water and wastewater that we provide to over 20,000 ACSA customers. Our employees have been committed to upholding those standards and adhering to the ACSA's core value of public service – "serve and conserve." The details are still being finalized, but we look forward to celebrating our employees at the end of this month.

BOARD ACTION REQUESTED: None.

ATTACHMENTS: Resolution

RESOLUTION

Designating June 30, in 2016 and in each succeeding year, as Drinking Water and Wastewater Professionals Appreciation Day by the Albemarle County Service Authority (ACSA).

WHEREAS, before the implementation of reliable drinking water and wastewater treatment, thousands of people in the United States died of waterborne diseases like cholera, dysentery, typhoid, polio, and hepatitis each year; and

WHEREAS, the World Health Organization estimates that unsafe water supplies in developing nations still cause approximately 1.8 million deaths annually; and

WHEREAS, technological advances by water and wastewater professionals have improved the treatment of both drinking water and wastewater in Albemarle County, Virginia; and

WHEREAS, access to clean drinking water is crucial to the health and safety of more than 8.3 million Virginians, and to more than 100,000 area residents; and

WHEREAS, treatment of more than 10 million gallons a day of wastewater plays a critical role in reducing toxic chemicals and nutrient buildup in Albemarle's surface waters, such as the Rivanna River, James River, and the Chesapeake Bay; and

WHEREAS, much of the drinking water and wastewater infrastructure in Albemarle County is located underground in hundreds of miles of pipes, unseen by the public; and

WHEREAS, nearly 78 water and wastewater industry professionals at the Albemarle County Service Authority dedicate their careers to keeping drinking water and treated wastewater clean and free of disease-carrying organisms that can harm both humans and the environment; and

WHEREAS, the Virginia Section of the American Water Works Association and the Virginia Water Environment Association, and the Virginia General Assembly support the creation of Drinking Water and Wastewater Professionals Appreciation Day;

NOW, THEREFORE, BE IT RESOLVED, that the Albemarle County Service Authority hereby designates June 30, in 2016 and in each succeeding year, as Drinking Water and Wastewater Professionals Appreciation Day for the Albemarle County Service Authority; and

BE IT RESOLVED FINALLY, that the ACSA post the designation of this day on the ACSA website.

Chair, Albemarle County Service Authority
Board of Directors

ALBEMARLE COUNTY SERVICE AUTHORITY**AGENDA ITEM EXECUTIVE SUMMARY**

AGENDA TITLE: Public Hearing on Proposed Fiscal Year 2024 Budget and Rates	AGENDA DATE: June 15, 2023
STAFF CONTACT/PREPARER: Quin Lunsford, Director of Finance	ACTION: Public Hearing
	ATTACHMENTS: Yes

BACKGROUND: The Proposed Fiscal Year 2024 Budget and Rates are scheduled for a public hearing today, which has been duly advertised. A budgetary and rate summary was provided to all customers through an insert with monthly bills. This insert explained the budget and rates and also noted that a public hearing was scheduled for the June Board meeting. This public hearing follows three months of budget and rate workshops.

BOARD ACTION REQUESTED: Consider adoption following public hearing.

ATTACHMENTS: Budget and Rate Brochure (sent with monthly bills in May)



serviceauthority.org
Customer Service: 434-977-4511
custserv@serviceauthority.org

FY'24 Budget & Rates

July 1, 2023 - June 30, 2024

Investing in Our Water Future

Dear Customer,

The ACSA's mission is to provide safe and reliable water for a good value. To achieve that mission, the ACSA must support the Rivanna Water and Sewer Authority (RWSA), our wholesale treatment provider, as they heavily invest in their water and wastewater systems. The projected cost for all the needed improvements is \$326 million over the next five years.

Once again, the ACSA will use our available financial tools to help reduce the burden on your budget. However, RWSA's work requires increased funding beyond the help our reserves can provide; they must charge the ACSA a 13.59% increase for the next budget year in order to fund their upgrades.

The ACSA is responsible for 62% of the RWSA's annual debt service charges for large capital projects, and those charges make up about 62% of our operating budget. As a result, we must raise our rates in Fiscal Year 2024 (starting July 1) and beyond to ensure proper funding for all this important work.

We at the ACSA are mindful of the inflationary times we are in that impact us all. That's why we are once again applying cash reserves to lower this year's proposed rate increase to you. The RWSA's cost increase to the ACSA is 13.59%, while our proposed average rate increase is 8.9% for our customers. ***The average residential customer will see a \$5.30 a month increase equaling 18 cents a day.***

We continue to work hard each day to reliably provide you with high-quality water. The investments we're making will ensure our success.

Gary O'Connell
Executive Director, Albemarle County Service Authority



Proposed ACSA FY '24 Water & Sewer Monthly User Rates

Rates and Charges	FY '23	FY'24
Service Charge	\$9.45	\$10.40
Volume Charge: Single-Family Residential (per 1,000 gallons)		
Level 1: Up to 3,000 gallons	\$5.05	\$5.56
Level 2: 3,001 to 6,000 gallons	\$10.14	\$11.15
Level 3: 6,001 to 9,000 gallons	\$15.19	\$16.71
Level 4: More than 9,000 gallons	\$20.27	\$22.30
Multi-Family/Non-Residential (per 1,000 gallons)	\$10.14	\$11.15
Sewer: All Users (per 1,000 gallons)	\$10.24	\$11.06

Combined Monthly Bill Comparison Single-Family Residential, 3,200 Gallons



FY'24 Budget Facts & Figures

July 1, 2023 - June 30, 2024

ACSA System Obligations

The ACSA is obligated to provide our wholesale service provider, Rivanna Water and Sewer Authority, with funding for essential infrastructure upgrades totaling \$326 million.

Below are the costs for RWSA's upgrades, which must be paid for by rate increases charged by the ACSA and other regional partners.



**South & North
Fork Rivanna
Treatment Plants**
\$25 Million



**Crozet Water
System**
\$51 Million



**Observatory Water
Treatment Plant, Piping,
Water Storage, and
Central Water Line**
\$96 Million



**Moores Creek
Advanced Water
Resource Recovery
Facility (Wastewater)**
\$58 Million



**New Reservoir
Raw Water
Pipeline**
\$88 Million

**FY'24 RWSA cost increase
charged to ACSA**

13.59%

**ACSA's Use
of Fund
Reserves**



**FY '24 ACSA
Residential Rate Increase**

8.9%

**Average residential customer increase:
\$5.30 a month. 18¢ a day.**

ACSA Obligations



62%

**% of ACSA's Operating Budget
allocated to RWSA's charges**



62%

**% of RWSA debt service
paid for by the ACSA**

**ACSA Proposed Budget & Rates
Public Hearing. Also Virtual.**

Thursday, June 15 @ 9am

168 Spotnap Road, Charlottesville, VA

www.serviceauthority.org

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Adoption of Fiscal Year 2024 Operating and Capital Improvement Budget and Rates STAFF CONTACT/PREPARER: Quin Lunsford, Director of Finance	AGENDA DATE: June 15, 2023 ACTION: <input checked="" type="checkbox"/> INFORMATION: <input type="checkbox"/> ATTACHMENTS: Yes
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BACKGROUND: The Proposed Fiscal Year (FY) 2024 Budget and Rates have been presented to the Board, following public comment. The proposed budget is \$54,107,600. The proposed rate schedule changes are attached.

DISCUSSION: The overall proposed operating budget is increasing 11.1%, primarily driven by increases in charges for water, wastewater treatment, debt service charges from the RWSA, and implementation of recommendations from an employee pay consultant. The rates charged to customers are proposed to increase to cover these increases in expenses. At today's meeting, the Board is asked to adopt the FY 2024 Operating and Capital Improvement Budget and Rates, to be effective July 1, 2023.

Highlights from the FY 2024 Proposed Budget include:

- A projected increase of \$2.48M or 18.0% for the purchase of water.
- A projected increase of \$0.91M or 8.5% for wastewater treatment.
- Increases in personnel costs based on recommendations from an employee pay consultant which includes a market rate adjustment and performance pay plan adjustment totaling \$564,000.
- The capital improvement program continues replacement of aging and undersized pipelines, construction of the Avon Operations Center, creating redundancy in the water system, and identifying I/I in our sanitary sewer system. Total estimated project costs for FY 2024 are \$11,552,000.

RECOMMENDATION: Approve as recommended.

BOARD ACTION REQUESTED: Adopt the Resolution for the FY 2024 Operating and Capital Improvement Budget and Rates, which includes the rate schedule to be effective July 1, 2023.

ATTACHMENTS: Resolution adopting FY 2024 Operating and Capital Improvement Budget and Rates, Rate Schedule, and Budget PowerPoint presentation.

RESOLUTION

FISCAL YEAR 2024 BUDGET AND RATES

WHEREAS, the Albemarle County Service Authority has the authority pursuant to Va. Code Section 15.2-5114(10) to fix, charge and collect rates, fees, and charges for the provision of water and sewer service, including water and sewer connection fee; and

WHEREAS Virginia Code Section 15.2-5136 sets forth the process by which the ACSA establishes its rates fees and charges; and

WHEREAS, the ACSA has complied with the requirements of 15.2-5136 by (i) adopting a resolution on April 20, 2023, setting forth a preliminary schedule fixing and classifying the rates fees and charges, (ii) providing notice of a public hearing for June 15, 2023, which notice set forth the proposed schedule of rates, fees and charges and was published on May 21, 2023 and on May 28, 2023 in the Daily Progress, a newspaper having a general circulation in the area served by the ACSA, and (iii) mailing a copy of the notice to the governing bodies of the following localities: Albemarle County, Town of Scottsville, Fluvanna County, Rivanna Water and Sewer Authority, and City of Charlottesville; and

WHEREAS the public hearing occurred as scheduled on June 15, 2023, and the Board of the ACSA adopted the proposed schedule of rates, fees, and charges,

Now therefore, BE IT RESOLVED that the Albemarle County Service Authority (ACSA) Board of Directors hereby adopt the Fiscal Year 2024 Operating and Capital Improvement Budget and adopt the Water and Sewer Rate Schedule of the ACSA Rules and Regulations (Appendix B), effective July 1, 2023.

I certify that the forgoing is a true and exact copy of a resolution adopted by the Board of Directors of the Albemarle County Service Authority in a regular session on June 15, 2023, by a vote of __ to __.

Gary B. O'Connell, Secretary-Treasurer

**THE ALBEMARLE COUNTY SERVICE AUTHORITY
WATER AND SEWER RATE SCHEDULE
EFFECTIVE JULY 1, 2023**

Water	<u>FY 2023</u>	<u>Proposed FY 2024</u>
Service Charge by Meter Size		
3/4"	\$ 9.45	\$ 10.40
1"	\$ 23.63	\$ 25.99
1 1/2"	\$ 47.25	\$ 51.98
2"	\$ 75.60	\$ 83.16
3"	\$ 151.20	\$ 166.32
4"	\$ 236.25	\$ 259.88
6"	\$ 472.50	\$ 519.75
Volume Charge - Single-Family Residential (per 1,000 gallons)		
Level 1 (0-3,000 gallons)	\$ 5.05	\$ 5.56
Level 2 (3,001-6,000 gallons)	\$ 10.14	\$ 11.15
Level 3 (6,001-9,000 gallons)	\$ 15.19	\$ 16.71
Level 4 (over 9,000 gallons)	\$ 20.27	\$ 22.30
Multi-Family/Non-Residential	\$ 10.14	\$ 11.15
Wastewater		
Sewer/All Users (per 1,000 gallons)	\$ 10.24	\$ 11.06
Temporary Water Service		
Initial Fee	\$ 50.00	\$ 55.00
Each 30-Day Extension	\$ 50.00	\$ 55.00
Meter Size – 3/4" & 1" – Deposit	\$ 300.00	\$ 330.00
Meter Size -1 1/2" – Deposit	\$ 400.00	\$ 440.00
Meter Size – 2" – Deposit	\$ 500.00	\$ 550.00
Temporary Use of Fire Hydrants- Deposit		
Monthly usage fee	\$ 25.00/ month	\$ 30.00/ month
Meter Testing Charge		
3/4" – 1" Meter	\$ 200.00	\$ 220.00
1 1/2" – 2" Meter	\$ 250.00	\$ 275.00

Service Connection (Tap) Charge

	<u>FY 2023</u>	<u>Proposed FY 2024</u>
3/4" meter and connection	\$ 1,116.00	\$ 1,228.00
1" meter and connection	\$ 1,182.00	\$ 1,300.00
3/4" meter only	\$ 200.00	\$ 220.00
1" meter only	\$ 300.00	\$ 330.00

System Development Charge

System Dev. Chg. – Water/ERC	\$ 1,890.00	\$ 2,030.00
System Dev. Chg. – Wastewater/ERC	\$ 2,970.00	\$ 3,180.00

RWSA Capacity Charge

RWSA Cap. Chg. – Water/ERC	\$ 4,760.00	\$ 5,100.00
RWSA Cap. Chg. – Wastewater/ERC	\$ 3,850.00	\$ 4,120.00

Line Tapping Fees

Machine – E-4, line size 1 1/4" - 3"	\$ 170.00	\$ 190.00
Machine – B100, line size 4" – 24"	\$ 170.00	\$ 190.00
Machine – A-2, line size 6" – 24"	\$ 250.00	\$ 275.00
Machine – CL-12, line size 4"-24"	\$ 100.00/inch	\$ 110.00/inch

Miscellaneous Charges

Account Charge	\$ 12.00	\$ 13.00
Delinquent Cut off/On-Fee	\$ 35.00	\$ 40.00
Reconnection Fee – After work hrs./weekends	\$ 80.00	\$ 90.00
Reconnection Fee 3/4" – 1 1/2" meter	\$ 35.00	\$ 40.00
Reconnection Fee 2"-4" meter	\$ 50.00	\$ 55.00
Special Service Fee – trip during normal work hrs.	\$ 35.00	\$ 40.00
Special Service Fee – trip after work hrs./weekend	\$ 80.00	\$ 90.00
Meter Re-read Fee	\$ 35.00	\$ 40.00
Construction Plan Review Charge per hour	\$ 60.00	Removed
As-built Plan Review – Engineer per hour	\$ 60.00	Removed
As-built Plan Review – Inspector per hour	\$ 40.00	Removed
Irrigation System Plan Review and Meter Sizing	\$ 30.00	\$ 35.00
Irrigation System Cost Estimate Preparation	\$ 125.00	\$ 140.00
Failure to Report Hydrant Meter Reading	\$ 50.00	\$ 55.00

Construction Inspection Fees:

Water and/or Sewer lines (Minimum \$500/project)	\$ 0.94/linear foot	\$ 1.30/linear foot
Re-inspection Fee of New Water/Sewer Lines	\$ 40.00/hour	\$ 45.00/hour

All other charges remain unchanged.

Further information may be obtained from the ACSA website at www.serviceauthority.org or the office of the Executive Director, or by calling the ACSA office at (434) 977-4511 ext.3.

Gary B. O'Connell
Executive Director

APPENDIX B

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, ~~2022~~2023

Section 2-01. General

3. Additional sets of the *General Water and Sewer Construction Specifications* may be supplied by the Authority to any recipient of the one free set at a cost of \$10.00 per set.

Section 7-~~0807~~. Temporary Water Service

A. Temporary Water Service

Initial Fee	\$ 50.00 55.00
Each 30-Day Extension	\$ 50.00 55.00

B. Meter Size Deposit

¾" & 1"	\$ 300.00 330.00
1 1/2"	\$ 400.00 440.00
2"	\$ 500.00 550.00

Section 7-~~0908~~. Temporary Use of Fire Hydrants [Revised 10/1/16]

B. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$950 (\$150 non-refundable)
 3" hydrant meter - \$2,000 (\$200 non-refundable)

D. A usage fee of \$~~25.00~~30.00 per month will be charged for hydrant use through the hydrant meter. Failure to submit a meter reading will result in a \$~~50.00~~55.00 non-refundable fee.

Section 8 Cross-Connection and Backflow Prevention; Section 8-21. Violation Charges

Item #	Charge	Violation
1	\$1,000	Failure to correct an identified cross-connection – high hazard
2	\$500	Failure to correct an identified cross-connection – low hazard
3	\$1,000	Failure to install an approved backflow prevention assembly – high hazard
4	\$500	Failure to install an approved backflow prevention assembly – low hazard
5	\$1,000	Removal or by-pass of a required backflow prevention assembly – high hazard
6	\$500	Removal or by-pass of a required backflow prevention assembly – low hazard
7	\$250	Failure to provide a passing test report for a backflow prevention assembly – high hazard
8	\$100	Failure to provide a passing test report for a backflow prevention assembly – low hazard

Section 10-03. Meter Testing Charge

3/4" - 1"	\$200.00 <u>220.00</u>
1½" - 2"	\$250.00 <u>275.00</u>
3" - larger	\$ Actual Cost+25%

Section 11-05 Deposits For Temporary Meters

<u>Meter Size</u>	<u>Deposit</u>
3/4" & 1"	\$300.00 <u>330.00</u>
1 1/2"	\$400.00 <u>440.00</u>
2"	\$500.00 <u>550.00</u>

Section 11-06. Deposits For Fire Hydrant Meters

<u>Meter Size</u>	<u>Deposit</u>
1"	\$600(\$100 non-refundable)
1 ½"	\$950 (\$150 non-refundable)
3"	\$2,000 (\$200 non-refundable)

Section 12-02. Water and Sewer Rates**VOLUME CHARGES**

In addition to the fixed monthly service charge (Section 12-03), a volume charge based upon monthly metered water use will be assessed as follows:

Water**Metered Consumption****Residential and All Irrigation Water Rates:**

Level 1 (0-3,000 gallons per month)	\$ 5.05 <u>5.56</u> per thousand gallons
Level 2 (3,001-6,000 gallons per month)	\$ 10.44 <u>11.15</u> per thousand gallons
Level 3 (6,001-9,000 gallons per month)	\$ 15.49 <u>16.71</u> per thousand gallons
Level 4 (over 9,000 gallons per month)	\$ 20.27 <u>22.30</u> per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation -water):

~~\$10.44~~ 11.15 per thousand gallons

For customers having both a primary and auxiliary meter, the four rate levels will be applied to the sum of the consumption on both meters, not to each individual meter.

Wastewater

Metered Consumption ~~\$10.24~~ 11.06 per thousand gallons

Section 12-03. Monthly Service Charge

The fixed monthly service charge will be assessed based on meter size as follows:

<u>Meter Size</u>	<u>Service Charge</u>
3/4"	\$9.45 10.40
1"	\$23.63 25.99
1 1/2"	\$47.25 51.98
2"	\$75.60 83.16
3"	\$151.20 166.32
4"	\$236.25 259.88
6"	\$472.50 519.75

Section 12-04. Connection Charges

~~Payment for the applicable connection charges will be accepted only after the issuance of a building permit.~~

ERC Determination

~~Connection Charges for metered services larger than 3/4" shall be equated to equivalent residential connections (ERC) according to the following ratios:~~

3/4" meter	=	1 ERC	3" meter	=	16 ERCs
1" meter	=	2.5 ERCs	4" meter	=	25 ERCs
1 1/2" meter	=	5 ERCs	6" meter	=	50 ERCs
2" meter	=	8 ERCs			

~~Connection Charges for multi-family, hotels, hospitals, assisted living facilities, nursing care facilities, master-metered single-family units, and master-metered mobile home parks shall be determined based upon the higher fee of either the meter size or the calculated number of ERCs based on the following factors:~~

Multi-family	1 unit	=	0.50	ERC
Hotels	1 room	=	0.50	ERC
Mobile Home Park	1 mobile home	=	1.00	ERC
Hospitals	1 bed	=	1.00	ERC
Assisted Living Facility	1 bed	=	0.40	ERC
Nursing Care Facility	1 bed	=	0.75	ERC
Master-Metered Single-Family	1 unit	=	1.00	ERC

~~For large or unusual new connections, where either high demand may be anticipated or new connections serve both residential and non-residential customers, the Authority reserves the right to calculate Connection Charges based on engineering data specific to that customer rather than using the ERC factors above.~~

12-04. A. Installation Charges

~~**Service Connection (Tap) Charge – To defray the cost of installation of a service connection from the water and/or wastewater main in the public right-of-way to the curb or property line and/or the installation of meters, all new services will be charged according to the following schedule:**~~

Water

Primary Meters

3/4" meter and connection	\$1,116 1,228
1" meter and connection	\$1,182 1,300
Over 1" meter and connection	Actual Cost
3/4" meter only	\$ 200 220
1" meter only	\$ 300 330
Over 1" meter only	Actual Cost

Auxiliary Meters

Actual Cost

(a) Wastewater

All Taps

Actual Cost

12-04. B. Section 12-05. System Development Charges

In order to defray, in part, the cost to the ACSA of providing major transmission/distribution mains, collection lines, pumping stations and storage facilities necessary to provide water and wastewater service to new customers in the ACSA system. This charge shall be assessed on the basis of equivalent residential connections (ERC):

Water	\$1,8902,030 per ERC
Wastewater	\$2,9703,180 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. C. Section 12-06. RWSA Capacity Charges

All new water and sewer connections to the ACSA systems shall be assessed a charge to defray, in part, the cost of providing capacity for a new customer in the RWSA system. This charge shall be assessed on the basis of equivalent residential connections (ERC):

Water	\$4,7605,100 per ERC
Wastewater	\$3,8504,120 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. D. NFRPS Special Rate District FeesCharges

North Zone	\$2,275.00 per ERC
South Zone	\$1,389.00 per ERC

Section 12-05/06. System Development/RWSA Capacity Charge ERC Calculation

Connection Charges for metered services larger than 3/4" shall be equated to equivalent residential connections (ERC) according to the following ratios:

3/4" meter	=	1 ERC	3" meter	=	16 ERCs
1" meter	=	2.5 ERCs	4" meter	=	25 ERCs
1 1/2" meter	=	5 ERCs	6" meter	=	50 ERCs
		2" meter	=	8 ERCs	

System Development and RWSA Capacity Fees for multi-family, hotel, hospital, assisted living facility, nursing care facility, master-metered single-family units, or master-metered mobile home parks shall be charged the higher of a fee based upon meter size or the calculation of the number of units multiplied by the following factors:

Multi-family	1 unit	=	0.50	ERC
Hotels	1 room	=	0.50	ERC
Mobile Home Park	1 mobile home	=	1.00	ERC
Hospitals	1 bed	=	1.00	ERC
Assisted Living Facility	1 bed	=	0.40	ERC

Nursing Care Facility	1 bed	=	0.75	ERC
Master Metered Single Family	1 unit	=	1.00	ERC

~~For large or unusual new connections where, high demand may be anticipated, the Authority reserves the right to calculate system development and capacity fees based on engineering data specific to that customer rather than using the ERC factors above.~~

Section 12-0705. Connection-Installation Fees-Charges for Irrigation Meters

A. Auxiliary Meters	Actual cost of installation
B. Primary Meters	Actual cost of installation All
applicable connection	fees as noted in
Appendix B,	section 12-04 and 12-09
C.B.	

Section 12-0806. Line Tapping Fee

Where the ACSA provides water main taps to accommodate line extensions, fire sprinkler systems and similar uses, a tapping fee will be assessed to the customer in accordance with the following schedule:

TAPPING

<u>MACHINE</u>	<u>TAP SIZE</u>	<u>LINE SIZE</u>	<u>PRICE</u>
E-4	¾" – 1"	1 ¼" – 3"	\$170.00 <u>190.00</u>
B-100	¾" – 1"	4" – 24"	\$170.00 <u>190.00</u>
A-2	1 ½" – 2"	6" – 24"	\$250.00 <u>275.00</u>
CL-12	4" – 12"	4" – 24"	\$100.00 <u>110/inch</u>

INSTALLATION OF TAPPING SLEEVES AND TAPPING VALVES

~~All water mains shall be uncovered and cleaned by the customer, who shall install tapping sleeves and valves. The excavation shall be prepared in accordance with all applicable safety regulations. Return trip charges resulting from the customer failing to properly prepare the trench and pipe for the tapping/inserting operation will be billed to the customer. These additional costs shall include labor, equipment, and overhead costs.~~

Section 12-10. NFRPS Special Rate District Fees

~~All sewer connections to the wastewater collection system within the North Fork Regional Pump Station Special Rate District shall be charged the following additional fee effective October 18, 2012:~~

North Zone	\$2,275.00 per ERC
South Zone	\$1,389.00 per ERC

~~Refer to Appendix C for a list of Tax Map Parcels within the North Fork Regional Pump Station Special Rate District and the North Fork Regional Pump Station Special Rate District Map.~~

Section 13. Miscellaneous Charges

13.02. Account Charge	\$12.00 <u>13.00</u> per each new account
13-03. Delinquent Cut Off/On Fee	\$35.00 <u>40.00</u> /trip during normal work hours
13-04. Reconnection Fee	\$80.00 <u>90.00</u> after work hours &

	3/4" - 1 1/2" meter	weekends \$35.00 <u>\$40.00</u>
	2" - 4" meter	\$50.00 <u>\$55.00</u>
	Larger than 4" meter	Actual Cost
13-05.	Special Service Fee	\$35.00 <u>\$40.00</u> /trip during normal work hours \$80.00 <u>\$90.00</u> after work hours & weekends
13-06.	Meter Size Change Fee All Meters	Actual Cost
13-07.	Exceptional Payment Processing Fee	\$35.00 (Payable by Cash only)
13-08.	Testing Fee	Actual Cost
13-09 <u>08.</u>	Delinquent Payment Penalty	10% On Outstanding balance
	Late Payment Charge	1 1/2% per month
13- 10 <u>09.</u>	Meter Re-read Fee	\$35.00 <u>\$40.00</u>
13-11.	Construction Plan Review Charge	\$60.00/hour
	As-built Plan Review	\$60.00/hour Engineer Review
		\$40.00/hour Inspector Review
13-12 <u>10.</u>	<u>Plan Review & Construction Inspection Fees:</u>	
	Water and/or Sewer lines _____	
	(Minimum \$500/project charge) greater	
	than 400 linear feet _____	\$1.30/linear foot \$0.94/linear foot
	Water and/or Sewer lines less than	
	400 linear feet _____	Actual Cost
	Re-inspection Fee of New	
	Water/Sewer Lines	\$40 <u>\$45.00</u> /hour
	Inspection of New Pumping Stations	Actual Cost
13- 13 <u>11.</u>	Failure to Report Hydrant Meter Reading	\$50.00 <u>\$55.00</u>
13- 14 <u>2.</u>	Irrigation System Application Processing Fees:	
	a. Plan Review and Meter Sizing	\$ 30.00 <u>\$33.00</u>
	b. Cost Estimate preparation	\$125.00 <u>\$140.00</u>
13- 15 <u>13.</u>	Meter Tampering Fee	\$300.00

Section 16. Emergency Water Restrictions

VOLUME CHARGES DURING EMERGENCY WATER RESTRICTIONS

~~(As set forth in Section 16)~~

Water

Beginning with the first billing cycle following adoption of Emergency Water Restrictions, in addition to the fixed monthly service charge, a volume charge based upon monthly metered water use will be assessed as follows:

Single-Family Residential	Per 1,000 gallons
Level 1 (0-3,000 gallons per month)	Normal Rate x 1.25
Level 2 (3,001-6,000 gallons per month)	Normal Rate x 1.50
Level 3 (6,001-9,000 gallons per month)	Normal Rate x 2.00
Level 4 (over 9,000 gallons per month)	Normal Rate x 2.00
Non-Single Family Residential	Per 1,000 gallons
All usage	Normal Rate x 1.50

16-06. PENALTIES.

First offense \$ 500.00

Second offense \$1,000.00

In addition to the penalty charge, the ACSA may terminate of water service for the duration of the emergency.

Section 18. Carwash Certification Program

18-04. FEES.

CCP Application Fee \$100.00

CCP Annual Renewal Fee \$100.00

18-05. INSPECTION.

CCP Re-application Fee \$100.00

Section 19. Fats, Oils, and Grease (FOG)**19-22. COSTS AND CHARGES.**

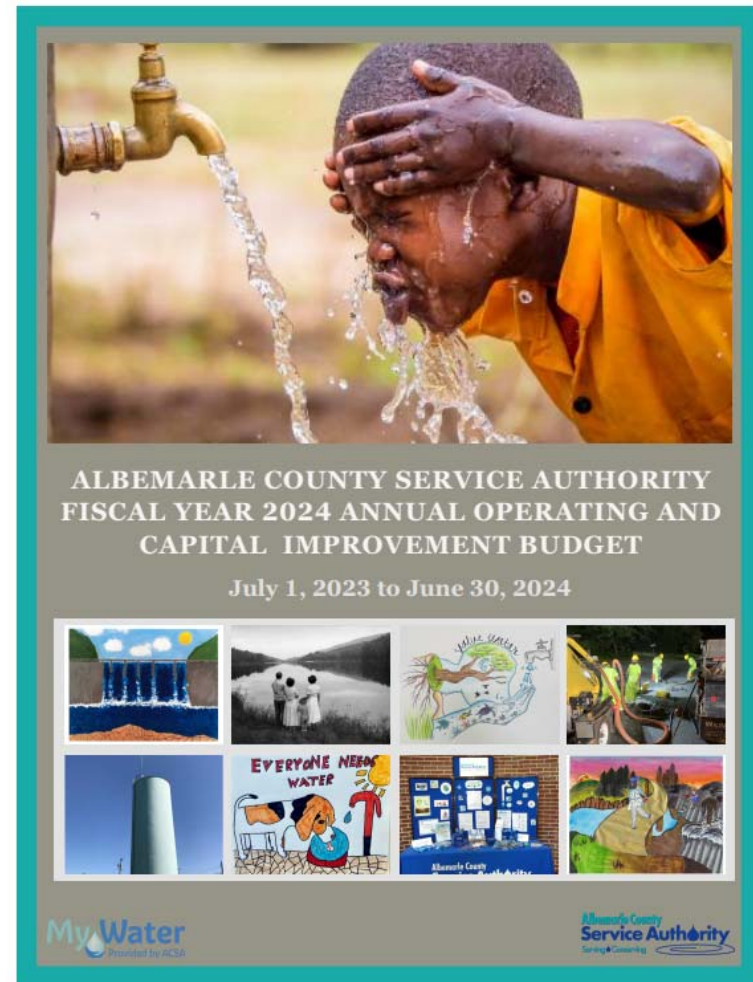
Item #	Cost/Charge	Description/Infraction
1	\$300/3 years	FOG Waste Discharge Permit
2	\$1,000/month *	NOV- failure of an FSE to install or repair grease control device
3	\$1,000/month *	NOV- repeated failure of an FSE to properly maintain grease control device, and repeated excessive FOG discharge from an FSE
4	\$500	NOV - failure of an FSE to keep grease control maintenance

		records on site and available to the ACSA
5	\$500	NOV- falsification by an FSE of grease control device maintenance records
6	\$500/month *	NOV- failure of an FSE to submit a FOG Waste Discharge Permit application or pay a permit fee
7	Assessed amount	An FSE whose operations allow grease accumulation - all costs to clean and repair the ACSA facilities
8	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow - all costs to clean and repair the ACSA facilities
9	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow- all fines levied by the state or federal government
10	Up to \$10,000/occurrence	Commercial waste hauler or individual – illegal discharge of grease wastes to the ACSA system

*Until the violation is corrected to the satisfaction of the ACSA.

Fiscal Year 2024 Budget & Rate Workshop

June 15, 2023



Budget Workshop Agenda

- ◆ FY 2023 Financial Update
- ◆ Strategic Plan and FY 2024 Budget
- ◆ Water and Sewer Rate Analysis
- ◆ FY 2024 Budget Highlights/Summary
- ◆ Proposed Rate Review/RWSA CIP/Reserves
- ◆ Customer Bill Comparisons/Value of Water
- ◆ Capital Improvement Program Overview
- ◆ Next Steps

Fiscal Year 2023 Update

◆ Operating Revenues (through May 2023)

- ◆ Water Revenues are below budgeted expectations by 4.1% or \$726,000
- ◆ Sewer Revenues exceed budgeted expectations by 0.6% or \$81,000

◆ Operating Expenses (through May 2023)

- ◆ Water Expenses exceed budgeted expectations by 1.5% or \$183,000
- ◆ Sewer Expenses below budgeted expectations by 4.9% or \$483,000
- ◆ Departmental Expenses below budgeted expectations by 12.5% or \$1,420,000

The ACSA 2023 – 2025 Strategic Plan and Budget Process

- ◆ Four Strategic Themes:
 - ◆ Data Optimization
 - ◆ Business Resilience
 - ◆ Customer Experience
 - ◆ Employee Experience
- ◆ Key initiatives that support these themes are outlined in the FY 24 budget



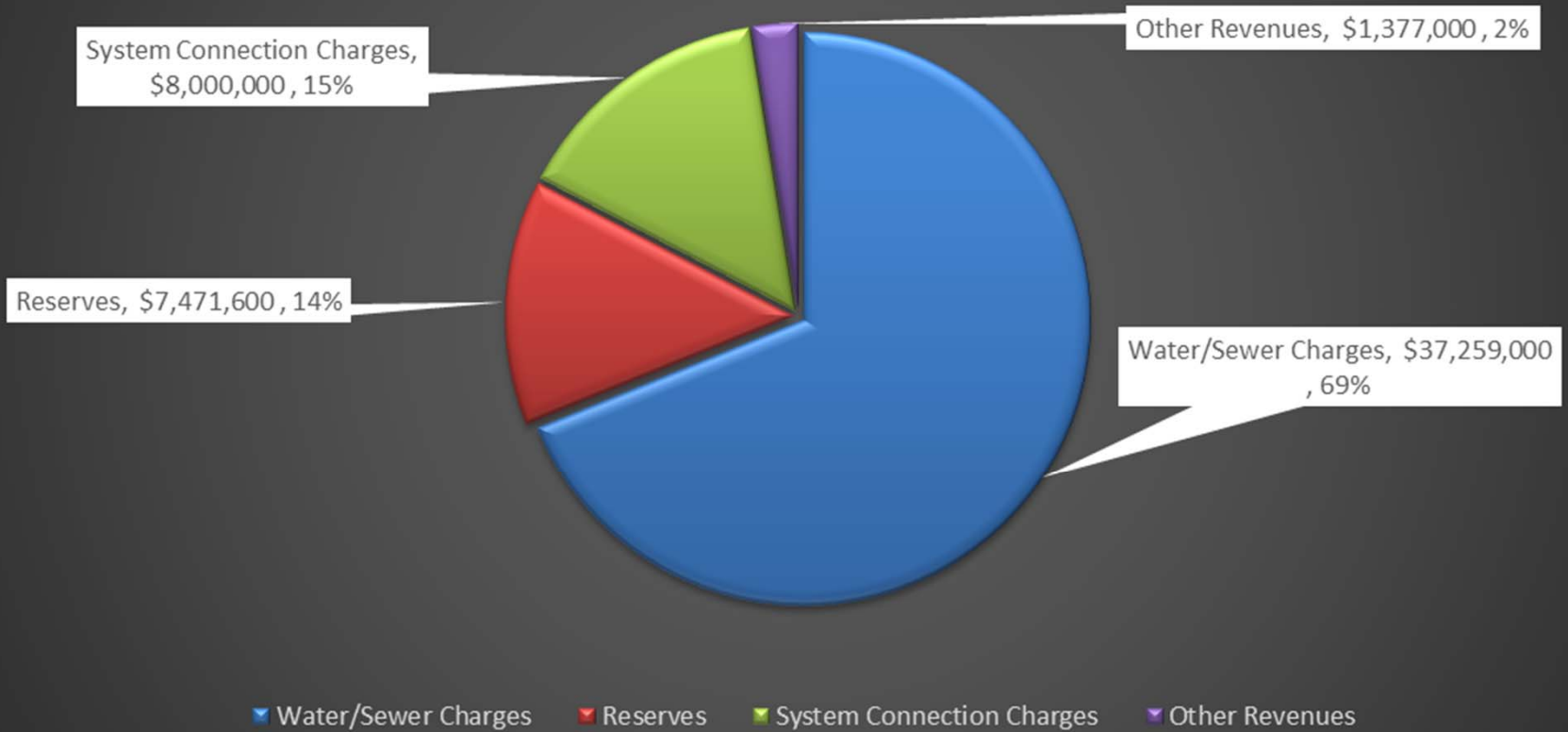
Water and Sewer Rate Analysis



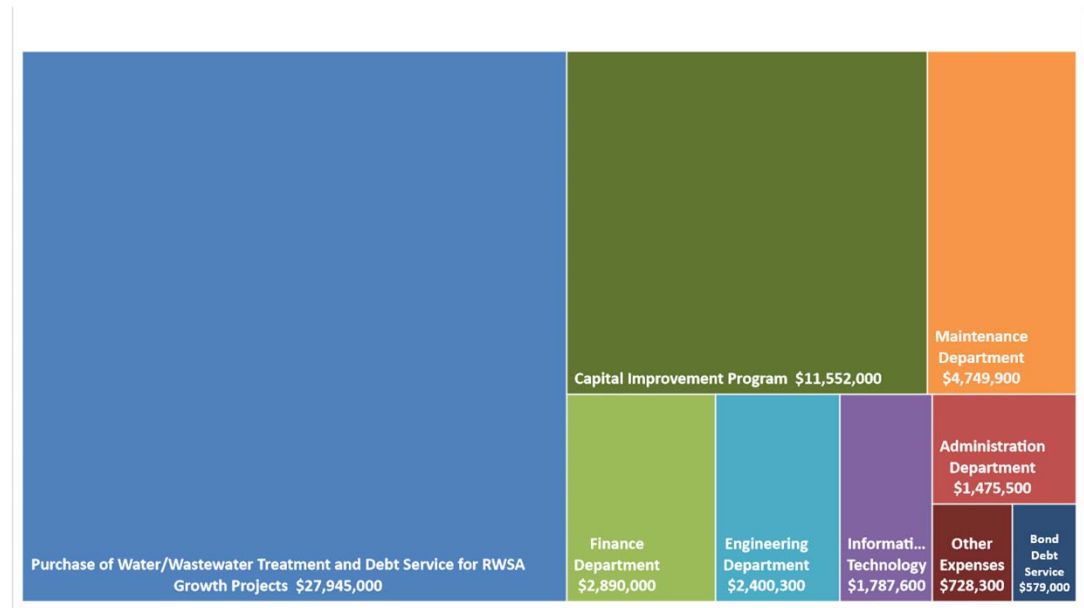
Rate Study Update and Analysis Recommendations

- ◆ Recommendation to increase water/sewer charges 8.9% for average residential customers in FY 2024
 - ◆ Follows a 4.6% increase in FY 2023, a 5% increase in FY 2022 and **no increase** in customer rates in FY 2021
- ◆ Recommendation to increase system development/capacity charges by 7% for FY 2024
 - ◆ Last increase was approved in FY 2017.
- ◆ Use of reserves to smooth customer rate increases over time
 - ◆ Budget includes \$2.8M in rate stabilization reserves and \$4.6M in growth reserves in FY 2024

Where the Dollars Come From



Budgeted Expenses and Capital Costs



Proposed Water and Sewer Rates FY 2024

The proposed increase in customer water and sewer rates is attributable to:

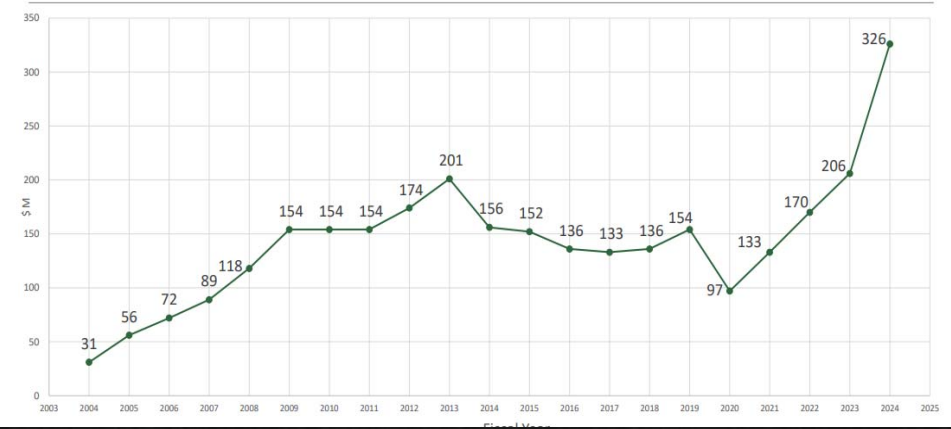
- RWSA treatment and capital cost increases
 - Water: +18.0% increase compared to prior FY or \$2.48M
 - Sewer: +8.5% increase compared to prior FY or \$0.91M
- Total departmental operating budget increase of 9.9% or \$1.20M
 - Market rate and merit adjustment based on pay plan study update: \$564,000
 - Three new proposed positions (Communications Manager, Customer Service Representative, and an IT Technician): \$204,000
 - Operating Supplies, R&M, Professional and Contractual Services: \$432,000

15 Year CIP Planning

- FY 24-28 \$326 M*
- FY 29-33 \$218 M
- FY 34-38 \$166 M
- \$710 M*

* \$20.6 M in grant funding anticipated to reduce debt services costs

21-Year History of the RWSA CIP



RWSA CIP History and Projections

Source: RWSA Board presentation, February 28, 2023

Use of Reserves and Projections

- The proposed budget includes:

- \$2.8M from rate stabilization reserves, to fund “non-growth” ACSA CIP
- \$4.6M from “growth reserves” to fund ACSA “growth” CIP and RWSA debt service for growth related projects
- Use of reserves proposed to mitigate the rate increase required by customers in the upcoming year
- Sound financial management and growing system provides the opportunity to more smoothly increase customer rates over time

Growth Reserves – Accumulation and Use

ACSA System Development Reserves

ACSA Sys. Dev. Reserves	FY 23 Actual Projections
Sys. Dev. Reserve 7/1/22	\$ 14,970,265
Sys. Dev. Revenue/Invest. Earnings through 5/31/23	3,966,954
ACSA Growth-Related CIP Costs 5/31/23	<u>(1,990,877)</u>
Estimated Sys. Dev. Reserve 6/30/23	\$ 16,946,342
Unexpended FY 23 Budgeted and prior ACSA Growth CIP	<u>(9,145,717)</u>
Unallocated ACSA Sys. Dev. Reserves	\$ 7,800,625

Proposed Water and Sewer Rates FY 2024

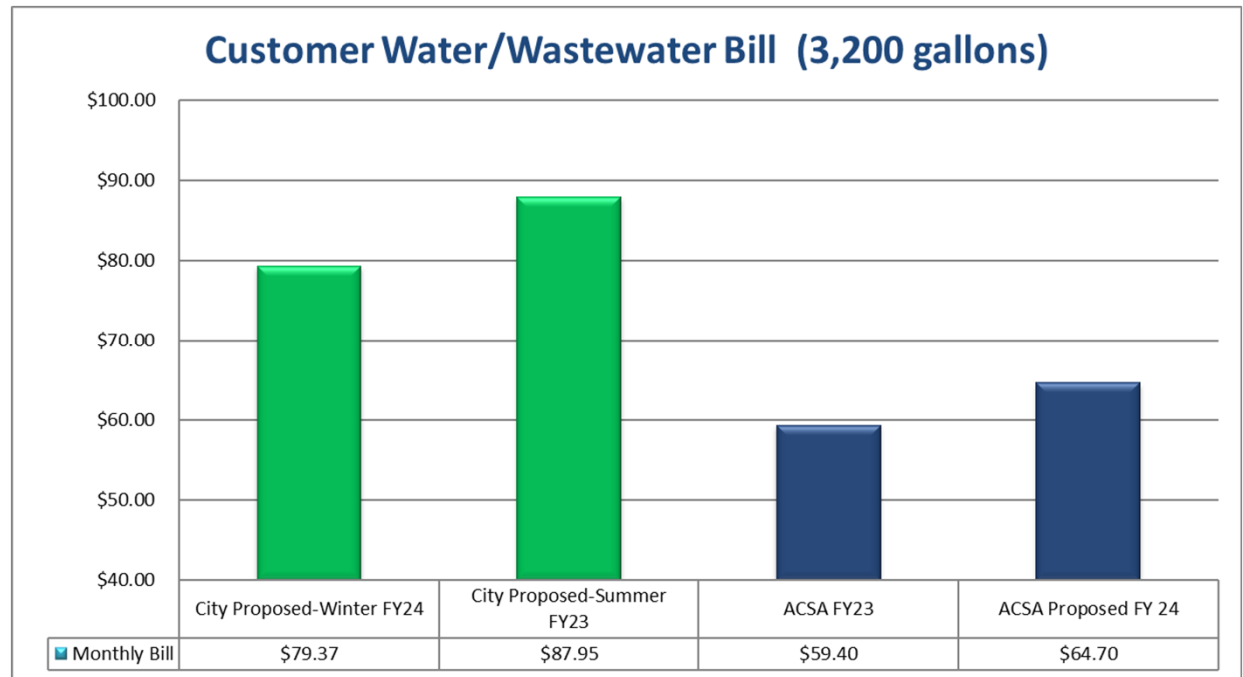
	FY 2023	FY 2024
Service Charge	\$ 9.45	\$ 10.40
Volume Charge - Single-Family Residential (per 1,000 gallons)		
Level 1 (0-3,000 gallons)	\$ 5.05	\$ 5.56
Level 2 (3,001-6,000 gallons)	\$ 10.14	\$ 11.15
Level 3 (6,001-9,000 gallons)	\$ 15.19	\$ 16.71
Level 4 (over 9,000 gallons)	\$ 20.27	\$ 22.30
Multi-Family/Non-Residential	\$ 10.14	\$ 11.15
Sewer/All Users (per 1,000 gallons)	\$ 10.24	\$ 11.06

Sample Monthly Combined Water and Sewer Bill

Sample Monthly Combined
(Water and Sewer) Bills

Combined Water and Sewer	Meter Size	Monthly Usage (gallons)	Current Bill	Recommended FY 2024 Bill	Monthly \$ Change	Daily \$ Change
Single-Family						
Minimal User	3/4"	1,200	\$ 27.80	\$ 30.34	\$ 2.54	\$ 0.08
Small User	3/4"	2,500	\$ 47.68	\$ 51.95	\$ 4.27	\$ 0.14
Average User	3/4"	3,200	\$ 59.40	\$ 64.70	\$ 5.30	\$ 0.18
Large User	3/4"	6,200	\$ 121.55	\$ 132.44	\$ 10.89	\$ 0.36
Excessive User	3/4"	7,700	\$ 159.69	\$ 174.10	\$ 14.41	\$ 0.48
Multi-Family/Non-Residential						
Multi-Family	1"	33,700	\$ 710.44	\$ 774.47	\$ 64.03	\$ 2.13
Com. (Offices)	1"	6,300	\$ 152.02	\$ 165.91	\$ 13.89	\$ 0.46
Com. (Other)	3/4"	4,700	\$ 105.24	\$ 114.79	\$ 9.55	\$ 0.32
Industrial	1 1/2"	16,500	\$ 383.52	\$ 418.45	\$ 34.93	\$ 1.16
Institutional	3/4"	13,000	\$ 274.39	\$ 299.13	\$ 24.74	\$ 0.82

ACSA Monthly Bill Comparison to Comparable Utilities



Assuming the details noted above, an ACSA customer's bill at the FY 24 proposed rates, would be 18%-26% less than a comparable bill from the City (FY 24 proposed rates, additionally the City charges a 10% utility tax in addition to the monthly bill on consumption (not reflected in the City's bill above).

Value of Water



Budget Next Steps

- ◇ June 15, 2023
 - ◇ Public Hearing
 - ◇ 2nd Budget Workshop
 - ◇ Budget Adoption
 - ◇ Rate Adoption



serviceauthority.org
Customer Service: 434-977-4511
custserv@serviceauthority.org

FY'24 Budget & Rates

July 1, 2023 - June 30, 2024

Investing in Our Water Future

Dear Customer,

The ACSA's mission is to provide safe and reliable water for a good value. To achieve that mission, the ACSA must support the Rivanna Water and Sewer Authority (RWSA), our wholesale treatment provider, as they heavily invest in their water and wastewater systems. The projected cost for all the needed improvements is \$326 million over the next five years.

Once again, the ACSA will use our available financial tools to help reduce the burden on your budget. However, RWSA's work requires increased funding beyond the help our reserves can provide; they must charge the ACSA a 13.59% increase for the next budget year in order to fund their upgrades.

The ACSA is responsible for 62% of the RWSA's annual debt service charges for large capital projects, and those charges make up about 62% of our operating budget. As a result, we must raise our rates in Fiscal Year 2024 (starting July 1) and beyond to ensure proper funding for all this important work.

We at the ACSA are mindful of the inflationary times we are in that impact us all. That's why we are once again applying cash reserves to lower this year's proposed rate increase to you. The RWSA's cost increase to the ACSA is 13.59%, while our proposed average rate increase is 8.9% for our customers. **The average residential customer will see a \$5.30 a month increase equaling 18 cents a day.**

We continue to work hard each day to reliably provide you with high-quality water. The investments we're making will ensure our success.

Gary O'Connell
Executive Director, Albemarle County Service Authority

MyWater
Provided by ACSA

Proposed ACSA FY '24 Water & Sewer Monthly User Rates

Rates and Charges	FY '23	FY'24
Service Charge	\$9.45	\$10.40
Volume Charge: Single-Family Residential (per 1,000 gallons)		
Level 1: Up to 3,000 gallons	\$5.05	\$5.56
Level 2: 3,001 to 6,000 gallons	\$10.14	\$11.15
Level 3: 6,001 to 9,000 gallons	\$15.19	\$16.71
Level 4: More than 9,000 gallons	\$20.27	\$22.30
Multi-Family/Non-Residential (per 1,000 gallons)	\$10.14	\$11.15
Sewer: All Users (per 1,000 gallons)	\$10.24	\$11.06

Combined Monthly Bill Comparison Single-Family Residential, 3,200 Gallons



Additional
Questions?



ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: ACSA Rules and Regulations – Additional Amendments	AGENDA DATE: June 15, 2023
STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering and Justin S. Weiler, P.E. Senior Civil Engineer	ACTION: <input type="checkbox"/> INFORMATION: <input type="checkbox"/>
	ATTACHMENTS: YES

BACKGROUND: Over the last several months ACSA staff completed a thorough review of the ACSA Rules and Regulations. While the amount of redline edits appears significant, most of the revisions concern housekeeping items to maintain consistent terminology, improve organization of the document, and clarify existing practices and policies. This includes removing the date references to previous revisions throughout the document. Some revisions were needed to align with our current operating procedures. There are several policy revisions proposed in these modifications, each of which are highlighted in the *Substantive Revisions* section below. Other revisions are outlined further below under *Summary of Other Revisions*.

SUBSTANTIVE REVISIONS:

1. **Section 3 – Creation of a Two-Step Acceptance Process for private development.** ACSA's current rules require a developer to complete all dedication items prior to ACSA setting any water meters. Unfortunately, we have been unable to follow this process because of the way developers are constructing subdivisions and developments. Under the two-step acceptance process, the developer will need to achieve Initial Acceptance for the development prior to ACSA releasing any meters. At Initial Acceptance, all water and sewer infrastructure would be in service and transferred to ACSA ownership. Final Acceptance will occur later following final paving and would begin the one-year warranty period for the developer. Adopting this two-step process has significant benefits for multiple ACSA departments and will ensure that all developers are asked to meet the same requirements.
2. **Section 4 – Elimination of ACSA participation in off-site extensions that serve private development.** This policy allows a developer to request the ACSA participate financially in the off-site extension of utilities to serve their private development under certain conditions. To align with the ACSA's *Financial Management Policy* of "Growth pays for growth," ACSA staff is proposing to eliminate this policy.
3. **Section 5 – Simplification of the Policy Regarding Oversize Mains.** With the elimination of the Off-Site Credit Policy in Section 4, Section 5 is revised to no longer distinguish between off-site and on-site oversizing.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

Revisions also significantly reduce the administrative, procurement, and bonding requirements for a developer participating in an ACSA required oversizing. The new procedure will also reduce the ACSA staff time required to manage oversize projects. This was identified as an area of improvement during development of the 2023-2025 Strategic Plan under both Customer Experience and Employee Experience.

4. **Section 13 – Consolidation of various fees charged to private developers.** The ACSA currently invoices developers for four different charges at four different times during a development project. Staff is proposing to consolidate all these fees into a single fee that is revenue neutral compared to the sum of the existing fees. A single fee will reduce the administrative burden for both the developer and ACSA staff. This was identified as an area of improvement during development of the 2023-2025 Strategic Plan under both Customer Experience and Employee Experience.

SUMMARY OF OTHER REVISIONS:

This summary does not include every change in the document. All the proposed changes are viewable in the redline version of the document that is attached.

Section 1 – General Conditions

- Modified several definitions and added a definition for *Connection Charge(s)*.

Section 2 – Construction Specifications

- Eliminate the requirement that the ACSA provide hard copies of the ACSA's General Water and Sewer Specifications and instead directs the requester to the ACSA's website.

Section 3 – Policy Regarding Service to New Developments

- Provide more clarification in Section 3-01 related to construction and responsibility of the developer.
- Relocate language from Section 7 regarding acceptance of new construction into Section 3.

Section 7 – Application for Services

- **First Come, First Served Policy** – Formalization of a longstanding practice in which new development receives water and sewer service in the order by which they apply for service, and capacity is not reserved. This was identified as an area of improvement during the development of the 2023-2025 Strategic Plan under Business Resiliency.

Section 8 - Cross-Connection Control and Backflow Prevention

- Incorporate language requiring backflow prevention assembly testers be certified with the Commonwealth of Virginia, which has been our standard practice.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

Section 10 – Meters

- Clarify how the ACSA determines connection fees when an applicant modifies or expands an existing property served by public water and/or sewer and needs a larger water meter. This has been our practice.

Section 12 – Rates and Fees

- Clarify existing policies and terminology for the various components of Connection Charges.

Section 13 – Miscellaneous Service Charges

- Provide clarification on the ACSA's standard practice of handling a meter size change.

Appendix A – Sewerage User Regulations

- Elimination of the full Sewerage User Regulations of the Rivanna Water and Sewer Authority (RWSA) and instead reference the latest adopted version. This eliminates the need to routinely adopt any revisions RWSA makes to ensure our Rules and Regulations remain up to date.

Appendix B – Water and Sewer Rate Schedule

- Adoption of the proposed FY 2024 Water and Sewer Rates
- Reorganization of the Connection Charges section to increase clarity.
- Move descriptions of charges and other text from Appendix B to applicable section of document.

FUTURE REVIEW: ACSA staff anticipates conducting a more in-depth review of policies associated with exclusion meters, hydrant meters, and our Fats, Oils and Grease Program later this year and will bring any proposed updates and revisions to the Board at that time.

BUDGET IMPACT: None.

RECOMMENDATIONS: Approve the revised ACSA Rules and Regulations to facilitate the ACSA staff's daily responsibility to safeguard our water system and protect our wastewater collection system.

BOARD ACTION REQUESTED: Pass a resolution adopting the updated ACSA Rules and Regulations amendments as proposed.

ATTACHMENTS:

- Redline version of the proposed revisions to the ACSA Rules and Regulations
- Resolution adopting the updated ACSA Rules and Regulations
- Clean version of proposed ACSA Rules and Regulations

ALBEMARLE COUNTY SERVICE AUTHORITY RULES AND REGULATIONS

SECTION 1 - GENERAL CONDITIONS ~~[Amended 12/17/09, Revised 03/17/11, Revised 7/1/15]~~

1-01. INTRODUCTION.

1. The Albemarle County Service Authority sets out these Rules and Regulations, which have been adopted by the Board of Directors of the Albemarle County Service Authority in accordance with the *Virginia Water and Waste Authorities Act* of 1950, as amended, and which are applicable to the public water and sanitary sewerage facilities now existing or which may, in the future, be under the jurisdiction of the Albemarle County Service Authority. This publication establishes the rates, rules and regulations which govern the use of the public water and sanitary sewerage facilities within the Jurisdictional Areas of the Albemarle County Service Authority. ~~[Revised 7/1/15]~~

2. Inquiry for information or clarification of any item herein pertinent to these policies shall be directed to the Executive Director, Albemarle County Service Authority, 168 Spotnap Road, Charlottesville, Virginia, (434) 977-4511.

1-02. VALIDITY.

1. If any section, subsection, sentence, clause or phrase of these Rules and Regulations is, for any reason held to be invalid, such decision shall not affect the validity of any other part of these Rules and Regulations which can be given effect without such invalid part or parts. ~~[Revised 7/1/15]~~

2. No statement or regulations contained in these Rules and Regulations shall be construed to interfere with any additional requirements which may be imposed by the State Board of Health or Water Control Board.

3. In the event of any deviation between the rules and regulations in this publication, and applicable rules and regulations of the State Board of Health or the Water Control Board, it shall be understood that the rules and regulations of said State agencies shall prevail insofar as the sanitary sewerage works and public water supply facilities within the jurisdictional Areas are concerned. ~~[Revised 7/1/15]~~

1-03. EFFECTIVE DATE.

These Rules and Regulations shall take effect and be in full force from and after July 1, 1983, with amendments effective on the date of amendment, from time to time, thereafter. ~~[Revised 7/1/15]~~

1-04. DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows: ~~[Revised 3/21/01, Revised 7/1/15]~~

ACSA or Authority or Service Authority - The Albemarle County Service Authority, including its governing and operating bodies and designated agents. Any office referred to solely by title (e.g., Executive Director, Director of Finance) shall be the person retained in this position by the Authority. ~~[Revised 7/1/15]~~

Act - The *Virginia Water and Waste Authorities Act* of 1950, as amended.

Action Level, FOG - The minimum concentration of fats, oils and grease which indicates a food service establishment must adjust its protocol to remain in compliance with Section 19. ~~[Added 12/17/09]~~

Air Gap - A physical separation between the free-flowing discharge end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel, such as a tank, plumbing fixture, or other device. An **approved air gap** is a vertical distance between the supply pipe and the overflow rim of the receiving vessel that is at least double the diameter of the supply pipe, and in no case less than one (1) inch. ~~[Added 3/17/11]~~

Applicant - Any person or entity requesting water and/or sewer service from the Authority.

Assisted Living Facility - A non-medical residential setting, licensed by the Virginia Department of Social Services, that provide or coordinate personal and health care services, 24-hour supervision, and assistance for the care of four or more adults who are aged, infirm or disabled. Assisted living facilities are not nursing homes. A nursing home is a facility in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more non-related individuals.

Auxiliary Meter - A water meter dedicated to the service of an irrigation system ~~when the property's non-irrigation water needs are supplied by and is associated with~~ a primary meter. ~~[Added 01/01/06] on the same property.~~

Backflow – The undesirable reversal of the flow of water, or mixtures of water and other liquids, gases, or solids, into the distribution pipes of the potable water supply. Backflow may be caused by backsiphonage or backpressure. [Revised 3/17/11]

Backflow Prevention Device – Any device, assembly, or method used to prevent backflow from occurring in the potable water supply. [Added 3/17/11]

Backpressure – A condition in which the pressure within the customer's private water supply system is greater than the supply pressure at the service connection, resulting in a reversal in the normal direction of flow. Backpressure may be caused by a pump, elevation of the piping, or steam and/or air pressure. [Added 3/17/11]

Backsiphonage – A form of backflow due to an upstream pressure reduction (partial vacuum) in the potable water distribution system. [Added 3/17/11]

Best Management Practices, Kitchen - A schedule of activities and prohibition of practices designed to prevent or reduce the introduction of fats, oils and grease into the ACSA wastewater collection system. [Added 12/17/09]

Board - The Board of Directors of the Authority.

B.O.D. - Biochemical Oxygen Demand; the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C., expressed in parts per million. The laboratory determination shall be made in accordance with the procedures set forth in Standard Methods.

Building Sewage Drain - That part of the lowest horizontal piping of a sewage system which receives the discharge from the sanitary sewer inside the walls of the building and conveys it to the building sewer beginning five (5) feet (1.52 meters) outside the inner face of the building wall.

Building Sewer - The extension from the building sewage drain to the public sewer or other place for disposal.

Commercial Food Service Establishment - A commercial facility, discharging to the ACSA wastewater collection system, engaged entirely or primarily in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by the public. This includes, but is not limited to, such establishments as restaurants, cafeterias, delicatessens, luncheonettes, sandwich shops, food courts, ice cream parlors, coffee shops, bakeries, catering businesses, grocery stores, and butcher shops. This also includes such commercial facilities as motels, inns, bed and breakfast establishments, and related lodging facilities, where food preparation and serving are an integral part of the operations, and includes bars, taverns, pubs, nightclubs, and related establishments serving alcohol, where food preparation and serving are an integral part of the operations. [Added 12/17/09]

Connection Charge(s) – All nonrecurring charges ACSA collects when a new connection is made to the system, when an existing meter size changes, or when the number of ERCs served by a meter changes. This includes Installation Charges, System Development Charges, RWSA Capacity Charges and NFRPS Special Rate District Charges as applicable.

Construction Approval - A letter issued by the Authority to a developer which authorizes ~~him~~them to construct facilities for which the design plans and specifications have been approved by the Authority.

Containment – A policy that confines potential contamination and pollution within the facility in which they arise. [Added 3/17/11]

Contamination – An impairment of the quality of water which creates an actual hazard to the public health through the spread of disease or by chemical poisoning. Compare this term with pollution. [Added 3/17/11]

Contractor - Any person(s), firm, group or affiliates charged with the responsibility of constructing the facilities described in the Authority's *General Water and Sewer Construction Specifications*. [Revised 6/20/85]

County - The County of Albemarle, Virginia, its governing and operating bodies, and designated agents.

Cross-Connection – Any unprotected actual or potential connection between the potable water supply and any source of contamination or pollution, such as connection between the potable water supply and a supplementary water supply, or connection between the potable water supply and other piping, fixtures, or vessels in such a manner that water quality may be affected. Cross-connection includes any potable water supply outlet that is submerged, or may be submerged, in groundwater, wastewater, or any other source of contamination. ~~[Revised 3/17/11]~~

Customer - Any person or entity recorded in the accounts of the Authority as receiving water and/or sewer services and responsible for payment for such services.

Degree of Hazard – The danger posed by a particular substance or set of circumstances. Generally, a low or moderate degree of hazard is related to pollution of the potable water. This does not affect health, but may be aesthetically objectionable. A high degree of hazard is associated with contamination of the potable water, which may cause serious illness or death. ~~[Added 3/17/11]~~

Developer - Any person, firm, corporation, or association having an interest, whether legal or equitable, sole or partial, in any premise requiring the design and construction of facilities which would be under the jurisdiction of the Authority and would become part of the public utilities system of the Authority.

Domestic Water Supply – The supply of water that serves the standard uses of water in a residence or facility, such as for drinking, cooking, heating, bathing, laundering, cleaning, and the flushing of toilets. ~~[Added 3/17/11]~~

Double Check Valve (DC) Assembly – A testable backflow prevention device consisting of two independently-acting check valves, shut-off valves, and test cocks. It is designed to protect against a non-health hazard (i.e., pollutant) under conditions of both backpressure and backsiphonage. ~~[Added 3/17/11]~~

Existing Buildings - Those existing buildings for which a Certificate of Occupancy has been issued by the Albemarle County Inspections Department. ~~[Added 6/19/86]~~

Equivalent Residential Connections (ERC's/ERCs) - The conversion of metered services to the equivalent of single-family residential connections ~~per the following ratios:~~ ~~[Added 6/29/89, Revised 9/18/14]~~

Meter Size	ERC's
5/8"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	25
6"	50

~~. See Appendix B.~~

Facilities - Any and all component and pertinent parts of the entire systems of the water and sanitary sewer utilities under the jurisdiction of the Authority, such as water pipe lines and their appurtenances, water storage tanks, filtration or treatment facilities and pumping stations, sewer lines and their appurtenances, sewage pumping stations and treatment plants, including these items and others now constructed, installed, operated or maintained by the Service Authority, or any which may be approved and accepted in the future as additions to or extensions of the systems.

Fats, Oils and Grease (FOG) - Organic, non-petroleum compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "oil and grease." ~~[Added 12/17/09]~~

Food Service Establishment (FSE) - Any facility in which the activities of preparing, serving, or otherwise making food and drink available for consumption by the public are at least a part of the operations of the facility.

This includes commercial food service establishments, other commercial office buildings with food service, industries with food service, and institutions with food services. ~~[Added 12/17/09]~~

General Water and Sewer Construction Specifications - The Specifications of the Authority, Adopted January 20, 1983, as amended.

Grab Sample - A water sample collected in an instantaneous manner without regard to possible variations in the flow rate or the chemical concentrations of the sample. ~~[Added 12/17/09]~~

Gray Water - Non-industrial wastewater that has been generated from all uses of potable water with the exception of toilets. For the purposes herein, specific reference is made to the kitchen operations of a food service establishment, and includes such activities as draining, rinsing, soaking, and cleaning. ~~[Added 12/17/09]~~

Grease Control Device - A device utilized to bring about the separation of waterborne fats, oils and grease from wastewater by reducing the flow rate of the wastewater, and thus eliminate or reduce the oil and grease discharged to the ACSA wastewater collection system. Note that a distinction is made herein between grease interceptor and grease trap; other references may use these terms interchangeably. ~~[Added 12/17/09]~~

Grease Interceptor - A large-capacity grease control device that is an underground tank or vault, typically constructed of precast concrete, consisting of at least two chambers, and holding several hundred to a few thousand gallons of liquid. It is generally located outside a facility with access lids at ground level, and operates by providing greater retention time which allows for more efficient separation of fats, oils and grease from the wastewater. ~~[Added 12/17/09]~~

Grease Trap - A small-capacity grease control device that is constructed of resistant metal or plastic, typically holds fewer than 50 gallons of liquid, and is located inside a facility. It may be positioned below floor level or directly beneath a facility sink, and operates to reduce flow rate by a series of baffles. ~~[Added 12/17/09]~~

Health Hazard - Any condition, devices, or practices in the water supply system and/or its operation which create or, in the judgment of the Authority, may create, a danger to the health and well-being of any customer.

Hexane Extractable Material (HEM) - The typical name used by analytical laboratories for detectable and measurable fats, oils and grease using the analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136. The name refers to the extraction solvent (hexane – C₆H₁₄) used in the analytical procedure. ~~[Added 12/17/09]~~

Hose Bib Vacuum Breaker – A non-testable backflow prevention device that consists of an atmospheric vacuum breaker. It is designed within, or can be attached to, a hose bib. ~~[Added 3/17/11]~~

Hotel – An establishment that provides lodging and usually meals, entertainment, and various personal services for the public.

Hospital - A building or buildings where the sick or injured are provided overnight medical or surgical care.

Industry with Food Service - An industrial facility, discharging to the ACSA wastewater collection system, within which a cafeteria is engaged in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by its employees. ~~[Added 12/17/09]~~

Institution with Food Service - An institutional facility, discharging to the ACSA wastewater collection system, engaged, at least in part, in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by its students, patients, residents, inmates, congregants, and/or employees. This includes, but is not limited to, such institutional establishments as schools, hospitals and related medical facilities, residential treatment centers, nursing homes, assisted living facilities, adult day care centers, child day care establishments, correctional facilities, and churches. For the assisted living facilities, adult day care

centers, and child day care establishments, this includes services provided in a residential (home) setting. ~~[Added 12/17/09]~~

Irrigation System - A device or combination of devices having a pipe or other conduit installed in the landscape for the purpose of applying ACSA provided water to residential or commercial lawns, landscapes, or greenspace.

Isolation – A policy that confines potential contamination and pollution to the specific point of water use within the facility. ~~[Added 3/17/11]~~

Jurisdictional Area - The territory included within the boundaries of the Authority in which the Authority has been authorized, by the Board of Supervisors, to provide and regulate both existing and future water and sanitary sewerage facilities. See Albemarle County Code Sec. 2-701, Va. Code § 15.2-5111. ~~[Revised 7/1/15]~~

Master-Metered Single-Family Units – A group of single-family residential units served by a primary meter.

Mobile Home Park – A designated area for people to live in mobile homes.

Multifamily – A building with more than one residential dwelling unit built for, and occupied by, private households. This includes apartments and condominiums served by a single ~~service~~ connection to the public main. Multifamily does not include nursing homes, hotels, assisted living facilities or business concerns engaged in providing housing accommodations as well as other significant services (i.e., preparation of meals, health care, housekeeping, etc.) that which are all classified as commercial or institutional establishments. ~~This includes nursing homes, hotels, and assisted living facilities.~~

Nonpotable Water - Water that is not safe for human consumption or that is of questionable potability.

Nursing Care Facility - A facility or any identifiable component of any facility licensed by the Virginia Department of Health in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more nonrelated individuals, including facilities known by varying nomenclature or designation such as convalescent homes, skilled nursing facilities or skilled care facilities, intermediate care facilities, extended care facilities, and nursing homes.

Person - Any individual, firm, corporation, association, society, or group.

Plumbing Fixture - Installed receptacles, devices or appliances supplied with water or that receive or discharge liquids or liquid-borne wastes.

Plumbing System - The water supply distribution pipes, plumbing fixtures, including their respective connections, devices, and appurtenances within the property lines of the premises; and water-treating or water-using equipment.

Pollution – An impairment of the quality of water to a degree which does not create a hazard to the public health, but which affects the aesthetic qualities of the water for domestic use. Compare this term with contamination. ~~[Added 3/17/11]~~

Potable Water – Water deemed safe for human consumption. The bacteriological and chemical quality of this water conforms to the requirements of the U.S. Environmental Protection Agency's National Primary Drinking Water Regulations, and the *Waterworks Regulations* of the Virginia Department of Health. ~~[Revised 3/17/11]~~

Premise – Any building, group of buildings, or land upon which buildings are to be constructed which is or may be served by the facilities of the Service Authority.

Primary Meter – ~~A~~ An ACSA water meter installed to measure all water supplied to a customer ~~exclusive of water supplied to an irrigation system or to measure water supplied to an irrigation system when no other water use is required on the property or all meters installed prior to January 1, 2006.~~ ~~[Added 01/01/06]~~.

Private Water Supply System – The water service pipe, the water-distribution pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances on the premises downstream of the service connection. The private water supply system is the sole responsibility of the property owner, or designated agent of the owner. ~~[Added 3/17/11]~~

Public Sewer – A sanitary sewer in which all owners of abutting properties have equal rights, and which is controlled, owned and operated by the Service Authority.

Rain Sensor - An electric device that measures rainfall and will override the irrigation cycle of an irrigation system, thus turning it off when a predetermined amount of rain has fallen. To meet the requirements of this section, a rain sensor shall be adjusted to shut off irrigation systems in response to one-fourth (1/4) inch or less. ~~[Revised 06/17/04]~~

Reduced Pressure Zone (RPZ) Assembly – A testable backflow prevention ~~device assembly~~ consisting of two independently-operating, spring-loaded check valves, a reduced pressure zone between the check valves, a relief valve in this zone, and test cocks. An RPZ is the highest quality backflow prevention ~~device assembly~~, being designed to protect against a non-health hazard (pollution) or a health hazard (contamination) under conditions of both backpressure and backsiphonage. ~~[Added 3/17/11]~~

RWSA - The Rivanna Water and Sewer Authority, its representatives and designated agents.

Sanitary Sewage - That water-carried waste which derives principally from dwellings, business buildings, institutions, industrial establishments and the like, exclusive of any storm and surface waters.

Sanitary Sewer - A sewer to which storm, surface and ground waters are not intentionally admitted.

Service Connection – The point at which the ACSA potable water distribution system joins a customer's private water supply system. This is the location at which the ACSA loses jurisdictional and sanitary control of the water. ~~[Added 3/17/11]~~

Sewage - A combination of water-carried waste from residential, commercial, institutional, and industrial establishments, together with such ground, surface and storm waters as may be present.

Sewer Volume Charge - The charge made on all users of the public sewerage system whose wastes do not exceed in strength the concentration values established as representative of normal domestic sewage.

Sewerage - The system of sewers and appurtenances for the collection, transportation, pumping, and treatment of sewage.

Shall or will - is mandatory; **may** is permissive. ~~[Revised 7/1/15]~~

Supplementary Water Supply – Any water source or system, other than the potable water supply, that may be available within a building or on the premises. This includes water from such sources as cisterns, wells, springs, ponds, or streams, and may include process or other used water. ~~[3/17/11]~~

Undeveloped Lot - Any parcel of land on which no building exists which requires water or sewer for occupancy. ~~[Added 1/27/05]~~

Wastewater Collection System - Sanitary sewers, manholes, and pump stations used to convey wastewater to a wastewater treatment plant for processing. ~~[Added 12/17/09]~~

Water Line or Main - A pipe or conduit for transporting water.

Water Service - The pipe which extends underground from the ~~primary meter or auxiliary meter to the exterior face of a structure. Water Line to the building or point of use. The ACSA portion of the service is from the Water Line to the ACSA water meter. The private portion is from the water meter to the building or point of~~

| use. [Added 06/18/09]

Water System - All structures, appliances and equipment owned and operated by the Authority and used to collect, store, and transport water for drinking or domestic use and the distribution of water to the public.

SECTION 2 - CONSTRUCTION SPECIFICATIONS

2-01. GENERAL.

1. The Authority shall establish, and revise as necessary, ~~general water and sewer construction specifications~~ General Water and Sewer Construction Specifications (Construction Specifications) to govern the design and construction of water and sewer facilities, and materials used therein, which are to be accepted into the Authority's water and sewer systems. The General Water and Sewer Construction Specifications can be found at www.serviceauthority.org.

~~2. Any developer or owner who proposes to submit application to the Authority for review and approval of plans and specifications for construction of facilities intended for acceptance by the Authority shall be provided, prior to submitting their application, with one (1) set of the General Water and Sewer Construction Specifications. The Authority shall be obligated to furnish this one (1) set at no cost on a bona-fide request.~~

~~3. Additional sets of the General Water and Sewer Construction Specifications may be supplied by the Authority to any recipient of the one free set for a fee. See Appendix B. The General Water and Sewer Construction specifications may also be found at www.serviceauthority.org/specifications. [Revised 7/1/15]~~

SECTION 3 - POLICY REGARDING SERVICE TO NEW DEVELOPMENTS ~~[Revised 8/15/2013, Revised 3/19/2015]~~

3-01. CONSTRUCTION AND OWNERSHIP OF NEW FACILITIES.

1. The developer of any new subdivision or site intended for residential or commercial use or any combination thereof, or the developer of any industrial or institutional site, shall construct all sanitary ~~sewers~~sewer and ~~domestic fresh water distribution lines with~~facilities required for the subdivision or development at the developers expense. Immediately upon completion and acceptance of the construction work, the sanitary sewer and water facilities shall be dedicated to the Albemarle County Service Authority on a form prescribed by the Authority. The Service Authority shall have the right at any and all times to make, connect or permit new connections, extensions, or improvements or to otherwise use the dedicated facilities in the best interests of the Service Authority.
2. The facilities to be dedicated include pipelines and appurtenances, water service lines from mains to meter connections, pumping stations, land and rights, and other necessary components of the ~~utility system(s)~~sanitary sewer and water systems. Service lines from buildings to the public sewer or water meter shall be maintained by the owner of the building(s) and installed at the applicant's expense.
3. The ACSA's responsibility for maintenance, repair, and replacement of its water system, including all mains, ~~service connections~~services and appurtenant equipment thereon, ends at the ACSA meter serving the customer ~~or the isolation valve serving the fire line~~. The customer is responsible for all repair and maintenance of the water service, water main, and appurtenant equipment thereon, running from the ACSA's meter or isolation valve to the premise served.
4. The ACSA's responsibility for maintenance, repair, and replacement of its sanitary sewer system, including all mains, manholes and appurtenant equipment thereon, ends at the ACSA public sewer main or manhole serving the customer. The customer is responsible for all repair and maintenance of the building sewer, and appurtenant equipment thereon, running from the ACSA's main or manhole to the premise served.
5. The developer shall be responsible for ~~any~~all repair and maintenance ~~as a result of construction or defects of said~~the ACSA facilities between Initial Acceptance and Final Acceptance and then for one (1) year from the date of ~~initial operation or acceptance, whichever is later~~Final Acceptance.

3-02. PLAN REVIEW.

The Service Authority shall, in conjunction with its Engineers, review and approve, ~~or revise if necessary to conform with the Construction Specifications~~, prepared plans for all projects for developing, extending, or any construction of, water mains and sanitary sewer lines, and all pertinent connections, structures and accessories proposed thereto within the Jurisdictional Areas, prior to any construction of such project.

The ACSA shall determine the size, location, depth and construction specifications of all facilities which will become a part of its system or serve its system.

3-03. AUTHORITY STANDARDS TO BE USED IN CONSTRUCTION.

Materials, workmanship, and procedures used in the work shall be in accordance with the *Construction Specifications* established and approved by the Authority.

3-04. SITE INSPECTIONS.

During progress of the work, the members of the Authority or their authorized Engineers, inspectors or others who are directly concerned with the work shall have access to the locations of construction for the purpose of establishing to their satisfaction that the projects are being constructed to the Authority's requirements and in accordance with approved plans and specifications.

The Authority shall have access to use the airspace above the locations of construction for the flight of Unmanned Aerial Vehicles for the purpose of imagery collection.

3-05. ~~FINAL INSPECTION~~INITIAL ACCEPTANCE OF CONSTRUCTIONNEW FACILITIES.

~~After completion of 1.~~ When all the ACSA facilities for a project have been constructed and are ready for operation, the developer or owner shall apply for Initial Acceptance from the Authority. No water meters shall be installed for a project until the project receives Initial Acceptance. The Executive Director, or their designee, shall grant Initial Acceptance on written request~~satisfaction of the following conditions:~~

- A. All water and sewer facilities shown on the approved Plans for the project have been constructed, tested, disinfected, inspected by the Authority and are ready to be placed in service.
- B. Sitework and construction for the project has progressed to a point that ACSA is reasonably assured that its facilities will not be damaged by the remaining construction.
- C. The facilities have been dedicated to the Authority on a form prescribed by the Authority.
- D. The as-built plans have been approved by the Authority.
- E. All easements for the facilities have been accepted by the Authority and recorded.
- F. That all matters relative to specific contracts between the developer or owner and the Authority are in order.

2. Acceptance of the newly constructed facilities, when approved by the Authority, shall be made in writing to the developer or owner responsible for the construction, ~~the Authority.~~

3. The issuance of the written form of Initial Acceptance of any such facilities shall constitute an irrevocable agreement between the developer or owner responsible for construction and the Authority; and any officers, agents, servants and employees of the Authority shall be indemnified and held harmless by the developer or owner from liability and responsibility of any nature and kind for costs, including attorney fees, or payments on, labor, equipment, or material used in construction of the accepted facilities or on account of any patented or unpatented invention, process, article or appliance manufactured for or used in construction of, or for the intended operation of, the accepted facilities.

3-06. FINAL ACCEPTANCE OF NEW FACILITIES.

After completion of all sitework, paving, required landscaping and building construction, the developer or owner shall apply for Final Acceptance of the facilities by the Authority. The Authority shall make a final comprehensive inspection of the completed ~~projects~~project and shall be satisfied as to ~~conformance to plans and specifications~~proper construction and operation of the facilities before ~~accepting~~issuing Final Acceptance for the facilities ~~to become a part~~. The developer shall be responsible for any repair or maintenance of said facilities for one (1) year from the public utilities systemdate of the Service Authority final acceptance.

SECTION 4 - POLICY REGARDING OFF-SITE EXTENSIONS

4-01. GENERAL.

Off-site extensions of water and/or sanitary sewer lines to serve new developments shall be the responsibility of the developer. An off-site extension is defined as an extension of a water and/or sanitary sewer line by a developer from the developer's property boundary as determined by the Authority to existing Authority facilities.

4-02. CONDITIONS FOR AUTHORITY PARTICIPATION.

~~1. The Authority may participate in such extension only when, in the opinion of the Authority, such extension will service properties other than that of the developer which may be required by the Albemarle County Zoning Ordinance and Comprehensive Plan, as amended, to have public water and/or sewer available before development may occur.~~

~~2. The Authority will not participate in an off-site water line or sewer line extension that is less than eight (8) inches in diameter.~~

~~3. If Authority participation in an off-site extension project is requested the developer shall enter into a written contract with the Authority agreeing to the following:~~

~~A. The developer is solely responsible for all aspects of the construction project, which shall be performed in compliance with all applicable federal, state, and local requirements and Authority rules and regulations.~~

~~B. All required federal, state, and local government approvals of both the developer's building project and utility extension project shall be obtained by the developer and delivered in writing to the Authority prior to the Authority agreeing to participate in the project.~~

~~C. The off-site water and/or sewer project shall be publicly bid. Bid requirements and procedures shall conform with those of Chapter 43 of Title 2.2 of the Code of Virginia Public Procurement Act, with the necessary changes in points of detail. The project shall be awarded to the lowest responsible bidder. Authority approval of the lowest responsible bidder shall be required prior to the award of the contract.~~

~~D. Prior to the award of the contract, the developer shall furnish to the Authority a certified check in the amount of the contract award, or a bond, with surety satisfactory to the Authority, in an amount sufficient for and conditioned upon the construction of the off-site facilities.~~

~~E. During the construction of the project, the Authority shall approve all project estimates prior to payment to contractors.~~

4-03. CREDIT AGAINST FUTURE CHARGES.

~~1. Upon completion of the project and acceptance into the Authority's system, the Authority shall enter into a written agreement granting to the developer credit against future water and/or sewer system development charges up to a maximum of one hundred (100) per cent of the off-site construction costs.~~

~~2. In calculating the credit, off-site construction costs shall include only amounts paid to contractors for labor and materials and shall not include administrative, engineering, and legal fees or the cost of any additional line size required by the Authority.~~

4-04. CONDITIONS ON USE OF CREDIT.

~~The credit can only be used for the property for which the off-site extension is constructed. The credit does not constitute a priority for water or sewer service. As water and/or sewer connections are made, the developer must use first its existing credit. The credit shall expire ten (10) years after acceptance of the off-site water and/or sewer line extension into the Authority's system, whether the credit has been used in its entirety or not. [Amended 3/21/91]~~

4-05. AUTHORITY'S RIGHT OF REFUSAL TO PARTICIPATE.

~~The Authority shall have the right to refuse to participate upon any reasonable grounds and specifically for any extension determined to be detrimental to the water or sewer system or when, in the sole opinion of the Authority, the extension is economically unfeasible.~~

SECTION 5 - POLICY REGARDING OVERSIZE MAINS ~~[Amended 3/19/87]~~

5-01. ~~OFF-SITE~~ OVERSIZE MAINS.

1. The Service Authority may require a developer to install a water and/or sewer main larger than that required to adequately serve the developer's property. ~~In such case the developer and the Authority shall enter into a written contract agreeing to the terms of the reimbursement prior to the project starting construction.~~

~~2. For off-site oversize mains for which the Developer has requested the Authority's participation in accordance with Section 4 of these Rules and Regulations, the written contract between the developer and the Authority shall require that unit prices be obtained for both the size line required by the Authority and the size line adequate to serve the needs of the developer, the difference in such costs to be borne by the Authority.~~

~~3. Upon completion the reimbursement amount shall be determined by the Director of the project Engineering and acceptance into the Authority's system, the Authority shall reimburse the developer the additional cost of the oversize line. Reimbursement shall include only amounts paid to contractors Authority's annual contracts, recent bids received by the Authority, other public bids for labor and materials and shall not include administrative, engineering similar work performed in the area, or legal fees. Provisions other objective criteria.~~

~~4. The total reimbursement amount and the provisions for reimbursement shall be incorporated into the off-site extension contract.~~

~~4. The developer may elect not to publicly bid an off-site oversize main, in which case the Authority and the developer shall enter into a written contract agreeing that the Authority will reimburse the developer the difference in the cost of the size materials required by the Authority and the size materials necessary to adequately serve the needs of the developer, such difference in cost to be determined by the Authority based on current local material prices. Differences in material unit costs shall be specified in the contract and material quantities determined upon completion of the construction.~~

~~5. In either case, reimbursement shall not be made until such mains are accepted into the Authority's system receive Initial Acceptance.~~

5-02. ~~ON-SITE~~ OVERSIZE MAINS.

~~1. The Authority may require a developer to install on-site oversize mains. In such case the developer and the Authority shall enter into a written contract agreeing to one of the following means of reimbursement:~~

~~2. For on-site oversize mains the developer and the Authority shall enter into a written contract agreeing as follows:~~

~~A. The developer is solely responsible for all aspects of the construction project, which shall be performed in compliance with all applicable federal, state, and local requirements and Authority rules and regulations.~~

~~B. All required federal, state and local government approvals of both the developer's building project and the utility extension project shall be obtained by the developer and delivered in writing to the Authority prior to the Authority agreeing to participate in the project.~~

~~C. The project shall be publicly bid. Unit prices shall be obtained for both the size line required by the Authority and the size line adequate to serve the needs of the developer, the difference in such costs to be borne by the Authority. Bid requirements and procedures shall conform with those of Chapter 43 of Title 2.2 of the Code of Virginia Public Procurement Act, with the necessary changes in points of detail. The project shall be awarded to the lowest responsible bidder. Authority approval of the lowest responsible bidder shall be required prior to the award of the contract.~~

~~D. Prior to the award of the contract, the owner or developer shall furnish to the Authority a certified check in the amount of the contract award, or a bond, with surety satisfactory to the Authority, in an amount sufficient for and conditioned upon the construction of the on-site facilities.~~

~~E. During the construction of the project, the Authority shall approve all change orders. The Authority shall approve all project estimates prior to payment to contractors.~~

~~F. Upon completion of the project and acceptance into the Authority's system, the Authority shall reimburse the developer the additional cost of the oversize line. Reimbursement shall include only amounts paid to contractors for labor and materials and shall not include administrative, engineering or legal fees.~~

~~3. The developer may elect not to publicly bid the work, in which case the Authority shall reimburse the developer the difference in the cost of the size materials required by the Authority and the cost of the size~~

~~materials necessary to adequately serve the needs of the developer, such difference in cost to be determined by the Authority. Differences in material unit costs shall be specified in the contract and material quantities determined upon completion of the construction.~~

~~4. In either case, reimbursement shall not be made until such mains are accepted into the Authority's system.~~

SECTION 6 - POLICY REGARDING SERVICE TO DEVELOPED AREAS ~~[Revised 09/01/2009]~~**6-01. GENERAL.**

The Authority may, at its option, install water and/or sewer facilities within a developed area when, in the Authority's opinion, the installation of such facilities is economically feasible and justifiable, and the finances of the Authority are such as to warrant the necessary expenditure.

SECTION 7 - APPLICATION FOR SERVICES

7-01. GENERAL.

1. Water and sanitary sewer service is available on a first come, first served basis. Approval of construction plans, or issuance of an availability letter is not a guarantee of capacity for a project. The Authority reserves all rights to exercise its sole discretion before allowing the extension or increase of the water and/or sanitary sewer system.

2. The Authority shall accept, review, and render decision on applications for water and sanitary sewer service to the premises described in the application from any applicant who owns or legally represents the owner(s) of land, or who is a tenant of land, within the Jurisdictional Area.

23. The Authority reserves the right to approve, revise, request additional data or design information on, or to disapprove any such application or plans pertinent thereto.

34. Application for service may be made in person, by phone, fax, or email. In either case, all information requested by the Authority must be provided before an application is approved. All applicable fees and charges must be paid before service is provided. ~~[Revised 7/1/15]~~

45. To prevent water damage, the applicant for water service to any existing premise to which public water has previously been supplied must arrange to have someone with access to the premises present when the water is turned back on. Twenty-four (24) hours' notice will normally be required to schedule such turn-on.

7-02. SERVICE TO EXISTING CONNECTIONS.

When an application for water and/or sanitary sewer service is for a premise previously or currently billed for such service, the account for that premise will be transferred to the applicant's name on the day service is requested. The meter and appurtenances will be examined for condition and proper installation on that day, and a reading taken in order to begin recording the customer's consumption. If the applicant is not the premise/property owner, a tenant deposit will be required prior to establishing service. ~~[Amended 06/21/12]~~

7-03. NEW RESIDENTIAL AND COMMERCIAL CONNECTIONS - EXISTING FACILITIES.

Applications for initial water and/or sewer service for existing or proposed new individual or multiple dwellings or commercial establishments to which the Authority's service facility is immediately adjacent and available, shall be made in duplicate on a form prescribed and furnished by the Authority for the purpose of such application and each form shall be accompanied by measurements, maps, drawings and such other data as will clearly establish and indicate the physical location within the Jurisdictional Area of the premise(s) for which the application is submitted and the location on the premise(s) of the service or services applied for.

Payment of applicable fees and charges will be accepted upon presentation of a current approved building permit, a copy of which may be retained by the Authority. Should this permit expire, the fees will be returned to the applicant. Payment prior to actual completion of construction does not constitute a guarantee of service, which is provided on a first-come, first-served basis to applicants ready for such service. Neither does such payment authorize the applicant to use the service(s) applied for until the installation has received the necessary inspection approvals from the appropriate State and/or local agencies.

7-04. NEW RESIDENTIAL AND COMMERCIAL CONNECTIONS - NEW FACILITIES.

Where water and/or sewer service is desired to serve residential and/or commercial premises and provision of such service shall require the construction of new water and/or sewer facilities, application shall be made to the Authority as required in the General Water and Sewer Construction Specifications.

7-05. NEW IRRIGATION CONNECTIONS ~~[Added 01/01/06]~~

In order to obtain a dedicated irrigation meter, the following process shall be followed:

1. The applicant shall apply for an irrigation meter and provide flow and demand requirements of the proposed system for proper sizing of the meter.
2. Upon the Authority's approval of the irrigation system the applicant shall apply for a backflow permit with the County of Albemarle.
3. The County of Albemarle must inspect the system to ensure that the backflow ~~device~~ assembly is in place.
4. The Authority shall set the meter.

5. The applicant shall provide the Authority with a date and time backflow ~~device~~assembly will be tested.
6. The Authority shall confirm inspection by the County of Albemarle, ensuring backflow test has been scheduled and shall unlock the meter.
7. The applicant provides the Authority with passing test results for backflow ~~device~~assembly.

7-06. INDUSTRIAL CONNECTIONS.

Application for proposed water and sewer facilities to serve any type of industrial establishment within the Jurisdictional Areas shall be made in writing to the Authority. Complete information regarding plant location, type of industry, raw and finished products, approximate volume of utility requirements, type of industrial wastes to be discharged, proposed facilities for pre-treatment of industrial wastes, and other data pertinent to the industry, shall accompany the application. The applicant for water and sanitary sewer services to serve industrial establishments shall conform to the requirements for application outlined in 7-02, 7-03 and 7-04 above, as may be governed by the location of the proposed industrial site.

~~7-07. ACCEPTANCE OF NEW CONSTRUCTION.~~

~~1. The Executive Director shall accept newly constructed water and sanitary sewer service facilities classified above in Sections 7-03, 7-04 and 7-05 on satisfaction of the following conditions:~~

- ~~A. That all requirements of the General Water and Sewer Construction Specifications have been fulfilled in the opinion of the Authority.~~
- ~~B. That all matters relative to specific contracts between the developer or owner and the Authority are in order.~~
- ~~C. That payment has been made by the developer or owner for all fees relative to applications, inspections and tests. [Revised 6/20/85]~~
- ~~D. That explicit understanding exists between the developer or owner and the Authority that the developer or owner shall be responsible for and obligated to correct any deficiencies in construction within a period of one year from the date of acceptance of the facilities by the Authority. This condition shall be stipulated in the written form of acceptance issued by the Authority.~~

~~2. Acceptance of the newly constructed facilities, when approved by the Authority, shall be made in writing to the developer or owner responsible for the construction.~~

~~3. The issuance of the written form of acceptance of any such facilities shall constitute an irrevocable agreement between the developer or owner responsible for construction and the Authority and County; and any officers, agents, servants and employees of the Authority and County shall be indemnified and held harmless by the developer or owner from liability and responsibility of any nature and kind for costs, including attorney fees, or payments on, labor, equipment, or material used in construction of the accepted facilities or on account of any patented or unpatented invention, process, article or appliance manufactured for or used in construction of, or for the intended operation of, the accepted facilities. [Revised 8/17/17]~~

~~7-08. TEMPORARY WATER SERVICE.~~

Temporary water service will be provided for builders and developers at construction sites under the following conditions: ~~[Revised 7/1/15]~~

- A. The applicant for temporary service must sign an agreement stipulating the temporary nature of the service on a form provided by the Authority, and pay a charge to cover the costs of servicing this special account. If the applicant wishes to extend the temporary service beyond ninety days, the applicant must pay an additional charge for each thirty-day extension. The additional charge must be paid before the end of the existing service period. ~~[Amended 2/20/86]~~ See Appendix B.
- B. The Authority will assess a deposit sufficient to cover the replacement cost of the meter installed to monitor consumption (see Appendix B for the deposit schedule). This deposit, less any expenses for maintenance and/or repair of the meter, may either be refunded after the temporary service is terminated or applied to the connection fees~~charges~~ due for regular service to the premise. ~~[Amended 2/20/86]~~
- C. Water consumption will be billed at the then-current rates.
- D. No water will be allowed to pass into the building sewer lateral until that lateral has been passed

by the County Inspections Department.

7-0908. TEMPORARY USE OF FIRE HYDRANTS. [Revised 10/1/16]

Temporary use of fire hydrants for non-firefighting purposes may be authorized by the Executive Director. Use of fire hydrants shall not be approved to circumvent the installation of a permanent metered water connection. The following procedures apply to non-fire-related uses of fire hydrants:

- A.** Written authorization must be obtained from the Authority prior to use of any fire hydrant. The Authority may designate specific fire hydrants for use and establish conditions under which use will be permitted. Failure to comply with all conditions or to pay all charges will result in revocation of the authorization.
- B.** All non-fire-related uses of fire hydrants shall be through a fire hydrant meter. Upon written application, authorization may be granted for use of a fire hydrant meter for 90 consecutive days and may be renewed for additional 90 day periods. At the time of application, a deposit shall be charged. See Appendix B.
- C.** When authorization for use of a fire hydrant is granted to water haulers, or contractors filling tank trucks for distribution of water throughout a construction site, the water tank shall be inspected by Authority personnel for proper backflow protection. A certificate shall be issued for the tank upon satisfactory inspection and shall remain with the tank at all times.
- D.** All water acquired through a fire hydrant meter shall be charged at twice the current Non-Residential and Multi-Family Residential Rate. Meter readings of fire hydrant meters shall be reported to the Authority by the 4th of every month. The authorized user of a fire hydrant meter will be invoiced each month with charges for actual consumption registered by the fire hydrant meter, plus a monthly usage fee. Failure to submit a meter reading will result in a non-refundable fee. See Appendix B. Failure to submit a meter reading may also be cause for confiscation of the fire hydrant meter and a forfeiture of the deposit. Any fire hydrant meter failing to register consumption for three consecutive months shall be returned to the Authority immediately.
- E.** Upon the return of a fire hydrant meter at the end of the authorization period, the refundable portion of the deposit shall be held no longer than 30 days, pending the testing of the meter and backflow prevention ~~device~~assembly for damage. The cost of repairing or replacing the meter or backflow prevention ~~device~~assembly, damages to the fire hydrant or surrounding area, and any unpaid volume charges shall be withheld from the deposit. If the deposit is insufficient to cover such repair work or unpaid charges, the additional costs will be assessed to the user.
- F.** Fire hydrant meters held for a 12-month period shall be returned to the Authority on the one-year anniversary of the issuance date for testing of the meter and backflow prevention ~~device~~assembly. The applicant will be given a replacement fire hydrant meter and will be billed directly for the repair or replacement of any components of the fire hydrant meter assembly found to be damaged.
- G.** Failure to return a fire hydrant meter shall be cause for the forfeiture of the deposit.

SECTION 8 – CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION [Amended 01/20/22; Revised 10/15/2009, 03/17/2011, 5/16/2013, 7/11/15]

8-01. INTRODUCTION.

Protection of the quality of drinking water that the Albemarle County Service Authority (ACSA) provides to each of its customers is of paramount importance. Contamination or pollution of the water can potentially result from the physical connection that exists between the ACSA potable water distribution system and the private water supply system of each of its customers. Further, various cross-connections within customers' private systems are possible due to the numerous uses of the potable water. As a result of this potential contamination, and due to the common physical forces of backpressure and ~~back siphonage~~backsiphonage, intense focus on the prevention of cross-connections and backflow is critical to maintain water quality.

8-02. PURPOSE.

This Section is adopted for the following purposes:

1. To comply with the requirements of Part II, Article 4 (Section 12 VAC 5-590-580 through Section 12 VAC 5-590-630) of the Commonwealth of Virginia, Department of Health (VDH), *Waterworks Regulations*.
2. To protect the ACSA potable water distribution system from the possibility of contamination or pollution by (a) preventing, eliminating, or controlling cross-connections, actual or potential, that exist within the private water supply system(s) of each customer, and (b) isolating within each customer's private water supply system(s) all such contaminants or pollutants that could potentially enter the public system by backflow.
3. To provide for a systematic program of cross-connection control and backflow prevention to safeguard the quality of the ACSA potable water distribution system.

8-03. APPLICABILITY.

With the understanding that the physical connection between the ACSA potable water distribution system and the private water supply system of each customer serves as a potential source of contamination or pollution, the provisions of this Section are applicable to every ACSA water customer.

Mandatory installation and testing of an approved backflow prevention assembly (hereinafter referred to as "assembly") on the domestic water supply are required of all customers in the billing classifications of Industrial, Institutional, Commercial/Other, and Commercial/Office. Mandatory installation and testing of an assembly on the domestic water supply may be required of a customer in the Residential classification if the ACSA has knowledge of certain activities, practices, or internal plumbing arrangements that could present a hazard to the ACSA potable water distribution system.

Mandatory installation and testing of an assembly on an irrigation system or a fire suppression system are required of all customers in all billing categories that maintain such a system(s).

8-04. ACSA ADMINISTRATION.

In accordance with 12 VAC 5-590-600.A. of the *Waterworks Regulations*, at least one ACSA employee shall be designated as responsible for the inspection of the waterworks for cross-connection control and backflow prevention. Ultimate responsibility shall be held, and certain decisions in the program shall be made, by the Executive Director. Additionally, the ACSA shall review the cross-connection control program and this written plan every five (5) years and update as necessary.

8-05. PROGRAM RESPONSIBILITIES.

An effective cross-connection control and backflow prevention program requires the cooperation of not only the ACSA and its water supply customers, but also the Rivanna Water and Sewer Authority (RWSA), the Albemarle County building officials, the certified backflow prevention assembly testers (hereinafter referred to as "tester(s)"), and the Virginia Department of Health (VDH). Each of these individuals or groups has certain responsibilities in the program; some of these are listed below and will be discussed throughout the Section.

8-06. RESPONSIBILITIES OF THE RWSA.

The RWSA is responsible for the construction, maintenance, and operation of the North Rivanna, South Rivanna, Observatory, Crozet, Red Hill, and Scottsville water treatment plants, and related appurtenances, and for the delivery of potable water from these plants to the ACSA distribution systems.

8-07. RESPONSIBILITIES OF THE ACSA.

1. The ACSA shall solely manage the cross-connection control and backflow prevention program in accordance with the Commonwealth of Virginia, Department of Health, *Waterworks Regulations*.
2. The ACSA shall have full responsibility for maintaining the quality of the water delivered to our Urban Area, Crozet, Red Hill, and Scottsville waterworks distribution systems, ending at the service connection of each customer.
3. The ACSA shall provide continuing evaluation and identification of all cross-connection and backflow hazards having the potential to impair the quality of water delivered to its customers. This shall include assessments of each residential and non-residential customer's private water supply system, and a determination of the degree of hazard, if any, to the waterworks.
4. To facilitate the assessment of each residential and non-residential customer's private water supply system, the ACSA Cross-Connection Control and Backflow Prevention Program shall maintain an accurate and up-to-date inventory of the ACSA water customers.
5. Assessments of residential and non-residential customers' private water supply systems may be accomplished through questionnaires, surveys, voluntary inspections by owners, telephone or electronic communications, discussions with testers knowledgeable of a residence or facility, or by on-site ACSA inspections and interviews.
6. The ACSA shall require the installation, maintenance, and testing of an assembly on the domestic water supply system of each customer in the following classifications of water service: Industrial, Institutional, Commercial/Other, and Commercial/Office ~~(i.e., all non-residential customers)~~.
7. The ACSA may require the installation, maintenance, and testing of an assembly on the domestic water supply system of a customer in the Residential classification if there is known to exist certain activities, practices, or internal plumbing arrangements that could present a hazard to the ACSA potable water distribution system.
8. The ACSA shall require the installation, maintenance, and testing of an assembly on any irrigation system of a customer, regardless of classification, who maintains such a system where water is supplied by the ACSA.
9. The ACSA shall require the installation, maintenance, and testing of an assembly on a fire suppression system of any customer, regardless of classification, who maintains such a system.
10. The ACSA shall have the right to request inspection of the private water supply system on the premises of a customer in the classifications listed in 8-07.6, as frequently as may be necessary to ensure the safety of the ACSA potable water system.
11. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer with a required backflow prevention device assembly on a domestic or fire suppression system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system.
12. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer with a required backflow prevention device assembly on an irrigation system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system. Entry to a residence, garage, or other building on the premises shall be necessary only if a portion of the irrigation system or the assembly is located in these structures.
13. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer if sufficient evidence exists that the safety of the ACSA potable water distribution system may be compromised.
14. In accordance with 12 VAC 5-590-550.B. of the *Waterworks Regulations*, the ACSA shall maintain all records of facility inspections, questionnaires, location of assemblies, and the testing and maintenance of each assembly for a period of at least ten (10) years.
15. The ACSA shall maintain, and make available, a list of testers Certified by the Commonwealth of Virginia.
16. The ACSA shall provide general and specific information to all water customers, especially those who have installed an assembly, or who have been asked to do so. Such consultation shall

include the requirements for certain assemblies, options the customer may have, and may require a visit to the residence or facility to provide the most thorough and accurate information.

17. The ACSA shall send reminder notices to customers possessing a backflow prevention assembly that the annual test of the assembly is due.

~~17.~~18. The ACSA shall develop and maintain an educational program for its residential and non-residential water supply customers so that they have a basic understanding of cross-connections, and the potential dangers of backflow to the potable water distribution system.

~~18.~~19. The ACSA shall strongly recommend the installation of hose bib vacuum breakers on the outside faucets of residences and commercial facilities where the device is not an integral part of the hose bib.

~~19.~~20. The ACSA may discontinue water service to its customers if the pressure in the distribution system drops below 20 psi for any reason.

~~20.~~21. Should there occur a backflow event in which contamination or pollution is known to have been introduced into the potable water distribution system, the ACSA shall take prompt corrective action to confine or eliminate the contamination or pollution and shall immediately notify the VDH.

8-08. RESPONSIBILITIES OF A WATER CUSTOMER.

1. No water supply customer shall knowingly establish a cross-connection between the ACSA potable water supply and a supplementary water supply that could potentially be a source of contamination or pollution.

2. The owner or designated agent (hereinafter referred to as "owner") of a facility provided potable water by the ACSA in the classifications of Industrial, Institutional, Commercial/Other, and Commercial/Office shall be responsible for the installation of an assembly on the domestic water supply. Installation shall occur within three (3) months of notification by the ACSA. However, if the ACSA determines that a high degree of hazard exists at the facility, installation shall occur within thirty (30) days of notification.

~~3. (30) days of notification.~~

~~4.~~3. The owner of a facility or residence provided potable water by the ACSA, and who maintains an irrigation system, regardless of classification, shall be responsible for the proper installation of an assembly. Installation shall occur with initial construction of the irrigation system, or within thirty (30) days of notification by the ACSA.

~~5.~~4. The owner of a facility or residence provided potable water by the ACSA and who maintains a fire suppression system, regardless of classification, shall be responsible for the installation of an assembly. Installation shall occur with initial construction of the fire suppression system, or within thirty (30) days of notification by the ACSA.

~~6.~~5. The owner of a facility or residence with an assembly shall maintain the assembly in good working order, and shall make no arrangements or modifications for the purpose of by-passing or defeating such an assembly.

~~7.~~6. The owner of a facility or residence with an assembly shall provide for an inspection of, and an operational test to be performed on, such assembly. Inspection and testing shall occur at least annually, and the expense shall be borne by the owner. Inspection and testing shall be performed by a tester who maintains current certification with the Commonwealth of Virginia.

~~8.~~7. The owner of a facility or residence with an assembly on an irrigation system shall be required to provide for an inspection of, and an operational test to be performed on, such assembly at system start-up in the spring, regardless of planned usage of the water.

~~9.~~8. The annual inspection and testing of an assembly associated with an irrigation system shall also include inspection and testing of the system's rain sensor, as required in Section 17-02.C of these *Rules and Regulations*.

~~10.~~9. The owner of a facility or residence with an assembly shall ultimately be responsible that all test results, inspection reports, maintenance records, and disconnection service documents be provided to the ACSA within ten (10) calendar days of the completion of such work.

~~11.~~10. The owner of a facility or residence with an assembly shall ultimately be responsible for scheduling the on-going annual inspection and testing of any such assembly.

~~12.~~11. The owner of a facility with an assembly shall notify the ACSA when the nature of the use of the property changes, so as to assess the acceptability of the existing assembly.

~~13.12.~~ Should a backflow event occur, the customer shall immediately notify the ACSA, and take steps to confine the contamination or pollution.

8-09. RESPONSIBILITIES OF A CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER.

1. A tester shall maintain certification ~~to the standards set herein to submit a backflow test report that is acceptable to the ACSA, and to remain on a list of certified testers with the Commonwealth of Virginia as described in Section 8-16.~~
2. A tester shall provide all records of inspection and testing to the ACSA within ten (10) calendar days of the completion of such work.
3. In the event of the failure of an assembly, a tester shall repair or replace the assembly in accordance with the degree of hazard associated with the facility, as described in Section 8-15.14.
4. A tester who services and tests irrigation systems, both residential and non-residential, shall perform the annual test on the assembly at system start-up in the spring. Additionally, this service shall also include inspection and testing of the system's rain sensor, as required in Section 17-02.C of these *Rules and Regulations*.
5. A tester shall tag all indoor ~~devices~~assemblies upon testing. At a minimum, the tag shall provide the name of the tester, the company and its contact information, and the date the test was performed.
6. A tester, regardless of the system serviced, is strongly encouraged to establish a schedule with customers, and to notify them in advance when the annual test is due. With this arrangement, the customer, the tester, and the ACSA shall all benefit.

8-10. CROSS-CONNECTIONS PROHIBITED.

The ACSA potable water distribution system shall be designed, installed, and maintained in such a manner as to prevent contamination or pollution, originating from non-potable liquids, solids, or gases, from being introduced into the potable water distribution system through cross-connections or any other piping connections to the system.

Cross-connections within the private water supply system of an ACSA customer, in which the ACSA potable water provided to the customer may potentially be contaminated or polluted by a connection to a supplementary water supply, or by process water, used water, or any other source of non-potable water or water of questionable quality, are strictly forbidden. Complete physical separation of the ACSA potable water from any other supply of water must be accomplished with an approved air gap, or by other appropriate means, as determined ~~solely~~ by the ACSA.

8-11. BACKFLOW PREVENTION WITHIN THE ACSA WATER SYSTEM.

The ACSA potable water distribution system shall be protected against backflow by installing and maintaining approved Reduced Pressure Zone backflow prevention assemblies (RPZs) at all locations where ~~back siphonage~~backsiphonage or backpressure within the system may occur. This includes, but is not limited to, all wells, pump stations, and maintenance facilities.

8-12. BACKFLOW PREVENTION AT CUSTOMER SERVICE CONNECTIONS (CONTAINMENT).

The ACSA potable water distribution system shall be protected against backflow at the service connections of all customers listed in Section 8-07.6-9. This includes all of the specific facilities listed in 12 VAC 5 590-610 of the *Waterworks Regulations*, plus all other industrial, institutional, and commercial facilities. It also includes residences where there is reasonable concern for a potential cross-connection or backflow hazard.

8-13. INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES.

1. Assemblies shall be installed, maintained, and tested by the owner of the facility or residence, at the owner's expense.
2. Assemblies shall be approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, or by the American Society of Sanitary Engineers.
3. Assemblies shall be installed in accordance with the manufacturer's instructions and the Uniform Statewide Plumbing Code.

4. Assemblies shall be installed so that they are accessible for inspection, testing, and repair.
5. Assemblies for containment shall be installed on the customer's premises as part of the customer's private water supply system. The location of the assembly shall be determined by the system(s) being protected. In all cases, the assembly shall be positioned upstream from any unprotected branch of the plumbing. Installation of an assembly at a location downstream from the service connection does not eliminate the customer's responsibility to protect the ACSA potable water distribution system from contamination or pollution between the service connection and the assembly.
6. Assemblies shall be protected from freezing.
7. To the best of the owner's ability, assemblies shall be protected from vandalism.
8. RPZs shall not be installed in underground vaults or pits and shall be installed so as to be protected from flooding. Further, RPZs that are installed within a building shall be provided with the means to convey the discharge of water to a suitable drain.
9. There shall be a provision for thermal expansion when an assembly is installed on a system that uses hot water.
10. For an air gap installation, the physical separation must be accomplished with an approved air gap, and all piping between the customer's supply line and the receiving vessel shall be entirely visible.
11. No customer shall modify, bypass, or remove an assembly without the notification and approval of the ACSA.

8-14. REQUIRED/ACCEPTABLE BACKFLOW PREVENTION ASSEMBLIES.

The type of assembly that is required or acceptable is based upon the existing or potential degree of hazard.

Customer Water Supply System	RPZ Required	RPZ Acceptable	DC Acceptable
Domestic, Residential (Low Hazard) ^{1,2}		X	X
Domestic, Residential (High Hazard) ^{1,2}	X		
Domestic, Non-Residential (Low Hazard)		X ³	X
Domestic, Non-Residential (High Hazard)	X		
Fire Suppression, Residential or Non-Residential	X ⁴	X	X
Irrigation, Residential or Non-Residential	X ^{5,6}		

PZ – Reduced Pressure Zone Assembly

DC – Double Check Valve Assembly

¹an assembly is needed only where certain activities, practices, or internal plumbing arrangements are known to exist.

² includes buildings four (4) or more stories in height, per 12 VAC 5-590-610.E of the VDH *Waterworks Regulations*.

³ recommended.

⁴ if the system contains any of the following: storage; booster pump; foam or other fire retardant; anti-freeze, or another chemical additive.

⁵ considered high hazard due to the potential for biological and/or chemical contamination.

⁶ a yard hydrant constructed with an approved air gap to prevent drain water from reaching the service line shall not require additional backflow protection; see Section 08-18.

8-15. MAINTENANCE AND TESTING OF BACKFLOW PREVENTION ASSEMBLIES.

1. The testing of an assembly shall be conducted only by an individual who is certified by the Commonwealth of Virginia (see Section 8-16).
2. An assembly shall be tested upon installation. For service to a new facility, this shall be prior to the delivery of water to the customer.
3. Assemblies shall be tested annually thereafter.
4. For the testing of RPZs, the pressure drop across check valve #1 shall be a minimum of 5.0 psi,

- and the pressure relief valve shall open at a minimum of 2.0 psi.
5. For the testing of DCs, both check valve #1 and check valve #2 shall close at a minimum drop of 1.0 psi.
 6. All indoor assemblies shall be tagged upon testing. At a minimum, the tag shall provide the name of the tester, the company and its contact information, and the date the test was performed.
 7. The testing of assemblies shall be documented on the test report form provided by the ACSA; the submittal of other forms may be rejected.
 8. Incomplete test reports, or reports that have not been signed, shall be rejected.
 9. In all instances, the person who signs a test report shall be responsible for the accuracy of the report.
 10. Test reports shall be submitted to the ACSA within ten (10) calendar days of testing.
 11. While test reports may be submitted by the tester, the owner of the assembly(ies) is ultimately responsible for test report delivery to the ACSA.
 12. A tester shall not modify the design, material, or operational characteristics of an assembly during maintenance or testing, and shall use only original manufacturer replacement parts.
 13. During the testing, maintenance, or replacement of an assembly on a domestic or irrigation system, a tester shall not bypass the assembly. Where a continuous water supply is critical to a customer, two (2) assemblies, each sized to handle the temporary water flow during the period of testing or repair, shall be installed in parallel.
 14. In the event of the failure of an assembly, a tester shall repair or replace the assembly in accordance with the degree of hazard. Repairs on a system considered to be a high hazard shall be completed within seven (7) calendar days, and the ACSA shall be immediately notified upon failure. Repairs on a low hazard system shall occur within thirty (30) calendar days.
 15. The assemblies on the domestic supply of high hazard facilities that have been out of operation for three (3) months or more shall be tested before water service is resumed. For all other facilities, testing shall occur with six (6) or more months of not being in operation.
 16. If water service to a facility has been terminated for non-compliance of testing requirements, the assembly shall be repaired or replaced, if necessary, and then tested, prior to the resumption of water service.
 17. Falsification of records by the owner of an assembly or by a tester is a violation of this Section. Further, falsification by a tester shall result in the refusal of the ACSA to accept reports from the tester for at least one (1) year.
 18. The ACSA reserves the right, at its own expense, to verify the test results of a tester at any time.
 19. Assemblies on irrigation systems shall be tested upon system start-up in the spring.

8-16. CERTIFICATION OF BACKFLOW PREVENTION ASSEMBLY TESTERS.

1. The ACSA shall receive reports only from testers who hold a valid Backflow Prevention Device Worker certification issued by the Commonwealth of Virginia, Department of Professional and Occupational Regulation (DPOR).
2. The tester shall submit to the ACSA a current copy of the DPOR certification.
3. The individual who performs the backflow test shall hold the certification. It is not sufficient that a certified tester signs the report for a non-certified individual who performs the test.
4. Test equipment shall be properly maintained and calibrated annually by an individual or company acceptable to the ACSA, and the calibration reports shall be submitted annually to the ACSA.
5. The ACSA shall refuse to accept reports for at least one (1) year from testers known to conduct improper testing, falsify records, or be involved in other improper or unethical behavior.

8-17. BACKFLOW PREVENTION FOR ISOLATION.

In its efforts to protect the quality of the potable water distribution system, the ACSA is primarily responsible for a policy and program that confines any potential contamination and pollution within the facility in which they may arise (containment). This approach effectively prevents contamination and pollution from entering the ACSA potable water distribution system.

The internal isolation of potential contamination and pollution within a facility is a secondary concern of the ACSA. However, since backflow prevention within a facility is an important safeguard to the health of its occupants, the ACSA strongly encourages the installation of internal backflow assemblies, and

shall track such assemblies. Records of the annual testing of internal assemblies shall be maintained in the ACSA database.

For a facility at which containment is provided with an RPZ, it shall be the ultimate responsibility of the facility owner to assess the internal plumbing and decide on backflow assemblies to provide isolation of the various water uses within the facility. The ACSA may recommend the installation of internal assemblies based upon surveys and shall consult with the owner or a representative of the facility.

It is important to note that the use of the term "facility" in this instance includes all of the individual stores of a "strip mall" that are served by a master water meter. The isolation of the activities of each business is strongly encouraged. Further, the ACSA recommends that an RPZ be installed within each unit since the nature of the business activities may change over time.

8-18. YARD HYDRANTS.

Yard hydrants that are installed on a customer's private water supply system, whether residential or non-residential, are recognized as a potential source of contamination and, as such, shall require backflow protection. Consistent with underground irrigation systems, this shall be accomplished with an RPZ. However, yard hydrants that are constructed with an approved backflow prevention device to prevent drain water from reaching the service line shall not require additional backflow protection. A yard hydrant that is part of an existing irrigation system protected by an RPZ shall not require additional backflow protection.

8-19. COMMERCIAL WATER HAULERS.

Commercial water haulers who draw from an approved ACSA water hydrant shall use vehicles with the following features:

1. The fill pipe is permanently affixed to the storage container, the vehicle, or the trailer.
2. There is a flow control valve on the fill pipe that is accessible from ground level.
3. There exists an approved air gap between the end of the fill line and the opening of the tank. The air gap between the end of the fill line and the opening of the tank shall not be less than twice the diameter of the fill line. For instance, if the diameter of the fill line is four (4) inches, the air gap must be a minimum of eight (8) inches.

Additionally, all water hauling vehicles shall be inspected annually by the ACSA before being issued a hydrant meter ~~for the year.~~ One copy of the inspection report shall be maintained by the ACSA. The original document shall be kept in the inspected vehicle and shall be available upon request by the ACSA.

8-20. ENFORCEMENT.

The following enforcement plan is designed to provide fair, consistent, and equitable action for violations of the policies of this Section.

1. Notice of Non-Compliance.

The ACSA shall issue a written Notice of Non-Compliance to a customer who is determined to be in violation of any provision of this Section. The notice shall state the specific violation(s), provide information on the required steps to be taken to comply with the provision, and include a timetable for compliance. A Notice of Non-Compliance for a particular incident shall be provided on one (1) occasion. This includes notification of the need for an assembly test. If corrective action has not been provided to the satisfaction of the ACSA within the stated time frame, a Notice of Violation shall then be issued.

Primary reasons for the issuance of a Notice of Non-Compliance include, but are not limited to the:

- a. Failure to correct, to the full satisfaction of the ACSA, a cross-connection identified on a customer water supply system.
- b. Failure to install an assembly in a proper manner by an assigned date.
- c. Removal or by-pass of an assembly without the approval of the ACSA.
- d. Failure to provide a passing test report for an assembly by the required date.

If the ACSA determines that a violation occurring on a customer's private water supply system has created or contributed to the existence of an imminent hazard, such as the discovery of an unprotected cross-connection with a supplementary water supply, a Notice of Non-Compliance shall be ~~by-passed~~bypassed, and a Notice of Violation (NOV) shall immediately be issued.

2. Notice of Violation.

The ACSA shall issue a written NOV for the failure to provide the corrective action required by a Notice of Non-Compliance. The NOV shall be delivered by certified mail, shall repeat the specific violation(s), provide information on the required steps to be taken, and list the date(s) by which all corrective action must be completed. The NOV shall also state the charge to be imposed if the violation is not satisfied. An NOV related to the failure of a customer to provide a passing test report of an assembly shall allow the customer ten (10) business days to submit such a report.

8-21. VIOLATION CHARGES.

The failure to provide corrective action required by an NOV shall result in the issuance of the following charges:

1. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to correct a cross-connection that has been identified on the customer water supply system, and which is determined to be a potential high hazard situation, shall result in a charge. See Appendix B.
2. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to correct a cross-connection that has been identified on the customer water supply system, and which is determined to be a potential low hazard, shall result in a charge. See Appendix B.
3. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to install an assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
4. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to install an ~~assembly~~ in a potential low hazard situation, shall result in a charge. See Appendix B.
5. The failure of a customer to respond satisfactorily to an NOV, when the issue is the removal or ~~by-pass~~bypass of a required assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
6. The failure of a customer to respond satisfactorily to an NOV, when the issue is the removal or ~~by-pass~~bypass of a required assembly in a potential low hazard situation, shall result in a charge. See Appendix B.
7. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to provide a passing test report for an assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
8. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to provide a passing test report for an assembly in a potential low hazard situation, shall result in a charge. See Appendix B.

8-22. WATER TERMINATION.

The ACSA shall terminate water service to a residence or facility for the failure of a customer to pay a charge incurred relative to a Notice of Violation, or for failure to correct the violation. New water service shall continue to be denied to a customer in this situation. Water termination shall relate to the system involved in the violation in the following manner:

System Protected by Backflow Device	Water Service Termination
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Domestic Fire Suppression Irrigation – Auxiliary Meter Irrigation – Exclusion Meter ¹	Domestic Supply Domestic Supply Irrigation Supply Domestic Supply
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¹ although the ACSA has established a program to convert or abandon all irrigation exclusion meters they are referenced here for those customers who have refused to allow the ACSA to convert their irrigation exclusion meter to an auxiliary meter or abandon it altogether.

Normal ACSA re-connection charges shall apply for a customer to resume water service. The Executive Director reserves the right to terminate water service to a customer at any time in the process described in Sections 8-20 and 8-21 if the potential risk to the ACSA potable water supply warrants such action.

8-23. APPEAL PROCESS.

A customer shall have the right to appeal a violation charge listed in Section 8-21 according to the following procedure:

1. A written intent to appeal shall be delivered to the office of the Executive Director no later than five (5) business days following receipt of the charge levied.
2. The failure to file an intent to appeal within such time limit shall be deemed a waiver of the right to appeal.
3. Upon receipt of the appeal, the Executive Director shall render a decision within fifteen (15) calendar days.
4. The possible termination of water service shall be postponed until a decision is rendered.
5. The decision shall be sent by certified mail to the appellant.

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SECTION 9 - USE OF SANITARY SEWERS ~~[Amended 3/21/91]~~**9-01. RWSA REGULATIONS INCORPORATED BY REFERENCE.**

The *Sewerage User Regulations* of Rivanna Water and Sewer Authority are incorporated herein as Appendix A. These regulations set forth uniform requirements for direct and indirect discharges into the wastewater collection and treatment systems of the Albemarle County Service Authority and Rivanna Water and Sewer Authority.

SECTION 10 – METERS ~~[Revised 11/17/11]~~

10-01. GENERAL.

All water consumption except fire protection shall be metered. Meters will be supplied, installed, and maintained by the Authority. All installations will conform to the relevant sections of the *General Water and Sewer Construction Specifications*. Installed meters remain the property of the Authority and shall not be turned on or off, removed, replaced, adjusted, or tampered with in any way by the customer. The Authority may seek legal remedies for any action that interferes with the proper operation and/or registration of its meters.

As a general policy the Authority requires that each commercial establishment and residential unit have an individual meter. The Authority reserves the right in particular cases where the efficient operation and maintenance of the water system is furthered, and the safety of the water system is not threatened, to allow an individual meter to serve a single building with multiple units. Buildings configured as mixed use with multiple commercial and residential units, which might otherwise be allowed to be served with a single meter, shall require a separate meter for both the commercial and residential units.

10-02. SIZING OF METERS.

The Authority will select the size of the water meter to be installed for all premises, based on flow data furnished by the applicant. The normal size for single-family residences shall be ~~five-eighths (5/8)~~ three quarter (3/4) inches.

If a customer applies for a building permit and is adding or modifying plumbing fixtures then the Authority will evaluate the size of the water meter to determine if it is adequate, based on the current sizing procedures. If a larger meter is needed, the customer will be required to increase the size of the meter and is responsible for paying the applicable Connection Charges.

10-03. METER TESTING CHARGE. ~~[Revised 7/1/15]~~

Any customer shall have the right to demand that the meter through which water is being furnished be examined and tested by the Authority for the purpose of ascertaining whether or not it is correctly registering the amount of water being delivered through it. When a customer desires to have a meter examined and tested, such customer shall make application in writing to the Authority and shall deposit with such application the appropriate amount for the various meter sizes ~~[Revised 9/18/14]:~~. See Appendix B.

If, on such examination and test, the meter shall be found to register three percent more water than actually passed through it, the meter shall be corrected and the fee charged in the application for a test shall be refunded to the applicant, and the water bill correspondingly corrected. ~~[Revised 2/1/05]~~

10-04. ACCESS TO METERS REQUIRED.

- A. All water meters as part of the Authority's water system shall be readily accessible and visible in order to facilitate meter reading, repair and maintenance including water meters located on private property. It shall be the duty of the owner of the property and also the duty of the occupant to maintain the meter so that it is accessible and visible.
- B. Whenever a water meter is not readily accessible and visible for the purposes of reading the meter or repairing or maintaining the same, the Authority shall notify the property owner and the occupant that the meter is not accessible and/or visible. Such notice shall be in writing, addressed to the owner at the address shown on the account and to the occupant at the address where the meter is located. The notice shall indicate the reasons the meter is not accessible and/or visible and shall direct that all obstructions be removed within fifteen (15) calendar days from the date of notice. If the obstructions are not removed within the fifteen (15) calendar day period, the Authority may take such action as is needed to remove the obstruction. If the Authority acts to remove the obstruction, an itemized statement of all expenses incurred, including labor costs of the Authority employees in removal of the obstruction, shall be prepared and mailed to the owner and occupant as provided herein and shall be thereafter included as part of the monthly bill. Such statement shall include a notification that failure to pay the statement amount within thirty (30) days from the date of notice will result in water service being disconnected. Disconnection of water service shall be done in accordance with Section 13-03. Delinquent Cut Off/On Fee.

- C. Appeals. -The Authority's Executive Director shall consider any application of any person aggrieved by a decision that a water meter is inaccessible and/or not visible for the purposes of reading, repairing or maintaining the same. Such appeal must be filed in the office of the Executive Director within fifteen (15) days of the date of the notice from the Authority that the water meter is inaccessible or not visible.

The Executive Director shall then consider the appeal and the decision shall be final. If the decision of the Executive Director is that the meter is not readily accessible and/or visible, any obstruction shall be removed within such time as the Executive Director shall designate, which shall not be less than fifteen (15) days. Notice of the decision to comply with such decision shall be sent to the owner and occupant as provided herein. If the obstruction is not removed within the time specified, the Authority may act to remove the same and shall then follow the procedures as provided with respect to notification and discontinuance of water services.

10-05. WASTEWATER METERING STATIONS.

All wastewater metering stations shall be installed and maintained at the expense of the customer and subject to the approval and periodic inspection of the Authority.

10-06. WASTEWATER METERING – SEWER ONLY ACCOUNTS

Any customer that is connected only to the Authority's wastewater system will be metered at its private water source. These meters and metering components shall be installed at an Authority approved location and maintained at the expense of the customer and subject to the approval and periodic inspection of the Authority. The meter must meet all required specifications as determined by the Authority. Should Authority specifications change, the meter and/or related components must be updated at the expense of the customer.

SECTION 11 - DEPOSITS

11-01. GENERAL.

1. The Authority may require the applicant or customer to deposit with it initially and from time to time, as a guarantee of payment for service used, such amount of cash as in the Authority's judgment will secure it from loss. Failure to pay such deposits when due may result in termination of service. ~~[Amended 6/30/87]~~
2. The Authority will require the tenant/customer to deposit with it initially and from time to time, as a guarantee of payment for service used, such amount of cash as in the Authority's judgment will secure it from loss. Failure to pay such deposits when due may result in delay or termination of service. ~~[Added 06/21/12]~~
3. The Authority reserves the right to return any deposit to any customer, either by check or by applying the deposit (plus interest earned, if any) to the customer's account, after satisfactory credit is established. The Authority shall, however, be under no obligation to return any deposit to any customer so long as service is being supplied or thereafter until the Authority has had a reasonable time to read and/or remove meters and to ascertain that the obligations of the customer have been fully performed. ~~[Amended 6/21/84]~~

11-02. INTEREST ON DEPOSITS.

Interest will be paid for each full month a deposit is held by the Authority from January 1, 1982, or the month of receipt, whichever is later; except that no interest will be paid on any deposit held for less than three months. The rate of interest to be paid will be set by the Board of Directors. ~~[Amended 5/16/02]~~

11-03. DEPOSIT FOR TERMINATED SERVICE.

When service has been terminated for non-payment more than once within any twelve-month period, a deposit equal to the two highest consecutive months' bills within the past twelve months, rounded to the next highest five-dollar unit, may be required, if not already on deposit with the Authority, before reconnection of service. ~~[Amended 11/21/85, 6/30/87]~~

11-04. AMOUNT OF NORMAL DEPOSITS.

Should the Authority determine the need for deposit prior to establishing service, the normal deposit for residential and non-residential customers will be an amount equal to the two highest consecutive months' water and sewer usage at that service address within the past twelve months, rounded to the next highest five-dollar unit.

11-05. DEPOSITS FOR TEMPORARY METERS. ~~[Revised 7/1/15]~~

Deposits for temporary meters are based upon meter size. ~~[Added 2/20/86]~~ See Appendix B.

11-06. DEPOSITS FOR FIRE HYDRANT METERS. ~~[Revised 7/1/15]~~

Deposits for fire hydrant meters are based upon meter size. ~~[Added 7/1/00, Revised 9/18/14]~~ See Appendix B.

SECTION 12 - RATES AND FEES ~~[Revised 6/18/09, Revised 07/01/09, Revised 09/01/09, Revised 02/18/10, Revised 07/01/11, Revised 10/18/12, Revised 7/1/15, Revised 11/21/19, Revised 08/20/20]~~ See Appendix B for current Rates and Fees.

12-01. GENERAL.

All fees are payable prior to connection to any facility owned or used by the Authority. Rates and fees are fixed to provide funds sufficient at all times for the following purposes:

- A. To pay the cost of maintaining, repairing, and operating the systems on account of which revenue bonds are issued, including reserves for such purposes, and for replacement, depreciation and necessary extensions.
- B. To pay the principal of and the interest on the revenue bonds as they shall become due and to accumulate reserves therefore.
- C. To provide a margin of safety for making the payments above.

12-02. WATER AND SEWER RATES.

Rates for water and sewer service shall be established by the Board pursuant to the procedures specified in the Act. Normally, rates will not be changed more often than annually. The rates established will apply to all customers of the system (See Appendix B). Exceptions to these rates are as follows:

- A. No charge will be assessed for water used for public fire protection.
- B. Upon presentation of evidence that a customer's primary water service line leak has been promptly repaired, the water charge will be adjusted to the Residential Level 1 water rate for all water above the customer's normal consumption and no sewer charge will be made for the estimated amount of water not passing into the sanitary sewer system. Presentation of evidence must be submitted within 12 months of repair for adjustment consideration. Customers requesting to Opt-Out from the AMI system are not eligible for leak relief consideration.
- C. Upon presentation of evidence that a leak to a customer's irrigation system and/or interior plumbing system has been immediately repaired (generally, within one to two billing cycles), the water and sewer charges will be adjusted to 50% of the current, billed rates for all usage above the customer's normal consumption for that period of time. Consideration of adjustment is limited to one per **account** every three years. Presentation of evidence must be submitted within 12 months of repair for adjustment consideration. Customers requesting to Opt-Out from the AMI system are not eligible for leak relief consideration.
- D. Any meter dedicated to the service of the irrigation system, whether "auxiliary" or "primary", shall be billed as a "water only account" and shall not be subject to the sewer rates provided there is no physical connection to the public sewer system. ~~[Added 01/01/06]~~

12-03. MONTHLY SERVICE CHARGE. ~~[Added 01/01/06]~~

The purpose of this charge is to defray in part the cost of maintaining and replacing the water meter as well as administrative and billing each month. All dedicated irrigation meters shall be subject to the monthly service charge, even for months during which the irrigation system is not operational or during a water emergency. See Appendix B.

12-04. CONNECTION ~~FEE~~—CHARGES

All new water and/or sewer ~~services connected~~connections shall pay all applicable Connection Charges before the connection(s) is made. Payment of Connection Charges for new connections will be accepted only after the issuance of a building permit.

When the size of an existing water meter increases, the customer shall pay the Water Installation Charge for the new meter and pay the difference in the applicable System Development Charges, RWSA Capacity Charges, and North Fork Regional Pump Station (NFRPS) Special Rate District Charges between the new meter size and the current meter size.

If a customer applies for a building permit and the number of ERCs served by the existing meter is increasing, the customer shall pay the applicable System Development Charges, RWSA Capacity Charges, and North Fork Regional Pump Station (NFRPS) Special Rate District Charges for the additional ERCs.

A. INSTALLATION CHARGES.

All new water connections to Authority facilities shall pay a ~~connection-fee~~ wastewater installation charge, the purpose of which is, in part, to defray the cost of meter installation, including necessary materials and labor. ~~See Appendix B. When ACSA taps the sewerline and/or installs a portion of the sewer lateral as part of a new sewer connection then the wastewater installation charge shall also be paid. See Appendix B.~~

12-05 B. SYSTEM DEVELOPMENT FEECHARGES.

All new water and sewer ~~services~~connections shall pay a ~~system development fee~~charges, the purpose of which is to defray, in part, the cost to Albemarle County Service Authority of providing major transmission and distribution mains, collection lines, pumping stations and storage facilities which are necessary to provide service to new customers. ~~[Revised 6/29/89] This charge shall be assessed on the basis of equivalent residential connections (ERC).~~ See Appendix B.

12-06 C. RWSA CAPACITY CHARGECHARGES.

All new water and sewer connections to the Authority systems shall be assessed a ~~RWSA capacity charge~~charges to defray, in part, the cost of providing capacity for a new customer in the Rivanna Water and Sewer Authority system. This charge shall be assessed on the basis of equivalent residential connections (ERC). ~~[Added 6/29/89, Revised 5/1/05]~~ See Appendix B.

D. NFRPS SPECIAL RATE DISTRICT CHARGES.

All new sewer connections to the ACSA's wastewater system in the designated North Fork Regional Pump Station (NFRPS) Special Rate District shall be assessed a charge to defray, in part, the cost to the ACSA of providing gravity sewers, pump stations and force mains which are necessary to provide service to new customers within the NFRPS Special Rate District. Refer to Appendix C for a list of Tax Map Parcels within the North Fork Regional Pump Station Special Rate District and the North Fork Regional Pump Station Special Rate District Map. This charge shall be assessed on the basis of equivalent residential connections (ERC). See Appendix B.

12-0705. CONNECTION FEESCHARGES FOR IRRIGATION METERS. [Added 01/01/06]

All irrigation systems installed after January 1, 2006 shall be served by a dedicated service ~~connection and meter.~~

A. Auxiliary Meters.

~~Dedicated~~An Auxiliary Meter is a dedicated irrigation ~~meters will~~meter that is associated with a primary meter on the same property. It must be located immediately adjacent to the primary meter to be deemed "an auxiliary ~~meters.~~"meter. The ~~actual cost of installation shall be charged provided that the property's non-irrigation water needs are served by a "primary meter."~~ See Connection Charges for an Auxiliary Meter is the Installation Charge listed in Appendix B.

B. Primary Meters.

~~Dedicated irrigation meters will be deemed "primary meters" and subject to all applicable connection fees if the property has no non-irrigation water needs. See Appendix B.~~

An irrigation meter that is not an Auxiliary Meter is considered a Primary Meter. The Connection Charges for an Irrigation Meter that is a Primary Meter is the Installation Charge listed in Appendix B and the System Development Charge and RWSA Capacity Charge for the applicable meter size.

12-0806. TAPPING FEE.

Where the Authority provides water main taps to accommodate line extensions, fire sprinkler systems and similar uses, a tapping fee will be assessed to the customer. ~~[Amended 6/18/98, Amended 07/01/11]~~ See Appendix B.

All water mains shall be uncovered and cleaned by the customer, who shall install tapping sleeves and valves. The excavation shall be prepared in accordance with all applicable safety regulations. Return trip charges resulting from the customer failing to properly prepare the trench and pipe for the tapping/inserting

operation will be billed to the customer. These additional costs shall include labor, equipment, and overhead costs.

12-0907. COST RECOVERY FOR TREATMENT OF INDUSTRIAL WASTES.

A surcharge for the higher cost of treating wastes with BOD and/or suspended solids concentrations greater than 240 parts per million shall be charged per the *Sewerage User Regulations* incorporated as Appendix A [Added 3/21/91].

~~12-10. NFRPS SPECIAL RATE DISTRICT FEE.~~

~~All new sewer connections to the ACSA's wastewater system in the designated North Fork Regional Pump Station (NFRPS) Special Rate District shall be assessed a charge to defray, in part, the cost to the ACSA of providing gravity sewers, pump stations and force mains which are necessary to provide service to new customers within the NFRPS Special Rate District. [Added 02/18/10] See Appendix B.~~

SECTION 13 - MISCELLANEOUS SERVICE CHARGES [Amended 03/19/87, 07/01/93, 07/01/01, 07/01/02, 02/01/05, 07/01/11, 08/18/11, 08/21/14, 01/20/22; Revised 03/15/84, 06/20/85, 03/19/87, 02/17/94, 02/01/05, 07/01/15]

13-01. GENERAL.

In addition to the rates and fees identified in Section 12 above, the following service charges will be assessed. Non-payment of any charge may result in suspension or termination of service.

13-02. ACCOUNT CHARGE.

A charge to defray bookkeeping and clerical costs will be added to the first water and/or sewer bill for new and transferred accounts. See Appendix B.

13-03. DELINQUENT CUT OFF/ON FEE.

Should any customer not pay a bill for fees and charges for water and/or sewer service provided by the Authority by the date specified in Section 14-03.2, that customer shall be deemed in default, and the Authority shall cause the water to be shut off from any or all premises then being supplied with water for that customer. The water shall not be turned on again at any such premises for that customer until all arrearages and charges of such customer are paid. See Appendix B.

13-04. RECONNECTION FEE.

1. All owners, or their authorized agents, after confirming that their premises have been vacated, shall promptly notify the Authority in writing to cut off the supply of water there from; and upon such notification in writing from the owner, agent or tenant, the Authority shall cut off the water from such premises, and at the same time record the reading of the meter. The service may be kept intact by written application of the owner to the Authority agreeing, during vacancy, to pay the service charges.
2. In case of disconnection of service, reconnection fees shall be made and collected when application is made to restore service: See Appendix B.

13-05. SPECIAL SERVICE FEE.

The customer may be charged a fee if they require any of the following: a) a meter to be turned off due to an emergency (leak on customer side), b) a return trip, after the initial attempt, to turn a meter on, c) a return trip, after the initial attempt, to install a meter, d) a trip to inspect a meter box or setter for proper specifications or, e) any service request where the issue is on the customer side of the meter. See Appendix B.

13-06. METER SIZE CHANGE FEE.

~~1. All water meters shall if the plumbing fixtures that are served by a meter decrease to where a smaller meter would be of such size and type acceptable, as may be determined by the Authority, and any person applying for a meter of a size in excess of that designated shall pay the difference in water service connection, system development and Buck Mountain surcharge costs between such excess size and a customer can request that the Authority install the size designated.~~

~~2. Any person requesting a change in meter from a larger to a smaller size shall smaller meter and they will be charged the actual cost of that work by the Authority.~~

13-07. EXCEPTIONAL PAYMENT PROCESSING FEE.

1. A charge, payable by cash only, will be assessed for any check or electronic transfer in payment of an Authority bill which is returned for insufficient funds, an invalid account number, stopped/frozen/hold/"refer to maker" payment or drawn on a closed account. If such payment was presented in order to avoid termination of service for non-payment, or to have services restored after such termination, services will be terminated and this charge, as well as any others due, must be paid in cash before service will be restored. See Appendix B.
2. A charge will be assessed for the processing of payments in forms not commonly accepted by the Authority. (Commonly accepted forms of payment include cash, check, money order, or other Authority-sponsored forms of electronic payment.) [Added 08/18/11] See Appendix B.

13-08. TESTING FEE.

~~The actual cost incurred for testing water lines to determine the efficacy of disinfection will be charged to the Contractor.~~

13-09. DELINQUENT PAYMENT PENALTY AND INTEREST.

1. Any regular water and/or sewer service bill not paid in full by the due date for that account will be charged a delinquent penalty on the outstanding balance. ~~[Added 7/1/01]~~ See Appendix B.
2. Any regular water and/or sewer service bill not paid in full by the due date for that account will also be assessed a late payment charge on the outstanding balance. ~~[Added 6/30/87]~~ See Appendix B.

13-1009. METER RE-READ FEE.

Any customer requesting a meter to be reread ~~after July 1, 1989~~, will be assessed a charge unless the previous reading of the meter is determined by the Authority to have been incorrect. ~~[Added 6/29/89]~~ See Appendix B.

13-1410. PLAN REVIEW AND INSPECTION FEE.

To defray, in part, the cost of ~~review of reviewing~~ plans ~~for and inspecting the construction of~~ new water and/or ~~wastewater~~sanitary sewer facilities to be dedicated to the Albemarle County Service Authority ~~including review of as-built plans. Charges will be assessed at an hourly rate, and will be billed upon completion of plan review. Final approval of plans will be contingent upon receipt of payment of these fees. As-built plan review time will be billed at an hourly rate for Engineer review, and at an hourly rate for Inspector review. See Appendix B.~~

13-12. INSPECTION FEE.

~~To defray, in part, the cost of inspecting the construction of water and/or wastewater facilities to be dedicated to the Albemarle County Service Authority. Fees are payable must be paid prior to start of construction for all projects for which plans were submitted and approved after July 1, 1989. a project. See Appendix B for fees.~~

13-1311. FAILURE TO REPORT FIRE HYDRANT METER READING.

Every permitted user of a fire hydrant meter failing to report the meter reading by the date specified in the permit issued for the meter shall be assessed a charge. ~~[Added 2/1/05]~~ See Appendix B.

13-1412. IRRIGATION SYSTEM APPLICATION PROCESSING FEES.

~~1.~~ Fees shall be charged to defray the cost of irrigation system plan review and meter sizing and cost estimate preparation when applicable. See Appendix B.

13-1513. METER TAMPERING FEE.

Any person who either tampers with the meter assigned to the property or who installs any type of device at the connection other than the assigned meter will be subject to an unauthorized use charge. This shall also include unauthorized hydrant connection where the use of an assigned hydrant meter has been bypassed. or failure to comply with any condition of the Hydrant Meter Agreement that results in the confiscation of an assigned hydrant meter. ~~[Added 7/1/15]~~ See Appendix B.

SECTION 14 - BILLING

14-01. GENERAL.

Rates and charges not specifically included in Section 13 above will be incorporated, after adoption by the Board in accordance with the requirements of the *Act*, in a *Water and Sewer Rate Schedule*, copies of which are available upon request from the Authority. That schedule shall be the basis for all charges not specifically stated in these *Rules and Regulations* or the *General Water and Sewer Construction Specifications*.

14-02. BILLING FREQUENCY AND DUE DATES.

Water and sewer bills will normally be rendered monthly and are due at that time. Any bill not paid and/or received at the Authority's offices by the due date noted on the bill will be considered past due. [Amended 08/18/11]

14-03. NOTICES FOR DELINQUENT BILLS.

1. Any bill not paid by the "due date" listed on the bill will be considered delinquent and a notice requesting payment will be mailed to the customer. This notice will indicate a date after which the delinquent account will be subject to disconnection. [Amended 08/18/11]

2. The Authority may choose to give further notice; if it does so, any account for which the delinquent amount has not been received at the Authority's offices by the date and time indicated on such further notice will be assessed a reconnection charge as specified in Section 13-04 of Appendix B, whether or not the account has been physically disconnected.

14-04. PARTIAL-PERIOD BILLS.

An initial or final bill for less than a full billing period will have the service charge prorated as follows: for one to ten days, one-third (1/3) of the monthly service charge; for eleven to twenty days, two-thirds (2/3) of the monthly service charge. No proration shall be made for longer periods.

14-05. TRANSFER OF CHARGES.

Any charges outstanding on a terminated service may be transferred to any other Authority account in the customer's name and, if unpaid within the time specified in Section 14-03 above, may subject the latter account to disconnection.

14-06. MISCELLANEOUS BILLS.

Any bills other than regular water and/or sewer bills issued by the Authority are due upon presentation and shall be considered delinquent, and subject to the penalty and interest charges specified in Section 13-09 of Appendix B, if not paid within forty-five (45) days of the billing date. [Amended 7/01/01]

14-07. FINAL BILLS. [Revised 7/1/15]

Any customer requesting that an account be removed from their name must provide the Authority with a service termination date and a forwarding address. A final bill will be prepared from this information. Any deposit, plus earned interest, held by the Authority will be applied to such final bill, and the remaining balance due billed or the unapplied portion of the deposit refunded.

SECTION 15 - MANDATORY CONNECTION POLICY

15-01. GENERAL. ~~[Revised 7/1/15]~~

The owner of any mobile home or building to be installed or constructed for residential, commercial or industrial use upon a lot or parcel of land lying within a jurisdictional area of the Authority and which abuts upon a street or other public way containing a potable water main or sanitary sewer main operated by the Authority or Rivanna Water and Sewer Authority shall connect such building to such potable water main and/or sanitary sewer main in accordance with these Rules and Regulations.

15-02. EXCEPTIONS.

This requirement may be waived by the Executive Director of the Authority if one or more of the following conditions exist: ~~[Adopted 5/18/95; Effective 01/03/96; Amended 10/18/01]~~

- A. The building or the mobile home replaces a building or mobile home destroyed by fire or natural disaster.
- B. The capacity of the public water and/or sewer system is inadequate to serve the building or mobile home.
- C. The cost of connecting the mobile home or building to the public water and/or sewer system —exclusive of connection ~~fees~~charges exceeds the cost of installing on-site well and/or septic systems.

SECTION 16 – EMERGENCY WATER RESTRICTIONS [~~Amended 01/20/22; Revised 07/19/07, 09/18/07, 02/19/09, 08/19/10, 08/16/18~~]

16-01. GENERAL.

The ACSA shall in drought or water emergency conditions initiate certain actions to restrict the use of water in any or all of its service areas.

16-02. DROUGHT/WATER EMERGENCY CONDITIONS.

A. Drought/Water Emergency Watch Stage

Whenever the Rivanna Water and Sewer Authority (RWSA) determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, the RWSA shall declare a Drought Watch. During a Drought Watch, the ACSA shall request that each customer initiate voluntary water restrictions and encourage that the watering of outside shrubbery, trees, lawns, grass, plants, home vegetable gardens, or any other vegetation be conducted only between the hours of 9:00 p.m. and 10:00 a.m., and only as necessary to preserve plant life.

B. Drought/Water Emergency Warning Stage

Whenever the Board of Directors determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, and where restrictions on water use are necessary to preserve an available supply of water, the Board of Directors shall request a declaration of emergency by the Board of Supervisors. Upon the declaration of emergency by the Board of Supervisors, the Board of Directors shall declare a Drought/Water Emergency Warning and the following restrictions will apply:

1. The washing of automobiles, trucks, trailers or any other type of mobile equipment shall only be performed in a licensed certified vehicle wash facility, or by a licensed commercial mobile-washing company with written approval from the ACSA.
2. The washing of sidewalks, streets, driveways, parking lots, service station aprons, or other outdoor surfaces shall be prohibited, except where mandated by federal, state or local law. The washing of exterior buildings shall be prohibited, except when performed by a licensed commercial power-washing company with written approval from the ACSA.
3. a. The watering of outside established trees, plants, shrubs, and home gardens shall only be conducted manually between the hours of 9:00 p.m. and 10:00 a.m., using a non-leaking hose with an automatic shut-off nozzle, and only as necessary to preserve plant life. The use of outside, automatic irrigation systems, including in-ground systems, hoses, and oscillating sprinklers, shall be prohibited for all established lawns, trees, plants, shrubs, and home gardens. This limitation shall not apply to athletic fields and courts which may be watered only between the hours of 9:00 p.m. and 10:00 a.m., and only as necessary to preserve plant life.
- b. Newly seeded lawns and plantings shall be installed by a licensed contractor and shall have a 45-day establishment period from the date of installation. Sodded lawns shall be installed by a licensed contractor, shall have a 20-day establishment period and shall use no more than ½ inch of water over the sodded area daily. Irrigation of newly installed plantings, and seeded and sodded lawns shall be conducted only between the hours of 9:00 p.m. and 10:00 a.m. Prior to installing the new plantings and lawns by a licensed contractor, the customer shall provide the following to the ACSA:
 1. A written estimate of the amount of water to be used during the establishment period.
 2. A dated receipt from the licensed contractor noting the anticipated date of installation.
 3. The irrigation method to be used.

Upon receipt of the above stated items, the ACSA shall issue a written notification of approval. Failure to provide required information or initiating installation prior to receipt of written approval shall be deemed a violation.

- c. Testing and servicing of outside, automatic irrigation systems may be completed during a Drought Warning, only if the contract to install the system is dated prior to the declaration of the Drought Watch, and a copy is provided to the ACSA.
- d. The use of water through an irrigation exclusion meter shall be prohibited. (Although the ACSA has established a program to convert or abandon all irrigation exclusion meters they are referenced here for those customers who have refused to allow the ACSA to convert their irrigation exclusion meter to an auxiliary meter or abandon it altogether.)
- 4. The operation of any ornamental fountain or other structure with a similar use of water shall be prohibited.
- 5. The filling and topping of swimming or wading pools requiring more than five (5) gallons of water, shall require written approval from the ACSA. Approval shall only be considered for those swimming or wading pools contracted to be installed prior to the declaration of the Drought Watch. A copy of the contract shall be provided to the ACSA.
- 6. The serving of drinking water in restaurants shall be prohibited, except upon the customer's request.
- 7. The use of water from fire hydrants for any purposes other than fire suppression shall be prohibited, unless otherwise specifically approved by the Executive Director.
- 8. The operation of any water-cooled comfort air-conditioning, which does not have water-conserving equipment in operation.
- 9. All commercial lodging establishments shall adopt a policy which limits the daily changing of washable linens and towels, and communicate that policy to their employees and guests.

C. Drought/Water Emergency Stage

Whenever the Board of Directors determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, the Board of Supervisors has declared an emergency, and where more restrictions than previously enacted on water use are necessary to preserve an available supply of water, the Board of Directors shall declare a Drought/Water Emergency and the following additional restrictions will apply:

- 1. All water leaks on customers' piping shall be repaired within three (3) business days after notification by the ACSA.
- 2. All outdoor watering is prohibited.
- 3. All businesses, institutions and governmental entities shall develop and implement a written plan that will reduce the ~~business's~~ business' or entity's current use of water by twenty percent (20%). Usage shall be based on the customer's average monthly use for the twelve (12) month period prior to declaration of the Drought/Water Emergency Stage. The Executive Director shall establish a monthly usage benchmark for all businesses without a twelve (12) month billing history. This plan shall be submitted to ACSA within fourteen (14) calendar days of notification of the Drought/Water Emergency Stage.
- 4. All businesses, institutions and governmental entities shall prominently display, at their entrance and in each restroom and shower, signs indicating the current water emergency.
- 5. Emergency water rates designed to drive down water use shall be enacted. [See Appendix B for rates in effect.]
- 6. All exemptions previously granted under Drought/Water Emergency Warning Stage restrictions are cancelled. Customers previously granted exemptions may reapply for exemption.
- 7. In order to preserve water supply availability for all customers, Drought/Water Emergency Warning Stage and Drought/Water Emergency Stage restrictions shall also apply to customers served by the Scottsville and Crozet water systems.

16-03. OTHER ACTIONS.

Should water restrictions taken pursuant to Section 16.02 prove inadequate to preserve sufficient supplies of water for the citizens of the County, the ACSA may also restrict or discontinue the supply of water to any industrial or commercial activity which uses water beyond sanitary and drinking needs of its employees and invitees, and declare a moratorium on new water connections to buildings issued a building permit after the date of declaration of emergency, and restrict water use to basic human needs only.

16-04. SUDDEN CATASTROPHIC EVENTS.

The Executive Director or Board of Directors shall declare an emergency and seek similar declaration from Board of Supervisors restricting water use as deemed appropriate for the severity of the event.

16-05. COMPLIANCE.

The Executive Director shall be authorized to issue orders to effect compliance with the emergency water restrictions. The ACSA may, upon written application, permit an exemption for less than full compliance with any order of the Executive Director issued pursuant to the emergency water restrictions when, in its judgment, full compliance or compliance to any extent would create an unjust hardship.

16-06. PENALTIES.

The ACSA may impose a penalty charge on any person violating any provision of this section. For the first offense, violators shall be assessed a penalty charge. For the second and subsequent offenses, violators shall be assessed a second penalty charge. The penalty charge shall be imposed on the violator's next water bill. In addition to the penalty charge, the ACSA may terminate water service to any violator for the duration of the emergency. See Appendix B, Section 16.06.

16-07. APPEALS.

A. Any person subject to a penalty charge or a water termination order from the Executive Director issued pursuant to these rules, may appeal the charge or termination order to the ACSA. The appeal shall be in writing and filed with the Executive Director of the ACSA.

1. *Appeals Board Composition.* Any person aggrieved by an order of the Executive Director shall have the right of appeal to the Appeals Board appointed by the Board of Directors. The Appeals Board shall consist of any two members of the Board of Directors and one citizen appointed by the Board of Directors.
2. *Notice of Appeal.* Notice of the appeal shall be in writing and filed in the office of the Executive Director within five (5) days after the date of the order of the Executive Director.
3. *Hearing.* The appeal shall be heard by the Appeals Board within 30 days of receipt of the written appeal and a decision rendered within 10 days of the hearing.
4. *Decision.* Every decision of the Appeals Board under this ordinance shall be final, subject to such remedy as any aggrieved party might have at law or in equity.
5. The Executive Director shall be authorized to issue temporary waivers or exemptions within the provisions of the emergency water restrictions for such periods of time as may be necessary for the Appeals Board to formally consider such or for the Appeals Board to take appropriate action.
6. Persons who have been assessed a penalty charge shall have the right to challenge the assessed charge by providing a written notice to the Executive Director within ten (10) days of the date of the assessment of the penalty charge. The Executive Director or designee shall determine whether the penalty charge was properly assessed and notify the complaining person in writing of the determination. Any person aggrieved by the decision of the Executive Director may appeal that decision to the Appeals Board by filing an appeal in writing within five (5) days of notice of the Executive Director's decision. The Executive Director or designee, or upon appeal, the Appeals Board, may waive the penalty charge if it is determined that the violation occurred due to no fault of the person.

16-08. NOTICE AND DURATION OF RESTRICTIONS.

The above restrictions shall become effective upon their being printed in any newspaper of general circulation in the County of Albemarle, or broadcast upon any radio or television station serving the County of Albemarle. Drought Watch Stage, Drought Warning Stage and Drought Emergency Stage restrictions shall remain in full force and effect until the Board of Directors determines that a water emergency in Albemarle County no longer exists.

16-09. EXEMPTIONS.

The ACSA, through its Executive Director, may upon a person's written application, permit a full or partial exemption from the water restrictions in Section 16 Emergency Water Restrictions, when complete compliance with the restrictions would create an unjust hardship.

SECTION 17 – IRRIGATION SYSTEMS ~~[Amended 01/20/22; Revised 2/01/05, 01/01/06]~~

17-01. GENERAL.

The ACSA recognizes that the installation of a well-designed and maintained underground irrigation system can minimize the quantity of water applied to landscapes by delivering water to where it is needed, and on a schedule when water is least likely to be lost to evaporation, coinciding with non-peak usage hours.

To ensure safety and efficiency, irrigation systems shall have an operational backflow prevention assembly and rain sensor (per Section 8 - Cross-Connection Control and Backflow Prevention and Section 17-02. Rain Sensors).

All irrigation systems shall be provided water by means of a dedicated ~~service~~-connection, ~~service, and meter~~. The ACSA shall make all connections to its water mains and shall specify the location, kind, and quality of all materials ~~at~~of the ~~service~~-connection ~~and service~~ (per Section 7 - Application for Services and Section 10 – Meters).

A. Irrigation Exclusion Meters

Some irrigation systems are served by privately owned exclusion meters connected to the private water service line downstream of the ACSA meter. These meters measure the volume of water used by the irrigation system to exclude that amount from the calculation of the wastewater volume charge assessed the customer. The ACSA has established a program to convert all existing irrigation exclusion meters to an auxiliary meter or abandon them for customers who no longer want to maintain their irrigation system. The ACSA shall absorb all costs associated with this program. Customers who refuse to allow the conversion or abandonment of their irrigation exclusion meters shall be notified in writing that after 30 days from the date of notification the ACSA shall no longer reduce the wastewater volume charge on their monthly bill.

B. Water Emergencies

Meters serving irrigation systems are subject to discontinuance of service during a water emergency declared by the ACSA, as described in Section 16 – Emergency Water Restrictions.

C. Willful Waste of Water

The ACSA reserves the right to discontinue water service to any customer after notice of five business days upon the willful or wasteful use of water. This includes, but is not limited to, direct watering of impervious surfaces such as sidewalks and streets, or over-watering to the extent that soils can no longer absorb water.

17-02. RAIN SENSORS.

A. Required Installation

Rain sensors shall be installed on irrigation systems that receive water from the ACSA.

B. Required Maintenance

Rain sensors shall be set so that they automatically shut-off the irrigation system in response to one-quarter (1/4) inch of rainfall. Rain sensors shall be installed according to manufacturer's instructions, in a location that shall provide full exposure to rainfall such that accuracy of operation is assured, and shall be maintained in good working condition. No person shall, with the intent of circumventing the purpose of this section, adjust either the rain sensor or irrigation system such that the rain sensor is not able to override and turn-off the irrigation system in response to one-quarter (1/4) inch of rainfall.

C. Responsibility of Owner for Inspection

The Executive Director or designated agent may require the owner or water customer of any premises where rain sensors are installed to inspect these devices to ensure that they are installed and maintained to turn-off the irrigation system in response to one-quarter (1/4) inch of rainfall. Results of such tests shall be sent to the Executive Director or designated agent. The devices shall be tested, repaired, overhauled, or replaced, as required, at the expense of the owner or water customer.

17-03. VIOLATIONS.

The Executive Director or designated agent shall notify the owner or water customer of any premises on which there is found a violation of these Rules and Regulations. Such notice shall be in writing and shall set a reasonable time for the owner or water customer to correct the violation. The irrigation system shall not be operated until such time as the violation is corrected. The Executive Director may terminate or deny water service to any premises where the irrigation system continues to be operated without the correction

of noted defects.

SECTION 18 – CARWASH CERTIFICATION PROGRAM ~~[Added 02/19/2009, Revised 08/19/2010, Revised 08/15/2013]~~

18-01. GENERAL.

The Carwash Certification Program (CCP) is adopted as a program for the self-service and automatic carwash facilities that are customers of the Albemarle County Service Authority. The intent of the program is to establish general operating standards for the various types of carwash operations, which will encourage water conservation and the efficient and responsible use of water in all aspects of the industry.

18-02. APPLICABILITY.

The provisions of this Section shall apply to all commercial self-service, in-bay automatic, and conveyor carwash facilities that are customers of the ACSA.

18-03. PROGRAM APPLICATION.

All eligible carwash facilities are encouraged to participate in the certification program. The application form shall identify each facility seeking certification, and shall state the type of recycled (reclaimed) water equipment installed, if any, and how the recycled water is used in the wash process. The applicant shall certify compliance with the criteria applicable to the particular type of carwash operation conducted at that facility (see Section 18-06).

18-04. FEES. ~~[Revised 7/1/15]~~

An applicant to the CCP shall pay a fee for each facility applying for certification. The fee shall cover review of the application material, and an on-site inspection visit that includes measurement of the water used for each type of wash offered to its customers. See Appendix B.

The annual renewal fee for a facility shall be as listed. See Appendix B.

18-05. INSPECTION. ~~[Revised 7/1/15]~~

An applicant to the CCP shall be subject to an on-site inspection by the ACSA, or its representative, to determine that the facility meets all appropriate criteria listed in Section 18-06. Inspections shall be conducted at least annually, and scheduled during non-business hours at the carwash to reduce the business impact of the inspection. For the automated carwashes (in-bay automatic and conveyor), this will also eliminate water use by toilets, sinks, washing machines, custom detailing, and any other water use not directly related to cleaning vehicles. Additional inspections may be conducted at any time and without advance notice.

For the automated carwashes, the facility shall supply the vehicles to be used in the measurement of water use during the wash process. These shall be standard, two-axle passenger vehicles, and shall not be ACSA vehicles or the vehicle of any ACSA employee. The wash process shall be identical to the process used during normal operations. Potable water measurements shall result from the direct reading of the facility water meter. Any additional recycled (reclaimed) water used in the process shall not exceed normal operations.

For self-service carwash operations, the measurement of water usage will involve two (2) high pressure wash bay wands, or 50% of the total wands used in the facility, whichever number is the greater. The amount of potable water delivered per minute from each wand shall not exceed the volume specified in Section 18-06.

For automated carwashes, the amount of potable water used per vehicle wash shall not exceed the volumes specified in Section 18-06. In-bay automatic basic wash usage shall be determined by averaging the volume of water used by two (2) separate vehicles, as recorded by the facility's water meter. In-bay automatic deluxe/premium wash, and conveyor wash, usage shall be determined with one (1) vehicle in each case. If either of these wash types exceeds the allowed maximum water use, the business owner may request that water volume be tested on a second vehicle, in which case the average of the two volumes shall be used to determine water use.

If during the inspection of any carwash facility, it is discovered that the carwash is not in compliance with

all applicable criteria, the ACSA shall issue a written notice to the owner of the facility, specifying the item(s) not in compliance, and provide fifteen (15) calendar days for repair or correction of the deficiencies. Additional time may be granted if appropriate for the circumstances.

If the reported deficiencies are not corrected or repaired in the allotted time period, the ACSA shall deny an original certification status, or revoke the certification status of the facility, and require immediate removal of any signage advertising participation in the CCP. The application or renewal fee shall not be returned to the owner of the facility. Re-application may occur in thirty (30) calendar days from the denial or revocation of certification, and shall require an additional fee. See Appendix B.

18-06. OPERATING STANDARDS.

A. General Standards.

All eligible carwashes shall meet the following criteria:

1. Any water leak shall be repaired within one week of discovery.
2. Each toilet at the facility shall be of a low-volume flush design (1.6 gallons, or less).

B. Additional Self-Service Carwash Standards.

1. Each high-pressure wand shall deliver no greater than 3.5 gallons of potable water per minute.

C. Additional In-Bay Automatic Carwash Standards.

1. Potable water use per vehicle for a basic wash, as measured at the facility water meter, shall not exceed thirty (30) gallons.
2. Potable water use per vehicle for a deluxe/premium wash, as measured at the facility water meter, shall not exceed forty (40) gallons.
3. Where feasible, a five (5) second dwell time shall be created before a vehicle exits the bay to enable water to drain into the bay collection chamber.

D. Additional Conveyor Carwash Standards.

1. Potable water use per vehicle, as measured at the facility water meter, shall not exceed fifty (50) gallons.

18-07. SIGNAGE AND ADVERTISING.

A certified carwash may:

1. Display signs, approved by the ACSA and within the guidelines of the Albemarle County Code, advertising the facility as a participant in the CCP.
2. Be identified as a participant in the CCP on the ACSA website, and on other lists or newsletters published by the ACSA.
3. Use a logo or phrase, approved by the ACSA, in its advertising, mailings, and other promotional material, indicating the facility as a participant in the CCP.

18-08. DROUGHT WATCH STAGE.

During a declared Drought Watch stage, a certified carwash shall:

1. Use only recycled (reclaimed) water to irrigate landscaping.
2. Clean all driveways and impervious areas by sweeping instead of washing.

18-09. DROUGHT WARNING STAGE.

During a Drought Warning stage, only certified carwash facilities shall be allowed to remain in operation. ACSA water service to all non-certified carwashes shall end during a Drought Warning stage, as noted in Section 16-02.B.1 of these Rules and Regulations.

A self-service carwash facility shall post signage during a Drought Warning stage. The signs shall be prepared by the ACSA, posted in each bay of the carwash, and state the drought situation, with the recommendation that the use of the high-pressure wand be limited to seven (7) minutes for the total wash/rinse.

Application for participation in the CCP that is received less than (30) calendar days prior to the declaration of a Drought Warning stage may not result in certification of the facility in time to avoid water service termination.

18-10. DROUGHT EMERGENCY STAGE.

During a Drought Emergency stage, a certified carwash shall comply with all requirements of non-residential water users as described in Section 16-02.C. of these Rules and Regulations.

SECTION 19 – FATS, OILS AND GREASE ~~[Added 12/17/09; Amended 01/20/22; Revised 7/1/15]~~

19-01. INTRODUCTION.

Fats, oils and grease (FOG) are a significant concern for the ACSA in the operation of the wastewater collection system. When not disposed of properly, they congeal and accumulate along the walls of the sanitary sewers. This constricts the pipes, impedes the flow of wastewater, and raises the potential for blockage. Grease also affects the proper operation of pump stations, leading to sewage accumulation in wet wells. Either of these situations can eventually result in a sanitary sewer overflow in which wastewater is discharged from a manhole, or wastewater enters residences and businesses. This is both an environmental issue and a public health concern, in which sewage can contaminate the ground, local bodies of water, and any property with which the wastewater comes into contact.

The financial burden related to excessive FOG is potentially two-fold. Maintenance crews of the ACSA devote considerable time to cleaning sewerage components, and treatment processes may be hindered at the wastewater treatment plants.

FOG discharges relate directly to the preparation, cooking, and disposal of food items. These can originate from residences and from commercial, institutional, and industrial facilities. However, it is restaurants and related commercial food service establishments that are the most significant source of FOG due to the amount of oil and grease used in cooking, and with other food preparation.

19-02. PURPOSE.

This Section is adopted for the following purposes:

1. To set forth requirements for non-residential users of the ACSA wastewater collection system to capture and dispose of FOG, enabling the ACSA to comply with applicable federal and state laws, and with the Sewerage User Regulations of the Rivanna Water and Sewer Authority (RWSA), incorporated herein as Appendix A. Specifically, Part II, Section 4, Paragraph b prohibits the discharge of any wastewater containing more than 100 parts per million (ppm) of FOG.
2. To reduce the operational and maintenance costs of the ACSA by limiting the introduction of FOG into the wastewater collection system.
3. To reduce the impact on the RWSA wastewater treatment operations by limiting the amount of FOG delivered by the ACSA wastewater collection system.
4. To protect public health and prevent environmental disturbances by eliminating or reducing sanitary sewer overflows due to grease accumulations.

19-03. APPLICABILITY.

The provisions of this Section are applicable to all commercial food service establishments, commercial office buildings with food service, industries with food service, and institutions with food service that discharge to the ACSA wastewater collection system. Collectively, these shall hereinafter be referred to as Food Service Establishments (FSEs).

19-04. GENERAL REQUIREMENTS.

1. All FSEs shall install, operate, and maintain at their expense, a grease control device.
2. All FSEs shall obtain a FOG Waste Discharge Permit.
3. A concentration of 100 ppm of FOG, measured as Hexane Extractable Material, in the discharge of an FSE is established as an Action Level.
4. The maintenance costs related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.
5. The maintenance and clean-up costs of a sanitary sewer overflow that is related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.
6. Any fines imposed upon the ACSA by the Commonwealth of Virginia or the United States of America regarding a sanitary sewer overflow that is related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.

19-05. EXEMPTION FROM GREASE CONTROL DEVICE REQUIREMENTS.

The ACSA may grant an exemption from the requirements to install and maintain a grease control device to an FSE that ~~is determined to have no, or minimal, adverse grease impact~~ upon the ACSA wastewater collection system due to the nature of the FSE operations. To be considered for an exemption, the FSE may be asked to provide a written request to the ACSA, stating in detail the grounds for the exemption. Following review of the request, the ACSA may elect to inspect the FSE during its normal business hours. The final decision on granting an exemption shall rest with the Executive Director or designated agent, and a written response shall be provided to the FSE. At any time, the ACSA may revoke the exemption and require installation of a grease control device.

There shall be limited circumstances in which an exemption is granted, and shall be related to the following:

1. A commercial establishment that serves only food typically considered snack food, both packaged and unpackaged, with or without warming.
2. A school, industry, or commercial office building within which a lunchroom may exist, yet the only food that is made available to the students, employees, or guests is from snack and drink machines.
3. A bed and breakfast establishment which prepares and serves only the breakfast meal to its guests and employees, with fewer than four (4) guest rooms, and fewer than eight (8) guests.
4. A residential care facility for the aged, infirmed, or disabled within which fewer than four (4) adults are provided care.
5. A day care facility for the aged, infirmed, or disabled within which fewer than six (6) adults are provided care.
6. A day care facility for babies and children within which fewer than six (6) children are provided care.
7. A day care facility for babies and children within which the food preparation does not include frying, or food preparation and cleaning do not exceed that of an average private residence.
8. A church within which a kitchen facility may exist, yet on-site food preparation and cleaning do not exceed that of an average private residence.
9. An FSE that is determined, by previous monitoring or a review of planned operations, to not generate FOG in excess of an average private residence.

19-06. NEW ESTABLISHMENTS.

The ACSA shall require all new FSEs to install the appropriate grease control device(s) prior to initiating operations. In general, this shall be a grease interceptor for all restaurants, supermarkets, hospitals, schools, ~~motels~~hotels, and industries. Further, the ACSA shall require an FSE with a grease control device to obtain a FOG Waste Discharge Permit.

19-07. EXISTING ESTABLISHMENT; NEW ESTABLISHMENT IN EXISTING BUILDING.

All existing FSEs shall have grease control devices that meet the same general requirements for installation and design as for new establishments. This shall also pertain to a new establishment that begins operations in an existing building, and an existing FSE that expands its food service operations.

If the ACSA determines the grease handling facilities or methods of an existing FSE are inadequate to prevent excessive FOG from entering the ACSA wastewater collection system, the FSE shall be notified in writing of the deficiencies, listing the required improvements and a compliance deadline. Required improvements may include additional training of the kitchen staff, modifications of the grease control device maintenance schedule, the installation of a larger, or additional, grease trap, or the installation of a grease interceptor. The ACSA may require the FSE to provide a schedule of corrective action to attain full compliance.

The ACSA shall allow an FSE without a grease control device a compliance deadline not to exceed two (2) months for the installation of a grease trap(s), or not to exceed six (6) months for the installation of a grease interceptor, following written notification from the ACSA. If an FSE that is required to install a grease interceptor does not have an existing grease trap, then the latter shall be installed within two (2) months of notification by the ACSA, unless the grease interceptor is installed within that same period.

The Executive Director or designated agent may decide in certain instances that the installation of a grease interceptor on an existing FSE property is physically impossible due to space limitations, is not feasible due to inadequate slope for proper gravity flow, or for other reasons. In these instances, the Executive Director may allow installation of a grease trap, or traps, meeting the design specifications listed herein. The FSE manager shall be responsible for aggressive kitchen Best Management Practices and grease trap maintenance programs to produce wastewater that meets the FOG discharge requirements. Such FSEs may be subject to routine sampling to confirm compliance with the requirements herein.

19-08. GRANDFATHERING OF EXISTING ESTABLISHMENTS.

The ACSA shall allow existing FSEs, in which a grease trap or grease interceptor has been installed prior to the effective date of this Section, to continue operation of the existing device, if the device is effective:

1. In keeping grease from accumulating in the ACSA wastewater collection system and in the sewer lines of the FSE.
2. In producing wastewater in which FOG remains below the Action Level.

The ACSA may require an existing FSE which operates a grease trap to add a sample valve to the discharge pipe from the device, and prior to a union with any building sewage drain. The ACSA may require an existing FSE which operates a grease interceptor to add a sample box to the discharge pipe from the device, and prior to a union with any building sewage drain. This requirement of a sample valve or sample box shall typically be limited to FSEs in which there is a history of poor grease control device maintenance.

The ACSA may require an existing FSE which expands its food service operations to install a larger grease trap, additional grease traps, or a grease interceptor, to replace or operate in conjunction with an existing grease trap.

19-09. DESIGN, SIZING, AND INSTALLATION REQUIREMENTS.

All grease traps and interceptors shall be designed, sized, and installed according to the standards of the Virginia Uniform Statewide Building Code and the International Plumbing Code.

Various formulas exist to calculate the proper size of a grease interceptor. The ACSA shall not require the use of any one formula, but rather the use of sound engineering judgment in this instance.

General specifications are as follows.

- A.** A grease trap shall:
 1. Be constructed of corrosion-resistant metal or plastic.
 2. Be accessible for cleaning, maintenance, and inspection.
 3. Contain properly installed and functioning baffles necessary to achieve the appropriate retention time to allow for proper separation of FOG and solids from the gray water.
 4. Handle the flow from no more than three (3) kitchen sinks, and be located as close to the sink(s) as possible.
 5. Receive the discharge from any dishwasher that operates at 130 degrees Fahrenheit or less (chemical sanitizing dishwasher). Depending upon the number of sinks, this may require the installation of a second grease trap.
 6. Not receive discharge that exceeds 130 degrees Fahrenheit.
 7. Not receive discharge from a food grinding unit unless a properly-sized solids interceptor has been installed.
 8. Receive only gray water.
 9. Be installed with a flow control or restricting device to restrict the flow to the rated capacity of the trap.
 10. Be installed with a sample valve on the discharge line from the device and prior to a union with any building sewage drain.

B. A grease interceptor shall:

1. Be constructed of precast concrete meeting the standards of ASTM C1613-17, or of corrosion-resistant polyethylene or polypropylene fiberglass meeting the standards of ASME A112.14.3 or PDI-G101.
2. Be sized from a minimum of 1,000 gallons to a maximum of 3,000 gallons if constructed of precast concrete or have a flow rate/grease capacity of 75-200 GPM if constructed of polyethylene or polypropylene.
- ~~3.~~ Contain multiple chambers and properly-~~u~~positioned tee piping to achieve a minimum thirty
- ~~4.3.~~ (30) minute retention time before gray water is discharged to the ACSA wastewater collection system.
- ~~5.4.~~ Be installed on the FSE property and in a location outside the FSE, with access for inspection, cleaning, pumping, and maintenance.
- ~~6.5.~~ Not be installed in areas subject to heavy traffic, where possible, and shall be accessible for inspections at all times, having no permanent or temporary structure or container placed directly over the unit.
- ~~7.6.~~ Have a minimum 20-inch diameter manhole access cover, extended to finish grade, over each chamber.
- ~~8.7.~~ Have solid, water-tight access covers that prevent infiltration of stormwater or other surface water. Any gaskets shall be positioned beneath the cover.
- ~~9.8.~~ Be designed with a clean-out that can serve as a sample box at the outlet.
- ~~10.9.~~ Receive the discharge from all FSE drains and fixtures through which grease may be released, including all sinks, food grinding units, dishwashers, and floor drains.
- ~~11.10.~~ Receive only gray water.
- ~~12.11.~~ Be installed at a minimum distance of ten (10) feet from dishwashers and sinks to allow for optimal cooling of the wastewater.
- ~~13.12.~~ Not receive discharge that exceeds 150 degrees Fahrenheit.
- ~~14.13.~~ Include a properly-~~u~~sized solids interceptor, or have its volume increased by 25%, when receiving discharge from a food grinding unit.
- ~~15.14.~~ Be installed with an approved flow control or restricting device.

19-10. FOG WASTE DISCHARGE PERMIT.

The ACSA shall require all FSEs that currently possess, or are required to install, a grease control device to obtain a FOG Waste Discharge Permit. No FSE shall discharge to the ACSA wastewater collection system without obtaining a permit unless an exemption has been received.

The permit application shall, at a minimum, include the following information:

1. The name, address, and telephone number of the applicant, and the name, address, and telephone number of the ACSA account owner, if different from the applicant.
2. A description of the food service operations, cuisine, the hours of operation, and number of meals served per day.
3. A detailed list and number of all kitchen food preparation appliances, and kitchen fixtures, including size.
4. All grease control devices, or other pretreatment equipment, currently installed.

The ACSA may request other information of the FSE, related to the food service operations and potential food service discharges, to properly evaluate the permit application.

The completed FOG Waste Discharge Permit application shall be submitted to the ACSA for review. The ACSA may elect to inspect the FSE during its normal business hours. If the application is accepted, a permit shall be issued within thirty (30) days after receipt of the permit application. The applicant shall be allowed a thirty (30) day comment period. A permit shall contain general, and possibly specific, conditions for the FSE.

Permits shall be issued for a period of three (3) years. An expired permit shall continue to be in effect and enforceable if failure to reissue the permit is not due to any delinquency on the part of the FSE. No

permit shall be transferable without the permission of the ACSA.

Denial of an original or renewal permit shall be based upon an incomplete application, an unacceptable size and/or design of the grease control device(s), failure to pay charges that have been levied, a history of FOG discharge violations, or other related factors.

19-11. FOG WASTE DISCHARGE PERMIT CONDITIONS.

The issuance of a FOG Waste Discharge Permit shall contain the following conditions or limits:

1. A requirement for the proper installation, operation, and maintenance of the approved grease control device(s).
2. A requirement for documentation of a cleaning and maintenance schedule for the grease control device(s).
3. A recommendation for implementation and documentation of a kitchen Best Management Practices program.
4. The establishment of a concentration of 100 ppm of FOG, measured as Hexane Extractable Material, as an Action Level.
5. A possible requirement for laboratory testing of FOG, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS). Testing may be conducted at least once during the permit period to document that Section 19.-11.4 is being met.
6. A requirement to report to the ACSA any anticipated expansion of food service operations prior to initiating such a project.
7. The issuance of a permit shall not relieve the FSE from complying with applicable laws, regulations, and ordinances promulgated by other governmental authorities.
8. The FSE agrees to hold harmless the ACSA and its employees from any liabilities arising from the operations of the FSE.

The terms and conditions of the permit are subject to modification by the ACSA at any time as just cause exists. The ACSA shall inform an FSE of any proposed change in the issued permit at least thirty (30) days prior to the effective date of the change, and shall give the FSE a reasonable timetable for compliance.

19-12. GENERAL MAINTENANCE OF GREASE TRAPS AND INTERCEPTORS.

Proper maintenance of grease traps and interceptors is crucial to establish optimal efficiency of the devices, and thus eliminate or minimize the discharge of grease from the FSE. A grease control device shall be cleaned as often as necessary to ensure that:

1. There is no evidence of grease in the ACSA wastewater collection system that can be traced directly to the operations of the FSE.
2. There is no evidence of grease in the sewer lines of the FSE.
3. The discharge of FOG to the ACSA wastewater collection system remains below the Action Level.
4. Floating material and sediment do not accumulate to impair the operation of the device.
5. No oil or grease is observed to discharge from the device.

The ACSA shall provide a detailed packet of information that describes proper cleaning and maintenance of the devices. However, due to varying designs and sizes, the FSE shall follow specific manufacturer guidelines for cleaning and maintenance in all instances.

General guidelines for cleaning and maintenance include:

1. Grease traps and interceptors shall be kept free at all times of such solid materials as gravel, sand, bones, shells, cigarettes, utensils, towels, and rags that will reduce the effective volume of the device and increase the frequency of cleaning.
2. The total depth of the surface FOG, combined with the settled solids, should not exceed approximately 25% of the total depth of the liquid/solid column.
3. Based upon the above, a grease trap will typically require cleaning every 1-4 weeks, and a grease interceptor will generally require cleaning every 2-3 months. However, the actual

loading on a device shall determine the specific cleaning schedule in all instances, and this schedule may require periodic adjustment based upon food volume and specific menu items.

19-13. KITCHEN BEST MANAGEMENT PRACTICES.

The application of kitchen Best Management Practices (BMP) by an FSE serves as a critical initial step in reducing the amount of FOG that enters a grease control device, and therefore in prolonging the periods between cleaning and maintenance. The ACSA strongly encourages each FSE to establish a kitchen BMP program, and provide continuous training and monitoring of employees. The ACSA shall provide a packet of information that describes aspects of a kitchen BMP program.

19-14. WASTE GREASE DISPOSAL.

All FSEs are encouraged to use designated buckets for the disposal of waste grease removed from grease traps during cleaning. Such material shall not be combined with cooking oil that is to be recycled. Buckets should have a well-sealing lid and shall be disposed of at a facility permitted to receive such waste.

19-15. GREASE INTERCEPTOR CLEANING AND MAINTENANCE.

Specific requirements for the servicing of grease interceptors shall include the following:

1. Cleaning and related maintenance shall be contracted to a company that is permitted by the Commonwealth of Virginia to transport waste.
2. Such service shall be performed at least every three (3) months, unless written permission for a schedule of less frequent service has been provided by the ACSA.
3. Cleaning and maintenance shall include the evacuation of all contents of the interceptor, including floating materials, gray water, and settled solids.
4. All waste removed from an interceptor shall be disposed of at a facility permitted to receive such wastes.
5. ~~Gray~~It is recommended that gray water ~~or potable water shall~~ be returned to the interceptor following waste evacuation and cleaning.
6. Other than the gray water immediately returned to the interceptor to complete maintenance, none of the waste material removed from an interceptor shall be discharged to the ACSA wastewater collection system.

19-16. PROHIBITIONS.

The following practices and devices are prohibited:

1. Any modification of a grease interceptor, such as alteration or removal of a flow constricting device, that causes flow to rise above the design capacity of the unit or reduce the retention time.
2. Interceptor cleaning that involves only skimming the surface layer, partial cleaning, or the use of any method that does not remove the entire contents of the vessel.
3. The introduction of such agents as concentrated detergents, other surfactants, emulsifiers, degreasers, solvents, or any other type of product that will liquefy grease wastes.
4. The addition of any chemical enzyme product unless written permission has been granted by the ACSA.
5. The addition of bacteria unless written permission has been granted by the ACSA.
6. The use of automatic, or mechanically operated, grease removal systems unless written permission has been granted by the ACSA.

19-17. RECORDKEEPING.

FSEs with a grease control device shall maintain records of all cleaning and maintenance. These records shall include, at a minimum:

1. The date and time of service.
2. The name and signature of the FSE representative who performed ~~or witnessed~~ the service. (grease trap).
3. The contract company that performed the service (if applicable).
4. The name and signature of the contract company employee (if applicable).
5. The gallons of waste removed.
6. A copy of the service record or manifest from the contract company (if applicable).

Records shall be placed in a logbook, folder, or binder, shall be maintained on site for at least the previous three (3) years, and shall be made available immediately to the ACSA on demand, during an inspection, or at intervals specified in a permit. Any falsification of maintenance records is a violation of this policy.

19-18. INSPECTION VISITS.

Authorized representatives of the ACSA shall request the right to enter the premises to determine whether an FSE complies with all requirements of this Section. Entry shall be during normal operating hours and for the purpose of inspection and evaluation of the FSE's grease control program.

Inspection may involve any of the following items:

1. The integrity of the grease control device
2. The amount of grease present in the device
3. Wastewater appearance and clarity
4. Cleaning and maintenance records
5. All food processing areas and fixtures
6. Sampling of discharge water from the device

The FSE shall keep grease control device(s) accessible at all times. The ACSA shall have the option of requesting that a grease trap be opened by a representative of the FSE.

The ACSA shall make the result of the inspection available to the FSE representative verbally or in written form. ~~A at the time of inspection. An additional~~ written report ~~shall~~may be delivered within ten (10) business days of the inspection if the FSE is found to be out of compliance with any of the requirements outlined in this Section, and shall include the necessary corrective action and a timetable for accomplishing such improvements.

19-19. USE OF CAMERAS.

As a part of the inspection of an FSE, the ACSA reserves the right to photograph the kitchen facilities and any grease control device, including its contents, for the purpose of documentation.

The ACSA also reserves the right to photograph and film the interior of the building sewage drain and/or building sewer, such as by means of closed-circuit television. Photo and video documentation of grease accumulation along the walls of the pipe shall be evidence that the FSE must install a grease control device, that an existing grease control device is not being maintained properly or cleaned regularly, or that an additional grease control device (including the possibility of a grease interceptor) may be required. The FSE may also be required to clean its building sewage drain and building sewer in coordination with ACSA maintenance crews. The expense of such cleaning shall be borne by the FSE.

19-20. SAMPLING AND TESTING.

The ACSA may periodically collect samples for laboratory testing as one means to determine if an FSE complies with the requirements of this Section, and with other requirements of the *Rules and Regulations*.

Sampling and testing may consist of FOG, BOD, and TSS. Any additional sample collection and testing for these parameters shall be at the discretion of the ACSA, and shall relate to a history of the FSE's discharge, or to existing conditions.

Sampling shall involve grab samples which are collected, stored, transported, and analyzed in accordance with the procedures specified in 40 CFR Part 136. All testing shall be conducted by a private commercial laboratory which is in good standing with the Virginia Department of Environmental Quality, and which has attained certification within the Virginia or National Environmental Laboratory Accreditation Program (VELAP/NELAP).

Sample collection from a grease trap shall be from the sample valve at the outlet of the device, if present, or from the nearest manhole that receives only the discharge of the FSE. Sample collection from a grease interceptor shall be from the sample box at the outlet of the device, if present, or from the nearest manhole that receives only the discharge of the FSE.

A copy of the analysis report of any laboratory testing on samples collected from an FSE shall be mailed to the FSE within ten (10) business days of receipt by the ACSA. The report shall include, at a minimum, an explanatory cover letter, the chain of custody form, the laboratory at which testing occurred, the results of the testing, the test methods used, and the dates of analyses.

19-21. ENFORCEMENT.

The following enforcement plan is designed to provide fair, consistent, and equitable action against FSEs for violations of the policies of this Section, and those of the *Rules and Regulations*, in general.

1. Notice of Non-Compliance

If an FSE is found to be in violation of any of the terms of this policy, the ACSA shall issue a written Notice of Non-Compliance. The notice shall state the specific violation(s), provide information on the required steps to be taken to comply with the policy, and include a timetable for compliance. Additional testing may be required. A Notice of Non-Compliance for a particular incident shall be provided on one (1) occasion. The need for any future action justifies proceeding to a Notice of Violation.

2. Notice of Violation

If an FSE fails to provide the corrective action required by a Notice of Non-Compliance, a Notice of Violation (NOV) shall be issued by certified mail. An NOV shall repeat the specific violation(s), provide information on the required steps to be taken, and list the date(s) by which all corrective action must be completed.

Within ten (10) business days of receipt of this notice, the FSE shall submit to the ACSA a plan outlining the detail to meet the required corrective action. Submission of the plan in no way relieves the FSE of liability for any violations occurring before or after receipt of the NOV.

Primary reasons for the issuance of an NOV include, but are not limited to:

- a. Failure to install a proper grease control device by an assigned date.
- b. Failure to repair a malfunctioning grease control device by an assigned date.
- c. Failure to properly maintain and clean a grease control device at a frequency and in a manner that ensures efficient operation.
- d. Repeated violations of the FOG Action Level.
- e. Failure to keep grease control device maintenance records on site, or failure to provide the records to the ACSA upon request.
- f. Falsification of grease control device maintenance records.
- g. Failure to submit a FOG Waste Discharge Permit application.
- h. Failure to pay a FOG Waste Discharge Permit fee.

Satisfactory response by an FSE to an NOV may be followed by a program of additional FOG, BOD, and TSS testing.

The ACSA shall consider suspension of water and sewer services if an FSE fails to respond satisfactorily to an NOV. Service suspension shall be enacted if the Executive Director determines the FSE presents an imminent danger to the health or welfare of the public or environment, or presents problems to the ACSA wastewater collection system.

19-22. COSTS AND CHARGES.

1. FOG Waste Discharge Permit charge: This shall include the expense for the ACSA to collect samples for the testing of FOG, BOD, and TSS on one (1) occasion during the three (3) year permit period, if deemed necessary. The need for any additional testing shall be determined by the ACSA, and the expense shall be borne by the FSE. See Appendix B.
2. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the need for installation or repair of a grease control device, shall result in a charge. See Appendix B.
3. The failure of an FSE to respond satisfactorily to an NOV, when the issue is repeated failure to

properly maintain a grease control device, as well as repeated FOG discharge in excess of the Action Level, shall result in a charge until the device is properly maintained and FOG discharge limits are maintained below the Action Level. See Appendix B.

4. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the failure to keep grease control maintenance records on site and available to ACSA personnel, shall result in a charge. See Appendix B.
5. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the falsification of grease control device maintenance records, shall result in a charge. See Appendix B.
6. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the failure to submit a FOG Waste Discharge Permit application, or pay a permit fee, shall result in a charge until the application is submitted or the fee is paid. See Appendix B.
7. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, shall be liable for the costs to clean and/or repair the facilities, including all labor, materials, and equipment.
8. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, and results in a sanitary sewer overflow, shall be liable for the costs to clean and/or repair the facilities and affected area, including all labor, materials, and equipment.
9. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, and results in a sanitary sewer overflow, shall be liable for any fines dispensed by the Commonwealth of Virginia or the United States of America.
10. A commercial waste hauler or individual who discharges to the ACSA wastewater collection system the wastes collected from a grease interceptor shall be assessed a charge. See Appendix B.

19-23. APPEAL PROCESS.

An FSE, commercial waste hauler, or individual shall have the right to appeal any of the costs or charges listed in Section 19-22.~~1 through 19-22-10~~ according to the following procedure:

1. A notice to appeal shall be requested in writing and delivered to the office of the Executive Director no later than five (5) business days following the receipt of notice of the cost or charges to be levied.
2. The failure to file such notice to appeal within such time limit shall be deemed a waiver of the right to appeal.
3. Upon receipt of the appeal request, the Executive Director shall render a decision within thirty (30) calendar days.
4. The decision shall be sent by certified mail to the appellant.

APPENDIX A

The latest adopted version of the Sewerage User Regulations of the Rivanna Water and Sewer Authority are herein incorporated by reference. The Sewerage User Regulations can be obtained by contacting the Rivanna Water and Sewer Authority.

APPENDIX B

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, ~~2022~~2023

Section 2-01. General

3. Additional sets of the *General Water and Sewer Construction Specifications* may be supplied by the Authority to any recipient of the one free set at a cost of \$10.00 per set.

Section 7-~~0807~~. Temporary Water Service

A. Temporary Water Service

Initial Fee	\$ 50.00 55.00
Each 30-Day Extension	\$ 50.00 55.00

B. Meter Size Deposit

¾" & 1"	\$ 300.00 330.00
1 1/2"	\$ 400.00 440.00
2"	\$ 500.00 550.00

Section 7-~~0908~~. Temporary Use of Fire Hydrants [Revised 10/1/16]

B. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$950 (\$150 non-refundable)
 3" hydrant meter - \$2,000 (\$200 non-refundable)

D. A usage fee of \$~~25.00~~30.00 per month will be charged for hydrant use through the hydrant meter. Failure to submit a meter reading will result in a \$~~50.00~~55.00 non-refundable fee.

Section 8 Cross-Connection and Backflow Prevention; Section 8-21. Violation Charges

Item #	Charge	Violation
1	\$1,000	Failure to correct an identified cross-connection – high hazard
2	\$500	Failure to correct an identified cross-connection – low hazard
3	\$1,000	Failure to install an approved backflow prevention assembly – high hazard
4	\$500	Failure to install an approved backflow prevention assembly – low hazard
5	\$1,000	Removal or by-pass of a required backflow prevention assembly – high hazard
6	\$500	Removal or by-pass of a required backflow prevention assembly – low hazard
7	\$250	Failure to provide a passing test report for a backflow prevention assembly – high hazard
8	\$100	Failure to provide a passing test report for a backflow prevention assembly – low hazard

Section 10-03. Meter Testing Charge

3/4" - 1"	\$200.00 <u>220.00</u>
1½" - 2"	\$250.00 <u>275.00</u>
3" - larger	\$ Actual Cost+25%

Section 11-05 Deposits For Temporary Meters

<u>Meter Size</u>	<u>Deposit</u>
3/4" & 1"	\$300.00 <u>330.00</u>
1 1/2"	\$400.00 <u>440.00</u>
2"	\$500.00 <u>550.00</u>

Section 11-06. Deposits For Fire Hydrant Meters

<u>Meter Size</u>	<u>Deposit</u>
1"	\$600(\$100 non-refundable)
1 ½"	\$950 (\$150 non-refundable)
3"	\$2,000 (\$200 non-refundable)

Section 12-02. Water and Sewer Rates**VOLUME CHARGES**

In addition to the fixed monthly service charge (Section 12-03), a volume charge based upon monthly metered water use will be assessed as follows:

Water**Metered Consumption****Residential and All Irrigation Water Rates:**

Level 1 (0-3,000 gallons per month)	\$ 5.05 <u>5.56</u> per thousand gallons
Level 2 (3,001-6,000 gallons per month)	\$ 10.44 <u>11.15</u> per thousand gallons
Level 3 (6,001-9,000 gallons per month)	\$ 15.49 <u>16.71</u> per thousand gallons
Level 4 (over 9,000 gallons per month)	\$ 20.27 <u>22.30</u> per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation -water):
\$ ~~10.44~~ 11.15 per thousand gallons

For customers having both a primary and auxiliary meter, the four rate levels will be applied to the sum of the consumption on both meters, not to each individual meter.

Wastewater

Metered Consumption \$ ~~10.24~~ 11.06 per thousand gallons

Section 12-03. Monthly Service Charge

The fixed monthly service charge will be assessed based on meter size as follows:

<u>Meter Size</u>	<u>Service Charge</u>
3/4"	\$9.45 10.40
1"	\$23.63 25.99
1 1/2"	\$47.25 51.98
2"	\$75.60 83.16
3"	\$151.20 166.32
4"	\$236.25 259.88
6"	\$472.50 519.75

Section 12-04. Connection Charges

~~Payment for the applicable connection charges will be accepted only after the issuance of a building permit.~~

ERC Determination

~~Connection Charges for metered services larger than 3/4" shall be equated to equivalent residential connections (ERC) according to the following ratios:~~

3/4" meter	=	1 ERC	3" meter	=	16 ERCs
1" meter	=	2.5 ERCs	4" meter	=	25 ERCs
1 1/2" meter	=	5 ERCs	6" meter	=	50 ERCs
2" meter	=	8 ERCs			

~~Connection Charges for multi-family, hotels, hospitals, assisted living facilities, nursing care facilities, master-metered single-family units, and master-metered mobile home parks shall be determined based upon the higher fee of either the meter size or the calculated number of ERCs based on the following factors:~~

Multi-family	1 unit	=	0.50	ERC
Hotels	1 room	=	0.50	ERC
Mobile Home Park	1 mobile home	=	1.00	ERC
Hospitals	1 bed	=	1.00	ERC
Assisted Living Facility	1 bed	=	0.40	ERC
Nursing Care Facility	1 bed	=	0.75	ERC
Master-Metered Single-Family	1 unit	=	1.00	ERC

~~For large or unusual new connections, where either high demand may be anticipated or new connections serve both residential and non-residential customers, the Authority reserves the right to calculate Connection Charges based on engineering data specific to that customer rather than using the ERC factors above.~~

12-04. A. Installation Charges

~~**Service Connection (Tap) Charge – To defray the cost of installation of a service connection from the water and/or wastewater main in the public right-of-way to the curb or property line and/or the installation of meters, all new services will be charged according to the following schedule:**~~

Water

Primary Meters

3/4" meter and connection	\$1,116 1,228
1" meter and connection	\$1,182 1,300
Over 1" meter and connection	Actual Cost
3/4" meter only	\$ 200 220
1" meter only	\$ 300 330
Over 1" meter only	Actual Cost

Auxiliary Meters

Actual Cost

(a) Wastewater

All Taps

Actual Cost

12-04. B. Section 12-05. System Development Charges

In order to defray, in part, the cost to the ACSA of providing major transmission/distribution mains, collection lines, pumping stations and storage facilities necessary to provide water and wastewater service to new customers in the ACSA system. This charge shall be assessed on the basis of equivalent residential connections (ERC):

Water	\$1,8902,030 per ERC
Wastewater	\$2,9703,180 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. C. Section 12-06. RWSA Capacity Charges

All new water and sewer connections to the ACSA systems shall be assessed a charge to defray, in part, the cost of providing capacity for a new customer in the RWSA system. This charge shall be assessed on the basis of equivalent residential connections (ERC):

Water	\$4,7605,100 per ERC
Wastewater	\$3,8504,120 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. D. NFRPS Special Rate District FeesCharges

North Zone	\$2,275.00 per ERC
South Zone	\$1,389.00 per ERC

Section 12-05/06. System Development/RWSA Capacity Charge ERC Calculation

Connection Charges for metered services larger than 3/4" shall be equated to equivalent residential connections (ERC) according to the following ratios:

3/4" meter	=	1 ERC	3" meter	=	16 ERCs
1" meter	=	2.5 ERCs	4" meter	=	25 ERCs
1 1/2" meter	=	5 ERCs	6" meter	=	50 ERCs
		2" meter	=	8 ERCs	

System Development and RWSA Capacity Fees for multi-family, hotel, hospital, assisted living facility, nursing care facility, master-metered single-family units, or master-metered mobile home parks shall be charged the higher of a fee based upon meter size or the calculation of the number of units multiplied by the following factors:

Multi-family	1 unit	=	0.50	ERC
Hotels	1 room	=	0.50	ERC
Mobile Home Park	1 mobile home	=	1.00	ERC
Hospitals	1 bed	=	1.00	ERC
Assisted Living Facility	1 bed	=	0.40	ERC

Nursing Care Facility	1 bed	=	0.75	ERC
Master Metered Single Family	1 unit	=	1.00	ERC

~~For large or unusual new connections where, high demand may be anticipated, the Authority reserves the right to calculate system development and capacity fees based on engineering data specific to that customer rather than using the ERC factors above.~~

Section 12-0705. Connection-Installation Fees-Charges for Irrigation Meters

A. Auxiliary Meters	Actual cost of installation
B. Primary Meters	Actual cost of installation All
applicable connection	fees as noted in
Appendix B,	section 12-04 and 12-09
C.B.	

Section 12-0806. Line Tapping Fee

Where the ACSA provides water main taps to accommodate line extensions, fire sprinkler systems and similar uses, a tapping fee will be assessed to the customer in accordance with the following schedule:

TAPPING

<u>MACHINE</u>	<u>TAP SIZE</u>	<u>LINE SIZE</u>	<u>PRICE</u>
E-4	¾" – 1"	1 ¼" – 3"	\$170.00 <u>190.00</u>
B-100	¾" – 1"	4" – 24"	\$170.00 <u>190.00</u>
A-2	1 ½" – 2"	6" – 24"	\$250.00 <u>275.00</u>
CL-12	4" – 12"	4" – 24"	\$100.00 <u>110/inch</u>

INSTALLATION OF TAPPING SLEEVES AND TAPPING VALVES

~~All water mains shall be uncovered and cleaned by the customer, who shall install tapping sleeves and valves. The excavation shall be prepared in accordance with all applicable safety regulations. Return trip charges resulting from the customer failing to properly prepare the trench and pipe for the tapping/inserting operation will be billed to the customer. These additional costs shall include labor, equipment, and overhead costs.~~

Section 12-10. NFRPS Special Rate District Fees

~~All sewer connections to the wastewater collection system within the North Fork Regional Pump Station Special Rate District shall be charged the following additional fee effective October 18, 2012:~~

North Zone	\$2,275.00 per ERC
South Zone	\$1,389.00 per ERC

~~Refer to Appendix C for a list of Tax Map Parcels within the North Fork Regional Pump Station Special Rate District and the North Fork Regional Pump Station Special Rate District Map.~~

Section 13. Miscellaneous Charges

13.02. Account Charge	\$12.00 <u>13.00</u> per each new account
13-03. Delinquent Cut Off/On Fee	\$35.00 <u>40.00</u> /trip during normal work hours
13-04. Reconnection Fee	\$80.00 <u>90.00</u> after work hours &

	3/4" - 1 1/2" meter	weekends \$35.00 <u>\$40.00</u>
	2" - 4" meter	\$50.00 <u>\$55.00</u>
	Larger than 4" meter	Actual Cost
13-05.	Special Service Fee	\$35.00 <u>\$40.00</u> /trip during normal work hours \$80.00 <u>\$90.00</u> after work hours & weekends
13-06.	Meter Size Change Fee All Meters	Actual Cost
13-07.	Exceptional Payment Processing Fee	\$35.00 (Payable by Cash only)
13-08.	Testing Fee	Actual Cost
13-09 <u>08.</u>	Delinquent Payment Penalty	10% On Outstanding balance
	Late Payment Charge	1 1/2% per month
13- 10 <u>09.</u>	Meter Re-read Fee	\$35.00 <u>\$40.00</u>
13-11.	Construction Plan Review Charge	\$60.00/hour
	As-built Plan Review	\$60.00/hour Engineer Review
		\$40.00/hour Inspector Review
13-12 <u>10.</u>	<u>Plan Review & Construction Inspection Fees:</u>	
	Water and/or Sewer lines _____	
	(Minimum \$500/project charge) greater	
	than 400 linear feet _____	\$1.30/linear foot \$0.94/linear foot
	Water and/or Sewer lines less than	
	400 linear feet _____	Actual Cost
	Re-inspection Fee of New	
	Water/Sewer Lines	\$40 <u>\$45.00</u> /hour
	Inspection of New Pumping Stations	Actual Cost
13- 13 <u>11.</u>	Failure to Report Hydrant Meter Reading	\$50.00 <u>\$55.00</u>
13- 14 <u>2.</u>	Irrigation System Application Processing Fees:	
	a. Plan Review and Meter Sizing	\$ 30.00 <u>\$33.00</u>
	b. Cost Estimate preparation	\$125.00 <u>\$140.00</u>
13- 15 <u>13.</u>	Meter Tampering Fee	\$300.00

Section 16. Emergency Water Restrictions

VOLUME CHARGES DURING EMERGENCY WATER RESTRICTIONS

~~(As set forth in Section 16)~~

Water

Beginning with the first billing cycle following adoption of Emergency Water Restrictions, in addition to the fixed monthly service charge, a volume charge based upon monthly metered water use will be assessed as follows:

Single-Family Residential	Per 1,000 gallons
Level 1 (0-3,000 gallons per month)	Normal Rate x 1.25
Level 2 (3,001-6,000 gallons per month)	Normal Rate x 1.50
Level 3 (6,001-9,000 gallons per month)	Normal Rate x 2.00
Level 4 (over 9,000 gallons per month)	Normal Rate x 2.00
Non-Single Family Residential	Per 1,000 gallons
All usage	Normal Rate x 1.50

16-06. PENALTIES.

First offense \$ 500.00

Second offense \$1,000.00

In addition to the penalty charge, the ACSA may terminate of water service for the duration of the emergency.

Section 18. Carwash Certification Program

18-04. FEES.

CCP Application Fee \$100.00

CCP Annual Renewal Fee \$100.00

18-05. INSPECTION.

CCP Re-application Fee \$100.00

Section 19. Fats, Oils, and Grease (FOG)**19-22. COSTS AND CHARGES.**

Item #	Cost/Charge	Description/Infraction
1	\$300/3 years	FOG Waste Discharge Permit
2	\$1,000/month *	NOV- failure of an FSE to install or repair grease control device
3	\$1,000/month *	NOV- repeated failure of an FSE to properly maintain grease control device, and repeated excessive FOG discharge from an FSE
4	\$500	NOV - failure of an FSE to keep grease control maintenance

		records on site and available to the ACSA
5	\$500	NOV- falsification by an FSE of grease control device maintenance records
6	\$500/month *	NOV- failure of an FSE to submit a FOG Waste Discharge Permit application or pay a permit fee
7	Assessed amount	An FSE whose operations allow grease accumulation - all costs to clean and repair the ACSA facilities
8	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow - all costs to clean and repair the ACSA facilities
9	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow- all fines levied by the state or federal government
10	Up to \$10,000/occurrence	Commercial waste hauler or individual – illegal discharge of grease wastes to the ACSA system

*Until the violation is corrected to the satisfaction of the ACSA.

R E S O L U T I O N

WHEREAS the Albemarle County Service Authority sets out these Rules and Regulations which have been adopted by the Board of Directors of the Albemarle County Service Authority in accordance with the *Virginia Water and Waste Authorities Act* of 1950, which are applicable to the public water and sanitary sewerage facilities now existing, or which may in the future be, under the jurisdiction of the Albemarle County Service Authority, and

WHEREAS the ACSA Rules and Regulations have been amended from time to time by the Board of Directors, having last been amended and re-enacted in July 2022;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Albemarle County Service Authority that the ACSA Rules and Regulations of the Albemarle County Service Authority are hereby amended and re-enacted incorporating changes attached hereto.

I, Gary B. O'Connell, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Directors of the Albemarle County Service Authority in a regularly scheduled meeting held on June 15, 2023 by a vote of ___ to ___.

Gary B. O'Connell, Secretary-Treasurer



RULES AND REGULATIONS

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www.serviceauthority.org

ALBEMARLE COUNTY SERVICE AUTHORITY
RULES AND REGULATIONS
TABLE OF CONTENTS

SECTION	PAGE
1. GENERAL CONDITIONS.....	3
2. CONSTRUCTION SPECIFICATIONS.....	9
3. NEW DEVELOPMENTS.....	10
4. OFF-SITE EXTENSIONS.....	12
5. OVERSIZE MAINS.....	13
6. SERVICE TO DEVELOPED AREAS.....	14
7. APPLICATIONS FOR SERVICES.....	15
8. CROSS-CONNECTION AND BACKFLOW PREVENTION.....	18
9. USE OF SANITARY SEWERS.....	27
10. METERS.....	28
11. DEPOSITS.....	30
12. RATES AND FEES.....	31
13. MISCELLANEOUS SERVICE CHARGES.....	33
14. BILLING.....	35
15. MANDATORY CONNECTIONS.....	36
16. EMERGENCY WATER RESTRICTION.....	37
17. IRRIGATION SYSTEMS.....	40
18. CARWASH CERTIFICATION PROGRAM.....	41
19. FATS, OILS AND GREASE.....	44
APPENDIX A – SEWERAGE USER REGULATIONS.....	53
APPENDIX B – WATER AND SEWER RATE SCHEDULE.....	55
APPENDIX C – NORTH FORK REGIONAL PUMP STATION SPECIAL RATE DISTRICT.....	63

ALBEMARLE COUNTY SERVICE AUTHORITY RULES AND REGULATIONS

SECTION 1 - GENERAL CONDITIONS

1-01. INTRODUCTION.

1. The Albemarle County Service Authority sets out these Rules and Regulations, which have been adopted by the Board of Directors of the Albemarle County Service Authority in accordance with the *Virginia Water and Waste Authorities Act* of 1950, as amended, and which are applicable to the public water and sanitary sewerage facilities now existing or which may, in the future, be under the jurisdiction of the Albemarle County Service Authority. This publication establishes the rates, rules and regulations which govern the use of the public water and sanitary sewerage facilities within the Jurisdictional Areas of the Albemarle County Service Authority.

2. Inquiry for information or clarification of any item herein pertinent to these policies shall be directed to the Executive Director, Albemarle County Service Authority, 168 Spotnap Road, Charlottesville, Virginia, (434) 977-4511.

1-02. VALIDITY.

1. If any section, subsection, sentence, clause or phrase of these Rules and Regulations is, for any reason held to be invalid, such decision shall not affect the validity of any other part of these Rules and Regulations which can be given effect without such invalid part or parts.

2. No statement or regulations contained in these Rules and Regulations shall be construed to interfere with any additional requirements which may be imposed by the State Board of Health or Water Control Board.

3. In the event of any deviation between the rules and regulations in this publication, and applicable rules and regulations of the State Board of Health or the Water Control Board, it shall be understood that the rules and regulations of said State agencies shall prevail insofar as the sanitary sewerage works and public water supply facilities within the jurisdictional Areas are concerned.

1-03. EFFECTIVE DATE.

These Rules and Regulations shall take effect and be in full force from and after July 1, 1983, with amendments effective on the date of amendment, from time to time, thereafter.

1-04. DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used herein shall be as follows:

ACSA or Authority or Service Authority - The Albemarle County Service Authority, including its governing and operating bodies and designated agents. Any office referred to solely by title (e.g., Executive Director, Director of Finance) shall be the person retained in this position by the Authority.

Act - The *Virginia Water and Waste Authorities Act* of 1950, as amended.

Action Level, FOG - The minimum concentration of fats, oils and grease which indicates a food service establishment must adjust its protocol to remain in compliance with Section 19.

Air Gap - A physical separation between the free-flowing discharge end of a potable water supply pipeline and the overflow rim of an open or non-pressurized receiving vessel, such as a tank, plumbing fixture, or other device. An **approved air gap** is a vertical distance between the supply pipe and the overflow rim of the receiving vessel that is at least double the diameter of the supply pipe, and in no case less than one (1) inch.

Applicant - Any person or entity requesting water and/or sewer service from the Authority.

Assisted Living Facility - A non-medical residential setting, licensed by the Virginia Department of Social Services, that provide or coordinate personal and health care services, 24-hour supervision, and assistance for the care of four or more adults who are aged, infirm or disabled. Assisted living facilities are not nursing homes. A nursing home is a facility in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more non-related individuals.

Auxiliary Meter - A water meter dedicated to the service of an irrigation system and is associated with a primary meter on the same property.

Backflow – The undesirable reversal of the flow of water, or mixtures of water and other liquids, gases, or solids, into the distribution pipes of the potable water supply. Backflow may be caused by backsiphonage or backpressure.

Backflow Prevention Device – Any device, assembly, or method used to prevent backflow from occurring in the potable water supply.

Backpressure – A condition in which the pressure within the customer's private water supply system is greater than the supply pressure at the service connection, resulting in a reversal in the normal direction of flow. Backpressure may be caused by a pump, elevation of the piping, or steam and/or air pressure.

Backsiphonage – A form of backflow due to an upstream pressure reduction (partial vacuum) in the potable water distribution system.

Best Management Practices, Kitchen - A schedule of activities and prohibition of practices designed to prevent or reduce the introduction of fats, oils and grease into the ACSA wastewater collection system.

Board - The Board of Directors of the Authority.

B.O.D. - Biochemical Oxygen Demand; the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C., expressed in parts per million. The laboratory determination shall be made in accordance with the procedures set forth in Standard Methods.

Building Sewage Drain - That part of the lowest horizontal piping of a sewage system which receives the discharge from the sanitary sewer inside the walls of the building and conveys it to the building sewer beginning five (5) feet (1.52 meters) outside the inner face of the building wall.

Building Sewer - The extension from the building sewage drain to the public sewer or other place for disposal.

Commercial Food Service Establishment - A commercial facility, discharging to the ACSA wastewater collection system, engaged entirely or primarily in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by the public. This includes, but is not limited to, such establishments as restaurants, cafeterias, delicatessens, luncheonettes, sandwich shops, food courts, ice cream parlors, coffee shops, bakeries, catering businesses, grocery stores, and butcher shops. This also includes such commercial facilities as motels, inns, bed and breakfast establishments, and related lodging facilities, where food preparation and serving are an integral part of the operations, and includes bars, taverns, pubs, nightclubs, and related establishments serving alcohol, where food preparation and serving are an integral part of the operations.

Connection Charge(s) – All nonrecurring charges ACSA collects when a new connection is made to the system, when an existing meter size changes, or when the number of ERCs served by a meter changes. This includes Installation Charges, System Development Charges, RWSA Capacity Charges and NFRPS Special Rate District Charges as applicable.

Construction Approval - A letter issued by the Authority to a developer which authorizes them to construct facilities for which the design plans and specifications have been approved by the Authority.

Containment – A policy that confines potential contamination and pollution within the facility in which they arise.

Contamination – An impairment of the quality of water which creates an actual hazard to the public health through the spread of disease or by chemical poisoning. Compare this term with pollution.

Contractor - Any person(s), firm, group or affiliates charged with the responsibility of constructing the facilities described in the Authority's *General Water and Sewer Construction Specifications*.

County - The County of Albemarle, Virginia, its governing and operating bodies, and designated agents.

Cross-Connection – Any unprotected actual or potential connection between the potable water supply and any source of contamination or pollution, such as connection between the potable water supply and a supplementary water supply, or connection between the potable water supply and other piping, fixtures, or vessels in such a manner that water quality may be affected. Cross-connection includes any potable water supply outlet that is submerged, or may be submerged, in groundwater, wastewater, or any other source of contamination.

Customer - Any person or entity recorded in the accounts of the Authority as receiving water and/or sewer services and responsible for payment for such services.

Degree of Hazard – The danger posed by a particular substance or set of circumstances. Generally, a low or moderate degree of hazard is related to pollution of the potable water. This does not affect health, but may be aesthetically objectionable. A high degree of hazard is associated with contamination of the potable water, which may cause serious illness or death.

Developer - Any person, firm, corporation, or association having an interest, whether legal or equitable, sole or partial, in any premise requiring the design and construction of facilities which would be under the jurisdiction of the Authority and would become part of the public utilities system of the Authority.

Domestic Water Supply – The supply of water that serves the standard uses of water in a residence or facility, such as for drinking, cooking, heating, bathing, laundering, cleaning, and the flushing of toilets.

Double Check Valve (DC) Assembly – A testable backflow prevention device consisting of two independently-acting check valves, shut-off valves, and test cocks. It is designed to protect against a non-health hazard (i.e., pollutant) under conditions of both backpressure and backsiphonage.

Existing Buildings - Those existing buildings for which a Certificate of Occupancy has been issued by the Albemarle County Inspections Department.

Equivalent Residential Connections (ERCs) - The conversion of metered services to the equivalent of single-family residential connections. See Appendix B.

Facilities - Any and all component and pertinent parts of the entire systems of the water and sanitary sewer utilities under the jurisdiction of the Authority, such as water pipe lines and their appurtenances, water storage tanks, filtration or treatment facilities and pumping stations, sewer lines and their appurtenances, sewage pumping stations and treatment plants, including these items and others now constructed, installed, operated or maintained by the Service Authority, or any which may be approved and accepted in the future as additions to or extensions of the systems.

Fats, Oils and Grease (FOG) - Organic, non-petroleum compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “oil and grease.”

Food Service Establishment (FSE) - Any facility in which the activities of preparing, serving, or otherwise making food and drink available for consumption by the public are at least a part of the operations of the facility. This includes commercial food service establishments, other commercial office buildings with food service, industries with food service, and institutions with food services.

General Water and Sewer Construction Specifications - The Specifications of the Authority, Adopted January 20, 1983, as amended.

Grab Sample - A water sample collected in an instantaneous manner without regard to possible variations in the flow rate or the chemical concentrations of the sample.

Gray Water - Non-industrial wastewater that has been generated from all uses of potable water with the exception of toilets. For the purposes herein, specific reference is made to the kitchen operations of a food service establishment, and includes such activities as draining, rinsing, soaking, and cleaning.

Grease Control Device - A device utilized to bring about the separation of waterborne fats, oils and grease from wastewater by reducing the flow rate of the wastewater, and thus eliminate or reduce the oil and grease discharged to the ACSA wastewater collection system. Note that a distinction is made herein between grease interceptor and grease trap; other references may use these terms interchangeably.

Grease Interceptor - A large-capacity grease control device that is an underground tank or vault, typically constructed of precast concrete, consisting of at least two chambers, and holding several hundred to a few thousand gallons of liquid. It is generally located outside a facility with access lids at ground level and operates by providing greater retention time which allows for more efficient separation of fats, oils and grease from the wastewater.

Grease Trap - A small-capacity grease control device that is constructed of resistant metal or plastic, typically holds fewer than 50 gallons of liquid, and is located inside a facility. It may be positioned below floor level or directly beneath a facility sink and operates to reduce flow rate by a series of baffles.

Health Hazard - Any condition, devices, or practices in the water supply system and/or its operation which create or, in the judgment of the Authority, may create, a danger to the health and well-being of any customer.

Hexane Extractable Material (HEM) - The typical name used by analytical laboratories for detectable and measurable fats, oils and grease using the analytical test procedures established in the United States Code of Federal Regulations 40 CFR 136. The name refers to the extraction solvent (hexane – C_6H_{14}) used in the analytical procedure.

Hose Bib Vacuum Breaker – A non-testable backflow prevention device that consists of an atmospheric vacuum breaker. It is designed within, or can be attached to, a hose bib.

Hotel – An establishment that provides lodging and usually meals, entertainment, and various personal services for the public.

Hospital - A building or buildings where the sick or injured are provided overnight medical or surgical care.

Industry with Food Service - An industrial facility, discharging to the ACSA wastewater collection system, within which a cafeteria is engaged in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by its employees.

Institution with Food Service - An institutional facility, discharging to the ACSA wastewater collection system, engaged, at least in part, in the activities of preparing, serving, or otherwise making food and/or drink available for consumption by its students, patients, residents, inmates, congregants, and/or employees. This includes, but is not limited to, such institutional establishments as schools, hospitals and related medical facilities, residential treatment centers, nursing homes, assisted living facilities, adult day care centers, child day care establishments, correctional facilities, and churches. For the assisted living facilities, adult day care centers, and child day care establishments, this includes services provided in a residential (home) setting.

Irrigation System - A device or combination of devices having a pipe or other conduit installed in the landscape for the purpose of applying ACSA provided water to residential or commercial lawns, landscapes, or greenspace.

Isolation – A policy that confines potential contamination and pollution to the specific point of water use within the facility.

Jurisdictional Area - The territory included within the boundaries of the Authority in which the Authority has been authorized, by the Board of Supervisors, to provide and regulate both existing and future water and sanitary sewerage facilities. See Albemarle County Code Sec. 2-701, Va. Code § 15.2-5111.

Master-Metered Single-Family Units – A group of single-family residential units served by a primary meter.

Mobile Home Park – A designated area for people to live in mobile homes.

Multifamily – A building with more than one residential dwelling unit built for, and occupied by, private households. This includes apartments and condominiums served by a single connection to the public main. Multifamily does not include nursing homes, hotels, assisted living facilities or business concerns engaged in providing housing accommodations as well as other significant services (i.e., preparation of meals, health care, housekeeping, etc.) which are all classified as commercial or institutional establishments.

Nonpotable Water - Water that is not safe for human consumption or that is of questionable potability.

Nursing Care Facility - A facility or any identifiable component of any facility licensed by the Virginia Department of Health in which the primary function is the provision, on a continuing basis, of nursing services and health-related services for the treatment and inpatient care of two or more nonrelated individuals, including facilities known by varying nomenclature or designation such as convalescent homes, skilled nursing facilities or skilled care facilities, intermediate care facilities, extended care facilities, and nursing homes.

Person - Any individual, firm, corporation, association, society, or group.

Plumbing Fixture - Installed receptacles, devices or appliances supplied with water or that receive or discharge liquids or liquid-borne wastes.

Plumbing System - The water supply distribution pipes, plumbing fixtures, including their respective connections, devices, and appurtenances within the property lines of the premises; and water-treating or water-using equipment.

Pollution – An impairment of the quality of water to a degree which does not create a hazard to the public health, but which affects the aesthetic qualities of the water for domestic use. Compare this term with contamination.

Potable Water – Water deemed safe for human consumption. The bacteriological and chemical quality of this water conforms to the requirements of the U.S. Environmental Protection Agency's National Primary Drinking Water Regulations, and the *Waterworks Regulations* of the Virginia Department of Health.

Premise – Any building, group of buildings, or land upon which buildings are to be constructed which is or may be served by the facilities of the Service Authority.

Primary Meter – An ACSA water meter installed to measure water supplied to a customer.

Private Water Supply System – The water service pipe, the water-distribution pipes, and the necessary connecting pipes, fittings, control valves, and all appurtenances on the premises downstream of the service connection. The private water supply system is the sole responsibility of the property owner, or designated agent of the owner.

Public Sewer – A sanitary sewer which is owned and operated by the Service Authority.

Rain Sensor - An electric device that measures rainfall and will override the irrigation cycle of an irrigation system, thus turning it off when a predetermined amount of rain has fallen. To meet the requirements of this section, a rain sensor shall be adjusted to shut off irrigation systems in response to one-fourth (1/4) inch or less.

Reduced Pressure Zone (RPZ) Assembly – A testable backflow prevention assembly consisting of two independently-operating, spring-loaded check valves, a reduced pressure zone between the check valves, a relief valve in this zone, and test cocks. An RPZ is the highest quality backflow prevention assembly, being designed to protect against a non-health hazard (pollution) or a health hazard (contamination) under conditions of both backpressure and backsiphonage.

RWSA - The Rivanna Water and Sewer Authority, its representatives and designated agents.

Sanitary Sewage - That water-carried waste which derives principally from dwellings, business buildings, institutions, industrial establishments and the like, exclusive of any storm and surface waters.

Sanitary Sewer - A sewer to which storm, surface and ground waters are not intentionally admitted.

Service Connection – The point at which the ACSA potable water distribution system joins a customer's private water supply system. This is the location at which the ACSA loses jurisdictional and sanitary control of the water.

Sewage - A combination of water-carried waste from residential, commercial, institutional, and industrial establishments, together with such ground, surface and storm waters as may be present.

Sewer Volume Charge - The charge made on all users of the public sewerage system whose wastes do not exceed in strength the concentration values established as representative of normal domestic sewage.

Sewerage - The system of sewers and appurtenances for the collection, transportation, pumping, and treatment of sewage.

Shall or will - is mandatory; **may** is permissive.

Supplementary Water Supply – Any water source or system, other than the potable water supply, that may be available within a building or on the premises. This includes water from such sources as cisterns, wells, springs, ponds, or streams, and may include process or other used water.

Undeveloped Lot - Any parcel of land on which no building exists which requires water or sewer for occupancy.

Wastewater Collection System - Sanitary sewers, manholes, and pump stations used to convey wastewater to a wastewater treatment plant for processing.

Water Line or Main - A pipe or conduit for transporting water.

Water Service - The pipe which extends underground from the Water Line to the building or point of use. The ACSA portion of the service is from the Water Line to the ACSA water meter. The private portion is from the water meter to the building or point of use.

Water System - All structures, appliances and equipment owned and operated by the Authority and used to collect, store, and transport water for drinking or domestic use and the distribution of water to the public.

SECTION 2 - CONSTRUCTION SPECIFICATIONS

2-01. GENERAL.

1. The Authority shall establish, and revise as necessary, General Water and Sewer Construction Specifications (Construction Specifications) to govern the design and construction of water and sewer facilities, and materials used therein, which are to be accepted into the Authority's water and sewer systems. The General Water and Sewer Construction Specifications can be found at www.serviceauthority.org.

SECTION 3 - POLICY REGARDING SERVICE TO NEW DEVELOPMENTS

3-01. CONSTRUCTION AND OWNERSHIP OF NEW FACILITIES.

1. The developer of any new subdivision or site intended for residential or commercial use or any combination thereof, or the developer of any industrial or institutional site, shall construct all sanitary sewer and water facilities required for the development at the developers expense. Immediately upon completion and acceptance of the construction work, the sanitary sewer and water facilities shall be dedicated to the Albemarle County Service Authority on a form prescribed by the Authority. The Service Authority shall have the right at any and all times to make, connect or permit new connections, extensions, or improvements or to otherwise use the dedicated facilities in the best interests of the Service Authority.
2. The facilities to be dedicated include pipelines and appurtenances, water service lines from mains to meter connections, pumping stations, land and rights, and other necessary components of the sanitary sewer and water systems. Service lines from buildings to the public sewer or water meter shall be maintained by the owner of the building(s) and installed at the applicant's expense.
3. The ACSA's responsibility for maintenance, repair, and replacement of its water system, including all mains, services and appurtenant equipment thereon, ends at the ACSA meter serving the customer or the isolation valve serving the fire line. The customer is responsible for all repair and maintenance of the water service, water main, and appurtenant equipment thereon, running from the ACSA's meter or isolation valve to the premise served.
4. The ACSA's responsibility for maintenance, repair, and replacement of its sanitary sewer system, including all mains, manholes and appurtenant equipment thereon, ends at the ACSA public sewer main or manhole serving the customer. The customer is responsible for all repair and maintenance of the building sewer, and appurtenant equipment thereon, running from the ACSA's main or manhole to the premise served.
5. The developer shall be responsible for all repair and maintenance of the ACSA facilities between Initial Acceptance and Final Acceptance and then for one (1) year from the date of Final Acceptance.

3-02. PLAN REVIEW.

The Service Authority shall, in conjunction with its Engineers, review and approve, prepared plans for all projects for developing, extending, or any construction of, water mains and sanitary sewer lines, and all pertinent connections, structures and accessories proposed thereto within the Jurisdictional Areas, prior to any construction of such project.

The ACSA shall determine the size, location, depth and construction specifications of all facilities which will become a part of its system or serve its system.

3-03. AUTHORITY STANDARDS TO BE USED IN CONSTRUCTION.

Materials, workmanship, and procedures used in the work shall be in accordance with the *Construction Specifications* established and approved by the Authority.

3-04. SITE INSPECTIONS.

During progress of the work, the members of the Authority or their authorized Engineers, inspectors or others who are directly concerned with the work shall have access to the locations of construction for the purpose of establishing to their satisfaction that the projects are being constructed to the Authority's requirements and in accordance with approved plans and specifications.

The Authority shall have access to use the airspace above the locations of construction for the flight of Unmanned Aerial Vehicles for the purpose of imagery collection.

3-05. INITIAL ACCEPTANCE OF NEW FACILITIES.

1. When all the ACSA facilities for a project have been constructed and are ready for operation, the developer or owner shall apply for Initial Acceptance from the Authority. No water meters shall be installed for a project until the project receives Initial Acceptance. The Executive Director, or their designee, shall grant Initial Acceptance on satisfaction of the following conditions:

- A. All water and sewer facilities shown on the approved Plans for the project have been constructed, tested, disinfected, inspected by the Authority and are ready to be placed in service.
- B. Sitework and construction for the project has progressed to a point that ACSA is reasonably assured that its facilities will not be damaged by the remaining construction.

- C. The facilities have been dedicated to the Authority on a form prescribed by the Authority.
 - D. The as-built plans have been approved by the Authority.
 - E. All easements for the facilities have been accepted by the Authority and recorded.
 - F. That all matters relative to specific contracts between the developer or owner and the Authority are in order.
2. Acceptance of the newly constructed facilities, when approved by the Authority, shall be made in writing to the developer or owner responsible for the construction.
3. The issuance of the written form of Initial Acceptance of any such facilities shall constitute an irrevocable agreement between the developer or owner responsible for construction and the Authority; and any officers, agents, servants and employees of the Authority shall be indemnified and held harmless by the developer or owner from liability and responsibility of any nature and kind for costs, including attorney fees, or payments on, labor, equipment, or material used in construction of the accepted facilities or on account of any patented or unpatented invention, process, article or appliance manufactured for or used in construction of, or for the intended operation of, the accepted facilities.

3-06. FINAL ACCEPTANCE OF NEW FACILITIES.

After completion of all sitework, paving, required landscaping and building construction, the developer or owner shall apply for Final Acceptance of the facilities by the Authority. The Authority shall make a final comprehensive inspection of the completed project and shall be satisfied as to proper construction and operation of the facilities before issuing Final Acceptance for the facilities. The developer shall be responsible for any repair or maintenance of said facilities for one (1) year from the date of final acceptance.

SECTION 4 - POLICY REGARDING OFF-SITE EXTENSIONS**4-01. GENERAL.**

Off-site extensions of water and/or sanitary sewer lines to serve new developments shall be the responsibility of the developer. An off-site extension is defined as an extension of a water and/or sanitary sewer line by a developer from the developer's property boundary as determined by the Authority to existing Authority facilities.

SECTION 5 - POLICY REGARDING OVERSIZE MAINS**5-01. OVERSIZE MAINS.**

1. The Service Authority may require a developer to install a water and/or sewer main larger than that required to adequately serve the developer's property. In such case the developer and the Authority shall enter into a written contract agreeing to the terms of the reimbursement prior to the project starting construction.
2. The reimbursement amount shall be the cost difference of the labor, equipment and materials to install the size line required by the Authority and the size line adequate to serve the needs of the developer.
3. The reimbursement amount shall be determined by the Director of Engineering and shall be based on the Authority's annual contracts, recent bids received by the Authority, other public bids for similar work performed in the area, or other objective criteria.
4. The total reimbursement amount and the provisions for reimbursement shall be incorporated into the contract. Reimbursement shall not be made until such mains receive Initial Acceptance.

SECTION 6 - POLICY REGARDING SERVICE TO DEVELOPED AREAS**6-01. GENERAL.**

The Authority may, at its option, install water and/or sewer facilities within a developed area when, in the Authority's opinion, the installation of such facilities is economically feasible and justifiable, and the finances of the Authority are such as to warrant the necessary expenditure.

SECTION 7 - APPLICATION FOR SERVICES

7-01. GENERAL.

1. Water and sanitary sewer service is available on a first come, first served basis. Approval of construction plans, or issuance of an availability letter is not a guarantee of capacity for a project. The Authority reserves all rights to exercise its sole discretion before allowing the extension or increase of the water and/or sanitary sewer system.
2. The Authority shall accept, review, and render decision on applications for water and sanitary sewer service to the premises described in the application from any applicant who owns or legally represents the owner(s) of land, or who is a tenant of land, within the Jurisdictional Area.
3. The Authority reserves the right to approve, revise, request additional data or design information on, or to disapprove any such application or plans pertinent thereto.
4. Application for service may be made in person, by phone, fax, or email. In either case, all information requested by the Authority must be provided before an application is approved. All applicable fees and charges must be paid before service is provided.
5. To prevent water damage, the applicant for water service to any existing premise to which public water has previously been supplied must arrange to have someone with access to the premises present when the water is turned back on. Twenty-four (24) hours' notice will normally be required to schedule such turn-on.

7-02. SERVICE TO EXISTING CONNECTIONS.

When an application for water and/or sanitary sewer service is for a premise previously or currently billed for such service, the account for that premise will be transferred to the applicant's name on the day service is requested. The meter and appurtenances will be examined for condition and proper installation on that day, and a reading taken in order to begin recording the customer's consumption. If the applicant is not the premise/property owner, a tenant deposit will be required prior to establishing service.

7-03. NEW RESIDENTIAL AND COMMERCIAL CONNECTIONS - EXISTING FACILITIES.

Applications for initial water and/or sewer service for existing or proposed new individual or multiple dwellings or commercial establishments to which the Authority's service facility is immediately adjacent and available, shall be made in duplicate on a form prescribed and furnished by the Authority for the purpose of such application and each form shall be accompanied by measurements, maps, drawings and such other data as will clearly establish and indicate the physical location within the Jurisdictional Area of the premise(s) for which the application is submitted and the location on the premise(s) of the service or services applied for.

Payment of applicable fees and charges will be accepted upon presentation of a current approved building permit, a copy of which may be retained by the Authority. Should this permit expire, the fees will be returned to the applicant. Payment prior to actual completion of construction does not constitute a guarantee of service, which is provided on a first-come, first-served basis to applicants ready for such service. Neither does such payment authorize the applicant to use the service(s) applied for until the installation has received the necessary inspection approvals from the appropriate State and/or local agencies.

7-04. NEW RESIDENTIAL AND COMMERCIAL CONNECTIONS - NEW FACILITIES.

Where water and/or sewer service is desired to serve residential and/or commercial premises and provision of such service shall require the construction of new water and/or sewer facilities, application shall be made to the Authority as required in the General Water and Sewer Construction Specifications.

7-05. NEW IRRIGATION CONNECTIONS

In order to obtain a dedicated irrigation meter, the following process shall be followed:

1. The applicant shall apply for an irrigation meter and provide flow and demand requirements of the proposed system for proper sizing of the meter.
2. Upon the Authority's approval of the irrigation system the applicant shall apply for a backflow permit with the County of Albemarle.
3. The County of Albemarle must inspect the system to ensure that the backflow assembly is in place.
4. The Authority shall set the meter.
5. The applicant shall provide the Authority with a date and time backflow assembly will be tested.

6. The Authority shall confirm inspection by the County of Albemarle, ensuring backflow test has been scheduled and shall unlock the meter.
7. The applicant provides the Authority with passing test results for backflow assembly.

7-06. INDUSTRIAL CONNECTIONS.

Application for proposed water and sewer facilities to serve any type of industrial establishment within the Jurisdictional Areas shall be made in writing to the Authority. Complete information regarding plant location, type of industry, raw and finished products, approximate volume of utility requirements, type of industrial wastes to be discharged, proposed facilities for pre-treatment of industrial wastes, and other data pertinent to the industry, shall accompany the application. The applicant for water and sanitary sewer services to serve industrial establishments shall conform to the requirements for application outlined in 7-02, 7-03 and 7-04 above, as may be governed by the location of the proposed industrial site.

7-07. TEMPORARY WATER SERVICE.

Temporary water service will be provided for builders and developers at construction sites under the following conditions:

- A.** The applicant for temporary service must sign an agreement stipulating the temporary nature of the service on a form provided by the Authority, and pay a charge to cover the costs of servicing this special account. If the applicant wishes to extend the temporary service beyond ninety days, the applicant must pay an additional charge for each thirty-day extension. The additional charge must be paid before the end of the existing service period. See Appendix B.
- B.** The Authority will assess a deposit sufficient to cover the replacement cost of the meter installed to monitor consumption (see Appendix B for the deposit schedule). This deposit, less any expenses for maintenance and/or repair of the meter, may either be refunded after the temporary service is terminated or applied to the connection charges due for regular service to the premise.
- C.** Water consumption will be billed at the then-current rates.
- D.** No water will be allowed to pass into the building sewer lateral until that lateral has been passed by the County Inspections Department.

7-08. TEMPORARY USE OF FIRE HYDRANTS.

Temporary use of fire hydrants for non-firefighting purposes may be authorized by the Executive Director. Use of fire hydrants shall not be approved to circumvent the installation of a permanent metered water connection. The following procedures apply to non-fire-related uses of fire hydrants:

- A.** Written authorization must be obtained from the Authority prior to use of any fire hydrant. The Authority may designate specific fire hydrants for use and establish conditions under which use will be permitted. Failure to comply with all conditions or to pay all charges will result in revocation of the authorization.
- B.** All non-fire-related uses of fire hydrants shall be through a fire hydrant meter. Upon written application, authorization may be granted for use of a fire hydrant meter for 90 consecutive days and may be renewed for additional 90 day periods. At the time of application, a deposit shall be charged. See Appendix B.
- C.** When authorization for use of a fire hydrant is granted to water haulers, or contractors filling tank trucks for distribution of water throughout a construction site, the water tank shall be inspected by Authority personnel for proper backflow protection. A certificate shall be issued for the tank upon satisfactory inspection and shall remain with the tank at all times.
- D.** All water acquired through a fire hydrant meter shall be charged at twice the current Non-Residential and Multi-Family Residential Rate. Meter readings of fire hydrant meters shall be reported to the Authority by the 4th of every month. The authorized user of a fire hydrant meter will be invoiced each month with charges for actual consumption registered by the fire hydrant meter, plus a monthly usage fee. Failure to submit a meter reading will result in a non-refundable fee. See Appendix B. Failure to submit a meter reading may also be cause for confiscation of the fire hydrant meter and a forfeiture of the deposit. Any fire hydrant meter failing to register consumption for three consecutive months shall be returned to the Authority immediately.
- E.** Upon the return of a fire hydrant meter at the end of the authorization period, the refundable portion of the deposit shall be held no longer than 30 days, pending the testing of the meter and

backflow prevention assembly for damage. The cost of repairing or replacing the meter or backflow prevention assembly, damages to the fire hydrant or surrounding area, and any unpaid volume charges shall be withheld from the deposit. If the deposit is insufficient to cover such repair work or unpaid charges, the additional costs will be assessed to the user.

F. Fire hydrant meters held for a 12-month period shall be returned to the Authority on the one-year anniversary of the issuance date for testing of the meter and backflow prevention assembly. The applicant will be given a replacement fire hydrant meter and will be billed directly for the repair or replacement of any components of the fire hydrant meter assembly found to be damaged.

G. Failure to return a fire hydrant meter shall be cause for the forfeiture of the deposit.

SECTION 8 – CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION

8-01. INTRODUCTION.

Protection of the quality of drinking water that the Albemarle County Service Authority (ACSA) provides to each of its customers is of paramount importance. Contamination or pollution of the water can potentially result from the physical connection that exists between the ACSA potable water distribution system and the private water supply system of each of its customers. Further, various cross-connections within customers' private systems are possible due to the numerous uses of the potable water. As a result of this potential contamination, and due to the common physical forces of backpressure and backsiphonage, intense focus on the prevention of cross-connections and backflow is critical to maintain water quality.

8-02. PURPOSE.

This Section is adopted for the following purposes:

1. To comply with the requirements of Part II, Article 4 (Section 12 VAC 5-590-580 through Section 12 VAC 5-590-630) of the Commonwealth of Virginia, Department of Health (VDH), *Waterworks Regulations*.
2. To protect the ACSA potable water distribution system from the possibility of contamination or pollution by (a) preventing, eliminating, or controlling cross-connections, actual or potential, that exist within the private water supply system(s) of each customer, and (b) isolating within each customer's private water supply system(s) all such contaminants or pollutants that could potentially enter the public system by backflow.
3. To provide for a systematic program of cross-connection control and backflow prevention to safeguard the quality of the ACSA potable water distribution system.

8-03. APPLICABILITY.

With the understanding that the physical connection between the ACSA potable water distribution system and the private water supply system of each customer serves as a potential source of contamination or pollution, the provisions of this Section are applicable to every ACSA water customer.

Mandatory installation and testing of an approved backflow prevention assembly (hereinafter referred to as "assembly") on the domestic water supply are required of all customers in the billing classifications of Industrial, Institutional, Commercial/Other, and Commercial/Office. Mandatory installation and testing of an assembly on the domestic water supply may be required of a customer in the Residential classification if the ACSA has knowledge of certain activities, practices, or internal plumbing arrangements that could present a hazard to the ACSA potable water distribution system.

Mandatory installation and testing of an assembly on an irrigation system or a fire suppression system are required of all customers in all billing categories that maintain such a system(s).

8-04. ACSA ADMINISTRATION.

In accordance with 12 VAC 5-590-600.A. of the *Waterworks Regulations*, at least one ACSA employee shall be designated as responsible for the inspection of the waterworks for cross-connection control and backflow prevention. Ultimate responsibility shall be held, and certain decisions in the program shall be made, by the Executive Director. Additionally, the ACSA shall review the cross-connection control program and this written plan every five (5) years and update as necessary.

8-05. PROGRAM RESPONSIBILITIES.

An effective cross-connection control and backflow prevention program requires the cooperation of not only the ACSA and its water supply customers, but also the Rivanna Water and Sewer Authority (RWSA), the Albemarle County building officials, the certified backflow prevention assembly testers (hereinafter referred to as "tester(s)"), and the Virginia Department of Health (VDH). Each of these individuals or groups has certain responsibilities in the program; some of these are listed below and will be discussed throughout the Section.

8-06. RESPONSIBILITIES OF THE RWSA.

The RWSA is responsible for the construction, maintenance, and operation of the North Rivanna, South

Rivanna, Observatory, Crozet, Red Hill, and Scottsville water treatment plants, and related appurtenances, and for the delivery of potable water from these plants to the ACSA distribution systems.

8-07. RESPONSIBILITIES OF THE ACSA.

1. The ACSA shall solely manage the cross-connection control and backflow prevention program in accordance with the Commonwealth of Virginia, Department of Health, *Waterworks Regulations*.
2. The ACSA shall have full responsibility for maintaining the quality of the water delivered to our Urban Area, Crozet, Red Hill, and Scottsville waterworks distribution systems, ending at the service connection of each customer.
3. The ACSA shall provide continuing evaluation and identification of all cross-connection and backflow hazards having the potential to impair the quality of water delivered to its customers. This shall include assessments of each residential and non-residential customer's private water supply system, and a determination of the degree of hazard, if any, to the waterworks.
4. To facilitate the assessment of each residential and non-residential customer's private water supply system, the ACSA Cross-Connection Control and Backflow Prevention Program shall maintain an accurate and up-to-date inventory of the ACSA water customers.
5. Assessments of residential and non-residential customers' private water supply systems may be accomplished through questionnaires, surveys, voluntary inspections by owners, telephone or electronic communications, discussions with testers knowledgeable of a residence or facility, or by on-site ACSA inspections and interviews.
6. The ACSA shall require the installation, maintenance, and testing of an assembly on the domestic water supply system of each customer in the following classifications of water service: Industrial, Institutional, Commercial/Other, and Commercial/Office.
7. The ACSA may require the installation, maintenance, and testing of an assembly on the domestic water supply system of a customer in the Residential classification if there is known to exist certain activities, practices, or internal plumbing arrangements that could present a hazard to the ACSA potable water distribution system.
8. The ACSA shall require the installation, maintenance, and testing of an assembly on any irrigation system of a customer, regardless of classification, who maintains such a system where water is supplied by the ACSA.
9. The ACSA shall require the installation, maintenance, and testing of an assembly on a fire suppression system of any customer, regardless of classification, who maintains such a system.
10. The ACSA shall have the right to request inspection of the private water supply system on the premises of a customer in the classifications listed in 8-07.6, as frequently as may be necessary to ensure the safety of the ACSA potable water system.
11. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer with a required backflow prevention assembly on a domestic or fire suppression system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system.
12. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer with a required backflow prevention assembly on an irrigation system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system. Entry to a residence, garage, or other building on the premises shall be necessary only if a portion of the irrigation system or the assembly is located in these structures.
13. The ACSA shall have the right to request inspection of the private water supply system on the premises of a Residential customer if sufficient evidence exists that the safety of the ACSA potable water distribution system may be compromised.
14. In accordance with 12 VAC 5-590-550.B. of the *Waterworks Regulations*, the ACSA shall maintain all records of facility inspections, questionnaires, location of assemblies, and the testing and maintenance of each assembly for a period of at least ten (10) years.
15. The ACSA shall maintain, and make available, a list of testers Certified by the Commonwealth of Virginia.
16. The ACSA shall provide general and specific information to all water customers, especially those who have installed an assembly, or who have been asked to do so. Such consultation shall include the requirements for certain assemblies, options the customer may have, and may require a visit to the residence or facility to provide the most thorough and accurate information.
17. The ACSA shall send reminder notices to customers possessing a backflow prevention assembly

that the annual test of the assembly is due.

18. The ACSA shall develop and maintain an educational program for its residential and non-residential water supply customers so that they have a basic understanding of cross-connections, and the potential dangers of backflow to the potable water distribution system.
19. The ACSA shall strongly recommend the installation of hose bib vacuum breakers on the outside faucets of residences and commercial facilities where the device is not an integral part of the hose bib.
20. The ACSA may discontinue water service to its customers if the pressure in the distribution system drops below 20 psi for any reason.
21. Should there occur a backflow event in which contamination or pollution is known to have been introduced into the potable water distribution system, the ACSA shall take prompt corrective action to confine or eliminate the contamination or pollution and shall immediately notify the VDH.

8-08. RESPONSIBILITIES OF A WATER CUSTOMER.

1. No water supply customer shall knowingly establish a cross-connection between the ACSA potable water supply and a supplementary water supply that could potentially be a source of contamination or pollution.
2. The owner or designated agent (hereinafter referred to as "owner") of a facility provided potable water by the ACSA in the classifications of Industrial, Institutional, Commercial/Other, and Commercial/Office shall be responsible for the installation of an assembly on the domestic water supply. Installation shall occur within three (3) months of notification by the ACSA. However, if the ACSA determines that a high degree of hazard exists at the facility, installation shall occur within thirty (30) days of notification.
3. The owner of a facility or residence provided potable water by the ACSA, and who maintains an irrigation system, regardless of classification, shall be responsible for the proper installation of an assembly. Installation shall occur with initial construction of the irrigation system, or within thirty (30) days of notification by the ACSA.
4. The owner of a facility or residence provided potable water by the ACSA and who maintains a fire suppression system, regardless of classification, shall be responsible for the installation of an assembly. Installation shall occur with initial construction of the fire suppression system, or within thirty (30) days of notification by the ACSA.
5. The owner of a facility or residence with an assembly shall maintain the assembly in good working order, and shall make no arrangements or modifications for the purpose of by-passing or defeating such an assembly.
6. The owner of a facility or residence with an assembly shall provide for an inspection of, and an operational test to be performed on, such assembly. Inspection and testing shall occur at least annually, and the expense shall be borne by the owner. Inspection and testing shall be performed by a tester who maintains current certification with the Commonwealth of Virginia.
7. The owner of a facility or residence with an assembly on an irrigation system shall be required to provide for an inspection of, and an operational test to be performed on, such assembly at system start-up in the spring, regardless of planned usage of the water.
8. The annual inspection and testing of an assembly associated with an irrigation system shall also include inspection and testing of the system's rain sensor, as required in Section 17-02.C of these *Rules and Regulations*.
9. The owner of a facility or residence with an assembly shall ultimately be responsible that all test results, inspection reports, maintenance records, and disconnection service documents be provided to the ACSA within ten (10) calendar days of the completion of such work.
10. The owner of a facility or residence with an assembly shall ultimately be responsible for scheduling the on-going annual inspection and testing of any such assembly.
11. The owner of a facility with an assembly shall notify the ACSA when the nature of the use of the property changes, so as to assess the acceptability of the existing assembly.
12. Should a backflow event occur, the customer shall immediately notify the ACSA and take steps to confine the contamination or pollution.

8-09. RESPONSIBILITIES OF A CERTIFIED BACKFLOW PREVENTION ASSEMBLY TESTER.

1. A tester shall maintain certification with the Commonwealth of Virginia as described in Section 8-16.
2. A tester shall provide all records of inspection and testing to the ACSA within ten (10) calendar days of the completion of such work.
3. In the event of the failure of an assembly, a tester shall repair or replace the assembly in accordance with the degree of hazard associated with the facility, as described in Section 8-15.14.
4. A tester who services and tests irrigation systems, both residential and non-residential, shall perform the annual test on the assembly at system start-up in the spring. Additionally, this service shall also include inspection and testing of the system's rain sensor, as required in Section 17-02.C of these *Rules and Regulations*.
5. A tester shall tag all indoor assemblies upon testing. At a minimum, the tag shall provide the name of the tester, the company and its contact information, and the date the test was performed.
6. A tester, regardless of the system serviced, is strongly encouraged to establish a schedule with customers, and to notify them in advance when the annual test is due. With this arrangement, the customer, the tester, and the ACSA shall all benefit.

8-10. CROSS-CONNECTIONS PROHIBITED.

The ACSA potable water distribution system shall be designed, installed, and maintained in such a manner as to prevent contamination or pollution, originating from non-potable liquids, solids, or gases, from being introduced into the potable water distribution system through cross-connections or any other piping connections to the system.

Cross-connections within the private water supply system of an ACSA customer, in which the ACSA potable water provided to the customer may potentially be contaminated or polluted by a connection to a supplementary water supply, or by process water, used water, or any other source of non-potable water or water of questionable quality, are strictly forbidden. Complete physical separation of the ACSA potable water from any other supply of water must be accomplished with an approved air gap, or by other appropriate means, as determined by the ACSA.

8-11. BACKFLOW PREVENTION WITHIN THE ACSA WATER SYSTEM.

The ACSA potable water distribution system shall be protected against backflow by installing and maintaining approved Reduced Pressure Zone backflow prevention assemblies (RPZs) at all locations where backsiphonage or backpressure within the system may occur. This includes, but is not limited to, all wells, pump stations, and maintenance facilities.

8-12. BACKFLOW PREVENTION AT CUSTOMER SERVICE CONNECTIONS (CONTAINMENT).

The ACSA potable water distribution system shall be protected against backflow at the service connections of all customers listed in Section 8-07.6-9. This includes all of the specific facilities listed in 12 VAC 5 590-610 of the *Waterworks Regulations*, plus all other industrial, institutional, and commercial facilities. It also includes residences where there is reasonable concern for a potential cross-connection or backflow hazard.

8-13. INSTALLATION OF BACKFLOW PREVENTION ASSEMBLIES.

1. Assemblies shall be installed, maintained, and tested by the owner of the facility or residence, at the owner's expense.
2. Assemblies shall be approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, or by the American Society of Sanitary Engineers.
3. Assemblies shall be installed in accordance with the manufacturer's instructions and the Uniform Statewide Plumbing Code.
4. Assemblies shall be installed so that they are accessible for inspection, testing, and repair.
5. Assemblies for containment shall be installed on the customer's premises as part of the customer's private water supply system. The location of the assembly shall be determined by the system(s) being protected. In all cases, the assembly shall be positioned upstream from any unprotected branch of the plumbing. Installation of an assembly at a location downstream from the service

connection does not eliminate the customer's responsibility to protect the ACSA potable water distribution system from contamination or pollution between the service connection and the assembly.

6. Assemblies shall be protected from freezing.
7. To the best of the owner's ability, assemblies shall be protected from vandalism.
8. RPZs shall not be installed in underground vaults or pits and shall be installed so as to be protected from flooding. Further, RPZs that are installed within a building shall be provided with the means to convey the discharge of water to a suitable drain.
9. There shall be a provision for thermal expansion when an assembly is installed on a system that uses hot water.
10. For an air gap installation, the physical separation must be accomplished with an approved air gap, and all piping between the customer's supply line and the receiving vessel shall be entirely visible.
11. No customer shall modify, bypass, or remove an assembly without the notification and approval of the ACSA.

8-14. REQUIRED/ACCEPTABLE BACKFLOW PREVENTION ASSEMBLIES.

The type of assembly that is required or acceptable is based upon the existing or potential degree of hazard.

Customer Water Supply System	RPZ Required	RPZ Acceptable	DC Acceptable
Domestic, Residential (Low Hazard) ^{1,2}		X	X
Domestic, Residential (High Hazard) ^{1,2}	X		
Domestic, Non-Residential (Low Hazard)		X ³	X
Domestic, Non-Residential (High Hazard)	X		
Fire Suppression, Residential or Non-Residential	X ⁴	X	X
Irrigation, Residential or Non-Residential	X ^{5,6}		

PZ – Reduced Pressure Zone Assembly

DC – Double Check Valve Assembly

¹ an assembly is needed only where certain activities, practices, or internal plumbing arrangements are known to exist.

² includes buildings four (4) or more stories in height, per 12 VAC 5-590-610.E of the VDH *Waterworks Regulations*.

³ recommended.

⁴ if the system contains any of the following: storage; booster pump; foam or other fire retardant; anti-freeze, or another chemical additive.

⁵ considered high hazard due to the potential for biological and/or chemical contamination.

⁶ a yard hydrant constructed with an approved air gap to prevent drain water from reaching the service line shall not require additional backflow protection; see Section 08-18.

8-15. MAINTENANCE AND TESTING OF BACKFLOW PREVENTION ASSEMBLIES.

1. The testing of an assembly shall be conducted only by an individual who is certified by the Commonwealth of Virginia (see Section 8-16).
2. An assembly shall be tested upon installation. For service to a new facility, this shall be prior to the delivery of water to the customer.
3. Assemblies shall be tested annually thereafter.
4. For the testing of RPZs, the pressure drop across check valve #1 shall be a minimum of 5.0 psi, and the pressure relief valve shall open at a minimum of 2.0 psi.
5. For the testing of DCs, both check valve #1 and check valve #2 shall close at a minimum drop of 1.0 psi.
6. All indoor assemblies shall be tagged upon testing. At a minimum, the tag shall provide the name of the tester, the company and its contact information, and the date the test was performed.
7. The testing of assemblies shall be documented on the test report form provided by the ACSA; the

submittal of other forms may be rejected.

8. Incomplete test reports, or reports that have not been signed, shall be rejected.
9. In all instances, the person who signs a test report shall be responsible for the accuracy of the report.
10. Test reports shall be submitted to the ACSA within ten (10) calendar days of testing.
11. While test reports may be submitted by the tester, the owner of the assembly(ies) is ultimately responsible for test report delivery to the ACSA.
12. A tester shall not modify the design, material, or operational characteristics of an assembly during maintenance or testing, and shall use only original manufacturer replacement parts.
13. During the testing, maintenance, or replacement of an assembly on a domestic or irrigation system, a tester shall not bypass the assembly. Where a continuous water supply is critical to a customer, two (2) assemblies, each sized to handle the temporary water flow during the period of testing or repair, shall be installed in parallel.
14. In the event of the failure of an assembly, a tester shall repair or replace the assembly in accordance with the degree of hazard. Repairs on a system considered to be a high hazard shall be completed within seven (7) calendar days, and the ACSA shall be immediately notified upon failure. Repairs on a low hazard system shall occur within thirty (30) calendar days.
15. The assemblies on the domestic supply of high hazard facilities that have been out of operation for three (3) months or more shall be tested before water service is resumed. For all other facilities, testing shall occur with six (6) or more months of not being in operation.
16. If water service to a facility has been terminated for non-compliance of testing requirements, the assembly shall be repaired or replaced, if necessary, and then tested, prior to the resumption of water service.
17. Falsification of records by the owner of an assembly or by a tester is a violation of this Section. Further, falsification by a tester shall result in the refusal of the ACSA to accept reports from the tester for at least one (1) year.
18. The ACSA reserves the right, at its own expense, to verify the test results of a tester at any time.
19. Assemblies on irrigation systems shall be tested upon system start-up in the spring.

8-16. CERTIFICATION OF BACKFLOW PREVENTION ASSEMBLY TESTERS.

1. The ACSA shall receive reports only from testers who hold a valid Backflow Prevention Device Worker certification issued by the Commonwealth of Virginia, Department of Professional and Occupational Regulation (DPOR).
2. The tester shall submit to the ACSA a current copy of the DPOR certification.
3. The individual who performs the backflow test shall hold the certification. It is not sufficient that a certified tester signs the report for a non-certified individual who performs the test.
4. Test equipment shall be properly maintained and calibrated annually by an individual or company acceptable to the ACSA, and the calibration reports shall be submitted annually to the ACSA.
5. The ACSA shall refuse to accept reports for at least one (1) year from testers known to conduct improper testing, falsify records, or be involved in other improper or unethical behavior.

8-17. BACKFLOW PREVENTION FOR ISOLATION.

In its efforts to protect the quality of the potable water distribution system, the ACSA is primarily responsible for a policy and program that confines any potential contamination and pollution within the facility in which they may arise (containment). This approach effectively prevents contamination and pollution from entering the ACSA potable water distribution system.

The internal isolation of potential contamination and pollution within a facility is a secondary concern of the ACSA. However, since backflow prevention within a facility is an important safeguard to the health of its occupants, the ACSA strongly encourages the installation of internal backflow assemblies, and shall track such assemblies. Records of the annual testing of internal assemblies shall be maintained in the ACSA database.

For a facility at which containment is provided with an RPZ, it shall be the ultimate responsibility of the facility owner to assess the internal plumbing and decide on backflow assemblies to provide isolation of the various water uses within the facility. The ACSA may recommend the installation of internal assemblies based upon surveys and shall consult with the owner or a representative of the facility.

It is important to note that the use of the term “facility” in this instance includes all of the individual stores of a “strip mall” that are served by a master water meter. The isolation of the activities of each business is strongly encouraged. Further, the ACSA recommends that an RPZ be installed within each unit since the nature of the business activities may change over time.

8-18. YARD HYDRANTS.

Yard hydrants that are installed on a customer’s private water supply system, whether residential or non-residential, are recognized as a potential source of contamination and, as such, shall require backflow protection. Consistent with underground irrigation systems, this shall be accomplished with an RPZ. However, yard hydrants that are constructed with an approved backflow prevention device to prevent drain water from reaching the service line shall not require additional backflow protection. A yard hydrant that is part of an existing irrigation system protected by an RPZ shall not require additional backflow protection.

8-19. COMMERCIAL WATER HAULERS.

Commercial water haulers who draw from an approved ACSA water hydrant shall use vehicles with the following features:

1. The fill pipe is permanently affixed to the storage container, the vehicle, or the trailer.
2. There is a flow control valve on the fill pipe that is accessible from ground level.
3. There exists an approved air gap between the end of the fill line and the opening of the tank. The air gap between the end of the fill line and the opening of the tank shall not be less than twice the diameter of the fill line. For instance, if the diameter of the fill line is four (4) inches, the air gap must be a minimum of eight (8) inches.

Additionally, all water hauling vehicles shall be inspected annually by the ACSA before being issued a hydrant meter. One copy of the inspection report shall be maintained by the ACSA. The original document shall be kept in the inspected vehicle and shall be available upon request by the ACSA.

8-20. ENFORCEMENT.

The following enforcement plan is designed to provide fair, consistent, and equitable action for violations of the policies of this Section.

1. Notice of Non-Compliance.

The ACSA shall issue a written Notice of Non-Compliance to a customer who is determined to be in violation of any provision of this Section. The notice shall state the specific violation(s), provide information on the required steps to be taken to comply with the provision, and include a timetable for compliance. A Notice of Non-Compliance for a particular incident shall be provided on one (1) occasion. This includes notification of the need for an assembly test. If corrective action has not been provided to the satisfaction of the ACSA within the stated time frame, a Notice of Violation shall then be issued.

Primary reasons for the issuance of a Notice of Non-Compliance include, but are not limited to the:

- a. Failure to correct, to the full satisfaction of the ACSA, a cross-connection identified on a customer water supply system.
- b. Failure to install an assembly in a proper manner by an assigned date.
- c. Removal or by-pass of an assembly without the approval of the ACSA.
- d. Failure to provide a passing test report for an assembly by the required date.

If the ACSA determines that a violation occurring on a customer’s private water supply system has created or contributed to the existence of an imminent hazard, such as the discovery of an unprotected cross-connection with a supplementary water supply, a Notice of Non-Compliance shall be bypassed, and a Notice of Violation (NOV) shall immediately be issued.

2. Notice of Violation.

The ACSA shall issue a written NOV for the failure to provide the corrective action required by a Notice of

Non-Compliance. The NOV shall be delivered by certified mail, shall repeat the specific violation(s), provide information on the required steps to be taken, and list the date(s) by which all corrective action must be completed. The NOV shall also state the charge to be imposed if the violation is not satisfied. An NOV related to the failure of a customer to provide a passing test report of an assembly shall allow the customer ten (10) business days to submit such a report.

8-21. VIOLATION CHARGES.

The failure to provide corrective action required by an NOV shall result in the issuance of the following charges:

1. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to correct a cross-connection that has been identified on the customer water supply system, and which is determined to be a potential high hazard situation, shall result in a charge. See Appendix B.
2. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to correct a cross-connection that has been identified on the customer water supply system, and which is determined to be a potential low hazard, shall result in a charge. See Appendix B.
3. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to install an assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
4. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to install an assembly in a potential low hazard situation, shall result in a charge. See Appendix B.
5. The failure of a customer to respond satisfactorily to an NOV, when the issue is the removal or bypass of a required assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
6. The failure of a customer to respond satisfactorily to an NOV, when the issue is the removal or bypass of a required assembly in a potential low hazard situation, shall result in a charge. See Appendix B.
7. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to provide a passing test report for an assembly in a potential high hazard situation, shall result in a charge. See Appendix B.
8. The failure of a customer to respond satisfactorily to an NOV, when the issue is the need to provide a passing test report for an assembly in a potential low hazard situation, shall result in a charge. See Appendix B.

8-22. WATER TERMINATION.

The ACSA shall terminate water service to a residence or facility for the failure of a customer to pay a charge incurred relative to a Notice of Violation, or for failure to correct the violation. New water service shall continue to be denied to a customer in this situation. Water termination shall relate to the system involved in the violation in the following manner:

System Protected by Backflow Device	Water Service Termination
Domestic Fire	Domestic Supply
Suppression	Domestic Supply
Irrigation – Auxiliary Meter	Irrigation Supply
Irrigation – Exclusion Meter ¹	Domestic Supply

¹ although the ACSA has established a program to convert or abandon all irrigation exclusion meters they are referenced here for those customers who have refused to allow the ACSA to convert their irrigation exclusion meter to an auxiliary meter or abandon it altogether.

Normal ACSA re-connection charges shall apply for a customer to resume water service. The Executive Director reserves the right to terminate water service to a customer at any time in the process described in Sections 8-20 and 8-21 if the potential risk to the ACSA potable water supply warrants such action.

8-23. APPEAL PROCESS.

A customer shall have the right to appeal a violation charge listed in Section 8-21 according to the following procedure:

1. A written intent to appeal shall be delivered to the office of the Executive Director no later than five (5) business days following receipt of the charge levied.
2. The failure to file an intent to appeal within such time limit shall be deemed a waiver of the right to appeal.
3. Upon receipt of the appeal, the Executive Director shall render a decision within fifteen (15) calendar days.
4. The possible termination of water service shall be postponed until a decision is rendered.
5. The decision shall be sent by certified mail to the appellant.

SECTION 9 - USE OF SANITARY SEWERS**9-01. RWSA REGULATIONS INCORPORATED BY REFERENCE.**

The *Sewerage User Regulations* of Rivanna Water and Sewer Authority are incorporated herein as Appendix A. These regulations set forth uniform requirements for direct and indirect discharges into the wastewater collection and treatment systems of the Albemarle County Service Authority and Rivanna Water and Sewer Authority.

SECTION 10 – METERS

10-01. GENERAL.

All water consumption except fire protection shall be metered. Meters will be supplied, installed, and maintained by the Authority. All installations will conform to the relevant sections of the *General Water and Sewer Construction Specifications*. Installed meters remain the property of the Authority and shall not be turned on or off, removed, replaced, adjusted, or tampered with in any way by the customer. The Authority may seek legal remedies for any action that interferes with the proper operation and/or registration of its meters.

As a general policy the Authority requires that each commercial establishment and residential unit have an individual meter. The Authority reserves the right in particular cases where the efficient operation and maintenance of the water system is furthered, and the safety of the water system is not threatened, to allow an individual meter to serve a single building with multiple units. Buildings configured as mixed use with multiple commercial and residential units, which might otherwise be allowed to be served with a single meter, shall require a separate meter for both the commercial and residential units.

10-02. SIZING OF METERS.

The Authority will select the size of the water meter to be installed for all premises, based on flow data furnished by the applicant. The normal size for single-family residences shall be three quarter (3/4) inches.

If a customer applies for a building permit and is adding or modifying plumbing fixtures then the Authority will evaluate the size of the water meter to determine if it is adequate, based on the current sizing procedures. If a larger meter is needed, the customer will be required to increase the size of the meter and is responsible for paying the applicable Connection Charges.

10-03. METER TESTING CHARGE.

Any customer shall have the right to demand that the meter through which water is being furnished be examined and tested by the Authority for the purpose of ascertaining whether or not it is correctly registering the amount of water being delivered through it. When a customer desires to have a meter examined and tested, such customer shall make application in writing to the Authority and shall deposit with such application the appropriate amount for the various meter sizes. See Appendix B.

If, on such examination and test, the meter shall be found to register three percent more water than actually passed through it, the meter shall be corrected and the fee charged in the application for a test shall be refunded to the applicant, and the water bill correspondingly corrected.

10-04. ACCESS TO METERS REQUIRED.

- A. All water meters as part of the Authority's water system shall be readily accessible and visible in order to facilitate meter reading, repair and maintenance including water meters located on private property. It shall be the duty of the owner of the property and also the duty of the occupant to maintain the meter so that it is accessible and visible.
- B. Whenever a water meter is not readily accessible and visible for the purposes of reading the meter or repairing or maintaining the same, the Authority shall notify the property owner and the occupant that the meter is not accessible and/or visible. Such notice shall be in writing, addressed to the owner at the address shown on the account and to the occupant at the address where the meter is located. The notice shall indicate the reasons the meter is not accessible and/or visible and shall direct that all obstructions be removed within fifteen (15) calendar days from the date of notice. If the obstructions are not removed within the fifteen (15) calendar day period, the Authority may take such action as is needed to remove the obstruction. If the Authority acts to remove the obstruction, an itemized statement of all expenses incurred, including labor costs of the Authority employees in removal of the obstruction, shall be prepared and mailed to the owner and occupant as provided herein and shall be thereafter included as part of the monthly bill. Such statement shall include a notification that failure to pay the statement amount within thirty (30) days from the date of notice will result in water service being disconnected. Disconnection of water service shall be done in accordance with Section 13-03. Delinquent Cut Off/On Fee.

- C. Appeals. The Authority's Executive Director shall consider any application of any person aggrieved by a decision that a water meter is inaccessible and/or not visible for the purposes of reading, repairing or maintaining the same. Such appeal must be filed in the office of the Executive Director within fifteen (15) days of the date of the notice from the Authority that the water meter is inaccessible or not visible.

The Executive Director shall then consider the appeal and the decision shall be final. If the decision of the Executive Director is that the meter is not readily accessible and/or visible, any obstruction shall be removed within such time as the Executive Director shall designate, which shall not be less than fifteen (15) days. Notice of the decision to comply with such decision shall be sent to the owner and occupant as provided herein. If the obstruction is not removed within the time specified, the Authority may act to remove the same and shall then follow the procedures as provided with respect to notification and discontinuance of water services.

10-05. WASTEWATER METERING STATIONS.

All wastewater metering stations shall be installed and maintained at the expense of the customer and subject to the approval and periodic inspection of the Authority.

10-06. WASTEWATER METERING – SEWER ONLY ACCOUNTS

Any customer that is connected only to the Authority's wastewater system will be metered at its private water source. These meters and metering components shall be installed at an Authority approved location and maintained at the expense of the customer and subject to the approval and periodic inspection of the Authority. The meter must meet all required specifications as determined by the Authority. Should Authority specifications change, the meter and/or related components must be updated at the expense of the customer.

SECTION 11 - DEPOSITS

11-01. GENERAL.

1. The Authority may require the applicant or customer to deposit with it initially and from time to time, as a guarantee of payment for service used, such amount of cash as in the Authority's judgment will secure it from loss. Failure to pay such deposits when due may result in termination of service.
2. The Authority will require the tenant/customer to deposit with it initially and from time to time, as a guarantee of payment for service used, such amount of cash as in the Authority's judgment will secure it from loss. Failure to pay such deposits when due may result in delay or termination of service.
3. The Authority reserves the right to return any deposit to any customer, either by check or by applying the deposit (plus interest earned, if any) to the customer's account, after satisfactory credit is established. The Authority shall, however, be under no obligation to return any deposit to any customer so long as service is being supplied or thereafter until the Authority has had a reasonable time to read and/or remove meters and to ascertain that the obligations of the customer have been fully performed.

11-02. INTEREST ON DEPOSITS.

Interest will be paid for each full month a deposit is held by the Authority from January 1, 1982, or the month of receipt, whichever is later; except that no interest will be paid on any deposit held for less than three months. The rate of interest to be paid will be set by the Board of Directors.

11-03. DEPOSIT FOR TERMINATED SERVICE.

When service has been terminated for non-payment more than once within any twelve-month period, a deposit equal to the two highest consecutive months' bills within the past twelve months, rounded to the next highest five-dollar unit, may be required, if not already on deposit with the Authority, before reconnection of service.

11-04. AMOUNT OF NORMAL DEPOSITS.

Should the Authority determine the need for deposit prior to establishing service, the normal deposit for residential and non-residential customers will be an amount equal to the two highest consecutive months' water and sewer usage at that service address within the past twelve months, rounded to the next highest five-dollar unit.

11-05. DEPOSITS FOR TEMPORARY METERS.

Deposits for temporary meters are based upon meter size. See Appendix B.

11-06. DEPOSITS FOR FIRE HYDRANT METERS.

Deposits for fire hydrant meters are based upon meter size. See Appendix B.

SECTION 12 - RATES AND FEES See Appendix B for current Rates and Fees.

12-01. GENERAL.

All fees are payable prior to connection to any facility owned or used by the Authority. Rates and fees are fixed to provide funds sufficient at all times for the following purposes:

- A.** To pay the cost of maintaining, repairing, and operating the systems on account of which revenue bonds are issued, including reserves for such purposes, and for replacement, depreciation and necessary extensions.
- B.** To pay the principal of and the interest on the revenue bonds as they shall become due and to accumulate reserves therefore.
- C.** To provide a margin of safety for making the payments above.

12-02. WATER AND SEWER RATES.

Rates for water and sewer service shall be established by the Board pursuant to the procedures specified in the Act. Normally, rates will not be changed more often than annually. The rates established will apply to all customers of the system (See Appendix B). Exceptions to these rates are as follows:

- A.** No charge will be assessed for water used for public fire protection.
- B.** Upon presentation of evidence that a customer's primary water service line leak has been promptly repaired, the water charge will be adjusted to the Residential Level 1 water rate for all water above the customer's normal consumption and no sewer charge will be made for the estimated amount of water not passing into the sanitary sewer system. Presentation of evidence must be submitted within 12 months of repair for adjustment consideration. Customers requesting to Opt-Out from the AML system are not eligible for leak relief consideration.
- C.** Upon presentation of evidence that a leak to a customer's irrigation system and/or interior plumbing system has been immediately repaired (generally, within one to two billing cycles), the water and sewer charges will be adjusted to 50% of the current, billed rates for all usage above the customer's normal consumption for that period of time. Consideration of adjustment is limited to one per **account** every three years. Presentation of evidence must be submitted within 12 months of repair for adjustment consideration. Customers requesting to Opt-Out from the AML system are not eligible for leak relief consideration.
- D.** Any meter dedicated to the service of the irrigation system, whether "auxiliary" or "primary", shall be billed as a "water only account" and shall not be subject to the sewer rates provided there is no physical connection to the public sewer system.

12-03. MONTHLY SERVICE CHARGE.

The purpose of this charge is to defray in part the cost of maintaining and replacing the water meter as well as administrative and billing each month. All dedicated irrigation meters shall be subject to the monthly service charge, even for months during which the irrigation system is not operational or during a water emergency. See Appendix B.

12-04. CONNECTION CHARGES

All new water and/or sewer connections shall pay all applicable Connection Charges before the connection(s) is made. Payment of Connection Charges for new connections will be accepted only after the issuance of a building permit.

When the size of an existing water meter increases, the customer shall pay the Water Installation Charge for the new meter and pay the difference in the applicable System Development Charges, RWSA Capacity Charges, and North Fork Regional Pump Station (NFRPS) Special Rate District Charges between the new meter size and the current meter size.

If a customer applies for a building permit and the number of ERCs served by the existing meter is increasing, the customer shall pay the applicable System Development Charges, RWSA Capacity Charges, and North Fork Regional Pump Station (NFRPS) Special Rate District Charges for the additional ERCs.

A. INSTALLATION CHARGES.

All new water connections to Authority facilities shall pay a water installation charge, the purpose of which is, in part, to defray the cost of meter installation, including necessary materials and labor. When ACSA taps the sewerline and/or installs a portion of the sewer lateral as part of a new sewer connection then the wastewater installation charge shall also be paid. See Appendix B.

B. SYSTEM DEVELOPMENT CHARGES.

All new water and sewer connections shall pay system development charges, the purpose of which is to defray, in part, the cost to Albemarle County Service Authority of providing major transmission and distribution mains, collection lines, pumping stations and storage facilities which are necessary to provide service to new customers. This charge shall be assessed on the basis of equivalent residential connections (ERC). See Appendix B.

C. RWSA CAPACITY CHARGES.

All new water and sewer connections to the Authority systems shall be assessed RWSA capacity charges to defray, in part, the cost of providing capacity for a new customer in the Rivanna Water and Sewer Authority system. This charge shall be assessed on the basis of equivalent residential connections (ERC). See Appendix B.

D. NFRPS SPECIAL RATE DISTRICT CHARGES.

All new sewer connections to the ACSA's wastewater system in the designated North Fork Regional Pump Station (NFRPS) Special Rate District shall be assessed a charge to defray, in part, the cost to the ACSA of providing gravity sewers, pump stations and force mains which are necessary to provide service to new customers within the NFRPS Special Rate District. Refer to Appendix C for a list of Tax Map Parcels within the North Fork Regional Pump Station Special Rate District and the North Fork Regional Pump Station Special Rate District Map. This charge shall be assessed on the basis of equivalent residential connections (ERC). See Appendix B.

12-05. CONNECTION CHARGES FOR IRRIGATION METERS.

All irrigation systems installed after January 1, 2006 shall be served by a dedicated service and meter.

A. Auxiliary Meters.

An Auxiliary Meter is a dedicated irrigation meter that is associated with a primary meter on the same property. It must be located immediately adjacent to the primary meter to be deemed an auxiliary meter. The Connection Charges for an Auxiliary Meter is the Installation Charge listed in Appendix B.

B. Primary Meters.

An irrigation meter that is not an Auxiliary Meter is considered a Primary Meter. The Connection Charges for an Irrigation Meter that is a Primary Meter is the Installation Charge listed in Appendix B and the System Development Charge and RWSA Capacity Charge for the applicable meter size.

12-06. TAPPING FEE.

Where the Authority provides water main taps to accommodate line extensions, fire sprinkler systems and similar uses, a tapping fee will be assessed to the customer. See Appendix B.

All water mains shall be uncovered and cleaned by the customer, who shall install tapping sleeves and valves. The excavation shall be prepared in accordance with all applicable safety regulations. Return trip charges resulting from the customer failing to properly prepare the trench and pipe for the tapping/inserting operation will be billed to the customer. These additional costs shall include labor, equipment, and overhead costs.

12-07. COST RECOVERY FOR TREATMENT OF INDUSTRIAL WASTES.

A surcharge for the higher cost of treating wastes with BOD and/or suspended solids concentrations greater than 240 parts per million shall be charged per the *Sewerage User Regulations* incorporated as Appendix A.

SECTION 13 - MISCELLANEOUS SERVICE CHARGES

13-01. GENERAL.

In addition to the rates and fees identified in Section 12 above, the following service charges will be assessed. Non-payment of any charge may result in suspension or termination of service.

13-02. ACCOUNT CHARGE.

A charge to defray bookkeeping and clerical costs will be added to the first water and/or sewer bill for new and transferred accounts. See Appendix B.

13-03. DELINQUENT CUT OFF/ON FEE.

Should any customer not pay a bill for fees and charges for water and/or sewer service provided by the Authority by the date specified in Section 14-03.2, that customer shall be deemed in default, and the Authority shall cause the water to be shut off from any or all premises then being supplied with water for that customer. The water shall not be turned on again at any such premises for that customer until all arrearages and charges of such customer are paid. See Appendix B.

13-04. RECONNECTION FEE.

1. All owners, or their authorized agents, after confirming that their premises have been vacated, shall promptly notify the Authority in writing to cut off the supply of water there from; and upon such notification in writing from the owner, agent or tenant, the Authority shall cut off the water from such premises, and at the same time record the reading of the meter. The service may be kept intact by written application of the owner to the Authority agreeing, during vacancy, to pay the service charges.

2. In case of disconnection of service, reconnection fees shall be made and collected when application is made to restore service: See Appendix B.

13-05. SPECIAL SERVICE FEE.

The customer may be charged a fee if they require any of the following: a) a meter to be turned off due to an emergency (leak on customer side), b) a return trip, after the initial attempt, to turn a meter on, c) a return trip, after the initial attempt, to install a meter, d) a trip to inspect a meter box or setter for proper specifications or, e) any service request where the issue is on the customer side of the meter. See Appendix B.

13-06. METER SIZE CHANGE FEE.

If the plumbing fixtures that are served by a meter decrease to where a smaller meter would be acceptable, as determined by Authority, a customer can request that the Authority install the smaller meter and they will be charged the actual cost of that work by the Authority.

13-07. EXCEPTIONAL PAYMENT PROCESSING FEE.

1. A charge, payable by cash only, will be assessed for any check or electronic transfer in payment of an Authority bill which is returned for insufficient funds, an invalid account number, stopped/frozen/hold/"refer to maker" payment or drawn on a closed account. If such payment was presented in order to avoid termination of service for non-payment, or to have services restored after such termination, services will be terminated and this charge, as well as any others due, must be paid in cash before service will be restored. See Appendix B.
2. A charge will be assessed for the processing of payments in forms not commonly accepted by the Authority. (Commonly accepted forms of payment include cash, check, money order, or other Authority-sponsored forms of electronic payment.) See Appendix B.

13-08. DELINQUENT PAYMENT PENALTY AND INTEREST.

1. Any regular water and/or sewer service bill not paid in full by the due date for that account will be charged a delinquent penalty on the outstanding balance. See Appendix B.
2. Any regular water and/or sewer service bill not paid in full by the due date for that account will also be assessed a late payment charge on the outstanding balance. See Appendix B.

13-09. METER RE-READ FEE.

Any customer requesting a meter to be reread, will be assessed a charge unless the previous reading of the meter is determined by the Authority to have been incorrect. See Appendix B.

13-10. PLAN REVIEW AND INSPECTION FEE.

To defray, in part, the cost of reviewing plans and inspecting the construction of new water and/or sanitary sewer facilities to be dedicated to the Albemarle County Service Authority. Fees must be paid prior to start of construction for a project. See Appendix B.

13-11. FAILURE TO REPORT FIRE HYDRANT METER READING.

Every permitted user of a fire hydrant meter failing to report the meter reading by the date specified in the permit issued for the meter shall be assessed a charge. See Appendix B.

13-12. IRRIGATION SYSTEM APPLICATION PROCESSING FEES.

Fees shall be charged to defray the cost of irrigation system plan review and meter sizing and cost estimate preparation when applicable. See Appendix B.

13-13. METER TAMPERING FEE.

Any person who either tampers with the meter assigned to the property or who installs any type of device at the connection other than the assigned meter will be subject to an unauthorized use charge. This shall also include unauthorized hydrant connection where the use of an assigned hydrant meter has been bypassed. or failure to comply with any condition of the Hydrant Meter Agreement that results in the confiscation of an assigned hydrant meter. See Appendix B.

SECTION 14 - BILLING

14-01. GENERAL.

Rates and charges not specifically included in Section 13 above will be incorporated, after adoption by the Board in accordance with the requirements of the *Act*, in a *Water and Sewer Rate Schedule*, copies of which are available upon request from the Authority. That schedule shall be the basis for all charges not specifically stated in these *Rules and Regulations* or the *General Water and Sewer Construction Specifications*.

14-02. BILLING FREQUENCY AND DUE DATES.

Water and sewer bills will normally be rendered monthly and are due at that time. Any bill not paid and/or received at the Authority's offices by the due date noted on the bill will be considered past due.

14-03. NOTICES FOR DELINQUENT BILLS.

1. Any bill not paid by the "due date" listed on the bill will be considered delinquent and a notice requesting payment will be mailed to the customer. This notice will indicate a date after which the delinquent account will be subject to disconnection.

2. The Authority may choose to give further notice; if it does so, any account for which the delinquent amount has not been received at the Authority's offices by the date and time indicated on such further notice will be assessed a reconnection charge as specified in Section 13-04 of Appendix B, whether or not the account has been physically disconnected.

14-04. PARTIAL-PERIOD BILLS.

An initial or final bill for less than a full billing period will have the service charge prorated as follows: for one to ten days, one-third (1/3) of the monthly service charge; for eleven to twenty days, two-thirds (2/3) of the monthly service charge. No proration shall be made for longer periods.

14-05. TRANSFER OF CHARGES.

Any charges outstanding on a terminated service may be transferred to any other Authority account in the customer's name and, if unpaid within the time specified in Section 14-03 above, may subject the latter account to disconnection.

14-06. MISCELLANEOUS BILLS.

Any bills other than regular water and/or sewer bills issued by the Authority are due upon presentation and shall be considered delinquent, and subject to the penalty and interest charges specified in Section 13-09 of Appendix B, if not paid within forty-five (45) days of the billing date.

14-07. FINAL BILLS.

Any customer requesting that an account be removed from their name must provide the Authority with a service termination date and a forwarding address. A final bill will be prepared from this information. Any deposit, plus earned interest, held by the Authority will be applied to such final bill, and the remaining balance due billed or the unapplied portion of the deposit refunded.

SECTION 15 - MANDATORY CONNECTION POLICY**15-01. GENERAL.**

The owner of any mobile home or building to be installed or constructed for residential, commercial or industrial use upon a lot or parcel of land lying within a jurisdictional area of the Authority and which abuts upon a street or other public way containing a potable water main or sanitary sewer main operated by the Authority or Rivanna Water and Sewer Authority shall connect such building to such potable water main and/or sanitary sewer main in accordance with these Rules and Regulations.

15-02. EXCEPTIONS.

This requirement may be waived by the Executive Director of the Authority if one or more of the following conditions exist:

- A.** The building or the mobile home replaces a building or mobile home destroyed by fire or natural disaster.
- B.** The capacity of the public water and/or sewer system is inadequate to serve the building or mobile home.
- C.** The cost of connecting the mobile home or building to the public water and/or sewer system exclusive of connection charges exceeds the cost of installing on-site well and/or septic systems.

SECTION 16 – EMERGENCY WATER RESTRICTIONS

16-01. GENERAL.

The ACSA shall in drought or water emergency conditions initiate certain actions to restrict the use of water in any or all of its service areas.

16-02. DROUGHT/WATER EMERGENCY CONDITIONS.

A. Drought/Water Emergency Watch Stage

Whenever the Rivanna Water and Sewer Authority (RWSA) determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, the RWSA shall declare a Drought Watch. During a Drought Watch, the ACSA shall request that each customer initiate voluntary water restrictions and encourage that the watering of outside shrubbery, trees, lawns, grass, plants, home vegetable gardens, or any other vegetation be conducted only between the hours of 9:00 p.m. and 10:00 a.m., and only as necessary to preserve plant life.

B. Drought/Water Emergency Warning Stage

Whenever the Board of Directors determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, and where restrictions on water use are necessary to preserve an available supply of water, the Board of Directors shall request a declaration of emergency by the Board of Supervisors. Upon the declaration of emergency by the Board of Supervisors, the Board of Directors shall declare a Drought/Water Emergency Warning and the following restrictions will apply:

1. The washing of automobiles, trucks, trailers or any other type of mobile equipment shall only be performed in a licensed certified vehicle wash facility, or by a licensed commercial mobile-washing company with written approval from the ACSA.
2. The washing of sidewalks, streets, driveways, parking lots, service station aprons, or other outdoor surfaces shall be prohibited, except where mandated by federal, state or local law. The washing of exterior buildings shall be prohibited, except when performed by a licensed commercial power-washing company with written approval from the ACSA.
3. a. The watering of outside established trees, plants, shrubs, and home gardens shall only be conducted manually between the hours of 9:00 p.m. and 10:00 a.m., using a non-leaking hose with an automatic shut-off nozzle, and only as necessary to preserve plant life. The use of outside, automatic irrigation systems, including in-ground systems, hoses, and oscillating sprinklers, shall be prohibited for all established lawns, trees, plants, shrubs, and home gardens. This limitation shall not apply to athletic fields and courts which may be watered only between the hours of 9:00 p.m. and 10:00 a.m., and only as necessary to preserve plant life.
- b. Newly seeded lawns and plantings shall be installed by a licensed contractor and shall have a 45-day establishment period from the date of installation. Sodded lawns shall be installed by a licensed contractor, shall have a 20-day establishment period and shall use no more than ½ inch of water over the sodded area daily. Irrigation of newly installed plantings, and seeded and sodded lawns shall be conducted only between the hours of 9:00 p.m. and 10:00 a.m. Prior to installing the new plantings and lawns by a licensed contractor, the customer shall provide the following to the ACSA:
 1. A written estimate of the amount of water to be used during the establishment period.
 2. A dated receipt from the licensed contractor noting the anticipated date of installation.
 3. The irrigation method to be used.

Upon receipt of the above stated items, the ACSA shall issue a written notification of approval. Failure to provide required information or initiating installation prior to receipt of written approval shall be deemed a violation.

- c. Testing and servicing of outside, automatic irrigation systems may be completed during a Drought Warning, only if the contract to install the system is dated prior to the declaration of the Drought Watch, and a copy is provided to the ACSA.

- d. The use of water through an irrigation exclusion meter shall be prohibited. (Although the ACSA has established a program to convert or abandon all irrigation exclusion meters they are referenced here for those customers who have refused to allow the ACSA to convert their irrigation exclusion meter to an auxiliary meter or abandon it altogether.)
4. The operation of any ornamental fountain or other structure with a similar use of water shall be prohibited.
5. The filling and topping of swimming or wading pools requiring more than five (5) gallons of water, shall require written approval from the ACSA. Approval shall only be considered for those swimming or wading pools contracted to be installed prior to the declaration of the Drought Watch. A copy of the contract shall be provided to the ACSA.
6. The serving of drinking water in restaurants shall be prohibited, except upon the customer's request.
7. The use of water from fire hydrants for any purposes other than fire suppression shall be prohibited, unless otherwise specifically approved by the Executive Director.
8. The operation of any water-cooled comfort air-conditioning, which does not have water-conserving equipment in operation.
9. All commercial lodging establishments shall adopt a policy which limits the daily changing of washable linens and towels, and communicate that policy to their employees and guests.

C. Drought/Water Emergency Stage

Whenever the Board of Directors determines that the water supply in any of the service areas is threatened by drought conditions or a water emergency, the Board of Supervisors has declared an emergency, and where more restrictions than previously enacted on water use are necessary to preserve an available supply of water, the Board of Directors shall declare a Drought/Water Emergency and the following additional restrictions will apply:

1. All water leaks on customers' piping shall be repaired within three (3) business days after notification by the ACSA.
2. All outdoor watering is prohibited.
3. All businesses, institutions and governmental entities shall develop and implement a written plan that will reduce the business' or entity's current use of water by twenty percent (20%). Usage shall be based on the customer's average monthly use for the twelve (12) month period prior to declaration of the Drought/Water Emergency Stage. The Executive Director shall establish a monthly usage benchmark for all businesses without a twelve (12) month billing history. This plan shall be submitted to ACSA within fourteen (14) calendar days of notification of the Drought/Water Emergency Stage.
4. All businesses, institutions and governmental entities shall prominently display, at their entrance and in each restroom and shower, signs indicating the current water emergency.
5. Emergency water rates designed to drive down water use shall be enacted. [See Appendix B for rates in effect.]
6. All exemptions previously granted under Drought/Water Emergency Warning Stage restrictions are cancelled. Customers previously granted exemptions may reapply for exemption.
7. In order to preserve water supply availability for all customers, Drought/Water Emergency Warning Stage and Drought/Water Emergency Stage restrictions shall also apply to customers served by the Scottsville and Crozet water systems.

16-03. OTHER ACTIONS.

Should water restrictions taken pursuant to Section 16.02 prove inadequate to preserve sufficient supplies of water for the citizens of the County, the ACSA may also restrict or discontinue the supply of water to any industrial or commercial activity which uses water beyond sanitary and drinking needs of its employees and invitees, and declare a moratorium on new water connections to buildings issued a building permit after the date of declaration of emergency, and restrict water use to basic human needs only.

16-04. SUDDEN CATASTROPHIC EVENTS.

The Executive Director or Board of Directors shall declare an emergency and seek similar declaration from Board of Supervisors restricting water use as deemed appropriate for the severity of the event.

16-05. COMPLIANCE.

The Executive Director shall be authorized to issue orders to effect compliance with the emergency water restrictions. The ACSA may, upon written application, permit an exemption for less than full compliance with any order of the Executive Director issued pursuant to the emergency water restrictions when, in its judgment, full compliance or compliance to any extent would create an unjust hardship.

16-06. PENALTIES.

The ACSA may impose a penalty charge on any person violating any provision of this section. For the first offense, violators shall be assessed a penalty charge. For the second and subsequent offenses, violators shall be assessed a second penalty charge. The penalty charge shall be imposed on the violator's next water bill. In addition to the penalty charge, the ACSA may terminate water service to any violator for the duration of the emergency. See Appendix B, Section 16.06.

16-07. APPEALS.

A. Any person subject to a penalty charge or a water termination order from the Executive Director issued pursuant to these rules, may appeal the charge or termination order to the ACSA. The appeal shall be in writing and filed with the Executive Director of the ACSA.

1. *Appeals Board Composition.* Any person aggrieved by an order of the Executive Director shall have the right of appeal to the Appeals Board appointed by the Board of Directors. The Appeals Board shall consist of any two members of the Board of Directors and one citizen appointed by the Board of Directors.
2. *Notice of Appeal.* Notice of the appeal shall be in writing and filed in the office of the Executive Director within five (5) days after the date of the order of the Executive Director.
3. *Hearing.* The appeal shall be heard by the Appeals Board within 30 days of receipt of the written appeal and a decision rendered within 10 days of the hearing.
4. *Decision.* Every decision of the Appeals Board under this ordinance shall be final, subject to such remedy as any aggrieved party might have at law or in equity.
5. The Executive Director shall be authorized to issue temporary waivers or exemptions within the provisions of the emergency water restrictions for such periods of time as may be necessary for the Appeals Board to formally consider such or for the Appeals Board to take appropriate action.
6. Persons who have been assessed a penalty charge shall have the right to challenge the assessed charge by providing a written notice to the Executive Director within ten (10) days of the date of the assessment of the penalty charge. The Executive Director or designee shall determine whether the penalty charge was properly assessed and notify the complaining person in writing of the determination. Any person aggrieved by the decision of the Executive Director may appeal that decision to the Appeals Board by filing an appeal in writing within five (5) days of notice of the Executive Director's decision. The Executive Director or designee, or upon appeal, the Appeals Board, may waive the penalty charge if it is determined that the violation occurred due to no fault of the person.

16-08. NOTICE AND DURATION OF RESTRICTIONS.

The above restrictions shall become effective upon their being printed in any newspaper of general circulation in the County of Albemarle, or broadcast upon any radio or television station serving the County of Albemarle. Drought Watch Stage, Drought Warning Stage and Drought Emergency Stage restrictions shall remain in full force and effect until the Board of Directors determines that a water emergency in Albemarle County no longer exists.

16-09. EXEMPTIONS.

The ACSA, through its Executive Director, may upon a person's written application, permit a full or partial exemption from the water restrictions in Section 16 Emergency Water Restrictions, when complete compliance with the restrictions would create an unjust hardship.

SECTION 17 – IRRIGATION SYSTEMS

17-01. GENERAL.

The ACSA recognizes that the installation of a well-designed and maintained underground irrigation system can minimize the quantity of water applied to landscapes by delivering water to where it is needed, and on a schedule when water is least likely to be lost to evaporation, coinciding with non-peak usage hours.

To ensure safety and efficiency, irrigation systems shall have an operational backflow prevention assembly and rain sensor (per Section 8 - Cross-Connection Control and Backflow Prevention and Section 17-02. Rain Sensors).

All irrigation systems shall be provided water by means of a dedicated connection, service, and meter. The ACSA shall make all connections to its water mains and shall specify the location, kind, and quality of all materials of the connection and service (per Section 7 - Application for Services and Section 10 – Meters).

A. Irrigation Exclusion Meters

Some irrigation systems are served by privately owned exclusion meters connected to the private water service line downstream of the ACSA meter. These meters measure the volume of water used by the irrigation system to exclude that amount from the calculation of the wastewater volume charge assessed the customer. The ACSA has established a program to convert all existing irrigation exclusion meters to an auxiliary meter or abandon them for customers who no longer want to maintain their irrigation system. The ACSA shall absorb all costs associated with this program. Customers who refuse to allow the conversion or abandonment of their irrigation exclusion meters shall be notified in writing that after 30 days from the date of notification the ACSA shall no longer reduce the wastewater volume charge on their monthly bill.

B. Water Emergencies

Meters serving irrigation systems are subject to discontinuance of service during a water emergency declared by the ACSA, as described in Section 16 – Emergency Water Restrictions.

C. Willful Waste of Water

The ACSA reserves the right to discontinue water service to any customer after notice of five business days upon the willful or wasteful use of water. This includes, but is not limited to, direct watering of impervious surfaces such as sidewalks and streets, or over-watering to the extent that soils can no longer absorb water.

17-02. RAIN SENSORS.

A. Required Installation

Rain sensors shall be installed on irrigation systems that receive water from the ACSA.

B. Required Maintenance

Rain sensors shall be set so that they automatically shut-off the irrigation system in response to one-quarter (1/4) inch of rainfall. Rain sensors shall be installed according to manufacturer's instructions, in a location that shall provide full exposure to rainfall such that accuracy of operation is assured, and shall be maintained in good working condition. No person shall, with the intent of circumventing the purpose of this section, adjust either the rain sensor or irrigation system such that the rain sensor is not able to override and turn-off the irrigation system in response to one-quarter (1/4) inch of rainfall.

C. Responsibility of Owner for Inspection

The Executive Director or designated agent may require the owner or water customer of any premises where rain sensors are installed to inspect these devices to ensure that they are installed and maintained to turn-off the irrigation system in response to one-quarter (1/4) inch of rainfall. Results of such tests shall be sent to the Executive Director or designated agent. The devices shall be tested, repaired, overhauled, or replaced, as required, at the expense of the owner or water customer.

17-03. VIOLATIONS.

The Executive Director or designated agent shall notify the owner or water customer of any premises on which there is found a violation of these Rules and Regulations. Such notice shall be in writing and shall set a reasonable time for the owner or water customer to correct the violation. The irrigation system shall not be operated until such time as the violation is corrected. The Executive Director may terminate or deny water service to any premises where the irrigation system continues to be operated without the correction of noted defects.

SECTION 18 – CARWASH CERTIFICATION PROGRAM

18-01. GENERAL.

The Carwash Certification Program (CCP) is adopted as a program for the self-service and automatic carwash facilities that are customers of the Albemarle County Service Authority. The intent of the program is to establish general operating standards for the various types of carwash operations, which will encourage water conservation and the efficient and responsible use of water in all aspects of the industry.

18-02. APPLICABILITY.

The provisions of this Section shall apply to all commercial self-service, in-bay automatic, and conveyor carwash facilities that are customers of the ACSA.

18-03. PROGRAM APPLICATION.

All eligible carwash facilities are encouraged to participate in the certification program. The application form shall identify each facility seeking certification, and shall state the type of recycled (reclaimed) water equipment installed, if any, and how the recycled water is used in the wash process. The applicant shall certify compliance with the criteria applicable to the particular type of carwash operation conducted at that facility (see Section 18-06).

18-04. FEES.

An applicant to the CCP shall pay a fee for each facility applying for certification. The fee shall cover review of the application material, and an on-site inspection visit that includes measurement of the water used for each type of wash offered to its customers. See Appendix B.

The annual renewal fee for a facility shall be as listed. See Appendix B.

18-05. INSPECTION.

An applicant to the CCP shall be subject to an on-site inspection by the ACSA, or its representative, to determine that the facility meets all appropriate criteria listed in Section 18-06. Inspections shall be conducted at least annually, and scheduled during non-business hours at the carwash to reduce the business impact of the inspection. For the automated carwashes (in-bay automatic and conveyor), this will also eliminate water use by toilets, sinks, washing machines, custom detailing, and any other water use not directly related to cleaning vehicles. Additional inspections may be conducted at any time and without advance notice.

For the automated carwashes, the facility shall supply the vehicles to be used in the measurement of water use during the wash process. These shall be standard, two-axle passenger vehicles, and shall not be ACSA vehicles or the vehicle of any ACSA employee. The wash process shall be identical to the process used during normal operations. Potable water measurements shall result from the direct reading of the facility water meter. Any additional recycled (reclaimed) water used in the process shall not exceed normal operations.

For self-service carwash operations, the measurement of water usage will involve two (2) high pressure wash bay wands, or 50% of the total wands used in the facility, whichever number is the greater. The amount of potable water delivered per minute from each wand shall not exceed the volume specified in Section 18-06.

For automated carwashes, the amount of potable water used per vehicle wash shall not exceed the volumes specified in Section 18-06. In-bay automatic basic wash usage shall be determined by averaging the volume of water used by two (2) separate vehicles, as recorded by the facility's water meter. In-bay automatic deluxe/premium wash, and conveyor wash, usage shall be determined with one (1) vehicle in each case. If either of these wash types exceeds the allowed maximum water use, the business owner may request that water volume be tested on a second vehicle, in which case the average of the two volumes shall be used to determine water use.

If during the inspection of any carwash facility, it is discovered that the carwash is not in compliance with

all applicable criteria, the ACSA shall issue a written notice to the owner of the facility, specifying the item(s) not in compliance, and provide fifteen (15) calendar days for repair or correction of the deficiencies. Additional time may be granted if appropriate for the circumstances.

If the reported deficiencies are not corrected or repaired in the allotted time period, the ACSA shall deny an original certification status, or revoke the certification status of the facility, and require immediate removal of any signage advertising participation in the CCP. The application or renewal fee shall not be returned to the owner of the facility. Re-application may occur in thirty (30) calendar days from the denial or revocation of certification, and shall require an additional fee. See Appendix B.

18-06. OPERATING STANDARDS.

A. General Standards.

All eligible carwashes shall meet the following criteria:

1. Any water leak shall be repaired within one week of discovery.
2. Each toilet at the facility shall be of a low-volume flush design (1.6 gallons, or less).

B. Additional Self-Service Carwash Standards.

1. Each high-pressure wand shall deliver no greater than 3.5 gallons of potable water per minute.

C. Additional In-Bay Automatic Carwash Standards.

1. Potable water use per vehicle for a basic wash, as measured at the facility water meter, shall not exceed thirty (30) gallons.
2. Potable water use per vehicle for a deluxe/premium wash, as measured at the facility water meter, shall not exceed forty (40) gallons.
3. Where feasible, a five (5) second dwell time shall be created before a vehicle exits the bay to enable water to drain into the bay collection chamber.

D. Additional Conveyor Carwash Standards.

1. Potable water use per vehicle, as measured at the facility water meter, shall not exceed fifty (50) gallons.

18-07. SIGNAGE AND ADVERTISING.

A certified carwash may:

1. Display signs, approved by the ACSA and within the guidelines of the Albemarle County Code, advertising the facility as a participant in the CCP.
2. Be identified as a participant in the CCP on the ACSA website, and on other lists or newsletters published by the ACSA.
3. Use a logo or phrase, approved by the ACSA, in its advertising, mailings, and other promotional material, indicating the facility as a participant in the CCP.

18-08. DROUGHT WATCH STAGE.

During a declared Drought Watch stage, a certified carwash shall:

1. Use only recycled (reclaimed) water to irrigate landscaping.
2. Clean all driveways and impervious areas by sweeping instead of washing.

18-09. DROUGHT WARNING STAGE.

During a Drought Warning stage, only certified carwash facilities shall be allowed to remain in operation. ACSA water service to all non-certified carwashes shall end during a Drought Warning stage, as noted in Section 16-02.B.1 of these Rules and Regulations.

A self-service carwash facility shall post signage during a Drought Warning stage. The signs shall be

prepared by the ACSA, posted in each bay of the carwash, and state the drought situation, with the recommendation that the use of the high-pressure wand be limited to seven (7) minutes for the total wash/rinse.

Application for participation in the CCP that is received less than (30) calendar days prior to the declaration of a Drought Warning stage may not result in certification of the facility in time to avoid water service termination.

18-10. DROUGHT EMERGENCY STAGE.

During a Drought Emergency stage, a certified carwash shall comply with all requirements of non-residential water users as described in Section 16-02.C. of these Rules and Regulations.

SECTION 19 – FATS, OILS AND GREASE

19-01. INTRODUCTION.

Fats, oils and grease (FOG) are a significant concern for the ACSA in the operation of the wastewater collection system. When not disposed of properly, they congeal and accumulate along the walls of the sanitary sewers. This constricts the pipes, impedes the flow of wastewater, and raises the potential for blockage. Grease also affects the proper operation of pump stations, leading to sewage accumulation in wet wells. Either of these situations can eventually result in a sanitary sewer overflow in which wastewater is discharged from a manhole, or wastewater enters residences and businesses. This is both an environmental issue and a public health concern, in which sewage can contaminate the ground, local bodies of water, and any property with which the wastewater comes into contact.

The financial burden related to excessive FOG is potentially two-fold. Maintenance crews of the ACSA devote considerable time to cleaning sewerage components, and treatment processes may be hindered at the wastewater treatment plants.

FOG discharges relate directly to the preparation, cooking, and disposal of food items. These can originate from residences and from commercial, institutional, and industrial facilities. However, it is restaurants and related commercial food service establishments that are the most significant source of FOG due to the amount of oil and grease used in cooking, and with other food preparation.

19-02. PURPOSE.

This Section is adopted for the following purposes:

1. To set forth requirements for non-residential users of the ACSA wastewater collection system to capture and dispose of FOG, enabling the ACSA to comply with applicable federal and state laws, and with the Sewerage User Regulations of the Rivanna Water and Sewer Authority (RWSA), incorporated herein as Appendix A. Specifically, Part II, Section 4, Paragraph b prohibits the discharge of any wastewater containing more than 100 parts per million (ppm) of FOG.
2. To reduce the operational and maintenance costs of the ACSA by limiting the introduction of FOG into the wastewater collection system.
3. To reduce the impact on the RWSA wastewater treatment operations by limiting the amount of FOG delivered by the ACSA wastewater collection system.
4. To protect public health and prevent environmental disturbances by eliminating or reducing sanitary sewer overflows due to grease accumulations.

19-03. APPLICABILITY.

The provisions of this Section are applicable to all commercial food service establishments, commercial office buildings with food service, industries with food service, and institutions with food service that discharge to the ACSA wastewater collection system. Collectively, these shall hereinafter be referred to as Food Service Establishments (FSEs).

19-04. GENERAL REQUIREMENTS.

1. All FSEs shall install, operate, and maintain at their expense, a grease control device.
2. All FSEs shall obtain a FOG Waste Discharge Permit.
3. A concentration of 100 ppm of FOG, measured as Hexane Extractable Material, in the discharge of an FSE is established as an Action Level.
4. The maintenance costs related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.
5. The maintenance and clean-up costs of a sanitary sewer overflow that is related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.
6. Any fines imposed upon the ACSA by the Commonwealth of Virginia or the United States of America regarding a sanitary sewer overflow that is related to excessive grease in the ACSA wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.

19-05. EXEMPTION FROM GREASE CONTROL DEVICE REQUIREMENTS.

The ACSA may grant an exemption from the requirements to install and maintain a grease control device to an FSE that is determined to have no, or minimal, adverse grease impact upon the ACSA wastewater collection system due to the nature of the FSE operations. To be considered for an exemption, the FSE may be asked to provide a written request to the ACSA, stating in detail the grounds for the exemption. Following review of the request, the ACSA may elect to inspect the FSE during its normal business hours. The final decision on granting an exemption shall rest with the Executive Director or designated agent, and a written response shall be provided to the FSE. At any time, the ACSA may revoke the exemption and require installation of a grease control device.

There shall be limited circumstances in which an exemption is granted, and shall be related to the following:

1. A commercial establishment that serves only food typically considered snack food, both packaged and unpackaged, with or without warming.
2. A school, industry, or commercial office building within which a lunchroom may exist, yet the only food that is made available to the students, employees, or guests is from snack and drink machines.
3. A bed and breakfast establishment which prepares and serves only the breakfast meal to its guests and employees, with fewer than four (4) guest rooms, and fewer than eight (8) guests.
4. A residential care facility for the aged, infirmed, or disabled within which fewer than four (4) adults are provided care.
5. A day care facility for the aged, infirmed, or disabled within which fewer than six (6) adults are provided care.
6. A day care facility for babies and children within which fewer than six (6) children are provided care.
7. A day care facility for babies and children within which the food preparation does not include frying, or food preparation and cleaning do not exceed that of an average private residence.
8. A church within which a kitchen facility may exist, yet on-site food preparation and cleaning do not exceed that of an average private residence.
9. An FSE that is determined, by previous monitoring or a review of planned operations, to not generate FOG in excess of an average private residence.

19-06. NEW ESTABLISHMENTS.

The ACSA shall require all new FSEs to install the appropriate grease control device(s) prior to initiating operations. In general, this shall be a grease interceptor for all restaurants, supermarkets, hospitals, schools, hotels, and industries. Further, the ACSA shall require an FSE with a grease control device to obtain a FOG Waste Discharge Permit.

19-07. EXISTING ESTABLISHMENT; NEW ESTABLISHMENT IN EXISTING BUILDING.

All existing FSEs shall have grease control devices that meet the same general requirements for installation and design as for new establishments. This shall also pertain to a new establishment that begins operations in an existing building, and an existing FSE that expands its food service operations.

If the ACSA determines the grease handling facilities or methods of an existing FSE are inadequate to prevent excessive FOG from entering the ACSA wastewater collection system, the FSE shall be notified in writing of the deficiencies, listing the required improvements and a compliance deadline. Required improvements may include additional training of the kitchen staff, modifications of the grease control device maintenance schedule, the installation of a larger, or additional, grease trap, or the installation of a grease interceptor. The ACSA may require the FSE to provide a schedule of corrective action to attain full compliance.

The ACSA shall allow an FSE without a grease control device a compliance deadline not to exceed two (2) months for the installation of a grease trap(s), or not to exceed six (6) months for the installation of a grease interceptor, following written notification from the ACSA. If an FSE that is required to install a grease interceptor does not have an existing grease trap, then the latter shall be installed within two (2) months of notification by the ACSA, unless the grease interceptor is installed within that same period.

The Executive Director or designated agent may decide in certain instances that the installation of a grease interceptor on an existing FSE property is physically impossible due to space limitations, is not feasible due to inadequate slope for proper gravity flow, or for other reasons. In these instances, the Executive Director may allow installation of a grease trap, or traps, meeting the design specifications listed herein. The FSE manager shall be responsible for aggressive kitchen Best Management Practices and grease trap maintenance programs to produce wastewater that meets the FOG discharge requirements. Such FSEs may be subject to routine sampling to confirm compliance with the requirements herein.

19-08. GRANDFATHERING OF EXISTING ESTABLISHMENTS.

The ACSA shall allow existing FSEs, in which a grease trap or grease interceptor has been installed prior to the effective date of this Section, to continue operation of the existing device, if the device is effective:

1. In keeping grease from accumulating in the ACSA wastewater collection system and in the sewer lines of the FSE.
2. In producing wastewater in which FOG remains below the Action Level.

The ACSA may require an existing FSE which operates a grease trap to add a sample valve to the discharge pipe from the device, and prior to a union with any building sewage drain. The ACSA may require an existing FSE which operates a grease interceptor to add a sample box to the discharge pipe from the device, and prior to a union with any building sewage drain. This requirement of a sample valve or sample box shall typically be limited to FSEs in which there is a history of poor grease control device maintenance.

The ACSA may require an existing FSE which expands its food service operations to install a larger grease trap, additional grease traps, or a grease interceptor, to replace or operate in conjunction with an existing grease trap.

19-09. DESIGN, SIZING, AND INSTALLATION REQUIREMENTS.

All grease traps and interceptors shall be designed, sized, and installed according to the standards of the Virginia Uniform Statewide Building Code and the International Plumbing Code.

Various formulas exist to calculate the proper size of a grease interceptor. The ACSA shall not require the use of any one formula, but rather the use of sound engineering judgment in this instance.

General specifications are as follows.

- A.** A grease trap shall:
 1. Be constructed of corrosion-resistant metal or plastic.
 2. Be accessible for cleaning, maintenance, and inspection.
 3. Contain properly installed and functioning baffles necessary to achieve the appropriate retention time to allow for proper separation of FOG and solids from the gray water.
 4. Handle the flow from no more than three (3) kitchen sinks and be located as close to the sink(s) as possible.
 5. Receive the discharge from any dishwasher that operates at 130 degrees Fahrenheit or less (chemical sanitizing dishwasher). Depending upon the number of sinks, this may require the installation of a second grease trap.
 6. Not receive discharge that exceeds 130 degrees Fahrenheit.
 7. Not receive discharge from a food grinding unit unless a properly sized solids interceptor has been installed.
 8. Receive only gray water.
 9. Be installed with a flow control or restricting device to restrict the flow to the rated capacity of the trap.
 10. Be installed with a sample valve on the discharge line from the device and prior to a union with any building sewage drain.

B. A grease interceptor shall:

1. Be constructed of precast concrete meeting the standards of ASTM C1613-17, or of corrosion-resistant polyethylene or polypropylene fiberglass meeting the standards of ASME A112.14.3 or PDI-G101.
2. Be sized from a minimum of 1,000 gallons to a maximum of 3,000 gallons if constructed of precast concrete or have a flow rate/grease capacity of 75-200 GPM if constructed of polyethylene or polypropylene.
3. Contain multiple chambers and properly positioned tee piping to achieve a minimum thirty (30) minute retention time before gray water is discharged to the ACSA wastewater collection system.
4. Be installed on the FSE property and in a location outside the FSE, with access for inspection, cleaning, pumping, and maintenance.
5. Not be installed in areas subject to heavy traffic, where possible, and shall be accessible for inspections at all times, having no permanent or temporary structure or container placed directly over the unit.
6. Have a minimum 20-inch diameter manhole access cover, extended to finish grade, over each chamber.
7. Have solid, water-tight access covers that prevent infiltration of stormwater or other surface water. Any gaskets shall be positioned beneath the cover.
8. Be designed with a clean-out that can serve as a sample box at the outlet.
9. Receive the discharge from all FSE drains and fixtures through which grease may be released, including all sinks, food grinding units, dishwashers, and floor drains.
10. Receive only gray water.
11. Be installed at a minimum distance of ten (10) feet from dishwashers and sinks to allow for optimal cooling of the wastewater.
12. Not receive discharge that exceeds 150 degrees Fahrenheit.
13. Include a properly sized solids interceptor, or have its volume increased by 25%, when receiving discharge from a food grinding unit.
14. Be installed with an approved flow control or restricting device.

19-10. FOG WASTE DISCHARGE PERMIT.

The ACSA shall require all FSEs that currently possess, or are required to install, a grease control device to obtain a FOG Waste Discharge Permit. No FSE shall discharge to the ACSA wastewater collection system without obtaining a permit unless an exemption has been received.

The permit application shall, at a minimum, include the following information:

1. The name, address, and telephone number of the applicant, and the name, address, and telephone number of the ACSA account owner, if different from the applicant.
2. A description of the food service operations, cuisine, the hours of operation, and number of meals served per day.
3. A detailed list and number of all kitchen food preparation appliances, and kitchen fixtures, including size.
4. All grease control devices, or other pretreatment equipment, currently installed.

The ACSA may request other information of the FSE, related to the food service operations and potential food service discharges, to properly evaluate the permit application.

The completed FOG Waste Discharge Permit application shall be submitted to the ACSA for review. The ACSA may elect to inspect the FSE during its normal business hours. If the application is accepted, a permit shall be issued within thirty (30) days after receipt of the permit application. The applicant shall be allowed a thirty (30) day comment period. A permit shall contain general, and possibly specific, conditions for the FSE.

Permits shall be issued for a period of three (3) years. An expired permit shall continue to be in effect and enforceable if failure to reissue the permit is not due to any delinquency on the part of the FSE. No permit shall be transferable without the permission of the ACSA.

Denial of an original or renewal permit shall be based upon an incomplete application, an unacceptable size and/or design of the grease control device(s), failure to pay charges that have been levied, a history of FOG discharge violations, or other related factors.

19-11. FOG WASTE DISCHARGE PERMIT CONDITIONS.

The issuance of a FOG Waste Discharge Permit shall contain the following conditions or limits:

1. A requirement for the proper installation, operation, and maintenance of the approved grease control device(s).
2. A requirement for documentation of a cleaning and maintenance schedule for the grease control device(s).
3. A recommendation for implementation and documentation of a kitchen Best Management Practices program.
4. The establishment of a concentration of 100 ppm of FOG, measured as Hexane Extractable Material, as an Action Level.
5. A possible requirement for laboratory testing of FOG, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS). Testing may be conducted at least once during the permit period to document that Section 19.-11.4 is being met.
6. A requirement to report to the ACSA any anticipated expansion of food service operations prior to initiating such a project.
7. The issuance of a permit shall not relieve the FSE from complying with applicable laws, regulations, and ordinances promulgated by other governmental authorities.
8. The FSE agrees to hold harmless the ACSA and its employees from any liabilities arising from the operations of the FSE.

The terms and conditions of the permit are subject to modification by the ACSA at any time as just cause exists. The ACSA shall inform an FSE of any proposed change in the issued permit at least thirty (30) days prior to the effective date of the change and shall give the FSE a reasonable timetable for compliance.

19-12. GENERAL MAINTENANCE OF GREASE TRAPS AND INTERCEPTORS.

Proper maintenance of grease traps and interceptors is crucial to establish optimal efficiency of the devices, and thus eliminate or minimize the discharge of grease from the FSE. A grease control device shall be cleaned as often as necessary to ensure that:

1. There is no evidence of grease in the ACSA wastewater collection system that can be traced directly to the operations of the FSE.
2. There is no evidence of grease in the sewer lines of the FSE.
3. The discharge of FOG to the ACSA wastewater collection system remains below the Action Level.
4. Floating material and sediment do not accumulate to impair the operation of the device.
5. No oil or grease is observed to discharge from the device.

The ACSA shall provide a detailed packet of information that describes proper cleaning and maintenance of the devices. However, due to varying designs and sizes, the FSE shall follow specific manufacturer guidelines for cleaning and maintenance in all instances.

General guidelines for cleaning and maintenance include:

1. Grease traps and interceptors shall be kept free at all times of such solid materials as gravel, sand, bones, shells, cigarettes, utensils, towels, and rags that will reduce the effective volume of the device and increase the frequency of cleaning.
2. The total depth of the surface FOG, combined with the settled solids, should not exceed approximately 25% of the total depth of the liquid/solid column.
3. Based upon the above, a grease trap will typically require cleaning every 1-4 weeks, and a grease interceptor will generally require cleaning every 2-3 months. However, the actual loading on a device shall determine the specific cleaning schedule in all instances, and this schedule may require periodic adjustment based upon food volume and specific menu items.

19-13. KITCHEN BEST MANAGEMENT PRACTICES.

The application of kitchen Best Management Practices (BMP) by an FSE serves as a critical initial step in reducing the amount of FOG that enters a grease control device, and therefore in prolonging the periods between cleaning and maintenance. The ACSA strongly encourages each FSE to establish a kitchen BMP program and provide continuous training and monitoring of employees. The ACSA shall provide a packet of information that describes aspects of a kitchen BMP program.

19-14. WASTE GREASE DISPOSAL.

All FSEs are encouraged to use designated buckets for the disposal of waste grease removed from grease traps during cleaning. Such material shall not be combined with cooking oil that is to be recycled. Buckets should have a well-sealing lid and shall be disposed of at a facility permitted to receive such waste.

19-15. GREASE INTERCEPTOR CLEANING AND MAINTENANCE.

Specific requirements for the servicing of grease interceptors shall include the following:

1. Cleaning and related maintenance shall be contracted to a company that is permitted by the Commonwealth of Virginia to transport waste.
2. Such service shall be performed at least every three (3) months, unless written permission for a schedule of less frequent service has been provided by the ACSA.
3. Cleaning and maintenance shall include the evacuation of all contents of the interceptor, including floating materials, gray water, and settled solids.
4. All waste removed from an interceptor shall be disposed of at a facility permitted to receive such wastes.
5. It is recommended that gray water be returned to the interceptor following waste evacuation and cleaning.
6. Other than the gray water immediately returned to the interceptor to complete maintenance, none of the waste material removed from an interceptor shall be discharged to the ACSA wastewater collection system.

19-16. PROHIBITIONS.

The following practices and devices are prohibited:

1. Any modification of a grease interceptor, such as alteration or removal of a flow constricting device, that causes flow to rise above the design capacity of the unit or reduce the retention time.
2. Interceptor cleaning that involves only skimming the surface layer, partial cleaning, or the use of any method that does not remove the entire contents of the vessel.
3. The introduction of such agents as concentrated detergents, other surfactants, emulsifiers, degreasers, solvents, or any other type of product that will liquefy grease wastes.
4. The addition of any chemical enzyme product unless written permission has been granted by the ACSA.
5. The addition of bacteria unless written permission has been granted by the ACSA.
6. The use of automatic, or mechanically operated, grease removal systems unless written permission has been granted by the ACSA.

19-17. RECORDKEEPING.

FSEs with a grease control device shall maintain records of all cleaning and maintenance. These records shall include, at a minimum:

1. The date and time of service.
2. The name and signature of the FSE representative who performed the service (grease trap).
3. The contract company that performed the service (if applicable).
4. The name and signature of the contract company employee (if applicable).
5. The gallons of waste removed.
6. A copy of the service record or manifest from the contract company (if applicable).

Records shall be placed in a logbook, folder, or binder, shall be maintained on site for at least the previous three (3) years, and shall be made available immediately to the ACSA on demand, during an inspection, or at intervals specified in a permit. Any falsification of maintenance records is a violation of this policy.

19-18. INSPECTION VISITS.

Authorized representatives of the ACSA shall request the right to enter the premises to determine whether an FSE complies with all requirements of this Section. Entry shall be during normal operating hours and for the purpose of inspection and evaluation of the FSE's grease control program.

Inspection may involve any of the following items:

1. The integrity of the grease control device
2. The amount of grease present in the device
3. Wastewater appearance and clarity
4. Cleaning and maintenance records
5. All food processing areas and fixtures
6. Sampling of discharge water from the device

The FSE shall keep grease control device(s) accessible at all times. The ACSA shall have the option of requesting that a grease trap be opened by a representative of the FSE.

The ACSA shall make the result of the inspection available to the FSE representative verbally or in written form at the time of inspection. An additional written report may be delivered within ten (10) business days of the inspection if the FSE is found to be out of compliance with any of the requirements outlined in this Section and shall include the necessary corrective action and a timetable for accomplishing such improvements.

19-19. USE OF CAMERAS.

As a part of the inspection of an FSE, the ACSA reserves the right to photograph the kitchen facilities and any grease control device, including its contents, for the purpose of documentation.

The ACSA also reserves the right to photograph and film the interior of the building sewage drain and/or building sewer, such as by means of closed-circuit television. Photo and video documentation of grease accumulation along the walls of the pipe shall be evidence that the FSE must install a grease control device, that an existing grease control device is not being maintained properly or cleaned regularly, or that an additional grease control device (including the possibility of a grease interceptor) may be required. The FSE may also be required to clean its building sewage drain and building sewer in coordination with ACSA maintenance crews. The expense of such cleaning shall be borne by the FSE.

19-20. SAMPLING AND TESTING.

The ACSA may periodically collect samples for laboratory testing as one means to determine if an FSE complies with the requirements of this Section, and with other requirements of the *Rules and Regulations*.

Sampling and testing may consist of FOG, BOD, and TSS. Any additional sample collection and testing for these parameters shall be at the discretion of the ACSA and shall relate to a history of the FSE's discharge, or to existing conditions.

Sampling shall involve grab samples which are collected, stored, transported, and analyzed in accordance with the procedures specified in 40 CFR Part 136. All testing shall be conducted by a private commercial laboratory which is in good standing with the Virginia Department of Environmental Quality, and which has attained certification within the Virginia or National Environmental Laboratory Accreditation Program (VELAP/NELAP).

Sample collection from a grease trap shall be from the sample valve at the outlet of the device, if present, or from the nearest manhole that receives only the discharge of the FSE. Sample collection from a grease interceptor shall be from the sample box at the outlet of the device, if present, or from the nearest manhole that receives only the discharge of the FSE.

A copy of the analysis report of any laboratory testing on samples collected from an FSE shall be mailed to the FSE within ten (10) business days of receipt by the ACSA. The report shall include, at a minimum, an

explanatory cover letter, the chain of custody form, the laboratory at which testing occurred, the results of the testing, the test methods used, and the dates of analyses.

19-21. ENFORCEMENT.

The following enforcement plan is designed to provide fair, consistent, and equitable action against FSEs for violations of the policies of this Section, and those of the *Rules and Regulations*, in general.

1. Notice of Non-Compliance

If an FSE is found to be in violation of any of the terms of this policy, the ACSA shall issue a written Notice of Non-Compliance. The notice shall state the specific violation(s), provide information on the required steps to be taken to comply with the policy, and include a timetable for compliance. Additional testing may be required. A Notice of Non-Compliance for a particular incident shall be provided on one (1) occasion. The need for any future action justifies proceeding to a Notice of Violation.

2. Notice of Violation

If an FSE fails to provide the corrective action required by a Notice of Non-Compliance, a Notice of Violation (NOV) shall be issued by certified mail. An NOV shall repeat the specific violation(s), provide information on the required steps to be taken, and list the date(s) by which all corrective action must be completed.

Within ten (10) business days of receipt of this notice, the FSE shall submit to the ACSA a plan outlining the detail to meet the required corrective action. Submission of the plan in no way relieves the FSE of liability for any violations occurring before or after receipt of the NOV.

Primary reasons for the issuance of an NOV include, but are not limited to:

- a. Failure to install a proper grease control device by an assigned date.
- b. Failure to repair a malfunctioning grease control device by an assigned date.
- c. Failure to properly maintain and clean a grease control device at a frequency and in a manner that ensures efficient operation.
- d. Repeated violations of the FOG Action Level.
- e. Failure to keep grease control device maintenance records on site, or failure to provide the records to the ACSA upon request.
- f. Falsification of grease control device maintenance records.
- g. Failure to submit a FOG Waste Discharge Permit application.
- h. Failure to pay a FOG Waste Discharge Permit fee.

Satisfactory response by an FSE to an NOV may be followed by a program of additional FOG, BOD, and TSS testing.

The ACSA shall consider suspension of water and sewer services if an FSE fails to respond satisfactorily to an NOV. Service suspension shall be enacted if the Executive Director determines the FSE presents an imminent danger to the health or welfare of the public or environment, or presents problems to the ACSA wastewater collection system.

19-22. COSTS AND CHARGES.

1. FOG Waste Discharge Permit charge: This shall include the expense for the ACSA to collect samples for the testing of FOG, BOD, and TSS on one (1) occasion during the three (3) year permit period, if deemed necessary. The need for any additional testing shall be determined by the ACSA, and the expense shall be borne by the FSE. See Appendix B.
2. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the need for installation or repair of a grease control device, shall result in a charge. See Appendix B.
3. The failure of an FSE to respond satisfactorily to an NOV, when the issue is repeated failure to properly maintain a grease control device, as well as repeated FOG discharge in excess of the Action Level, shall result in a charge until the device is properly maintained and FOG discharge limits are maintained below the Action Level. See Appendix B.

4. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the failure to keep grease control maintenance records on site and available to ACSA personnel, shall result in a charge. See Appendix B.
5. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the falsification of grease control device maintenance records, shall result in a charge. See Appendix B.
6. The failure of an FSE to respond satisfactorily to an NOV, when the issue is the failure to submit a FOG Waste Discharge Permit application, or pay a permit fee, shall result in a charge until the application is submitted or the fee is paid. See Appendix B.
7. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, shall be liable for the costs to clean and/or repair the facilities, including all labor, materials, and equipment.
8. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, and results in a sanitary sewer overflow, shall be liable for the costs to clean and/or repair the facilities and affected area, including all labor, materials, and equipment.
9. An FSE whose operations cause or allow grease to be discharged to the extent that it accumulates in the ACSA wastewater collection system, and results in a sanitary sewer overflow, shall be liable for any fines dispensed by the Commonwealth of Virginia or the United States of America.
10. A commercial waste hauler or individual who discharges to the ACSA wastewater collection system the wastes collected from a grease interceptor shall be assessed a charge. See Appendix B.

19-23. APPEAL PROCESS.

An FSE, commercial waste hauler, or individual shall have the right to appeal any of the costs or charges listed in Section 19-22 according to the following procedure:

1. A notice to appeal shall be requested in writing and delivered to the office of the Executive Director no later than five (5) business days following the receipt of notice of the cost or charges to be levied.
2. The failure to file such notice to appeal within such time limit shall be deemed a waiver of the right to appeal.
3. Upon receipt of the appeal request, the Executive Director shall render a decision within thirty (30) calendar days.
4. The decision shall be sent by certified mail to the appellant.

APPENDIX A

The latest adopted version of the Sewerage User Regulations of the Rivanna Water and Sewer Authority are herein incorporated by reference. The Sewerage User Regulations can be obtained by contacting the Rivanna Water and Sewer Authority.

APPENDIX B

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, 2023

Section 2-01. General

3. Additional sets of the *General Water and Sewer Construction Specifications* may be supplied by the Authority to any recipient of the one free set at a cost of \$10.00 per set.

Section 7-07. Temporary Water Service

A. Temporary Water Service

Initial Fee	\$55.00
Each 30-Day Extension	\$55.00

B. Meter Size Deposit

¾" & 1"	\$330.00
1 ½"	\$440.00
2"	\$550.00

Section 7-08. Temporary Use of Fire Hydrants

B. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$950 (\$150 non-refundable)
 3" hydrant meter - \$2,000 (\$200 non-refundable)

D. A usage fee of \$30.00 per month will be charged for hydrant use through the hydrant meter. Failure to submit a meter reading will result in a \$55.00 non-refundable fee.

Section 8 Cross-Connection and Backflow Prevention; Section 8-21. Violation Charges

Item #	Charge	Violation
1	\$1,000	Failure to correct an identified cross-connection – high hazard
2	\$500	Failure to correct an identified cross-connection – low hazard
3	\$1,000	Failure to install an approved backflow prevention assembly – high hazard
4	\$500	Failure to install an approved backflow prevention assembly – low hazard
5	\$1,000	Removal or by-pass of a required backflow prevention assembly – high hazard
6	\$500	Removal or by-pass of a required backflow prevention assembly – low hazard
7	\$250	Failure to provide a passing test report for a backflow prevention assembly – high hazard
8	\$100	Failure to provide a passing test report for a backflow prevention assembly – low hazard

Section 10-03. Meter Testing Charge

3/4" - 1"	\$220.00
1½" - 2"	\$275.00
3" - larger	\$ Actual Cost+25%

Section 11-05 Deposits For Temporary Meters

<u>Meter Size</u>	<u>Deposit</u>
3/4" & 1"	\$330.00
1 1/2"	\$440.00
2"	\$550.00

Section 11-06. Deposits For Fire Hydrant Meters

<u>Meter Size</u>	<u>Deposit</u>
1"	\$600(\$100 non-refundable)
1 ½"	\$950 (\$150 non-refundable)
3"	\$2,000 (\$200 non-refundable)

Section 12-02. Water and Sewer Rates**VOLUME CHARGES**

In addition to the fixed monthly service charge (Section 12-03), a volume charge based upon monthly metered water use will be assessed as follows:

Water**Metered Consumption****Residential and All Irrigation Water Rates:**

Level 1 (0-3,000 gallons per month)	\$ 5.56 per thousand gallons
Level 2 (3,001-6,000 gallons per month)	\$ 11.15 per thousand gallons
Level 3 (6,001-9,000 gallons per month)	\$16.71 per thousand gallons
Level 4 (over 9,000 gallons per month)	\$22.30 per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation water):
\$11.15 per thousand gallons

For customers having both a primary and auxiliary meter, the four rate levels will be applied to the sum of the consumption on both meters, not to each individual meter.

Wastewater

Metered Consumption \$11.06 per thousand gallons

Section 12-03. Monthly Service Charge

The fixed monthly service charge will be assessed based on meter size as follows:

<u>Meter Size</u>	<u>Service Charge</u>
3/4"	\$10.40
1"	\$25.99
1 1/2"	\$51.98
2"	\$83.16
3"	\$166.32
4"	\$259.88
6"	\$519.75

Section 12-04. Connection Charges**ERC Determination**

Connection Charges for metered services larger than 3/4" shall be equated to equivalent residential connections (ERC) according to the following ratios:

3/4" meter	=	1 ERC	3" meter	=	16 ERCs
1" meter	=	2.5 ERCs	4" meter	=	25 ERCs
1 1/2" meter	=	5 ERCs	6" meter	=	50 ERCs
2" meter	=	8 ERCs			

Connection Charges for multi-family, hotels, hospitals, assisted living facilities, nursing care facilities, master-metered single-family units, and master-metered mobile home parks shall be determined based upon the higher fee of either the meter size or the calculated number of ERCs based on the following factors:

Multi-family	1 unit	=	0.50	ERC
Hotels	1 room	=	0.50	ERC
Mobile Home Park	1 mobile home	=	1.00	ERC
Hospitals	1 bed	=	1.00	ERC
Assisted Living Facility	1 bed	=	0.40	ERC
Nursing Care Facility	1 bed	=	0.75	ERC
Master-Metered Single-Family	1 unit	=	1.00	ERC

For large or unusual new connections, where either high demand may be anticipated or new connections serve both residential and non-residential customers, the Authority reserves the right to calculate Connection Charges based on engineering data specific to that customer rather than using the ERC factors above.

12-04. A. Installation ChargesWaterPrimary Meters

3/4" meter and connection	\$1,228
1" meter and connection	\$1,300
Over 1" meter and connection	Actual Cost
3/4" meter only	\$ 220
1" meter only	\$ 330
Over 1" meter only	Actual Cost

Auxiliary Meters

Actual Cost

(a) Wastewater

All Taps

Actual Cost

12-04. B. System Development Charges

Water	\$2,030 per ERC
Wastewater	\$3,180 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. C. RWSA Capacity Charges

Water	\$5,100 per ERC
Wastewater	\$4,120 per ERC*

*Except certain Glenmore parcels as defined by Glenmore WWTP Agreement dated June 15, 1995

12-04. D. NFRPS Special Rate District Charges

North Zone	\$2,275.00 per ERC
South Zone	\$1,389.00 per ERC

Section 12-05. Installation Charges for Irrigation Meters

A. Auxiliary Meters	Actual cost of installation
B. Primary Meters	Actual cost of installation

Section 12-06. Line Tapping Fee

Where the ACSA provides water main taps to accommodate line extensions, fire sprinkler systems and similar uses, a tapping fee will be assessed to the customer in accordance with the following schedule:

TAPPING

<u>MACHINE</u>	<u>TAP SIZE</u>	<u>LINE SIZE</u>	<u>PRICE</u>
E-4	¾" – 1"	1 ¼" – 3"	\$190.00
B-100	¾" – 1"	4" – 24"	\$190.00
A-2	1 ½" – 2"	6" – 24"	\$275.00
CL-12	4" – 12"	4" – 24"	\$110/inch

Section 13. Miscellaneous Charges

13.02. Account Charge	\$13.00 per each new account
13-03. Delinquent Cut Off/On Fee	\$40.00/trip during normal work hours
13-04. Reconnection Fee	\$90.00 after work hours & weekends
3/4" - 1 1/2" meter	\$40.00
2" - 4" meter	\$55.00
Larger than 4" meter	Actual Cost

13-05.	Special Service Fee	\$40.00/trip during normal work hours \$90.00 after work hours & weekends
13-06.	Meter Size Change Fee All Meters	Actual Cost
13-07.	Exceptional Payment Processing Fee	\$35.00 (Payable by Cash only)
13-08.	Delinquent Payment Penalty Late Payment Charge	10% On Outstanding balance 1 1/2% per month
13-09.	Meter Re-read Fee	\$40.00
13-10.	Plan Review & Construction Inspection Fees:	
	Water and/or Sewer lines (Minimum \$500/project charge)	\$1.30/linear foot
	Re-inspection Fee of New Water/Sewer Lines	\$45.00/hour
	Inspection of New Pumping Stations	Actual Cost
13-11.	Failure to Report Hydrant Meter Reading	\$55.00
13-12.	Irrigation System Application Processing Fees:	
	a. Plan Review and Meter Sizing	\$ 33.00
	b. Cost Estimate preparation	\$140.00
13-13.	Meter Tampering Fee	\$300.00

Section 16. Emergency Water Restrictions

VOLUME CHARGES DURING EMERGENCY WATER RESTRICTIONS

Water

Beginning with the first billing cycle following adoption of Emergency Water Restrictions, in addition to the fixed monthly service charge, a volume charge based upon monthly metered water use will be assessed as follows:

Single-Family Residential	Per 1,000 gallons
Level 1 (0-3,000 gallons per month)	Normal Rate x 1.25
Level 2 (3,001-6,000 gallons per month)	Normal Rate x 1.50
Level 3 (6,001-9,000 gallons per month)	Normal Rate x 2.00
Level 4 (over 9,000 gallons per month)	Normal Rate x 2.00
Non-Single Family Residential	Per 1,000 gallons
All usage	Normal Rate x 1.50

16-06. PENALTIES.

First offense \$ 500.00

Second offense \$1,000.00

In addition to the penalty charge, the ACSA may terminate of water service for the duration of the emergency.

Section 18. Carwash Certification Program

18-04. FEES.

CCP Application Fee \$100.00

CCP Annual Renewal Fee \$100.00

18-05. INSPECTION.

CCP Re-application Fee \$100.00

Section 19. Fats, Oils, and Grease (FOG)

19-22. COSTS AND CHARGES.

Item #	Cost/Charge	Description/Infraction
1	\$300/3 years	FOG Waste Discharge Permit
2	\$1,000/month *	NOV- failure of an FSE to install or repair grease control device
3	\$1,000/month *	NOV- repeated failure of an FSE to properly maintain grease control device, and repeated excessive FOG discharge from an FSE
4	\$500	NOV - failure of an FSE to keep grease control maintenance records on site and available to the ACSA
5	\$500	NOV- falsification by an FSE of grease control device maintenance records
6	\$500/month *	NOV- failure of an FSE to submit a FOG Waste Discharge Permit application or pay a permit fee
7	Assessed amount	An FSE whose operations allow grease accumulation - all costs to clean and repair the ACSA facilities
8	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow - all costs to clean and repair the ACSA facilities
9	Assessed amount	An FSE whose operations allow grease accumulation that results in a sanitary sewer overflow- all fines levied by the state or federal government
10	Up to \$10,000/occurrence	Commercial waste hauler or individual – illegal discharge of grease wastes to the ACSA system

*Until the violation is corrected to the satisfaction of the ACSA.

APPENDIX C

North Fork Regional Pump Station Special Rate District

List of Parcels in North Zone

02100000001200	032E0000B02200	032E0000D02300	032E0030001600	032G0010001200
021000000012D0	032E0000B02300	032E0000D02400	032E0030001700	032G0010001300
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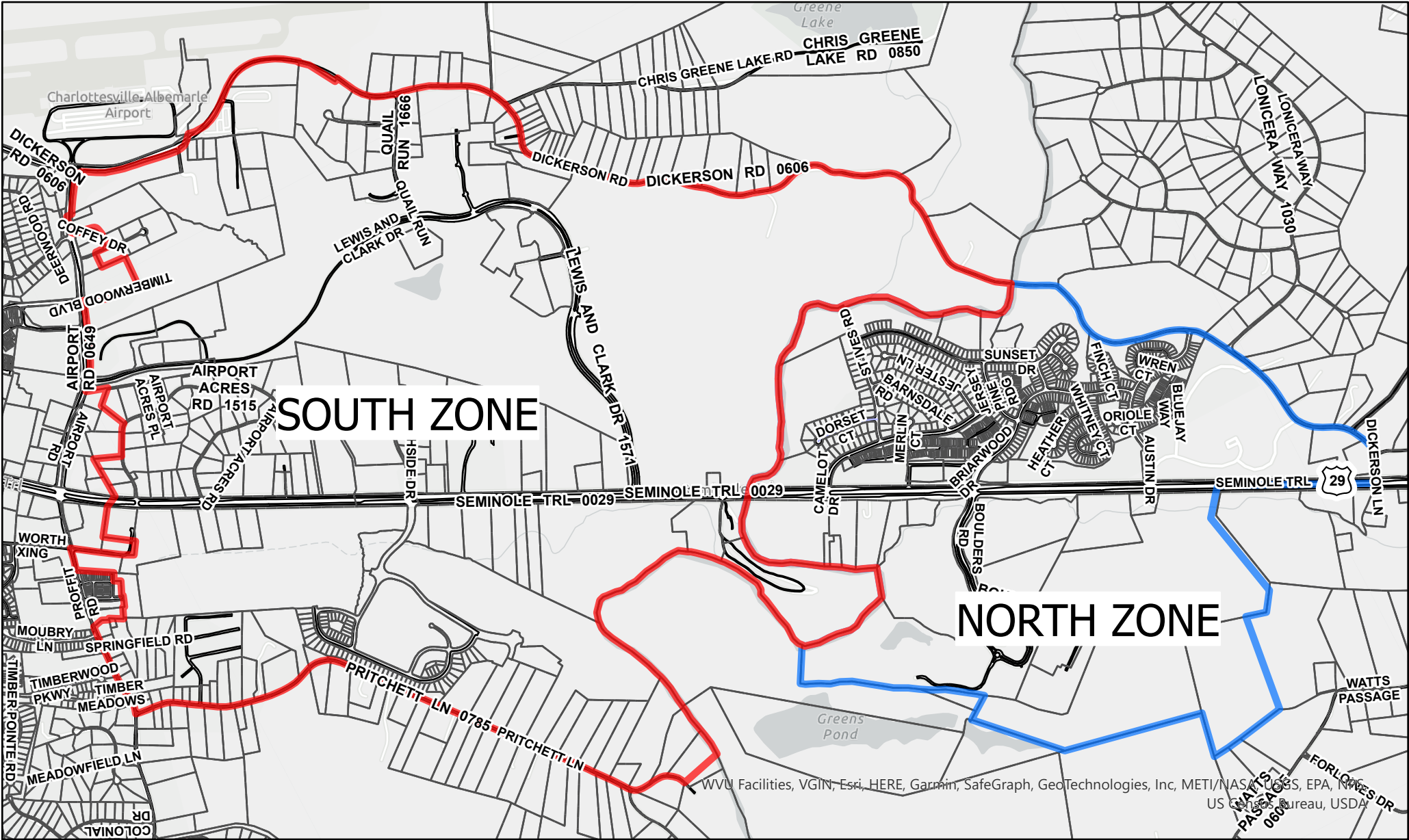
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032G01A0205400	032G01B0102300	032G03A0001200	032G03C0003900	

North Fork Regional Pump Station Special Rate District

List of Parcels in South Zone

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South Zone Parcels



ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Amendments to Personnel Management Plan STAFF CONTACT(S)/PREPARER: Emily Roach, Director of Human Resource & Administration	AGENDA DATE: June 15, 2023 ACTION: Yes ATTACHMENTS: Yes
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BACKGROUND: In 1983, the Albemarle County Service Authority adopted a Personnel Management Plan (PMP). From time to time, it is necessary to amend that plan to ensure that conditions of employment remain equitable, uniform, and up to date with current best practices, and that the contents of that plan are clear and concise.

This year there were several changes to the PMP, not only related to salary and job titles, but to several other areas as well. They are as follows:

- Throughout the PMP, title changes that were approved in June 2022 were updated to reflect the approved title. Examples of these include the Director of Human Resources, Director of Information Technology and Director of Operations.
- Page 6- The fourth bullet point- We've updated language that would allow any unused standby accrued leave to be paid out instead of "lost". Payout would be in the employee's January 31st pay, since leave is taken two weeks behind.
- Page 7- The second bullet point. We've decreased the number of additional required employees designated for holidays from three to two. We've also updated the bullet point to make clearer the expected hours the employee must be available during the holiday.
- Page 34- We've updated our grievance policy to make clear that employees within their probationary period are not eligible to file a grievance under this policy. If they wish to file a grievance, they will have to follow similar procedures as the Lead Team, which would be through the Circuit Court system. We've also corrected the sexual harassment policy reference under the definition of grievance.
- Page 38- We've updated the job posting procedures to better reflect our current practice. While the ACSA believes in promoting from within, to

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

ensure the best qualified candidates, we will require jobs to be posted both internally and externally for a minimum of 10 business days.

- Page 60- The 1st bullet under VERIP eligibility has been updated. We've removed the requirement of preparing an application for retirement. This would allow the employee the option to choose when they would like to begin receiving their VRS benefits, since the decision has financial impacts. Employees would still be required to meet eligibility requirements.
- Page 66- We've updated the recognition policy bonus pay to be paid at the end of the month in which the employee's anniversary occurs instead of the end of the calendar year.
- Page 69- Annual leave maximum carryover/payout limits have been increased. Based on feedback received from staff, we've increased the limits to allow for more flexibility in the number of hours they can carryover each year.
- Page 75- We've updated the types of leave that employees can use after they've exceeded their 24 hours of bereavement leave. We've included the use of sick leave, which historically has only been available for the employee's own illness. We recognize the emotional and mental affect grief has on our employees and felt necessary to ensure they had the ability to use any leave type they had available to heal.
- Page 100 - Appendix B has been updated to reflect salary, title, and grade changes as proposed by Frank & Associates, our salary consultant.

BOARD ACTION REQUESTED: Approve the recommended changes to the Personnel Management Plan.

ATTACHMENTS: -Personnel Management Plan Redline Edits
-Resolution

PERSONNEL MANAGEMENT PLAN



Adopted: March 16, 2017
 Last Amended: ~~June 16, 2022~~ June 15, 2023

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PART I

INSTALLATION AND ADMINISTRATION

A.	Authority	1
B.	Purposes	1
C.	Interpretation	2
D.	Official Copy of the Personnel Management Plan	2
E.	Enforcement	2
F.	Acknowledgement	2

PART II

EMPLOYMENT POLICIES AND PROCEDURES

A.	Standards of Conduct	
	1. Hours of Work	3
	2. Required Attendance	3
	3. Operations During Inclement Weather	3
	4. Non-Operating Hours Work Policies	4
	a. Purpose	4
	b. Eligibility and Rate	5
	c. Control of Overtime	5
	5. Emergency Work Hour Policies	5
	a. Purpose	5
	b. Standby Duty Policy	5
	c. Standby Duty Policy for Pump Station Personnel	7
	6. Non-Operating Hours Policy	8
	a. Overtime Pay	8
	b. Travel Time	8
	c. Recuperative Leave	8
	d. Exempt Employee Discretionary Time	8
	7. Conflicts of Interest	9
	8. Courtesy	9
	9. Dress Code	9
	10. Tobacco Use	9
	11. Discrimination	10
B.	Conditions of Employment	
	1. Hiring Restrictions	10
	2. Designations of Employment	10
	3. Anniversary Date	11
	4. Probationary Period	11
	5. Interim Evaluation	12

6. Evaluation Date	12
7. Resignation.....	12
8. Driving	13
 C. Discipline	
1. Policy Statement	13
2. Unsatisfactory Work Performance or Misconduct.....	13
3. Progressive Discipline Policy.....	14
4. Reprimands.....	14
5. Suspensions.....	15
6. Administrative Decrease	15
7. Demotion	15
8. Dismissal.....	16
9. Executive Director's Review	16
 D. Policy Regarding Drug Use/Alcohol Abuse	
1. Purpose	16
2. Definitions	17
3. Policy.....	19
4. Implementation	21
5. Drug and Alcohol Testing Requirements	22
a. Employee Categories	22
b. Types of Drug/Alcohol Testing.....	22
c. Testing Notification	26
d. Return to Duty and Follow-up Testing	26
e. Specimen Collection Requirements.....	26
f. Refusals to Test and Uncompleted Tests	26
g. Medical Review Officer (MRO)	26
h. Testing Laboratory.....	27
6. Employee Assistance Program (EAP) & Training Requirements.....	27
a. Education.....	27
b. Substance Abuse Supervisory Program Training.....	27
7. Rehabilitation.....	28
8. Recordkeeping	28
9. Revocation or Suspension of Licenses.....	29
 E. Policy against Harassment in the Workplace	
1. Policy Statement.....	29
2. Workplace Harassment	29
3. Sexual Harassment	30
4. Employee Responsibilities.....	31
5. Supervisor Responsibilities.....	31
6. Complaint Procedures	31
7. Corrective and/or Disciplinary Action	32
8. Recourse through Other Policies/Agencies	32

F.	Official Personnel Files.....	32
G.	Grievance and Appeals Policy and Procedures	
1.	Policy	33
2.	Definition and Grievance	34
3.	Management Rights	34
4.	Determination of Grievability.....	35
5.	Grievance Procedures	35
H.	Policy Outlining Employee Recruiting Procedures	
1.	Purpose	37
2.	Job Posting Procedures	37
I.	Whistleblower Policy and Procedures	
1.	Policy	38
2.	Encouragement of Reporting.....	38
3.	Protection from Retaliation	39
4.	Where to Report	39
5.	Discipline of Retaliating Employee	39
6.	Administration.....	39
J.	Use of Technology	39
1.	Purpose	39
2.	Scope	40
3.	Unacceptable Use	40
4.	Electronic Communication	41
5.	Monitoring.....	41
6.	Request for Wireless Devices.....	42
7.	Personal Communication Devices.....	42
8.	Violations.....	42
K.	Social Media Policy	43
1.	Purpose	43
2.	Scope	43
3.	Internet Post and Comments	43
4.	Public Comments	44
5.	Complying with Regulations	44

PART III

POSITION CLASSIFICATION AND COMPENSATION

A.	Position Classification Plan	
1.	General Principals	45
a.	Hiring Zones	45

2. Maintenance of Position Descriptions.....	45
3. Creation and Allocation of Positions	45
4. Job Descriptions	45
a. Objectives and Scope.....	45
b. Job Title	46
c. General Definitions of Type and Complexity of the Work.....	46
d. Duties and Responsibilities.....	48
e. Specialized Knowledge, Skills and Abilities (SKSAs)	48
f. Working Conditions, Exposures and Physical Requirements	49
 B. Salary Plan	
1. Objectives and Scope	49
2. General Principles.....	50
3. Exclusion from Salary Plan	50
4. Method and Period of Compensation	50
5. Promotion.....	50
6. Performance Pay Pool	51
7. Cash Bonuses	51
8. Market Adjustments.....	51
9. Administrative Increase	51
 C. Performance Evaluation Plan	
1. Objective	51
2. Performance Levels	52
3. Evaluation of Performance and Related Increase to Base Salary	52
4. Performance Evaluations	53
5. Appeal of Employee Evaluation	54

PART IV

BENEFIT POLICIES

A. Flexible Benefits Plan	55
B. Employee Benefits Choice Program.....	55
C. Deferred Compensation	55
D. Health Insurance	56
E. Dental Insurance	56
F. Short- and Long-Term Insurance.....	57

G.	Aflac Accident and Cancer Insurance.....	57
H.	Virginia Retirement System Retirement Plan	
	1. Service Retirement.....	57
	2. Disability Retirement.....	58
I.	Life Insurance	58
J.	Optional Life Insurance	58
K.	Retirement Pay/Payment upon Death	
	1. Service Bonus	58
	2. Survivor Payment upon Death in Service	58
L.	Voluntary Early Retirement Incentive Plan (VERIP)	
	1. Eligibility	59
	2. Benefits.....	59
	3. Health Insurance Continuation	60
	4. Application.....	60
	5. Approval.....	60
	6. Duration	60
M.	Skills Development and Continuing Education	
	1. Program Guidelines.....	60
	2. Eligibility	61
	3. Requests for Participation in Developmental Opportunities	61
	4. Recommendation for Participation in Developmental Opportunities...	61
	5. Continuing Education	61
N.	Employee Assistance Program.....	65
O.	Recognition Policy	
	1. Service Recognition.....	65
	2. Retirement Recognition	66
	3. Safety Recognition	66

PART V

HOLIDAY AND LEAVE POLICIES

A.	Holidays.....	67
B.	Annual Leave.....	67

C.	Sick Leave	68
D.	Family and Medical Leave Act (FMLA) Leave	
1.	Reasons for FMLA Leave	69
2.	Notice of FMLA Leave	70
3.	Certification.....	71
4.	Reporting While on FMLA Leave	71
5.	Exceptions to Federal Unpaid Leave Provision	71
6.	Medical and Other Benefits	72
7.	Exemption for Highly Compensated Employees.....	72
8.	Intermittent and Reduced-Schedule FMLA Leave	72
E.	Bereavement Leave	73
1.	Condolence Policy	73
F.	Leaves of Absence	73
G.	Court Leave	74
H.	Military Leave	74
I.	Unauthorized Absence	75
J.	Worker's Compensation	75

PART VI

ADMINISTRATIVE PROCESSES AND PROCEDURES

A.	Policy Outlining Travel	
1.	Policy Statement.....	77
2.	Definitions.....	77
3.	Travel Reimbursement Requirements	78
4.	Travel Planning.....	79
a.	Introduction	79
b.	Internet Usage	79
c.	Travel Involving Multiple Employees	80
d.	Conference Procurement	80
5.	Lodging.....	81
a.	Introduction	81
b.	Lodging Reimbursement Rates.....	81
c.	Non-Canceled Hotel Reservations	81
d.	Hotel Bills.....	81
6.	Meals and Other Travel Incidental Travel Expenses (M&IE)	82
a.	Introduction	82
b.	M&IE Reimbursement Allowance.....	82
c.	Allowed Expenses	82

d. Disallowed Expenses	83
e. Travel Credits	83
7. Non-Travel Related Meals	84
a. Business Meals	84
b. Overtime Meals	84
c. Overtime Meal Rates	85
8. Transportation	85
a. ACSA-Owned Vehicle-Temporary Basis	85
b. ACSA-Owned Vehicle-Permanent Basis	85
c. Personally-Owned Vehicle	85
d. Current Mileage Rates	86
e. Cost Benefit Analysis	86
f. Mileage versus Air Costs	86
g. Commuting Mileage	86
h. Travel Routing	87
i. Base Point	87
j. Parking & Toll Expenses	87
k. Public Transportation	87
l. Air & Rail Tickets	88
m. Air & Rail Tickets – Purchase Options	88
n. Additional Airline Fees	89
o. Bus Travel	89
 B. Policy Outlining Credit Card Use	
1. Purpose	89
2. Scope	89
3. Provisions	89
a. General	89
b. Establishing Accounts	90
c. Credit Card Use	90
d. Monthly Reconciliation	91
e. Credit Card Security	91
f. Credit Cardholder Responsibilities	92

APPENDICES

APPENDIX “A”

DEFINITIONS..... 95

APPENDIX “B”

ACSA SALARY PLAN PAY RANGES.....99

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PART I

INSTALLATION AND ADMINISTRATION

It is the fundamental policy of the Albemarle County Service Authority (ACSA) that a fair and uniform personnel management system be established and maintained for its employees in order to ensure the most effective provision of services to the citizens and the community. It is the policy of the ACSA that:

- Employment will be based on merit, without regard to sex, race, religion, disability or political affiliation;
- Just and equitable incentives and conditions of employment will be established and maintained;
- ACSA employees will be paid in relation to the value of the work they perform; performance and skill development will be a major factor in justifying salary adjustments and increases.

A. *AUTHORITY (Revised 6/21)*

Although no policy can be all inclusive, these regulations are intended to cover most facets of the ACSA's Personnel Management Plan. Matters that are not specifically covered will be interpreted by the Executive Director or his designee. Implementation and execution of the Personnel Management Plan is delegated to the Executive Director.

The following is a formal management plan, to be approved by the ACSA Board upon recommendation of the Executive Director. The official Plan for the ACSA will consist of a schedule showing established annual salary grades and working titles of all positions. The ACSA Board will determine the salary grades in the form of a salary resolution and amend the plan by resolution periodically. The ordinary procedure for securing needed amendments to the official Plan will involve investigation and recommendation by the Executive Director on the appropriate action to be taken by the ACSA Board.

The rates of pay of ACSA employees will be in accordance with the scheduled salary grades as adopted and amended by appropriate action of the ACSA Board. The schedule will be effective in all cases except as otherwise provided for in this section. (See Appendix B)

B. *PURPOSES*

Personnel regulations are developed and adopted to provide for the recruitment and development of the best available employee for each position, at all times. The regulations provide for establishing orderly procedures for administering the Personnel Management Plan in such a way as to ensure:

- That employment will be made attractive as a career;
- That all appointments and promotions will be on the basis of merit and fitness, which, as far as is practicable, will be determined by means of job-related, fair and competitive standards;
- That the position classification and compensation plan will conform to the principle of equal pay for equal work under like working conditions;
- That each employee will be encouraged to render their best service at all times.

C. *INTERPRETATION*

These regulations are intended to cover most personnel problems and actions for which the Executive Director is responsible. Those not specifically covered will be interpreted by the Executive Director or his designee in keeping with the intent of these regulations.

D. *OFFICIAL COPY OF THE PERSONNEL MANAGEMENT PLAN*

The Executive Director will maintain an official copy of the Personnel Management Plan, including all amendments thereto. A copy of the official plan will be available for inspection by the public under reasonable conditions during business hours.

Employees may also reference a digital copy of the plan under the Employee Resources tab located on the ACSA Intranet.

E. *ENFORCEMENT*

The responsibility and authority for the enforcement and administration of the rules and regulations set forth herein are delegated to the Executive Director or his designee.

F. *ACKNOWLEDGMENT*

Employees must sign a Personnel Management Plan Acknowledgment indicating they have received a copy of the manual, as a condition of their employment. For a copy of the form, please see the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

The ACSA may at times use photographs, audio, and/or video recordings of employees for the purpose of education, marketing, and employee recruitment on behalf of the ACSA via the internet, print publications and other media. Employees must sign an authorization form to allow the ACSA permission. For a copy of the authorization form or questions regarding the use, see the ~~Human Resource and Administration Manager~~Director of Human Resources and Administration.

PART II

EMPLOYMENT POLICIES AND PROCEDURES

A. STANDARDS OF CONDUCT (Revised 1/15/2015)

1. Hours of Work

The normal hours of work for the ACSA will be 7:30 a.m. to 4:00 p.m. for Maintenance Department, Meter Operations and Construction Inspector employees, and 8:00 a.m. to 5:00 p.m. for all other employees. Lunch period is not to exceed 30 minutes for Maintenance Department, Meter Operations and Construction Inspector employees, and one hour for all other employees. Seasonal and special events adjustment of work hours for certain positions may be authorized by the Executive Director. Department heads have the discretion to grant employees up to a (10) minute morning break, and up to a (10) minute afternoon break.

2. Required Attendance

As a service organization, punctuality and regular attendance are essential. Department heads have the discretion to adjust individual employee schedules based upon approved need. Obviously, there will be unpredictable circumstances, which may make it impossible to be at work on time or to be at work at all. In those circumstances employees should notify their immediate supervisor prior to the start of the workday. Only in emergency situations will notification be accepted by someone other than the employee. In an ACSA emergency, employees are expected to report to work upon the request of their supervisor.

3. Operations During Inclement Weather (Amended 1/15/2015)

Generally, all employees are expected to report to work unless major thoroughfares have been closed due to extreme weather. However, each employee should use their best judgment in deciding whether it is reasonable for them to attempt to get to work. All employees are required to notify their direct supervisor to advise them of the poor weather conditions in their area, expected time of arrival, or the need for annual leave.

Quite often, bad weather conditions are localized in our area and, simply by waiting, employees may be able to safely arrive at work later in the day. If storm conditions have occurred overnight and roadways are reported to be hazardous, you should call the office number, 434/977-4511 after 6:15 a.m. or before leaving home, to determine if the office will be opening late, or not opening at all.

In addition, bad weather can occur during the day after employees have arrived at work. Depending upon the circumstances, employees may be directed to a place of

safety within the building (i.e., tornado warning), or employees may be told to leave, (i.e., in advance of winter weather).

In the event that the office is opened late or closed early because of hazardous weather, the following will be applied for paying wages to hourly employees:

- If the Executive Director closes the office during the day to allow employees the safest travel home, or for a delayed opening due to overnight storm conditions, employees will be paid for a full day worked.
- If the opening of the office is delayed, employees reporting **after** the time set for opening will be charged annual leave for the time between opening and arrival.
- Employees who have been pre-approved for leave, will continue to be charged the number of leave hours the office is open in the event of late opening or early closing; if the office closes for an entire day the employee will not be charged leave at all.
- Employees who do not report to work when the office is open will not be paid for the entire workday (i.e., a full 8 hours, which constitutes a day of annual leave). With supervisor approval, the employee may take the day as annual leave.
- Employees who report to work for the inclement weather crew will be paid for those hours that the office is not open at their overtime rate. The inclement weather crew will work the same total hours the office is opened for that inclement weather event.

Those employees, who are subject to “stand-by duty” as a part of their employment, remain subject to “stand-by duty” during inclement weather. That “if the office is closed for a full day during regular business hours by action of the Executive Director, the Stand-by Duty employee shall be given another day off in lieu of the office closing for normal business. “This day must be taken by the end of the calendar year.

An employee may choose to remain home due to hazardous roads or a blocked driveway but should remain aware of changing conditions and make every effort to clear driveway, etc., in case the employee is called in for a water or sewer emergency. Employees designated to clear parking lots and sidewalks, check directly with your supervisor on operating procedures.

4. Non-Operating Hours Work Policies

a. Purpose

To establish a policy for compensating employees for overtime hours worked.

b. Eligibility and Rate

All non-exempt employees under the Fair Labor Standards Act will be awarded overtime pay when required to work more than 40 hours in any work week, or eight hours in a workday. The non-exempt employee will be compensated at one- and one-half times the regular hourly rate for each workday hour worked in excess of eight hours.

Employees exempted from the overtime provisions of the Fair Labor Standards Act are so identified in the Schematic List of Titles and Position Descriptions (Appendix C & E).

Employees are to be compensated at their overtime rate for all overtime hours worked in non-operating hour's emergencies. For the purposes of this section, emergency is defined as any unscheduled or sudden occurrence requiring immediate action by employees of the ACSA to protect the public safety, health, and welfare, outside of established operating hours.

All non-emergency or scheduled work outside of the ACSA's normal operating hours will be compensated at their overtime rate.

To satisfy the FLSA requirements the official work week of the ACSA is to begin at 7:30 a.m. on Monday and end at 7:30 a.m. on the following Monday.

c. Control of Overtime

The authorization and control of all overtime work is the direct responsibility of the department head. Overtime assignments are permitted only when required by operational necessity, and without which the normal functioning of the ACSA would be adversely affected. All employees working any overtime shall report promptly, in writing, to their supervisor the amount of overtime worked. Department heads must assure that adequate funds are available for any payment for overtime work.

5. Emergency Work Hour Policies (Revised 1/15/2015)

a. Purpose

In order to provide reliable emergency service to our water and sewer customers during ACSA non-operating hours, it is necessary that members of the staff be available to render emergency service. Services performed during these non-operating hours could create unsafe situations the following day due to lack of sleep.

b. Standby Duty Policy

- One Maintenance Department employee will be assigned emergency "Standby Duty" on a weekly basis during ACSA non-operating hours. Each Maintenance Department employee below the position of Operations Supervisor is required to perform

“Standby Duty” on a rotating basis, for which the employee will be compensated with three (3) days’ pay per week or three (3) “Standby Duty” days, whichever the employee chooses.

- “Standby Duty” assignments will begin at the end of the normal workday on Friday and end at the beginning of the normal workday of the following Friday.
- The employee assigned “Standby Duty” may drive the maintenance vehicle, to which he is assigned, home during the designated standby period. This vehicle can be used for official duty only and not for personal use. The employee will be subject to disciplinary action if unauthorized use occurs.
- The employees assigned for each month must exercise their choice of either “Standby Duty” time or “Standby Duty” pay by the first of that month.
- If “Standby Duty” time is selected, these three (3) days must be taken by the end of the calendar year, unless otherwise authorized by the Executive Director. Employees are advised not to save these days until the end of December so they can have an extended vacation during the holidays. The Executive Director can refuse leave approval when the number of leave requests impacts normal operations. Employees who earn standby duty time from the Wednesday before the Thanksgiving holiday in November through December 31st can carry over that time into the next calendar year.
Any remaining unused “Standby Duty” leave not used by December 31st, will be paid to the employee on their January 31st pay.
- If a holiday (or inclement weather day, where the office is closed), falls within the assigned “Standby Duty” period, the employee will be given another day in lieu of the holiday. If the employee selects “Standby Duty” time in lieu of “Standby Duty” pay, the additional day must be taken by the end of the calendar year.
- The “Standby Duty” employee will be given a mobile phone and laptop which must be kept with them at all times during the “Standby Duty” assignment.
- The “Standby Duty” employee must, at all times, stay in such a location that he can receive a call from the after-hours answering service, or may return a call from the service within a 10-minute period.
- The Maintenance employee will be paid for a minimum of two (2) hours when called out while on “Standby Duty”.
- The ~~Operations Manager~~Director of Operations will establish the procedure to determine rotation of standby assignments and may amend, clarify or expand standby procedures periodically by memorandum.
- If the office is closed for a holiday on a Friday, and the “Standby Duty” changes from one employee to another, each employee will

be given two hours of “Standby Time” for compensation in lieu of two hours overtime.

- On the following designated holidays ~~three-two~~ (32) Maintenance employees will be assigned as additional personnel to respond to after-hours emergencies to assist the standby (on call) employee. The ~~three-two~~ (32) additional employees would earn one (1) standby day for each holiday they are scheduled to be available to respond. Maintenance employees will have the opportunity to volunteer for the holiday standby with an expectation that every employee would be available for one of the designated holidays during the year. Employees are expected to be available from 7:30 a.m. on their assigned holiday to 7:30 a.m. the next day. The ~~Operations Manager~~ Director of Operations will develop a system for tracking participation on an annual basis. If this is not effective, employees will be assigned a holiday “Standby Duty” day. The holidays covered for “Standby Duty” include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day. Additional special event designated days, as determined by the Executive Director, may be assigned when warranted.

c. Standby Duty Policy for Pump Station Personnel

The complexities of the pump stations and the implementation of the SCADA system often times require standard on-call personnel to call pump station personnel to respond to, and trouble shoot, issues with the pump stations after hours. Thus, it has been determined that while pump station personnel will not be on the regular standby roster, they will be rotating coverage for pump stations after normal business hours and will be compensated in the following manner:

- Every two months, pump station personnel will submit a Standby Duty Form for 8 hours of standby time or standby pay, for a total of six days per year. This will serve as compensation for being on-call and available for after-hours response to pump station issues. If standby time is selected, that time must be taken by the end of the calendar year in which it was received, unless otherwise authorized by the Executive Director. Employees who earn standby duty time between the Wednesday before the Thanksgiving holiday in November and December 31st can carry over that time into the next calendar year.
- One additional day, or 8 hours, of standby time will be added to the aforementioned compensation, at the end of December, for holiday coverage.
- In the event that the office is closed due to inclement weather, pump station personnel will not receive standby duty pay or an additional day of standby duty time.

- The Pump station personnel who respond to the call will not be compensated for travel time in the event of an after-hours call. They will only be compensated for the call itself. If the pump station personnel who responded to the call needs assistance, the employee called in to help is eligible for travel time.

6. *Non-Operating Hours Policy (Revised 6/21)*

a. *Overtime Pay*

All non-exempt Employees who are required to work during ACSA non-operating hours, either for emergency service or scheduled assignments, will be compensated at one and one-half times their regular hourly rate for each hour worked.

b. *Travel Time*

Individuals called to respond to emergencies outside of normal operating hours will be paid for a minimum of two hours, provided the service call lasts two hours or less. For those service calls greater than two hours, the Employee will be paid for the length of time they are onsite plus one (1) hour for travel. Work time and travel time must be reported separately on the overtime sheet.

c. *Recuperative Leave*

Employees who work between the end of the normal workday and midnight (12:00 AM) may be required to report to work the next normal workday, unless otherwise authorized by the department head.

Employees who work between 12:00 AM and 7:00 AM, Sunday through Thursday, may be required to take the time worked during that period off, at the beginning of the next normal workday, unless otherwise authorized by the department head. All non-exempt Employees will be compensated during the normal workday at their regular hourly rate.

Employees who work for six hours or more between 12:00 AM and 7:00 AM, Sunday through Thursday, may be required to take off the entire next normal (8 hours) workday. All non-exempt Employees will be compensated during the normal workday at their regular hourly rate.

d. *Exempt Employee Discretionary Time*

Exempt employees may be eligible for additional pay, at the normal hourly rate or time off, at the discretion of the Executive Director when they exceed normal work week hours due to an unusual, extraordinary or unscheduled emergency.

7. Conflicts of Interest

Every ACSA employee has a duty to make work decisions in the best interests of the ACSA, and its customers. Employees are prohibited from engaging in any private business or professional activity, or having a financial interest in such activity, which would be or appear to be in conflict with their public responsibilities.

An employee may not accept any money, loan, trips, gift, holiday gift cards, rewards cards, favor, service, business, or professional opportunity of any value that might influence them in the performance of their official duties, or when it is known there is a reasonable likelihood that the item is being offered to influence an ACSA employee in the performance of their duties. An employee must avoid any impropriety or even the appearance of impropriety. The safest course of action is to decline items, or if for a legitimate business purpose, have the ACSA pay for it.

If there is any doubt on what is permissible, an employee is to ask their Department Head, under the advice of the Executive Director, before accepting anything of value.

Each employee having an official responsibility for procurement transactions shall conduct themselves in a manner that avoids both the appearance of impropriety or unlawful (under state law) conflicts of interest.

8. Courtesy

The ACSA is a public agency providing an essential service to its customers. Polite and courteous service should always be rendered to the customer, no matter how trying the circumstances. Employees should remember that the impression they make on people depends on the way those people are treated, and in this respect affects their impression of public employees, and the ACSA, in general.

9. Dress Code

It is the goal of the ACSA to project a positive and professional image at all times. An employee of the ACSA should come to work dressed and groomed appropriately for their working conditions. Employees shall use good judgement to present a professional work image in their clothing and appearance. Certain jobs also require approved safety footwear and safety vests to meet safety standards. Department Heads are to establish departmental guidelines for appropriate or required clothing and appearance based on business needs.

10. Tobacco Use

No tobacco products are permitted in any ACSA building or vehicle. This includes e-cigarettes (vaping) and all smokeless products such as chewing tobacco, moist snuff, and snus. In addition, employees are to refrain from smoking at all building

entrances. Smoking is permitted only in certain designated areas outside the Administration and Warehouse buildings. All employees must dispose of their cigarette butts in appropriate receptacles. A receptacle has been placed at the ACSA's main entrance for the public to discard ashes and cigarette butts. (Revised 07/08, 09/16, 6/21)

11. Discrimination

Employees must not discriminate on the basis of sex, race, color, national origin, age, religion, disability, marital status, citizenship, genetic information, sexual orientation, gender identity or expression, pregnancy, childbirth or related medical conditions, or any other legally protected characteristic. Equal employment opportunity is not just a set of words but a commitment by the ACSA to take affirmative action to provide a workplace in which employee qualifications, merit, and fairness are the governing rules regarding hiring, promotion, compensation, benefits, educational opportunities, and disciplinary actions. Further, the ACSA will give reasonable accommodation for known limitations related to pregnancy, childbirth or related medical conditions. An employee who feels they have experienced or witnessed discrimination in the workplace is required to immediately report such incident. Employees are required to report incidents to either: their immediate supervisor, their department head or any other department head, the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, or the Executive Director. Employees are assured that concerns and reports can be made without fear of reprisal or retaliation.

Please reference **Section E. Policy Against Harassment in the Workplace** for procedures regarding the reporting and filing of a complaint.

B. CONDITIONS OF EMPLOYMENT

1. Hiring Restrictions

No administrator or any other person in a supervisory position will have under direct supervision any employee whose relationship is of the first or second degree, either by blood or marriage. In the event of a promotion which brings about the conditions thus described, the employee of lower rank will be transferred to another position for which he or she is qualified when a vacancy occurs.

Relationship of the first or second degree will mean father, mother, brother, sister, spouse, son, daughter, son-in-law or daughter-in-law, sister-in-law or brother-in-law.

2. Designations of Employment

- a. Full-time employment will be defined as an ACSA employee who is scheduled to work a full eight-hour day and five-day week. They are eligible for maximum fringe benefits.

- b. Part-time employment will be defined as an ACSA employee who is scheduled to actually work less than 30 hours a week and less than 130 hours per month. Part-time employees will earn annual leave, sick leave, and holidays at rates corresponding to the number of hours worked. Part-time employees are not eligible for life insurance, retirement benefits under VRS, nor health care coverage.
- c. Temporary employment, either full-time or part-time, will be defined as a position in which the length of employment, and funding, is limited to a certain length of time.

3. Anniversary Date

Anniversary Date - the anniversary date will be defined as the original date of employment or rehire date.

4. Probationary Period

The probationary period is regarded as an integral part of the evaluation process and will be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to their position and for rejecting any employee whose performance is not satisfactory. The probationary period will be twelve (12) calendar months of employment following employment or re-employment or promotion with the ACSA. Should it become obvious during the probationary period that the employee consistently falls below expectations and appears unable to function effectively in the position, or if any job-related infractions occur, the employee will be subject to immediate dismissal.

The Executive Director may extend a probationary period another six (6) months if an employee's performance requires further evaluation. Special circumstances can be evaluated by the Executive Director for an additional extension. Before the end of the probationary period, the department head will indicate in writing to the Executive Director:

- That they have discussed with the employee the employee's strengths, weaknesses, and accomplishment or failure to meet predefined goals;
- Provide a copy of the employee's 12-month employee performance evaluation;
- Whether the employee is meeting or exceeding all requirements of the position;
- Whether the employee should be retained or dismissed in the position;
- Whether the probationary period should be extended;
- But in no case shall probation be extended beyond 24 months.

The probationary period will be used in connection with promotional appointments in the same manner as it is used for original appointments. If a person is removed during their probationary period following a promotion, he will be entitled to re-

employment rights in their former position if vacant. If not vacant, every effort will be made to re-assign the employee to a position better suited to their talents. However, if this is not possible within a reasonable length of time, the employee's service with the ACSA will be terminated.

5. Interim Evaluation

It is the intent of the ACSA to perform an interim evaluation, in writing, in February of each year, or at the sixth month of probationary employment or at the time an employee is promoted out of their current position. Interim evaluations are used to discuss performance and to note any changes in conditions or assumptions affecting predefined goals. No base pay increases are awarded at the time of interim evaluations.

6. Evaluation Date

All employees will be evaluated annually by July 1, with the exception of persons hired/rehired within the prior twelve months. Those employees are eligible for their first base pay increase based on performance, following twelve months of initial employment. On the following July 1 they will again be evaluated and will qualify for a weighted base pay increase. All future evaluations will be performed, and salary increases will be effective, annually on July 1. See Appendix A, Definitions, Weighted Base Pay Increase.

7. Resignation

A resignation will be defined as a voluntary termination of employment through written notification to the ACSA, initiated by the employee.

All employees desiring to resign their employment with the ACSA will submit written notification of such intent to their supervisor. This notification will include the reason for resignation, the actual date and hour the resignation is to become effective and will be signed by the employee. A copy of the notification will be forwarded to the Executive Director for inclusion in the personnel file.

It is requested that all employees give at least fourteen calendar days' notice prior to the effective date of resignation, except where specific circumstances prohibit such advance notification. Such resignation may be withdrawn by the employee at any time prior to the effective date with the approval of the department head. Employees who resign will receive payment for all accrued annual leave for which they are eligible according to the annual leave policy. An employee is entitled to request annual leave during the period of resignation notice; however, no compensation will be given for holidays occurring after the employee's last actual working day. Final pay checks are processed in the routine manner and will be paid on the next regular pay day once all outstanding items have been addressed.

For those employees who fail to submit the written notification prior to their resignation date, the ACSA will forward a letter certified mail (return receipt requested) stating it is their understanding the employee has voluntarily resigned employment. An employee's failure to respond immediately regarding any errors contained within this certified letter will constitute a valid resignation.

8. Driving

Motor Vehicle Records (MVR) are used to evaluate past driving history. MVR's are to be reviewed at time of hire, and will be entered into the DMV Driver Alert Program, which notifies the ACSA of driving infractions.

More information about driving and fleet management can be found in the *Manual for Safety Policies*.

C. DISCIPLINE

1. Policy Statement

The purpose of this regulation is to provide a guideline to effectively correct an employee's unsatisfactory work performance or misconduct in an effort to promote maximum utilization of employee potential. All employees will be covered under this regulation. With respect to disciplinary matters concerning drugs or alcohol, procedures set out in the Drug and Alcohol Policy Part II, Section D will control.

2. Unsatisfactory Work Performance or Misconduct

Each need for discipline has varying circumstances and requires the exercise of discretion on the part of the employee's supervisor. Disciplinary action may be taken against an employee for any of the following examples of unsatisfactory work performance and misconduct. These examples are not in any way to be construed as a comprehensive listing of possible violations nor are they to be considered as rigid guidelines.

- Recurring tardiness
- Absence without leave
- Violation of Drug and Alcohol Policy
- Sleeping on the job
- Serious neglect of work
- Serious neglect of duty
- Insubordination, defined as refusal to comply with a direct order from a supervisor
- Deliberate or careless conduct endangering the safety of oneself or other employees
- Pattern(s) of safety violations, severity of risk to be determined
- Negligence in the care and handling of ACSA or customer property

- Theft or unauthorized use of ACSA property or of another employee's property
- Incompetence or inefficiency in the performance of required job duties
- Use of offensive, abusive, threatening, coercive, indecent or discourteous language toward supervisors, other employees, or members of the public
- Intentional falsification of personnel records, time records, or any other ACSA records or reports
- Provoking, instigating or participating in a fight while on duty or on ACSA property or in an ACSA vehicle
- Harassing other employees
- Carrying of a weapon during work hours or on ACSA property
- Violation of Conflicts of Interest Policy
- Violation of ACSA Policies

3. Progressive Discipline Policy

The ACSA will support the practice whereby all employees will be disciplined by the same process. The discipline of an employee will be a progressive process in most cases, where disciplinary actions of lesser severity than dismissal can be taken in an attempt to correct an employee's unsatisfactory work performance or misconduct before a dismissal is initiated. However, the ACSA reserves the right to bypass the progressive discipline policy to address breaches of law, ACSA policy and actions by employees which hinder the goals and or public perception of the ACSA. Disciplinary actions may take any of the following forms and are not necessarily restricted to the order set forth below:

- Verbal reprimand
- Written reprimand
- Suspension
- Administrative decrease
- Demotion
- Dismissal

4. Reprimands

The form of a reprimand may be either verbal or written. Subordinate employees may be reprimanded verbally or in writing, and such reprimand may come from a direct supervisor as well as the department head. In cases where a reprimand has been given by a direct supervisor the department head should be made aware of the reprimand immediately.

5. Suspensions

Department heads will have the authority to suspend an employee for a period not to exceed five consecutive workdays. Suspensions for a period of six consecutive workdays or more must have the prior approval of the Executive Director. A written notice of suspension including the items below will be hand-delivered and signed received or mailed certified mail (return receipt requested) to the employee.

- A statement of reasons for the suspension.
- A warning of what further disciplinary action could result, if the situation is not corrected.
- A statement of the employee's right to appeal (if any) in accordance with the ACSA's grievance policy.

A copy of such written notice will be forwarded to the Executive Director for its inclusion in the employee's official personnel file.

6. Administrative Decrease

An administrative decrease will be defined as a reduction within the salary range of a grade as a disciplinary action from the result of unsatisfactory job performance or misconduct. An administrative decrease will require a letter of justification submitted by the department head to the Executive Director. Once approved by the Executive Director, a written notice of the decrease including the items listed below will be hand-delivered and signed received or mailed certified mail (return receipt requested) to the employee.

- A statement of the reasons for the decrease.
- A warning of what further disciplinary action could result, if the situation is not corrected.
- A statement of the employee's right to appeal (if any) in accordance with the ACSA's grievance policy.

A copy of such written notice will be forwarded to the Executive Director for its inclusion in the employee's official personnel file.

7. Demotion

A demotion will be defined as a reduction in the pay grade of an employee in conjunction with a change in lesser job duties and responsibilities; and when an employee is reduced to a lower pay grade, their salary within the new pay grade will be determined by the Executive Director. A demotion will require a letter of justification submitted by the department head to the Executive Director. Once approved by the Executive Director, written notice of the demotion including the items listed below will be hand-delivered and signed received or mailed to the employee certified mail (return receipt requested):

- A statement of the reasons for the demotion.
- In cases where the demotion is not voluntary, include a warning of what further disciplinary action could result, if the situation is not corrected.
- A statement of the employee's right to appeal (if any) in accordance with the ACSA's grievance policy.

A copy of such written notice will be forwarded to the Executive Director for its inclusion in the employee's official personnel file.

8. Dismissal

A dismissal is the most serious form of discipline and will require a letter of justification submitted by the department head to the Executive Director. Once approved by the Executive Director, written notice including the items listed below will be hand-delivered and signed received, or mailed certified mail (return receipt requested) to the employee.

- A statement of the reasons for dismissal.
- A statement of the employee's right to appeal (if any) in accordance with the ACSA's grievance policy.

A copy of such written notice will be forwarded to the Executive Director for its inclusion in the employee's official personnel file.

9. Executive Director's Review

The Executive Director will review all written disciplinary actions to ensure that they conform to the intent of this policy.

D. POLICY REGARDING DRUG USE/ALCOHOL ABUSE (Added 03/22/16)

1. Purpose

The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and state regulations for the Commonwealth of Virginia regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988.

- Further, the purpose of this policy is to make every effort to provide and maintain a drug and alcohol-free workplace.
- The policy shall cover all Albemarle County Service Authority Employees, temporary employees and independent contractors working on or at any ACSA facilities or projects.

- The policy is to establish an Anti-Drug/Alcohol Misuse Policy that complies with the Department of Transportation's (DOT) 49 CFR parts 382 and 40, which mandates that employers provide Drug and Alcohol testing for drivers who are required to hold commercial driver's licenses (CDL), for the use of alcohol and controlled substances. Part 40 outlines the manner in which and by whom these tests are conducted.

The policy's goal is to comply with the Drug Free Workplace statute to eliminate the presence and/or use of alcohol and illegal drugs in the workplace.

- The intent of this policy is to ensure that all ACSA workplaces and sites are safe, productive and secure for employees and the public we serve.
- This policy prohibits the use of alcohol and/or illegal drugs in the workplace as such use may affect an employee's or contractor's job performance; bring discredit upon the reputation of the ACSA as the employer, threaten the safety of fellow employees, the general public, and expose the ACSA to any liability.
- Any questions in relation to this policy should be directed to the Executive Director or to his designee.

2. Definitions

- Alcoholic Liquors: These include alcohol, beer, wine, and any liquid or solid containing alcohol and capable of being consumed.
- Commercial Driver's License: All maintenance personnel are required to obtain and maintain a Class-A Commercial Driver's License as part of their job. Employees that have a Class-A License have a lower Breath Alcohol Concentration (BAC) limit of less than (0.04) while a non CDL holder may have a (BAC) level of less than (0.08).
- Controlled Substance: A federally regulated substance listed Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C.812) and Virginia Code (2.2) that when taken into the body, may impair one's mental faculties and /or physical performance.
- Conviction: A finding of guilt, (including a plea of no contest) or the imposition of a sentence or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- Criminal Drug Statute: A criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

- Employee: Any person who works full-time or part-time, or temporary staff who are directly engaged in the performance of work for the ACSA.
- Legal Drug: Legal drugs include medications prescribed by a physician, and over the counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed by a physician or manufactured.
- Illegal Drug: Any drug which is not legally obtainable or is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal law or State Law (Virginia) which are not authorized for sale, possession, use, and legal drugs which are obtained or distributed illegally.
- Independent Contractor: Any person who performs work for the ACSA under contract.
- Safety Sensitive Functions: Any task performed where the employee performing the task has a responsibility for his/her own safety or the safety of others. The ACSA has established the following list as Safety Sensitive Functions:
 - i. All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations.
 - ii. All time spent at the driving controls of any motor vehicle or any motorized equipment.
 - iii. All time spent performing any assigned duties at a confined space operation.
 - iv. All time spent performing duties involving locating utilities.
 - v. All time spent operating power tools such as chainsaws, pipe saws, drills, grinders, welders, etc.
 - vi. All time spent working on electrical equipment.
 - vii. All time spent working above ground/floor level.
- All time spent on "Standby Duty" Standby will be considered "ready to perform safety-sensitive functions;" therefore failure to be available for an emergency due to drug use or alcohol misuse while on scheduled call will result in disciplinary action up to and including termination.
- Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy), or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission), with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders,
- Workplace: A worksite where service or work is conducted in the performance of an employees or contractors public employment or service.

The workplace shall include jobsite, facilities, properties, buildings, offices, structures, automobiles, trucks, and any location that work is performed as a representative of the ACSA.

3. Policy

It is the policy of the ACSA to ensure that its workplaces are free of alcohol, illegal drugs and controlled substances by prohibiting the use, possession, purchase, distribution, sale, or having such substances in the body. Although the sale and use of alcohol by an adult may be legal, the possession, use, distribution, or dispensation of alcohol in the workplace or in any ACSA vehicle is strictly prohibited.

This policy is applicable while contractors and employees are engaged in any work/service-related activity which includes performance of ACSA business or any services for or by the ACSA.

The possession, use, distribution, or dispensation of alcohol; reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, are all prohibited in the workplace. When reasonable suspicion exists that any employee has reported to work under the influence of alcohol, illegal drugs, or is impaired due to the abuse or misuse of controlled substances or prescribed medications, the employee may be subject to assessment and disciplinary action or termination of employment. If the reasonable suspicion involves an independent contractor or one of their employees, then we will contact their representative to handle the issue.

The unlawful possession, use, manufacture, distribution, or dispensation of a controlled substance or illegal drug; the reporting to work under the influence of a controlled substance or illegal drug; having an illegal drug in the body system; or possession of drug paraphernalia are all prohibited in the workplace.

The ACSA prohibits the use or possession of alcohol while on the job or the use of alcohol while assigned to duty (On call).

As a condition of employment/service with the Albemarle County Service Authority, independent contractors and ACSA employees shall:

- Abide by the terms of this policy;
- Notify their supervisor or department head in writing of any charges and conviction for criminal drug statute violation or any alcohol beverage control law or law that governs driving while intoxicated.
- All employees shall have an obligation to report any legal drug use which may affect their ability to perform any aspect of their job to their supervisor.

- Sign the “Employee Drug Awareness Policy” or “Independent Contractors Drug Awareness Form” provided with the contract documents.

It shall be the responsibility of the ~~Human Resource and Administration Manager~~Director of Human Resources and Administration to establish a drug awareness program for employees to provide training on the following:

- The Employee Assistance Program (EAP);
- The dangers of alcohol use or drug abuse in the workplace;
- The penalties for the use or possession of illegal drugs or alcohol in the workplace;
- The possible penalties and consequences if an employee is charged and/or convicted of a drug or alcohol offense.

It shall be the responsibility of the ACSA to:

- Provide training at least annually to managers and supervisors in the detection of symptoms of drug/alcohol abuse.
- Maintain copy(s) of the Drug and Alcohol Policy in an accessible location.
- Provide a copy of the policy in each employee orientation package and contract documents for contractors (CIP, facilities, etc.).
- Maintain the signed “Employee Drug Awareness Certification Form” in each employee’s personnel file or the signed “Independent Contractor Drug Awareness Form” on file in their contract folder.
- Enforce the policy and take appropriate action against individuals who are convicted or violate the policy within 24 hours from the date of conviction or violation.
- Promptly deal with any possession, consumption, and /or distribution of alcohol, an illegal drug or controlled substance in the workplace, in accordance with legal and administrative disciplinary procedures as outlined in the Personnel Management Plan. Supervisors should contact their Department Head or ~~Human Resource and Administration Manager~~Director of Human Resources and Administration for guidance and/or access to the Drug and Alcohol Policy located in the Personnel Management Plan. However in emergency situations supervisors should first ensure the safety of others and then if necessary, contact 911 should the situation warrant such.
 - i. Employees, who are in violation of the provisions of the Drug-Free Workplace Act, or this policy, shall be subject to disciplinary action, up to and including dismissal, and may be required to participate in a drug rehabilitation program. Independent

Contractors shall be subject to termination of contract or service agreement.

- ii. Employees who are required to have a regular or CDL license who are convicted of a drug or alcohol offense that results in the loss of their driving privileges may be terminated, suspended or demoted at the discretion of the Department Head and the Executive Director.

4. Implementation

The ACSA will not use an employee, for the following 24-hour period, in a function covered by 49 CFR Part 382 who:

- Fails a drug test as verified by the Medical Review Officer (MRO); or
- Refuses to take a drug test required by this policy; or
- Has consumed alcohol within four (4) hours of reporting for duty or being called out for emergency duty; or
- Has been involved in an accident within the last eight (8) hours, if their involvement has not been discounted as a contributing factor in the accident or until they are tested; or
- As a result of testing, has a breath alcohol concentration of 0.02 or greater; or
- Indicates behavior, speech, and performance which causes reasonable suspicion of alcohol or drug influence, and who cannot be tested immediately.
- Employees having a BAC of 0.02 or greater, but less than 0.04 will be removed from duty for at least 24 hours. Employees having a BAC of 0.04 or greater will be removed from duty for at least 24 hours and will be referred to the Employee Assistance Program (EAP) for evaluation. The ACSA reserves the right to discipline any employees who test from 0.02 and above, up to and including termination.
- Any employee operating an ACSA-owned vehicle or mobile equipment who is involved in an accident resulting in a traffic citation and/or which results in the loss of human life or serious injury will be immediately subject to drug and alcohol test.
- Any employee operating an ACSA-owned vehicle or mobile equipment involved in any accident may be requested by a supervisor to submit to a test to protect the ACSA and/or the employee.

5. Drug and Alcohol Testing Requirements

a. Employee Categories

The following employee positions are subject to the Federal Highway Administration drug and alcohol testing as outlined in this policy.

- All ACSA employees required to hold a Commercial Driver's License (CDL) will be subject to all of the following drug/alcohol testing policies.
- ACSA employees who may drive ACSA-owned vehicles in the performance of their job duties, but who are not required to possess a CDL, will be subject to reasonable suspicion and post-accident testing only.
- Any ACSA employee who reports to work and based on observation(s) appears to be impaired will be subject to reasonable suspicion testing.

b. Types of Drug/Alcohol Testing

i. *Pre-employment drug test*

A pre-employment drug test will be requested only if the applicant is selected to be hired for a position requiring a CDL. A current employee who desires to transfer to a position that requires a CDL will be required to take a drug test.

A positive drug test will result in the job offer being withdrawn unless the Medical Review Officer at the testing location can explain that the results should not bar the employment or transfer of the job applicant.

ii. *Random Testing*

All fulltime, part time, and temporary employees required to have a CDL will be subject to unannounced drug/alcohol testing based on random selection.

It is the ACSA's position that employees who are hired to drive a commercial motor vehicle are expected to be available to drive that vehicle, or perform safety sensitive functions, anytime they are at work or on standby duty; unless they have a medical excuse that they are not to drive. Accordingly it is the ACSA's position that testing may take place at any time.

iii. Post-Accident Testing

All employees working in positions covered by this policy whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to the accident will be tested for alcohol and controlled substances. The decision not to have an employee tested will be based on the ACSA's determination that the employee's performance could not have contributed to the accident.

iv. Reasonable Suspicion Testing

It is the employee's responsibility to notify their supervisor of any therapeutic drug use that may alter their ability to perform safety sensitive functions. Beyond that, when there is reasonable suspicion to believe that an employee covered by this policy is using a prohibited drug or alcohol while on duty, the employee will be required to take a test for controlled substances or alcohol.

The required observations for drug/alcohol reasonable suspicion testing will be made by a supervisor or company official who is trained to recognize potential signs and symptoms.

A decision to test must be based on specific observations which can be explained concerning the appearance, behavior, speech, or body odor of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Testing is authorized only if the observations are made during, just preceding or just after the period of the workday that the employee is performing a covered function.

The supervisor or other appropriate supervisory personnel will discreetly inform the employee that there is reason to believe that their performance is being affected by some substance. Ask the employee to explain the suspected behavior and to describe the events that took place from their perspective. If there is still reasonable belief that drugs and alcohol may be a factor in the situation, a request for testing should be made; if no reasonable suspicion is determined, then no request should be made. If a decision is made, then the following steps should be followed.

Record the activity performed that supports the determination to conduct a reasonable cause, alcohol or drug test. This documentation

should be prepared and signed by the supervisor within 24 hours of the request for testing or before the results of the test(s) are released, whichever is earlier, if possible.

Even in the absence of a reasonable suspicion drug/alcohol test under this section, no employee will report for duty or remain on duty requiring the performance of safety-sensitive functions while the employee is suspected of being under the influence of or impaired by alcohol or drugs, as shown by the behavioral, speech, and performance indicators of alcohol misuse or drug use, nor will the ACSA permit the employee to perform or continue to perform safety sensitive functions until both:

- Negative drug test results are reported;
- An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or 24 hours have elapsed following determination that there was reasonable suspicion to believe that the employee had violated the alcohol prohibitions of this policy.

Test results greater than 0.02 or positive drug tests may result in disciplinary actions up to and including termination.

v. Guidelines for Post-Accident and Reasonable Suspicion Testing:

- The employee being tested shall be driven to the testing facility by a supervisor for either a drug or alcohol specimen or both.
- The employee shall be tested for both drug and alcohol if involved in a suspected at fault accident.
- If the employee receives a citation for a moving violation as a result of the accident.
- The employee should be tested for alcohol within two (2) hours of the accident or request, but not more than eight (8) hours after the accident. If the alcohol test is administered after the two-hour mark, then it needs to be documented and filed as to why the test was delayed. If the test is not administered within the 8-hour limit, no further attempts will be made test the employee for alcohol and documentation as to why the test was not administered and filed. A written report

needs to be available upon request from the Federal Highway Administration (FHWA).

- The employee should be tested for controlled substance within 2 hours of the accident or request, but no later than thirty-two (32) hours after the accident or request. All reasonable steps will be made for the employee to provide a urine sample from the employee after an accident. In case of a conscious but hospitalized employee a request will be made for them to obtain a sample to be tested according to the Federal Highway Administration.
- The employee shall not be allowed to operate any ACSA vehicles or motorized equipment until the results are received by the ACSA and the employee is released to return to unrestricted duty.

vi. Return to Duty Testing

Before an employee returns to duty requiring the performance of a safety sensitive function after engaging in prohibited conduct as outlined in this policy, the employee will undergo a return to duty drug/alcohol test that results in a verified negative test result.

vii. Follow-up Testing

Following the determination that a covered employee is in need of assistance in resolving problems associated with alcohol misuse or drug abuse, the ACSA will ensure that the employee is subject to unannounced follow-up drug/alcohol testing as directed by a substance abuse professional (SAP).

Follow-up testing will be conducted when the covered employee is performing covered functions, just before the employee is to perform covered functions, or just after the employee has ceased performing such functions.

A minimum of six (6) unannounced, follow-up tests must be administered within the first 12 months after an employee has returned to duty. The substance abuse professional (SAP) can request additional testing during this period or for an additional period up to a maximum of 60 months from the date the employee returned to duty. The SAP can terminate the requirement for the follow-up testing in excess of the

minimum at any time if it is determined that the testing is no longer necessary.

c. Testing Notification

The Medical Review Officer (MRO) will notify the employee of the results of random, reasonable suspicion, and post-accident drug/alcohol tests if the results are verified as positive, prior to notification of the employee's department head.

Should the employee want the split sample retested as the result of a positive test, the employee needs to make arrangements with the Medical Review Officer's (MRO) staff for prepaying to have the test redone. The ACSA will not be responsible for the expense of the retest.

d. Return to Duty and Follow-up Testing

The ACSA in the event that we have elected to retain the employee and have not exercised its right to terminate the employee will adhere to the Return to Duty and Follow-up Testing guidelines mentioned in previous sections of this policy.

e. Specimen Collection Requirements

Specimen Collection will be as required in the Department of Transportation's 49 CFR Parts 382 & 40 and are incorporated herein by reference. A copy of these regulations is on file in the office of the ~~Human Resource and Administration Manager~~Director of Human Resources and Administration.

f. Refusals to Test and Uncompleted Tests

Compliance with this drug/alcohol testing policy is a condition of employment. Refusal to take a required drug/alcohol test, failure of a drug/alcohol test, or attempting to adulterate a sample may result in the termination of employment by the ACSA.

g. Medical Review Officer (MRO)

The Medical Review Officer must meet the criteria in the Department of Transportation's 49 CFR Parts 382 and 40, incorporated herein by reference. A copy of these regulations is on file in the office of

the ~~Human Resource Manager and Administration Manager~~Director of Human Resources and Administration.

h. Testing Laboratory

The testing laboratory for this policy must meet criteria set in the Department of Transportation's 49 CFR Parts 382 and 40, incorporated herein by reference. A copy of these regulations is on file in the office of the ~~Human Resource and Administration Manager~~Director of Human Resources and Administration.

6. Employee Assistance Program (EAP) & Training Requirements

a. Education

All employees shall receive the following drug and alcohol use education:

- Information on drug and alcohol use will be periodically distributed and displayed in the workplace.
- Copies of this policy will be displayed in the work areas. Copies of the "Administrative Drug and Alcohol Policy" will be given to every employee. This information will be discussed at the time of distribution so that employees understand the content.
- The hot-line telephone number for employee assistance will be displayed in the work areas. Employee Assistance Program (EAP) 434-243-2643

b. Substance Abuse Supervisory Program Training

Employees in the following positions will receive training in the detecting symptoms of drug/alcohol misuse:

- Department Heads
- Managers
- Supervisors

Every supervisor covered by this policy who will determine whether an employee must be drug/alcohol drug/alcohol tested based on reasonable suspicion will receive a one-hour (minimum) training

period on each on the specific, physical, behavioral, and performance indicators of probable drug use or alcohol misuse annually.

7. Rehabilitation

An employee who fails (test positive) for a drug test or alcohol test (0.04 or greater) will be referred to the ACSA's Employee Assistance Program (EAP) or the Medical Review Officer (MRO) who will determine what assistance the employee needs in resolving problems associated with alcohol misuse or drug use. The employee will also be advised by the ACSA of the resources available to the covered employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances. Referral will not waive the ACSA's right to impose disciplinary action up to and including termination.

Successful completion of the prescribed program, if it is determined participation in such a program is needed, will be required for the employee to continue in the employment of the ACSA. The employee will be placed on sick leave, annual leave or leave without pay if sick or annual leave is not available, in order to enter into an approved rehabilitation program. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use will be evaluated by the EAP's substance abuse professional to determine that the employee has properly followed any rehabilitation program.

Reinstatement will be conditioned upon consent for drug/alcohol retesting as scheduled by the MRO or SAP for a period not to exceed 60 months. Positive results on a follow-up test or other evidence of relapse within two years will be grounds for immediate dismissal.

The requirements with respect to referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to a pre-employment drug test or whose drug test results in a verified positive result.

8. Recordkeeping

The ACSA will maintain all records and documentation in the office and under the control of the Executive Director. Please see the ~~Human Resource and Administration Manager~~Director of Human Resources and Administration for records and related information.

Each individual's record of testing and results under the ACSA's Drug and Alcohol Policy will be kept private and confidential. With the exception of the testing laboratory, MRO, designated supervisor(s), ~~Human Resource and Administration Manager~~Director of Human Resources and Administration, or upon request of FHWA

or other Federal or State agency officials as part of an accident investigation, the results of individual drug/alcohol tests will not be released to anyone without the expressed written authorization of the individual tested. Prior to testing, the individual will be informed about who will receive test data as listed above.

All written records will be stored in a secured location with access available only by the Executive Director, ~~Human Resource and Administration Manager~~Director of Human Resources and Administration and FHWA upon request.

Drug/alcohol tests and/or rehabilitation records will only be released to subsequent employers upon written consent from the covered employee. Then only the specific information requested by the employer will be released.

9. Revocation or Suspension of Licenses

Employees who are required as part of their position to have licenses (motor vehicle operator, CDL attachment, water and/or wastewater operator), certificates or other official designations, must notify their supervisor by the next business day if any of these documents are revoked, suspended, lapsed or otherwise modified. Failure to do so may result in disciplinary action up to, and including, dismissal.

Individual Department Heads after consulting with the Executive Director will determine whether an employee will be reprimanded, suspended or terminated as a result of the revocation or suspension of licenses listed in the previous paragraph.

E. POLICY AGAINST HARASSMENT IN THE WORKPLACE

1. Policy Statement

It is the policy of the ACSA to provide a working environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments in any form, based on an individual's sex, race, color, national origin, age, religion, disability, marital status, citizenship, genetic information, sexual orientation, gender identity or expression, or any other legally protected characteristic will not be tolerated. This policy includes reporting procedures and remedies in the event of harassing behavior directed to employees by fellow employees, as well as harassing behavior from non-employees with whom employees have contact as a result of employment.

2. Workplace Harassment

Offensive behavior toward an employee may constitute workplace harassment if:

- The conduct occurs because of a person's inclusion in a legally protected class;

- The conduct is unwelcome;
- The conduct results in a tangible employment action against the alleged victim (termination, demotion, denial of promotion, decrease in pay, or altering that individual's duties in a way that blocks the individual's opportunity for promotion or salary increase);
- Or if the conduct is sufficiently severe or pervasive to create a hostile, intimidating or offensive work environment, to unreasonably interfere with a person's work performance, or to otherwise adversely affect terms, conditions, or opportunities of a person's employment.

Such behavior can include, but is not limited to:

- Repeating stereotypical jokes or making stereotypical comments related to race, age, sex, sexual orientation, gender identity or expression, national origin, citizenship, marital status, genetic information, religion or disability or any other legally protected characteristic;
- Displaying derogatory pictures or offensive printed material;
- Insults, name-calling, and any other words or comments that demean, stigmatize, intimidate, or single out a person because of one's sex, sexual orientation, gender identity or expression, race, religion, national origin, citizenship, marital status age, disability, genetic information, or other legally protected status;
- Physical contact, invading one's physical space, damaging one's personal property, offensive gestures, or any other demeaning physical act directed at someone based on their legally protected status.

3. Sexual Harassment

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment or a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct that includes making or using derogatory comments, epithets, slurs or jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes or invitations;

- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal, written or physical), requests for sexual favors, and other verbal, written or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- submission or rejecting of the conduct is used as a basis for making employment decisions; or
- the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

4. Employee Responsibilities

All employees are responsible for assisting in the prevention of harassment by refraining from participation in, or encouragement of, actions that could be perceived as harassment. An employee who feels they have experienced or witnessed sexual or other unlawful harassment in the workplace is required to immediately report such incident. Employees are required to report incidents to either: their immediate supervisor, their department head or any other department head, the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, or the Executive Director. Employees are assured that concerns and reports can be made without fear of reprisal or retaliation.

5. Supervisor Responsibilities

Each supervisor and department head is responsible for assisting in the prevention of harassment by monitoring the work environment for signs that harassment may be occurring; counseling employees on the types of behavior prohibited, and knowing and following procedures for reporting and resolving complaints of harassment set out below.

6. Complaint Procedures

All allegations of sexual or other unlawful harassment will be quickly and discreetly investigated. To the extent possible, confidentiality of the complainant and any other witnesses, as well as the harasser, will be protected against unnecessary disclosure.

- Any employee encountering harassment is encouraged to tell the person directly responsible that their actions are unwelcome and offensive. The employee should document all incidents of harassment in order to provide the fullest basis for investigation.

- If the incident is serious (i.e., physical advance), unacceptable or repeated, especially if the employee has asked the offender to refrain from such behavior in the past, a written complaint should be filed immediately.
- A complaint should be reported to one's immediate supervisor, a supervisor from another department, their department head or any other department head, the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, or the Executive Director. The employer representative taking such complaint must document all information including dates, times, places, names, and quotes.
- The employee will be informed as to how and when the employer representative intends to follow up on the complaint. If the situation warrants, immediate steps to protect the employee from further harassment may be taken.
- If necessary, an investigation panel may be appointed by the Executive Director, made up of one non-supervisory employee, one supervisor not directly responsible for the employee filing the complaint, and the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

7. Corrective and/or Disciplinary Action

Any employee engaging in sexual or other unlawful harassment will be subject to disciplinary action, including one or more of the following:

- An order to *stop* by their supervisor or immediate department head
- A written warning that violations will be punished
- Suspension with or without pay
- Discharge Dismissal

In addition, the filing of a false complaint, or false statements during an investigation will be subject to disciplinary action as stated above.

8. Recourse through Other Policies/Agencies

Employees who have encountered harassment, or employees accused of harassment, are not precluded by this policy from filing a complaint with the Equal Employment Opportunity Commission (EEOC). Employees may also file an appeal or grievance through the ACSA's grievance policy.

F. OFFICIAL PERSONNEL FILES (Revised 06/21)

The official personnel file will contain all personal information related to an individual employee's performance, wage and salary, selection, employee relations, arbitration hearings, education and training history, and is to be maintained by the

Executive Director or his designee(s). Information pertaining to any personnel related aspect of employment or job performance (e.g., letters of reprimand, letters of commendation, unemployment compensation requests, etc.) will also be contained in this file. It is important to keep the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration informed of any changes to personal status (change of address, phone number, marital status, emergency phone numbers, change in beneficiary, etc.).

Any medical information associated with employment, FMLA records and Immigration I-9 records, will be kept in a separate confidential file with access only to the employee and the Executive Director, or his designee.

The access, dissemination, and purging of information contained within the file will be in accordance with the Government Data Collection and Dissemination Practices Act as may from time to time be amended. There will be no dissemination of any personnel information contained within the official personnel file to any individual organization not having regular access unless a Voluntary Release of Information Form has been completed both by the employee and the requesting individual agency.

The following individuals will be designated as having regular access to all official personnel files:

- The Executive Director and/or his designee(s) authorized in writing;
- The members of a Grievance Panel;
- The Virginia Employment Commission - Unemployment Compensation Division;
- Federal, State, or local agencies to create additional personnel records after employment;
- Federal, state or local law enforcement agencies during the investigation of a violation or potential violation of the law.

The following individuals will be designated as having regular access to a limited number of the official personnel files:

- Individual employees or former employees will have regular access to their own personnel file after having satisfactorily demonstrated their identity, and may review their file in the presence of a member of the Administration staff;
- Department heads and immediate supervisors can access the official files of employees under their supervision and review only in the presence of a member of the Administration staff with written authorization;
- The Executive Director is authorized to allow access in other situations.

G. GRIEVANCE AND APPEALS POLICY AND PROCEDURES (Amended 09/16)

1. Policy

It is the policy of the Albemarle County Service Authority (ACSA) to provide fair, equitable, and satisfactory working arrangements for its employees. Every effort will be made to resolve employee grievances informally with the least amount of worry and delay. However, in some cases it becomes necessary to proceed through a formal appeal and panel review to handle thoroughly a given grievance. Accordingly, the following procedures and regulations are established. This procedure does not apply to department heads or employees within their probationary period.

2. Definition of Grievance

As defined in Section 15.2-1507.A.1 of the Virginia State Code, a grievance will be defined as "...a complaint or dispute by an employee relating to his employment, including but not necessarily limited to (1) disciplinary actions, including dismissals, disciplinary demotions and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance; (2) the application of personnel policies, procedures, rules, and regulations, including the application of policies involving matters referred to in" *paragraph 3 below*; "(3) discrimination on the basis of race, color, creed, religion, political affiliation, age, disability, national origin or sex, sexual orientation and (4) acts of retaliation as a result of the use of or participation in the grievance procedure or because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, has sought any change in law before the Congress of the United States or the General Assembly, or has reported an incidence of fraud, abuse, or gross mismanagement. For the purpose of clause (4) there shall be a rebuttable presumption that increasing the penalty that is the subject of the grievance at any level of the grievance shall be an act of retaliation." Complaints of sexual harassment will be addressed through procedures set out in Section ~~D-E~~ Policy against Harassment in the Workplace; however, employees may file an appeal or grievance based on the administration of those procedures.

3. Management Rights

Employees are advised that conditions of employment and law and policy established by the ACSA are not grievable. By State law, wages, salaries, and fringe benefits are likewise not grievable.

In addition, it is to be understood that establishment of this grievance procedure will in no way remove the right of the ACSA to do the following, provided, however, that none of these rights may be exercised in an arbitrary or capricious manner:

- Direct the work of its employees
- Hire, promote, transfer and assign employees
- Suspend, demote or dismiss employees for cause
- Maintain the efficiency of ACSA operations
- Relieve employees from duty because of a lack of work or for other legitimate reasons

- Take actions necessary to carry out duties of the ACSA in emergencies
- Determine the methods, means and personnel necessary to carry out operations
- Control and manage the ACSA's property and maintain the ACSA's function and operations.

4. Determination of Grievability

If some question should exist concerning the grievability of a specific problem, and if the question cannot be resolved to the satisfaction of both the employee and their supervisor at the departmental level, the employee may make a request for a ruling of grievability from the Executive Director, who will respond within five working days. Only after grievability has been determined will a grievance be processed through the grievance panel stage. The decision of the Executive Director may be appealed by a grievant to the Circuit Court for a hearing de novo on the issue of grievability. Proceedings from review of the decision of the Executive Director will be instituted by filing a notice of appeal with the Executive Director within ten (10) working days after the date of the decision and giving a copy thereof to all other parties.

5. Grievance Procedures

An employee wishing to file a grievance will have the right to follow all the steps of this procedure as listed below with complete freedom from reprisal. This does not, however, confer the right upon anyone to make slanderous or libelous statements.

STEP 1

An employee who has a grievance, as defined herein, will within twenty (20) *calendar* days of the occurrence of the action or event causing the grievance or of the date when the employee could have reasonably been expected to have learned of the act or event, contact their immediate supervisor for a discussion of the grievance. The supervisor will immediately discuss the grievance with the employee and make a careful inquiry into the facts and circumstances of the complaint. The supervisor will give the employee a written reply within seven (7) working days following receipt of the complaint. A copy of the written grievance and the supervisor's written reply will be forwarded to the Department Head.

STEP 2

If the grievance is not resolved as a result of STEP 1, the employee may within five (5) working days thereafter file a written grievance with their department head. The employee must be sure that the written grievance is complete in all detail at this stage of the procedure. No additions, deletions or adjustments to the original grievance will be allowed or accepted at a later point within the procedure. The department head will then make a separate inquiry into the complaint and inform the employee in writing of their decision and the reasons therefore within seven (7) working days following receipt

of the written grievance. A copy of the written grievance and department head's written reply will be forwarded to the Executive Director.

STEP 3

If the department head's response does not resolve the grievance, the employee may within five (5) working days thereafter file a written request for a hearing with the Executive Director containing the employee's explanation of what has occurred. A copy will also be sent to the employee's department head. Upon receipt of the written request for a hearing, and verification that STEPS 1 and 2 have been exhausted, the Executive Director will within five (5) working days schedule the hearing requested, or decline to act and pass the request to STEP 4. If the Executive Director grants the hearing, he may request the presence of the department head or any other ACSA official at the hearing, and the employee may also have a representative(s) of their choice present. The Executive Director will give the employee a written reply within five (5) working days after conclusion of the hearing. A copy of the reply will be sent to the employee's department head.

STEP 4

If the Executive Director's reply does not resolve the grievance, the employee may within seven (7) working days thereafter request in writing to the Executive Director that their grievance be submitted to a panel hearing. In submitting this written request it is not necessary that the employee again provide a written explanation of what has occurred as this was contained in their written request submitted at STEP 2 and 3 and as part of the record will be made available to the grievance panel.

Within seven (7) working days after the date of the written request for a panel hearing, or after referral by the Executive Director as one option in STEP 3, the Executive Director will supply the department head with a list of five (5) prospective panel members to hear the grievance, none of whom may have been involved in an earlier phase of the grievance. Three members who will constitute the panel will be selected from this list - one member will be chosen by the department head; one member will be chosen by the grievant; and the remaining member will be selected by the first two appointees. The Executive Director will arrange an organizational meeting of the grievance panel within five (5) working days from the date of selection at which time a chairman will be chosen and a date established for a panel hearing. This date will be within ten (10) working days of the organizational meeting. The panel has the responsibility to interpret the application of appropriate ACSA policies and procedures in the case. It does not have the prerogative to formulate or to change policies or procedures.

The employee may have present at the hearing a representative or legal counsel at their own expense. Copies of the written record in the case from STEP 2 and 3 will be provided the panel members by the ACSA.

The conduct of the hearing will be as follows:

- The panel will limit attendance at the hearing to persons having a direct interest in the case.
- The panel may at the beginning of the hearing ask for statements clarifying the issues involved.
- Exhibits, when offered, may be received in evidence by the panel, and when so received will be marked and made part of the record.
- The employee and supervisor, or their representative, will then present their claim and proofs and witnesses who will submit to questions or other examination. The panel may, at its discretion, vary this procedure but will afford full and equal opportunity to all parties and witnesses for presentation of any material or relevant proofs.
- The parties may offer evidence and will provide such additional evidence as the panel may deem to be necessary to an understanding and determination of the dispute. The panel will be the judge of relevance and materiality of the evidence offered. All evidence will be taken in the presence of the panel and of the parties.
- All evidence taken by the panel will be under oath.
- The majority decision of the panel will be submitted to the ACSA Board of Directors for review, and will thereafter be final unless the Board finds that the panel exceeded its authority.

H. POLICY OUTLINING EMPLOYEE RECRUITING PROCEDURES (Revised 06/16)

1. Purpose

It is the goal of the ACSA to employ the best qualified candidates for available ACSA positions while engaging in recruitment and selection practices that are in compliance with all applicable employment laws and which are free from any form of hiring discrimination, based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic.

The procedures outlined here are intended to ensure that all hiring opportunities and the process of accepting and reviewing applications are handled properly and in a consistent manner for all positions that may become available.

2. Job Posting Procedures

~~It is the ACSA's philosophy believes in to promote promoting from within whenever possible, and is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices. There are some situations where~~ All open jobs positions will be announced electronically and posted both internally only, when a qualified candidate exists within the organization.

~~Such a decision will be made by the hiring department head with concurrence from the Executive Director and externally.~~

All advertisements will be prepared by the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, both for internal and external publication. Requests for advertisement should be received in that office at least five (5) working days prior to the proposed publication date(s). All internal publications will be advertised for a minimum of 10 business days. Employees will be notified by email and posting.

Completed applications will be submitted to the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration. Initial review will ensure that the application has been properly completed and signed. A cover letter detailing reasons a candidate should be considered are preferred.

Once initial review has been made, applications will be forwarded to the hiring department head for review and interview selection. The Administration department will arrange interviews. The ~~Human Resources and Administration Manager~~Director of Human Resources and Administration will arrange pre-employment drug screenings, physicals, and background checks for the final candidate. Reference checks will be conducted by the hiring department head or ~~Human Resources and Administration Manager~~Director of Human Resources and Administration. A verbal offer should be made contingent upon the completion of both screenings and background checks, followed up with a written offer of employment.

Upon completion of the interview process, all applicants will be advised of the selection outcome. This may be done in writing by the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

I. WHISTLEBLOWER POLICY AND PROCEDURES (Revised 06/16)

1. Policy

The Whistleblower Policy encourages employees to come forward with credible information on illegal practices or serious violations of Albemarle County Service Authority (ACSA) policies and procedures. This policy describes how to report suspected wrongdoing and specifies that the ACSA will protect the reporting person from retaliation.

2. Encouragement of Reporting

The ACSA expects employees to report any illegal practices or serious violations of ACSA policies, including illegal or improper conduct by the ACSA itself, by its leadership, or by others on its behalf. Appropriate subjects to raise under this policy include:

- Financial improprieties, accounting or audit matters, violation of the ACSA Rules, Regulations and Policies, or other similar illegal or improper practices or policies.
- Matters of alleged discrimination or harassment via Human Resources channels, unless those channels are themselves implicated in the wrongdoing.
- This policy is intended to encourage reporting of wrongdoing, and is not intended to provide a means of appeal for general adverse employment decisions.

3. Protection from Retaliation

The ACSA prohibits retaliation against staff for making good faith complaints, reports, or inquiries under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. Retaliation is any adverse action taken against an employee for reporting information pursuant to this policy. The ACSA reserves the right to discipline persons who make knowingly false complaints, reports, or inquiries in bad faith.

4. Where to Report

Complaints, reports, or inquiries may be made under this policy on a confidential or anonymous basis. The report of the incident shall include:

- Names of involved employee(s) and other parties
- Factual description in detail of the specific violation

Complaints should be directed to the Executive Director and/or the Chairman of the Albemarle County Service Authority Board of Directors; if both persons are implicated in the complaint, report, or inquiry, it should be reported to the Vice-Chairman of the Albemarle County Service Authority Board of Directors and/or the remaining Board members. The ACSA will conduct a prompt, discreet, and objective review or investigation. Employees must recognize that the ACSA may be unable to fully evaluate a vague or general complaint, report, or inquiry that is made anonymously, and it may be difficult to conduct any investigation without specific facts or identification of the reporting employee in confidence.

5. Discipline of Retaliating Employee

Any employee of the ACSA who retaliates against an individual in violation of this policy will be subject to discipline up to and including termination.

6. Administration

The Executive Director shall be responsible for administration of this policy.

J. USE OF TECHNOLOGY

1. Purpose

To better serve our customers and provide our employees with the best tools to do their jobs, ACSA makes available to our workforce access to one or more forms of electronic media and services, including the computer, internet, email, voicemail, phone, wireless devices and network systems, hereafter referred to as “Technology Systems”.

The ACSA encourages the use of Technology Systems and associated services; they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the ACSA are ACSA property and their purpose is to facilitate and support ACSA business. All users of Technology Systems have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all employees are responsible, the following guidelines have been established for using Technology Systems. The intent is to clarify the ACSA’s policy regarding the use of these systems. This policy does not enumerate all of the possible uses of Technology Systems.

2. Scope

This policy applies to all ACSA employees who access ACSA-owned equipment. An employee’s right to access the Technology Systems immediately ceases upon termination of employment.

3. Unacceptable Use

ACSA employees may not abuse their access to the Technology Systems. Abuse may consist of either excessive or unacceptable use. Generally, a use is unacceptable if it conflicts with the ACSA’s purpose, goal or mission or with an employee’s authorized job duties or responsibilities. Examples of unacceptable uses include, but are not limited to, the following:

- Excessive personal use of the Technology Systems (personal use will be deemed excessive if, in the opinion of an employee’s Department Head, the use detracts from the individual employee’s or the Department’s productivity). In addition, personal or unauthorized use of ACSA-owned phones is not permitted.
- Communicating to promote personal business ventures or to advertise or solicit funds for political, religious, or other personal causes;
- Communicating for illegal purposes including, but not limited to violating copyright laws, using or copying unauthorized software, or accessing restricted systems;
- Interfering with or disrupting network users, services, or equipment including, but not limited to damaging equipment, knowingly spreading malware,

- impersonating another user, accessing a system without authorization, or destroying communication systems or electronic files;
- Purposely accessing or distributing any communication which may constitute or contain intimidating, hostile, pornographic, offensive or discriminatory material on the basis of sex, race, color, religion, national origin, sexual orientation or disability. As a benchmark, users should avoid any language that would be inappropriate in a courteous letter or memorandum. (The content of e-mail and voicemail messages is subject to established ACSA personnel and harassment policies as well as all state and federal laws).

4. Electronic Communication

Employees are perceived to act as representatives of the ACSA in all of their work-related communications. Responsible use of electronic communication requires discretion, professionalism and awareness of potential liability.

Employees must understand at all times that:

- Electronic communications may be public records and may be the object of discovery requests in litigation matters. Even after e-mail messages have been deleted, they may exist indefinitely in stored printouts and/or back-ups. Employees should exercise awareness that they are creating ACSA documents.
- Electronic media are subject to copyright and trademark laws. All copyright and trademark laws apply to electronic communication. Employees should ensure that they are entitled to any file or software they download, message they circulate, or product they use prior to appropriating or distributing the item in question.
- Electronic communications, including e-mail, must be retained in compliance with Virginia State Library Records Retention and Disposition Guidelines and are subject to the Freedom of Information Act.

5. Monitoring

Electronic Communication is a privilege. The Technology Systems are business tools provided by the ACSA. The ACSA has a legitimate interest in protecting confidential information, preventing abuse of the systems and maintaining employee productivity. The ACSA reserves the right to monitor, review and audit employee's use of these systems at any time. By using the ACSA system, the user implicitly consents to monitoring.

No electronic communication is assured to be confidential. Authorized passwords will routinely be created and made available to employees. The use of a password does not create any right of privacy nor guarantee of an employee's privacy. Any password shall be protected so that it is not further disclosed to any person who

does not need to know the password. The unauthorized use of passwords is strictly prohibited.

Access to an employee's electronic communication shall be allowed to managers, supervisors or department head upon request. In addition to possible monitoring by managers, supervisors and department heads, network administrators may review files and communications (except where protected by agency-specific confidentiality laws) to keep the Technology Systems working properly and ensure that users are using the systems responsibly. Users should not expect that their use of ACSA systems will be "personal" or private. In addition, ACSA may review phone bills or logs and confirm the nature and appropriateness of phone calls made by any ACSA communications device (including cell phones). The ACSA expressly reserves the right to access, retrieve, review and delete any communication created, received or sent in the Technology System at any time without notice.

6. Request for Wireless Devices

An employee's Department Head may approve the issuance of an ACSA-owned wireless device to an employee whose position regularly requires remote communications. Department Heads shall be responsible for determining which employees should receive a wireless device and for monthly monitoring of the employee's use. All ACSA-owned wireless and peripheral devices shall remain property of the ACSA and must be returned upon request or if employment ceases. The ACSA may take legal action to recover costs of damaged or lost devices or related equipment.

7. Personal Communication Devices

The ACSA is committed to providing a work environment that is safe, customer focused, and free of unnecessary distractions related to personal communication devices such as cell phone usage. The use of personal communication devices in the workplace can interfere with employee productivity and safety; and can create issues regarding privacy, breach of ACSA security, unacceptable customer service, and loss of sensitive information. This includes, but is not limited to personal cell phone calls and texting.

ACSA encourages a reasonable standard of limiting personal calls and texting to rest periods (i.e. one 10-minute break) and meal periods. Cell phones and texting must not interfere with the employee's productivity, safety, or become a disturbance to others. Cell phones must be set to vibrate or silent mode instead of sounding ring tones. Flexibility will be provided in emergency and urgent circumstances demanding immediate attention.

Employees whose job responsibilities include regular or occasional driving are expected to refrain from using cell phones and texting while in moving company vehicles. Passengers are also discouraged from distracting drivers by the use of

personal communication devices while in company vehicles. Safety must come before all other concerns.

ACSA is not responsible and will not be liable for the loss or damage of personal communication devices or electronic devices brought into the workplace.

8. Violations

Any employee who abuses the privilege of their access to e-mail, assigned ACSA phone, or the Internet in violation of this regulation may be subject to disciplinary action, including possible termination of employment, legal action, and criminal liability.

K. SOCIAL MEDIA POLICY

1. Purpose

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, ACSA may consider participating in social media formats to reach a broader audience. While the ACSA's website is the primary Internet presence, the ACSA recognizes that, when used appropriately, social media may be useful in furthering the goals and the missions of its departments.

2. Scope

This policy applies to all ACSA employees.

3. Internal Post and Comments

A social media presence should be second priority to the ACSA website. Posts should be brief and wherever possible have links that direct users back to the ACSA's official website for more information, forms, documents, or online services necessary to conduct business with the ACSA. To maintain consistency, the Webmaster, as well as those designated by the Executive Director, are the only authorized agents to establish, post or engage in social media as official representatives of the ACSA.

Social media content and comments containing any of the following shall not be allowed for posting:

- Comments not topically related to the post being commented upon;
- Harassing statements;
- Matters in litigation or otherwise in dispute, or that likely could be in the future;
- Non-public information of any kind;
- References to illegal or banned substances and narcotics unless for public educational purposes;
- Pornographic, sexually-oriented, otherwise offensive or illegal materials;

- Defamatory, libelous, offensive, or demeaning material;
- Do not engage in a combative exchange;
- Solicitation of business other than official ACSA business;
- Comments supporting/opposing political campaigns/ballot questions;
- Information that might compromise the safety or security of public buildings or activities;
- Disparaging/threatening comments about or related to anyone;
- Personal, sensitive or confidential information of any kind.

4. Public Comments

The comments expressed on ACSA social media accounts, other than those posted by the ACSA; do not reflect the opinions and position of the ACSA or its employees.

Once a comment on a post is added, the ACSA reserves the right to remove submissions which contain the following:

- Vulgar language;
- Personal attacks of any kind;
- Offensive or disruptive comments;
- Spam;
- Advertising;
- Clearly off topic comments;
- Promoting particular services, products, or organizations;
- Inappropriate links;
- Advocating illegal activity;
- Infringement on copyrights or trademarks;
- Violations of ACSA policies.

In the event a public comment needs to be removed due to aforementioned reasons, the ACSA's authorized agent must take note of the comment and when it was made and remove the comment.

5. Complying with Regulations

The ACSA is responsible for complying with all applicable laws, policies and regulations. This includes adherence to established laws and policies regarding copyright, records retention, and the Virginia Freedom of Information Act (FOIA).

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PART III

POSITION CLASSIFICATION AND COMPENSATION

A. POSITION CLASSIFICATION PLAN (Revised 6/14, 2/16)

1. General Principles

Position Classification is a basic tool of personnel management designed in order to define the placement of the positions within the pay structure.

The process of determining the placement of a position in the pay structure is determined by an outside consultants' analysis of the market.

a. *Hiring Zones*

Hiring Managers have the authority to offer the minimum salary range plus 20%; any amount above would require the Executive Director's approval.

2. Maintenance of Position Descriptions

It will be the duty of each department head to submit to the Executive Director revised position descriptions for all affected positions each time a department or division under their supervision is permanently or substantially reorganized with respect to the essential functions for which any one position was created. In addition, the Executive Director may request department heads or employees to submit position descriptions on a periodic basis, or at any time he has reason to believe there has been a change in the essential duties and responsibilities of one or more positions. Position descriptions will be maintained by the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration and made available to all employees.

3. Creation and Allocation of Positions

Establishment of new positions requires the approval of the Board of Directors upon recommendation by the Executive Director. The head of the respective department will complete a position description covering the essential duties and responsibilities of the proposed position. The Executive Director, with the assistance of an outside consultant, will recommend allocation of the position to the pay structure.

4. Job Descriptions

a. *Objectives and Scope*

The job descriptions are not intended to be restrictive. The use of a particular description as to duties, qualifications or other factors will

not be held to exclude others of similar kind or quality. Descriptions are intended to indicate the kinds of positions which will be allocated to the pay structure established. A position description may not be a description of the work of one person but may summarize that of several persons doing similar work.

The working titles given to positions herein were selected on the following basis:

- i. to be as clear and descriptive as possible;
- ii. to use terms unique to the ACSA's specific work requirements;
- iii. to be as brief as possible;
- iv. to indicate the level of difficulty;
- v. to conform to applicable state and federal laws.

Position Descriptions consist of:

- i. Job Title
- ii. Direct Reports
- iii. Access to sensitive confidential information
- iv. Handling of ACSA funds
- v. FLSA Status
- vi. Background Checks Required
- vii. Position Summary
- viii. Duties and Responsibilities
- ix. Qualifications - Education
- x. Years of Experience, Specialized Knowledge, Skills and Abilities (KSAs), Professional Licensures and Certifications
- xi. Other Characteristics
- xii. Working Conditions, Exposures and Physical Requirements

b. Job Title

The Job Title is a brief and descriptive designation of the type of essential functions performed. Where there is more than one level in an occupational series, a designation of "Senior", I or II may be given to the position with a higher degree of difficulty and/or seniority.

c. General Definitions of Type and Complexity of the Work

- i. Type and Complexity of the Work. In developing these job descriptions, a series of standardized terms may be used. For clarity in interpreting and evaluating the job requirements, an explanation of these terms is presented here.
 - Unskilled - work requiring the use of common physical skills in the performance of uncomplicated tasks.

- Semi-Skilled - work requiring the use of specialized physical skills in the performance of uncomplicated tasks.
- Skilled - work requiring the use of specialized physical skills in the performance of complicated tasks.
- Clerical - work requiring the use of basic language, mathematical and social skills in the orderly duplication, processing, recordation and maintenance of informational documents.
- Skilled Clerical - work requiring the use of basic language, mathematical, social and specialized physical skills in the orderly production, duplication, processing, recordation and maintenance of informational and financial documents, and requiring typing and/or stenographic skills.
- Technical - work requiring the specific application of detailed procedures and techniques to recurring situations or problems. Work may also require specialized physical skills.
- Professional - work requiring the application of advanced knowledge and personal ingenuity, creativity, estimation or related input and often advanced social skills, to the solution of complex problems or situations.
- Administrative - work requiring the application of general procedural knowledge and advanced social skills in the planning, organizing, coordinating, directing and/or control of agency activities, procedures and practices.

ii. Level of Work may include the following terms:

- Routine - the intermediate level of the type of work performed, requiring the incumbent to handle a restricted scope of simple or more basic assignments or problems.
- Responsible - the intermediate level of the type of work performed, requiring the incumbent to handle a variety of the typical assignments or problems.
- Difficult - the senior and often supervisory level of this type of work, requiring the incumbent to handle all assignments or problems, except those requiring unit or department policy or procedural change.

- Complex - the highest level of mastery of this type of work, often a managerial position. It requires the incumbent to handle or direct the handling of all assignments or problems.
- iii. Supervision/Direct Reports. This evaluation considers the time and effort required of another employee (supervisor) during the normal work period. The following terms have been used:
- Regular Supervision - employee generally works independently, following standard practices requiring only occasional supervision, work is checked periodically for quality, accuracy and quantity; supervisor normally available for consultation and advice upon request.
 - General Supervision - requires only general direction, working from broad policies and on general objectives. Refers specific matters to superior only when interpretation of municipal or agency policies is deemed necessary; sets own standard of performance, limited only by general policies and budget; direct responsibility for final results.
 - Supervision Exercised - indicates the employee's responsibility to supervise the work of others, and is based both on the type of supervision exercised and the size of the group over which the supervision is exercised. For the purpose of uniformity, a small group is usually less than six employees; a medium group is between six and twenty employees; a large group is more than twenty employees.

d. Duties and Responsibilities

This section is intended to enable the reader to develop a more complete concept of the actual work performed in the various positions by task and dimension. It lists the functions for which the position was created, including the most common combination of tasks and responsibilities and gives some indication of the range of duties found in the position. These are the primary functions for which employees will be evaluated, although all areas of responsibility will be discussed.

e. Specialized Knowledge, Skills and Abilities (SKSAs)

This section describes the entry level skills, knowledge, and experience needed for the position, followed by representative skills, knowledge and abilities that, throughout the employee's career

progression, can lead to mastery of skills, including technical or professional, and relationship-oriented.

In developing these representative skills, use may be made of terms such as "some knowledge." For clarity in interpreting and evaluating the job requirements, definitions of these terms follow:

- Some Knowledge - sufficient familiarity with the subject to know elementary principles and terminology and to understand simple problems.
- General Knowledge - sufficient knowledge of the subject to enable the employee to work effectively in a limited range of work situations.
- Thorough Knowledge - almost complete coverage of the subject matter; work calls for sufficient comprehension to solve unusual as well as commonplace work problems.
- Comprehensive Knowledge - the most advanced degree of knowledge likely to be found; work calls for complete mastery and understanding of the subject.

f. Working Conditions, Exposures and Physical Requirements

This section lists the personal attributes and physical requirements which are necessary for successful performance of the essential tasks of the position.

B. SALARY PLAN (Revised 6/14, 2/16)

1. Objectives and Scope

The specific objectives of the ACSA's Plan will be to:

- Establish and maintain a sound salary structure which will attract, motivate and retain qualified employees;
- Establish and maintain a pay structure which will ensure equity of compensation and accurate titling reflective of the ACSA's work, based on systematic evaluation of each job;
- Maintain the pay structure in proper relation to competitive pay practices in the appropriate labor market in which the ACSA competes;
- Ensure each ACSA employee a performance and salary evaluation at specified intervals;
- Provide motivation to employees by offering a salary scale which rewards improved and outstanding performance, and which gives

ACSA management the flexibility of distributing increases among employees based on performance.

2. General Principles

It is intended that the general level of salaries be externally competitive with other employers in the appropriate labor market. Periodic updating of the Plan is accomplished in order to maintain an effective comparative plan.

3. Exclusion from Salary Plan

The following will not be included in the Salary Plan:

- Executive Director; Positions involving seasonal or temporary employment;
- Student interns and work-study employees;
- Board of Directors.

4. Method and Period of Compensation

The ACSA pays its employees semi-monthly, on the 15th and the last day of each month. All employees are paid by direct deposit, and are provided a hand-delivered summary of deposit amount, pay period deductions, and leave balances. Upon employment a direct deposit application is required; a payroll check will be issued for the period of time necessary to process the direct deposit application.

5. Promotion

Promotion opportunities are available to all qualified employees. When employees are promoted, their salary will be increased in the new pay grade to a level 10% higher than present salary, or to the minimum for that grade, whichever is greater. The effective date of all promotions will be the first day of the pay period.

Performance evaluations will be handled as follows:

- An employee who is promoted on July 1 and who is eligible for a base pay increase from the previous evaluation period will receive the base pay increase prior to being assigned a salary in the new grade;
- An employee who is promoted at other times during the year will be given an exit evaluation by the supervisor in the out-going position (if 3 months or more since their last scored evaluation). At the end of the annual evaluation period the employee will be evaluated by the supervisor in the new position and will be eligible for a weighted base pay increase. The weighted base pay increase will be calculated utilizing the scored evaluation of both the out-going position and new position. See Appendix A, Definitions, Weighted Base Pay Increase.

6. Performance Pay Pool

Based on the results of performance evaluations and the overall percentage approved by the Board of Directors, performance pay increases may be given annually on July 1. Employees who have reached the maximum point within their hiring range may receive a cash bonus.

7. Cash Bonuses

Cash bonuses may be approved by the Executive Director in consideration of an employee's participation in an extraordinary project which is definite in length, which may include overtime worked, and which task will not become part of an employee's continued job duties once the project is complete, but which task was instrumental to the work of the ACSA.

Specific cash bonuses (3% maximum per fiscal year) will be awarded in connection with pre-approved skills development completed outside of normal working hours. See Part IV, Section M., Skills Development and Continuing Education.

8. Market Adjustments

A market adjustment (an increase in the minimum, mid- and maximum point of hiring ranges), may be made to reflect changes in market conditions. Such adjustments will be made following survey performed at least every four years and subsequent analysis of like organizations around the state, conducted as market conditions warrant.

9. Administrative Increase

An administrative increase within the salary range may be awarded to a full-time employee displaying exceptionally outstanding service. Department Heads recommending such an increase must submit a letter of justification to the Executive Director.

C. PERFORMANCE EVALUATION PLAN (Revised 6/14, 10/18)

1. Objective

The purpose of the performance evaluation plan is, primarily, to measure and reward performance based upon predefined and agreed upon job-related performance criteria. This will allow for salary adjustments based on determinations of individual performance, encourage excellence in each employee's performance through the development of performance goals, and support human resource planning efforts by the ACSA. The performance evaluation may also be used as a factor in determining order of lay-off; as a basis for skill development goals, promotion, demotion, transfer or dismissal, and for such other purposes as are set forth in these regulations.

2. Performance Levels

The five levels to be used in performance evaluations, and their definitions, are as follows:

5	Excellent Performance: Performance is notably superior and always well above the performance standards set for the position. Employee's level of work and initiatives significantly advance and improve the workflow of the department and the ACSA interests. This rating requires detailed justification including specific incidents of achievement.
4	Above Average Performance: Employee's performance demonstrates consistent work efforts and abilities significantly above the expectations for the position. The employee serves as an example to other employees. This rating requires specific incidents of achievement.
3	Meets Requirements: Employee's performance meets the expectations for the position. Details indicating the attainment of job description standards are required.
2	Needs Improvement: Additional effort is needed to improve performance. The supervisor must document how and why performance must improve.
1	Unsatisfactory: Employee does not perform, or make reasonable efforts to achieve performance standards. Employee's performance does not meet minimum performance levels and appropriate action must be implemented and documented.

3. Evaluation of Performance and Related Increase to Base Salary

Each performance evaluation form contains the essential tasks of an employee's position. 80% of the final score is based on the Job Performance Score. The performance score is comprised of dimensions and tasks. The dimensions and tasks listed on the evaluation are identical to those listed on the job description. The amount of effort indicated on the job description, translates to the weighting score assigned to a particular dimension, as listed on the performance evaluation. The other 20% of the final score is based on the Competency Score. The ACSA has identified 3 key core competencies that are critical to employee success:

Cooperation/Teamwork – 50% Score Weighting

Works harmoniously with others to get a job done; responds positively to instructions and procedures; able to work well with staff, co-workers, peers and managers; shares critical information with everyone involved in a project; works effectively on projects that cross functional lines; helps to set a tone of cooperation within the work group and across groups; coordinates own work

with others; seeks opinions; values working relationships; when appropriate facilitates discussion before decision-making process is complete.

Skills Development - 25% Score Weighting

Works to improve performance by pursuing opportunities for continuous learning/feedback; exhibits a “can-do” approach. Demonstrates knowledge of techniques, skills, equipment, procedures and materials. Applies knowledge to identify issues and internal problems.

Communication – 25% Score Weighting

Writes and speaks effectively, using conventions proper to the situation; states own opinions clearly and concisely; demonstrates openness and honesty; listens well during meetings and feedback sessions; explains reasoning behind own opinions; asks others for their opinions and feedback; asks questions to ensure understanding; exercises a professional approach with others using all appropriate tools of communication; uses consideration and tact when offering opinions.

a. Conversion of Performance Scores to Base Pay

Once an overall score has been determined, it is applied to the Pay Matrix to determine the base pay increase for which the employee is eligible. These factors, approved by the Executive Director, will be applied toward the total pool of funds appropriated annually by the Board of Directors, and may result in an increase for each employee.

4. Performance Evaluations

Two types of performance evaluations will be conducted. The first - an interim evaluation - will be conducted prior to February 1 to discuss performance and to note any changes in conditions or assumptions affecting goals (see Part II, Section B-5 for more detailed information.) The second - the final performance evaluation - will be held annually prior to July 15.

The Executive Director, with the support of the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, will review and sign the completed performance evaluations.

An employee will not be eligible for a pay raise until the performance evaluation form has been completely processed. An evaluation will be done for employees at the maximum limit of their salary range even though they may not be eligible for a base pay increase. These employees may receive a cash bonus equal to the percent increase based upon the pay matrix, provided the Board of Directors has adopted funding for a performance pool increase.

5. *Appeal of Employee Evaluation*

Any ACSA employee who feels that their performance evaluation is not correct will have the right to appeal the evaluation through the Department Head, who will make a final attempt to resolve the grievance prior to referring it to the Executive Director, who will have final administrative authority.

PART IV

BENEFIT POLICIES

For the purposes of these policies, a “full time employee is defined as an ACSA employee scheduled to work a full eight-hour day, five days a week. Full-time employees are eligible for maximum fringe benefits. A “part-time” employee is defined as an ACSA employee scheduled to work less than the prescribed workweek for a full-time employee. Part-time employees earn annual leave, sick leave, and holidays at rates corresponding to the number of hours worked.

A. FLEXIBLE BENEFITS PLAN

The ACSA makes available to its employees a flexible benefits plan which offers eligible employees the opportunity to reduce their taxable earnings, using pre-tax wages to pay for many medical, dental, voluntary insurance programs, and dependent care expenses, as provided for in Sections 105, 106, 125 and 129 of the Internal Revenue Code. The flexible benefits plan is adopted by the Board of Directors and is incorporated by reference in this Personnel Management Plan.

The Flexible Benefits Plan Year is from September 1 through August 31 of each year. No changes can be made during the Plan Year except in cases of marriage, divorce, death of a spouse or dependent, birth or adoption of a child, employment or termination of employment of a spouse, or a change in employment status that affects benefits. To enroll, application must be submitted by August 31 of each year or within 30 days of date of hire. More detailed information is available from the Finance Director or the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

B. EMPLOYEE BENEFITS CHOICE PROGRAM (Added 7/08)

In an effort to allow employees more choice in the health and wellness benefits appropriate for each individual and family, ACSA has adopted an Employee Benefits Choice Program. Each year prior to adoption of the new fiscal year’s annual budget, the ACSA Board of Directors will determine a monthly amount per employee, (Benefit Dollars) to be contributed by the ACSA for benefits. Employees can utilize their Benefit Dollars and voluntary contributions to:

1. pay the premium amount of the employee’s health insurance;
2. purchase any voluntary benefit plans in effect at that time;
3. deposit into the employee’s health care reimbursement account; or
4. deposit into an ACSA-sponsored investment program.

C. DEFERRED COMPENSATION (Revised 07/07)

The ACSA participates in two separate deferred compensation programs, which allow employees to defer a portion of their annual compensation through various non-taxable investment programs.

The ACSA will match employee contributions, for VRS Plan 1 & Plan 2 employees, in an amount determined annually by the Board of Directors. The ACSA will match employee contributions for those employees under the Hybrid Retirement Plan **only after** the employee has contributed the maximum 4% of creditable compensation. See the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration if there is a question as to what plan you are under, or if you need more detailed information.

D. HEALTH INSURANCE (Revised 7/14)

Employees are covered by a comprehensive health insurance program. A portion of the employee's coverage is paid by the ACSA. The employee's family may also be covered under the plan for an additional cost; however spouses of employees with affordable employer-provided coverage are not eligible for coverage.

Employees who are married to another ACSA employee will be eligible for two Board contributions toward health coverage. It is the responsibility of the employee to notify the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration of this situation and, upon notification, the change in contribution will be made with the next payroll. In no event will the ACSA be responsible for retroactive payments to employees who fail to provide this notification. For further clarification, two married benefits-eligible employees who choose to participate under the same plan receive Benefit Dollars up to the full cost of the health plan selected by the employee, but not to exceed the aggregate total of the married employee's portion of the employee's coverage paid by the ACSA.

Upon employment, employees will be given a brochure detailing coverage options and premium costs. Coverage will be effective dependent upon the employment start date. The current program is a self-funded, network provider plan. This plan also includes vision care benefits, a prescription drug benefit, and a separate mail-in prescription drug program designed for additional cost savings. More detailed information is available from the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

The ACSA will allow an employee to opt out of the health insurance program only if written proof of coverage with another insurance program is made available to ACSA. In such case, the employee will receive a portion of those Benefit Dollars extended to all other employees, as determined periodically by the Board of Directors, to be used for other voluntary benefits as set out in Part IV, Section B.

E. DENTAL INSURANCE (Revised 7/08, Revised 8/15)

The ACSA makes available to employees both a Basic and High Option comprehensive dental insurance program. This is a voluntary benefit with no contribution from the ACSA; however, employees are permitted to use Benefit Dollars and voluntary contributions to pay premiums through payroll deduction, on a pre- or post-tax basis. Employees are eligible for coverage within 30 days of employment, and at an annual open enrollment period. Families are also eligible for coverage in the dental program as additional insureds on the employee's coverage.

Employees who are married to another ACSA employee will be eligible for Board contributions toward dental coverage. It is the responsibility of the employee to notify the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration of this situation and, upon notification, the change in contribution will be made with the next payroll. In no event will the ACSA be responsible for retroactive payments to employees who fail to provide this notification. For further clarification, two married benefits-eligible employees who choose to participate under the same plan, receive Benefit Dollars up to the full cost of the dental plan selected by the employee but not to exceed the aggregate total of the married employee's portion of the employee's coverage paid by the ACSA.

F. SHORT AND LONG-TERM DISABILITY INSURANCE (Added 07/08, Revised 6/21)

The ACSA makes available to VRS Plan 1 and Plan 2 employees both a short- and long-term disability insurance program. These are voluntary benefits with no contribution from the ACSA; however, employees are permitted to use Benefit Dollars and voluntary contributions to pay premiums through payroll deduction, on a pre- or post-tax basis. VRS Hybrid employees are eligible for both short- and long-term disability coverage paid for by the ACSA.

G. AFLAC ACCIDENT AND CANCER INSURANCE (Added 07/08)

The ACSA makes available to employees both an accident and cancer insurance policy through AFLAC. These are voluntary benefits with no contribution from the ACSA; however, employees are permitted to use Benefit Dollars and voluntary contribution to pay premiums through payroll deduction, on a pre- or post-tax basis.

H. VIRGINIA RETIREMENT SYSTEM RETIREMENT PLAN

1. Service Retirement

The ACSA is a participant in the Virginia Retirement System (VRS), a plan which is mandatory for all ACSA employees. The Commonwealth of Virginia supplements Federal Social Security benefits with provisions for retirement due to disability or age. VRS has three plans:

- i. Plan 1- Employees whose membership date is before July 1, 2010, and were vested as of January 1, 2013 are in VRS Plan 1.
- ii. Plan 2- Employees whose membership date is on or after July 1, 2010, or whose membership date was before July 1, 2010 but were not vested as of January 1, 2013 are in VRS Plan 2.
- iii. Hybrid Plan- Employees whose membership date is on or after January 1, 2014. Eligible employees in Plan 1 or Plan 2 may opt into the Hybrid Plan during a special election window.

More detailed information is given to all employees at the time of employment, or employees are encouraged to visit the VRS website at www.varetire.org.

2. Disability Retirement

Unlike regular retirement benefits, VRS Plan 1 & Plan 2 employees are eligible for disability retirement, both work-related and non work-related, from the first day of employment. Members are eligible for disability retirement if it is determined that they are mentally or physically unable to perform their present duties, and the inability to perform these duties is likely to be permanent. Such determination is made and must be supported through objective medical evidence submitted as a part of the application process, as well as through documentation and recommendation from the ACSA. VRS will no longer offer any disability coverage for permanently disabled Hybrid Plan employees. Permanently disabled Hybrid Plan employees will be insured by The Standard.

I. LIFE INSURANCE

The ACSA participates in a life insurance program under the Virginia Retirement System. Life insurance costs for the employee are paid by the ACSA. Employees are insured for two times the next highest \$1,000.00 of their annual salary, with double indemnity for accidental death or dismemberment.

J. OPTIONAL LIFE INSURANCE

Additional amounts of life insurance can be purchased by the employee for the employee, spouse, and/or children, through payroll deduction on a pre- or post-tax basis and using Benefit Dollars if desired. Rates are available from the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration. This program is managed in combination with the VRS program. (12/95)

K. RETIREMENT PAY/PAYMENT UPON DEATH (Added 10/94, Revised 6/21)

1. Service Bonus

In recognition of employee service to ACSA, employees who are eligible to retire under the Virginia Retirement System will be paid upon their retirement \$200 per year for each year of full-time continuous service to the ACSA.

2. Payment Upon Death in Service

Upon the death of an active employee, a payment for the former employee's years of service at the rate of \$200 per year for each year of continuous full-time employment will be paid out, and included, in the former employee's final paycheck.

L. **VOLUNTARY EARLY RETIREMENT INCENTIVE PLAN (VERIP)** (Added 10/94; Amended 10/17)

1. Eligibility

Participants in the ACSA VERIP must meet the following requirements:

- Be eligible ~~and prepare an application~~ for early or full retirement under the provisions of the Virginia Retirement System (VRS).
- Have been employed by the ACSA for 10 consecutive years prior to retirement, be at least 50 years of age and currently employed.
- Employees retiring under the disability provisions of VRS and/or Social Security will not be eligible for the VERIP.

2. Benefits

- a. VERIP benefits will be paid monthly for a period of five years after retirement or until age 65, whichever comes first.
- b. Benefits under VERIP will be calculated as follows:
 - i. Compute the annual VRS benefit as indicated by VRS. This computation will include any reductions for early VRS retirement if appropriate.
 - ii. Re-compute the annual VRS benefit with the addition of five more years' service or the number of additional years needed to reach age 65, whichever is the lesser.
 - iii. The difference between these two calculations will be the annual VERIP benefit to be paid on a monthly basis.
- c. The Executive Director may recommend to the Board of Directors an annual adjustment to the early retirement benefit after having been apprised of the VRS adjustment for retirees.
- d. By September 30 of each year, the Board will pay the employee the amount of the Board's annual contribution toward an employee's health insurance for the fiscal year beginning the prior July 1 through June 30 or the appropriate number of months thereof, as long as the employee is covered by VERIP benefits.

- e. If the retiree returns to work in a part-time position with ACSA and chooses to participate in the ACSA's health care program while receiving VERIP benefits, there will be no additional Board contribution toward the individual's health insurance. VERIP stipends will continue if the retiree returns to work in a part-time position with ACSA.

3. Health Insurance Continuation

VERIP participants qualify to receive a cash benefit from the Authority that is intended to defray health and dental expenses during the first few years of retirement. This benefit can be paid on an annual, taxed basis. Participants may choose to participate in the Flexible Benefits Plan, on a monthly, pre-tax basis, with the benefit being credited directly toward the retiree's health insurance premium. Participants may continue benefits contributions toward health insurance coverage through the Authority, until Medicare-eligible (typically on the first day of the 65th birthday month).

Any retiree who participates in the group medical/dental insurance plan shall continue to be eligible to participate, at their own cost, until they are eligible for Medicare coverage.

4. Application

Application for VERIP must be made to the Executive Director six months prior to the employee's desired retirement date.

5. Approval

The Board, on the recommendation of the Executive Director, must approve all those who participate in the VERIP.

6. Duration

Once an employee has been approved for VERIP, the benefits will continue without interruption as outlined in this policy. Subsequent alterations or deletion of this policy will not affect the benefits of those who have retired under these provisions.

This policy automatically continues on May 1 unless the Board acts to discontinue the policy for the year.

M. SKILLS DEVELOPMENT AND CONTINUING EDUCATION

Among the Guiding Principles of the ACSA is to promote professional excellence. In order to achieve these goals to educate, train, mentor and encourage employees to achieve their highest potential, the ACSA has developed a Career Plan. Each employee is encouraged to use developmental opportunities to enhance their career progression, develop fully in their current position, and/or prepare for and become eligible to seek promotional opportunities within the organization.

1. Program Guidelines

Through its annual operating budget the ACSA makes available the necessary funding for employees to utilize developmental opportunities, in-class, on-line, or at-conference, as well as opportunities to enrich skills through on-the-job training. A number of training opportunities will be available during the workday, time for which managers have committed to set aside throughout the year; other opportunities may exist at conferences held during the day, either locally or out of the area, or informational webinars. The majority of skill development courses will be available through on-line courses, evening classroom study, or correspondence courses. The ACSA's Training Lab could be made available with approval from the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration.

2. Eligibility

Employees who are within their 12-month probationary period will be limited to on-the-job skills development and required safety training. Employees with more than 12 months of service are eligible to apply for all developmental opportunities.

3. Requests for Participation in Developmental Opportunities

A listing of available courses will be published and made available electronically by the Administration Department. Employees who desire to participate in one or more courses must apply, using the form provided, to their Department Head, with a copy to the Administration Department by the due date(s) set for registration deadline.

4. Recommendation for Participation in Developmental Opportunities

In addition to employee requests, a recommendation may be made by supervisors/department managers for an employee to increase development in certain areas. A written request, using the form provided, must be submitted by the supervisor/department manager, signed by the employee, to the Administration Department by the due date(s) set for registration deadline.

5. Continuing Education

In addition to specific courses, employees may wish to seek certifications with or without licensing or pursue an industry-related college degree. Through a process of written request to the Department Head, including course overview and individual timeline to complete the required program of study, employees may apply to enter a course of study in a degree program. The number of employees that may enter a course of study in an ACSA sponsored degree program is contingent upon annual funding. Upon written recommendation from the Department Head, review and recommendation from the ~~Human Resources Administrator~~Director of Human Resources and Administration and written approval by the Executive Director, a formal agreement, which outlines the employee's responsibilities for participation in such a program, will be entered into and funds will be budgeted for such courses. Funding may be actual costs of the program or comparable market rates for certain private and

for-profit institutions. This program is contingent upon annual Board approval. Degree program funding does not include application or other miscellaneous fees, and courses satisfactorily completed will be reimbursed, along with cost of textbooks for each course. See Page 91 for associated increases in pay related to achievement of an industry-related degree, certification, or license.

Note: Employees who are within their twelve-month probationary period will be limited to on-the-job skills development and required safety training.

<i>ACSA Sponsored Degree Program</i>	<i>ACSA Sponsored Course</i>
<ul style="list-style-type: none"> Employee must submit a memorandum, in thorough detail, along with an outline of the course of study, including number of credits required for degree, type of degree, number of courses expected to be completed per semester, a listing of courses included in the degree program, and the cost of each credit hour, to their supervisor and department head asking to be included in the ACSA Degree Program. Department head will submit approval for provision of funding, along with employees' original request to participate to the Executive Director prior to the Fiscal Year in which courses will begin for final approval. Once approved, employee will be required to sign a Continuing Education Agreement, and will not be required to submit a course request or course evaluation for any classes related to degree program. Employee pays for class up front and is reimbursed after completion. Employee is reimbursed for tuition and books upon completion of each class with a "C" or better. Employee is eligible for a base salary increase at completion of degree. Failure to remain at the ACSA for two years after completion of program will require employee to repay all monies invested by ACSA. 	<ul style="list-style-type: none"> Employee must submit course request memorandum for each class, along with the requested course information/description that clearly outlines hours, credits, CEU's, etc. to be earned, for approval by supervisor, department head, Executive Director, and <u>HR Manager/Director of Human Resources and Administration</u>. Once approved, employee will be required to sign a Continuing Education Agreement, and complete a course evaluation form at the end of the course. ACSA pays for course prior to start of the course if job related. If employee receives a "C" or better they do not have to reimburse ACSA for class. Employee is eligible for a cash bonus (the annual cash bonus maximum is 3% per fiscal year). Failure to remain at the ACSA for one year after completion of course will require employee to repay all monies invested in class.

ACSA Sponsored Course Request And Approval Process

- 1 Prepare a **Course Request** (available on the Intranet) addressed to your Department Head. Be sure to include the name(s) of course(s), course overview, including the number of CEU's, credits, or contact hours, and cost. You are required to list any objectives you wish to meet by participating in the course(s), as well as how the course information can be utilized in your current job.
- 2 Upon receipt of your request, you will be given a **Continuing Education Agreement**, outlining the conditions of approval for you to review and sign (*a signed agreement is required for each fiscal year*). Your supervisor, Department Head, ~~HR-Manager~~Director of HR and Executive Director will then review the course information, research the source (if needed) and determine if this course is approved. If there are other opportunities your Department Head feels may better suit your goals, at either another location or of the same quality for less, this will be discussed with you at this point.
- 3 The ~~HR-Manager~~Director of HR will prepare a **Course Approval Memorandum** and provide to the employee, Department Head and Executive Director, along with the Continuing Education Agreement. A copy will be forwarded to you that will include course registration instructions. Please let the Course Registrar know if you need any assistance. As noted in the agreement, any changes that occur regarding the length of study, or any changes to your plans, will need to be communicated to your Department Head immediately.
- 4 Upon completion of the course(s), you will be required to complete and submit a **Training Evaluation Form** (available on the Intranet) with proof of hours, credits, certification, etc. within seven days of course(s) completion. Any course(s) eligible for a bonus will be processed and received within 1-4 pay periods.

ACSA Career Plan Bonus Chart

	CATEGORIES	BONUS	SPECIFICATIONS
HOURS	60+ hours total	1%	Skill Builder Trade Courses w/o certification i.e. <i>ed2GO</i> , <i>CSU</i>
	48-59 hours total	.50%	Skill Builder Trade Courses w/o certification i.e. <i>ed2GO</i> , <i>CSU</i>
	24 - 47 hours total	.25%	Skill Builder Trade Courses w/o certification i.e. <i>ed2GO</i> , <i>CSU</i>
CREDITS	3 credits	2%	College courses
OTHER	GED	2%	5 subjects, 7 test hours, 6 exams
	Career Studies Certificate/ Job License Exam	2%	Bonus per yr. 2 yr. Program (PVCC) Applicable only if not required for position
	16+ hours	1%	Specialized Certification (@ training site)
	8-15 hours	.5%	Specialized Certification (@ training site)

ACSA Sponsored Degree Program:

Upon Completion of:	Eligible for Base Salary Increase of:
(4 YR) Job-Related Bachelor's Degree while employed at ACSA	10%
(4 YR) Job-Related Technical Certification while employed at ACSA w/License	10%
(2 YR) Job-Related Master's Degree while employed at ACSA	7%
(4 YR) Job-Related Technical Certification while employed at ACSA w/o License	5%
(2 YR) Job-Related Associates Degree while employed at ACSA	5%
(N/A) Job-Related Professional License while employed at ACSA	5%
(N/A) Job-Related Professional certification while employed at ACSA	2.5%

TYPES OF CREDITS AWARDED:

- **CEU:** 1.0 = 10 hours instruction
- **CPE:** 1 = 1 hour instruction
- **PDH:** 1 = 1 hour instruction
- **Contact Hour:** 1.0 = 1 hour of learning activity
- **Credit Hour:** 1.0 = typically 15 class time hours

Updated: January 2016

N. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program is provided through the University of Virginia Faculty and Employee Assistance Program. This program is provided to ACSA employees and their families to help with personal difficulties that may arise, including problems of alcohol misuse or drug use, financial or family problems. All employees and any family members are eligible to take advantage of this service. By contacting the EAP a qualified counselor will set up an appointment for consultation; if continued counseling is recommended and pre-authorized, it is covered under the employee's health insurance. The program is completely confidential; only the employee and counselor will know of participation unless the employee chooses to advise their supervisor or Human Resources and Administration Manager/Director of Human Resources and Administration. The number to the UVA FEAP office is 243-2643 or 1-800-847-9355.

O. RECOGNITION POLICY (Added 12/12, Revised 09/15)

1. Service Recognition

Employees with five (5) or more years of complete service, up to and including 50 years, are recognized at the five (5) year service milestones. An honorary recognition is given to one-year employees. These service milestones are recognized annually in the form of a meaningful presentation at the employee winter luncheon during the calendar year in which the milestone occurs.

- 1 year: Honorary recognition will be given to first year employees that will include a certificate in a presentation folder signed and presented by the Executive Director.
- 5 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$75.00 bonus in their ~~December 31st~~ last paycheck of their anniversary month.
- 10 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$150.00 bonus in their ~~December 31st~~ last paycheck of their anniversary month.
- 15 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$225.00 bonus in their ~~December 31st~~ last paycheck of their anniversary month.
- 20 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$300.00 bonus in their ~~December 31st~~ last paycheck of their anniversary month.
- 25 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$375.00 bonus in their ~~December 31st~~ last paycheck of their anniversary month.

- month. A resolution and plaque from the Board of Directors is presented at the Board meeting during the employee's anniversary month.
- 30 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$450.00 bonus in their December 31stlast paycheck of their anniversary month. A resolution and plaque from the Board of Directors is presented at the Board meeting during the employee's anniversary month.
 - 35 years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$525.00 bonus in their December 31stlast paycheck of their anniversary month. A resolution and plaque from the Board of Directors is presented at the Board meeting during the employee's anniversary month.
 - 40+ years: A certificate in a presentation folder signed and presented by the Executive Director indicating years of service and the employee will receive a \$600.00 bonus in their December 31stlast paycheck. A resolution and plaque from the Board of Directors is presented at the Board meeting during the employee's anniversary month.

Please note that the award will be treated as additional wages and will be taxable. For more information about taxable gifts, please refer to the *Internal Revenue Service Taxable Benefits Guide for federal state and local governments*.

2. Retirement Recognition

The ACSA is dedicated to acknowledging and appreciating the work of its employees for their years of service to the ACSA and the community. VRS eligible retirement recognitions are presented at or around the employee's retirement date.

Recognition may include:

- A framed resolution presented by the Board of Directors during the monthly board meeting.
- A wristwatch with the ACSA logo, or a gift selected by the employee with a value up to \$400.00. Non-ACSA logo gifts are subject to taxes.
- A reception, open to all employees, hosted by the department and/or the Executive Director.
- Provided that:
 - There is minimum disruption to organizational services.
 - Food and non-alcoholic beverage costs are reasonable.
 - No alcohol is to be served during normal work hours.
 - No compensatory time or overtime is accrued for voluntary attendance at after-hour social events.
 - Please note that the ACSA will not fund retirement luncheons or dinners hosted by and for the department members only.

3. Safety Recognition

The ACSA is dedicated to providing a safe work environment and recognizing those employees that contribute to its success. Please refer to {section B} of the ACSA Manual of Safety Policies for details on our Safe Driver and General Safety Incentive Programs.

PART V

HOLIDAY AND LEAVE POLICIES

A. HOLIDAYS (amended 07/16, 10/17, 6/18, 6/21)

The ACSA will observe the following holidays and other such holidays as may be prescribed by the ACSA Board.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January*
President's Day	Third Monday in February*
Memorial Day	Last Monday in May
Juneteenth Day	June 19*
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11*
Thanksgiving (2 ½ Days)	Closed at noon on the day before Thanksgiving, closed on Thanksgiving, and closed on the day following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

*ACSA offices will remain open on these four holidays. Holiday leave may be taken on the day formally observed, or anytime thereafter during the same calendar year; the four leave days will not accrue if not taken within that time, with the exception of Veterans Day which has to be used by November 10th of the following year.

When a holiday falls on a Saturday, the preceding Friday will be observed. When the holiday falls on a Sunday, the following Monday will be observed. All full-time employees of the ACSA will be entitled to holiday benefits.

B. ANNUAL LEAVE (amended 7/16, 10/17)

All full-time employees of the ACSA will be granted annual leave by the ACSA as follows:

Years of Service	Pay Period Accrual Rate	Maximum Carryover/Payment
Under 5 years	4 hours	200-250 hours (25-31.25 days)
5-9 years	5 hours	250-300 hours (31.25-37.50 days)
10-14 years	6 hours	300-350 hours (37.50-43.75 days)

15-19 years	7 hours	350-400 hours (43.75 <u>50</u> days)
20-24 years	8 hours	400-450 hours (50-56.25 days)
25 years or more	9 hours	450-500 hours (56.25 <u>62.50</u> days)

Full-time employees on vacation leave will be paid their regular wage based on the standard work week not to exceed 40 hours per week. No Family/Medical Leave Act (FMLA) provisions apply during the first 12 months of employment. See Part V, Section D regarding FMLA-qualifying leave. Except in cases of illness or emergency, annual leave must be approved in advance. Vacation leave schedules may be planned by department heads to avoid the need for temporary increase in personnel.

Annual leave accrues at the end of the day on the 15th and the last day of the month, at the end of each pay period. It is credited to the employee and available for use on the first day of the next pay period. An employee must have worked or have been on paid leave or FMLA for the entire pay period in order to accrue annual leave.

Upon separation or retirement, a full-time employee will be paid for the maximum carryover/payment based on years of service. In event of death of the employee, the employee's survivor/estate will be paid for accumulated annual leave to the maximum carryover/payment based on years of service.

C. *SICK LEAVE (amended 7/00, 12/13, 07/16, 8/17, 10/17, 10/18, 6/21)*

Sick leave will be defined as leave with pay granted for an illness; bodily injury resulting in temporary disability; medically required confinement; and medical and dental appointments for the employee. In case of illness, injury, or medically required confinement, FMLA procedures may apply. See Part V, Section D. In all cases an employee will notify their department head by telephone or messenger promptly; sick leave for medical and dental appointments should be approved in advance and, if FMLA-qualifying, will be handled in accordance with Part V, Section D.

Sick leave with pay will be earned at the rate of one day per month worked for all full-time employees. If not exhausted in the year in which it accrues, leave balances may be carried over from year to year without limit. Full-time employees on approved sick leave will be paid their regular wage based on the standard work week not to exceed 40 hours per week, and retain all benefits and seniority while on approved sick leave. No FMLA provisions apply during the first 12 months of employment. See Part V, Section D regarding FMLA-qualifying leave.

Sick leave accrues at the end of the day on the 15th and the last day of the month, at the end of each pay period. It is credited to the employee and available for use on the first day of the next pay period. An employee must have worked or have been on paid leave or FMLA for the entire pay period in order to accrue sick leave.

In all requests for sick leave a request form must be signed by the employee, certifying the reason for such request. A doctor's certificate or other documentation of illness may be required by your department head should absence exceed three consecutive days or when misuse of sick leave is suspected. This certificate or documentation will include:

- the nature of the employee's condition, and;
- the expected date on which the employee will be able to return and perform normal work duties (in cases where applicable);

A determination of FMLA-qualifying absence will follow. An employee's abuse of this policy may result in the employee's immediate dismissal from the ACSA.

Full-time employees are eligible to take up to 24 hours of earned Sick Leave annually (Family Sick Leave) to care for an immediate family member (immediate family is defined as: spouse, parent, spouse's parent, son, daughter, brother, sister, grandparents, grandchild, step-children, step-parents, guardian, and any persons residing in the same household as the employee).

The Sick Leave policy guidelines for employees that are members of the VRS Hybrid Plan are the same as those outlined above, with the exception of the following:

- a. Employees that are members of the VRS Hybrid Plan cannot accrue or carry more than 480 hours (60 days) of sick leave at a time.
- b. Sick, Annual or Holiday Leave may be used by eligible employees wishing to increase Short Term Disability payments up to 100% or full pay.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE (Added 7/00; Revised 01/10, 07/16)

Employees are eligible to take up to 12 weeks of unpaid family/medical leave within any calendar year or up to 26 weeks of unpaid leave during a single 12 month period to provide care for a service member (military caregiver leave), and be restored to the same or an equivalent position upon return from leave provided the employee has worked for the company for at least 12 months, and for at least 1,250 hours in the last 12 calendar months. Periods of previous employment with the ACSA can be counted in making the 12-month, 1,250-hour employment pre-condition if the employee's service break was seven (7) years or less.

1. Reasons for FMLA Leave

Employees may take up to 12 weeks of unpaid family/medical leave for any of the following reasons:

- the birth of a son or daughter or in order to care for such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care, and in order to care for the newly placed son or daughter;
- to care for a spouse, son or daughter under the age of 18 or who is 18 years of age or older and incapable of self-care because of a mental or physical disability, or parent (“covered relation”) with a serious health condition;
- the employee’s own serious health condition that renders him/her unable to perform an essential function of the position;
- any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty.”

Leave due to birth or adoption must be completed within the 12-month period beginning on the date of birth or adoption. In addition, in cases where both spouses in a married couple are employed by the ACSA, the two spouses together may only take a combined total 12 weeks leave during any 12-month period for the birth or adoption of a child, or for the care of the same son, daughter, or parent (“covered relation”). (Each employee is entitled to a total of 12 weeks leave for their own serious illness or care of spouse.)

Employees may take up to 26 weeks of unpaid leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin. The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later.

2. Notice of FMLA Leave

If the need for FMLA leave is foreseeable, the employee must give their immediate supervisor at least 30 days’ prior written notice. If 30 days’ notice is not practicable, notice must be given as soon as possible and practical taking into account all the circumstances. The employee must make a reasonable effort to schedule planned medical treatment so as not to unduly disrupt ACSA’s operations. An employee should consult with his or her immediate supervisor prior to scheduling treatment in order to work out a schedule that best suits the employee’s and ACSA’s needs. As in all cases of leave, a leave request form must be submitted to the immediate supervisor. FMLA leave forms are available from the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration. These forms must be used when specifically requesting FMLA leave. In cases where FMLA leave has not been specifically requested, but has been determined as FMLA-qualifying

leave, a FMLA leave form will be provided and must be completed as soon as possible so that FMLA leave may be approved.

3. Certification

If FMLA leave is requested due to the employee's or a covered relation's serious health condition, qualifying exigency or to care for a covered service member with a serious injury or illness, the employee must obtain and supply appropriate certification. Certification is not required for leave to care for a healthy newborn child, or for placement with the employee of a son or daughter for adoption or foster care. Certification forms are available from the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration. When leave is requested, or following three consecutive days away from work, the ACSA will notify employees of their FMLA rights, provide the associated forms, and advise them of the requirement for certification within 15 days. Even in cases of advance notice, certification is required within 15 days. Failure to provide requested certification in a timely manner may result in delay of leave until such time as it is received. The ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, Executive Director, or FMLA coordinator may contact a health care provider directly to authenticate or clarify certification. In no case is a direct supervisor or department head allowed to make such contact due to privacy rights. In addition, the ACSA, at its expense, may require an examination by a second health care provider designated by the ACSA, if initial certification is deemed incomplete or unsatisfactory. If the second health care provider's opinion conflicts with the original certification, the ACSA, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The ACSA may require subsequent recertification.

4. Reporting While on FMLA Leave

In cases of leave for the employee's own serious health condition, or to care for a covered relation, employees shall, upon request, contact their department head at least once per week regarding the status of the condition and the employee's intention to return to work. In addition, notice must be given as soon as is practicable (within two business days if feasible) if the dates of leave change or are extended, or initially unknown.

5. Exceptions to Federal Unpaid Leave Provision

FMLA leave is unpaid leave (with the exception of worker's compensation benefits). If leave is requested due to birth, adoption, or foster care placement of a child or qualifying exigency, any accrued paid sick and paid vacation leave first will be substituted for unpaid FMLA leave. If leave is requested for an employee's serious health condition, to care for a covered relation with a serious health condition, or to be a military caregiver, any accrued paid vacation and paid sick leave first will be substituted for any unpaid FMLA leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period for qualifying FMLA leave or the 26-week

leave period for military caregiver leave. Further, in no case can the substitution of paid leave time for unpaid leave time result in receipt of more than 100 percent of an employee's salary. FMLA leave runs concurrently with other types of leave, i.e., paid vacation, including leave for work-related injury or illness.

6. Medical and Other Benefits

During an approved FMLA leave, the ACSA will maintain health benefits for the employee, as in cases of active employment. If paid leave is substituted for unpaid FMLA leave, the ACSA will continue to deduct from wages the health insurance premium normally paid for the employee's portion and the addition of dependent, spouse, or family coverage. If FMLA leave is unpaid, the employee is responsible to pay in advance and by the 25th of each month, the monthly premium for only the additional family coverage options noted above. Employees will be advised if payments are more than 15 days late; if payments are not received within 15 days from the date of the late notice, coverage will cease, effective on the last day for which premiums have been paid. The ACSA does not currently contribute any portion of dental insurance premiums or other voluntary benefits premiums, other than those set out in Section IV, B, and any additional premiums must continue to be paid by the employee as set forth above.

Membership with the Virginia Retirement System will not be affected by FMLA leave; however, no wages will be reported during periods of unpaid leave. In addition, life insurance premiums may not be paid by the ACSA during periods of unpaid leave and may be required to be paid by the employee. Upon return from FMLA leave, the ACSA will resume its contribution to life insurance and wage reporting to VRS, with no lapse in credited service.

7. Exemption for Highly Compensated Employees

Highly compensated employees (i.e., highest paid 10 percent of employees) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the ACSA. The ACSA will make this fact-specific determination on a case-by-case basis. The ACSA will notify the employee at the time of a FMLA leave request if he/she qualifies as a "highly compensated" employee, if the ACSA intends to deny reinstatement, and of the employee's rights in such instances.

8. Intermittent and Reduced-Schedule FMLA Leave

FMLA leave due to an employee's serious health condition, to care for an employee's covered relation with a serious health condition, or to care for a covered service member with a serious injury or illness can be taken intermittently (in separate blocks of time, due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours worked per workday or workweek), if medically necessary. Requests for intermittent or reduced leave schedule for birth or adoption of a child must be approved in advance and will be approved on a case-by-case basis. If

FMLA leave is unpaid, the ACSA will reduce the employee's salary based on the amount of time actually worked. In addition, while on intermittent or reduced-schedule leave, the ACSA may temporarily transfer the employee to an available alternative position that better accommodates the recurring FMLA leave and which has equivalent pay and benefits.

E. *BEREAVEMENT LEAVE (Amended 07/16, 10/18)*

The ACSA recognizes that bereavement is a difficult life event, requiring time to grieve and fulfill family obligations. The ACSA further recognizes that failure to take this time may negatively impact work and the employee's transition back to a normal routine.

It is the ACSA's policy to provide full-time employees with paid bereavement leave following the death of an immediate family member. Up to 24 hours per occurrence, or loss, can be used as bereavement leave when necessary because of death in the immediate family (immediate family is defined as: spouse, parent, spouse's parent, son, daughter, brother, sister, grandparents, grandchild, step-children, step-parents, guardian, and any persons residing in the same household as the employee). ~~Absence in excess of 24 hours will be deducted from annual leave.~~

Bereavement Leave will be granted by the department head if requested by the employee for a period not to exceed 24 hours per occurrence or loss. This leave will commence upon notification and approval by the department head. For absences in excess of 24 hours, employees are eligible to use any leave available (annual, floating, sick or standby).

1. Condolence Policy

The ~~Human Resources and Administration Manager~~Director of Human Resources and Administration will send an expression of sympathy on behalf of the Albemarle County Service Authority when notified of the death of an employee or employee's immediate family member.

For the purpose of this policy, an immediate family member is defined as a spouse, parent, spouse's parent, son, daughter, brother, sister, grandparents, grandchild, stepchildren, stepparents, guardian, and any person residing in the same household as the employee.

The ~~Human Resources and Administration Manager~~Director of Human Resources and Administration should be notified as soon as possible by the employee's supervisor or Department Head when a death has occurred. Depending on the wishes of the family, the ~~Human Resources and Administration Manager~~Director of Human Resources and Administration will either send flowers to the funeral home or the employee's home address.

F. LEAVES OF ABSENCE (Amended 07/16)

Certain circumstances may warrant the granting of leaves of absence without pay, including absence following an FMLA-qualifying leave where the allowed 12-weeks' leave has been depleted. All requests must be agreed upon by the department head and the Executive Director. These requests must be presented in writing and, in cases related to FMLA-qualifying leaves, must include a certification stipulating the reason for the extended leave and anticipated return to work. An employee must make arrangements for a continuation of benefits during a leave of absence.

G. COURT LEAVE (Amended 07/16)

An employee's absence from work for jury duty or for attending court in a non-official capacity as a witness will be defined as "court leave." Court leave will be granted by the Department Head upon submission by the employee of an official summons for jury duty or witness service. Employees summoned for jury duty are entitled to court leave for the actual period of absence, whether or not they are selected to serve. However, employees who initiate or are otherwise involved in private legal actions of any kind (excluding employee grievance proceedings), whether such actions involve the ACSA or not, will not be permitted to treat time spent during working hours in connection with such actions as compensable working time. Such employees will be required to use accrued leave or unpaid leave for all hours spent in connection with such actions that occur during working hours.

An employee having been granted court leave will be compensated at the regular rate of pay during these court appearances, as well as retain compensation received from court. If the employee's presence is required for less than a full workday, the employee is required to contact their department head concerning return to work. Any employee who fails to contact the department head risks loss of pay for that day.

Any employee appearing in court either as a defendant or plaintiff in a case will not be eligible for this leave.

H. MILITARY LEAVE (Amended 07/16, 6/21)

The purpose of this policy is to provide ACSA employees time required to fulfill military training obligations for the Armed Forces of the United States, National Guard, or Naval Militia or other employees who are called to active military service. Employees will have their job status protected in full compliance with current federal and state regulations.

Any full-time employee who is also a member of the organized reserve forces of any of the armed services of the United States, National Guard, or Naval Militia, or called to active duty, is entitled to a leave of absence from their duties without loss of accumulated leave or regular salary on all days when in training or when called to duty by the Governor of Virginia, in accordance with the Code of Virginia, Article 10, Section

44-93 and Title 38 of the United States Code, Chapter 43, Section 2024 (d). Up to fifteen (15) days, or time as required by federal law, of Military Leave is available to those employees who are officially engaged in training or called to service. Employees are required to submit a copy of their orders, prior to the effective date of the leave, to the Executive Director for approval. The ACSA will pay to the employee the difference between the employee's military pay and their regular ACSA pay for the period of time that the employee is on Military Leave. It is not intended that the employee receive an amount of compensation greater than he would normally have received from their regular employment for the period of the Military Leave.

This policy does not apply to periodic weekend drills or attendance at military schools.

I. UNAUTHORIZED ABSENCE (Amended 07/16)

Unauthorized absence will be defined as:

- absence from the job during a scheduled work period without approval of the employee's supervisor or department head;
- failure to report to work at the expiration of an authorized leave or to request an extension of time;
- unauthorized absence from duty during required hours of attendance;
- unauthorized absence without leave is without pay and not eligible to use leave balance.

J. WORKER'S COMPENSATION

All ACSA employees are covered by Worker's Compensation. As stated in the Code of Virginia, Section 65.1-1: "The purpose of the Worker's Compensation Act is to provide compensation to a worker for loss of their opportunity to engage in work when their disability is occasioned by an injury suffered from an accident arising out of and in the course of their employment."

If an employee suffers an accident, such accident should be reported immediately to the supervisor and, in turn, Administration Department. If the employee is unable to report such accident, it should be reported by the department head. Employees suffering an accident or injury during the course of their employment will be placed on sick leave initially; if disability is expected to extend beyond seven working days, worker's compensation insurance will provide compensation from that time forward. An employee may not receive payment from Worker's Compensation and sick leave at the same time. If an employee does not have a sick leave or annual leave balance large enough to cover the seven-day period of absence, the employee will be placed on leave without pay.

PART VI

ADMINISTRATIVE PROCESSES AND PROCEDURES

A. POLICY OUTLINING TRAVEL (Revised 03/19, 6/21)

1. Policy Statement

The Albemarle County Service Authority (ACSA) will reimburse individuals traveling on official ACSA business for reasonable and necessary expenses incurred. Travel expense accounts are open to the public and must be able to sustain the test of public review. When planning and paying for travel, economy, prudence and necessity are of primary concern. The use of ACSA funds to accommodate personal comfort, convenience, and taste is not permitted.

It is the policy of the ACSA to limit costs to only those expenses that are necessary for providing essential services to our ratepayers. Further, travelers and travel planners must seek ways to reduce the cost of travel.

Department Heads must communicate ACSA travel policies, regulations and procedures to all employees who travel on ACSA business. Additionally, Department Heads must ensure that all travel expenses conform to the ACSA travel regulations.

2. Definitions

- Department Head or Designee – A Department Head is the officially appointed or designated individual who directs, and is ultimately responsible for, the overall operations of a department. A designee is any other person appropriately designated to act on behalf of the Department Head. Such designation must be documented in writing (email/memo) by the Department Head.
- Base Point – The primary place, office, or building where the traveler performs his/her duties on a routine basis.
- Commuting Mileage – Round-trip mileage traveled routinely by the employee between his residence and base point. Mileage and other commuting cost incurred during commuting status are considered a personal expense and are not reimbursable.
- Non-ACSA Employee – Any individual who is not employed by the ACSA, but who is conducting ACSA business. This would include members of the Board of Directors.
- Travel Request Form – This documentation, signed by the Department Head and the Executive Director, is used for the pre-

authorization of anticipated expenses to be incurred by an individual while traveling on official ACSA business.

- Expense Report Form – Original, authorized documentation for requesting reimbursement of expenses incurred by an individual while traveling on official ACSA business. This documentation, including itemized, original hotel bills and receipts as required, provides support for reimbursement of travel expenses.
- Travel Status – Travel outside of an employee's official Base Point.
- Trip – Any period of continuous travel between when the traveler leaves his residence or base point and returns to his residence or base point.

3. Travel Reimbursement Requirements

Although not all-inclusive, the following information is required for expense reimbursement and must be submitted with the Travel Request Form.

- Authorization and approvals (See Approval section)
- Approval for mileage reimbursement at IRS mileage rate (See Current Mileage Rates)
- Reason for travel and any unusual fees such as charges for changing reservation/ticket
- Hard-copy confirmations of expenses if online methods were used to procure services (to confirm cost).
- Reason for business phone calls, internet service, or fax services
- Itemized receipt for lodging or comparative statement if alternative lodging is used (i.e., apartment)
- Estimate of meal expenditure
- Receipt for registration fees
- Reason for "for-hire transportation" (i.e., taxi, shuttle, metro, limousine)

Travelers must keep itemized receipts and accurate records of all expenses to ensure correct reporting and submission of travel reimbursements. Travel reimbursements will not be made from travel charge card statements only. Each day's expenses must be shown separately on the voucher.

Travelers must submit an Expense Report Form (with receipts attached for the estimates listed on the approved Travel Request Form) to the Department Head within 14 working days after completion of the trip. By signing the expense report form, the traveler is certifying the accuracy of all information and the legitimacy of the travel. The signature of the traveler's Department Head and the Executive Director certifies that the ACSA agrees that the travel was necessary and the requested reimbursements are proper. It is the responsibility of the Department Head and the Finance Department to ensure that any type of reimbursement (Travel, Vendor Payment, Petty Cash, etc.) is not paid more than once.

4. Travel Planning

a. Introduction

Travelers must prepare a Travel Request Form, which includes cost estimates, and forward it to their Department Head and then to the Executive Director for approval, prior to any registrations, reservations, or other expenditures.

Total cost includes lodging, transportation, meals, conference registration, and any other travel costs or course fees. Overtime is not an allowable expense. Costs of the trip that may be direct billed, such as lodging or conference registration must also be included in the cost estimate. The estimate must accompany both the Travel Request Form and any applicable direct-billed Vendor Payment vouchers. For planned travel, the traveler must document, that a reasonable effort was made to obtain efficient, effective, and cost beneficial means of travel for the ACSA.

b. Internet Usage

In addition to all other policies set forth in this travel policy, the following policies must be complied with when using the Internet to purchase travel services. Usage of the Internet to procure travel services is allowed. Use caution and prudent judgment when choosing an Internet travel service site. Hidden fees, significant pre-payments, or nonrefundable advances can apply that may not be reimbursable. The traveler must comply with procurement guidelines.

When paying for services via the Internet, the following methods may be used:

- ACSA Visa Charge Card – may be used for all types of purchases (i.e., hotel, transportation tickets)
- Personal Credit Card

In addition to other documents required by policy, the following supplementary documents must be submitted with the Expense Report Form when procuring services via the Internet:

- A hardcopy of the final page from Internet site showing total cost and confirmed service.
- Airline confirmation (ticket stub) of the type of ticket purchased (e.g. coach, business).

c. *Travel Involving Multiple Employees*

Where it is determined that a seminar, workshop or training program is essential to staff development for five or more employees, the department shall investigate the option of bringing the trainer on site instead of authorizing employees to travel to an off-site location. The department shall document the comparative cost of an on-site session and retain such documentation on file with the departmental travel records. The department must also explore the practicality of fulfilling the desired staff development goals through use of studio and video teleconferencing where these options may be more cost effective.

In selecting locations for meetings, Department Heads shall give first preference to ACSA-owned facilities. For meetings of policy, advisory, or supervisory boards, the selection of a meeting site should avoid the appearance of overly extravagant or luxurious arrangements.

Additionally, no more than two Department Heads shall travel together on an airplane.

d. *Conference Procurement*

In planning for an ACSA-sponsored conference, the Lodging and Meals Expense guidelines in these regulations should be used as a measure of reasonableness. Department Heads should be prudent in selecting the most cost beneficial option available. The ACSA should follow all purchase and procurement guidelines. Documentation supporting the procurement must justify any costs in excess of the guidelines based on the overall conference procurement costs (i.e., free room space or other no or low-cost amenities needed for meetings).

For reimbursements where these guidelines are used, "Cost based on Procurement Guidelines" must be clearly stated on the Expense Report Form.

5. Lodging

a. Introduction

Lodging may be reimbursed when an individual is traveling overnight on official business outside their official Base Point. Lodging expense reimbursement varies with the travel destination, but all expenditures must be necessary and reasonable. Primary responsibility for ensuring the reasonableness of amounts reimbursed rests with the Department Head or designee. This includes ensuring that all travel expenditures have been approved at the appropriate level required, as defined in these regulations.

b. Lodging Reimbursement Rates

When overnight stays are required while on travel status, first preference shall be given to selecting lodging in the economy class. Check, request and confirm government rates both at the time reservations are made and during check-in.

Reimbursement for lodging is limited to actual expenses incurred up to the guideline amount¹, plus hotel taxes, fees, and surcharges. Expenses in excess of the guidelines will not be reimbursed, unless approved in advance by the employee's department head and Executive Director. Travelers who do not plan with careful consideration of these guidelines will bear the additional expense personally. In such cases, taxes and surcharges will be prorated and reimbursed only for the appropriate rate.

c. Non-Canceled Hotel Reservations

Communicate travel plan changes to the hotel as soon as possible when a confirmed reservation is being held. Since hotels can charge for non-canceled reservations, these charges will not be reimbursed if the traveler is negligent in canceling reservations.

d. Hotel Bills

Submit with the approved Travel Request Form the original, itemized hotel bills obtained at time of checkout, and other supporting receipts for lodging expense. For hotel rooms obtained through Internet providers, (Priceline, Expedia, Orbitz, Travelocity, etc.), the traveler must submit the hardcopy final page from the Internet site showing total cost and confirmed services. Any unusual charges must be fully documented.

¹ Please see the GSA.gov website for lodging maximum's by city.
(<http://www.gsa.gov/portal/content/104877>)

6. Meals and Other Travel Incidental Travel Expenses (M&IE)

a. Introduction

An allowance for meals and incidentals (M & IE) is paid when an employee is traveling overnight conducting non-routine official ACSA business away from their work site.

b. M&IE Reimbursement Allowance

The allowance is paid in accordance with guidelines by the Federal Government, at www.gsa.gov/portal/category/21287. Under M & IE, the website provides the Per Diem amounts for a full day of travel as well as the breakdown for breakfast, lunch, dinner and incidentals. First and last day of travel are reimbursed at 75% (see website). Per Diem should be requested at least three weeks prior to travel. Under the Per Diem plan, employees incurring meal expenses would be allocated the allowable amounts and would not be required to provide documentation or receipts.

The amount of Per Diem depends on which meals are included in the seminar/conference. The itinerary/conference brochure is required with the Travel Request form when requesting Per Diem.

c. Allowed Expenses

- Taxes, fees, and surcharges paid by the traveler for lodging.
- Business Telephone Calls, Telegrams, Internet Access, Hotel Business Center Charges, and Facsimiles for official business purposes and paid for by the traveler may be claimed on the Expense Report Form. A full explanation must be stated on the Expense Report Form accompanied by supporting documentation. Individuals using personally owned cellular telephones may be reimbursed for business calls when shown to be cost beneficial or necessary. In this case, an itemized cell phone statement must be included and attached to the Expense Report Form. In the event that free minutes are used for business calls, reimbursement is not permitted.
- Tolls and parking fees are reimbursable when paid for by the traveler in the course of conducting official ACSA business. A receipt is required for all parking reimbursement claims, or where toll expense claims are greater than \$20 per travel instance.

Reimbursement must be claimed as an “other expense” on the Expense Report Form.

d. Disallowed Expenses

Disallowed expenses include:

- Lost or stolen articles
- Alcoholic beverages
- Damage to personal vehicles, clothing, or other items
- Services to gain entry to a locked vehicle
- Movies charged to hotel bills
- All expenses related to the personal negligence of the traveler, such as fines
- Entertainment expenses
- Towing charges
- Expenses for children, spouses, and companions while on travel status
- Overtime; and
- Travel Insurance (Personal injury or loss, trip interruption/cancellation, etc.)

The above list is not all-inclusive. Travelers should use prudent judgment and remember that all travel expense accounts are open to the public and must be able to sustain the test of public review.

e. Travel Credits

Travel credits, reduced rates, or free services received from public facilities (i.e., airline, car rental agencies, motels, etc.) by individuals for whatever reason accrue to the ACSA. Any such credit, reduced rate, or free service must be reported to the Finance Department and must be deducted from the amount of travel expenses claimed.

7. Non-Travel Related Meals

a. Business Meals

Generally, meal expenses must involve an overnight stay to qualify for reimbursement. In these instances, the traveler must adhere to the travel regulations outlined earlier for meal reimbursement.

Individuals who are not in a travel status are eligible for meal reimbursement if they participate in a business meal.

Such meals occur while the individual is on official business and must:

- Include Department Head or designee approval.
- Involve substantive and bona fide business discussions and include the original, itemized receipt.
- List by name all persons involved in the meal and the reason for the meal. If the reimbursement is for a group of conference participants, identify the number of people fed and an explanation of additional meals, if necessary (e.g., coverage of walk-ins).
- Be reimbursed for actual expenses up to the amount shown for the applicable meal, in the M&IE Rate Table according to the GSA Published Guidelines, excluding the incidental allowance.
- Delivery costs and a *reasonable* tip (not to exceed 15%) are reimbursable as long as the total cost does not exceed the allowable reimbursement for the meal.

b. Overtime Meals

An overtime meal reimbursement is a fixed dollar amount allowed while working in an overtime status. Overtime status is when work occurs beyond an employee's normal, scheduled work hours.

An overtime meal reimbursement is allowed when overtime worked is:

- Essential² to the ACSA's mission
- Permitted by ACSA policy
- Approved by Department Head, or Supervisors, and
- In excess of the employee's normal, scheduled work hours.

² In evaluating whether an overtime meal is *essential* to the ACSA's mission, Department Heads must determine that the work cannot be completed during the normal workday or that the overtime is required to provide continuous water and sewer services during an emergency.

Note: Scheduled work hours and overtime hours worked for overtime meals must be included on the Expense Report. The onsite Supervisor has the authority and discretion to authorize the purchase of coffee or other refreshments during overtime operations to provide ACSA personnel. Itemized receipts are to be turned in for reimbursement.

c. Overtime Meal Rates

Overtime meal reimbursement guidelines (including all related taxes and tips) are provided as follows:

Breakfast:	\$12.00
Lunch:	\$15.00
Dinner:	\$23.00

The applicable overtime meal reimbursement is payable to the employee only with original itemized receipts.

8. Transportation

a. ACSA-Owned Vehicle – Temporary Basis

Temporary use, outside of normal business hours, of ACSA-owned vehicles by persons performing official ACSA business is permitted as determined by the Department Head. A written request must be made by the Department Head to the Executive Director explaining in detail the purpose or reason for such an assignment.

b. ACSA-Owned Vehicle-Permanent Basis

Departments that have employees who travel frequently on official ACSA business should request an ACSA-owned vehicle on a permanent basis, if it is cost beneficial to the ACSA. Such departments should conduct a cost/benefit analysis on an annual basis to evaluate whether the use of permanently assigned, departmental vehicles would be cost beneficial to the ACSA. Note: Employee will be taxed in accordance with IRC Section 274d.

c. Personally-Owned Vehicle

Employees are permitted to use their personally owned vehicle when an ACSA-owned vehicle is not available, or when the use of a personally owned vehicle is cost-beneficial to the ACSA. The use of a personally owned vehicle should not exceed the sum of air fare to the destination. The ACSA will reimburse employees for the approved use of their personal vehicle on official ACSA business that is properly authorized, reasonable and appropriately documented and receives prior department head written approval.

The Travel Request Form should be checked with the appropriate choice.

d. Current Mileage Rates

Current IRS rate – when a personally owned vehicle is cost justified or an Authority-owned vehicle is not available.

The current IRS rates can be found at the following sites:

<http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>

e. Cost Benefit Analysis

Departments must conduct a cost/benefit analysis to determine whether an ACSA-owned or a personally-owned vehicle should be used in official ACSA travel. It is expected that a good faith effort will be made to use an ACSA-owned vehicle. Generally, a personal vehicle is considered cost beneficial under the following circumstances:

- When occasional travel is planned for distances up to 100 miles per day. For overnight travel, consider the average daily mileage over the period the ACSA vehicle would otherwise be needed.
- For constant daily routine travel (departments should consider the cost effectiveness of an ACSA fleet).
- When an emergency exists and is approved by the Department Head or designee.

f. Mileage versus Air Costs

Planned personal vehicle or rental car costs cannot exceed the total cost of the trip using the most economical public air transportation available. All travel costs (including meals, lodging, parking, ground transportation, etc.) should be considered for each option. Reimbursement shall be limited to the least expensive option (flying vs driving). Department Heads or their designees are authorized to grant exceptions to this policy when justified. Comparative statements should be attached to the Expense Report Form for reimbursement.

g. Commuting Mileage

Round-trip mileage traveled routinely and directly by the employee between his residence and base point incurred on a scheduled workday is considered commuting mileage. An employee can have only one assigned base point. Commuting mileage and other commuting costs incurred on

scheduled workdays are considered a personal expense and are not reimbursable.

h. Travel Routing

Travel routing, whether by public transportation, privately-owned vehicle, or ACSA-owned vehicle, shall be the most direct practicable route.

i. Base Point

An employee can only have one base point, even if the employee has multiple work locations. It is the Department Head's responsibility to assign the base point to be used for reimbursement purposes.

The employee's residence can be assigned by the ACSA as base point where it is considered cost beneficial to the ACSA. In this case, the mileage driven from the employee's residence to one or more temporary work locations, including the employee's central office, is official ACSA business mileage and is fully reimbursable. Departments are expected to establish stringent administrative controls at sufficiently high levels to ensure that the assignment of an employee's residence as their base point is authorized only when justifiable.

j. Parking & Toll Expenses

Parking and Toll expenses are reimbursable. A receipt is required for all parking claims. Toll expenses will be reimbursed without itemized receipt if less than \$20 per instance. Reimbursement must be claimed as an "other expense" on the Expense Report Form.

k. Public Transportation

Public transportation travel includes:

- Rental Car
- Plane
- Train
- Bus
- Taxi or Shuttle and other "for-hire transportation"

Public transportation rates must not exceed those for tourist or coach class accommodations. Receipts for such expenses must be retained for submission with the Expense Report Form.

Charges for changes to tickets/reservations to accommodate personal comfort, convenience and taste are not reimbursable. Change fees must be explained on the Travel Report.

For taxis, shuttle vans and other forms of “for-hire transportation,” receipts are required for reimbursement, only if the reimbursement claim exceeds \$20 per instance. Additionally, a reason should be identified on the Expense Report Form for the necessity of the “for-hire transportation.” A maximum of 15% of the taxicab or shuttle service fare is reimbursable as a transportation cost separate from Meals and Incidental Expenses. For reimbursement, the Travel Expense Report must be divided into one amount for the fare and one amount for the tip.

Public transportation from place of lodging to restaurants is allowed only for official business needs.

l. Air & Rail Tickets

Generally, airline and rail travel cannot exceed the rates charged for tourist/coach fare. With careful consideration of the reasonableness limitations specified in the **General** section of these regulations, the approving Department Head may grant permission for business class air or rail travel under the following circumstances:

Air

- When it does not cost more than the lowest available tourist/coach fare (comparison must be attached to the Expense Report Form), or
- If the traveler pays the difference.

Rail

- When it does not cost more than the lowest available tourist/coach fare (comparison must be attached to Expense Report Form), or
- When reserved coach seats are not offered on the route, or
- If the traveler pays the difference.

Reimbursement for first class air or rail travel is prohibited.

Note: Documents that validate the mode and class of travel are required for all air and rail reimbursements made directly to the employee.

m. Air & Rail Tickets—Purchase Options

There are two options available for the purchase of air and rail tickets:

- ACSA VISA Credit Card – may be used for all types of purchases
- Personal Credit Card

n. Additional Airline Fees

Certain airlines now charge additional fees for baggage and other services formerly included in the airfare cost. When procuring airfare for business travel, travelers should consider total costs in selecting the most appropriate carrier. Airlines publish limits for baggage and the fees associated with those limits. Travelers are expected to be aware of these limits. In the event these limits must be exceeded for legitimate business purposes, the cost is reimbursable. A receipt and appropriate explanation must be included with the Request for Travel.

o. Bus Travel

Permitted in lieu of automobile, airline, or train travel when cost beneficial.

B. POLICY OUTLINING CREDIT CARD USE

1. Purpose

This defines the policy for issuance and use of Albemarle County Service Authority (ACSA) credit cards.

2. Scope

This policy applies to all employees.

3. Provisions

a. General

- Credit cards will be issued by the ACSA and used only for official ACSA business and in accordance with the ACSA Purchasing Manual adopted by the Board of Directors. Exclusive of approved travel or emergency, credit cards will be used only for those purchases for which a purchase order is not required (under \$5,000). All purchases must comply with the ACSA Procurement Policy.
- Credit cards will be used only for purchases for which there is approved budget authority.

b. Establishing Accounts

- The Director of Finance will establish all credit card accounts for the ACSA.
- Department heads will submit requests to the Director of Finance to establish credit card accounts within their departments. Requests to establish credit card accounts and/or issue credit cards to designated employees (other than department heads) will include the purpose for the use of the card.
- Authorization to maintain a credit card account will be valid until terminated by the department head, the Director of Finance, or the Executive Director. Any notice of deletion of an authorized user provided to the Finance Department will be accompanied by that user's card.

c. Credit Card Use

- The preferred method of payment for goods and services provided to the ACSA is through an ACSA check, purchase order, or through a business with which the ACSA has an account.
- Credit cards may be used for authorized purchases when one of the methods in 3 a. is not available or feasible.
- When making credit card purchases, the vendors will be informed that the ACSA is a tax-exempt organization. Provide the vendor with a tax exemption certificate (available from the Finance Department) when required.
- Orders may be made through the Internet only via a secure site with encryption technology. When it cannot be determined that the site is secure, ACSA issued cards may not be used for purchases on the Internet.
- Retain all documentation pertaining to the purchase (such as sales receipt or packing slip). This documentation must be provided to the Finance Department for reconciliation to the credit card statement.
- All meal purchases require an itemized receipt, state the business purpose of the purchase, a list of attendees, and fall within the meal cost limits outlined in the Travel Policy.
- Under no circumstances will ACSA credit cards be used for personal purchases.
- *Returns, Credits, and Disputed Items* - In most cases, disputes can be resolved directly between the cardholder and the vendor that provided the goods and/or services. The cardholder must use the following guidelines when returning an item:
 - If an item needs to be returned for any reason, the cardholder should send the item back to the vendor in the manner agreed upon.

- The vendor should issue a credit for items that are returned. This credit will appear on a subsequent credit card statement.
- The vendor should issue documentation of the return (such as a credit receipt). All documentation pertaining to returns must accompany the Request for Payment and reconciliation of the credit card statement.
- If the cardholder and vendor cannot resolve an issue, the cardholder should contact the credit card vendor (phone number on the back of the card). The credit card vendor will investigate the dispute on the cardholder's behalf and assist in the resolution. A temporary credit is normally issued pending final resolution of the issue.

d. Monthly Reconciliation

- ACSA credit card statements will be sent to the Finance Department for reconciliation. It is the department head's responsibility to forward receipts and requests for payment to the Finance Department in time to avoid any finance charges. Repeated failure to complete reconciliation in a timely manner will result in cancellation of the credit card account.
- Each receipt and request for payment for each account must be coded and signed or initialed by the department head. Each purchase will be supported with receipts. If an item has not yet been received, documentation verifying the order and the total cost will be forwarded to the Finance Department in lieu of a receipt.

e. Credit Card Security

- Authorized use of the credit card is limited to the person whose name appears on the face of the card. The credit card must not be loaned to another person except for certain instances in which it is in the ACSA's interest to allow a designated employee, under direct supervision of the cardholder, to make a specific purchase on the cardholder's behalf. Cardholders are personally responsible for the security of the card and ensuring that all purchases made with the card are properly authorized.
- If the credit card is lost or stolen, the cardholder must immediately notify the Director of Finance and the credit card vendor.
- The ACSA will be liable for use of the credit card by authorized users within the limits of this policy. It will not accept liability for the following:
 - Cards/account numbers that are fraudulently used.
 - Purchases made with stolen or lost cards beyond the liability limits established in the agreement with the credit card company.

f. Credit Cardholder Responsibilities

- Credit cardholders will execute the ACSA Credit Card Cardholder Agreement, before being issued a credit card.
- No later than 30 days prior to terminating employment with the ACSA, cardholders will cease use of the credit card in their possession and turn in the card to the Executive Director or the Director of Finance.
- Credit card statements through the end of the period during which the card was in the cardholder's possession will be reconciled before the cardholder is relieved of responsibility for credit card purchases. A final ACSA paycheck will not be issued until the employee is cleared of responsibility for the credit card formerly in his/her possession. The Executive Director or the Director of Finance will provide Human Resources (HR) with a statement that the individual is clear of credit card responsibility prior to the individual out-processing with HR and HR providing final pay and leave/sick leave time reimbursement information to Finance.
- Other than in the case of a reported lost or stolen card, if it is determined that a cardholder is responsible for an unauthorized purchase with a card, the cardholder will be required to reimburse the ACSA for the amount of the purchase.

Albemarle County Service Authority Credit Card Cardholder Agreement

I, _____, hereby accept an Albemarle County Service Authority Credit Card. As a cardholder, I agree to comply with the following terms and conditions regarding my use of the card:

1. I agree to comply with the provisions of the approved Albemarle County Service Authority Procurement Policy and the Albemarle County Service Authority Administrative Regulation regarding travel.
2. I agree to use this card only for Albemarle County Service Authority purchases and will not use it for personal purchases.
3. I understand that I may be held personally liable for unauthorized purchases made with this card either by me or due to my exercising lack of due care in providing security for the card or account number.
4. I understand my obligation to return the card immediately upon request and no less than 30 days prior to termination of my employment (including retirement). I understand and agree that I will not receive my final pay until such time as my final credit card statement has been received and is reconciled.
5. I understand my obligation to maintain supporting documentation for all charges made with the card. I further understand that my failure to do so may result in my personal liability for finance charges incurred as a result of insufficient documentation.
6. I understand my obligation to notify my department director (or Director of Finance) and the credit card vendor immediately upon discovering that the card has been lost or stolen.
7. I understand that Albemarle County Service Authority is a tax-exempt organization and I make every effort to ensure the ACSA is not charged sales tax on any purchases made with the credit card.

Employee	Title	Date
Department Head	Date	Executive Director Date
Director of Finance	Date	

Finance Department Use Only:

Date Issued: _____	By: _____	_____ Title
Employee Acknowledgment: _____		_____ Title
Date Returned: _____	Received By: _____	_____ Title
Employee Acknowledgment: _____		_____ Title

APPENDIX A

DEFINITIONS

- An Administrative Decrease will be defined as a reduction within the salary range of a disciplinary action from the result of unsatisfactory job performance or misconduct. Supervisors recommending such a decrease must submit a letter of justification to the Executive Director.
- An Administrative Increase will be defined as an increase within the salary range that is awarded to a full-time employee displaying exceptionally outstanding service. Supervisors recommending such an increase must submit a letter of justification to the Executive Director.
- An Administrative Termination will result when employees are hired to fill positions that are later determined to be unfunded in the budget, or when employees are found not to meet the minimum qualifications of the position, following the actual start of work. Employment will be administratively terminated as soon as convenient following determination of the discrepancy.
- The Anniversary Date will be defined as the original date of employment or rehire date.
- A Cash Bonus is defined as a bonus which may be awarded by the Executive Director in consideration of an employee's participation in an extraordinary project which is definite in length, which may include overtime worked, and which task will not become part of an employee's continued job duties once the project is complete, but which task was instrumental to the work of the ACSA. Cash bonuses may also apply to employees at the end of a salary zone, not automatically awarded, but based on the employee's meeting certain predefined performance goals during the year.
- A Demotion will be defined as a reduction to the appropriate pay zone in conjunction with a change to lesser job duties and responsibilities. When an employee is reduced to a lower pay zone, their salary within the new pay range will be determined by the Executive Director.
- A Department Head will be defined as Director of Engineering, Director of Finance, ~~Human Resources and Administration Manager~~Director of Human Resources and Administration, ~~Manager of Information Technology~~Director of Information Technology and ~~Operations Manager~~Director of Operations.
- A Dismissal will be defined as an involuntary termination of employment initiated by the ACSA as a result of the employee's unsatisfactory work performance or misconduct.

- The Evaluation Date for all employees will be annually by July 1, with the exception of persons hired within the prior twelve months. Those employees are eligible for their first base pay increase, based on performance and skill achievement, following twelve months of initial employment. On the following July 1 they will again be evaluated, and will qualify for a weighted base pay increase. All future evaluations will be performed, and salary increases will be effective, annually on July 1.
- Failure to Appear will be defined as failure by an employee to report to work during the first scheduled workday following notice of employment without previous notification to the ACSA.
- A Full -Time Employee will be defined as an ACSA employee who is scheduled to work a full eight-hour day and five day week. They are eligible for maximum fringe benefits.
- An Interim Evaluation is performed by February of each year, or at the time an employee is promoted out of the current position. Interim evaluations are used to discuss performance and to note any changes in conditions or assumptions affecting predefined goals. In cases of promotion, interim evaluations are used to document performance in the employee's position prior to promotion; they are placed in the personnel file to be used at the end of the evaluation period. At that time the employee is evaluated on performance in the new position and both evaluation scores are then used to determine an overall performance rating and weighted base pay increase. No increases are awarded at the time of interim evaluations.
- A Market Adjustment will be defined as an increase in the minimum, mid- and maximum point ranges of all pay zones to reflect changes in market conditions. Such adjustments will be made following survey and subsequent analysis of like organizations around the state, conducted at least every four years.
- A Part -Time Employee will be defined as an ACSA employee who is scheduled to actually work less than 30 hours a week and less than 130 hours per month. Part- time employees will earn annual leave, sick leave, and holidays at rates corresponding to the number of hours worked. Part-time employees are not eligible for life insurance, retirement benefits under VRS, nor health care coverage.
- A Performance Pay Pool is based on the results of performance evaluations and the overall percentage approved by the Board of Directors, performance pay increases may be given annually on July 1. Employees who have reached the maximum point within their hiring range may receive a cash bonus.

- A Position is a group of currently assigned duties and responsibilities requiring the full or part-time employment of one person. A position may be occupied or vacant.
- The Position Classification Plan is the approved system tool to internally define the placement of positions, within the pay structure.
- The Probationary Period will be defined as the first 12 calendar months of employment following date of hire, rehire, or promotion. The probationary period cannot be waived. See Part II for more details regarding the probation period.
- A Promotion will be defined as an advancement to a higher salary grade which is granted to an employee in conjunction with increased job duties and responsibilities. When employees are promoted, their salary will be increased in the new salary grade to a level 10% higher than present salary, or to the minimum for that hiring zone, whichever is greater. See Part II for more details regarding promotion.
- A Reclassification will be defined as the re-assignment of a position to the appropriate job family, and/or hiring zone where the previous classification does not accurately reflect the actual duties performed. Reclassification differs from promotion in that the actual duties of the employee do not change.
- Resignation will be defined as a voluntary termination of employment through written notification to the ACSA initiated by the employee. Written notification will indicate the actual date and hour the resignation is to become effective and will be signed by the employee.
- Retirement will be defined as the termination of a full-time employee who is scheduled to begin receiving retirement benefits from state and/or federal agencies.
- A Suspension will be defined as the temporary prohibiting of an employee to perform their duties. The suspension period will be without pay.
- A Temporary Employee will be defined as one employed in a position in which the length of employment is fixed.
- Transfer Between Departments will be defined as the transfer of an employee from one department to another. If a transfer between departments involves a promotion or demotion, the rules of the appropriate action will apply. When employees transfer between departments to the same pay range no change of status occurs.

- A Verbal Reprimand will be defined as a discussion between the supervisor and the employee wherein the employee is advised and cautioned with reference to unsatisfactory work performance or misconduct.
- A Weighted Performance Pay Increase is awarded on July 1 only to those employees whose salaries have changed during the previous fiscal year due to promotion, demotion, or successful completion of an initial 12 months service. For example, if an employee is promoted in March, they are at that time given an interim evaluation on 8 months service performed in the outgoing position. The following July they are evaluated by the new supervisor for 4 months service in the new position. The evaluation scores will be weighted, 8/12 based on the previous evaluation and 4/12 based on the current evaluation, with the base pay increase based on the total score. If an employee is hired in September and works an initial 12 months, they are evaluated the following September and is eligible for a base pay increase at that time. The following July they are again evaluated. The evaluation score is weighted, 10/12 based on the current evaluation and 2/12 based on the previous evaluation. A weighted base pay increase is calculated using the previous 12 months gross base salary, with the calculated increase applied to current salary at July 1.
- A Written Reprimand will be defined as a written documentation to the employee from the supervisor wherein the employee is advised and cautioned with reference to unsatisfactory work performance or misconduct.

APPENDIX B

ACSA SALARY PLAN PAY GRADES

463

Department	Grade	Title	Minimum	Mid-Point	Maximum
Finance	1	Meter Technician I	\$35,032	\$45,542	\$56,052
Maintenance	1	Utility Worker I	\$35,032	\$45,542	\$56,052
Finance	2	Accounting Clerk	\$39,411	\$51,235	\$63,058
Finance	2	Meter Technician II	\$39,411	\$51,235	\$63,058
Administration	2	Administrative Office Associate	\$39,411	\$51,235	\$63,058
Maintenance	2	Utility Worker II	\$39,411	\$51,235	\$63,058
Finance	3	Customer Service Representative I	\$44,374	\$57,687	\$70,999
Engineering	3	Utility Location Technician	\$44,374	\$57,687	\$70,999
Maintenance	3	Facilities Maintenance Technician	\$44,374	\$57,687	\$70,999
Maintenance	3	Electrical Pump Apprentice	\$44,374	\$57,687	\$70,999
Maintenance	3	Hydrant Technician	\$44,374	\$57,687	\$70,999
Maintenance	3	Valve Technician	\$44,374	\$57,687	\$70,999
Finance	3	Senior Meter Technician	\$44,374	\$57,687	\$70,999
Maintenance	3	Utility Worker III	\$44,374	\$57,687	\$70,999
Administration	3	Executive Assistant	\$44,374	\$57,687	\$70,999
Maintenance	3	Maintenance Administrative Assistant	\$44,374	\$57,687	\$70,999
Engineering	4	Sr. Util. Location Technician	\$49,921	\$64,897	\$79,874
Engineering	4	Engineering Technician I	\$49,921	\$64,897	\$79,874
Finance	4	Customer Service Representative II	\$49,921	\$64,897	\$79,874
IT	4	GIS Technician	\$49,921	\$64,897	\$79,874
IT	5	Systems Analyst	\$56,149	\$72,994	\$89,838
Finance	5	Procurement/Financial Specialist	\$56,149	\$72,994	\$89,838
Finance	5	Payroll/Revenue Specialist	\$56,149	\$72,994	\$89,838
Maintenance	5	Crew Leader	\$56,149	\$72,994	\$89,838
Maintenance	5	CCTV Technician I	\$56,149	\$72,994	\$89,838
Maintenance	5	Electrician/Pump Technician	\$56,149	\$72,994	\$89,838
Administration	5	Human Resources Technician	\$56,149	\$72,994	\$89,838
Engineering	5	Hydraulic Modeling Technician	\$56,149	\$72,994	\$89,838
Finance	5	Sr. Customer Service Representative	\$56,149	\$72,994	\$89,838
Engineering	5	Reg. Compliance Spec.	\$56,149	\$72,994	\$89,838
Engineering	5	Construction Inspector	\$56,149	\$72,994	\$89,838
IT	6	SCADA Technician	\$63,155	\$82,102	\$101,049
IT	6	Project Manager	\$63,155	\$82,102	\$101,049
Maintenance	6	CCTV Technician II	\$63,155	\$82,102	\$101,049
Maintenance	6	Crew Leader II	\$63,155	\$82,102	\$101,049
IT	7	GIS and CMMS Coordinator	\$71,038	\$92,349	\$113,660
Finance	7	Meter Operations Supervisor	\$71,038	\$92,349	\$113,660
Engineering	7	Civil Engineer	\$71,038	\$92,349	\$113,660
Finance	7	Accounting Supervisor	\$71,038	\$92,349	\$113,660
Finance	7	Customer Service Supervisor	\$71,038	\$92,349	\$113,660
IT	7	Systems Engineer	\$71,038	\$92,349	\$113,660
IT	7	ISO Systems Engineer	\$71,038	\$92,349	\$113,660
Engineering	7	Modeling Engineer	\$71,038	\$92,349	\$113,660
Engineering	7	Environmental Compliance Specialist	\$71,038	\$92,349	\$113,660
Maintenance	8	Operations Supervisor	\$79,893	\$103,861	\$127,829

APPENDIX B

ACSA SALARY PLAN PAY GRADES

464

Maintenance	8	Facilities Supervisor	\$79,893	\$103,861	\$127,829
Engineering	9	Sr. Civil Engineer	\$89,916	\$116,891	\$143,866
IT	10	Director of Information Technology*	\$101,107	\$131,439	\$161,771
Administration	10	Director of Human Resources & Administration*	\$101,107	\$131,439	\$161,771
Maintenance	10	Director of Operations*	\$101,107	\$131,439	\$161,771
Finance	11	Director of Finance*	\$113,745	\$147,869	\$181,993
Engineering	11	Director of Engineering*	\$113,745	\$147,869	\$181,993

*Exempt from FLSA overtime provisions.

Board Approved 06/16/2022 06/15/23

APPENDIX B
ACSA SALARY PLAN PAY GRADES

<u>Department</u>	<u>Grade</u>	<u>Title</u>	<u>Minimum</u>	<u>Minimum</u>	<u>Mid-Point</u>	<u>Mid-Point</u>	<u>Maximum</u>	<u>Maximum</u>
Finance	1	Meter Technician I	\$35,032	\$37,485	\$45,542	\$48,730	\$56,052	\$59,975
Maintenance	1	Utility Worker I	\$35,032	\$37,485	\$45,542	\$48,730	\$56,052	\$59,975
Finance	2	Accounting Clerk	\$39,411	\$42,170	\$51,235	\$54,821	\$63,058	\$67,472
Finance	2	Meter Technician II	\$39,411	\$42,170	\$51,235	\$54,821	\$63,058	\$67,472
Administration	2	Administrative Office Associate	\$39,411	\$42,170	\$51,235	\$54,821	\$63,058	\$67,472
Maintenance	2	Utility Worker II	\$39,411	\$42,170	\$51,235	\$54,821	\$63,058	\$67,472
Finance	3	Customer Service Representative I	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Engineering	3	Utility Location Technician	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Facilities Maintenance Technician	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Electrical Pump Apprentice	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Hydrant Technician	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Valve Technician	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Finance	3	Senior Meter Technician	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Utility Worker III	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Administration	3	Executive Assistant	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Maintenance	3	Maintenance Administrative Assistant	\$44,374	\$47,480	\$57,687	\$61,725	\$70,999	\$75,969
Engineering	4	Sr. Util. Location Technician	\$49,921	\$53,415	\$64,897	\$69,440	\$79,874	\$85,465
Engineering	4	Engineering Technician I	\$49,921	\$53,415	\$64,897	\$69,440	\$79,874	\$85,465
Administration	4	Executive Assistant	\$49,921	\$53,415	\$64,897	\$69,440	\$79,874	\$85,465
Finance	4	Customer Service Representative II	\$49,921	\$53,415	\$64,897	\$69,440	\$79,874	\$85,465
IT	4	GIS Technician	\$49,921	\$53,415	\$64,897	\$69,440	\$79,874	\$85,465
IT	5	Systems Analyst	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
IT	5	Information Technology Technician	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
IT	5	Utility Data Analyst	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Finance	5	Procurement/Financial Specialist	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Finance	5	Payroll/Revenue Specialist	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Maintenance	5	Crew Leader	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Maintenance	5	CCTV Technician I	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Maintenance	5	Electrician/Pump Technician	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Administration	5	Human Resources Technician	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Engineering	5	Hydraulic Modeling Technician	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Finance	5	Sr. Customer Service Representative	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Engineering	5	Reg. Compliance Spec.	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
Engineering	5	Construction Inspector	\$56,149	\$60,079	\$72,994	\$78,103	\$89,838	\$96,127
IT	6	SCADA Technician	\$63,155	\$67,576	\$82,102	\$87,849	\$101,049	\$108,122
IT	6	Project Manager	\$63,155	\$67,576	\$82,102	\$87,849	\$101,049	\$108,122
Maintenance	6	CCTV Technician II	\$63,155	\$67,576	\$82,102	\$87,849	\$101,049	\$108,122
Maintenance	6	Crew Leader II	\$63,155	\$67,576	\$82,102	\$87,849	\$101,049	\$108,122
IT	7	GIS and CMMS Coordinator	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Administration	7	Communications Manager	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Finance	7	Meter Operations Supervisor	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Engineering	7	Civil Engineer	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Finance	7	Accounting Supervisor	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Finance	7	Customer Service Supervisor	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
IT	7	Systems Engineer	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
IT	7	ISO Systems Engineer	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Engineering	7	Modeling Engineer	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Engineering	7	Environmental Compliance Specialist	\$71,038	\$76,010	\$92,349	\$98,813	\$113,660	\$121,617
Maintenance	8	Operations Supervisor	\$79,893	\$85,486	\$103,861	\$111,131	\$127,829	\$136,777
Maintenance	8	Facilities Supervisor	\$79,893	\$85,486	\$103,861	\$111,131	\$127,829	\$136,777
Engineering	9	Sr. Civil Engineer	\$89,916	\$96,210	\$116,891	\$125,073	\$143,866	\$153,937
IT	10	Director of Information Technology*	\$101,107	\$108,185	\$131,439	\$140,640	\$161,771	\$173,095
Administration	10	Director of Human Resources and Administration*	\$101,107	\$108,185	\$131,439	\$140,640	\$161,771	\$173,095
Maintenance	10	Director of Operations*	\$101,107	\$108,185	\$131,439	\$140,640	\$161,771	\$173,095
Finance	11	Director of Finance*	\$113,745	\$121,708	\$147,869	\$158,220	\$181,993	\$194,732
Engineering	11	Director of Engineering*	\$113,745	\$121,708	\$147,869	\$158,220	\$181,993	\$194,732

*Exempt from FLSA overtime provisions.

Board Approved

06/16/202206/15/23

R E S O L U T I O N

WHEREAS the Albemarle County Service Authority in 1983 adopted a Personnel Management Plan for the Authority; and

WHEREAS the Personnel Management Plan has been amended from time to time by the Board of Directors, having last been amended and re-enacted in June 2022;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Albemarle County Service Authority that the Personnel Management Plan of the Albemarle County Service Authority is hereby amended and re-enacted incorporating changes attached hereto.

I, Gary B. O'Connell, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Board of Directors of the Albemarle County Service Authority in a regularly scheduled meeting held on June 15, 2023, by a vote of ___ to ___.

Gary B. O'Connell, Secretary-Treasurer