

BOARD OF DIRECTORS' MEETING

June 18, 2026
 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. Employee Recognition – Sabrina Seay, ServiceDesk Plus Certification
9:10 a.m.	3. Approve Minutes of May 21, 2026
9:15 a.m.	4. Matters from the Public
9:20 a.m.	5. Response to Public Comment
9:25 a.m.	6. Consent Agenda
	a. Monthly Financial Reports
	b. Monthly Capital Improvement Program (CIP) Report
	c. Monthly Maintenance Update
	d. IT Monthly Update
	e. Rivanna Water and Sewer Authority (RWSA) Monthly Update
	f. ACSA Board Policy Issues Agenda 2026
	g. Water and Wastewater Professionals Appreciation Day
	h. VERIP Application
9:40 a.m.	7. Public Hearing for Comments on Proposed FY 2027 Budget and Rates
9:55 a.m.	8. Adoption of Proposed FY 2027 Budget, CIP, and Rates, which rates are reflected in the Proposed Amendments to Appendix B to the ACSA Rules and Regulations
10:05 a.m.	9. Adoption of other Proposed Amendments to ACSA Rules and Regulations
10:15 a.m.	10. Adoption of Proposed Amendments to Personnel Management Plan
10:25 a.m.	11. Items Not on the Agenda
10:30 a.m.	12. Executive Session
	13. Adjourn



ALBEMARLE COUNTY SERVICE AUTHORITY

STATEMENT OF CHAIR TO OPEN JUNE 18, 2026 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.

Albemarle County Service Authority Board of Directors

The Board of Directors of the Albemarle County Service Authority (ACSA) met in a regular session on May 21, 2026, at 9:00 a.m. at the Administration and Operations Center at 168 Spotnap Road in Charlottesville, Virginia.

Members Present: Mr. Armstrong; Ms. McKeel; Ms. Lizbeth Palmer; Mr. John Parcels; Mr. Clarence Roberts; Ms. Kimberly Swanson.

Members Absent: None.

Staff Present: Tim Brown; Quin Lunsford; Jeremy Lynn; Alex Morrison; Emily Roach; Danielle Trent.

Staff Absent: April Walker.

Public Present: Neil Williamson, Free Enterprise Forum; Courtney Rogers and Stephen Geisz, Davenport & Company.

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

Mr. Armstrong called the meeting to order. He then read the opening Board Chair statement (Attached as Page _____), and a quorum was established.

2. Approve Minutes of April 16, 2026

There were no additions or corrections to the minutes of April 16, 2026.

Ms. Palmer moved to approve the minutes of April 16, 2026; seconded by Mr. Parcels. All other members voted aye.

3. Matters from the Public

There were no matters from the public.

4. Response to Public Comment

There was no response to public comment.

5. Consent Agenda

Albemarle County Service Authority Board of Directors***a. Monthly Financial Reports***

b. Monthly Capital Improvement Program (CIP) Report – Mr. Parcels stated that with respect to the Ragged Mountain Phase 1 Water Main Replacement on page 68, there is a remark about the bore running into problems and the solution is to do a larger bore. He asked if this would not have similar issues. Mr. Lynn replied that a larger bore will allow better access and eliminate the need for two separate bores, increasing the likelihood of success. Mr. Parcels asked if the larger bore would be deeper. Mr. Lynn replied that he does not think it will be deeper. Mr. Parcels asked how big the larger bore would be. Mr. Lynn replied that it is 84 inches because it has to fit a 36-inch and a 12-inch pipe inside it.

Mr. Parcels stated that his next question was about the Airport Trunk Sewer Upgrade project on page 74. He asked why the Water Protection Ordinance (WPO) permit was required and if it was related to the sewage. Mr. Lynn replied that the permit is related to the amount of disturbance this project will cause. He stated that the project site is also adjacent to Lake Hollymead, so they want to ensure everything is done to protect the lake. He noted they were not able to submit the WPO until they have acquired all of the easements. Mr. Parcels asked if this means that additional inspectors will come to compare the work being done with the permit. Mr. Lynn replied that there will be an ACSA inspector focused on the work itself and the installation of the sanitary sewer, as well as a County inspector who will make site visits from an E&S standpoint.

Mr. Parcels stated that he also had a question about the Bellair-Liberty Hills Sewer project on the same page. He asked how the failing septic systems in this area impact the ACSA's construction of the sewer line. Mr. Lynn replied that most of the construction for this project will be along the roadway, so the drain fields will not be impacted. He mentioned that there are a couple of areas where they will have to cross between properties, so they will have to research where those drain fields are located.

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1 Ms. Palmer asked if the Buckingham Circle residents were
2 connected because she could not remember. Mr. Lynn replied that they are
3 connected with water, but not from a sewer standpoint. He stated that both
4 eventually connect to RWSA's Morey Creek interceptor that runs along the
5 western side, but they are not physically connected.

6 Mr. Parcels stated that he wondered if the wetland nature of the
7 terrain had an impact, but he supposes the failure of the drain field is a
8 different problem. Mr. Lynn replied that it is a different kind of problem and
9 one that the Virginia Department of Health (VDH) would be working on with
10 the property owners until public sewer is made available. Ms. Palmer stated
11 that she often wondered how much the failing septic systems contribute to
12 the wetlands.

13 Mr. Parcels stated that his next question was about the Crozet
14 Phase 3 SSES project on the next page. He asked if there was a way to
15 measure the work that is going to be done and how effective it would be in
16 reducing I&I, to show the amount of I&I reduction that there will be, and
17 whether it is worth the money that will be spent. Mr. Lynn replied that they
18 are reviewing the draft report now, and all of the repairs that have been
19 identified are on manhole structures. He mentioned that even from an I&I
20 reduction standpoint, it makes sense to repair those manholes. He noted
21 that they are looking at about \$200,000 in manhole rehab collectively. He
22 stated that it is challenging to compare pre-rehab and post-rehab data
23 because rain events and moisture conditions vary during different times of
24 the year. He added, however, that they should see the peaks come down
25 once the repairs in the sewer system are made. Mr. Parcels asked how
26 long it would take to complete the repairs. Mr. Lynn replied that as soon as
27 they get through the report, they will issue a work order to the contractor,
28 who should have much of the work completed within the next six months.

29 Mr. Parcels stated that he had a question about the Avon
30 Operations Center project on page 77. He mentioned that the update says
31 that the previously approved HVAC system was not able to meet the project

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1 schedule, “forcing an alternative system to be selected.” He asked what this
2 meant. Mr. Lynn stated that the original HVAC company was unable to meet
3 the ACSA’s project schedule. He stated that they evaluated an alternative
4 system and are working to ensure that they can remain within the ACSA’s
5 project schedule. He mentioned that it seems the primary issue was that the
6 coils on the units were not available due to a large demand from data
7 centers. Mr. Parcels asked if this meant they would have a different type of
8 coil or a different system altogether. Mr. Lynn replied that it will be a different
9 system.

10 Mr. Morrison stated that it is a different system than what one would
11 see in a residential home. He stated that this system uses a coil repeat,
12 which helps with energy savings. He stated that it is a specialized system
13 that has additional components related to coils, which have recently been
14 in high demand. Mr. Parcels asked about the financial consequences of the
15 new system. Mr. Morrison replied that currently, they are not seeing any
16 additional cost with the change. He noted that there is a small chance that
17 the ACSA could see some cost savings with the new system.

18 ***c. Montclair Subdivision - Oversizing Agreement –***

19 ***d. Monthly Maintenance Update –*** Mr. Parcels stated that on page 103,
20 it states that no leaks were reported for April. He stated, however, that there
21 was a huge leak reported in the April Board packet that occurred in March.
22 He stated that he does not recall that being addressed or how it was
23 resolved. Mr. Morrison replied that in the April update, one of the leaks
24 reported was on the fire line to the ACSA’s warehouse building. He stated
25 that it was actually in the March packet because it occurred in February.
26 He stated that usually it would show up on the water report at the April
27 Board meeting, but the leak occurred at the end of the month. He
28 mentioned that there is a report generated in Cityworks on the first of the
29 month. He noted that if the work order is not completed and closed out, as
30 it takes a few days to get all of the information in the system, the leak will
31 not be included in that report. He stated that maintenance has worked with

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1 customer service and the CMMS coordinator to implement a 5-day delay
2 in generating the report, to ensure leaks that happen at the end of the
3 month are captured. Mr. Parcels asked about the leak at the warehouse
4 building, stating that it seems 30,000 gallons would be visually obvious.
5 Mr. Morrison replied that an ACSA inspector arrived first on-site that
6 morning and noticed the leak in the maintenance yard. He stated that they
7 quickly isolated it to make the repair. Mr. Parcels stated that he supposes
8 there was no AMI to catch the leak. Mr. Morrison stated that there is no
9 AMI for the fire systems since they are unmetered.

10 ***e. IT Monthly Update*** – Mr. Parcels stated that there was a remark in the
11 report about IT onboarding three new employees. He stated that he went
12 back to look at April as well, and there have been five employees onboarded
13 between the two months. He asked if this means the ACSA is now fully
14 staffed. Mr. Lunsford replied that the IT department is fully staffed. Mr.
15 Parcels stated that he assumes the five new employees were for positions
16 across the organization. Mr. Morrison stated that there have been a couple
17 of new Utility Worker I positions that were onboarded to backfill vacancies.
18 He stated that currently, the maintenance department has 35 employees
19 out of the 37 budgeted positions. He mentioned that with the recent
20 promotion for the Facilities Supervisor position, they are looking to backfill
21 the Crew Leader II- Valves and Hydrants position. He noted that they are
22 actively interviewing for that position this week. He added that the other
23 vacant maintenance position is the Electrician Technician, which has been
24 extremely challenging to fill, as they have not received qualified applicants
25 with the required licensure. Mr. Parcels asked how long the position had
26 been vacant and when he foresaw them being able to fill it. Mr. Morrison
27 replied that it has been vacant for about 12 months. Mr. Parcels asked if
28 there was any ability to connect with PVCC to fill the position, because they
29 have a journeyman program. Mr. Morrison stated that they have advertised
30 at PVCC as well as CATEC. He noted that the ACSA has an employee who
31 is currently working through the CATEC journeyman program and is in his

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1 last round of classes. He mentioned that once the employee is done with
2 classes, he will be able to sit for the journeyman's exam. Mr. Parcels asked
3 how many vacancies there were overall in the organization. Ms. Roach
4 replied that she believes there are three vacancies currently. Mr. Lynn
5 added that there is a vacant engineer position, which has been vacant for
6 about seven months. Mr. Lunsford stated that the Director of Finance
7 position is vacant as well, with interviews to start soon.

8 Ms. Swanson stated that it seems like there are a lot of high-flow
9 alerts that come from the AMI system. She stated that although the staff
10 does not have to follow up on all of them, she is interested in understanding
11 what high-flow alerts are related to with the AMI system. Mr. Lunsford stated
12 that he does not know the exact metrics for a high-flow alert, but for
13 continuous flow, it would be constant usage for 24 hours. He stated that a
14 high-flow alert could be indicative of a major break on the customer side.
15 He stated that high-flow alerts come in regularly when a large irrigation
16 system turns on, as it can use hundreds of gallons in a few hours. He
17 mentioned, however, that when they see that consumption stops or returns
18 to a normal level, they consider that to be intentional consumption and do
19 not consider that they have to follow up on.

20 ***f. Rivanna Water and Sewer Authority (RWSA) Monthly Update*** – Ms.

21 Palmer stated that the new demand analysis for Crozet is coming out in
22 October of this year, so there will be updated information. She stated,
23 however, that RWSA performed a study in 2019, and their alternative was
24 to rehab the raw water pump station at Beaver Creek to make it more
25 efficient. She stated that for quite a while, RWSA has had the Beaver
26 Creek raw water pump station and piping improvements in its CIP. She
27 asked if this project would actually do what the Hazen and Sawyer
28 alternative suggested or if this was something different. Mr. Lunsford
29 replied that he would need to speak with RWSA, and he would get back
30 to her.

31 ***g. ACSA Board Policy Future Issues Agenda 2026*** –

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1 ***h. Annual Water Quality Report –***

2 ***Ms. Palmer moved to approve the consent agenda, seconded by***
3 ***Ms. Swanson. All members voted aye.***

4

5 6. Proposed FY 2027 Capital Improvement Program (CIP) Public
6 Hearing

7 Mr. Armstrong opened the floor for public comment on the proposed
8 FY 2027 CIP public hearing. Neil Williamson with the Free Enterprise Forum
9 came forward to address the Board. Mr. Williamson stated that, of all the
10 localities that he covers, the Albemarle County Service Authority is head and
11 shoulders above anyone else in providing information, content, answering
12 questions, and transparency, which is to be commended. He stated that the
13 ACSA's CIP is significant and the trickle down of the RWSA's CIP is equally
14 significant in terms of the cost to ACSA rate payers and developers. He
15 mentioned that he has been informed that there will be increases in
16 connection fees to the tune of 10% annually for the next five years.

17 Mr. Williamson stated that this will impact the cost of housing. He
18 stated that it is not the ACSA's concern, but it is important to recognize
19 everything that goes into that. He stated that they were a huge supporter of
20 the community water supply plan, and they stand by that support. He stated
21 that they know that it costs money, and this is how you collect it. He noted
22 that, having said that, it should be made known with eyes wide open that
23 there are impacts to RWSA's CIP as well as the ACSA's CIP that go beyond
24 the ACSA's true area of concern, and they should be highlighted.

25 Barring any further public comment, Mr. Armstrong closed the floor
26 for public comment.

27

28 7. Proposed FY 2027 Budget and Rates Workshop

29 Mr. Lunsford stated that today's presentation was designed in the
30 format of a workshop (Attached as Pages_____). He stated that they
31 welcome any questions the Board may have. He stated that he would begin

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1 by providing an overview of the ACSA. He stated that he would then show
2 where the ACSA is financially in FY 2026 and how the Strategic Plan
3 integrates with the proposed budget for FY 2027. He stated that he would
4 recap the water and sewer rate study that was performed earlier this year
5 and some of the recommendations related to that study. He stated that he
6 would emphasize the value of water and show what different customer types
7 can expect if the proposed rate changes are approved. He added that he
8 would also briefly go through each of the departmental budget proposals.

9 Mr. Lunsford moved to the next slide outlining the ACSA's mission
10 and vision statements. He stated that the ACSA strives every day to provide
11 best-in-class service through clean, safe, and reliable water and wastewater
12 collection.

13 Mr. Lunsford moved to the next slide, showing an overview of the
14 ACSA. He stated that the ACSA was founded in 1964 and has over 23,000
15 unique water accounts, serving over 91,300 customers. He stated that the
16 ACSA has 88 dedicated employees, 380 miles of water lines, and 321 miles
17 of sanitary sewer lines that they are responsible for maintaining to ensure
18 they are operating efficiently.

19 Mr. Lunsford stated that before he discusses FY 2027, he wanted to
20 give an update on FY 2026 through April, which was highlighted on the next
21 slide. He stated that water revenues are slightly behind budgeted
22 expectations, even considering a slight increase in water sold compared to
23 last year. He mentioned that the biggest difference between the budget and
24 where the ACSA is in actuality is consumption in July. He noted that
25 consumption in July 2025 was lower than expected. He stated that sewer
26 revenues are right in line with what was expected. He stated that water
27 expenses are slightly below expectations, and sewer expenses are even
28 more below expectations due to the year being drier. He added that
29 departmental expenses are below expectations as well, by almost 15%. He
30 noted that most of that is driven by vacancies throughout the year, and some
31 of it is timing due to not being able to procure certain items.

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1 Mr. Lunsford stated that, in terms of forecasts for the remainder of
2 FY 2026, they do not expect any major changes to revenues. He stated that
3 they will probably be slightly below budgeted expectations for water
4 revenues and slightly above for sewer. He mentioned that if May and June
5 continue to be very dry, this could change slightly but not dramatically.

6 Mr. Lunsford stated that they want to emphasize the integration of
7 the ACSA's Strategic Plan with the budget. He stated that in the budget
8 document, the staff attempted to call out which of the different pillars the
9 various initiatives support and are working towards. He noted that the
10 graphic on this slide shows that in summary.

11 Mr. Lunsford moved to the next few slides to discuss the water and
12 sewer rate analysis. He stated that earlier this year, the ACSA performed a
13 formal water and sewer rate analysis with the help of its consultant, NewGen
14 Strategies & Solutions. He stated that they comprehensively reviewed
15 historical and projected information, be it RWSA's cost or the ACSA's
16 expectations related to labor or other needs. He mentioned that he did want
17 to highlight the guiding principles of the study, which are that the water and
18 sewer systems must be financially self-supporting, growth needs to pay for
19 growth, reserves should be maintained to provide for contingencies and
20 unplanned expenses, and water and sewer rates should be kept as low as
21 possible over time.

22 Mr. Lunsford stated that, as the Board is well aware, the RWSA's
23 charges to the ACSA are a major driver of the ACSA's budget. He stated
24 that when RWSA's costs increase, the ACSA's rates need to increase to
25 support those costs. He mentioned that the ACSA's FY 2027 budget shows
26 a \$34 million charge for water and sewer treatment and non-growth-related
27 debt service, as well as a \$9 million growth-related debt service charge. He
28 noted that the ACSA's CIP for FY 2027 is large, with the bulk of the cost on
29 the wastewater side. He stated that Mr. Lynn had provided detailed
30 information related to this in the prior month's meeting.

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1 Mr. Lunsford stated that the next slide shows some of the findings
2 from the rate study. He stated that while the ACSA is currently in a sound
3 financial position, rates need to increase due to the increase in costs in the
4 CIP programs. He stated that water rates are proposed to increase by 17%
5 and sewer rates by 3%. He mentioned that combined, the average customer
6 is going to see about a 9.4%-10% increase in their monthly bill. He noted
7 that there is a recommendation to increase the system
8 development/capacity charges by 10%. He stated that, as Mr. Williamson
9 pointed out earlier, this is not a one-time fix. He stated that costs continue to
10 go up and capital programs are enormous, which helps offset growth-related
11 costs.

12 Mr. Lunsford stated that this budget includes something that the
13 ACSA has not done for some time, which is a recommendation for a debt
14 issuance in FY 2027 of \$20 million. He stated that this helps offset some of
15 the costs over time, to help the ACSA finance assets more gradually. He
16 stated that Davenport and Company will speak to some of the specifics
17 related to that shortly.

18 Ms. Swanson stated she recalls they picked scenario 2a as the go-
19 to. She stated that both scenarios called for debt funding of 2/3 of the CIP.
20 She asked if they ever ran the scenario of debt funding half of the CIP in the
21 model and why 2/3 was chosen. Mr. Lunsford stated that he would have to
22 look at the model and the different scenarios. He stated that they felt 2/3 was
23 a reasonable amount of debt service from an annual perspective to help get
24 past some of the major expenditures that they have seen recently. He
25 mentioned that in the April 2025 financials, there was about \$59 million in
26 cash and investment reserves. He noted that in the financials for April 2026,
27 the amount has reduced to \$47 million. He stated that they have spent a
28 substantial amount of reserves this year. He stated that if they are able to
29 issue this debt, they will be able to replenish the reserves for costs related
30 to those projects. He stated that the \$20 million will allow the ACSA to be

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1 reimbursed for about \$15 million, leaving \$5 million to fund costs that have
2 yet to occur.

3 Ms. Swanson stated that if there is a way for the consultant to look
4 at what would happen in a scenario where half of the CIP is debt-funded,
5 that would be interesting to her. She also asked if the existing debt would be
6 rolled into the new issuance. Mr. Lunsford replied that Davenport will speak
7 to that a little bit more, but the debt the ACSA currently has with the VRA is
8 not fully redeemable. He stated that the interest rate on that loan is very
9 attractive and may be lower than what they are able to obtain with the new
10 issuance.

11 Mr. Lunsford stated that the graphic on the next slide shows how they
12 have tried to spread rate increases smoothly over time. He noted that the
13 blue bars represent a single-family customer, and the green bar represents
14 the increases to the ACSA from the RWSA for that same year.

15 Mr. Lunsford moved to the next slide, which illustrated where
16 revenues are collected, debt proceeds in the current budget, and how the
17 ACSA uses reserves. He stated that they expect to collect almost \$50 million
18 for water and sewer charges this year. He mentioned that debt proceeds are
19 the next largest component of this budget, followed by system connection
20 charges. He mentioned that they do include \$3.6 million of reserves to offset
21 RWSA's growth-related debt service in the FY 2027 budget, and the
22 expectation is that other revenues will be slightly lower than in prior years.

23 Mr. Lunsford stated that the next slide shows budgeted expenses
24 and capital costs. He stated that the big, blue box includes both growth and
25 non-growth debt service from RWSA, as well as water and wastewater
26 treatment. He stated that the green box to the right of that represents the
27 ACSA's CIP, followed by each of the departments next to that. He noted that
28 the blue and green boxes are the main drivers of the ACSA's budget.

29 Mr. Lunsford stated that he wanted to show costs over time from
30 RWSA on the next slide. He stated that the graph shows the last 25 years of
31 charges from RWSA to the ACSA, as well as projections from FY 2027 to

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1 FY 2031. He noted that costs have increased significantly, and are related
2 to initiatives important to the community, such as the community water
3 supply plan, urban water treatment and reservoir upgrades, finished water
4 transmission projects, and many sewer projects. He mentioned that all of
5 those projects come with costs, and customers have to be able to pay for
6 those costs.

7 Mr. Lunsford stated that, as seen in the rate study previously, the
8 next slide is a chart showing the proposed water and sewer rates for FY
9 2027. He stated that the service charge is increasing 17%, volume charges
10 on the water side are increasing by 17%, and sewer charges are increasing
11 by 3%.

12 He stated that a proposal to increase the system connection charges is
13 included in the proposed budget as well. He stated that the Board is being
14 asked to approve a 10% increase per ERC, from \$15,000 to \$16,500. He
15 noted again that this will pay for growth and capacity-related capital projects.

16 Mr. Lunsford stated that the ACSA is seeing an 18% increase in
17 charges for water and debt service from RWSA, which equates to about \$4.1
18 million. He stated that the ACSA is also seeing a little over a 10% increase
19 in sewer charges, or about \$1.6 million. He noted that the ACSA's total
20 departmental budget is also seeing an increase of 8.2%, or \$1.3 million. He
21 stated that the increase can be attributed to the performance pool and cola
22 adjustments. He stated that when this budget was created, the CPIU was
23 showing about 2.8% for cola. He stated, however, that for April it is 3.8%. He
24 stated that the 3% performance pool is something they have done in the
25 past, as it is critical to retain the ACSA's skilled, talented, and dedicated
26 workforce.

27 Mr. Parcels asked if there would be a cola adjustment before the
28 June meeting, when they finalize the budget to begin July 1st. Mr. Lunsford
29 replied that if there is direction from the Board to show that, they are happy
30 to do so. Ms. Palmer asked what the average increase for employees is
31 under this proposal. Mr. Lunsford replied that the average would be 5.5%.

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1 Mr. Roberts pointed out that he serves on another Board, and the
2 employees, who are Albemarle County police officers, will be receiving 7%.
3 He stated that he knows they are the lowest paid in Central Virginia, and
4 Green and Louisa counties pay about \$10,000-\$12,000 more per year. Mr.
5 Parcels asked how, or when, the staff would inform the Board of the need
6 to raise the cola for the fiscal year beginning July 1st. Mr. Lunsford asked for
7 time to speak with Ms. Roach and stated that if the Board is interested in
8 pursuing that, they are happy to do so.

9 Mr. Roberts stated that the budget has been advertised and asked if
10 they are now able to increase a particular line item. Ms. Palmer stated that
11 she thinks you can increase a line item, but not the overall budget, but that
12 would be a legal question. Ms. Palmer asked if it would be possible to give
13 hiring bonuses as an incentive for some of the vacancies. Ms. Roach replied
14 that it is possible, but it is a catch-22. She stated that if they do not give
15 bonuses to their current staff, they would be incentivizing people who have
16 not shown their dedication and loyalty to the ACSA. Ms. Palmer stated that
17 she remembers either the police department or the fire department used that
18 incentive a few years ago. Ms. Roach replied that it was very popular during
19 COVID.

20 Mr. Lunsford stated that he wanted to specifically mention that they
21 are proposing three new positions in this budget. He stated that Mr. Morrison
22 will speak to two of the three when he presents his departmental budget. He
23 stated that he would speak to the third position, Information Technology
24 Supervisor, in Ms. Walker's absence when he presents the IT departmental
25 budget.

26 Mr. Lunsford moved to the next slide, highlighting the use of reserves
27 and debt proceeds. He stated that the FY 2027 proposes using \$3.6 million
28 in growth reserves to offset RWSA debt service for growth-related projects,
29 which helps mitigate the rate increase the ACSA would need to see in
30 addition to increases on the connection charge side. He mentioned that the

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1 debt proceeds also help to spread costs over time, which helps to smooth
2 rate increases over time.

3 Mr. Lunsford stated that the graphic on the next slide illustrates
4 current monthly bills and proposed FY 2027 monthly bills at different usage
5 levels for single-family, multi-family, and commercial customers. He stated
6 that the total increases range from 9.4% to 10.9%, based on meter size and
7 consumption level. He noted that the average single-family customer will see
8 about a \$7.00 increase in their monthly bill.

9 Mr. Lunsford moved to the next slide showing a graphic representing
10 the value of water. He stated that one penny does purchase 1.3 gallons of
11 water, which they think is an incredible value. He stated that the quality of
12 the water is very good, and the projects they have completed ensure that the
13 ACSA provides the highest quality water to the community.

14 Mr. Lunsford stated that the next slide was a graphic from the rate
15 study that shows the ACSA's current charge to a single-family customer
16 using 3,000 gallons. He stated that with the proposed increase in FY 2027,
17 the bill increases from \$70.23 to \$76.78. He mentioned that the ACSA
18 compares well to other utilities and localities in the area. He stated that at
19 the time the graphic was done, they did not have the City of Charlottesville's
20 proposed increase, but their water and sewer charges are going to increase
21 about 13% in FY 2027.

22 Mr. Lunsford stated that the graphic on the next slide illustrates how
23 RWSA is the driver for the ACSA's operating expenses. He stated that the
24 chart also shows the operating costs for each of the ACSA's departments.
25 He stated that he would now have the rest of the Lead Team assist in
26 presenting their respective departmental budget initiatives.

27 Ms. Roach came forward to present key initiatives for the
28 Administration department. She stated that they would be working with the
29 Virginia Department of Labor and Industry for the Virginia Challenge
30 Program. She stated that they will be working with them to review the
31 ACSA's safety program, as well as its education and training program. She

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1 stated that they are working with a consultant on two different development
2 training programs, the first being for emerging leaders. She stated that this
3 aligns with the ACSA's Succession Plan in ensuring that the workforce is
4 ready to compete when vacancies occur. She stated that the second would
5 be the continuation of the ACSA's quarterly leadership development with
6 current supervisors.

7 Ms. Roach stated that they would continue working with community
8 partners on various programs, such as the Rivanna Riverfest and the Fix-a-
9 Leak contest, to ensure the community is aware of the value and quality of
10 the water. She stated that they also continue to work with those partners to
11 promote water conservation.

12 Ms. Roach mentioned that they would continue to provide training
13 and professional development opportunities outside of the ACSA, such as
14 classes through CATEC and PVCC. She noted that they did onboard a new
15 safety supervisor recently, who has become certified to perform a lot of the
16 safety training in-house. She stated that they would continue supporting the
17 Board of Directors in policy making, as well as working to enhance the
18 customer experience.

19 Ms. McKeel asked if Ms. Roach could introduce herself for members
20 of the public who are listening and may not know who she is. Ms. Roach
21 stated that she is the Director of Human Resources and Administration at
22 the ACSA.

23 Mr. Parcels stated that he is concerned about the workers'
24 compensation figure, which is higher in the past year than in previous years.
25 He stated that enhancing safety is important, so they do not have issues with
26 employees. Ms. Roach noted that the figure for incidents does not
27 necessarily mean lost time. She stated that it could have been something
28 like an employee being exposed to poison ivy. She stated that the data
29 encompasses everything and is rather broad.

30 Ms. Roach moved to the next slide to highlight the Finance
31 department. She stated that they are working on continuing education and

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1 training for AMI, ERP, and CMMS. She stated that the large project they are
2 working on is the new CIS system. She stated that this project will
3 encompass the entire organization, but currently it primarily involves
4 accounting, customer service, and meter reading, as they are providing lots
5 of data. She noted that they hope to go live with the new system in May
6 2027.

7 Mr. Lynn stated that his name is Jeremy Lynn and his role at the
8 ACSA is the Director of Engineering. He stated that he would be discussing
9 the engineering department's key initiatives that make up the departmental
10 budget for FY 2027. He stated that many of the initiatives are directly related
11 to the ACSA's CIP program. He noted that the first two items focus on their
12 systematic approach to replacing aging and undersized water mains. He
13 stated that this year they have the Townwood project, Scottsville Phase 4,
14 and they hope to get into the Northfields project.

15 Mr. Parcels stated that one of the leaks that occurred at State Farm
16 was on a PVC water main. He asked if that was in the plans to be replaced.
17 Mr. Lynn replied that most of the PVC water mains have been put in the
18 category to be replaced. He noted that many of the pre-1990 PVC water
19 mains are on the list to be replaced over time.

20 Mr. Lynn stated that the third item on the slide speaks to increasing
21 wastewater capacity to handle continued growth. He stated that they have
22 the Airport Trunk sewer project, as well as the Buckingham and Bellair sewer
23 projects. He mentioned that there is a lot of work going on, organization-
24 wide, for the CIS project, as they prepare to move from Billmaster to
25 SpryPoint. He stated that they have some recommended improvements to
26 the ACSA's pump stations and the completion of the Avon Operations
27 Center, which should wrap up at the end of this calendar year. He noted that
28 they have the ArcFlash Hazard Assessment Updates and had a call with the
29 consultant this morning to begin working on the scoping of that project. He
30 stated that the Board has also approved a fourth utility locator, so they will
31 need to purchase a vehicle for that employee. He noted that they have also

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1 been borrowing locating equipment from the maintenance department, so
2 they will need to purchase new equipment as well. He added that there is
3 also the scheduled replacement of some aging pressure monitoring
4 equipment for fire flow testing.

5 Mr. Lunsford came forward to present the IT department's key
6 initiatives for the FY 2027 budget year. He noted that Ms. Walker and a team
7 member are attending an in-person regional cybersecurity tabletop exercise
8 with the Office of Drinking Water. He stated that, in addition to the content
9 that will be shared, many other local partners are in attendance. He stated
10 that the opportunity to network and build relationships is really important.

11 Mr. Lunsford stated that the IT department plays both a leading and
12 supporting role in almost every aspect of the ACSA, be it the Avon
13 Operations Center, the CIS project, the Risk and Resiliency Assessment, or
14 the cybersecurity and facility networking that they shoulder. He stated that
15 this budget supports the continued strengthening of vast security monitoring
16 and enhancements to the current IT infrastructure. He noted that within this
17 budget, is a request for a new IT position, titled Information Technology
18 Supervisor. He stated that this position will report directly to Ms. Walker. He
19 stated that this position will help to normalize the IT department, related to
20 other departments in the ACSA, in that there are supervisors reporting to a
21 director. He mentioned that currently Ms. Walker has six direct reports, which
22 can be difficult to manage. He added that this new position will supervise the
23 systems analyst, the systems engineer, the ISO systems engineer, and the
24 IT technician. He noted that the IT department has grown, from a percentage
25 perspective, more than any other department in the organization over the
26 last decade and a half.

27 Ms. Palmer asked if Mr. Lunsford could say a few words about
28 whether the growth in the department has saved the organization money or
29 how it has helped the ACSA. Mr. Lunsford replied that there are quantitative
30 and qualitative aspects to what the IT group does. He stated that they have
31 certainly enhanced our ability to prevent a potential security breach or attack,

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1 but it is impossible to quantify that with a dollar amount. He mentioned that
2 the data that this team helps all other departments gather is critical as they
3 begin entering the next phase of the organization's existence. He stated, for
4 example, the ability to evaluate pipe condition on other data besides age and
5 material that is being compiled in the CMMS, which definitely has a
6 quantitative benefit.

7 Ms. Swanson stated that she assumes, with the growth of IT and the
8 migration to the cloud, that there will end up being an AI way to interface on
9 some level to get pertinent information to perform different job tasks. She
10 asked if this is what is envisioned. Mr. Lunsford replied that at this point, they
11 do not know what they do not know related to AI and its capabilities. He
12 stated that there is an absolute opportunity in the future, but there would be
13 a considerable analysis and vetting of needs and what is capable with the
14 current setup.

15 Mr. Alex Morrison, Director of Operations, came forward to discuss
16 key initiatives in FY 2027 for the maintenance department. He stated that for
17 FY 2027, their initiatives focus on preparing the department for continued
18 system and organizational growth. He stated that the ACSA now maintains
19 more than 380 miles of water mains, 320 miles of sewer mains, 18 pump
20 stations, 7 water storage tanks, and more than 23,300 connections to the
21 water system serving a population of over 91,000. He stated that as the
22 system grows, the ACSA's operational capacity must grow with it to maintain
23 reliable service.

24 Mr. Morrison stated that they continue to expand preventative and
25 predictive maintenance programs through coordination with GIS, CMMS,
26 and engineering. He mentioned that these efforts help to reduce failures,
27 improve planning, and support long-term asset management. He noted that
28 one of the proposed new positions is a pipeline condition technician. He
29 stated that this position will support a condition-based assessment program
30 for pressurized pipe infrastructure. He mentioned that historically, CIP
31 prioritization has relied on age, material, break history, and GIS data. He

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1 stated that this program and position will add real-world condition data to
2 better prioritize rehabilitation and replacement projects. He added that
3 bringing these capabilities in-house is more cost-effective than relying on
4 third-party contractors for these assessments.

5 Mr. Morrison stated that another proposed new position is a
6 mechanic assistant. He stated that last year's equipment and inventory
7 technician position has already improved repair and response time, and
8 equipment readiness. He mentioned that the maintenance department
9 currently supports 54 fleet vehicles, 5 CDL vehicles, 16 tote assets, 35 other
10 equipment assets, and 19 permanent generators. He stated that adding
11 support staff will increase efficiency, improve turnaround times, and allow
12 the expansion of the inventory management responsibilities.

13 Mr. Morrison stated that the Avon Operations Center remains under
14 construction and represents a major and long-term operational resource for
15 the ACSA as a whole. He stated that in FY 2027, efforts will focus on
16 resource planning and how the facility will best support both maintenance for
17 operations and the organization as a whole. He mentioned that the facility
18 will expand operational capabilities, improve continuity of operations, and
19 provide additional organizational redundancy. He noted that the property
20 was acquired in 1987, and development today, nearly four decades later,
21 reflects the continued growth of the utility and operational needs of the
22 ACSA.

23 Mr. Morrison stated that succession planning and workforce
24 development remain critical priorities in the maintenance department for FY
25 2027. He stated that currently, 66% of the maintenance staff have less than
26 10 years of service, and 20% have more than 20 years of service. He stated
27 that continued investment in leadership, safety, and technical training
28 prepares employees for advancement and critical operational roles. He
29 added that, finally, maintenance will continue to coordinate with the
30 engineering department on converting the remaining exclusion meters in the
31 system.

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1 Mr. Parcels asked if Mr. Morrison foresees a time when the Avon
2 Operations Center will be built out or occupied. Mr. Morrison replied that he
3 believes there will be a time when it is fully built out and occupied. He stated
4 that currently, they are working on plans to see what the first phase of
5 occupying the building will look like. He mentioned that there will be some
6 staff that will be based out of the Avon Operations Center, such as the
7 mechanic group, as the facility is geared towards those activities. He stated
8 that he thinks they will see other departments utilize the facility as well.

9 Mr. Parcels stated that he is curious in terms of the future need for
10 acquiring another site, having lost the Crozet storage area. He stated that in
11 a sense, they have added an extra dimension of travel time and are utilizing
12 vehicles for a longer time to get out to that area. He asked if they foresee a
13 need to establish a satellite facility back in Crozet. Mr. Morrison replied that
14 they would need to discuss that internally to see if there is a possibility or
15 need for a facility in Crozet. He stated that they would need to allow RWSA
16 to get through their projects at the filter plant, to see if there is any capability
17 of utilizing the footprint there.

18 Mr. Parcels asked when they foresee moving into the Avon
19 Operations Center. Mr. Morrison replied that it will be completed near the
20 end of this calendar year. He stated that the IT department is continuing work
21 to deploy the data security infrastructure. He stated that he imagines they
22 would begin partially occupying the space in the first quarter of 2027 or at
23 least having activities occurring out of the facility. Mr. Parcels asked if there
24 would be an open house. Mr. Morrison replied that they are discussing that
25 to see what it would look like.

26 Mr. Lunsford stated that the next slide lists some of the planned
27 capital equipment purchases for FY 2027. He mentioned that some of the
28 purchases are for new equipment, and some are for planned replacements
29 for assets reaching the end of their useful life. He stated that Mr. Lynn
30 mentioned the purchase of a vehicle for the new utility locator. He mentioned
31 that there are some additional vehicles and flagging equipment needed for

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1 the maintenance department. He stated that on the IT side, there are
2 purchases needed for the regular upkeep of the ACSA's servers and GPS
3 units. He noted that the new equipment totals about \$511,000, and the
4 planned capital equipment replacement is about \$1.2 million for FY 2027.

5 Ms. Swanson asked if it is true that Ford is going to stop making the
6 Lightning vehicles, and what that will mean for the two that the ACSA has.
7 Mr. Morrison replied that moving forward, they will have to evaluate other
8 electric vehicles. He stated that he believes Ford will have other pickup truck
9 models that are electric. Mr. Lynn replied that he did hear that the Lightning
10 was going to be discontinued, but he does not know what the other options
11 will be. He stated that they will continue to evaluate that as vehicle
12 replacement needs are identified. He noted that the van they have is in the
13 IT department, and the two lightning vehicles are in the engineering
14 department.

15 Mr. Lunsford stated that he will not belabor the CIP program, as Mr.
16 Lynn presented it in detail last month. He stated that the FY 2027 budget
17 includes \$4 million for water projects, \$14 million for wastewater projects,
18 and \$930,000 for non-utility/facility projects. He noted that on the water side,
19 the Northfield Water Main Replacement project, Ragged Mountain Water
20 Main Replacement, and the Scottsville Phase 4 Water Main Replacement
21 make up the bulk of the \$4 million. He stated that on the sewer side, the
22 Airport Trunk Sewer project, the Buckingham Circle project, and the Bellair-
23 Liberty Hills project make up the bulk of the cost. He mentioned that, related
24 to non-utility projects, there is about \$600,000 of the budget related to the
25 CIS project.

26 Mr. Lunsford stated that in terms of budget next steps, a mailer has
27 been or is in the process of being sent to all of the ACSA customers that
28 illustrates the proposed rates that were shared today. He mentioned that
29 there is a public hearing for the FY 2027 budget and rates scheduled for the
30 June Board meeting. He stated that they will also be presenting some
31 revisions to the ACSA's Rules and Regulations. He stated that some of the

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1 revisions reflect the changes in the rates, but there is also some clean-up of
2 the language as well. He noted that, specifically, there will be some changes
3 to the Carwash Certification Program to encourage participation moving
4 forward. He noted that there will also be some Personnel Management Plan
5 (PMP) changes that will be shared as well. He stated that they will also be
6 requesting the Board to adopt the proposed FY 2027 budget and rates.

7 Mr. Lunsford stated that he would like to sincerely thank the ACSA
8 Lead Team members who had input in the FY 2027 budget creation, as well
9 as the accounting team that helped to compile the information in the
10 document.

11 Mr. Parcels stated that he noticed that every department really
12 bumped up their office supplies. He stated that they are small numbers in
13 the grand scheme of things, but many of them were over 150% more. He
14 stated that he was curious as to why, especially when the office supplies are
15 projected to be less than the budgeted amount for FY 2026. Mr. Lunsford
16 replied that, being a smaller line item, he did not readily know, but they could
17 certainly follow up with the Board on that.

18
19 8. **Plan of Finance and Financing Schedule Presentation**

20 Mr. Lunsford stated that they have two representatives from
21 Davenport & Co. today, Courtney Rogers and Stephen Geisz. He stated that
22 they have prepared a presentation (Attached as Pages_____) to help
23 explain the process of the debt issuance and what it entails.

24 Mr. Rogers stated that the Board may remember that they came to
25 present last summer and give a financial overview. He stated that since that
26 time, NewGen came in and performed the rate study which lead to the
27 previous presentation on the budget. He stated that today they will discuss
28 the issuance of debt in the amount of \$20 million to help support the ACSA's
29 capital plan. He stated that he would discuss the interest rate market, the
30 process and the best way to procure the money, credit ratings, and finally
31 summary on the impact on the ACSA's cash flows.

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1 Mr. Rogers stated that in terms of the interest market, he would begin
2 with a chart showing tax-exempt interest rates over the last 20-25 years. He
3 stated that they have generally been downward sloping up until just prior to
4 COVID. He stated that after COVID, interest rates came up. He stated that
5 the rates have basically come back up to where they were around 2012-
6 2017, which were still good rates. He noted that on the right side of the slide,
7 the chart shows what has been going on since January 2024. He added that
8 rates were pretty flat but then started to inch upwards as the economy began
9 to recover in late 2024.

10 Mr. Rogers stated that he wanted to give the Board a sense of the
11 tax-exempt interest rate yield curve over the last 30 years with the next slide.
12 He stated that the graph shows interest rates from year one to year thirty.
13 He noted that two years ago, there was an inverted yield curve meaning
14 rates on the front end were higher in some places than the long end. He
15 stated that the rates from year one through five were actually higher than
16 years ten through twelve. He added that the Fed really impacted the first five
17 years of the yield curve. He noted that as the Fed lowered rates, the front
18 part of the curve came down. He stated that the blue line represents a year
19 ago and the purple line shows where we are now.

20 Mr. Rogers state that the next slide gives the Board a sense of some
21 recent governmental bond sales. He stated that they recently sold for the
22 City of Lynchburg on April 21, 2026, as well as the County of Albemarle on
23 April 22, 2026. He noted that the City of Lynchburg has a 3.85% rate, which
24 is a bit higher than the County even though they have similar ratings because
25 Lynchburg borrowed on the long end at 30 years. He stated that if you are
26 looking at just 20 years, the County's rate was at 3.62%. He noted that since
27 the end of April, rates have gone up almost 15 basis points. He added that
28 the County is actually rated AAA, but the bonds were sold as appropriation
29 bonds which are one notch off and why it shows the Aa1/AA+ rating.

30 Mr. Rogers stated that the next slide shows some of the recent water
31 and sewer bond sales. He mentioned that they do not see as many water

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1 and sewer credits around the state, so he included one that he worked on
2 for the City of Winder, Georgia. He noted that are similar to the ACSA in size
3 and are rated at Aa3/AA-. He stated that they are slightly different in that
4 they do operate a water treatment plant. He noted that their rate was 4.20%,
5 but interest rates have gone up since then. He stated that it would now be in
6 the 4.40% range. He stated that the other example on the slide was Henrico
7 County, Virginia, and they are rated AAA across the Board. He mentioned
8 that their rate was right at 4%, but again, rates are up by about 25 basis
9 points, so it is now more in the 4.30% range.

10 Ms. McKeel asked what Richmond's rating is. Mr. Rogers stated that
11 they are AA rated with S&P and Finch, and AA1 with Moody's. He stated that
12 they had a negative outlook because their CIP was \$800 million in 2020 and
13 has increased to \$1.6 billion currently. He stated that they were concerned
14 that their coverage would not be as high. He mentioned that they did not get
15 any pushback from buyers, and they do not feel that it caused any issues
16 with pricing.

17 Mr. Parcels asked what pushback from buyers would look like. Mr.
18 Rogers replied that it would look like someone saying they are not willing to
19 buy, or they will buy but at more basis points.

20 Mr. Rogers moved to the next slide to discuss financing options. He
21 stated that the first option is public market issuance. He stated that this is
22 where they go out to the public and offer the bonds to the public
23 competitively. He stated that the second option of going to the public market
24 would be to use the Virginia Resources Authority (VRA) as an option. He
25 mentioned that they used the VRA for the ACSA when the current bond was
26 refinanced. He stated that the third option is slightly different and does not
27 involve going to the public market. He stated that this would be a direct bank
28 loan via RFP. He noted that this is how the ACSA's bond was done, which
29 was issued in the 2000s.

30 Mr. Rogers stated that the direct bank loan process is a little faster.
31 He stated that the public market issuance process takes a little longer and

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1 part of it requires putting together an official statement with detailed
2 information about the ACSA's service area, customers, rates, history of
3 financials, and other items. He noted that the VRA goes out to the market a
4 couple of times a year and has its own credit rating. He stated that in both
5 cases, the rates are locked in for the full 20 or 30 years. He stated, for
6 reference, that the bond that was issued in the early 2000s was issued for
7 20 years, as the administration did not want to go out for the full 30 years.
8 He stated that it could have been that the average life of the projects then
9 was shorter. He stated that one thing to note, which is highlighted in the
10 middle of the slide, is that the VRA has an administration fee, which is really
11 the difference between that option and the stand-alone option.

12 Mr. Rogers stated that when they did their analysis about a week
13 ago, the all-in interest rate for a public market stand-alone issuance was
14 about 4.38%. He stated that the VRA was at a 4.47%, which is slightly higher
15 due to their fee. He stated that the direct bank loan came back at around
16 5.08%. He stated that they found the public market issuance to be the best
17 option, with the VRA costing about \$500,000 over the life of 30 years, and
18 the direct bank loan would be around \$3.2 million.

19 Mr. Rogers stated that he wanted to speak to Ms. Swanson's
20 question about the banks and why they are not as competitive. He stated
21 that he had a client a few months back who reached out to their local bank
22 for a 20-year loan. He stated that the bank gave them an interest rate of
23 4.12%, but they were able to go to the public market and get a rate of less
24 than 3.70%. He mentioned that the reason the banks are not as competitive
25 these days is that it is about their cost of money. He stated that banks were
26 pretty competitive up until 2017 when the tax rate was cut, and they have
27 been less competitive since then.

28 Ms. Swanson stated that she does not understand why banks would
29 not want to make their money available for local projects. Mr. Rogers replied
30 that part of it is size, as smaller banks do not have \$20 million to loan to one
31 organization. He stated that they have been talking to banks out of state that

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1 she probably has not heard of. He mentioned that credit unions are not really
2 players in the tax-exempt world.

3 Ms. Palmer asked Mr. Rogers to remind her of how Davenport's
4 consultant fee works. Mr. Rogers stated that he does not remember the
5 exact contract, but sometimes it is based on size, and sometimes it is just a
6 flat fee. Mr. Rogers stated that bank loans require less work, so it is lower
7 for a bank loan. He stated that he believes the way their contract works is
8 that there is an additional fee for the credit rating. Ms. Palmer asked if those
9 fees are included in the prices on the slide. Mr. Rogers replied yes, they are
10 included.

11 Mr. Rogers stated that, as he mentioned earlier, they are very much
12 advocates for competitive sales. He stated that they will have to first go out
13 and get a bond rating. He mentioned that for larger entities like the County,
14 they would get three ratings, but for the ACSA, they will probably get two.
15 He noted that there are some buyers who require the entity to have two
16 ratings, or they will not buy. He stated that the bonds will be sold based on
17 whatever rating the ACSA gets. He stated that the credit rating agencies will
18 issue a rating for the ACSA as the issuer, but also for the bond issue itself.
19 He stated that, as he mentioned before, a public offering document will be
20 prepared that will include a lot of information about the ACSA, including
21 financial data, engineering reports, etc.

22 Ms. Swanson asked how much of the reporting will be ongoing once
23 the debt issuance is finalized. She noted that the ACSA does not currently
24 have a Director of Finance, so she wonders how they would manage the
25 reporting internally. Mr. Rogers replied that the credit rating agencies are
26 required to do surveillance as long as the bond is outstanding. He stated that
27 their surveillance consists of the ACSA sending in their annual audit
28 information. He noted that the audits need to be done on time, however,
29 because the credit rating agency will withdraw the rating.

30 Ms. McKeel asked Mr. Rogers to explain what the benefit would be
31 to the ACSA of having a rating. Mr. Rogers replied that the real benefit for

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1 the ACSA would be being able to borrow at the lowest cost. He stated that if
2 their analysis determined that the best way to issue the bond was to go
3 through the VRA or directly through the bank, they would not need the rating.
4 He mentioned, however, that their analysis shows they will save money by
5 going through the competitive public market.

6 Mr. Rogers stated that as they go through the process, the interest
7 rates get locked in on the day they complete the sale. He noted that as they
8 were planning, they added a cushion of 50 basis points to the analysis they
9 just did in case rates go up by the time they go to market.

10 Mr. Parcells asked Mr. Rogers about the slide, referring to a series
11 of bonds as opposed to one bond. Mr. Rogers replied that it is just a
12 nomenclature and really just refers to the year. He mentioned that
13 sometimes bonds are split up for various reasons, such as one being taxable
14 and one being tax-exempt.

15 Mr. Rogers stated that when doing any revenue bond, they do what
16 is called a master indenture. He stated that the bond will be issued pursuant
17 to a master indenture, and they will work with counsel to see if there are any
18 edits or tweaks that need to be made to it. He added that the master
19 indenture protects any original investors of the bond that the ACSA currently
20 has. Ms. McKeel asked if there was any advantage to paying off that current
21 debt. Mr. Rogers stated that the original bond is noncallable because the
22 ACSA refinanced it with only ten years left. He mentioned that the ACSA
23 could put money into escrow to pay the bond off legally, and it would no
24 longer be on the books from an auditing standpoint. He noted that this
25 usually happens with older indentures, but the ACSA's indenture is not that
26 old.

27 Mr. Rogers stated that, in terms of a timeline, generally it will take
28 about 45-60 days to work through a public sale. He stated that they have the
29 bond documents to work on, as well as the credit presentation. He stated
30 that the Board is being presented with the plan of finance today, and the
31 bond counsel has already started work on some of the documents. He stated

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1 that later, they will set up meetings with the credit rating agencies, Moody's,
2 and S&P. He mentioned that they will get the ratings back about a week
3 later, and a week out from that, they will have the actual bond sale and lock
4 in the rates. He stated that about two weeks after that, documents will be
5 finalized and the money will change accounts.

6 Mr. Rogers stated that, as he mentioned earlier, a credit rating is
7 important because it allows the ACSA to get the lowest interest rate. He
8 stated that credit spreads are compressed right now because things are
9 going well economically. He stated that during the credit crisis of 2008-2009,
10 AAA ratings got the lowest rate, but the spread was wide between each
11 category from there. He mentioned, however, that for most of his career, the
12 spreads have been fairly narrow.

13 Mr. Rogers stated that credit rating agencies generally look at four
14 key areas. He stated that the first is system characteristics, such as how big
15 the organization is and the age and condition of the infrastructure. He
16 mentioned that the second thing they will look at is the ACSA's financial
17 strength. He stated that they want to see what their numbers look like in
18 terms of budget versus actual. He stated that this speaks to the third area,
19 which is management. He mentioned that they will look to see if
20 management has done a good job managing the budgets. He stated that the
21 fourth key area is the actual legal provisions. He stated that the rate covenant
22 is one of the key things that leads to the bottom of the page, showing two
23 key financial metrics – debt service coverage and days cash on hand. He
24 stated that debt service coverage is essentially how much is left to pay debt
25 service after paying operational bills. He noted that in order to get a AAA
26 rating, the ACSA will need at least a debt service coverage of 2.0x. He stated
27 that days cash on hand means how many days the ACSA can operate if
28 there are no more revenues coming in.

29 Mr. Rogers moved to the next slide outlining current credit ratings.
30 He stated that the box represents where he thinks the ACSA will be rated,
31 which is a conservative projection. He stated that he does not think the ACSA

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1 will be at the A level. He stated that he believes the ACSA will get an AA
2 rating. He mentioned that last time he presented, he was asked if the ACSA
3 ever had a rating and he said no. He stated, however, that the ACSA did
4 have a rating in 1993 of A+ from S&P, and an AA from Moody's. He noted
5 that the AA rating from Moody's had no number associated with it, as their
6 ratings do now, so he will have to find out what that rating really meant.

7 Ms. Swanson asked if RWSA's rating impacts the ACSA. Mr. Rogers
8 replied that it might because the ACSA has to pay the charges passed on
9 from RWSA. Ms. Swanson asked if he knew what their rating is. Mr. Rogers
10 replied that he thinks they are AA but does not know if they are + or -. Mr.
11 Lunsford stated that he would find out.

12 Mr. Rogers stated that in terms of the ACSA's existing debt, the
13 outstanding principal is \$2.5 million, and there are basically five years left.
14 He stated that if they think they need to get rid of it, they can, but there will
15 not be any savings in doing so.

16 Mr. Rogers stated that the next slide shows the projected series 2026
17 debt service. He stated that it is an estimate with the plus 50 basis points
18 added to provide a cushion. He stated that about \$1.3 million is what they
19 are currently seeing for \$20 million, over 30 years.

20 Mr. Rogers stated that the next slide shows what it looks like if the
21 ACSA does not do anything with the \$2.5 million in existing debt. He stated
22 that the debt service will jump up to about \$1.85 million. He stated that it
23 flattens out in 2028-2031, unless they decide to do something different
24 structurally. He stated that, depending upon the need and timing of things,
25 the ACSA could potentially issue another bond in a few years.

26 Mr. Parcels asked if it would make sense to just increase this bond
27 issuance by \$10 million so they could, in a sense, push it down the road. Mr.
28 Rogers replied that the IRS says that the \$20 million is expected to be spent
29 in three years. He stated that interest rates are in a good place now, but no
30 one knows how they will be in the next three years.

Albemarle County Service Authority Board of Directors

1 Ms. Swanson stated that she went the opposite direction with her
2 question earlier about why the ACSA is looking at 2/3 of its CIP being debt
3 financed as opposed to 1/2 of it. Mr. Rogers replied that this segways into the
4 next slide showing the two key metrics rate agencies are looking at, which
5 are debt service coverage and days cash on hand. He stated that the current
6 indenture has a coverage of 1.2x, which is what the ACSA's current policy
7 says. He stated that one of the things they discussed last summer was
8 putting a policy in place as more of a target. He stated that they suggested
9 1.3x, and NewGen built their model around that, and 270 days cash on hand.
10 He noted that between the two graphs, coverage is going up, which means
11 there is more cash to use on the CIP. He noted, however, that the cash level
12 by 2031 is exactly at the target, which means there is no additional cash to
13 put into the CIP. He added that it is all about balance.

14 Mr. Rogers stated that in terms of the schedule and next steps,
15 Davenport will be working with bond counsel and ACSA staff for the next
16 couple of months to prepare the preliminary official statement and resolution.
17 He stated that they are shooting for the week of July 6 to hold credit rating
18 meetings and are looking to bring documents back to the Board at the July
19 16 meeting. He noted that they may have the ratings back at that time,
20 depending on how the dates work out. He mentioned that, at minimum, they
21 will have the bond resolution and documents, and the official statement will
22 be presented to the Board for approval. He added that they are looking to
23 conduct the bond sale of July 29 and closing by August 12th.

24 Mr. Parcels asked what effect the lack of a Director of Finance would
25 have on gathering all the data and the rating determination. Mr. Lunsford
26 replied that he believes the ACSA is in a position to provide all of the
27 information that bond counsel is requesting. He stated that, for the Board's
28 knowledge, they do have in-person interviews for the Director of Finance
29 position scheduled for the middle of June. He stated that this means there
30 very well could be someone in place to participate in some of the process.

Albemarle County Service Authority Board of Directors

1 Mr. Parcels stated that it also ties into the audit process. Mr.
2 Lunsford replied that Ms. Roach is working closely with the auditors and the
3 accounting team, and they are on track with that. He stated that a non-VRA
4 public issuance may be a bit different on the whole, but the compliance work
5 related to the VRA issuance consists of a twice-per-year touchpoint. He
6 stated that they send a letter when the Board adopts the budget and when
7 the audit is done.

8 Ms. Palmer stated that Mr. Rogers mentioned looking up RWSA's
9 credit rating. She stated that, as she remembers, it is AA+ and it is highly
10 based upon the fact that they only have two customers and their credit
11 ratings. She stated, however, that she has always been curious about how
12 they came up with their credit rating, given the substantial amount of debt
13 they carry. Mr. Rogers stated that he will work with his colleague to get a
14 better understanding of their rating.

15 Ms. Swanson stated that when RWSA had its catastrophic failure at
16 the pump station, they fortunately had insurance that covered a great deal
17 of the rebuild. She asked if the ACSA has that level of coverage on its assets
18 and if it plays into the credit ratings at all. Mr. Lunsford stated that he could
19 speak to the first part of her question. He stated that Ms. Roach manages
20 the ACSA's insurance program, and he is pretty confident that they have
21 similar coverage. Ms. Roach added that the ACSA has the same insurance
22 carrier as RWSA, but they use a third-party company to conduct appraisals
23 every three years, so it is very up-to-date. Mr. Rogers stated that in terms of
24 the second part of Ms. Swanson's question, they will look at the insurance
25 as well as cybersecurity.

26
27 9. Items Not on the Agenda

28 Mr. Armstrong asked if it was possible to get a quick report on water
29 levels. He stated that he also saw that it looks like the federal government
30 will probably drop the ban on PFAS in water systems, and how that impacts
31 the ACSA. Mr. Lunsford replied that as of this morning, our region is in a

Albemarle County Service Authority Board of Directors

1 warning stage overall, an emergency stage for groundwater and
2 precipitation, and the reservoirs are normal. He noted that South Rivanna
3 is 100% full as of this morning, and Ragged Mountain has decreased some.
4 He mentioned that the transfer to Sugar Hollow from Ragged Mountain
5 stopped in April. He added that as of right now, the water system is in good
6 shape. He stated that RWSA ran their OASIS model two weeks ago, and
7 the probability of changing to a different status was less than the threshold,
8 so they have not made a drought status change recommendation at this
9 time. Ms. McKeel added that she wanted to thank Ms. Palmer for telling her
10 about signing up to receive the reports from RWSA, as they have been very
11 helpful.

12 Mr. Lynn stated that the ACSA reports on PFAS in its annual water
13 quality report, and they have had one instance of detectable PFAS in the
14 raw water. He stated that with GAC, however, they are well protected on
15 the finished water side.

16 Mr. Lunsford stated that he wanted to thank Ms. McKeel for pointing
17 out an opportunity for the ACSA to participate in a chamber event in Chapel
18 Hill, North Carolina, next week. He stated that Mr. Lynn and Ms. Swanson
19 will be attending the event. He stated that Mr. Lynn has coordinated a
20 meeting with the Orange Water and Sewer Authority (OWASA) in that area
21 to ask more specific utility questions and share ideas.

22 Ms. Palmer stated that she had not seen this event and asked if Ms.
23 McKeel could say what it is. Ms. McKeel replied that the chamber is offering
24 a tour of Chapel Hill, and a mix of people from the community are going.
25 She stated that they will be looking at a lot of different things, but the ACSA
26 will be looking at what they are doing with water and sewer, as they are a
27 very similar community to ours. Mr. Lunsford added that Ms. Swanson was
28 able to find out that they are actually using the CIS system that the ACSA
29 is currently working to deploy.

30 Mr. Lunsford stated that the final item he wanted to mention is that
31 the ACSA will hold its annual employee appreciation picnic tomorrow at

Albemarle County Service Authority Board of Directors

1 noon. He stated that it will be at Pen Park, not Darden Towe as they have
2 done in the past years. He stated that the Board was welcome to join and
3 have lunch and/or play cornhole.

4 Ms. Palmer stated that she did have one quick announcement. She
5 stated that in RWSA's CIP, they have had the decommissioning of the
6 Camelot water treatment plant for many years. She stated that they are also
7 planning to remove the low-head dam that is there, but that has recently
8 been pushed to 2031. She stated that Mr. Lunsford has explained why that
9 is, as there have been some line breaks, and RWSA does not want to risk
10 doing it at this point in time. She mentioned that she volunteers with the
11 Rivanna Conservation Alliance (RCA), and there is supposed to be before
12 and after water quality monitoring when they take down the dam. She noted
13 that she was over there doing the monitoring with the RCA, and she was
14 struck by the amount of development and the fact that there is a playground
15 near there. She stated that she did give Ann Mallek a call, since it is her
16 district, and asked her to take a look because she was concerned about the
17 risks associated with the dam. She noted that since then, she has been
18 finding out more about these old dams. She stated that she is on the
19 Rivanna Master Naturalist education committee, and they have a program
20 next Thursday at 7 pm, at the Ivy Creek Natural Area. She mentioned that
21 Louise Finger from the Virginia Department of Natural Resources, who has
22 taken down 10 of these dams, will talk about the benefits and risks if anyone
23 is interested. She stated that some of the dams are privately owned and
24 some are municipally owned, so it is a mixed bag.

25 Ms. McKeel stated that a lot of the dams are on private
26 property, which Ms. Palmer just stated. She stated that she knows
27 Albemarle County has worked hard to reach out to private dam owners to
28 educate them on how to deal with them and the risks.

There being no further business, Mr. Parcells moved that the meeting be adjourned, seconded by Ms. Palmer. All members voted aye.

May 21, 2026
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ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Monthly Financial Reports STAFF CONTACT/PREPARER: Emily Roach, Interim Director of Finance; Quin Lunsford, Executive Director	AGENDA DATE: June 18, 2026 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 2026 compared to April 2025 increased 2.5%.
- RWSA's invoice of \$3,069,215 for the month of April was paid on May 8, 2026.
- Unearned water and sewer connection charges totaled \$2,056,315 at month end.
- System connection charge revenue is exceeding budgeted expectations with \$378,630 recognized in May.
- Water and Wastewater revenues for FY 2026 are above budgeted expectations by 0.8%. Please see the water/wastewater trend analysis included illustrating that when adjustment for expected variations in seasonal consumption is considered, revenues are 1.4% more than budgeted expectations.
- Investment update: LGIP's effective monthly yield stands at 3.8%, while PFM's yield to maturity at market is 4.1%, reflecting current market conditions and portfolio performance.
- Customer Information System (CIS) Update: The ACSA CIS project team continues to work closely with the vendor as we work toward the initial build of the system. Teams are expected to begin testing the first iteration of the system over the next two months.
- Staff are compiling information that will be used in conjunction with the proposed debt issuance. This includes both financial and operational information that will be necessary for the credit rating agencies to evaluate the Authority. We are working closely with Davenport and Company and Hunton Andrews Kurth LLP (bond counsel).

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

BUDGET IMPACT: Informational only.

RECOMMENDATIONS: None

BOARD ACTION REQUESTED: None; informational item only.

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, 2026

ASSETS

Cash and cash equivalents	\$ 7,214,035
Accounts receivable	6,467,747
Investments	37,513,716
Capital assets: (net of accumulated depreciation)	213,626,451
Inventory	662,245
Prepays	381,362
Cash and cash equivalents, restricted	<u>678,793</u>
Total assets	<u>266,544,349</u>

DEFERRED OUTFLOWS OF RESOURCES

Combined deferred outflows of resources	<u>2,217,085</u>

LIABILITIES

Accounts payable	3,855,746
Accrued liabilities	410,468
Compensated absences	2,035,404
Net pension liability	4,150,155
Other post-employment benefits	1,251,493
Unearned connection fees	2,056,315
Long-term debt	<u>3,129,413</u>
Total liabilities	<u>16,888,994</u>

DEFERRED INFLOWS OF RESOURCES

Combined deferred inflows of resources	<u>887,971</u>

NET POSITION

<u>250,984,469</u>

ALBEMARLE COUNTY SERVICE AUTHORITY
For the One Month Ending May 31, 2026

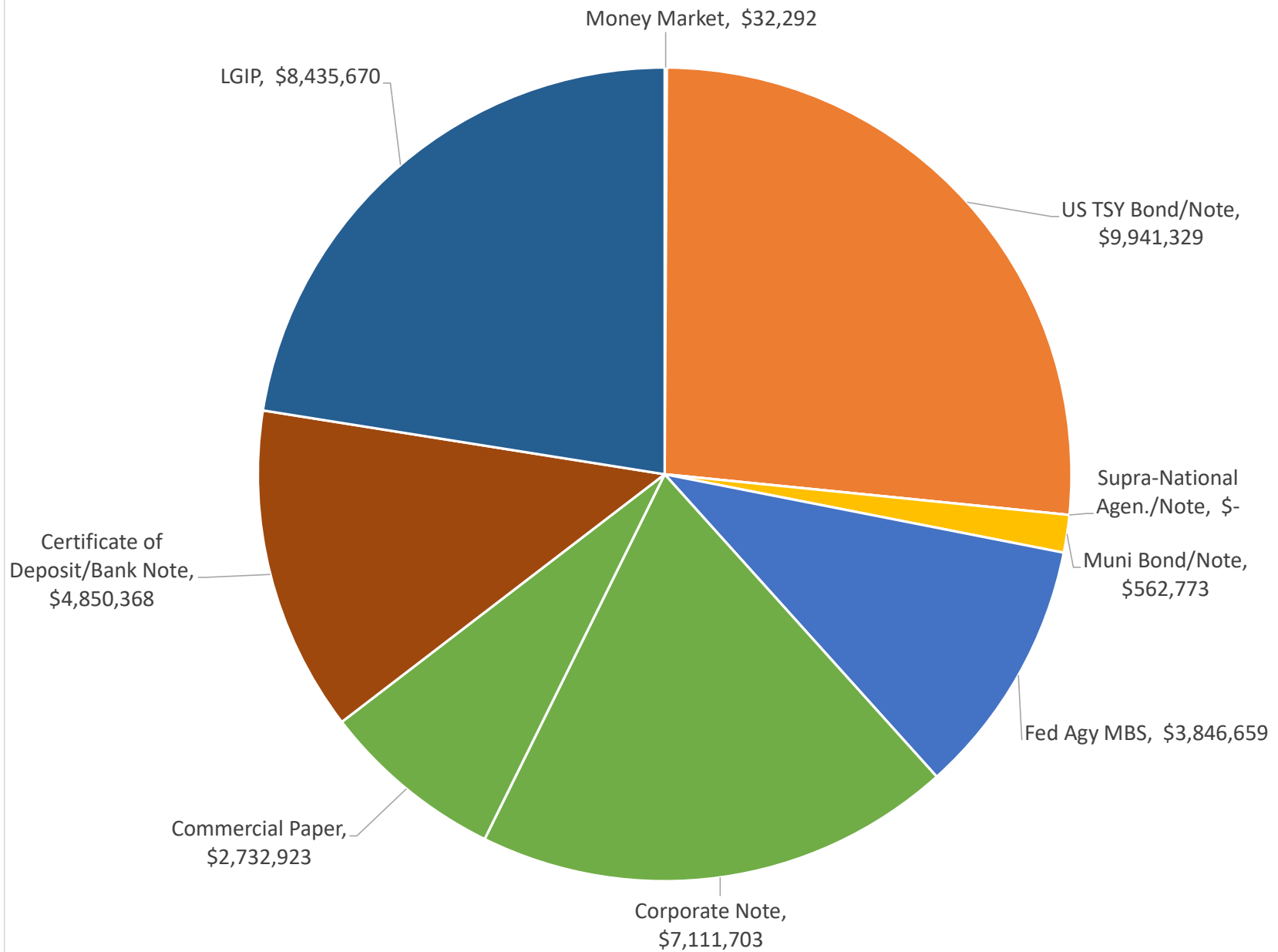
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	Budget FY 2026	Budget Year-to-Date 2026	May Actual Year-to-Date	Actual vs. Budget	Variance Percentage
Revenues					
Water Sales	25,260,000	23,155,000	23,201,032	46,032	0.20%
Sewer Service	19,600,000	17,966,667	18,252,396	285,729	1.59%
Total operating revenues	44,860,000	41,121,667	41,453,428	331,761	0.81% A
Operating Expenses					
Purchase of bulk water	(22,697,500)	(20,806,042)	(20,689,696)	116,346	(0.56%) B
Purchase of sewer treatment	(15,256,000)	(13,984,667)	(13,074,946)	909,721	(6.51%) B
Administration	(1,601,400)	(1,467,950)	(1,296,491)	171,459	(11.68%) C
Finance	(3,436,700)	(3,150,308)	(2,849,170)	301,138	(9.56%) C
Information Technology	(2,259,300)	(2,071,025)	(1,687,420)	383,605	(18.52%) C
Engineering	(2,823,000)	(2,587,750)	(2,363,113)	224,637	(8.68%) C
Maintenance	(5,639,900)	(5,169,908)	(4,311,810)	858,098	(16.60%) C
Total operating expenses	(53,713,800)	(49,237,650)	(46,272,646)	2,965,004	(6.02%)
Operating gain(loss)	(8,853,800)	(8,115,983)	(4,819,218)	3,296,765	(40.62%)
Nonoperating Revenues					
System connection charges	9,400,000	8,616,667	8,954,500	337,833	3.92% D
Investment/Interest Income	2,000,000	1,833,333	1,732,281	(101,052)	(5.51%) E
Rental income	16,000	14,667	17,777	3,110	21.21%
Miscellaneous revenues	726,000	665,500	850,908	185,408	27.86% F
Total nonoperating revenues (expenses)	12,142,000	11,130,167	11,555,466	425,299	3.82%
Nonoperating Expenses					
Miscellaneous expenses	(1,337,200)	(1,225,767)	(135,553)	1,090,214	(88.94%) G
Bond interest charges	(183,859)	(168,537)	(142,002)	26,535	(15.74%) H
Depreciation	-	-	(4,530,426)	(4,530,426)	0.00% I
Total nonoperating revenues (expenses)	(1,521,059)	(1,394,304)	(4,807,981)	(3,413,677)	244.83%
Capital contributions	-	-	6,718,342	6,718,342	
Change in Net Position	1,767,141	1,619,879	8,646,609	7,026,730	433.78%

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

- A.** Water and sewer revenues were more than budgeted amounts by 0.8%. 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 3.0%. 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. Departmental expenses will continue to be monitored throughout the fiscal year and are expected to align with the budget.
- D.** System connection charge revenue is higher than the budgeted amount. Connection charge revenue is 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 slightly behind 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

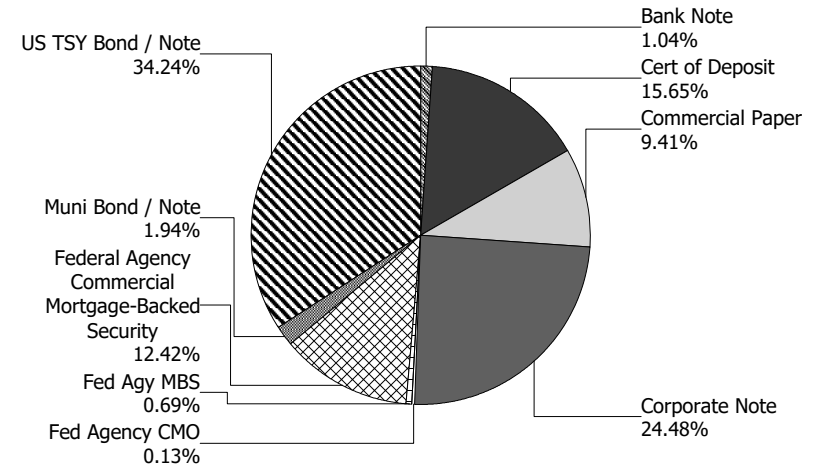
For the Month Ending **May 31, 2026**

ACSA OPERATING FUNDS - 03100100

Account Summary

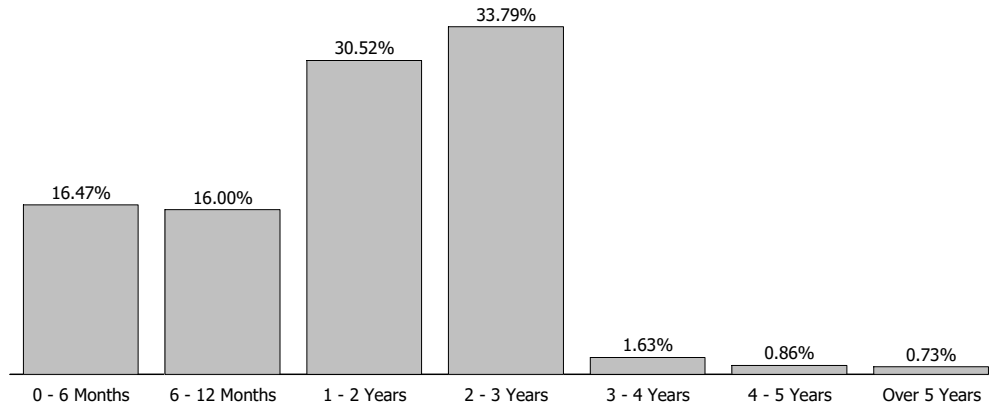
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	9,975,000.00	9,941,328.73	34.24
Municipal Bond / Note	560,000.00	562,772.98	1.94
Federal Agency Mortgage-Backed Security	207,542.98	200,244.23	0.69
Federal Agency Commercial Mortgage-Backed Security	3,644,828.26	3,608,146.83	12.42
Federal Agency Collateralized Mortgage Obligation	41,554.87	38,267.75	0.13
Corporate Note	7,135,000.00	7,111,702.93	24.48
Commercial Paper	2,775,000.00	2,732,923.08	9.41
Certificate of Deposit	4,550,000.00	4,547,092.36	15.65
Bank Note	300,000.00	303,275.40	1.04
Managed Account Sub-Total	29,188,926.10	29,045,754.29	100.00%
Accrued Interest		273,225.01	
Total Portfolio	29,188,926.10	29,318,979.30	

Sector Allocation



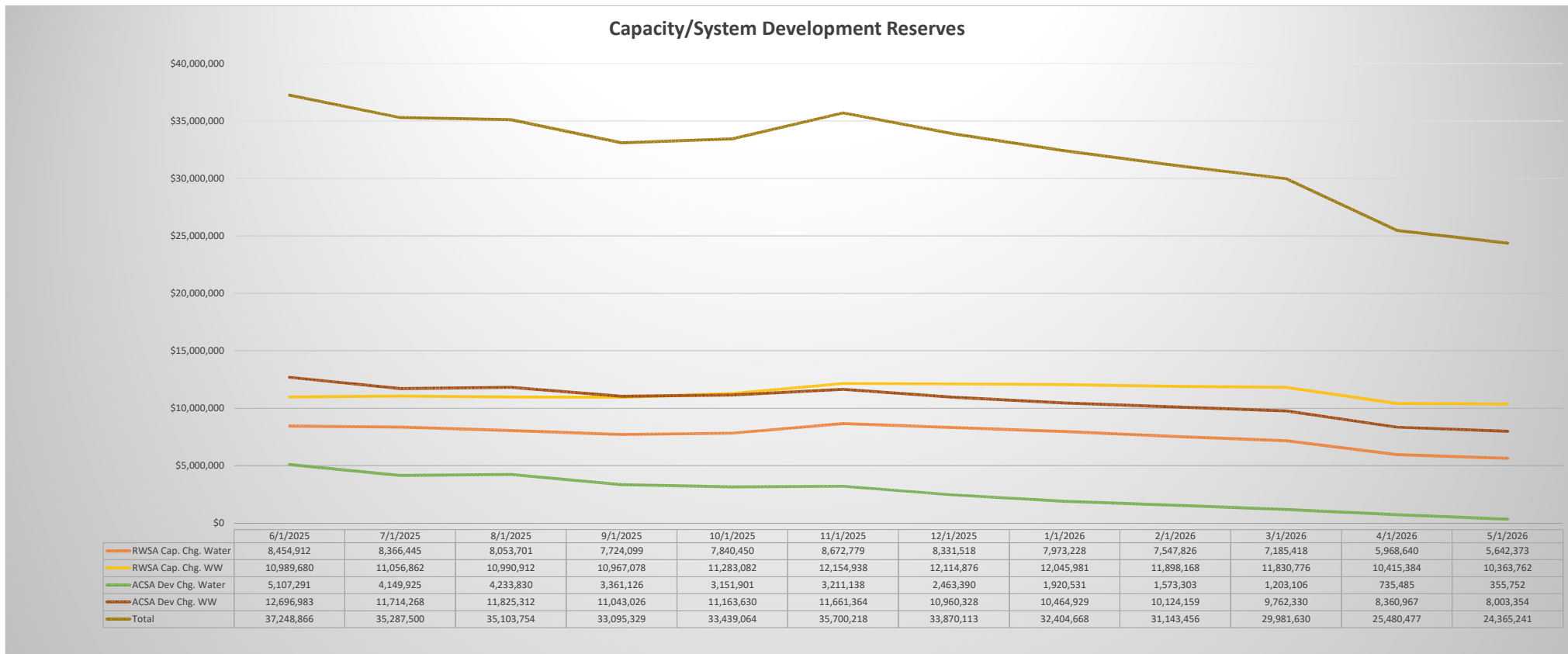
Unsettled Trades **300,000.00** **300,338.70**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	4.07%
Yield to Maturity at Market	4.05%
Weighted Average Days to Maturity	589



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 2026

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Area	April 2026 Monthly Connection Fees	April 2025 Monthly Connection Fees	\$ Change	% Change
Crozet	\$ 15,000	\$ 151,430	\$ (136,430)	-90%
Urban	486,940	619,590	(132,650)	-21%
Scottsville	-	-	-	-
Total Connection fees	\$ 501,940	\$ 771,020	\$ (269,080)	-35%
Through April				
Area	YTD FY 2026 Connection Fees	YTD FY 2025 Connection Fees	\$ Change	% Change
Crozet	\$ 1,381,810	\$ 1,363,720	\$ 18,090	1%
Urban	7,179,630	\$ 5,078,730	\$ 2,100,900	41%
Scottsville	14,430	-	14,430	-
Total Connection fees	\$ 8,575,870	\$ 6,442,450	\$ 2,133,420	33%

Area	April 2026 ERC's	April 2025 ERC's	Change	% Change
Crozet	1	11	(10)	-91%
Urban	33	43	(10)	-23%
Scottsville	-	-	-	-
Total ERC's	34	54	(20)	-37%
Through April				
Area	YTD FY 2026 ERC's	YTD FY 2025 ERC's	Change	% Change
Crozet	92	95	(3)	-3%
Urban	479	350	129	37%
Scottsville	1	-	1	-
Total ERC's - YTD	572	445	127	29%

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 2026**

Area	April 2026 ERC's	April 2025 ERC's	April 2024 ERC's
Crozet	1	11	6
Urban	33	43	28
Scottsville	-	-	-
Total ERC's	34	54	34

Through April			
Area	YTD 2026 ERC's	YTD 2025 ERC's	YTD 2024 ERC's
Crozet	92	95	158
Urban	479	350	330
Scottsville	1	-	-
Total ERC's - YTD	572	445	488

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, current YTD ERCs appear reasonable considering continued development within the ACSA's service area.

**Albemarle County Service Authority
Consumption Analysis
Fiscal Year 2026**

	FY 2026 Consumption	FY 2025 Consumption		Monthly Precipitation (In.)	
				FY 2026	FY 2025
July	161,008,092	178,898,841	-10.00%	6.90	2.97
August	169,360,775	167,569,158	1.07%	1.38	4.56
September	172,168,239	168,622,791	2.10%	2.48	11.90
October	163,268,117	154,505,280	5.67%	2.10	1.89
November	158,906,212	157,629,026	0.81%	0.67	1.41
December	143,404,511	142,576,100	0.58%	2.18	3.15
January	139,142,866	135,634,117	2.59%	2.63	6.58
February	141,527,610	140,077,622	1.04%	2.14	4.51
March	138,588,050	133,246,908	4.01%	2.17	0.89
April	144,679,586	141,119,829	2.52%	0.96	2.11
May		154,027,224			8.89
June		153,095,431			4.48
YTD	1,532,054,058	1,519,879,672	0.80%	23.61	39.97

Note: Consumption through April 2026 is 0.8% more than the same period in fiscal year 2025. 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>.

**Albemarle County Service Authority
Water and Sewer Charges from the RWSA
Fiscal Year 2026**

	FY 2026	FY 2025	Increase	
	RWSA Charges	RWSA Charges	(Decrease)	
July	\$ 3,189,024	\$ 2,622,835	\$ 566,189	21.59%
August	3,121,371	2,648,222	\$ 473,149	17.87%
September	3,106,969	2,718,386	\$ 388,583	14.29%
October	3,117,465	2,733,598	\$ 383,867	14.04%
November	2,995,760	2,540,444	\$ 455,316	17.92%
December	2,977,409	2,510,685	\$ 466,724	18.59%
January	3,005,162	2,576,967	\$ 428,195	16.62%
February	3,032,315	2,638,650	\$ 393,665	14.92%
March	3,064,958	2,569,796	\$ 495,162	19.27%
April	3,069,215	2,547,552	\$ 521,663	20.48%
May		2,665,003		
June		2,596,414		

YTD	\$ 30,679,648	\$ 26,107,135	\$ 4,572,513	17.51%

Note: The charges noted above from the RWSA include operating and debt service charges.



Water and Sewer Report

(Volumes in Gallons)

April 2026

Metered by Area:	Water	Sewer
Crozet	15,951,910	14,794,931
Scottsville	1,124,597	855,762
Urban	127,559,613	110,508,486
Red Hill	43,466	0
Total	144,679,586	126,159,179

Number of Installed Meters:	
Urban	23
Crozet	1
Scottsville	0
Total	24

Number of Septic-to-Sewer Connections:	
Urban	0
Crozet	0
Scottsville	0
Total	0

Wastewater Flows by Sewer Plant:	
Total Urban and Crozet	125,303,417
less Glenmore WRRF	(3,645,280)
Moore's Creek AWWRF	121,658,137
Scottsville WRRF	855,762
Total	122,513,899

Hydrant Meter Consumption (billed by invoice):	
Urban	711,200
Crozet	155,476
Scottsville	0
Total	866,676

Estimated Water Loss:	
No Leaks - April 2026	
Avon Park Tank Inspection-4/14	Urban 216,365
Mosby Mtn Tank Inspection-4/14	Urban 28,215
Glenmore Tank Inspection-4/15	Urban 315,995
Total	560,575

Billed Consumption for Selected Customers					
	Water	Sewer		Water	Sewer
Virginia Land Holding	162,349	162,349	Boar's Head Inn	463,553	348,381
Southwood Mobile Homes	990,650	1,570,000	Farmington Inc.	627,707	367,760
Turtle Creek Apartments	1,383,525	1,373,432	Westgate Apartments	1,152,302	1,150,514
Blue Ridge Crossing Owner LLC	1,049,479	1,049,479	PR Charger C'ville Holdings-		
Monroe Health & Rehab.	528,847	528,847	Cobalt Ridge Apartments	2,096,542	2,096,542
Sunrise Senior "Colonnades"	1,002,345	804,376	Four Seasons Apts and Condos	1,726,164	1,726,164
ACRJ	898,880	708,880	Ch'ville/Alb Airport	166,860	166,633
Westminster Canterbury	1,368,750	1,368,750	State Farm Insurance-Pantops	563,730	408,686
SEMF Charleston -			Hyatt Place at Stonefield	269,466	269,466
Commonwealth/Peyton Dr.	1,473,137	1,473,137	Doubletree by Hilton Hotel	686,162	686,162
Martha Jefferson Hospital	2,058,511	1,308,267	Arden Place Apartments	500,360	500,360
Crozet Mobile Home Village	207,432	207,432	Hilton Garden Inn	268,056	268,056
The Home Depot	0	0	The Blake at Charlottesville	262,204	262,204
County of Albemarle	2,006,525	1,326,388	The Lodge at Old Trail	222,301	222,301
University of Virginia	3,282,873	3,276,687	Gov't-Defense Complex	620,231	620,231
Wegmans	339,553	339,553	Harris Teeter Stores (2)	132,958	132,958

April 2026

WATER

Class Type	Number of Connections by Area			Total
	<u>Urban</u>	<u>Crozet</u>	<u>Scottsville</u>	
Single-Family Residential	16,756	4,210	196	21,162
Multi-Family Residential	603	56	3	662
Commercial (Offices)	202	12	5	219
Commercial (Other)	954	77	54	1,085
Industrial	41	12	4	57
Institutional	178	33	12	223
Total Water Connections	18,734	4,400	274	23,408
Plus Multiple Units	14,532	854	89	15,475
Total Water Units	33,266	5,254	363	38,883

SEWER

Class Type	Number of Connections by Area			Total
	<u>Urban</u>	<u>Crozet</u>	<u>Scottsville</u>	
Single-Family Residential	14,442	3,943	158	18,543
Multi-Family Residential	572	54	4	630
Commercial (Offices)	186	12	5	203
Commercial (Other)	743	51	46	840
Industrial	17	5	1	23
Institutional	140	26	10	176
Total Sewer Connections	16,100	4,091	224	20,415
Plus Multiple Units	14,107	850	56	15,013
Total Sewer Units	30,207	4,941	280	35,428

POPULATION SERVED

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

	<u>Urban</u>	<u>Crozet</u>	<u>Scottsville</u>	<u>Total</u>
Total Water Customers	78,220	12,660	713	91,593
Total Sewer Customers	71,373	11,983	535	83,891

**Albemarle County Service Authority
Major Customer Analysis
April 2026 and March 2026**

	April 2026		March 2026		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
State Farm	563,730	408,686	269,380	268,594	109.27%	52.16%
County of Albemarle	2,006,525	1,326,388	1,358,294	1,267,243	47.72%	4.67%
University of Virginia	3,282,873	3,276,687	2,435,959	2,430,378	34.77%	34.82%
Westmisnster Canterbury	1,368,750	1,368,750	1,133,590	1,133,590	20.74%	20.74%
Martha Jefferson Hospital	2,058,511	1,308,267	1,797,113	1,482,370	14.55%	-11.74%
ACRJ	898,880	708,880	902,160	852,160	-0.36%	-16.81%
Blue Ridge Crossing Owner LLC	1,049,479	1,049,479	1,062,642	1,062,642	-1.24%	-1.24%
PR Charger C'ville Holdings	2,096,542	2,096,542	2,140,428	2,140,428	-2.05%	-2.05%
SEMF Charleston	1,473,137	1,473,137	1,525,221	1,525,221	-3.41%	-3.41%
Westgate Apts.	1,152,302	1,150,514	1,212,404	1,212,241	-4.96%	-5.09%
Turtle Creek Apts.	1,383,525	1,373,432	1,487,466	1,477,804	-6.99%	-7.06%
Four Seasons Apts.	1,726,164	1,726,164	1,882,646	1,882,646	-8.31%	-8.31%
Southwood Mobile Homes	990,650	1,570,000	1,108,350	1,620,000	-10.62%	-3.09%

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 2026 and April 2025**

	April 2026		April 2025		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
University of Virginia	3,282,873	3,276,687	1,560,374	1,553,794	110.39%	110.88%
State Farm	563,730	408,686	279,870	183,776	101.43%	122.38%
County of Albemarle	2,006,525	1,326,388	1,492,435	1,089,863	34.45%	21.70%
ACRJ	898,880	708,880	812,480	763,480	10.63%	-7.15%
Westmisnster Canterbury	1,368,750	1,368,750	1,287,450	1,285,450	6.31%	6.48%
Martha Jefferson Hospital	2,058,511	1,308,267	1,982,520	1,455,318	3.83%	-10.10%
Westgate Apts.	1,152,302	1,150,514	1,210,461	1,209,522	-4.80%	-4.88%
SEMF Charleston	1,473,137	1,473,137	1,590,469	1,590,469	-7.38%	-7.38%
PR Charger C'ville Holdings	2,096,542	2,096,542	2,286,253	2,286,253	-8.30%	-8.30%
Blue Ridge Crossing Owner LLC	1,049,479	1,049,479	1,225,414	1,225,414	-14.36%	-14.36%
Four Seasons Apts.	1,726,164	1,726,164	2,172,568	2,172,568	-20.55%	-20.55%
Turtle Creek Apts.	1,383,525	1,373,432	1,885,603	1,881,163	-26.63%	-26.99%
Southwood Mobile Homes	990,650	1,570,000	1,900,720	2,000,000	-47.88%	-21.50%

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 2026		YTD FY 2025		Increase(Decrease)	Increase(Decrease)
	Water*	Sewer*	Water*	Sewer*	Water Consumption	Sewer Usage
University of Virginia	28,492,313	28,359,908	20,491,313	20,425,743	39.05%	38.84%
SEMF Charleston	16,464,551	16,464,551	14,466,398	14,466,398	13.81%	13.81%
Westmisnster Canterbury	15,986,350	15,164,350	14,349,870	13,727,870	11.40%	10.46%
PR Charger C'ville Holdings	23,111,367	23,111,367	20,988,933	20,988,933	10.11%	10.11%
Four Seasons Apts.	19,339,153	19,339,153	17,592,514	17,592,514	9.93%	9.93%
ACRJ	10,151,630	8,778,630	9,401,840	8,403,840	7.97%	4.46%
State Farm	3,781,590	2,674,779	3,548,650	2,572,306	6.56%	3.98%
County of Albemarle	18,152,829	10,953,938	17,191,858	10,469,119	5.59%	4.63%
Martha Jefferson Hospital	22,761,043	14,382,560	21,987,662	14,080,693	3.52%	2.14%
Westgate Apts.	11,830,459	11,822,904	11,913,878	11,905,339	-0.70%	-0.69%
Turtle Creek Apts.	14,145,976	13,952,970	16,364,245	16,316,668	-13.56%	-14.49%
Southwood Mobile Homes	14,154,110	16,999,800	18,108,600	19,500,000	-21.84%	-12.82%
Blue Ridge Crossing Owner LLC	10,063,321	10,063,321	14,937,132	14,837,132	-32.63%	-32.17%

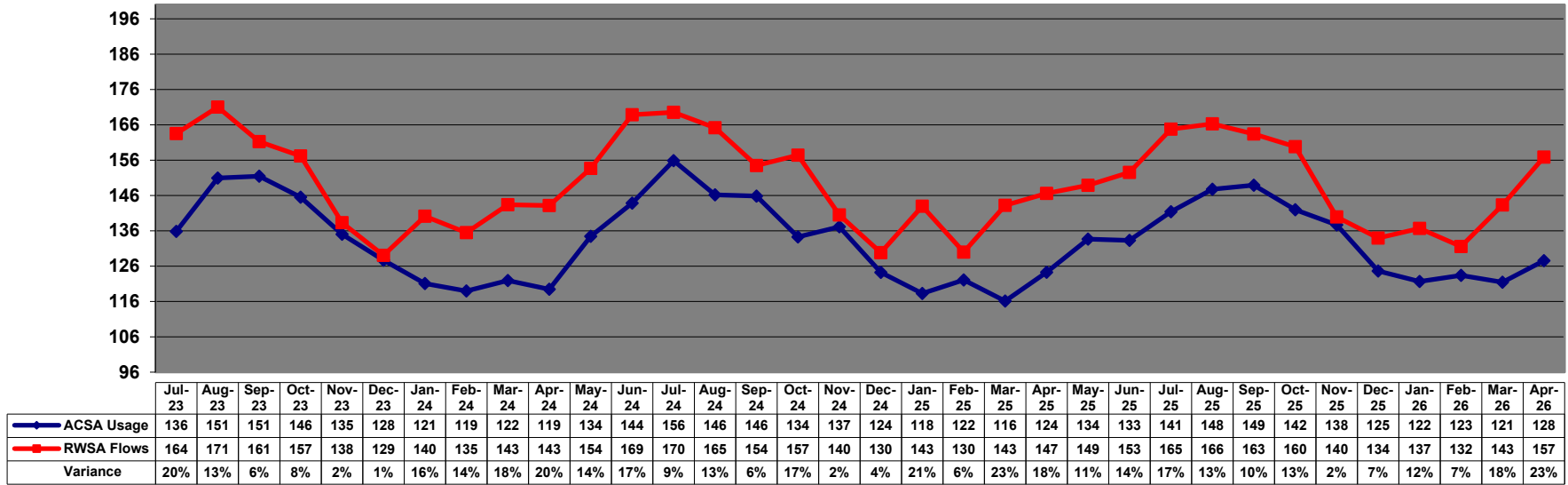
Note: Only major customers of the ACSA have been analyzed above. For purposes of this analysis, major customers are those who, on average, consume over one million gallons per month. Variations can occur for a variety of reasons including but not limited to: conscious conservation efforts, expansion,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

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

FY 2024, 2025, and 2026 Urban Water Comparison RWSA Flows & ACSA Customer Usage

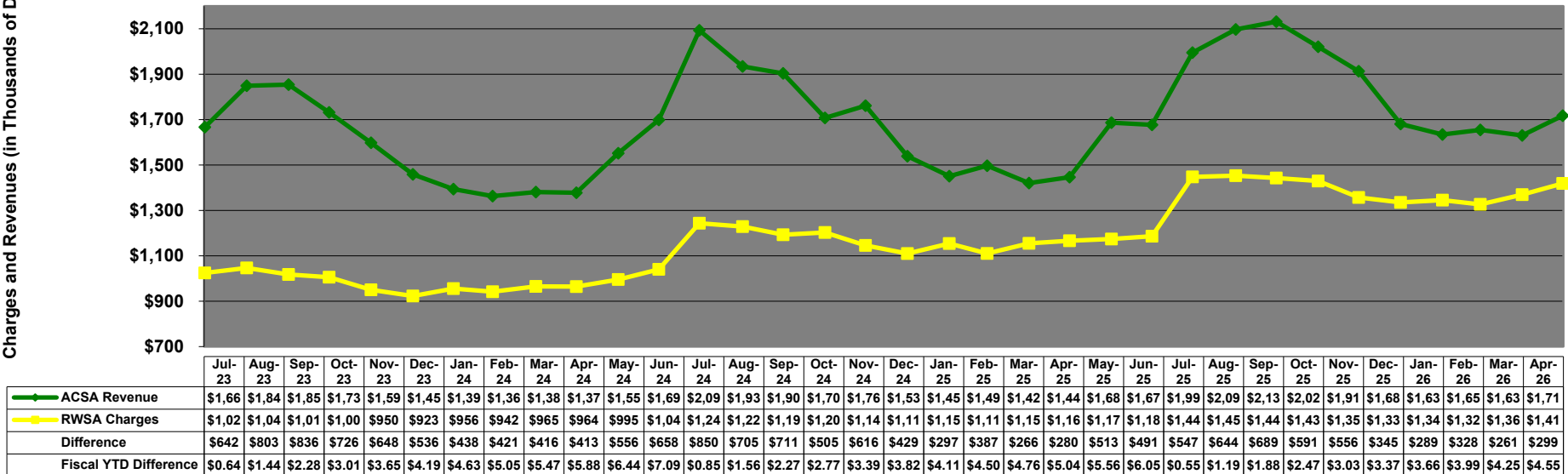
54

Flows & Usage (in Millions of Gallons)



Charges and Revenues (in Thousands of Dollars)

FY 2024, 2025, and 2026 Urban Water Comparison RWSA Billed Water Charges & ACSA Billed Water Revenues

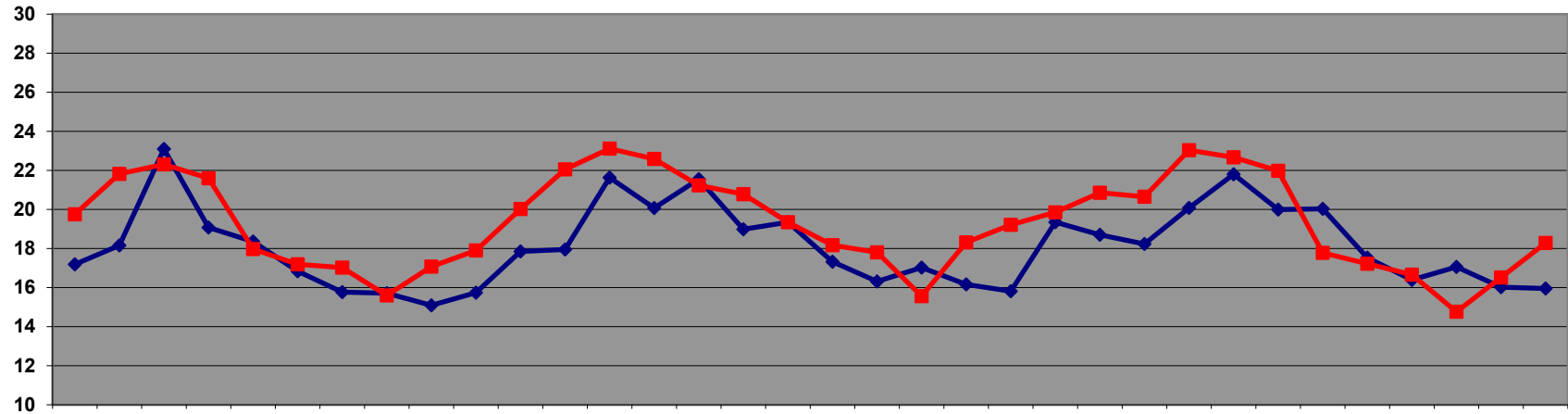


Note: Fiscal YTD Difference (ONLY) in Millions of Dollars

FY 2024, 2025, and 2026 Crozet Water Comparison RWSA Flows & ACSA Customer Usage

55

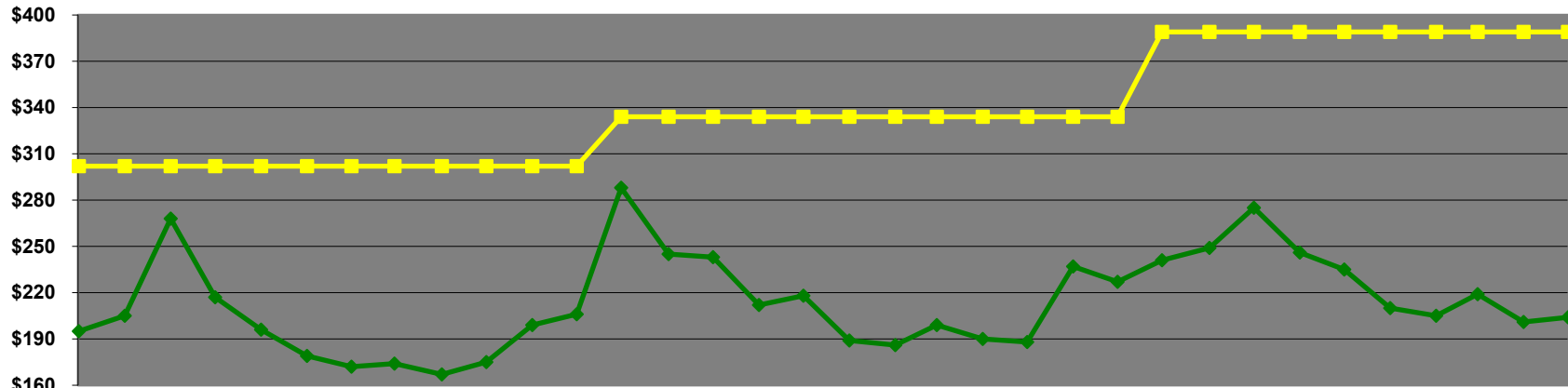
Flows & Usage (in Millions of Gallons)



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
ACSA Usage	17	18	23	19	18	17	16	16	15	16	18	18	22	20	22	19	19	17	16	17	16	19	19	19	18	20	22	20	20	18	16	17	16	16
RWSA Flows	20	22	22	22	18	17	17	16	17	18	20	22	23	23	21	21	19	18	18	16	18	19	20	21	21	23	23	22	18	17	17	15	17	18
Variance	15%	20%	-3%	13%	-2%	2%	8%	-1%	13%	14%	12%	23%	7%	13%	-1%	9%	0%	5%	9%	-9%	13%	22%	3%	12%	13%	15%	4%	10%	-11%	-2%	2%	-13%	3%	15%

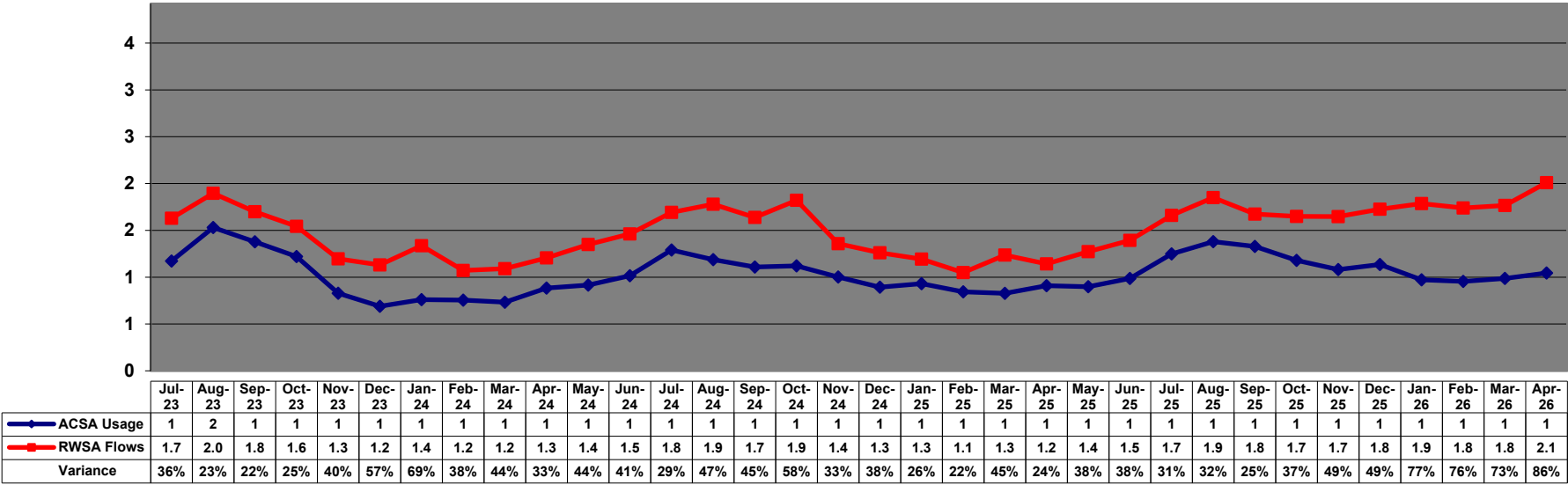
FY 2024, 2025, and 2026 Crozet Water Comparison RWSA Billed Water Charges & ACSA Billed Water Revenues

Charges and Revenues (in Thousands of Dollars)



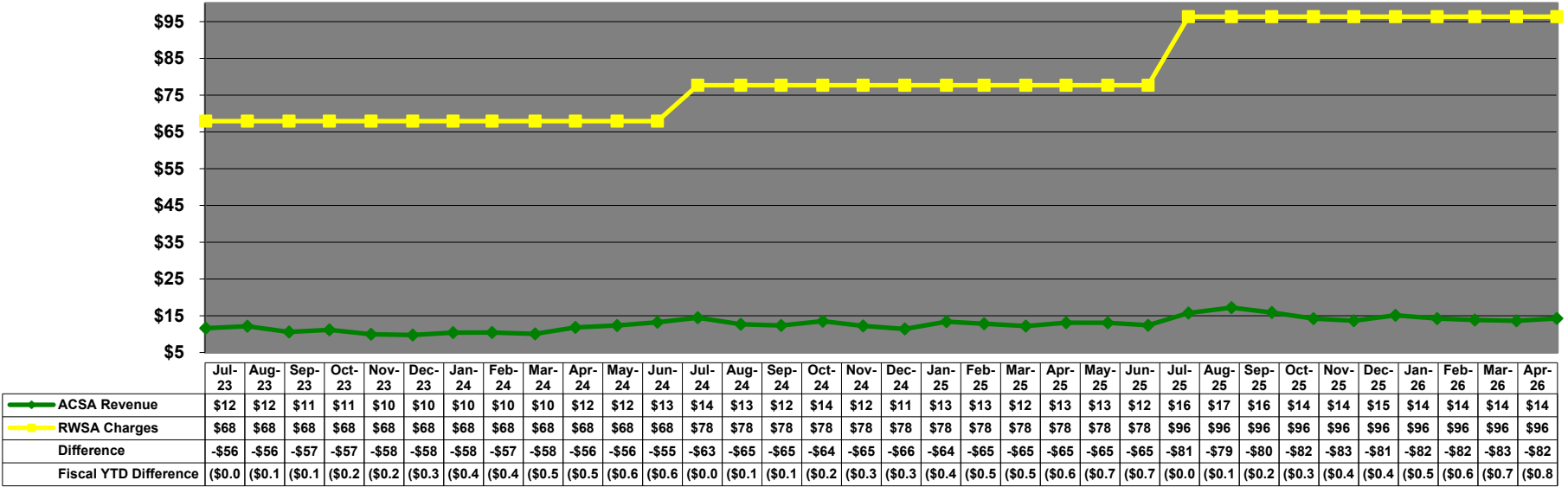
	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
ACSA Revenue	\$195	\$205	\$268	\$217	\$196	\$179	\$172	\$174	\$167	\$175	\$199	\$206	\$288	\$245	\$243	\$212	\$218	\$189	\$186	\$199	\$190	\$188	\$237	\$227	\$241	\$249	\$275	\$246	\$235	\$210	\$205	\$219	\$201	\$204
RWSA Charges	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$302	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$334	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389	\$389
Difference	(\$107)	(\$97)	(\$34)	(\$85)	(\$106)	(\$123)	(\$130)	(\$128)	(\$135)	(\$127)	(\$103)	(\$96)	(\$46)	(\$89)	(\$91)	(\$122)	(\$116)	(\$145)	(\$148)	(\$135)	(\$144)	(\$146)	(\$97)	(\$107)	(\$148)	(\$140)	(\$114)	(\$143)	(\$154)	(\$179)	(\$184)	(\$170)	(\$188)	(\$185)
Fiscal YTD Difference	(\$0.1)	(\$0.2)	(\$0.2)	(\$0.3)	(\$0.4)	(\$0.5)	(\$0.6)	(\$0.8)	(\$0.9)	(\$1.0)	(\$1.1)	(\$1.2)	(\$0.0)	(\$0.1)	(\$0.2)	(\$0.3)	(\$0.4)	(\$0.6)	(\$0.7)	(\$0.8)	(\$1.0)	(\$1.1)	(\$1.2)	(\$1.3)	(\$0.1)	(\$0.2)	(\$0.4)	(\$0.5)	(\$0.7)	(\$0.8)	(\$1.0)	(\$1.2)	(\$1.4)	(\$1.6)

FY 2024, 2025, and 2026 Scottsville Water Comparison
RWSA Flows & ACSA Customer Usage



FY 2024, 2025, and 2026 Scottsville Water Comparison
RWSA Billed Water Charges & ACSA Billed Water Revenues

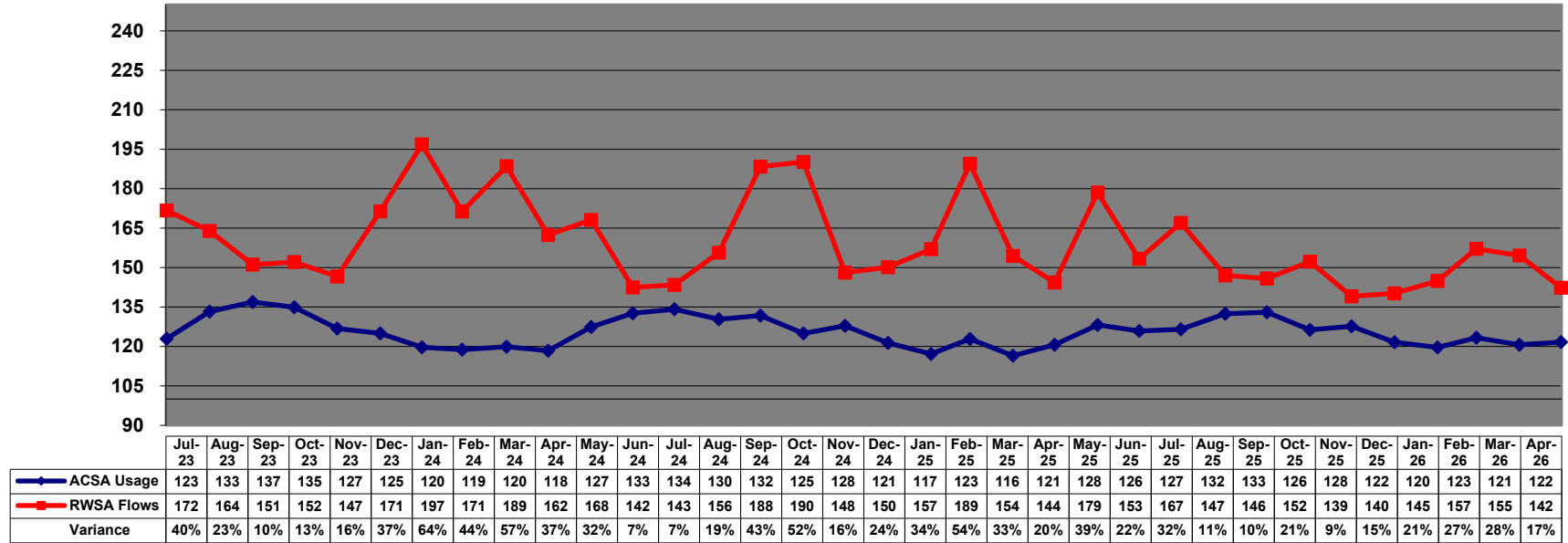
Charges and Revenues (in Thousands of Dollars)



**FY 2024, 2025, and 2026 Urban (including Glenmore) & Crozet Sewer Comparison
ACSA Customer Usage & RWSA Flows**

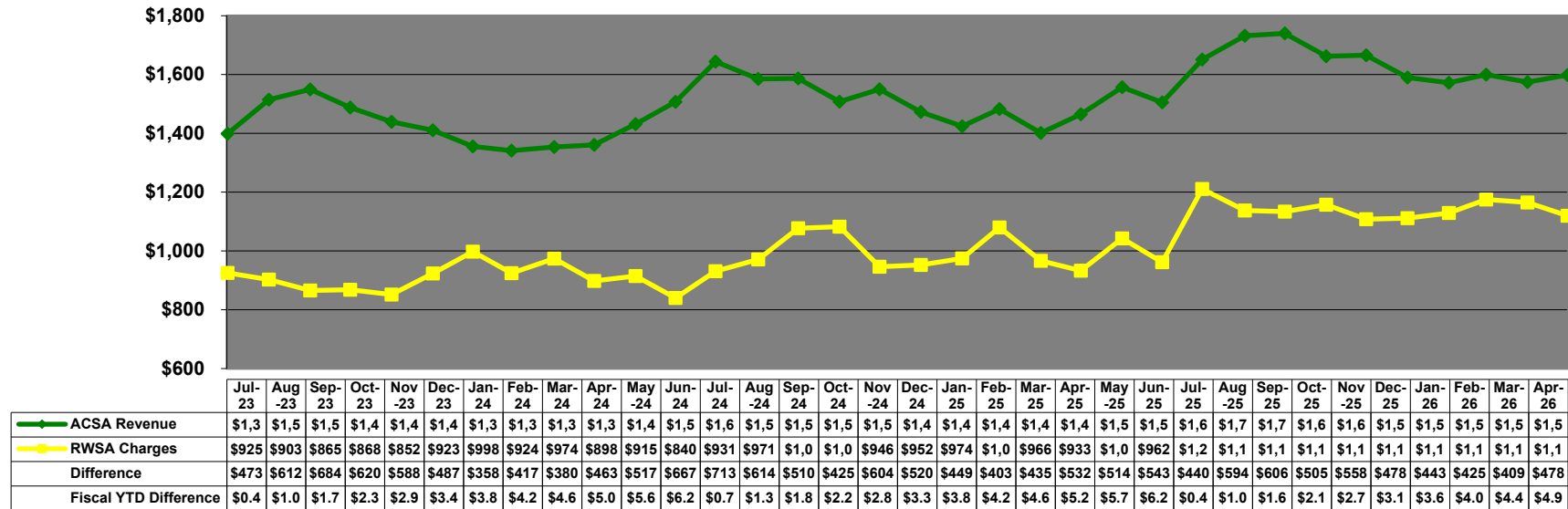
57

Usage & Flows (in Millions of Gallons)



**FY 2024, 2025, and 2026 Urban (including Glenmore) & Crozet Sewer Comparison
ACSA Billed Sewer Usage & RWSA Billed Sewer Charges**

Charges & Revenues (in Thousands of Dollars)

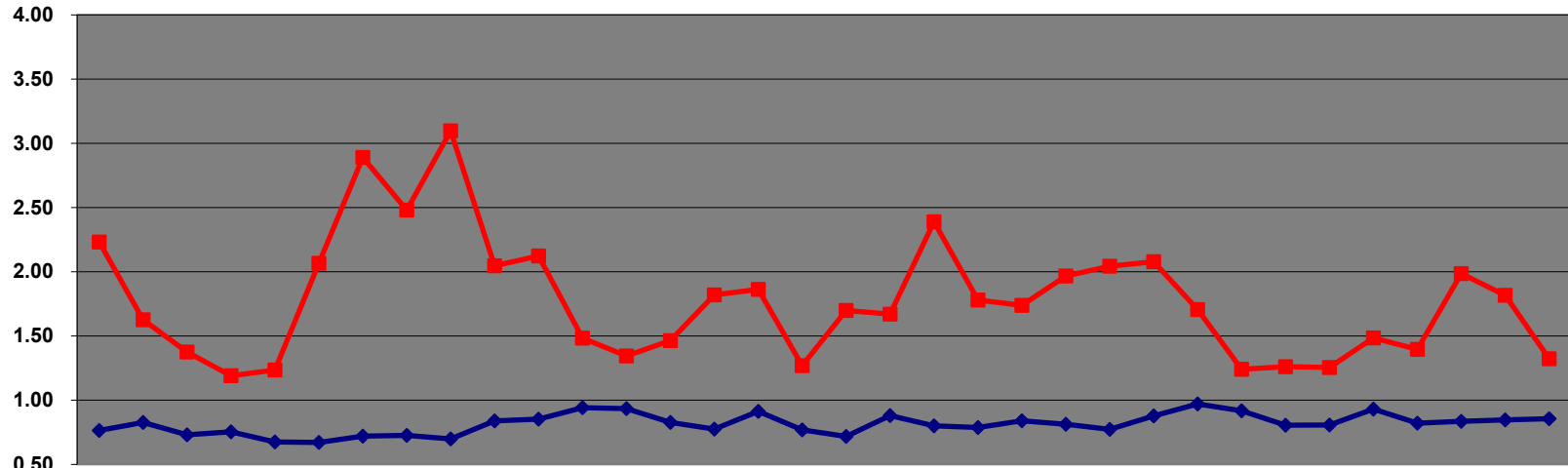


Note: Fiscal YTD Difference (ONLY) in Millions of Dollars

FY 2024, 2025, and 2026 Scottsville Sewer Comparison ACSA Customer Usage & RWSA Flows

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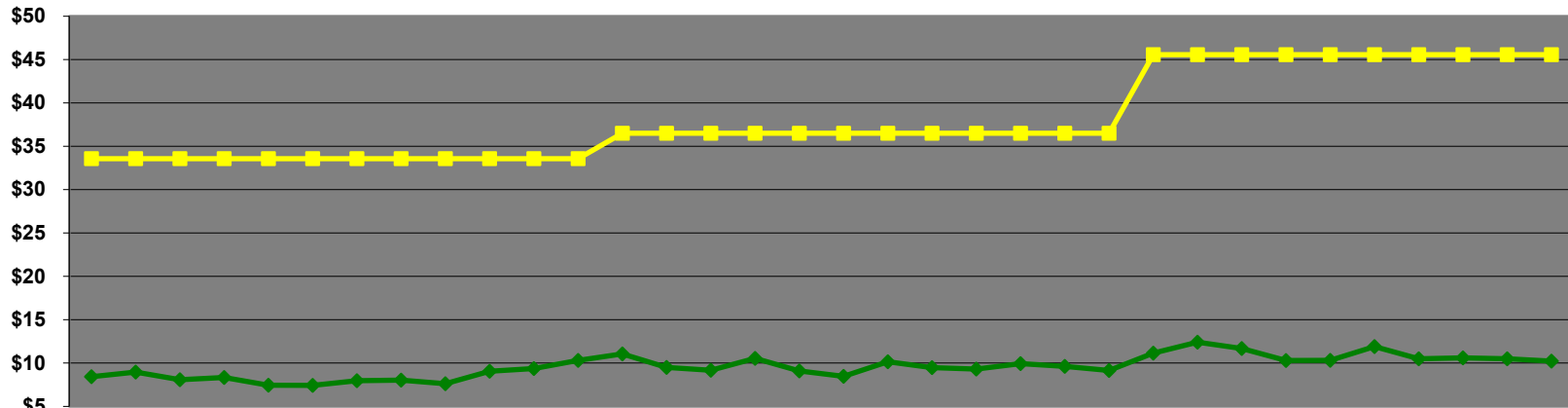
Usage & Flows (in Millions of Gallons)



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
ACSA Usage	0.76	0.83	0.73	0.75	0.67	0.67	0.72	0.73	0.70	0.84	0.85	0.94	0.93	0.83	0.77	0.91	0.77	0.72	0.88	0.80	0.79	0.84	0.81	0.77	0.88	0.97	0.92	0.81	0.81	0.93	0.82	0.84	0.85	0.86
RWSA Flows	2.23	1.63	1.38	1.19	1.24	2.07	2.89	2.48	3.10	2.05	2.12	1.48	1.34	1.46	1.82	1.86	1.27	1.70	1.67	2.39	1.78	1.74	1.97	2.04	2.08	1.71	1.24	1.26	1.25	1.48	1.40	1.99	1.82	1.32
Variance	192%	97%	88%	58%	83%	208%	301%	242%	344%	144%	149%	58%	44%	77%	135%	104%	65%	137%	90%	199%	126%	107%	142%	164%	137%	76%	35%	57%	56%	60%	70%	138%	115%	55%

FY 2024, 2025, and 2026 Scottsville Sewer Comparison ACSA Billed Sewer Usage & RWSA Billed Sewer Charges

Charges & Revenues (in Thousands of Dollars)



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26
ACSA Revenue	\$8.42	\$8.95	\$8.07	\$8.33	\$7.44	\$7.42	\$7.96	\$8.02	\$7.61	\$9.05	\$9.36	\$10.3	\$11.0	\$9.49	\$9.16	\$10.5	\$9.09	\$8.46	\$10.1	\$9.47	\$9.30	\$9.93	\$9.61	\$9.14	\$11.1	\$12.4	\$11.6	\$10.2	\$10.3	\$11.8	\$10.4	\$10.5	\$10.4	\$10.2
RWSA Charges	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$34	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$36	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46
Difference	-\$25	-\$25	-\$25	-\$25	-\$26	-\$26	-\$26	-\$26	-\$26	-\$25	-\$24	-\$23	-\$25	-\$27	-\$27	-\$26	-\$27	-\$28	-\$26	-\$27	-\$27	-\$27	-\$27	-\$27	-\$34	-\$33	-\$34	-\$35	-\$35	-\$34	-\$35	-\$35	-\$35	-\$35
Fiscal YTD Difference	-\$0.0	-\$0.0	-\$0.0	-\$0.1	-\$0.1	-\$0.1	-\$0.1	-\$0.2	-\$0.2	-\$0.2	-\$0.2	-\$0.3	-\$0.0	-\$0.0	-\$0.0	-\$0.1	-\$0.1	-\$0.1	-\$0.1	-\$0.2	-\$0.2	-\$0.2	-\$0.3	-\$0.3	-\$0.0	-\$0.0	-\$0.1	-\$0.1	-\$0.1	-\$0.2	-\$0.2	-\$0.2	-\$0.3	-\$0.3

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

Single-Family Residential Water Usage

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

	FY 2024											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	46,186,939	46,955,054	47,747,914	46,680,010	47,232,775	46,900,575	46,887,506	45,996,822	45,827,255	46,036,892	47,780,002	47,875,553
Level 2 (3,001 - 6,000 gallons)	15,834,490	16,832,305	18,509,951	15,902,249	16,363,806	14,914,361	15,260,215	13,399,431	13,147,547	13,022,922	16,802,275	17,350,136
Level 3 (6,001 - 9,000 gallons)	4,271,446	4,916,430	6,033,699	4,583,776	4,409,091	2,899,484	2,944,132	2,249,613	2,237,129	2,308,042	3,982,755	4,614,178
Level 4 (over 9,000 gallons)	5,743,519	6,973,528	8,880,933	6,336,335	4,866,834	2,138,821	1,860,892	1,447,502	1,143,464	1,180,879	3,039,434	4,885,532
Total	72,036,394	75,677,317	81,172,497	73,502,370	72,872,506	66,853,241	66,952,745	63,093,368	62,355,395	62,548,735	71,604,466	74,725,399

	FY 2025											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	48,258,421	47,554,370	47,554,370	47,586,217	47,984,582	47,237,540	47,035,387	46,948,579	46,241,521	47,143,752	48,616,333	48,033,036
Level 2 (3,001 - 6,000 gallons)	19,809,724	16,778,453	16,778,453	16,138,831	16,446,572	14,261,229	14,493,012	13,964,024	12,824,070	13,657,323	17,060,057	16,098,991
Level 3 (6,001 - 9,000 gallons)	7,348,528	4,954,506	4,954,506	4,136,026	4,371,171	2,670,441	2,618,266	2,428,986	2,146,815	2,552,948	4,199,654	3,841,139
Level 4 (over 9,000 gallons)	12,997,404	6,847,041	6,847,041	3,767,467	5,031,979	1,474,327	1,046,523	1,036,524	756,536	1,291,913	3,364,637	3,125,938
Total	88,414,077	76,134,370	76,134,370	71,628,541	73,834,304	65,643,537	65,193,188	64,378,113	61,968,942	64,645,936	73,240,681	71,099,104

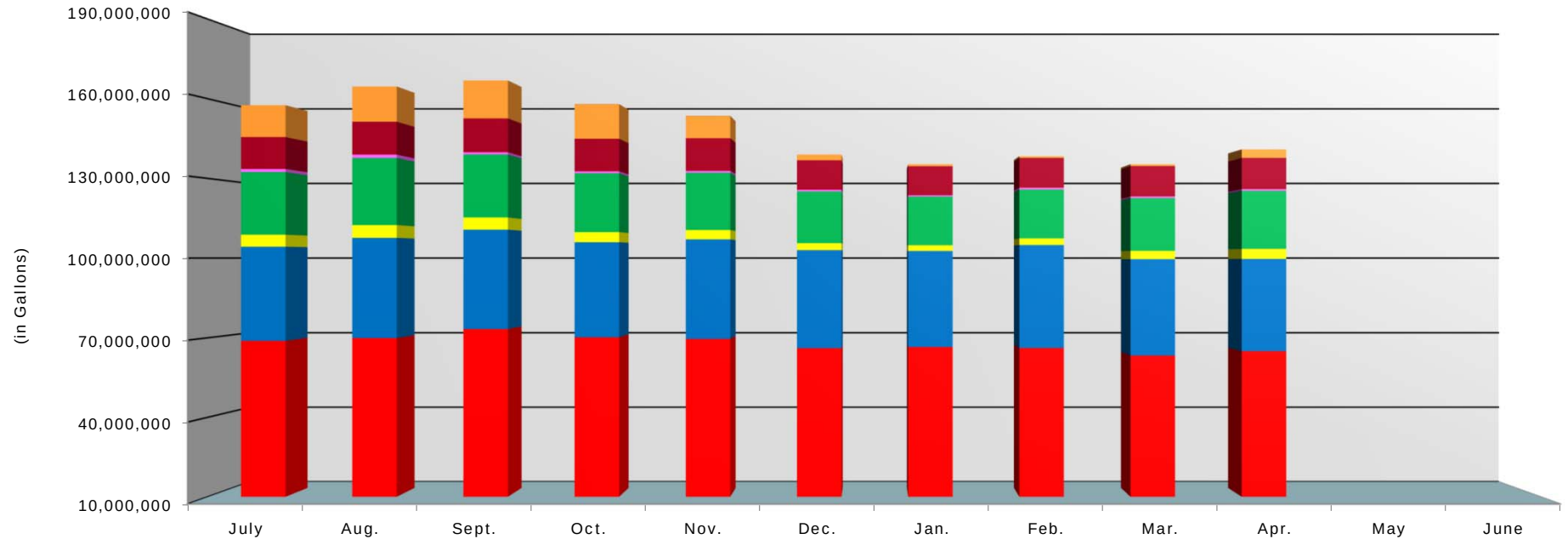
	FY 2026											
	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	47,852,952	48,182,425	48,900,560	48,339,047	48,565,752	47,920,052	47,808,680	47,712,263	46,903,781	47,647,253		
Level 2 (3,001 - 6,000 gallons)	16,125,752	16,549,206	17,925,898	16,398,842	16,303,999	14,431,454	14,768,307	14,485,743	13,087,333	13,842,323		
Level 3 (6,001 - 9,000 gallons)	4,317,743	4,595,876	5,270,256	4,659,590	4,188,769	2,733,464	2,696,119	2,645,250	2,266,433	2,639,314		
Level 4 (over 9,000 gallons)	4,721,394	5,211,824	6,832,376	6,480,023	4,147,055	1,361,585	1,272,907	1,308,156	1,033,070	1,280,486		
Total	73,017,841	74,539,331	78,929,090	75,877,502	73,205,575	66,446,555	66,546,013	66,151,413	63,290,617	65,409,376	-	-

System-Wide Irrigation Water Usage

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

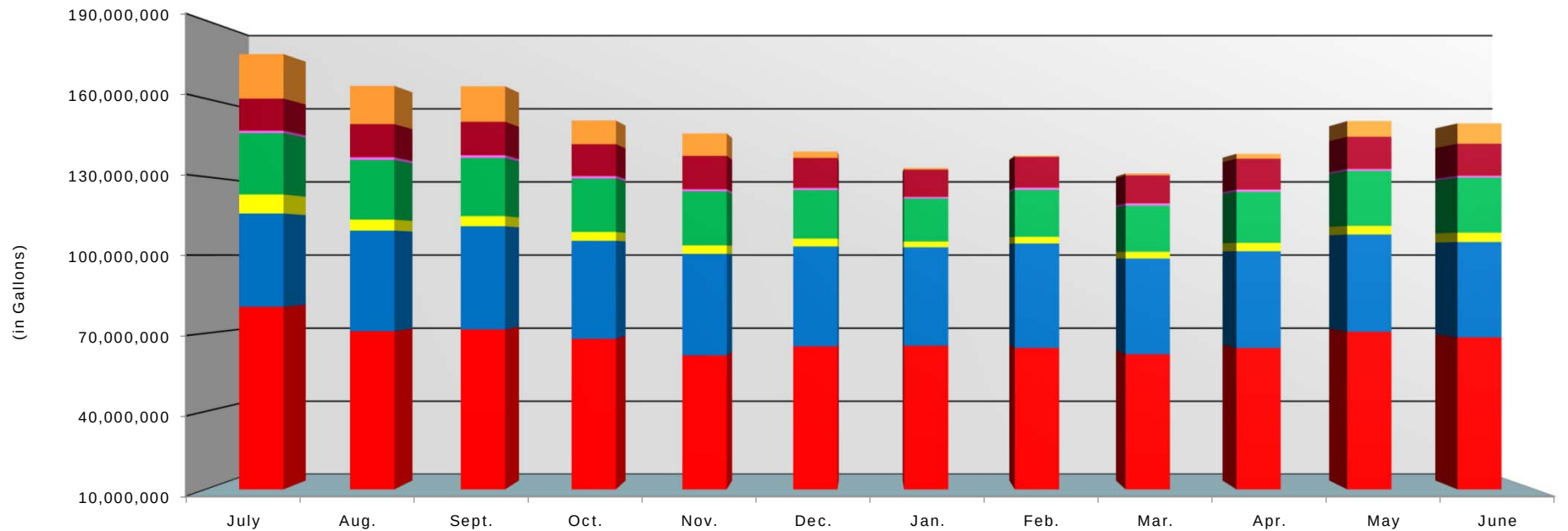
FY 2026	July	August	September	October	November	December	January	February	March	April	May	June
Level 1 (0 - 3,000 gallons)	107,034	46,597	122,813	128,544	78,074	13,472	1,154	195	3,957	34,027		
Level 2 (3,001 - 6,000 gallons)	587,461	221,646	672,477	684,190	477,981	67,227	2,434	798	8,980	148,484		
Level 3 (6,001 - 9,000 gallons)	846,814	348,418	976,797	962,180	696,232	86,334	3,308	1,571	4,451	149,885		
Level 4 (over 9,000 gallons)	10,450,496	12,677,741	12,541,506	11,276,491	7,189,571	2,005,905	733,317	647,386	688,344	2,891,020		
Total	11,991,805	13,294,403	14,313,593	13,051,405	8,441,858	2,172,939	740,213	649,950	705,732	3,223,416	-	-

Monthly Water Consumption Fiscal Year 2026

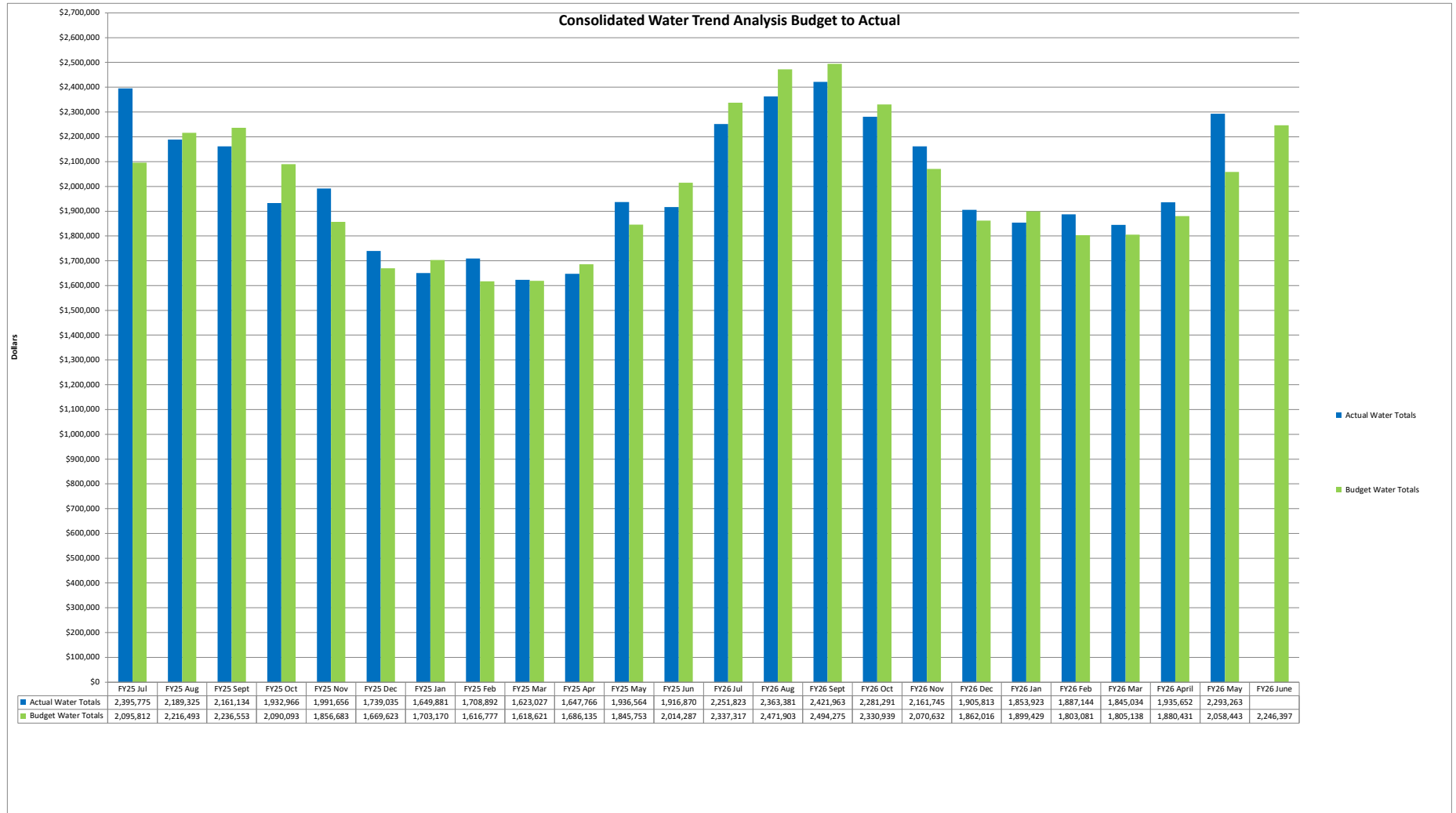


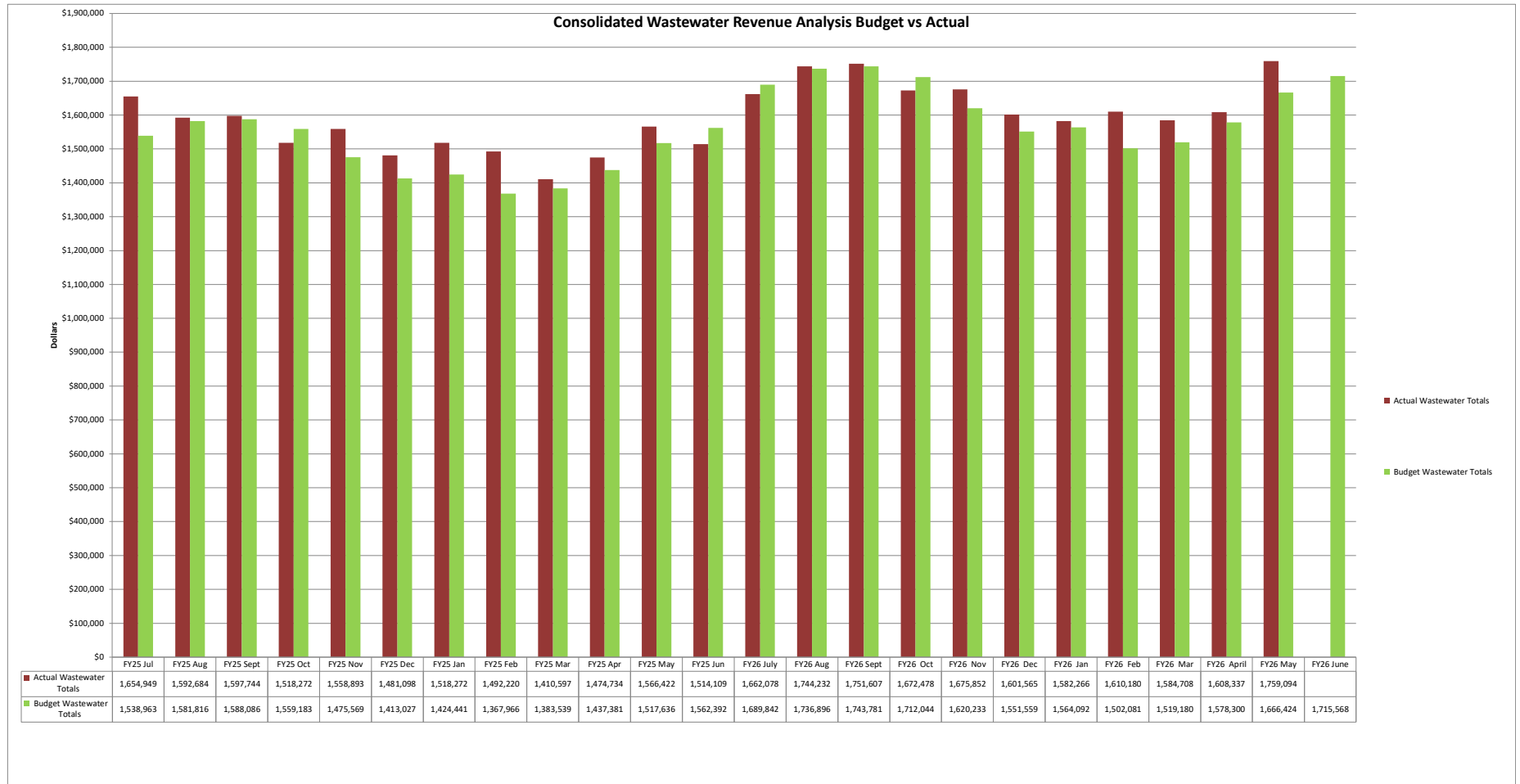
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
% Irrigation to total	7.61%	8.08%	8.58%	8.26%	5.50%	1.56%	0.55%	0.47%	0.52%	2.29%	0.00%	0.00%
Total Irrigation	11,991,805	13,294,403	14,313,593	13,051,405	8,441,858	2,172,939	740,213	649,950	705,732	3,223,416	0	0
Institutional - Domestic Consumption	11,998,763	12,363,541	12,757,079	12,250,646	12,287,057	11,116,683	10,948,963	11,226,113	11,458,674	11,737,899		
Industrial - Domestic/Processing less Exclusion	1,150,878	1,228,612	805,432	710,838	685,662	610,393	494,880	683,692	597,620	641,673		
Comm. (Other) - Domestic Consumption	23,606,046	25,290,928	23,724,464	22,164,502	21,574,711	19,479,689	18,302,540	18,406,142	19,885,080	21,850,858		
Offices - Domestic Consumption	4,517,166	4,802,634	4,592,742	3,815,261	3,506,028	2,637,452	2,168,459	2,458,810	3,117,116	3,795,381		
MFR - Domestic Consumption	35,425,568	37,740,832	37,408,623	35,784,274	37,481,920	36,914,974	36,157,326	38,795,023	36,263,573	34,718,894		
SFR - Domestic Consumption	68,864,020	69,898,309	73,304,708	70,200,066	69,592,671	66,077,861	66,533,527	66,155,710	63,338,303	64,964,636		

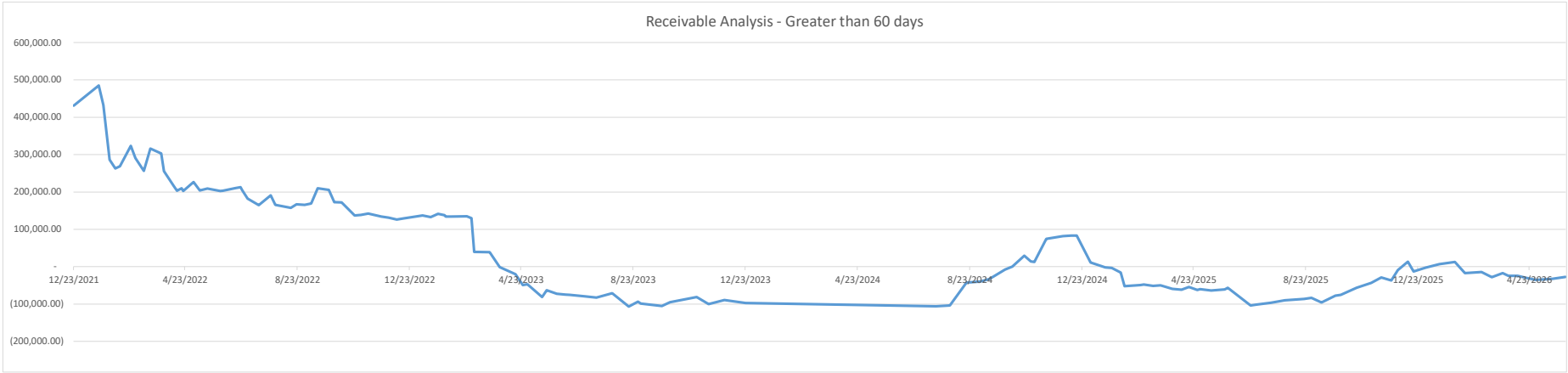
Monthly Water Consumption Fiscal Year 2025



	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
% Irrigation to total	9.64%	8.91%	8.27%	5.99%	5.89%	1.74%	0.44%	0.34%	0.53%	1.33%	3.96%	5.19%
Total Irrigation	17,079,430	14,696,602	13,623,827	9,081,789	8,636,482	2,432,830	585,068	469,134	696,636	1,846,811	5,990,339	7,808,363
Institutional - Domestic Consumption	12,328,689	12,717,097	12,852,592	12,226,743	12,776,310	11,525,008	10,478,463	11,827,112	10,736,750	11,833,994	12,353,714	12,262,956
Industrial - Domestic/Processing less Exclusion	896,757	1,001,502	989,373	921,447	831,432	751,608	614,555	841,759	862,057	890,423	780,333	742,695
Comm. (Other) - Domestic Consumption	23,544,391	22,901,694	22,343,612	20,525,442	20,707,159	18,686,680	16,525,984	18,006,869	17,715,945	19,570,661	21,072,481	21,086,432
Offices - Domestic Consumption	7,326,174	4,224,213	3,900,576	3,395,625	3,273,265	3,002,426	2,204,354	2,543,092	2,621,256	3,217,743	3,318,816	3,634,967
MFR - Domestic Consumption	35,779,666	38,616,171	39,588,858	37,631,815	38,963,425	38,294,909	37,769,443	40,103,465	36,696,445	37,161,617	37,284,308	36,567,350
SFR - Domestic Consumption	80,148,241	70,757,380	71,457,368	67,842,949	61,479,926	64,998,789	65,202,247	64,339,038	61,953,728	64,299,759	70,587,210	68,405,449







Albemarle County Service Authority
May 2026 Payments

HECK NUMBE	CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION OVER \$5,000
761255725	Rivanna Water &	3,069,214.87	05/08/2026	April 2026 Bulk Water & Sewer Treatment
761351330	Daniel & Compan	1,008,500.91	05/15/2026	Avon Operations
761352640	Haymes Brothers	497,314.55	05/15/2026	Briarwood Water Main
73878	Commonwealth Ex	467,041.85	05/29/2026	Barracks West Waterline Replacement - April 26
73880	County of Albem	202,035.00	05/29/2026	Payroll
ACH	Payroll	194,739.32	05/15/2026	Net Pay
766391638	Haymes Brothers	193,527.55	05/29/2026	Briarwood Water Main
ACH	Payroll	192,979.76	05/29/2026	Net Pay
73935	Ramboll America	98,874.93	05/29/2026	Crozet Phase 3 SSES April 26
761352648	IRS-Federal Tax	71,700.46	05/15/2026	Payroll
766299585	County of Albem	70,400.67	05/29/2026	Payroll
766299586	IRS-Federal Tax	69,774.44	05/29/2026	Payroll
761352647	County of Albem	65,663.32	05/29/2026	Payroll
766299576	Bank of New Yor	47,987.92	05/22/2026	Debt Service
766299582	VA Retirement S	45,661.48	05/29/2026	Payroll
761352644	VA Retirement S	45,661.47	05/29/2026	Payroll
73794	Bank of America	40,745.89	05/15/2026	Supplies & Memberships
73857	U S Postmaster	35,000.00	05/15/2026	Postage
73929	Paymentus	31,243.59	05/29/2026	Transaction Fees
73939	SHI Internation	31,224.26	05/29/2026	Avon Operations
73851	SpryPoint Servi	27,900.00	05/15/2026	Customer Information System Upgrade
73847	Robertson A-ffo	27,550.00	05/15/2026	HVAC Maintenance Warehouse
73933	Provantage	26,360.00	05/29/2026	Server Upgrades
73887	Douty, Christop	15,000.00	05/29/2026	Easements
73825	LB Water Servic	14,311.89	05/15/2026	Auto Flushers
73831	Mansfield Oil C	13,019.40	05/15/2026	Fuel
761352649	VA Dept of Taxa	12,698.37	05/15/2026	Payroll
766299587	VA Dept of Taxa	12,342.80	05/29/2026	Payroll
73805	Dixon Engineeri	11,040.00	05/15/2026	Avon Operations
73842	Pitney Bowes	10,000.00	05/15/2026	Postage
73861	Verizon Wireles	8,455.83	05/15/2026	Cell Service
766299584	VALIC	8,075.06	05/29/2026	Payroll
761352646	VALIC	8,015.06	05/15/2026	Payroll
73860	VEC LLC	7,767.54	05/15/2026	Avon Security
73944	Traffic Safety	7,518.20	05/29/2026	Safety Equipment
73826	Letterpress	7,164.43	05/15/2026	Communications
73823	Launch! Consult	6,903.40	05/15/2026	ERP Update
761352652	Voya Financial	6,160.17	05/15/2026	Payroll
766299590	Voya Financial	6,122.23	05/29/2026	Payroll
73941	SpryPoint Servi	5,658.37	05/29/2026	Customer Information System Upgrade
73788	Amazon.com Sale	5,523.04	05/15/2026	Supplies
73882	Cues	5,496.73	05/29/2026	Vehicle Parts
73807	Double Envelope	5,468.57	05/15/2026	Mailing Supplies
73848	RSG Landscaping	5,390.55	05/15/2026	Landscaping
73920	Michael Baker I	5,115.74	05/29/2026	Survey & Engineering
73835	NewGen Strategi	5,102.90	05/15/2026	FY 2027 Rate Study

761352643	Nationwide	5,012.50	05/15/2026	Payroll
766299581	Nationwide	5,012.50	05/29/2026	Payroll
73915	Mansfield Oil C	4,469.44	05/29/2026	
73919	Meeks, Gene & G	4,200.00	05/29/2026	
73827	Lowes Companies	4,073.58	05/15/2026	
73800	Commonwealth of	4,037.49	05/15/2026	
73865	Allison Partner	4,015.00	05/29/2026	
73809	Ed's Floor Care	3,703.33	05/15/2026	
73891	Evoqua Water Te	3,414.45	05/29/2026	
73817	Fortiline	3,372.96	05/15/2026	
73948	University Tire	3,299.80	05/29/2026	
73806	Dominion Energy	3,017.50	05/15/2026	
73930	PFM Asset Manag	2,807.90	05/29/2026	
73810	Evoqua Water Te	2,731.56	05/15/2026	
73872	Campbell, Faith	2,646.00	05/29/2026	
73858	UniFirst	2,637.71	05/15/2026	
73812	Ferguson Enterp	2,432.00	05/15/2026	
73808	DPR Constructio	2,305.33	05/15/2026	
73784	5th St. Forest	2,300.00	05/15/2026	
73862	Virginia Utilit	2,176.80	05/15/2026	
73954	Whitman Requard	2,106.30	05/29/2026	
766299579	EE Incentives	2,075.00	05/19/2026	
73813	Ferguson Enterp	2,072.73	05/15/2026	
766299588	Flexible Benefi	1,963.00	05/29/2026	
761352651	ACSA FSA	1,938.72	05/15/2026	
766299589	ACSA FSA	1,938.72	05/29/2026	
73893	Ferguson Enterp	1,927.45	05/29/2026	
73936	Rappahannock El	1,819.96	05/29/2026	
73959	Minnesota Life	1,815.90	05/29/2026	
73854	Ting Fiber	1,814.31	05/15/2026	
73947	UniFirst	1,785.88	05/29/2026	
73814	Fisher Auto Par	1,785.25	05/15/2026	
73863	Whitman Requard	1,768.47	05/15/2026	
761352650	Flexible Benefi	1,757.00	05/15/2026	
73870	Atlantic Emerge	1,750.10	05/29/2026	
73803	Dewberry Engine	1,750.00	05/15/2026	
73949	USABlueBook	1,662.71	05/29/2026	
73932	Pinniger, Jenni	1,596.33	05/29/2026	
73792	Atlas Copco	1,572.96	05/15/2026	
73957	Guardian	1,438.32	05/29/2026	
73886	Dominion Energy	1,427.13	05/29/2026	
73877	Comcast	1,356.60	05/29/2026	
73917	McCarthy Tire	1,297.20	05/29/2026	
73946	Uline	1,285.85	05/29/2026	
73844	Republic Servic	1,273.69	05/15/2026	
766299591	VACORP	1,254.25	05/29/2026	
73859	USABlueBook	1,250.90	05/15/2026	
73795	Beverage Tracto	1,201.99	05/15/2026	
73913	Mailing Service	1,166.56	05/29/2026	

73846	Rivanna Water &	1,066.91 05/15/2026
73937	Ryan Homes	1,015.33 05/29/2026
73904	Hathaway	987.32 05/29/2026
73816	Flora Pettit PC	960.00 05/15/2026
73906	Home Depot	953.09 05/29/2026
73849	S L Williamson	841.48 05/15/2026
73820	Home Depot	816.89 05/15/2026
761352645	AFLAC	791.98 05/29/2026
766299583	AFLAC	791.98 05/29/2026
73824	LB Technology	762.50 05/15/2026
73900	Freeman Industr	750.00 05/29/2026
73867	Amazon.com Sale	732.99 05/29/2026
73855	Traffic Safety	721.21 05/15/2026
73879	Core & Main	666.36 05/29/2026
73821	Jamerson-Lewis	638.76 05/15/2026
73841	Piedmont Power	632.59 05/15/2026
73804	Ditch Witch Roa	618.72 05/15/2026
73951	Valley Landscap	613.93 05/29/2026
73945	Tyler Business	612.52 05/29/2026
766299577	EE Incentives	600.00 05/19/2026
766299578	EE Incentives	600.00 05/19/2026
73881	Crown Communica	579.63 05/29/2026
766299580	ACAC	573.00 05/29/2026
73838	Office Depot	567.60 05/15/2026
761352642	ACAC	544.00 05/29/2026
73829	Mailing Service	523.20 05/15/2026
73927	One Time Vendor	500.00 05/29/2026
73850	Specialty Faste	471.32 05/15/2026
73852	Super Shoe Stor	469.98 05/15/2026
73796	Brink's Incorpo	460.01 05/15/2026
73943	Stinson Investm	443.19 05/29/2026
73938	S L Williamson	422.84 05/29/2026
73912	Luck Stone	418.61 05/29/2026
73797	Charlottesville	415.70 05/15/2026
73856	U S Bank	390.39 05/15/2026
73799	CMA's Colonial	362.25 05/15/2026
73845	Rivanna Solid W	343.00 05/15/2026
73818	Genuine Parts	338.10 05/15/2026
73811	FedEx	334.97 05/15/2026
73940	Specialty Faste	325.98 05/29/2026
73828	Luck Stone	315.10 05/15/2026
73840	One Time Vendor	300.00 05/15/2026
73928	One Time Vendor	300.00 05/29/2026
73953	VoicELink	282.50 05/29/2026
73876	Comcast	252.10 05/29/2026
73908	Jiffy Lube #011	231.11 05/29/2026
73895	Fisher Auto Par	230.90 05/29/2026
73899	Foster, Lynn	227.27 05/29/2026
73791	Atlantic Emerge	212.55 05/15/2026

73843	Red Wing	200.00	05/15/2026
73921	Moreno, Edinson	199.26	05/29/2026
73909	Katina, Jeremy	196.27	05/29/2026
73934	Quality Welding	193.00	05/29/2026
73918	McGrady, Thomas	191.15	05/29/2026
73822	Kaseya	187.00	05/15/2026
73884	De Maynadier, E	165.71	05/29/2026
73864	Aireco Supply	163.80	05/29/2026
73955	Anytime Fitness	160.00	05/29/2026
73924	One Time Vendor	150.00	05/29/2026
73925	One Time Vendor	150.00	05/29/2026
761255726	EE Incentives	150.00	05/11/2026
73889	Enz USA	139.20	05/29/2026
73903	Grainger	138.18	05/29/2026
73958	Herbert Beskin	135.00	05/29/2026
73789	American Pest	134.52	05/15/2026
73888	EGGC LLC	133.09	05/29/2026
73830	Malloy Chevrole	127.38	05/15/2026
73902	Gingerich Outdo	126.53	05/29/2026
73960	Snap Fitness	124.88	05/29/2026
73786	Albemarle Lock	124.00	05/15/2026
73833	Martin Marietta	122.32	05/15/2026
73952	Virginia Dept T	120.00	05/29/2026
73836	Notopoulos, Geo	116.86	05/15/2026
73871	BizLibrary	111.17	05/29/2026
73883	Davis, Neta	110.56	05/29/2026
73896	Fisher, Billy	110.16	05/29/2026
73898	Flexible Benefi	109.00	05/29/2026
73801	County of Albem	107.00	05/15/2026
73868	American Water	89.06	05/29/2026
73815	Flexible Benefi	84.70	05/15/2026
73834	Maurice Electri	84.09	05/15/2026
73911	LB Water Servic	82.13	05/29/2026
73890	Espinoza, Yesen	77.37	05/29/2026
73785	Advance Auto	77.22	05/15/2026
73819	Hof, Peter	73.92	05/15/2026
73885	Document Destru	69.95	05/29/2026
73905	Heilenman, Chri	69.03	05/29/2026
73866	Always Batterie	68.94	05/29/2026
73922	Mucherino, Chan	68.80	05/29/2026
73853	The Supply Room	66.18	05/15/2026
73907	Hoyt, Susanna	65.23	05/29/2026
73873	Cardinal Home C	55.65	05/29/2026
73837	O'Reilly Automo	53.93	05/15/2026
73798	City of Charlot	52.83	05/15/2026
73894	FFC Properties	43.31	05/29/2026
73956	Anytime Fitness	40.00	05/29/2026
73802	Cox, Andrew	39.59	05/15/2026
73874	Central Virgini	38.08	05/29/2026

73901	Genuine Parts	35.12	05/29/2026
73897	Fisher, Karen	34.61	05/29/2026
73916	Maurice Electri	31.62	05/29/2026
73869	Appalachian Pow	30.51	05/29/2026
73839	One Time Vendor	30.00	05/15/2026
73926	One Time Vendor	30.00	05/29/2026
73793	Augusta Coopera	29.99	05/15/2026
73875	City of Charlot	27.54	05/29/2026
73931	Piedmont Power	26.39	05/29/2026
766299592	EE Incentives	25.00	05/21/2026
73910	Kirchhoff, Gail	24.26	05/29/2026
73832	Martin Hardware	24.20	05/15/2026
73787	Always Batterie	24.14	05/15/2026
73790	API Service Cen	20.00	05/15/2026
73914	Malloy Chevrole	20.00	05/29/2026
73950	UVA Foundation	17.08	05/29/2026
73942	Stanley Martin	15.90	05/29/2026
73923	O'Reilly Automo	14.98	05/29/2026
		<u>6,901,938.90</u>	

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: FY 2026 Capital Improvement Program (CIP) Report STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering	AGENDA DATE: June 18, 2026 CONSENT AGENDA: ACTION: ■ INFORMATION: ■ ATTACHMENTS: YES

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 Program Report
June 2026

Water System CIP Projects

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

Consultant:	Whitman, Requardt & Associates, Inc. (WRA)
Project Status:	Design
Percent Complete:	95%
Contractor:	Undetermined
Construction Start:	2027
Completion:	2029
Total Budget:	\$8,554,900 <i>(increased from \$7,654,900 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$575,459.63

Project Description: This project continues our systematic program to replace undersized and deteriorating asbestos-cement and cast-iron water mains throughout our water distribution system. 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. Project Length = 13,700 LF.

6/9/2026: This project is being split into two phases. Phase 4A will be the portion in downtown Scottsville and we are targeting advertising for construction in late June 2026. Phase 4B will be the replacement of the RWSA's water main along James River Road back to the water treatment plant. Final comments on the Phase 4A portion were provided to WRA on May 26, 2026.

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

Consultants:	Dewberry Engineers, Inc. (Dewberry) and Kimley-Horn and Associates (KHA)
Project Status:	Design/Construction
Percent Complete:	90% Design
Contractors:	RWSA Project – Thalle Construction (Thalle) VDOT Project – Burleigh Construction (Burleigh)
Construction Start:	February 2024
Completion:	December 2028
Total Budget:	\$2,826,400 <i>(increased from \$2,576,400 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$290,588.23

Project Description: This project will replace the oldest active water main remaining in our system serving residents along Fontaine Avenue Extended and Reservoir Road.

This cast iron pipe is over 90 years old and is severely tuberculated, which significantly reduces the flow capacity in this section. Project Length = 1,800 LF.

5/12/2026: Thalle began their bore of RWSA's 54-inch casing pipe under the bypass and encountered difficulties which caused them to halt boring activities. ACSA and RWSA met in April to discuss the feasibility of installing a single larger carrier pipe that would accommodate both RWSA's raw water main and ACSA's finished water main. This design has been approved by VDH and has been presented to Thalle for proposed pricing.

3. Northfields Water Main Replacement (Account Code 1763/1764):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2028
Total Budget:	\$10,330,000 Water and \$1,270,000 Sewer <i>(increased from \$7,930,000 Water and \$1,000,000 Sewer as adopted with FY 2026 Budget)</i>
Spent to Date:	\$547,081.29

Project Description: This project continues our systematic program to replace the aging and undersized asbestos-cement water mains in our system. The existing water mains are approximately 55 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. During design of the Northfields Water Main Replacement Project, ACSA staff identified several sections of sanitary sewer that could be installed along the roadway in coordination with the water main replacement work. These efforts will provide sanitary sewer service to nearly 20 existing neighborhood properties currently served by private septic fields. Project Length = 22,000 LF.

5/12/2026: Two additional easements were acquired over the past month, bringing our total to 14 of 17 easements needed for this project.

4. Barracks West Water Main Replacement (Account Code 1769):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Construction
Percent Complete:	65%
Contractor:	Commonwealth Excavating, Inc. (Commonwealth)
Construction Start:	March 2026
Completion:	October 2026
Total Budget:	\$3,500,000
Spent to Date:	\$1,035,787.22

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. Project Length = 4,300 LF.

6/9/2026: Commonwealth has completed installation of all water mains that fall outside of VDOT R/W. The first connection to the existing water main out in Barracks Road is scheduled for the week of June 15, 2026.



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

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	100%
Contractor:	Undetermined
Construction Start:	September 2026
Completion:	May 2027
Total Budget:	\$3,500,000 <i>(increased from \$3,200,000 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$199,736.30

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. Project Length = 3,000 LF.

6/9/2026: A meeting with the Webland Park Condo Association is scheduled for June 18, 2026, to discuss the easement being requested across their property. ACSA anticipates advertising for construction on June 25, 2026.

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

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2027

Completion:	2028
Total Budget:	\$8,032,300
Spent to Date:	\$297,007.10

Project Description: This project continues our systematic program to replace the PVC water mains in the Raintree and Fieldbrook subdivisions that have been in service since the early 1980's. In addition to replacing these PVC mains, this project will also eliminate pipe saddles at the water service connections that have been failing due to corrosion. Project Length = 12,000 LF.

5/12/2026: Two additional easements were acquired over the past month, bringing our total to 5 of 10 easements needed for this project.

7. Exclusion Meters Replacement (Account Code 1759):

Consultant:	ACSA Engineering
Project Status:	Construction
Percent Complete:	88%
Contractor:	ACSA and Irrigation Contractors
Construction Start:	September 2019
Completion:	2026
Total Budget:	\$527,500
Spent to Date:	\$443,761.23

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 private exclusion meters and required all future irrigation meters be tapped separately off our water mains. 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.

6/9/2026: Field activities continue with our Maintenance Department and there are 61 private exclusion irrigation meters that remain in our system.

Sewer System CIP Projects

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

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	100%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2028
Total Budget:	\$9,683,800 <i>(increased from \$8,983,800 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$567,265.28

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 has insufficient capacity 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 that the sewer main be increased in size by replacing it in place. Project Length = 6,900 LF.

6/9/2026: Comments on the Water Protection Ordinance (WPO) Permit were received from the County on June 9, 2026. Baker is reviewing these comments, along with comments received from VDOT.

9. Buckingham Circle Sewer (Account Code 1802):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Design
Percent Complete:	90%
Contractor:	Undetermined
Construction Start:	2027
Completion:	2028
Total Budget:	\$4,000,000 <i>(increased from \$3,100,000 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$156,226.70

Project Description: Over the past few years, numerous residents of the Buckingham Circle Subdivision have contacted the ACSA expressing interest in connecting to the public sanitary sewer system. 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, more than 70% of the property owners have expressed interest in connecting to public sewer if it was made available.

5/12/2026: A review meeting was held with Dewberry May 4, 2026, to discuss ACSA's comments on the 90% Design Documents.

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

Consultant:	Michael Baker International, Inc. (Baker)
Project Status:	Design
Percent Complete:	60%
Contractor:	Undetermined
Construction Start:	2026
Completion:	2027
Total Budget:	\$8,593,715 <i>(increased from \$8,493,715 as adopted with FY 2026 Budget)</i>
Spent to Date:	\$342,880.02

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. 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 the public sewer if it was made available.

6/9/2026: Comments on the proposed geotechnical boring locations have been returned to Baker. ACSA will need to prepare the VDOT Land Use Permit application ahead of any field activities.

11. Crozet Phase 3 SSES (Account Code 1803):

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Construction
Percent Complete:	0%
Contractor:	ACSA and Prism Contractors & Engineers, Inc. (Prism)
Construction Start:	January 2025
Completion:	December 2026
Total Budget:	\$400,000
Spent to Date:	\$270,188.84

Project Description: As part of the ACSA's continuing efforts to identify and reduce groundwater (infiltration) and stormwater (inflow) entering the sanitary sewer system, the Crozet Phase 3 Sanitary Sewer Evaluation Survey (SSES) will evaluate a portion of the Crozet collection system primarily north of the railroad tracks. Evaluation efforts include but are not limited to flow metering, manhole inspections, smoke testing, and CCTV inspections.

6/9/2026: The final report has been received and approved. Summary of the findings indicates the system is in overall good condition. Recommendations from the evaluation primarily relate to manhole rehabilitation and elimination of inflow sources discovered through smoke testing efforts. Below is a summary of the manhole rehabilitation work identified. These will be handled by a combination of in-house crews and Prism.

Rehabilitation	# of Manholes	% of Manholes in Drainage Area
Reset MH Frame and Cover	7	2.9%
Seal Frame to Cone	61	25.2%
Repair Hole/Crack	9	3.7%
Coat Manhole	8	3.3%
Repair Pipe Connection	15	6.2%
Seal MH Joint	26	10.7%
Repair Bench/Channel	1	0.4%
Clean Manhole	37	15.3%

Below are two excerpts from the final report. The first is a map of the drainage area where three flow meters were installed to gather sewer flow data. The second is a hydrograph from one of the sewer flow meters. Hydrographs identify the flow pattern associated with typical sanitary sewer flows as well as responses to rainfall.

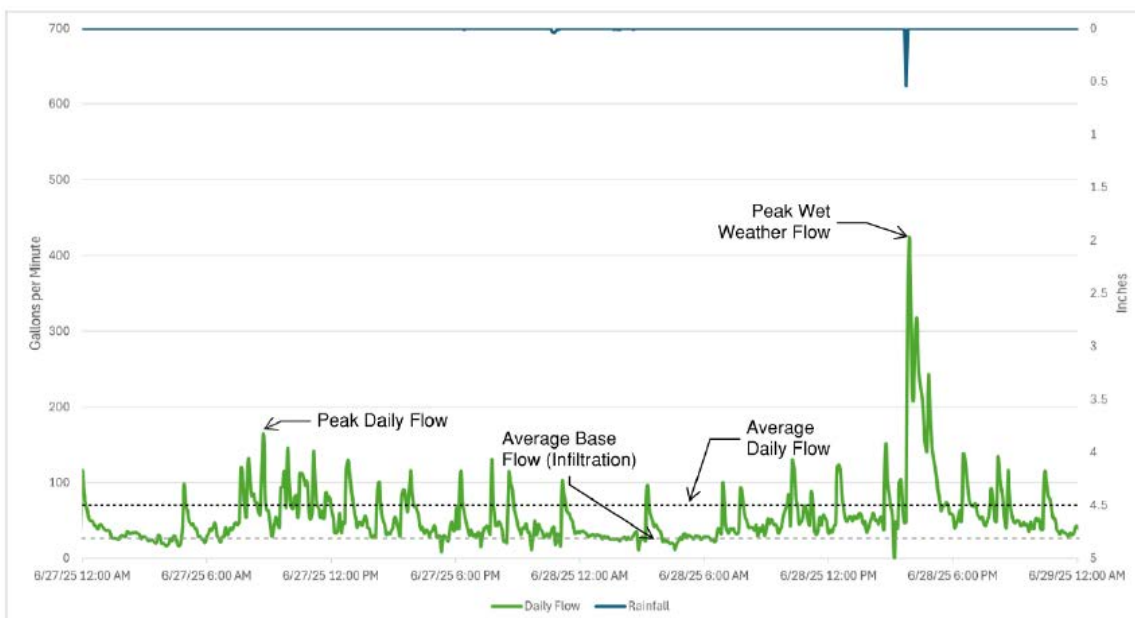
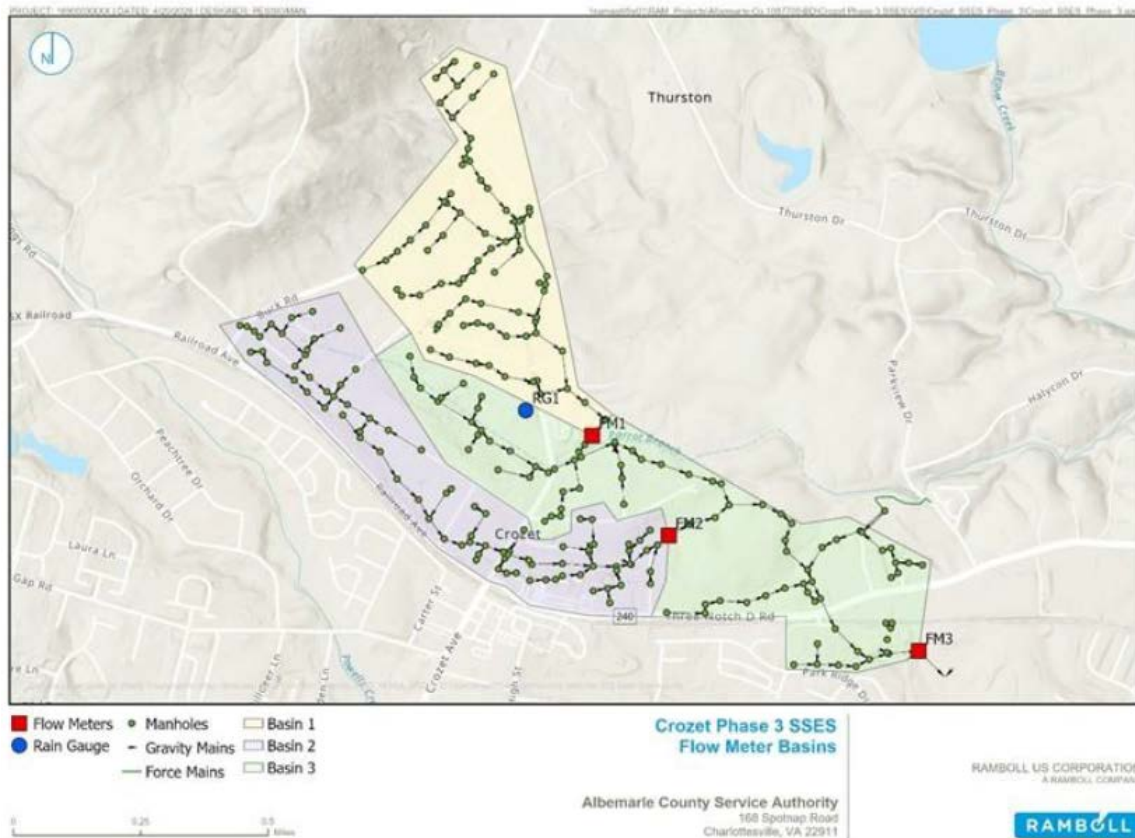


Figure 2-3: Hydrograph Components

12. FY 2025 Miscellaneous Sewer Rehabilitation (Account Code 1909):

Consultant:	OBG, A Ramboll Company (Ramboll) and Dewberry Engineers (Dewberry)
Project Status:	Construction
Percent Complete:	Underway
Contractor:	Prism Contractors & Engineers, Inc. (Prism)
Construction Start:	June 2024
Completion:	November 2025
Total Budget:	\$500,000
Spent to Date:	\$520,680.63

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

6/9/2026: Prism is targeting the week of June 15, 2026, to perform manhole rehabilitation work associated with Work Order No. 3.

13. FY 2026 Miscellaneous Sewer Rehabilitation (Account Code 1910):

Consultant:	Ramboll and Kimley-Horn
Project Status:	Construction
Percent Complete:	Underway
Contractor:	Prism Contractors & Engineers, Inc. (Prism)
Construction Start:	August 2025
Completion:	August 2026
Total Budget:	\$500,000
Spent to Date:	\$91,690.98

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

6/9/2026: The VDOT Land Use Permit application was submitted to the Charlottesville Residency on June 8, 2026, in advance of sewer relining at the intersection of Greenbrier Drive and Commonwealth Drive.

Non-Utility and Facility CIP Projects**14. Energy Audit (Account Code 1625):**

Consultant:	OBG, A Ramboll Company (Ramboll)
Project Status:	Construction
Percent Complete:	100%
Contractor:	ACSA Facilities Group and Blue Whale EV
Construction Start:	July 2023
Completion:	May 2026
Total Budget:	\$390,000
Spent to Date:	\$363,281.55

Project Description: This project consists of a comprehensive energy audit of the Operations Center and all pump stations. The Energy Audit evaluated current energy consumption and the factors that drove it, as well as analysis of our utility rate structures to identify potential cost savings. Surveys were conducted of all systems, including operation and maintenance procedures to determine where energy conservation could be improved. Recommendations from the Energy Audit included: LED Lighting Retrofit, Occupancy Based HVAC Controls, replacement of Domestic Water Heater, improved efficiencies of water and wastewater pumps, pursuit of Electric Fleet Vehicles (EV) and exploration of Solar Photovoltaic renewable energy.

6/9/2026: Four (4) EV Chargers have been placed into operation at the Spotnap site. The project will be removed from the CIP Monthly Report.

15. Avon Operations Center (Account Code 1622):

Consultant:	Dewberry Engineers, Inc. (Dewberry)
Project Status:	Construction
Percent Complete:	80%
Contractor:	Daniel & Company, Inc. (DCI)
Construction Start:	January 2025
Completion:	December 2026
Total Budget:	\$18,000,000
Spent to Date:	\$13,876,090.04

Project Description: As part of the Operations Center Expansion Study our consultant reviewed all properties owned by ACSA that could be utilized as we continue to 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. The future expansion of granular activated carbon (GAC) at the Crozet Water Treatment Plant site will result in the loss of much of the ACSA's storage space at that site. 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.

6/9/2026: Site retaining wall work is nearing completion and Dominion Energy is scheduled to install permanent power to the facility within the next 3-4 weeks. ACSA IT has begun installing interior network cabling on the upper floor and is coordinating efforts with the internet service provider on the fiber service. The pad for the generator has been poured, and the epoxy flooring is being installed this week. We continue targeting Substantial Completion for this project around the middle of October.





16. Emergency Response Plan Update (Account Code 1604):

Consultant:	Launch! Consulting (Launch!)
Project Status:	Study
Percent Complete:	99%
Construction Start:	October 2025
Completion:	June 2026
Total Budget:	\$80,000
Spent to Date:	\$73,070.60

Project Description: To comply with the America's Water Infrastructure Act (AWIA) of 2018, ACSA must update its Emergency Response Plan (ERP) to address risks from natural hazards and malevolent acts. This project will ensure compliance by reviewing and updating ACSA's ERP to reflect current risks, operational changes, and best practices. The deadline for updating the ERP is June 30, 2026.

6/9/2026: A meeting with Launch! was held on May 26, 2026, to discuss remaining comments on the report. The final report and certification will be completed by the June 30, 2026, deadline.

17. ArcFlash Hazard Assessment (Account Code TBD):

Consultant:	Kimley-Horn and Associates, Inc. (KHA)
Project Status:	Study
Percent Complete:	0%
Construction Start:	May 2026
Completion:	December 2026
Total Budget:	\$160,000
Spent to Date:	\$0

Project Description: This project consists of performing ArcFlash hazard assessments at 19 sites across the ACSA's service area. These assessments will provide ACSA personnel and authorized contractors with information to understand energy levels present at electrical equipment and the appropriate Personal Protective Equipment (PPE) to wear when maintaining the energized equipment.

6/9/2026: A scoping meeting was held on May 21, 2026, and a Letter of Agreement was issued to KHA on May 22, 2026. Site visits to each of the facilities are expected to take place within the next month.

Albemarle County Service Authority (ACSA)
Active Private Development Projects
June 2026

1. 664 West Rio Road (Rio): Water main extension to serve an 88-unit apartment building, as well as a self-storage facility. This site is located east of the intersection of West Rio Road and Berkmar Drive, across from Daily Progress.
2. 999 Rio Road (Rio): Water and sewer main extensions to serve 24 residential units. This site is located at the intersection of Rio Road East and Belvedere Boulevard.
3. **Airport Industrial Complex (Rio)**: Water and sewer main extensions to serve nearly 135,000 square feet of light industrial space spread out over nine buildings at the end of Timberwood Boulevard and Dobleann Drive off Airport Road.
4. Albemarle County Regional Jail Expansion and Renovation (Scottsville): Water main extension to serve fire hydrant for the expansion and renovation of the existing facility along Avon Street Extended.
5. Archer North – Phase 1 (Rivanna): Water and sewer main extensions to serve 78 residential units. This development will replace the Ridgewood Mobile Home Park, located at the corner of Seminole Trail and Ashwood Blvd.
6. Ashcroft Phase 3 (Rivanna): Water main extensions to serve 76 residential units. This development connects to Lego Drive just north of the Ashcroft Clubhouse.
7. Bamboo Grove (White Hall): Water and sewer main extensions to serve 6 residential units. This development is located along Orchard Drive, just north of the intersection with Jarmans Gap Road.
8. Belvedere Phase 4C (Rio): Water and sewer main extensions to serve 79 residential units at the northern end of Belvedere Boulevard.
9. **Berkmar Flats (Rio)**: Water and sewer main extensions to serve 14 residential units along Woodburn Road, between Victorian Heights and Berkmar Overlook.
10. Biscuit Run Park Athletic Fields (Scottsville): Water meter to serve grass athletic fields at the Biscuit Run Park, located along Scottsville Road just south of Avon Street Extended.

11. Breezy Hill Subdivision (Scottsville): Water and sewer main extensions to serve 80 single family homes near the intersection of Richmond Road and Running Deer Drive.
12. Brookhill Block 18 (Rivanna): Water and sewer main extensions to serve 194 single family homes in the Brookhill subdivision, located along the eastern side of Halsey Avenue and north of the Montgomery Ridge Subdivision.
13. Dunlora Village Phase 2 (Rio): Water and sewer main extensions to serve 130 single family homes in a new phase of Dunlora Village, located at the end of Miranda Xing.
14. Fifth Street Landing Self-Storage (Scottsville): Water main extension to serve 4-story self-storage building at the northeast corner of Interstate 64 and 5th Street Extended interchange.
15. **Forest Lakes Self-Storage (Rivanna)**: Water main extension to serve nearly 106,000 square feet of storage space along Worth Crossing, just north of the Forest Lakes Food Lion.
16. **Gropen Facility – Phase 2 (Scottsville)**: Water main extension to serve the existing Gropen facility and their expansion at 1766 Scottsville Road.
17. Holly Hills Development Phase I (Rivanna): Water and sewer main extensions to serve 318 multi-family residential units. This site is located along Seminole Trail, just south of Hollymead Drive.
18. Holly Hills Development Phases II & III (Rivanna): Water and sewer main extensions to serve 72 residential units. This site is located along Seminole Trail, just south of Hollymead Drive.
19. Maplewood (Rivanna): Water and sewer main extensions to serve 70 multi-family residential units at the intersection of Proffit Road and Worth Crossing.
20. Montgomery Ridge Phase 4 (Rivanna): Water and sewer main extensions to serve 14 single family homes in a new phase of Montgomery Ridge, located off Montgomery Ridge Drive.
21. Old Ivy Residences (Jack Jouett): Water and sewer main extensions to serve 525 residential units. This site is located along Ivy Road just east of Route 29/250 Bypass.

22. Southwood Redevelopment Village 3 (Scottsville): Water and sewer main extensions to serve 127 single family units and 10 condominium units. This project is located along the eastern side of Horizon Road, south of Hickory Street.
23. **Three Notch'd Center (White Hall)**: **Water main extension to serve a commercial office building just east of 5380 Three Notch'd Road.**
24. Woodbrook Apartments (Rio): Water main extensions to serve 244 multi-family residential units along Woodburn Road, north of Agnor Elementary School.

*Projects listed in bold font are new projects added to the list.

JML/jl

0506 Active Private Development Projects 06182026

ALBEMARLE COUNTY SERVICE AUTHORITY

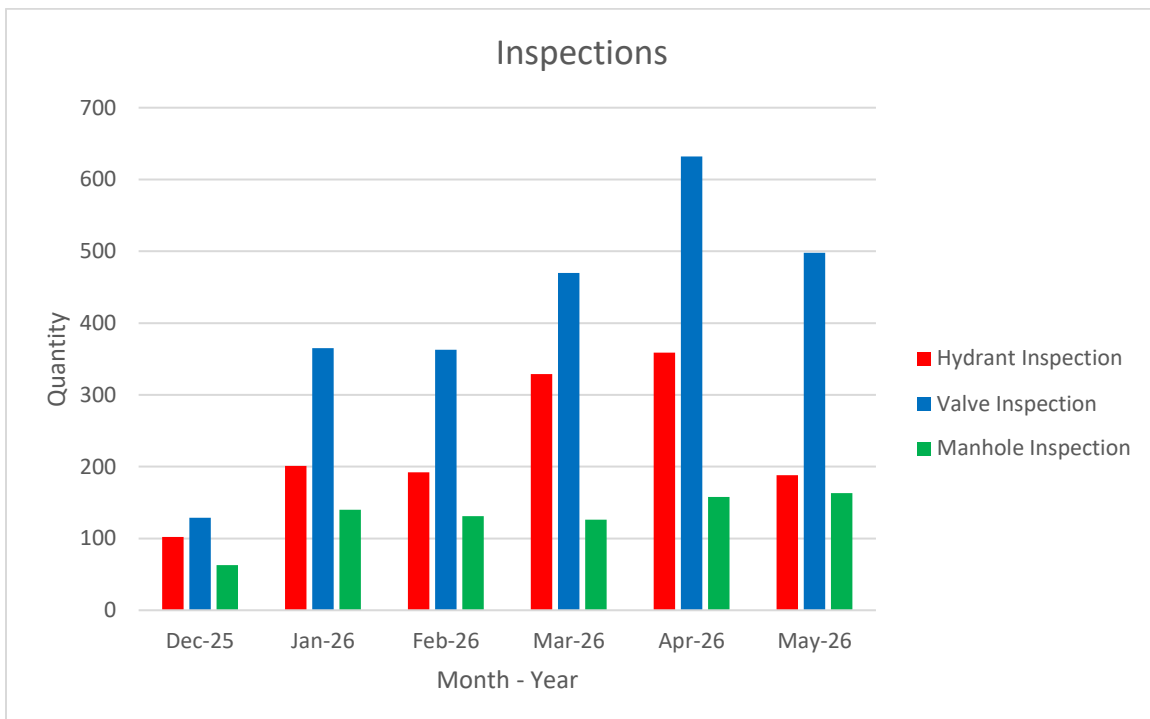
AGENDA ITEM EXECUTIVE SUMMARY

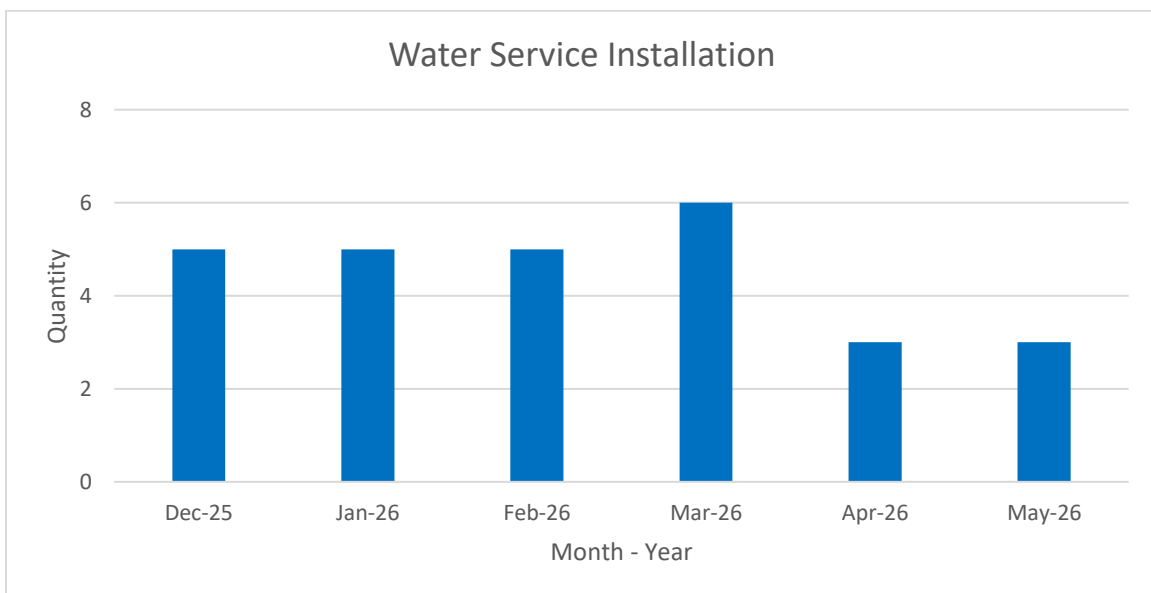
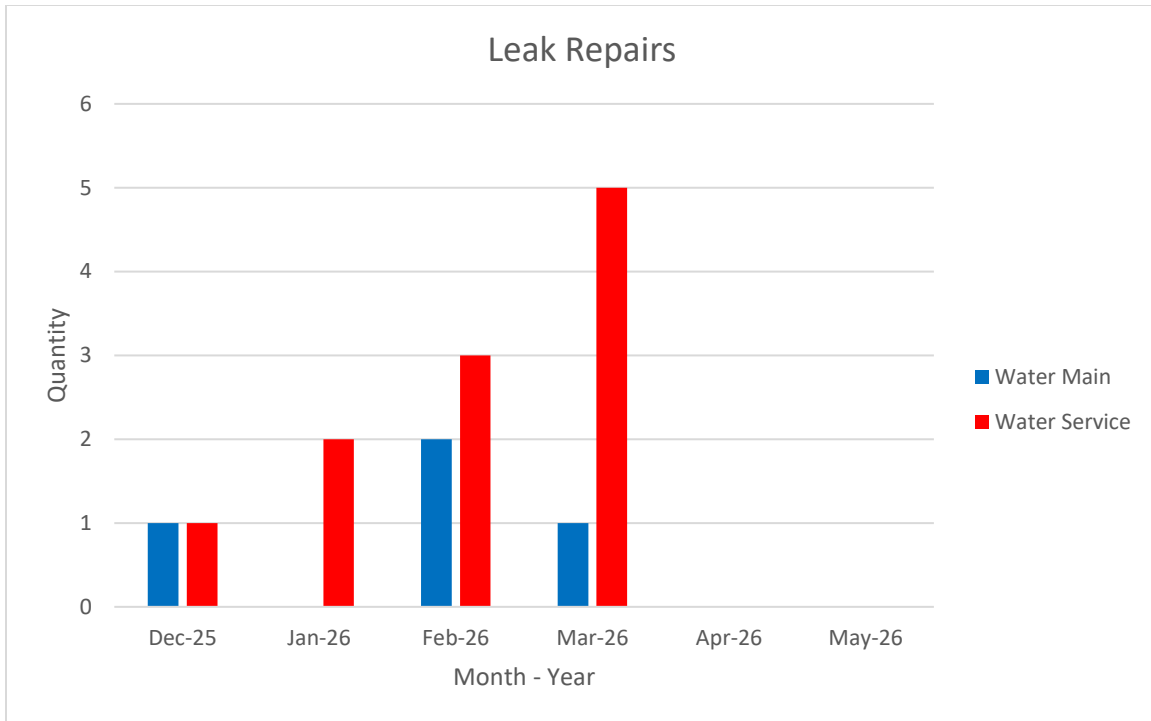
AGENDA TITLE: FY 2026 Monthly Maintenance Update Report STAFF CONTACT(S)/PREPARER: Alexander J. Morrison, P.E., Director of Operations	AGENDA DATE: June 18, 2026 CONSENT AGENDA: ACTION: ■ INFORMATION: ■ ATTACHMENTS: No

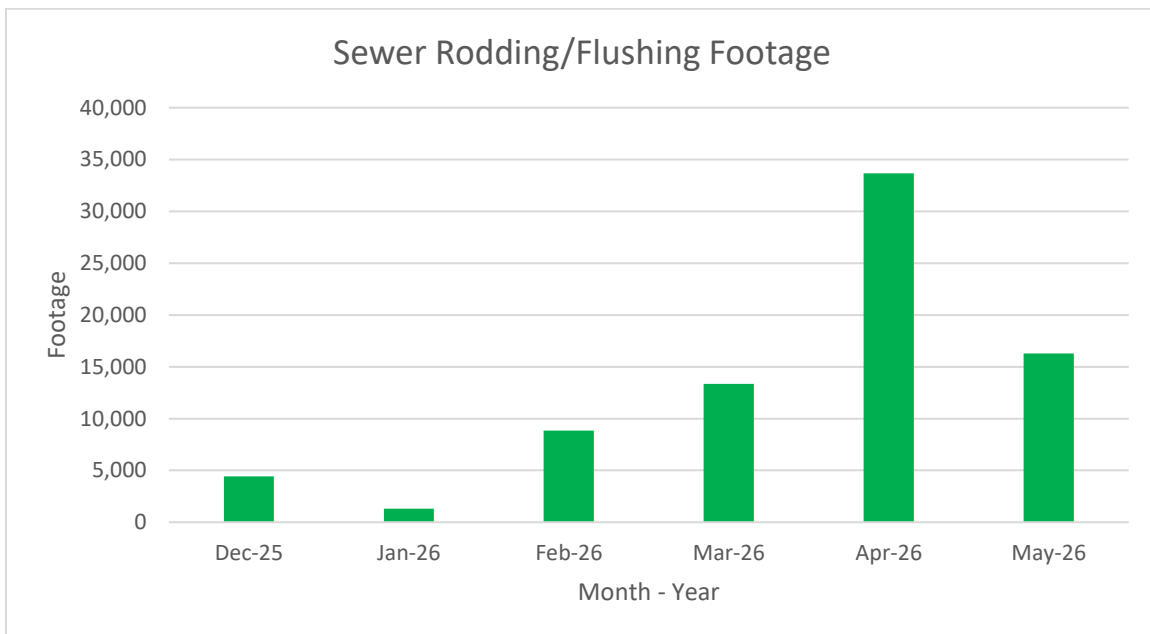
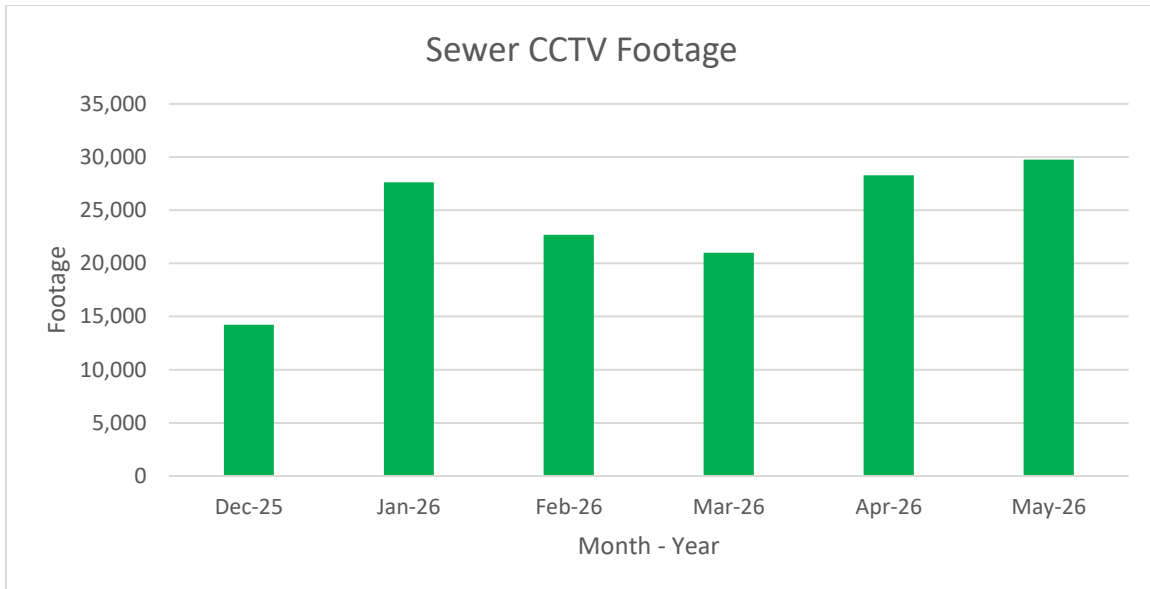
BACKGROUND:

Current total years of service in the Maintenance Department: 349.3 years
 Current average years of service in the Maintenance Department: 10.0 years
 Current number of employees in the Maintenance Department: 35

Below are 5 graphs depicting various monthly routine Maintenance Department activities for the previous 6-month period, based on completed Cityworks work orders and inspections.



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

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

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

DISCUSSION:

- Routine Monthly Maintenance Activities
 - Inspections: Valve, fire hydrant, and manhole inspections decreased in May due to weed eating activities around fire hydrants, the installation of a water sample station, and assistance with fire hydrant repairs. Future reports will also include repair and replacement activities for valves, valve boxes, fire hydrants, and manhole frames and covers. This additional reporting will help illustrate the balance between routine inspections and repair work as part of our overall monthly maintenance activities. The repair/replace information for the Month of May is as follows:
 - Repair Fire Hydrant: 2
 - Repair/Replace Water Valve Box: 11
 - Replace or Reset Manhole Frame and Cover: 9
 - Leak Repairs: There were no water service line leaks or water main leaks during the month of May.
 - Water Service Installation: Three new water service installations were completed in May.
 - Sewer CCTV Footage: CCTV activity remained steady during May with a total of 29,750 feet of sewer main inspected.
 - Sewer Rodding/Flushing Footage: A total of 16,280 feet of sewer main was rodded or flushed in May. This total was lower than April due to wet well cleaning, assistance with manhole repairs, and a vacation.
 - Facilities Inspections: In May, completed inspections are as follows:
 - 149 Generator Inspections
 - 343 Pump Inspections
 - 85 Sewer PS Inspections
 - 71 Water PS Inspections
 - 9 Fire System Inspections
 - 4 UST Inspections

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

BUDGET IMPACT: None.

RECOMMENDATIONS: None.

BOARD ACTION REQUESTED: Approval of the Consent Agenda.

ATTACHMENTS: No

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Monthly Information Technology Department Update STAFF CONTACT(S)/PREPARER: April Walker, Director of Information Technology	AGENDA DATE: June 18, 2026 ACTION: ☐ INFORMATION: ☒ ATTACHMENTS: None

Information Technology

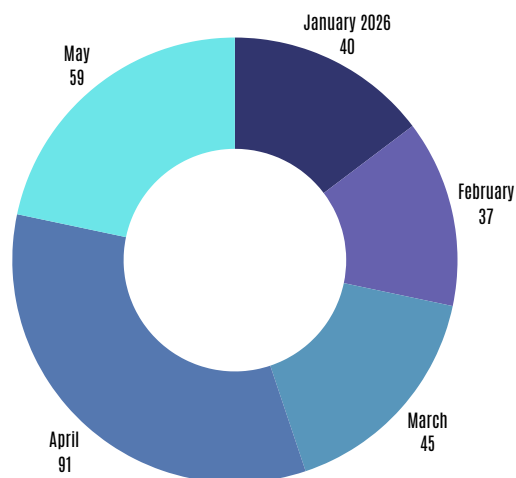
Background:

Our Systems Engineer, Jason Harlow and our Systems Analyst, Sabrina Seay, oversee all Information Technology operations. Their responsibilities include managing Help Desk tickets, coordinating employee onboarding and offboarding, and administering the intranet, website, servers, and software systems.

Last month, they:

- Resolved **59** Help Desk tickets
- Upgraded **3** computers

2026 HELP DESK TICKET COMPARISON



I.T. DEPARTMENT'S MONTHLY ROUTINES

Digital & Physical Security

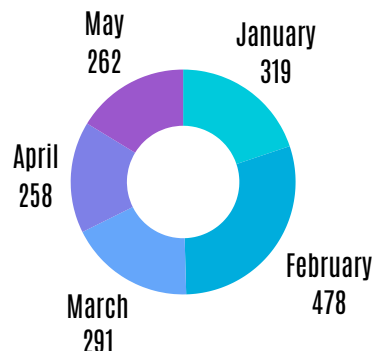
Background:

Our ISO/Systems Engineer, Solomon Wondimu, oversees all digital security, while our Information Technology Technician, Tron Henson, is responsible for physical security.

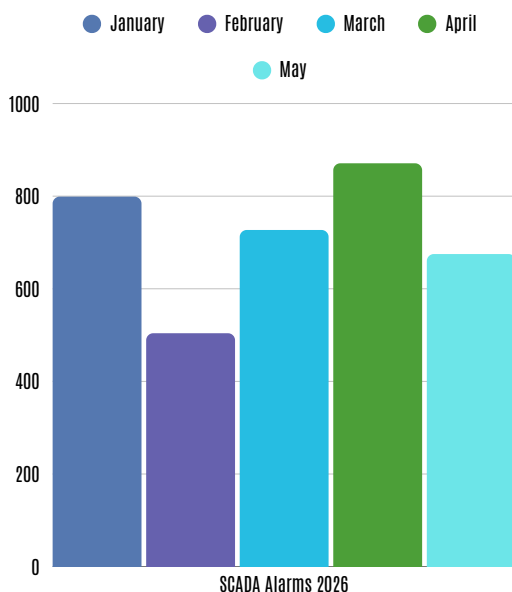
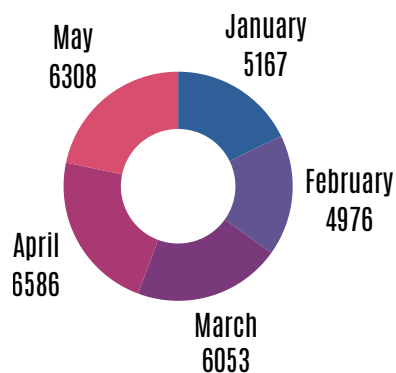
Last month, they:

- Investigated **262** physical security alerts at the Operations Center
- Investigated **6,308** physical security alerts at water storage tanks and pump stations.
- Investigated **151** modem alerts.
- Implemented **198** firewall pattern updates

OPERATIONS CENTER ALERTS 2026



PUMP STATIONS & TANKS ALERTS 2026



SCADA & AMI

Background:

Our SCADA system and AMI base stations are handled by our SCADA Technician, Eddie Glass.

Last month, he:

- Investigated **675** SCADA alarms.
- Investigated **26** AMI modem alerts
- Completed **3** SCADA Work Orders.

I.T. DEPARTMENT'S MONTHLY ROUTINES

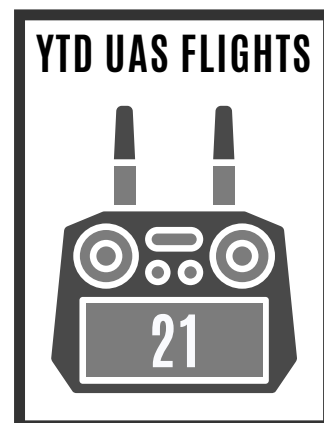
Geographic Information Systems (GIS)

Background:

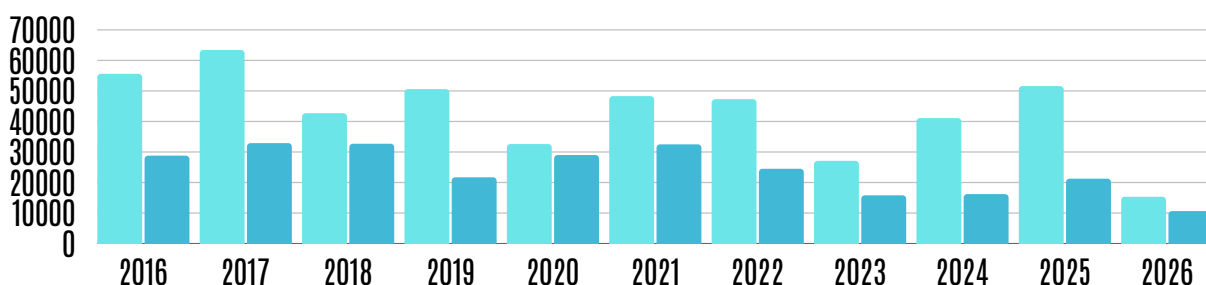
Our GIS operations are managed by GIS & CMMS Coordinator Justin Ray and GIS Technician Elise Kiewra. XY locates are handled primarily by IT Technician Tron Henson.

Last month, they:

- Digitized **1,207.8 ft** sewer lateral lines (Total 20,991 ft)
- Digitized **129.4 ft** sewer force mains (Total 36,445.2 ft)
- Digitized **2,482 ft** sewer gravity mains (Total 1,756,715.9 ft)
- Digitized **1,775.1 ft** water mains (Total 2,070,052.8 ft)
- Digitized **896.9 ft** water service lines (Total 513,198.4 ft)
- Fulfilled **17** external map requests
- Fulfilled **1** external data request
- Completed **1** Update GIS work order
- Completed **6** UAS Flights
- GPS located **47** assets



FOOTAGE OF WATER AND SEWER GRAVITY MAINS GIS DIGITIZATION



Custom Reporting

Background:

Our Utility Data Analyst, Phillip Neill, is responsible for developing and maintaining custom reports that transform complex operational and customer data into clear, actionable insights.

Last month, he:

- Continued working on migration from Crystal Reports and Smart Report Organizer to SQL Server Reporting Services
- Created a process in Power Automate to alert staff when new files are added in folders.
- Cleaned up report formats that were affected by a Cityworks conversion.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

I.T. DEPARTMENT'S LARGE PROJECT PARTICIPATION



AZURE MIGRATION

IN PROGRESS: Six proposals were received and evaluated by a committee comprised of representatives from each department. Following the committee's scoring process, two firms were shortlisted for further consideration. The top-ranked proposers will participate in presentations and interviews later this month, after which negotiations will begin with the selected firm.



AMI INFRASTRUCTURE INSPECTIONS

IN PROGRESS: Semi-annual preventative maintenance and inspections are underway. During each site visit, we clean the cabinet, update firmware, inspect electrical connections for tightness and signs of corrosion, verify Cordex voltage levels, test and replace batteries as needed, and perform a visual inspection of antennas. Inspection photos and documentation are uploaded to Cityworks.



AVON OPERATIONS CENTER- NETWORKING & SECURITY

IN PROGRESS: We have begun installing the interior network cabling on the upper level of the building and are actively configuring the network switches. We are awaiting the installation of fiber service by our internet service provider, which is contingent upon the building receiving permanent electrical service. In the meantime, we continue to procure owner-furnished materials, including the firewall, fiber patch panels, network racks, and other networking infrastructure.



SCADA COMMUNICATIONS

IN PROGRESS: We have continued discussions with T-Mobile as part of our efforts to establish a redundant private network for our SCADA system. Several T-Mobile devices have been tested throughout our service area, and we have been pleased with the coverage and performance achieved. We are currently engaged in ongoing discussions and contract negotiations with T-Mobile to serve as a redundant cellular carrier for ACSA.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY



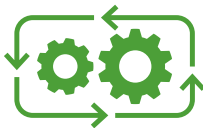
CUSTOMER INFORMATION SYSTEM (CIS)

IN PROGRESS: The discovery phase is ongoing, we've provided several copies of databases for SpryPoint to review. Core team training is currently being scheduled for early fall. Data migration activities are expected to begin in the near future.



SECURITY SYSTEM UPGRADES- PUMP STATIONS

IN PROGRESS: We have begun the Installations at the Old Forge, Georgetown, and Glenmore Water Pump Stations. While initial work has begun, the project remains on hold pending the installation of network wiring associated with the Avon Project.



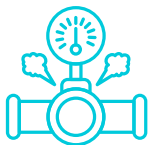
SCADA SYSTEM ASSESSMENT

IN PROGRESS: The upgrades and rewiring of the programmable logic controllers (PLCs) and human-machine interface (HMI) terminals at the North Fork Regional Pump Station and Camelot Pump Station have been successfully completed. We have ordered new HMIs for the Ashcroft and Georgetown systems. We have also received the new SCADA servers and will begin the configuration and deployment process in the coming weeks.



PUMP SYSTEM UPGRADES- MADISON PARK PUMP STATION

IN PROGRESS: IT is working closely with the system integrator and contractor to coordinate the installation and configuration of an emergency generator. In addition, efforts are underway with the contractor to install an emergency bypass pump and temporary connection to ensure operational continuity during the project.



PRV VAULT- PREVENTATIVE MAINTENANCE

IN PROGRESS: Semi-annually we conduct preventative maintenance on all PRVs. We are replacing air filters, cleaning the cabinets and checking the connections.

ACKNOWLEDGEMENTS: We thank you for your continued support in our efforts.

BOARD ACTION REQUESTED: Informational

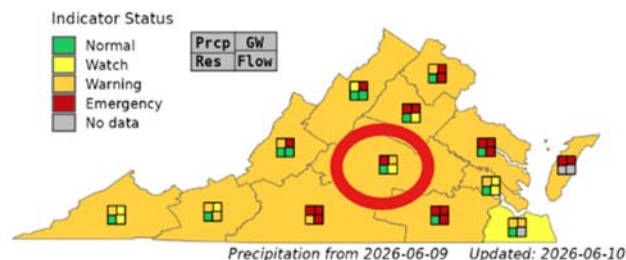
ATTACHMENTS: None

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Rivanna Water & Sewer Authority (RWSA) Monthly Update STAFF CONTACT(S)/PREPARER: Quin Lunsford, Executive Director	AGENDA DATE: June 18, 2026 CONSENT AGENDA: Informational ATTACHMENTS: No

BACKGROUND: This report continues the monthly updates on the Rivanna Water & Sewer Authority (RWSA) projects, Board meetings, and follow-up items. Below are updates on RWSA major projects and issues, including updates from the RWSA May 26th Board packet.

- Drought and Water Supply Update:** The Virginia Drought Monitoring Task Force (DMTF) met on June 9th, to assess current drought conditions and noted that 100% of the Commonwealth's land area is experiencing some level of drought conditions. Drought indicator status for our region is illustrated below and reflects an "emergency" status for precipitation, "warning" status for groundwater, "watch" status for stream flows, and a "normal" status for reservoirs. The RWSA, ACSA, and City continue to monitor reservoir levels, weather predictions, and streamflow data to utilize the hydrologic model and assist the regional drought committee in decisions related to localized assessment of drought stages and necessary conservation measures.



DAILY WATER STATUS REPORT

WATER DEPARTMENT

06/10/2026

Reservoir	Level	%Full	Rainfall#	Flow Release to River#
South Rivanna	Full	100.00	0.00"	Spillway Overflow
Ragged Mountain	-0.55'	97.79	0.00"	0.03 MGD
Sugar Hollow	-0.29'	98.67	0.00"	6.9 MGD
Beaver Creek	-0.05'	99.40	0.00"	N/A
Totier Creek	Full	100.00	0.02"	Spillway Overflow

AGENDA ITEM EXECUTIVE SUMMARY

- **Industrial User Monitoring and Reporting of Per-and Polyfluoroalkyl Substances (PFAS)**: The RWSA received notice from the VDEQ that during the 2026 General Assembly session, legislation was passed and incorporated into the Code of Virginia that mandates every publicly owned treatment works (POTW) require quarterly discharge monitoring and reporting for PFAS by specified categories of industrial users that are a source of indirect discharge to the POTW. Additionally, POTWs are required to report the PFAS monitoring results from the industrial users to the VDEQ on a quarterly basis. ACSA, City, and RWSA staff reviewed the monitoring and reporting requirements to discuss the need to identify facilities that will be required to be tested and who will perform the testing. We will provide additional information as these teams work through the details of the new requirements.

Summary:

RWSA Major Project Schedule	Construction Start Date	Construction Completion Date
Central Water Line, Phase 1	October 2025	December 2029
Red Hill Water Treatment Plant Upgrades	January 2025	June 2027
South Fork Rivanna River Crossing	December 2024	September 2027
RMR to OBWTP Raw Water Line & Pump Station	February 2025	June 2029
MC Building Upfits & Gravity Thickener Improvements	May 2025	May 2027
MC Structural & Concrete Rehabilitation	May 2025	May 2027
Crozet Pump Stations Rehabilitation	December 2025	July 2027
MC Administration Building Renovation & Addition	August 2025	December 2027
SVWRRF Permit Modification Upgrades	June 2026	June 2027
RMR Pool Raise	September 2025	December 2026
Sewer and Manhole Repairs, Phase 2	December 2025	June 2027
Crozet WTP GAC Expansion – Phase I	March 2026	May 2028
SVWRRF Generator Replacement	April 2026	June 2027
SRR to RMR Pipeline, Pump Station & Intake	March 2026	December 2030
Glenmore WRRF Upgrade, Phase 1	June 2026	August 2027
SRWTP – PAC Upgrades	June 2026	June 2027
Sodium Hypochlorite Tank Replacement, OBWTP	September 2026	July 2027

AGENDA ITEM EXECUTIVE SUMMARY

Central Water Line, Phase 2	March 2027	December 2029
MC Pump Station Slide Gates, Valves, Bypass, & Septage Receiving Upgrades	March 2027	December 2028
Beaver Creek Dam Spillway Modifications	January 2030	December 2032
Beaver Creek Raw Water Pump Station, Intake, and Piping	March 2027	December 2029
Upper Schenks Branch Interceptor, Phase 2	2027	2029
Dam Concrete & Steel Repairs	March 2027	May 2028
Airport Road Water Storage Tanks and Pumps	September 2026	September 2029
North Rivanna River Crossing and Piping	September 2027	December 2030

- **Central Water Line, Phase 1**

Design Engineer:	Michael Baker International (Baker)
Construction Contractor:	Sagres Construction Corp. (Alexandria, VA)
Construction Start:	October 2025
Percent Complete:	16%
Completion:	December 2029
Budget:	\$58,000,000

Current Status: Contractor has completed RWSA and City water line installation in Stage 1 area (Stadium to Lewis Street), passed the pressure tests, and will complete pavement and sidewalk restoration this month. Water line installation work began on JPA for Stage 2. A second pipe installation crew will be mobilizing in June and they will begin work near the intersection of Cherry Avenue and Roosevelt Brown Boulevard and work south toward Cleveland Avenue in an effort to complete work in front of the two school zones this summer. RWSA has sent out mailers for a public meeting with the Fifeville Neighborhood on June 2, 2026 at 6 p.m. at the County Office Building off 5th Street Extended.

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, including the ACSA water service area.

This proposed new Central Water Line builds on the ACSA investments in additional water supply at Ragged Mountain and at the newly expanded Observatory Water Treatment Plant. This new line will allow a connection from the water plant to the urban water service areas of ACSA.

AGENDA ITEM EXECUTIVE SUMMARY

- **Red Hill Water Treatment Plant Upgrades**

Design Engineer:	Short Elliot Hendrickson (SEH)
Construction Contractor:	Anderson Construction (Lynchburg, VA)
Construction Start:	January 2025
Percent Complete:	30%
Completion:	June 2027
Budget:	\$2,050,000

Current Status: Construction of the new Chemical Storage and GAC building continues. The foundation concrete slab for the building has been poured.

History: The Red Hill Water Treatment Plant was constructed in a joint effort by the ACSA and RWSA in 2009 and consists of a well, pneumatic tank and pump house that provides treated water to the Red Hill Elementary School and adjoining neighborhood. The current building is beyond its physical capacity and this project serves to expand the building and improve the configuration of the process and laboratory needs of the WTP.

- **South Fork Rivanna River Crossing**

Design Engineer:	Michael Baker International (Baker)
Construction Contractor:	Faulconer (Charlottesville, VA)
Construction Start:	December 2024
Percent Complete:	70%
Completion:	September 2027
Budget:	\$6,550,000

Current Status: Faulconer Construction terminated its contract with the tunnel drilling subcontractor and is hiring a second subcontractor to complete the tunnel under the river. A portion of Old Rio Mills Road will be closed for several more months during construction of the 24" water line.

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 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 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.

AGENDA ITEM EXECUTIVE SUMMARY

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

Design Engineer:	Kimley-Horn
Design Contractor:	Thalle Construction (Hillsborough, NC)
Construction Start:	February 2025
Percent Complete:	30%
Completion:	June 2029
Current Project Estimate:	\$61,490,000

Current Status: Pipeline construction continues between Ragged Mountain Reservoir and the new pump station on Reservoir Road. Construction of the pump station continues, and the Contractor has begun installing concrete block and brick masonry, after completing the concrete slab earlier in the month. The Contractor began installing the raw water main under US-29 via jack and bore, but ran into very large boulders that impeded the work. Staff and the Contractor are working together to assess the geotechnical conditions and determine a path forward.

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 will replace the existing Stadium Road and Royal Pump Stations, which have exceeded their design lives. The pump station will pump up to 10 mgd of raw water to the Observatory WTP. The 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.

- **MCAWRRF Building Upfits and Gravity Thickener Improvements**

Design Engineer:	Short Elliott Hendrickson (SEH)
Construction Contractor:	English Construction (Lynchburg, VA)
Construction Start:	May 2025
Project Status:	27%
Completion:	May 2027
Current Project Estimate:	\$11,800,000

AGENDA ITEM EXECUTIVE SUMMARY

Current Status: Contractor continues framing and utility relocations in the Blower Building. In the Vehicle Maintenance Building, the walls are being framed for the new office space, and demolition work for the new oil storage room is ongoing.

History: This project addresses the renovation needs of the current maintenance and operations building space requirements, improvements to the existing gravity thickener system, and installation of actuators on the secondary clarifier influent gate valves.

- **MCAWRRF Structural and Concrete Rehabilitation**

Design Engineer:	Hazen and Sawyer (Hazen)
Construction Contractor:	WM Schlosser (Hyattsville, MD)
Construction Start:	May 2025
Project Status:	27%
Completion:	May 2027
Current Project Estimate:	\$15,500,000

Current Status: Roofing and gutter installation on the North Maintenance Shed is ongoing. Concrete work in the equalization basins is ongoing, and blasting and painting work began in one of the primary clarifiers. A separate Board report is included this month for a budget increase.

History: This project comprises rehabilitation, repair and installation of multiple structural components throughout the MCAWRRF facility, to include concrete repairs in both the equalization basis and holding ponds, and rehabilitation to other components of the system.

- **Crozet Pump Stations Rehabilitation**

Design Engineer:	Wiley Wilson
Construction Contractor:	Waco, Inc. (Sandston, VA)
Construction Start:	December 2025
Percent Complete:	7%
Completion:	July 2027
Budget:	\$12,350,000

Current Status: Contractor has mobilized to Pump Station No. 2. Bypass pumping was installed and tested. Renovations are underway.

History: The Crozet pump stations were originally constructed in the 1980's with many of the original components still being utilized. This project includes replacement of pumps, valves, roof replacements, siding replacements, installation of new wells, new electrical motor control centers, generators, and power transfer switches.

AGENDA ITEM EXECUTIVE SUMMARY

- **Moores Creek Administration Building Renovation and Addition**

Design Engineer:	SEH
Construction Contractor:	Martin Horn (Charlottesville, VA)
Construction Start:	August 2025
Percent Complete:	30%
Completion:	December 2027
Budget:	\$27,600,000

Current Status: Structural steel framing and flooring installations are underway.

History: Through the MCAWRRF Master Plan, a need to house additional staff, increase office and meeting space; plan for replacement of the engineering trailers; bring the IT server workrooms to modern standards; and provide classroom space for education outreach. The expansion of the building will take place in the lower parking lot adjacent to the existing building.

- **SVWRRF Permit Modification Upgrades**

Design Engineer:	Short Elliot Hendrickson (SEH)
Construction Contractor:	Orders Construction Company
Construction Start:	June 2026
Percent Complete:	5%
Completion:	June 2027
Budget:	\$1,015,000

Current Status: This project includes influent pump station and headworks upgrades, as well as an additional chemical application and storage building. Orders Construction Company has been issued the Notice of Award after the project was approved during the April Board Meeting.

- **Ragged Mountain Reservoir Pool Raise**

Design Engineer:	Schnabel Engineering
Construction Contractor:	Faulconer Construction (Charlottesville, VA)
Construction Start:	September 2025
Percent Complete:	60%
Completion:	December 2026
Current Project Estimate:	\$13,300,000

Current Status: Tree felling was completed ahead of the March 31st deadline as required by restrictions associated with the Northern Long-Eared Bat. Clean-up efforts

AGENDA ITEM EXECUTIVE SUMMARY

for the fallen trees will continue through the summer. Meanwhile, construction of the expanded blanket drain system in the right abutment of the dam has begun.

- **Sewer and Manhole Repairs, Phase 2**

Design Engineer:	CHA Consulting, Inc.
Construction Contractor:	Vortex Services, LLC (Chesapeake, VA)
Construction Start:	December 2025
Percent Complete:	70%
Completion:	June 2027
Budget:	\$2,185,000

Current Status: Pipeline rehabilitation along three sections of Moores Creek Interceptor near 5th Street was completed last month. The Contractor also completed several sections of lining along the Woodbrook Interceptor near Carrsbrook Drive.

- **Crozet WTP GAC Expansion, Phase I**

Design Engineer:	SEH
Construction Contractor:	English Construction Company (Lynchburg, VA)
Construction Start:	March 2026
Percent Complete:	10%
Completion:	May 2028
Budget:	\$12,165,000

Current Status: Contractor is excavating for the new VDH clearwell and GAC building.

History: To enhance the RWSA's resiliency and commitment to long term finished water quality, the Authority has committed to expanding the GAC capacity at the Crozet WTP to match the current plant capacity. This project includes expansion of the existing GAC building, additional GAC vessels, pumps, piping, and electrical components.

- **Scottsville Water Resource Recovery Facility Generator Replacement**

Design Engineer:	Wiley Wilson
Construction Contractor:	Carrick Contracting Corporation (Williamsburg, VA)
Construction Start:	April 2026
Percent Complete:	10%
Completion:	June 2027
Budget:	\$1,360,000

AGENDA ITEM EXECUTIVE SUMMARY

Current Status: The directional drill work has been completed and Carrick is installing the new concrete duct bank between the treatment plant and pump station.

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

Design Engineer:	Kimley Horn
Construction Contractor:	Garney Construction (Fairfax, VA)
Construction Start:	March 2026
Percent Completed:	10%
Completion:	December 2030
Budget:	\$107,000,000

Current Status: Tree felling has been completed at the pump station/intake site, as well as along the pipeline alignment near Woodburn Road and the ACPS Lambs Lane Campus. Clean-up of these areas continues, with the focus shifting to the ACPS Lambs Lane Campus. The Contractor anticipates beginning pipeline installation this month in private easements adjacent to Woodburn Road near the South Rivanna WTP. Elsewhere, the Contractor has begun excavation for the foundation of the new Permanganate Building at the South Rivanna WTP. Staff attended the Colthurst HOA Meeting on May 20th to provide an update on the project.

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 and water line design 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 and construction of the raw water line, reservoir intake and pump station.

- **Glenmore WRRF Upgrade Phase 1**

Design Engineer:	SHE
Construction Contractor:	Maverick Construction, LLC (Grasonville, MD)
Construction Start:	June 2026
Percent Complete:	10%
Completion:	August 2027
Budget:	\$1,800,000

Current Status: Concrete footing installation is in progress for the new company over the UV disinfection system.

AGENDA ITEM EXECUTIVE SUMMARY

- **South Rivanna Water Treatment Plant – PAC Upgrades**

Design Engineer:	SEH
Construction Contractor:	Waco, Inc. (Sandston, VA)
Project Start:	June 2026
Percent Complete:	5%
Completion:	June 2027
Current Project Estimate:	\$1,820,000

Current Status: Submittals for the powdered activated carbon tank are being processed, and materials are being ordered. Based on the anticipated lead time for the PAC system, onsite mobilization is anticipated in June 2026.

- **Sodium Hypochlorite Tank Replacement, OBWTP**

Design Engineer:	Short Elliott Hendrickson (SEH)
Construction Contractor:	Waco, Inc. (Sandston, VA)
Construction Start:	September 2026
Percent Complete:	5%
Completion:	July 2027
Budget:	\$293,000

Current Status: Project includes the replacement of two existing hypochlorite tanks. Tanks have been ordered with delivery expected by September.

Design and Bidding

- **Central Water Line, Phase 2**

Design Engineer:	Michael Baker International (Baker)
Project Start:	July 2024
Project Status:	90% Design
Construction Start:	March 2027
Completion:	December 2029
Budget:	\$21,000,000

Current Status: Plans have been submitted for City site plan review and the first round of comments was received. Easements on two City parcels will be requested from City Council.

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, including the ACSA water service area.

AGENDA ITEM EXECUTIVE SUMMARY

This proposed new Central Water Line builds on the ACSA investments in additional water supply at Ragged Mountain and at the newly expanded Observatory Water Treatment Plant. This new line will allow a connection from the water plant to the urban water service areas of the ACSA.

- **MC Pump Station Slide Gates, Valves, Bypass, and Septage Receiving Upgrades**

Design Engineer:	Hazen and Sawyer (Hazen)
Project Start:	June 2023
Project Status:	100% Design
Construction Start:	March 2027
Completion:	May 2028
Budget:	\$10,200,000

Current Status: 100% design documents were submitted for review. Acquisition of a small parcel outside the MC fence line is needed for construction. Negotiations are underway.

History: Inspections of the large aluminum slide gates at the influent side of the Moores Creek Pump Station have been conducted and the need for repair/addition of new gates for RWSA staff to have the flexibility to stop or divert flow to perform maintenance activities is needed. This project will also enclose the leachate discharge pit to reduce odors and address maintenance concerns.

- **Beaver Creek Dam Spillway Modifications**

Design Engineer:	Schnabel Engineering
Project Start:	February 2018
Project Status:	80% Design
Construction Start:	January 2030
Completion:	December 2032
Budget:	\$33,500,000

Current Status: Final design of the dam spillway upgrades is ongoing, with efforts focusing on primary spillway riser modifications to meet new seismic criteria. Changes to the spillway bridge design are being completed based on feedback from VDOT. A significant (\$20 M) construction grant from the NRCS is anticipated.

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 a new spillway (labyrinth) be installed

AGENDA ITEM EXECUTIVE SUMMARY

in the middle of the existing dam. 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.

- **Beaver Creek Raw Water Pump Station, Intake, and Piping Improvements**

Design Engineer:	Hazen & Sawyer
Project Start:	February 2018
Project Status:	95% Design
Construction Start:	March 2027
Completion:	December 2029
Budget:	\$39,000,000

Current Status: Hazen is preparing final Plans and Specifications for bid advertisement this summer. Discussions with the County are underway regarding a lease for the Pump Station property. Easement negotiations for the raw water main to convey raw water from the pump station to the WTP are nearly complete.

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

Design Engineer:	CHA Consulting
Project Start:	July 2021
Project Status:	Design
Construction Start:	2027
Completion:	2029
Budget:	\$7.1 million for RWSA section; \$11 – \$15 million including City section

Current Status: Meetings with the County and City are ongoing to finalize the piping alignment.

History: The Schenks Branch Interceptor is located in the eastern part of the City of Charlottesville and was constructed in the mid-1950s. The existing interceptor is undersized to serve present and future wet weather flows and is to be upgraded to from a 21-inch to 30-inch pipe.

- **Dam Concrete and Steel Repairs**

Design Engineer:	GAI Consultants
Project Start:	January 2025
Project Status:	90% Design
Construction Start:	March 2027
Completion:	May 2028
Budget:	\$2,820,000

AGENDA ITEM EXECUTIVE SUMMARY

Current Status: Final Design Drawings for the project are in development for bid advertisement. Additional field assessment work was completed in April to finalize repair needs.

- **Airport Road Water Storage Tanks and Pumps**

Design Engineer:	SEH
Project Start:	December 2025
Project Status:	PER, Permitting and 30% Design
Construction Start:	September 2026
Completion:	September 2029
Budget:	\$7,200,000

Current Status: Coordinating permitting (site plan, ARB, special exception, WPO) with Albemarle County staff for one water storage tank. A separate Board report is included this month for installation of two pumps in the pump station. Preparing Basis of Design memorandum and 30% design documents. Completed geotechnical investigations. Coordinating VDH Construction permit.

- **North Rivanna River Crossing and Piping**

Design Engineer:	Kimley-Horn
Project Start:	December 2025
Project Status:	Preliminary Engineering Review
Construction Start:	September 2027
Completion:	December 2030
Budget:	\$16,345,000

Current Status: Completed survey and utility designations. Began detailed layout for river crossing. Conducted permitting and design coordination meetings with VDOT. Developing conceptual layout for pipeline routing. Will begin wetlands delineation in the next 30 days. Awaiting final modeling results for pipe diameter and total length determinations.

AGENDA ITEM EXECUTIVE SUMMARY**Planning and Studies**

- **Flood Protection Resiliency Study**

Design Engineer:	Hazen
Project Start:	August 2024
Project Status:	Preliminary Engineering Study
Completion:	April 2026
Budget:	\$278,500

Current Status: This project will identify individualized flood mitigation measures for various facilities to increase their resiliency from a 1% to a 0.2% flooding event and will focus on facilities located at the Moores Creek AWRRF within those flood event boundaries. This project received \$198,930 in grant funding from FEMA and VDEM and the analysis process has begun with site visits and data collection. A meeting to discuss a potential Flood Wall was held on April 30th. Hazen will now work on a draft report to incorporate their findings and recommendations on how Moores Creek AWRRF can survive a 500-year flood event.

- **Powell Creek Interceptor Upgrade (PC1-PC5)**

Design Engineer:	Hazen
Project Start:	December 2025
Project Status:	Preliminary Engineering Review
Construction Start:	TBD
Completion:	TBD
Budget:	\$500,000

Current Status: Developing scope of work to replace this sewer pipe.

- **Crozet Drinking Water Infrastructure Plan Update**

Design Engineer:	Hazen
Project Start:	October 2025
Project Status:	Study Underway
Completion:	October 2026
Budget:	\$450,000

Current Status: Engineer is finalizing the land use model for demand forecasting and anticipates completing a draft of the demand forecast report this month. Meetings have been held with County staff to review land use maps and the resulting impacts on the demand projection process.

AGENDA ITEM EXECUTIVE SUMMARY

Other Significant Projects

- **Urgent and Emergency Repairs**

RWSA staff are currently working on several urgent repairs within the water and wastewater systems as listed below:

Project No.	Project Description	Approximate Cost
2023-01	Finished Water System ARV Repairs	\$150,000
2025-03	Rivanna Interceptor Stream Crossing Repairs	TBD

- o **RWSA Finished Water ARV Repairs:** RWSA Engineering staff recently met with Maintenance staff to identify a list of Air Release Valves (ARVs) that need to be repaired, replaced, or abandoned. Several of these locations will require assistance from RWSA On-Call Maintenance Contractors, due to the complexity of the sites (proximity to roadways, depth, etc.). The initial round will include seven (7) sites, all along the South Rivanna Waterline. Three replacements have been completed at this time, with a fourth site in progress. This in progress site included abandonment of an existing manual ARV located in the middle of the Route 29-Hydraulic intersection, which has been completed, and was a major coordination effort with VDOT, as they intend to pave this area in the coming weeks. The Contractor is working with VDOT on permits for the final sites. The remaining replacements will be scheduled pending Contractor availability.
- o **Rivanna Interceptor Stream Crossing Repairs:** In Spring 2025, during annual inspections performed by the RWSA Maintenance Department, erosion was identified at two stream crossings along the Rivanna Interceptor to the North of the Dunlora subdivision. RWSA On-Call Maintenance Contractor, Digs, temporarily stabilized the worst of the two stream crossing sites with sandbags, to protect the pipe as the design of the repair is finalized. RWSA will be utilizing Design Engineer, SEH, for assistance with plans and USACOE permitting. The plans have recently been finalized, and have been submitted to the Contractor for pricing, with permitting submittals upcoming.

ACSA Board Future Policy Issues Agendas 2026-2027

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Regular 3rd Thursday Monthly Meetings	July '26	August '26	Sept. '26	Oct. '26	Nov. '26	Dec. '26	Jan. '27	Feb '27	March '27	Pending Issues
	July 16th	August 20th	September 17th	October 15th	November 19th	December 17th	January 21st	February 18th	March 18th	ACSA Customer Communications
	Recognitions	Doug Herr 30 years	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	Recognitions	CIS - Customer Information Systems - Billing, Website, Phone
	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Monthly Financial, CIP, Maintenance and IT Reports and RWSA Monthly Update	Climate Change and Sustainability
	Operational Presentation by IT on Physical Security	Operational Presentation - Chamber2Chamber Findings and Takeaways	Operational Presentation	Operational Presentation	Operational Presentation	Operational Presentation	Operational Presentation	Operational Presentation	Operational Presentation	Customer Experience (CX)
	Strategic Plan Update - (<i>Bi-annual Item</i>)		Imagine a Day Without Water Resolution (<i>Annual Item</i>)			Annual Investments Report (<i>Annual Item</i>)	Board Organizational Meeting - Election of Officers (<i>Annual Item</i>)		Proposed CIP Presentation (<i>Annual Item</i>)	Data Management and Management Dashboards
	Bond Resolution and Financing Overview					FY '28 Budget Guidelines and Schedule (<i>Annual Item</i>)	Annual Water Conservation Report (<i>Annual Item</i>)		Fix a Leak Week Water Conservation Event (<i>Annual Item</i>)	Emergency Preparedness
						ACSA Board of Directors Meeting Schedule - 2027 (<i>Annual Item</i>)	2026 Annual Report - Accomplishments and Challenges (<i>Annual Item</i>)			Federal/State Water Quality Regulations PFAS; Emerging Contaminants
						Holiday Schedule - 2027 (<i>Annual Item</i>)				Operational Presentation - Sewer Rehabilitation Relining
										Purchasing Policy Manual
										RWSA CIP Central Water Line - Reservoirs Pipeline North Rivanna System Wastewater Projects
										Water Audit
										Water Supply Plan Project Status Reports
										6/18/2026

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

AGENDA TITLE: Drinking Water and Wastewater Professionals Appreciation Day-June 30 th , 2026	AGENDA DATE: June 18, 2026
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 23,000 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.” We look forward to celebrating our employees at the end of the month with food, raffle prizes, and gifts of appreciation.

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 88 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: VERIP Application	AGENDA DATE: June 18, 2026
STAFF CONTACT(S)/PREPARER: Quin Lunsford, Executive Director and Emily Roach, Director of Human Resources & Administration	ACTION: ■■■ ATTACHMENTS: No

BACKGROUND: The Voluntary Early Retirement Incentive Program (VERIP) is a Service Authority benefit in addition to a Virginia Retirement System (VRS) monthly income. To apply an employee must be eligible to apply for early or full retirement under the provisions of the Virginia Retirement System (VRS). Eligibility includes having worked for ACSA for the past 10 years; prior service does not count in the 10-year service. Disability retirement does not qualify for VERIP participation. The same calculation used by VRS in calculating a monthly retirement income is used to credit eligible employees with up to five years additional service to the ACSA. Based on that calculation, an additional salary, or monthly stipend, is determined. This stipend is paid for up to five years, or until age 65, whichever comes first. This is taxable income.

In addition, for the same time, the ACSA will contribute toward health and dental insurance the same amount as is contributed for active employees within that same coverage level; at this time that amount is \$983.27 per month. Employees are free to use that money to purchase health insurance elsewhere, to join a spouse's plan that may be cheaper, to collect the money in an annual lump sum amount (post tax) or participate in the ACSA's cafeteria plan and continue paying premiums pre-tax for the length of time eligible to participate. Employees are eligible to stay on the ACSA's health insurance policy until age 65 or at Medicare eligibility; however, ACSA contribution will cease at the end of the VERIP period, or at age 65, whichever comes first.

DISCUSSION: Upon the recommendation of the Executive Director, as per the VERIP Policy, we seek the Board's consideration and approval of Elizabeth Wallace, Senior Customer Service Representative, application for retirement through ACSA's VERIP program. Liz has indicated a retirement date of August 1, 2026, which will be 27 years and 4 months of employment with the ACSA.

BOARD ACTION REQUESTED: Approval of Elizabeth Wallace's VERIP application.

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

AGENDA TITLE: Public Hearing on Proposed Fiscal Year 2027 Budget and Rates STAFF CONTACT/PREPARER: Emily Roach, Interim Director of Finance; Quin Lunsford, Executive Director	AGENDA DATE: June 18, 2026 ACTION: Public Hearing ATTACHMENTS: Yes

BACKGROUND: The Proposed Fiscal Year 2027 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 (provided with monthly bills in May)

Investing in our Water Future

Dear ACSA Customer,

Every day the ACSA delivers water that meets or exceeds all state and federal quality standards. As confirmed in our recent Consumer Confidence Reports (available [on our website](#)), your drinking water continues to achieve high benchmarks for safety and reliability — something we work hard to ensure for every customer we serve.

Behind the scenes, delivering this level of service takes ongoing investment. In partnership with the Rivanna Water and Sewer Authority (RWSA), our wholesale treatment provider, the ACSA and the City of Charlottesville are investing \$604 million over the next five years in critical upgrades to strengthen our collective water and wastewater systems.

The ACSA funds 63% of RWSA's annual budget, and these charges account for 67% of our operating costs. As RWSA continues to invest in regional infrastructure, those costs are increasing and projected to rise by 15% in the coming fiscal year.

We work carefully to manage costs while continuing to maintain a reliable system. Beginning July 1, 2026 (Fiscal Year 2027), customer rates will increase by an average of 9.4%. For a typical residential customer, this represents about \$7.07 more per month — roughly 24 cents per day.

These investments strengthen the systems our community depends on every day and help ensure reliable, high-quality water service well into the future. Thank you for trusting us.

Quin Lunsford

Quin Lunsford,
Executive Director, ACSA

Proposed ACSA FY '27 Water & Sewer Monthly User Rates

Rates and Charges	FY '26	FY '27
Service Charge	\$12.24	\$14.32
Volume Charge: Single-Family Residential (per 1,000 gallons)		
Level 1: Up to 3,000 gallons	6.55	\$7.66
Level 2: 3,001 to 6,000 gallons	\$13.12	\$15.35
Level 3: 6,001 to 9,000 gallons	\$19.67	\$23.01
Level 4: More than 9,000 gallons	\$26.25	\$30.71
Multi-Family/Non-Residential (per 1,000 gallons)	\$13.12	\$15.35
Sewer: All Users (per 1,000 gallons)	\$12.78	\$13.16

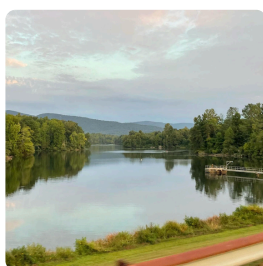
Combined Monthly Bill Comparison: Single-Family Residential, 3,000 Gallons

Greene County	\$103.00
City of Charlottesville	\$93.89
ACSA Proposed Rate	\$76.78

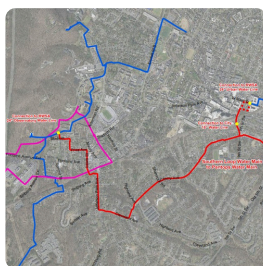
ACSA System Obligations

The ACSA is obligated to provide our wholesale service provider, Rivanna Water and Sewer Authority (RWSA), with funding for essential infrastructure upgrades totaling \$604 million over the next five years.

The RWSA projects and upgrades pictured below reflect our commitment to ensuring our community receives exemplary service now and in the future.



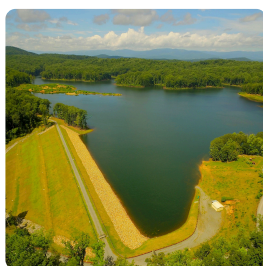
Crozet Water Supply Projects (Modifications to the Beaver Creek Reservoir Dam and Construction of a New Pump Station and Raw Water Piping):
\$100.0 million



Finished Water Storage/Transmission (Central Water Line and other various projects):
\$138.6 million



Moores Creek Advanced Water Resource Recovery Facility and Wastewater Interceptors and Pumping Stations (Wastewater):
\$128.6 million



Community Water Supply Plan (South Fork Rivanna Reservoir to Ragged Mountain Reservoir to Observatory WTP Pipeline and Improvements):
\$181.6 million

**FY '27 RWSA
cost increase
charged
to ACSA** **15.0%**

**FY '27 ACSA
Residential
Rate Increase** **9.4%**

Average residential customer increase:
\$7.07 per month. 24¢ per day.

ACSA Obligations



**% of ACSA's operating
budget allocated to
RWSA's charges** **67%**

ACSA Proposed Budget & Rates Public Hearing:

Thursday, June 18th at 9:00 AM in the
ACSA Board Room

168 Spotnap Road, Charlottesville, VA 22911

Virtual: www.serviceauthority.org

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: Adoption of Fiscal Year 2027 Operating and Capital Improvement Budget and Rates STAFF CONTACT/PREPARER: Emily Roach, Interim Director of Finance; Quin Lunsford, Executive Director	AGENDA DATE: June 18, 2026 ACTION: ☒ INFORMATION: ☐ ATTACHMENTS: Yes

BACKGROUND: The Proposed Fiscal Year (FY) 2027 Budget and Rates have been presented to the Board, following public comment. The proposed budget is \$83,955,000. The proposed rate schedule changes are attached.

DISCUSSION: The overall proposed operating budget is increasing 14.5%, primarily driven by increases in charges for water, wastewater treatment, debt service charges from the RWSA, and personnel costs. 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 2027 Operating and Capital Improvement Budget and Rates, to be effective July 1, 2026.

Highlights from the FY 2027 Proposed Budget include:

- A projected increase of \$4.1M or 18% for the purchase of water and RWSA water related debt service.
- A projected increase of \$1.6M or 10% for wastewater treatment and RWSA sewer related debt service.
- ACSA departmental budget increase of \$1.3M or 8.2%
- The capital improvement program continues replacement of aging and undersized pipelines, upgrades to the Airport Trunk Sewer, installation of sewer at Buckingham Circle and Bellair-Liberty Hills, replacement of the Northfields, Scottsville Phase 4, and Ragged Mountain Phase 1 water mains. Total estimated project costs for FY 2027 are \$18,745,000.

RECOMMENDATION: Approve as recommended.

BOARD ACTION REQUESTED: Adopt the Resolution for the FY 2027 Operating and Capital Improvement Budget and Rates, which includes the rate schedule to be effective July 1, 2026.

ATTACHMENTS: Resolution adopting FY 2027 Operating and Capital Improvement Budget and Rates, Rate Schedule, and Budget PowerPoint presentation.

RESOLUTION FISCAL YEAR 2027 BUDGET AND RATES

WHEREAS, the Albemarle County Service Authority (ACSA) has the authority pursuant to Virginia 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 fees; 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 16, 2026, setting forth a preliminary schedule fixing and classifying the rates, fees, and charges, (ii) providing notice of a public hearing for June 18, 2026, which notice set forth the proposed schedule of rates, fees and charges and included a statement that a copy of the full text is on file in the Office of the Clerk of the Albemarle County Board, and which notice was published on May 23, 2026 and on June 6, 2026 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 18, 2026, 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 Board of Directors hereby adopt the Fiscal Year 2027 Operating and Capital Improvement Budget and adopt the Water and Sewer Rate Schedule of the ACSA Rules and Regulations (Appendix B), effective July 1, 2026.

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 18, 2026, by a vote of __ to __.

Quin Lunsford, Secretary-Treasurer

THE ALBEMARLE COUNTY SERVICE AUTHORITY
PUBLIC HEARING ON PORPOSED BUDGET AND
WATER/WASTEWATER RATE CHANGES FOR FY 2027

The Albemarle County Service Authority will hold a public hearing on Thursday, June 18, 2026, at 9:00 a.m. at the ACSA Office at 168 Spotnap Road, Charlottesville, Virginia 22911 and via Zoom, please visit www.serviceauthority.org for additional information. The public hearing will address the Proposed FY 2027 Budget and the following changes to the water and wastewater rates and other charges/fees:

Hydrant	<u>FY 2026</u>	<u>Proposed FY 2027</u>
3" hydrant meter	\$2,000 (\$200 non-refundable)	\$2,200 (\$250 non-refundable)
Failure to submit meter reading	\$55.00	\$75.00

Water

Service Charge by Meter Size

3/4"	\$12.24	\$14.32
1"	\$30.59	\$35.79
1 1/2"	\$61.18	\$71.58
2"	\$97.88	\$114.52
3"	\$195.76	\$229.03
4"	\$305.88	\$357.86
6"	\$611.74	\$715.70

System Development Charges

Water	\$2,100	\$2,300 per ERC
Wastewater	\$3,300	\$3,600 per ERC

RWSA Capacity Charges

Water	\$5,300	\$5,900 per ERC
Wastewater	\$4,300	\$4,700 per ERC

Volume Charge – Single-Family Residential (per 1,000 gallons)

Level 1 (0-3,000 gallons)	\$6.55	\$7.66
Level 2 (3,001-6,000 gallons)	\$13.12	\$15.35
Level 3 (6,001-9,000 gallons)	\$19.67	\$23.01
Level 4 (over 9,000 gallons)	\$26.25	\$30.71
Multi-Family/Non-Residential	\$13.12	\$15.35

Wastewater

Sewer/All Users (per 1,000 gallons)	\$12.78	\$13.16

	<u>FY 2026</u>	<u>Proposed FY 2027</u>	
Irrigation System Application Processing Fees			
Plan Review and Meter Sizing	\$35.00	\$0.00	
Cost Estimate Preparation	\$140.00	\$0.00	
Installation Charges			
Primary Meters			
¾” – Meter and connection	\$1,228	\$2,000	
1” – Meter and connection	\$1,300	\$2,300	
¾” – Meter only	\$220.00	\$400.00	
1” – Meter only	\$330.00	\$500.00	
1 ½” – Meter only	Actual Cost	\$2,700	
2” – Meter only	Actual Cost	\$2,900	
Installation Charges for Irrigation Meters			
Auxiliary Meters			
¾” Meter and connection ¹	Actual Cost	\$1,800	
¾ Meter only	Actual Cost	\$400.00	
1” Meter only	Actual Cost	\$500.00	
1 ½” Meter only	Actual Cost	\$2,700	
Line Tapping Fee			
<u>Machine</u>	<u>Line Size</u>	<u>FY 2026</u>	<u>Proposed FY 2027</u>
E-4	1 ¼” – 3”	\$190.00	\$200.00
B-100	4” – 24”	\$190.00	\$200.00
A-2	6” – 24”	\$275.00	\$300.00
Miscellaneous Charges			
Account Charge	\$13.00	\$15.00	
Plan Review & Construction Inspection Fees			
Water and/or Sewer Lines	\$1.75 per linear foot	\$2.00 per linear foot	
Re-inspection of New Water and/or Sewer Lines	\$45.00/ hour	Actual Cost	

¹ When the new service can be established without crossing more than two (2) lanes of traffic.

	<u>FY 2026</u>	<u>Proposed FY 2027</u>
Carwash Certification Program		
CCP Application Fee	\$100.00	\$0.00
CCP Annual Renewal Fee	\$100.00	\$0.00
CCP Re-Application Fee	\$100.00	\$0.00

All other charges remain unchanged. A copy of the full text is on file in the Office of the Clerk of the Albemarle County Board.

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.

Quin Lunsford
Executive Director

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, 2025~~2026~~

Section 7-07. Temporary Water Service

A. Temporary Water Service

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

<u>B. Meter Size</u>	<u>Deposit</u>
¾" & 1"	\$330.00
1 1/2"	\$440.00
2"	\$550.00

Section 7-08. Temporary Use of Fire Hydrants

- A. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$1,300 (\$150 non-refundable)
 3" hydrant meter - ~~\$2,000~~2,200 (~~\$200-250~~ non-refundable)
- B. 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~~75.00 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 bypass of a required backflow prevention assembly – high hazard
6	\$500	Removal or bypass 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"	\$1,300 (\$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)	___ \$ ~~6.55~~ <u>7.66</u> per thousand gallons
Level 2 (3,001-6,000 gallons per month)	___ \$ ~~13.12~~ <u>15.35</u> per thousand gallons
Level 3 (6,001-9,000 gallons per month)	___ \$ ~~19.67~~ <u>23.01</u> per thousand gallons
Level 4 (over 9,000 gallons per month)	___ \$ ~~26.25~~ <u>30.71</u> per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation water):
\$~~13.12~~15.35 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 \$~~12.78~~13.16 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"	~~\$12.24~~ <u>14.32</u>
1"	~~\$30.59~~ <u>35.79</u>
1 1/2"	~~\$61.18~~ <u>71.58</u>
2"	~~\$97.88~~ <u>114.52</u>
3"	~~\$195.76~~ <u>229.03</u>
4"	~~\$305.88~~ <u>357.86</u>
6"	~~\$611.74~~ <u>715.70</u>

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 Charges

(a) Water

Primary Meters

3/4" ~~-~~ meter and connection	~~\$1,228~~ <u>2,000</u>
1" ~~-~~ meter and connection	~~\$1,300~~ <u>2,300</u>
Over 1" ~~-~~ meter and connection	Actual Cost

3/4" ~~-~~ meter only	~~\$ 220~~ <u>400</u>
1" ~~-~~ meter only	~~\$ 330~~ <u>500</u>
<u>1 1/2" - meter only</u>	<u>\$2,700</u>
<u>2" - meter only</u>	<u>\$2,900</u>
Over ~~12~~ <u>2</u> " ~~-~~ meter only	Actual Cost

Auxiliary Meters Actual Cost

(b) Wastewater

All Taps Actual Cost

12-04. B. System Development Charges

Water	~~\$2,100~~ <u>2,300</u> per ERC
Wastewater	~~\$3,300~~ <u>3,600</u> per ERC*

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

12-04. C. RWSA Capacity Charges

Water	~~\$5,300~~ <u>5,900</u> per ERC
Wastewater	~~\$4,300~~ <u>4,700</u> 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 per ERC
South Zone	\$1,389 per ERC

Section 12-05. Installation Charges for Irrigation Meters

A. Auxiliary Meters

Actual cost of installation

3/4" meter and connection¹ \$1,800

3/4" meter and connection² Actual Cost

¹ When the new service can be established without crossing more than 2 lanes of traffic.

² When more than 2 lanes of traffic must be crossed to establish the new service.

Over 3/4" meter and connection Actual Cost

3/4" meter only \$ 400

1" meter only \$ 500

1 1/2" meter only \$2,700

A-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	3/4" – 1"	1 1/4" – 3"	~~\$190.00~~ <u>200.00</u>
B-100	3/4" – 1"	4" – 24"	~~\$190.00~~ <u>200.00</u>
A-2	1 1/2" – 2"	6" – 24"	~~\$275.00~~ <u>300.00</u>
CL-12	4" – 12"	4" – 24"	\$110/inch

Section 13. Miscellaneous Charges

13-02. Account Charge	~~\$13.00~~ <u>15.00</u> 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/ ~~trip~~ 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)	~~\$1.75~~ <u>2.00</u> /linear foot
Re-inspection Fee of New Water/Sewer Lines	~~\$45.00/hour~~ <u>Actual Cost</u>
Inspection of New Pumping Stations	Actual Cost

~~13-11. Failure to Report Hydrant Meter — \$55.00 Reading~~

~~13-12. Irrigation System Application Processing Fees:~~

~~a. Plan Review and Meter Sizing — \$ 35.00
Cost — Estimate — preparation
— \$140.00~~

13-~~13~~11. 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.

Fiscal Year 2027 Budget & Rate Workshop

June 18, 2026



Proposed Annual Operating and Capital Improvement Budget





Fiscal
Year
2027




July 1, 2026
through
June 30, 2027



**Albemarle County
Service Authority**
Serving • Conserving
CHARLOTTESVILLE, VA

Budget Workshop Agenda

- ◆ FY 2026 Update and Forecasts
- ◆ Strategic Plan and FY 2027 Budget
- ◆ Water and Sewer Rate Analysis
- ◆ FY 2027 Budget Highlights/Summary
- ◆ Proposed Rate Review
- ◆ Value of Water/Customer Bill Comparisons
- ◆ Capital Improvement Program Overview
- ◆ Next Steps

Clean, Safe,
Reliable

◆ Vision:

- ◆ Serve and conserve today, sustain for tomorrow, and protect our resources forever.

◆ Mission:

- ◆ With pride and dedication, we serve our customers by providing clean, safe water, exemplary wastewater services, and fire protection infrastructure. Together with our community partners, we maintain and improve our utility system in a timely, cooperative, and financially responsible manner.

Fiscal Year 2026 Update

◆ **Operating Revenues (adjusted for seasonal variations through May 2026)**

- ◆ Water Revenues exceed budgeted expectations by 0.8% or \$187,000
- ◆ Sewer Revenues exceed budgeted expectations by 2.1% or \$368,000

◆ **Operating Expenses (through May 2026)**

- ◆ Water Expenses are below budgeted expectations by 0.6% or \$116,000
- ◆ Sewer Expenses are below budgeted expectations by 6.5% or \$910,000
- ◆ Departmental Expenses below budgeted expectations by 13.4% or \$1,939,000

The ACSA 2023 – 2027 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 27 budget



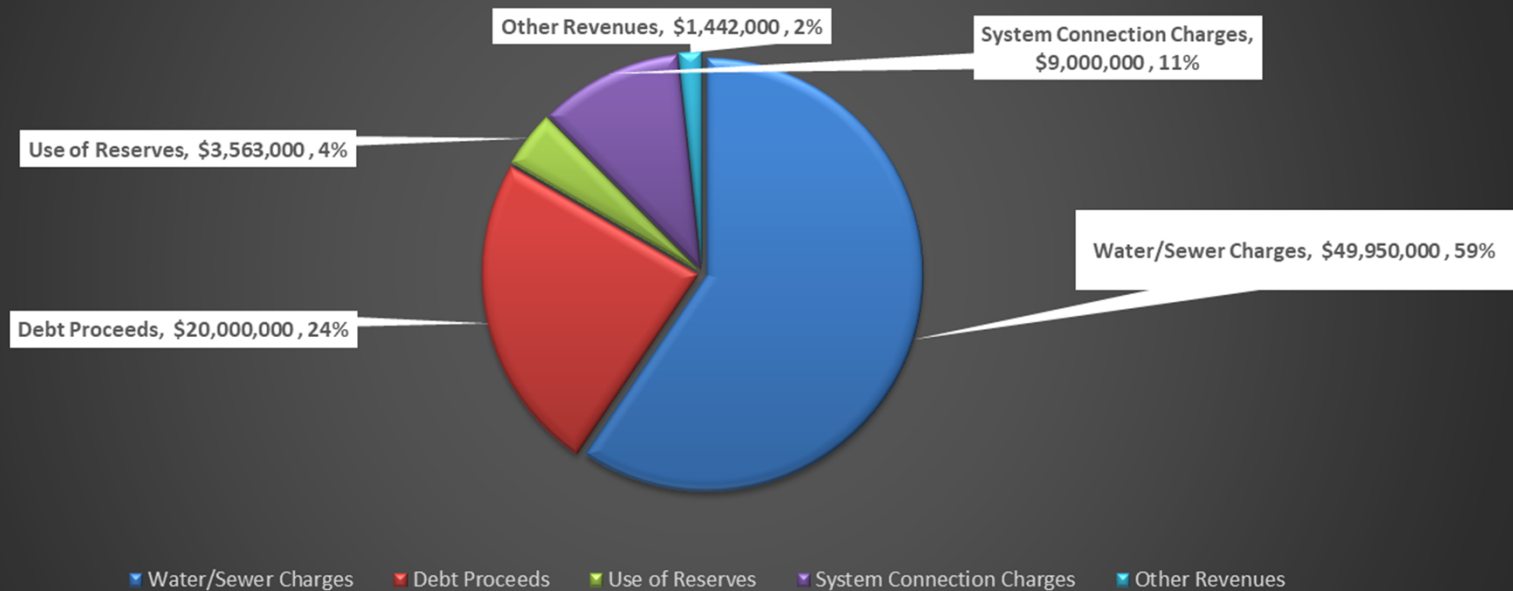
Water and Sewer Rate Analysis



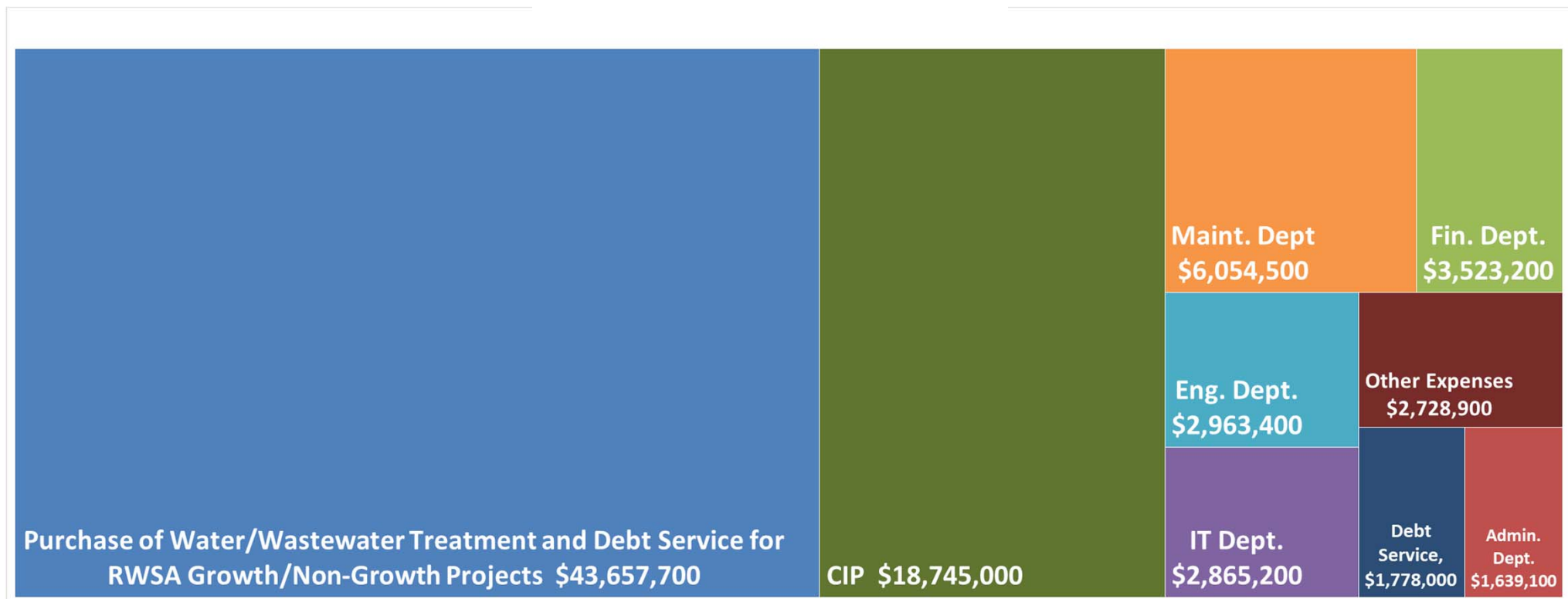
FY 2027 Rate Recommendations

- ◆ Recommendation to increase water/sewer charges 9.4% for customers in FY 2027:
 - ◆ Follows an 8.9% increase in FY 2026, a 7% increase in FY 2025, and an 8.9% increase in FY 2024
- ◆ Recommendation to increase system development/capacity charges 10% for FY 2027 from \$15,000/ERC to \$16,500/ERC
- ◆ Debt issuance (\$20M) to finance larger capital projects
- ◆ Use of reserves to smooth customer rate increases over time
 - ◆ Budget proposes use of \$3.6M in growth reserves in FY 2027

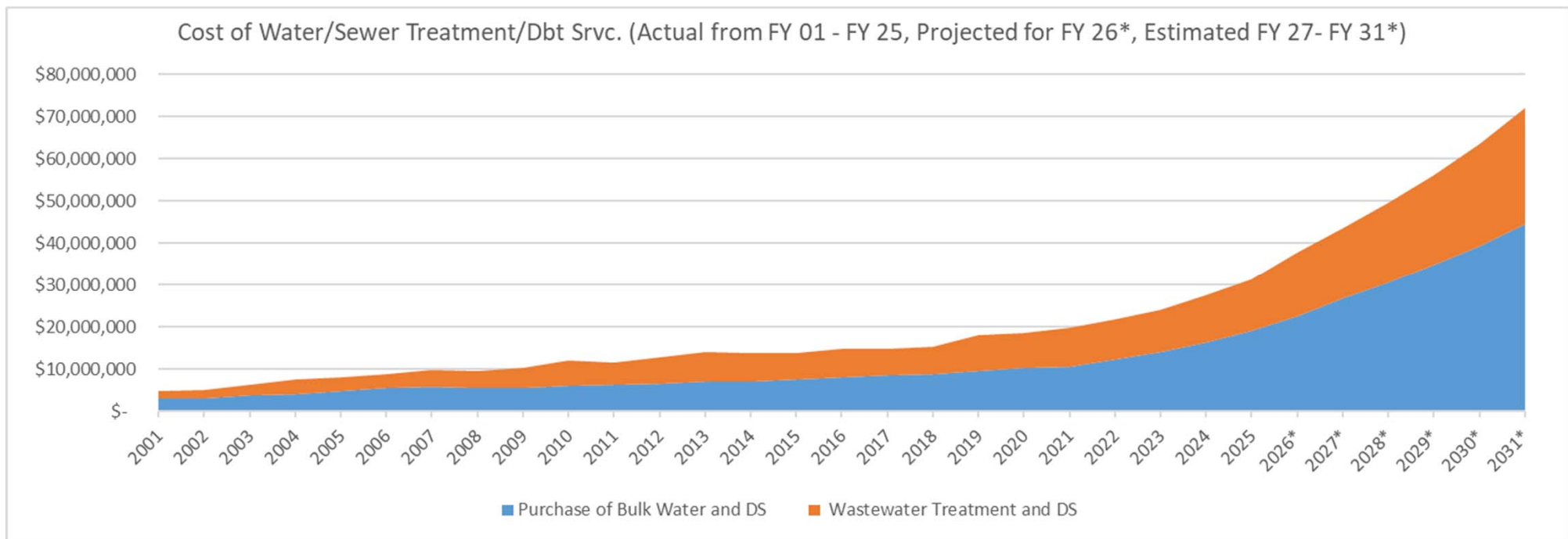
Budgeted Revenues, Debt Proceeds and Use of Reserves



Budgeted Expenses and Capital Costs



Actual and Projected RWSA Costs of Water/Wastewater Treatment and Debt Service



Proposed Water and Sewer Rates FY 2027

	FY 2026	FY 2027
Service Charge	\$ 12.24	\$ 14.32
Volume Charge - Single -Family Residential (per 1,000 gallons)		
Level 1 (0 -3,000 gallons)	\$ 6.55	\$ 7.66
Level 2 (3,001 -6,000 gallons)	\$ 13.12	\$ 15.35
Level 3 (6,001 -9,000 gallons)	\$ 19.67	\$ 23.01
Level 4 (over 9,000 gallons)	\$ 26.25	\$ 30.71
Multi -Family/Non -Residential (per 1,000 gallons)	\$ 13.12	\$ 15.35
Sewer/All Users (per 1,000 gallons)	\$ 12.78	\$ 13.16

Proposed FY 27 – Changes in System Connection Charges

- ◆ Rate study recommendation to increase development and capacity charges in FY 2027
 - ◆ Large growth/capacity related capital projects underway/upcoming
 - ◆ Significant increases in construction/capital costs

		FY 2026	FY 2027
ACSA System Development Charge	Water Wastewater	\$2,100*	\$2,300*
		\$3,300*	\$3,600*
RWSA Capacity Charge	Water Wastewater	\$5,300*	\$5,900*
		\$4,300*	\$4,700*
	Total	\$15,000*	\$16,500*
*per ERC (equivalent residential connection)			

Proposed Water and Sewer Rates FY 2027

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

- **RWSA treatment and capital cost increases**

- **Water: 18.1% increase compared to prior FY or \$4.1M**

- **Sewer: 10.4% increase compared to prior FY or \$1.6M**

- **Total departmental operating budget increase of 8.2% or \$1.3M**

- **Market/merit adjustments (88 FTEs) to remain competitive in the market-place: \$446,000**

- **Three new proposed positions (Pipeline Condition Technician, Mechanic Assistant, and Information Technology Supervisor): \$195,000**

- **Other operating expenses, including employee benefits, operating supplies, R&M, software subscriptions, utilities, etc. : \$659,000**

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 2027 Bill	Monthly \$ Change	Daily \$ Change
Single-Family						
Minimal User	3/4"	1,200	\$ 35.44	\$ 39.30	\$ 3.86	\$ 0.13
Small User	3/4"	2,500	\$ 60.57	\$ 66.37	\$ 5.80	\$ 0.19
Average User	3/4"	3,200	\$ 75.41	\$ 82.48	\$ 7.07	\$ 0.24
Large User	3/4"	6,200	\$ 154.42	\$ 169.54	\$ 15.12	\$ 0.50
Excessive User	3/4"	7,700	\$ 203.10	\$ 223.80	\$ 20.70	\$ 0.69
Multi-Family/Non-Residential						
Multi-Family	1"	33,700	\$ 903.42	\$ 996.58	\$ 93.16	\$ 3.11
Com. (Offices)	1"	6,300	\$ 193.76	\$ 215.40	\$ 21.64	\$ 0.72
Com. (Other)	3/4"	4,700	\$ 133.97	\$ 148.32	\$ 14.35	\$ 0.48
Industrial	1 1/2"	16,500	\$ 488.53	\$ 542.00	\$ 53.47	\$ 1.78
Institutional	3/4"	13,000	\$ 348.94	\$ 384.95	\$ 36.01	\$ 1.20

Capital
Improvement
Program
(CIP)
Proposed FY
2027

Project Type	Proposed Cost
Water Projects	\$ 4,040,000
Wastewater Projects	13,775,000
Non-Utility/Facility Projects	930,000
Total	\$ 18,745,000

Budget Next Steps

June 18th, 2026

- ◆ Public Hearing
- ◆ 2nd Budget Workshop
- ◆ Budget Adoption
- ◆ Rate Adoption

**Albemarle County
Service Authority**
Serving • Conserving

FY '27 Budget & Rates
July 1, 2026-June 30, 2027

Investing in our Water Future

Dear ACSA Customer,

Every day the ACSA delivers water that meets or exceeds all state and federal quality standards. As confirmed in our recent Consumer Confidence Reports (available [on our website](#)), your drinking water continues to achieve high benchmarks for safety and reliability — something we work hard to ensure for every customer we serve.

Behind the scenes, delivering this level of service takes ongoing investment. In partnership with the Rivanna Water and Sewer Authority (RWSA), our wholesale treatment provider, the ACSA and the City of Charlottesville are investing \$604 million over the next five years in critical upgrades to strengthen our collective water and wastewater systems.

The ACSA funds 63% of RWSA's annual budget, and these charges account for 67% of our operating costs. As RWSA continues to invest in regional infrastructure, those costs are increasing and projected to rise by 15% in the coming fiscal year.

We work carefully to manage costs while continuing to maintain a reliable system. Beginning July 1, 2026 (Fiscal Year 2027), customer rates will increase by an average of 9.4%. For a typical residential customer, this represents about \$7.07 more per month — roughly 24 cents per day.

These investments strengthen the systems our community depends on every day and help ensure reliable, high-quality water service well into the future. Thank you for trusting us.

Quin Lunsford

Quin Lunsford,
Executive Director, ACSA

Proposed ACSA FY '27 Water & Sewer Monthly User Rates

Rates and Charges	FY '26	FY '27
Service Charge	\$12.24	\$14.32
Volume Charges: Single-Family Residential (per 1,000 gallons)		
Level 1: Up to 3,000 gallons	6.55	\$7.66
Level 2: 3,001 to 6,000 gallons	\$13.12	\$15.35
Level 3: 6,001 to 9,000 gallons	\$19.67	\$23.01
Level 4: More than 9,000 gallons	\$26.25	\$30.71
Multi-Family/Non-Residential (per 1,000 gallons)	\$13.12	\$15.35
Sewer: All Users (per 1,000 gallons)	\$12.78	\$13.16

Combined Monthly Bill Comparison:
Single-Family Residential, 3,000 Gallons

Greene County	\$103.00
City of Charlottesville	\$93.89
ACSA Proposed Rate	\$76.78

serviceauthority.org

Customer Service: 434-977-4511

custserv@serviceauthority.org

Additional
Questions?

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

AGENDA TITLE: ACSA Rules and Regulations Amendments STAFF CONTACT(S)/PREPARER: Jeremy M. Lynn, P.E., Director of Engineering	AGENDA DATE: June 18, 2026 ACTION: ☐ INFORMATION: ☐ ATTACHMENTS: YES

BACKGROUND: Over the last several months ACSA staff completed an in-depth 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.

SUMMARY OF 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 two definitions and removed definition for *Undeveloped Lot*.

Section 7 – Application for Services

- Clarifying language from Section 12 was relocated to this section with respect to Auxiliary Meters and the process for obtaining an irrigation meter has been streamlined.
- Clearly stated that only hydrant meters with backflow assemblies must be returned annually for testing.

Section 8 - Cross-Connection Control and Backflow Prevention

- Incorporated additional language requiring the installation of a backflow assembly for customers that fall into the multi-family residential category, and any residential units with four or more stories as required by the Virginia Department of Health.
- Simplified the table in Section 8-14 concerning the acceptable types of backflow assemblies.
- Eliminated the verbiage associated with violation charges in Section 8-21 since these are spelled out in detail in Appendix B.

Section 12 – Rates and Fees

- Strengthened language that no portion of the Connection Charges can be waived.
- Relocated language concerning Auxiliary Meters to Section 7.

ALBEMARLE COUNTY SERVICE AUTHORITY

AGENDA ITEM EXECUTIVE SUMMARY

Section 13 – Miscellaneous Service Charges

- Eliminated the verbiage associated with charge for failure to report hydrant meter readings since this is included in Appendix B.
- Eliminated the Irrigation System Application Processing Fees.

Section 18 – Carwash Certification Program

- Incorporated language to clearly state this policy is for facilities serving the public.
- Eliminated the fees associated with the Carwash Certification Program to encourage participation.
- Revised the general operating standards to be more in-line with industry standards.

Section 19 Fats, Oils and Grease

- Strengthened language about possible need to upgrade grease control devices if an establishment modifies or expands their operation.
- Simplified the verbiage associated with costs and charges since these are included in Appendix B.

Appendix B – Water and Sewer Rate Schedule

- Adoption of the proposed FY 2027 Water and Sewer Rates
- Incorporated charges associated with Irrigation Meters in Section 12-05.
- Eliminated fees associated with the Carwash Certification Program.

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:

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



RULES AND REGULATIONS

168 Spotnap Road ~ Charlottesville, VA 22911 ~ Tel (434) 977-4511 ~ Fax (434) 979-0698
www.serviceauthority.org

ALBEMARLE COUNTY SERVICE AUTHORITY

RULES AND REGULATIONS

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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 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.

Multi-family – 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. Multi-family 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.

Non-potable 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~~ greater.

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 developer's 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 engineered~~ plans for all projects for developing, extending, or any construction of, ~~public~~ 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~~ the 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~~ should 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

All irrigation systems installed after January 1, 2006 shall be served by a dedicated water service and meter.

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 and must either be a 3/4" meter or at least one size smaller than the primary meter to be deemed an auxiliary meter. An irrigation meter that is not an Auxiliary Meter is considered a Primary Meter.

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.
- ~~4.5. The Authority shall coordinate with the applicant and witness the testing of the backflow assembly.~~
- ~~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 90 days, the applicant must pay an additional charge for each 30-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 ~~may need to 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 30-45 days, pending ~~the testing inspection~~ of the meter and testing of the 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. The need to order replacement parts may delay return of the deposit.
- F. Fire hydrant meters with a backflow prevention assembly 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, Multi-family Residential, Commercial/Other, and Commercial/Office.
7. The ACSA shall require the installation, maintenance, and testing of an assembly on the domestic water system of each customer in the Residential classification if any portion of the residence that contains plumbing is four (4) or more stories above the domestic meter.
- ~~7.8.~~ 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.
- ~~8.9.~~ 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.
- ~~9.10.~~ 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.
- ~~40.11.~~ 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.
- ~~44.12.~~ 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 a domestic or fire suppression system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system.
- ~~42.13.~~ 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.
- ~~43.14.~~ 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.
- ~~44.15.~~ 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.
- ~~45.16.~~ The ACSA shall maintain, and make available, a list of testers Certified by the Commonwealth of Virginia.
- ~~46.17.~~ 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.
- ~~47.18.~~ The ACSA shall send reminder notices to customers possessing a backflow prevention assembly

that the annual test of the assembly is due.

~~48-19.~~ 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.

~~49-20.~~ 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.

~~20-21.~~ The ACSA may discontinue water service to its customers if the pressure in the distribution system drops below 20 psi for any reason.

~~21-22.~~ Should ~~there occur~~ a backflow event occur 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, Multi-family Residential, 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 bypassing 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 from its own facilities 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 8-07.6-910. This includes all of the specific facilities listed in 42 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)		X³	X
Domestic, Non-Residential (High Hazard)	X		
Fire Suppression, Residential or Non-Residential	X⁴	X	X
Irrigation, Residential or Non-Residential	X^{5,6}		

Customer Water Supply System	RPZ Required	DC Acceptable
Domestic, Residential ^{1,2}		X
Domestic, Multi-family and Non-Residential	X	
Fire Suppression	X³	X
Irrigation	X^{4,5}	

RPZ – 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 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 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 bypass 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 violation charges as outlined in Appendix B.~~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 the Backflow ~~Device-~~ <u>Assembly</u> Protects	Water Service that will be Terminated
Domestic	Domestic Supply
Fire 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 private 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~~ whether 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 on water/sewer account deposits, 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 7-08.

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 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.

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. The Authority shall not waive any portion of the applicable, Installation Charges, System Development Charges, RWSA Capacity Charges, or North Fork Special Rate Discharge Charges. 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 or the cost of meter and service 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~~11. 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 ~~serving an irrigation system 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.

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 new 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 (5) 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 or more 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 or more 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 or more 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) ~~focuses on 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 ~~serving the public that are customers of the ACSA. This section does not pertain to carwash operations associated with vehicle dealerships or vehicle rental companies.~~

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-~~0605~~).

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-~~0504~~. INSPECTION.

An applicant to the CCP shall be subject to an on-site inspection by the ACSA, ~~or its representative,~~ to determine ~~that if~~ the facility meets all appropriate criteria listed in Section 18-~~0605~~. Inspections shall be conducted ~~at least annually as determined by the ACSA,~~ 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 should be eliminated. 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 shall~~ 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-~~0605~~.

For automated carwashes, the amount of potable water used per vehicle wash shall not exceed the volumes specified in Section 18-~~0605~~. In-bay automatic ~~basic~~ wash usage shall be determined by averaging the volume of water used by at least two (2) ~~separate~~ vehicles, as recorded by the facility's water meter. ~~In-bay automatic deluxe/premium wash, and This is to account for the filling of reservoirs to make reverse osmosis quality water and for diluting the reclaimed water supply. 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/~~manager~~ may request that water volume be tested on an additional-second vehicle, in which case the average of all 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/manager 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.~~

18-0605. 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 ~~3.53.0~~ gallons of potable water per minute.

C. Additional In-Bay Automatic Carwash Standards.

1. Potable water use per vehicle for a ~~basic base~~ wash, as measured at the facility water meter, shall not exceed ~~thirty forty (4030)~~ gallons.
2. Potable water use per vehicle for a deluxe/premium wash, as measured at the facility water meter, shall not exceed ~~seventy-five forty (4075)~~ 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 ~~thirty-five (35) gallons for a base wash and~~ fifty (50) gallons ~~for a premium wash.~~

18-0706. 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, in its social media releases, 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.

18-0807. 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.

18-0908. 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-~~1009~~. 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. Establishments that modify or expand their operations in a manner that results in increased loadings of grease, fats or oils to their existing grease control device(s) may be required to upgrade their grease control device(s) to meet current requirements and standards.
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 waste.
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 and employee that performed the service (if applicable).
- ~~4. The name and signature of the contract company employee (if applicable).~~
- ~~5.4.~~ The gallons of waste removed.
- ~~6.5.~~ A copy of the service record or manifest from the contract company (if applicable).

Records shall be placed in a logbook, folder, or binder, or stored electronically, ~~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 by the ACSA~~. 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.

The cost to obtain a FOG Waste Discharge Permit is listed in Appendix B. This charge shall include the expense for the ACSA to collect samples for 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.

- ~~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

APPENDIX B

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, 2025~~2026~~

Section 7-07. Temporary Water Service

A. Temporary Water Service

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

<u>B. Meter Size</u>	<u>Deposit</u>
¾" & 1"	\$330.00
1 1/2"	\$440.00
2"	\$550.00

Section 7-08. Temporary Use of Fire Hydrants

- A. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$1,300 (\$150 non-refundable)
 3" hydrant meter - ~~\$2,000~~2,200 (~~\$200-250~~ non-refundable)
- B. 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~~75.00 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 bypass of a required backflow prevention assembly – high hazard
6	\$500	Removal or bypass 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"	\$1,300 (\$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)	~~___ \$6.55~~ <u>\$7.66</u> per thousand gallons
Level 2 (3,001-6,000 gallons per month)	~~___ \$13.12~~ <u>\$15.35</u> per thousand gallons
Level 3 (6,001-9,000 gallons per month)	~~___ \$19.67~~ <u>\$23.01</u> per thousand gallons
Level 4 (over 9,000 gallons per month)	~~___ \$26.25~~ <u>\$30.71</u> per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation water):
~~\$13.12~~ \$15.35 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 ~~\$12.78~~ \$13.16 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"	~~\$12.24~~ <u>14.32</u>
1"	~~\$30.59~~ <u>35.79</u>
1 1/2"	~~\$61.18~~ <u>71.58</u>
2"	~~\$97.88~~ <u>114.52</u>
3"	~~\$195.76~~ <u>229.03</u>
4"	~~\$305.88~~ <u>357.86</u>
6"	~~\$611.74~~ <u>715.70</u>

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 Charges

(a) Water

Primary Meters

3/4" ~~-~~ meter and connection	~~\$1,228~~ <u>2,000</u>
1" ~~-~~ meter and connection	~~\$1,300~~ <u>2,300</u>
Over 1" ~~-~~ meter and connection	Actual Cost

3/4" ~~-~~ meter only	~~\$ 220~~ <u>400</u>
1" ~~-~~ meter only	~~\$ 330~~ <u>500</u>
<u>1 1/2" - meter only</u>	<u>\$2,700</u>
<u>2" - meter only</u>	<u>\$2,900</u>
Over ~~12~~ <u>2</u> " ~~-~~ meter only	Actual Cost

Auxiliary Meters Actual Cost

(b) Wastewater

All Taps	Actual Cost

12-04. B. System Development Charges

Water	~~\$2,100~~ <u>2,300</u> per ERC
Wastewater	~~\$3,300~~ <u>3,600</u> per ERC*

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

12-04. C. RWSA Capacity Charges

Water	~~\$5,300~~ <u>5,900</u> per ERC
Wastewater	~~\$4,300~~ <u>4,700</u> 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 per ERC
South Zone	\$1,389 per ERC

Section 12-05. Installation Charges for Irrigation Meters

A. Auxiliary Meters

Actual cost of installation

3/4" meter and connection¹ \$1,800

3/4" meter and connection² Actual Cost

¹ When the new service can be established without crossing more than 2 lanes of traffic.

² When more than 2 lanes of traffic must be crossed to establish the new service.

Over 3/4" meter and connection Actual Cost

3/4" meter only \$ 400

1" meter only \$ 500

1 1/2" meter only \$2,700

A-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	3/4" – 1"	1 1/4" – 3"	~~\$190.00~~ <u>200.00</u>
B-100	3/4" – 1"	4" – 24"	~~\$190.00~~ <u>200.00</u>
A-2	1 1/2" – 2"	6" – 24"	~~\$275.00~~ <u>300.00</u>
CL-12	4" – 12"	4" – 24"	\$110/inch

Section 13. Miscellaneous Charges

13-02. Account Charge	~~\$13.00~~ <u>15.00</u> 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~~ <u>/trip</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. 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)	~~\$1.75~~ <u>2.00</u> /linear foot
Re-inspection Fee of New Water/Sewer Lines	~~\$45.00/hour~~ <u>Actual Cost</u>
Inspection of New Pumping Stations	Actual Cost

~~13-11. Failure to Report Hydrant Meter — \$55.00 Reading~~

~~13-12. Irrigation System Application Processing Fees:~~

~~a. Plan Review and Meter Sizing — \$ 35.00
Cost — Estimate — preparation
— \$140.00~~

13-~~13~~11. 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
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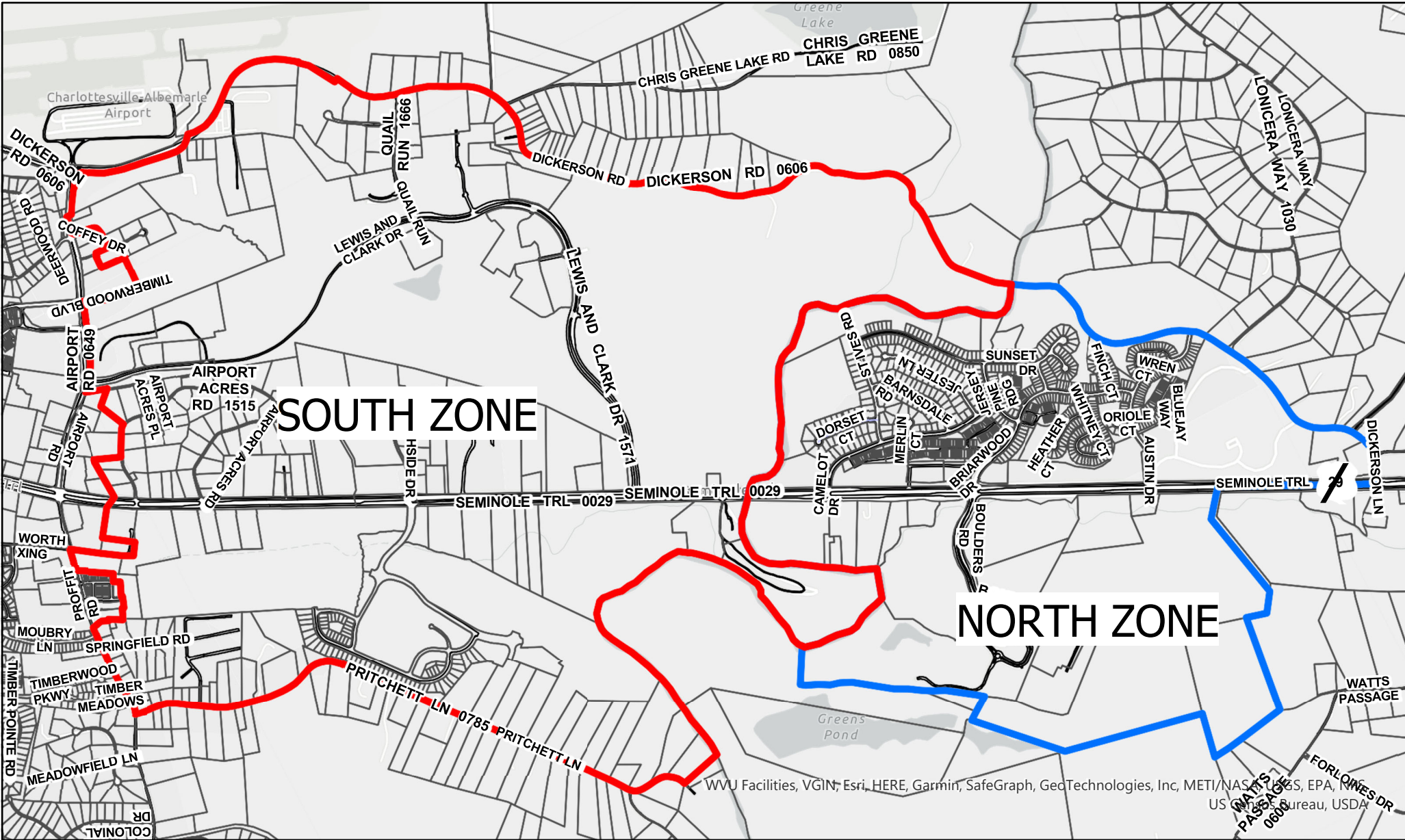
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North Fork Regional Pump Station Special Rate District

List of Parcels in South Zone

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Albemarle County
Service Authority
Serving • Conserving

North Fork Regional Pump Station
Special Rate District Map

Legend

- North Rate Zone Border
- South Rate Zone Border

0 0.13 0.25 0.5 Miles

WVU Facilities, VGIN, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAS, USGS, EPA, NOAA, US Census Bureau, USDA

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 2023;

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, Quin Lunsford, 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 regular session on June 18, 2026, by a vote of ___ to ___.

Quin Lunsford, Secretary-Treasurer



RULES AND REGULATIONS

168 Spotnap Road ~ Charlottesville, VA 22911 ~ Tel (434) 977-4511 ~ Fax (434) 979-0698
www.serviceauthority.org

ALBEMARLE COUNTY SERVICE AUTHORITY

RULES AND REGULATIONS

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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 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 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.

Multi-family – 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. Multi-family 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.

Non-potable 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 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 greater.

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.

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 developer's 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 review and approve, engineered plans for all projects for developing, extending, or any construction of, public water mains and sanitary sewer lines, and all pertinent connections, structures and accessories proposed thereto, 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 the 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 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, 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 should 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 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

All irrigation systems installed after January 1, 2006 shall be served by a dedicated water service and meter.

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 and must either be a 3/4" meter or at least one size smaller than the primary meter to be deemed an auxiliary meter. An irrigation meter that is not an Auxiliary Meter is considered a Primary Meter.

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 Authority shall coordinate with the applicant and witness the testing of the 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 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 90 days, the applicant must pay an additional charge for each 30-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. A fire hydrant meter failing to register consumption for three consecutive months may need to be returned to the Authority.
- 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 45 days, pending inspection of the meter and testing of the 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. The need to order replacement parts may delay return of the deposit.

F. Fire hydrant meters with a backflow prevention assembly 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 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 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, Multi-family Residential, Commercial/Other, and Commercial/Office.
7. The ACSA shall require the installation, maintenance, and testing of an assembly on the domestic water system of each customer in the Residential classification if any portion of the residence that contains plumbing is four (4) or more stories above the domestic meter.
8. 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.
9. 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.
10. 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.
11. 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.
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 a domestic or fire suppression system, as frequently as may be necessary to ensure the safety of the ACSA potable water distribution system.
13. 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.
14. 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.
15. 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.
16. The ACSA shall maintain, and make available, a list of testers Certified by the Commonwealth of Virginia.
17. 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.
18. The ACSA shall send reminder notices to customers possessing a backflow prevention assembly

that the annual test of the assembly is due.

19. 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.
20. 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.
21. The ACSA may discontinue water service to its customers if the pressure in the distribution system drops below 20 psi for any reason.
22. Should a backflow event occur 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, Multi-family Residential, 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 bypassing 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 from its own facilities 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 8-07.6-10. This includes all of the specific facilities listed in 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	DC Acceptable
Domestic, Residential ^{1,2}		X
Domestic, Multi-family and Non-Residential	X	
Fire Suppression	X ³	X
Irrigation	X ^{4,5}	

RPZ – 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 if the system contains any of the following: storage; booster pump; foam or other fire retardant; anti-freeze, or another chemical additive.

⁴ considered high hazard due to the potential for biological and/or chemical contamination.

⁵ 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 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 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 bypass 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 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.

8-21. VIOLATION CHARGES.

The failure to provide corrective action required by an NOV shall result in the issuance of violation charges as outlined in 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 the Backflow Assembly Protects	Water Service that will be Terminated
Domestic	Domestic Supply
Fire 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 private irrigation exclusion meters, they are referenced here for those customers who have refused to allow the ACSA to convert their irrigation exclusion meter or abandon it altogether.

Normal ACSA reconnection 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 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 on water/sewer account deposits, for each full month a deposit is held by the Authority 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 7-08.

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 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.

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. The Authority shall not waive any portion of the applicable, Installation Charges, System Development Charges, RWSA Capacity Charges, or North Fork Special Rate Discharge Charges. 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 or the cost of meter and service 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.**A. Auxiliary Meters.**

The Connection Charges for an Auxiliary Meter is the Installation Charge listed in Appendix B.

B. Primary Meters.

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, 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. 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 serving an irrigation system shall be prohibited.
- 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.

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 new 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 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. 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 (5) 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 or more 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 or more 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 or more 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) focuses on 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 serving the public. This section does not pertain to carwash operations associated with vehicle dealerships or vehicle rental companies.

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 18-05).

18-04. INSPECTION.

An applicant to the CCP shall be subject to an on-site inspection by the ACSA to determine if the facility meets all appropriate criteria listed in Section 18-05. Inspections shall be conducted as determined by the ACSA, 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), water use by toilets, sinks, washing machines, custom detailing, and any other water use not directly related to cleaning vehicles should be eliminated. 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 shall 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 18-05.

For automated carwashes, the amount of potable water used per vehicle wash shall not exceed the volumes specified in Section 18-05. In-bay automatic wash usage shall be determined by averaging the volume of water used by at least two (2) vehicles, as recorded by the facility's water meter. This is to account for the filling of reservoirs to make reverse osmosis quality water and for diluting the reclaimed water supply. Conveyor wash usage shall be determined with one (1) vehicle. If either of these wash types exceeds the allowed maximum water use, the business owner/manager may request that water volume be tested on an additional vehicle, in which case the average of all 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/manager 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. Re-application may occur in thirty (30) calendar days from the denial or revocation of certification.

18-05. 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 3.0 gallons of potable water per minute.

C. Additional In-Bay Automatic Carwash Standards.

1. Potable water use per vehicle for a base wash, as measured at the facility water meter, shall not exceed forty (40) gallons.
2. Potable water use per vehicle for a deluxe/premium wash, as measured at the facility water meter, shall not exceed seventy-five (75) 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 thirty-five (35) gallons for a base wash and fifty (50) gallons for a premium wash.

18-06. 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, in its social media releases, 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.

18-07. 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.

18-08. 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.

18-09. 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 in a location 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. Establishments that modify or expand their operations in a manner that results in increased loadings of grease, fats or oils to their existing grease control device(s) may be required to upgrade their grease control device(s) to meet current requirements and standards.
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 waste.
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 and employee that performed the service (if applicable).
4. The gallons of waste removed.
5. A copy of the service record or manifest from the contract company (if applicable).

Records shall be placed in a logbook, folder, or binder, or stored electronically, 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 by the ACSA. 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. 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.

The cost to obtain a FOG Waste Discharge Permit is listed in Appendix B. This charge shall include the expense for the ACSA to collect samples for 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.

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

SEWERAGE USER REGULATIONS
RIVANNA WATER & SEWER AUTHORITY

Effective September 15, 1975
Revised April 4, 1984
Revised January 1991
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SEWERAGE USER REGULATIONS

RIVANNA WATER & SEWER AUTHORITY

PART I. PREAMBLE

Section 1. Purpose

These Regulations set forth uniform requirements for direct and indirect discharges into the wastewater collection and treatment systems of the Rivanna Water & Sewer Authority (hereinafter called the Authority); enable the Authority to comply with all applicable State and Federal laws; and provide for the protection of the sewerage systems and their respective receiving streams.

Section 2. Scope

These Regulations provide for controlling the quantity, character and rate of discharge of sewage into the Authority's sewerage system and the issuance of Industrial Waste Discharge Permits and shall apply to all dischargers, direct or indirect, into any part of the sewerage system of the Authority.

Section 3. Authority

These Regulations are authorized and required by Section 5.6 of the agreement dated June 12, 1973 by and between the City of Charlottesville, Albemarle County Service Authority, Board of County Supervisors of Albemarle County, and Rivanna Water & Sewer Authority, paragraph 15.1 - 1250, Code of Virginia and the Federal Water Pollution Control Act, as amended.

Section 4. Definitions

Unless the context specifically indicates otherwise, the following words, phrases, and abbreviations used in these Regulations shall be defined as follows:

- a. Act or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.
- b. Approving Authority. The Executive Director of the Rivanna Water & Sewer Authority jointly with the Director of Public Works, City of Charlottesville, or the Executive Director of the Albemarle County Service Authority as appropriate, or their duly authorized representative.
- c. Authorized or Duly Authorized Representative of the User.

- (1) If the User is a corporation:

(a) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(3) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs (1) through (3), above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Authority.

d. Authority. Rivanna Water & Sewer Authority

e. Best Management Practices or BMPs means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Part II Section 1 and 3 [40 CFR 403.5(a)(1) and (b)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. [Note: BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.]

f. Board. The Board of Directors of the Rivanna Water & Sewer Authority

g. BOD (Biochemical Oxygen Demand). The laboratory determination of the quantity of oxygen by weight, expressed in parts per million, utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five (5) days at 20°C. The laboratory determination shall be in accordance with 40 CFR Part 136.

h. Categorical Pretreatment Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

i. COD (Chemical Oxygen Demand). The laboratory determination of the oxygen equivalent expressed in parts per million of that portion of the organic matter that is susceptible to oxidation by the standard dichromate reflux method. The laboratory determination shall be in accordance with 40 CFR Part 136.

j. Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

k. Domestic Sewage. Waterborne wastes normally discharging from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.

l. Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any nondomestic source.

m. Industrial User or User. A source of indirect discharge.

n. Industrial Wastes. All waterborne solids, liquids, or gaseous wastes resulting from any industrial, manufacturing, trade, business or food processing operation or processes, or from the development of any natural resource, exclusive of domestic sewage.

o. Instantaneous Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

p. Interference. A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of Authority's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

q. National Pretreatment Standard, Pretreatment Standard or Standards. Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

r. New Source.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

(2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraphs (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

(a) Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or

equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

s. Parts per Million. A weight to weight ratio.

t. Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of Authority's NPDES permit, including an increase in the magnitude or duration of a violation.

u. Person. Any individual, association, partnership, corporation, municipality, State, Federal agency, or any agent or employee thereof.

v. Permit. An Industrial Waste Discharge Permit issued pursuant to these Regulations.

w. pH. The logarithm (base 10) of the reciprocal of the hydrogen ion concentration.

x. Point of Discharge. The point at which waste is discharged to the publicly owned sewerage system.

y. Pollutant. Any man-made or man-induced material that alters the physical, chemical, biological or radiological integrity of water.

z. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

aa. Public Sewer. Either sanitary or storm sewer in which all owners of abutting properties shall have equal rights and is controlled by public authority.

bb. Publicly Owned Treatment Works or POTW. A treatment works, as defined by section 212 of the Act (33 U.S.C. section 1292), which is owned by the Authority. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.

cc. Radioactive Material or Isotope. Any material containing chemical elements that spontaneously change their atomic structure by emitting any particles or rays.

dd. Sanitary Sewer. A sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.

ee. Septic Tank Wastes. Sewage from domestic septic tank treatment systems.

ff. Sewage. A combination of water-carried wastes from residential, commercial, institutional and industrial establishments, together with such ground, surface and storm waters as may be present.

gg. Sewage Treatment Plant. Any arrangement of devices and structures used for treating sewage.

hh. Sewer. A pipe or conduit used to collect and carry away sewage or storm water run-off from the generating source to sewage treatment plants or receiving streams.

ii. Sewerage. The system of sewers and appurtenances for the collection, transportation, pumping and treatment of sewage.

jj. Shall and May. "Shall" wherever used in these Regulations will be interpreted in its mandatory sense; "may" is permissive.

kk. Significant Industrial User (SIU). Any industrial user who:

(1) Is subject to categorical Pretreatment Standards; or

(2) Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); or

(3) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW plant; or

(4) Is designated as such by the Authority on the basis that it has a reasonable potential for adversely affecting the POTW's operation, for violating any Pretreatment Standard or Requirement, for pass through of pollutants contaminate sludge, or to endanger collection/treatment workers.

ll. Slug Load or Slug Discharge. Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Part II Section 1 and 3 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

mm. Wastewater Manager. The person designated by the Authority to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this ordinance. The term also means a Duly Authorized Representative of the Wastewater Manager.

nn. Surcharge. The additional charge for treating sewage containing concentrations of BOD and/or

suspended solids in excess of 240 parts per million.

oo. Suspended Solids. Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering. Quantitative determination of suspended solids shall be made in accordance with 40 CFR Part 136.

pp. Toxic Substances. Any substance whether gaseous, liquid or solid, of such character or in such quantity that when discharged to the sanitary sewer will interfere with any sewage treatment process, cause a hazard to any portion of the sewerage system, constitute a hazard to any living organism, a hazard in the stream or watercourse receiving the effluent from the sewage treatment plant, or interfere with sludge disposal.

qq. Trade Secrets. Any formula, plan, pattern, process, tool, mechanism, material, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate or produce a compound, an article of trade, or a service having commercial value and which gives its users an opportunity to obtain a business advantage over competitors who do not know or use it.

PART II. DISCHARGE REQUIREMENTS

Section 1. Prohibited Waste Discharges

No person shall discharge or cause to be discharged into any portion of the sewerage system, directly or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the collection system or sewage treatment plant; constitute a hazard to human life or health, interfere with or impede the disposal of treatment by-products such as scums and sludges; pass through the treatment system so as to violate any local, State or Federal stream standard; or create a public nuisance.

Section 2. National Categorical Pretreatment Standards

Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471.

a. Where a categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Wastewater Manager may impose equivalent concentration or mass limits only if the Industrial User meets all of the conditions set forth in Part II Section 2.a and Part II Section 2.d below.

(1) To be eligible for equivalent mass limits, the Industrial User must:

- (a) Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water use during the term of its individual wastewater discharge permit;
- (b) Currently use control and treatment technologies adequate to achieve compliance

with the applicable categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;

(c) Provide sufficient information to establish the facility's actual average daily flow rate for all wastestreams, based on data from a continuous effluent flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily flow rate and the long-term average production rate must be representative of current operation conditions;

(d) Not have daily flow rates, production levels, or pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and

(e) Have consistently complied with all applicable categorical Pretreatment Standards during the period prior to the Industrial User's request for equivalent mass limits.

(2) An Industrial User subject to equivalent mass limits must:

(a) Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;

(b) Continue to record the facility's flow rates through the use of a continuous effluent flow monitoring device;

(c) Continue to record the facility's production rates and notify the Wastewater Manager whenever production rates are expected to vary by more than 20 percent from its baseline production rates determined in paragraph Part II Section 2.a.(1)(c) of this Section. Upon notification of a revised production rate, the Wastewater Manager will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

(d) Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraphs Part II Section 2.a.(1)(a) of this Section so long as it discharges under an equivalent mass limit.

(3) When developing equivalent mass limits, the Wastewater Manager:

(a) will calculate the equivalent mass limit by multiplying the actual average daily flow rate of the regulated process(es) of the Industrial User by the concentration-based Daily maximum and Monthly Average Standard for the applicable categorical Pretreatment Standard and the appropriate unit conversion factor;

(b) Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and

(c) May retain the same equivalent mass limit in subsequent individual wastewater discharger permit terms if the Industrial User's actual average daily flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Part II Section 3.m.

b. When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Wastewater Manager may convert the limits to equivalent

limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Industrial Users.

c. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Wastewater Manager may impose an alternate limit in accordance with 9 VAC 25-31-780.E.

d. The Wastewater Manager may convert the mass limits of the categorical Pretreatment Standards of 40 CFR Parts 414, 419, and 455 to concentration limits for the purposes of calculating limitations applicable to individual Industrial Users. The conversion is at the discretion of the Wastewater Manager.

Section 3. Local Limits

The Wastewater Manager is authorized to establish Local Limits pursuant to 40 CFR 403.5(c).

Section 4. Specific Prohibitions

Discharges of the following are expressly prohibited:

a. Any waste having a temperature greater than 150 degrees F at the point of discharge or of such temperature and quantity to cause the sewage treatment plant influent temperature to exceed 104 degrees F.

b. Any water or waste containing more than 100 parts per million of fat, oil, or grease, as determined by procedure 1664 N-Hexane Extractable Material (HEM), EPA Methods and Guidance for Analysis of Water April 1995. An analytic value of greater than 100 parts per million shall require further testing utilizing the Silica Gel Treated (SGT-HEM) procedure and compliance will be determined based on the two test results.

c. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through.

d. Any gasoline, benzene, naphtha or other hydrocarbon solvents or oils, or other flammable or explosive liquids, solids or gases with a closed cup flashpoint of less than 140 degrees F.

e. Any waters or wastes having a stabilized pH lower than 6.0 or higher than 9.0 or having properties capable of causing damage to structures and equipment of the sanitary sewerage system.

f. Any noxious or malodorous gas or substance capable of creating a public nuisance, or any substance or compound, which, when introduced into a reducing environment such as might exist in the sewer system, might cause the evolution of a malodorous gas and thereby create a public nuisance.

- g. Any discharge of pollutants which result in the presence of toxic gases, vapors, or fumes in a quantity that may cause acute worker health and safety problems.
- h. Any trucked or hauled wastes except as provided for in Part II, Section 6 of these Regulations.
- i. Any waters or wastes having objectionable color which is not removable by the existing sewage treatment plant processes.
- j. Any waters or wastes containing BOD, COD, or suspended solids of such character and quantity that unusual attention or expense is required in the handling of such materials in the sewerage system.
- k. Any stormwater, surface water, ground water, roof run-off, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters.
- l. Any wastes containing any radioactive materials or isotopes of such half-life or concentration as may exceed any limits established by applicable State or Federal regulations.
- m. Any water added for the purpose of diluting wastes which would otherwise exceed applicable maximum concentration limits set for any pollutant at the point of discharge, but which would accumulate to undesirable quantities in the collection and/or treatment systems.
- n. Any wastes containing concentrations of phenols, arsenic, barium, cadmium, chromium, copper, cyanide, iron, lead, mercury, nickel, silver, zinc or other substances in excess of concentrations which may be adopted by the Board.
- o. Any slug discharges.
- p. Any wastes requiring the introduction of a quantity of chlorine or any other compound beyond the range normally required for sewage treatment purposes.
- q. Any solid or viscous substances capable of causing obstruction to flow in sewers or interference with proper operation of the sewage treatment facilities.
- r. Any lime sludges resulting from the pretreatment and/or removal of metals.

Section 5. Construction and Interpretation

The omission of any particular waste from the standards outlined herein does not imply that discharge of such waste to the sanitary sewer system will be permitted. Any liquid waste of peculiar character and volume, or of toxic or unusual nature shall be subject to review by the Approving Authority and standards deemed applicable established by the Approving Authority.

The requirements set forth herein are generally applicable but are not absolutely fixed. Such

requirements may be made more restrictive and more stringent by the Board if a survey of the sanitary sewer system and/or analyses of sewage treatment plant operating data, or standards set by the Virginia State Water Control Board for receiving streams indicate that such action is necessary for the protection of the sewerage system. Such requirements may be made more liberal only by Resolution of the Board, duly adopted, and based upon satisfactory evidence and proof that the discharge of a particular waste having concentration of particular substance, compound, or element in excess of those outlined herein has no adverse effect on the sewerage system, sludge disposal, or the quality of the receiving stream. No such Resolution may allow contravention of any State or Federal regulation or standard.

Section 6. Notification of Violation

Dischargers shall notify the Authority immediately by telephone or in person upon discharging wastes in violation of these Regulations accidentally or otherwise. Such notification shall be followed within five (5) days of the day of occurrence by a detailed written statement to the Authority describing the causes of the discharge and the measures being taken to prevent future occurrences. Dischargers are required to take all reasonable counter-measures to stop the discharge and to neutralize its effect, if possible.

Section 7. Acceptance of Off-Site and Septic Tank Wastes

Wastes from sites not served by the public sewerage system may be considered for disposal on a case by case basis. Any person requesting such disposal shall first obtain a Letter of Acceptance from the Authority by submitting the appropriate information contained in Part III Section 2 (a)-(l) of these Regulations. A separate request must be made for each discharge unless it can be demonstrated that the wastes are routinely produced and of such quality that individual consideration can be waived. The Letter of Acceptance issued to haulers of septic tank wastes shall be in the form of a Permit subject to all the provisions of Part III, Industrial Waste Discharge Permits. The conditions of the Letter of Acceptance may include, but need not be limited to the following:

- a. Maximum permissible composite concentration of wastewater constituents;
- b. Limits on rate and time of discharge or requirements for flow regulation;
- c. Requirements for inspection and sampling;
- d. Requirements for recording, maintaining and reporting information concerning the origin of each tank truck load and identification of contributor(s);
- e. Prohibition of discharge of certain wastewater constituents;
- f. Other conditions as deemed appropriate by the Authority to insure compliance with these Regulations.

Section 8. Accidental Discharge/Sludge Discharge Control Plans

The Wastewater Manager shall evaluate whether each SIU needs an accidental discharge/sludge discharge control plan or other action to control Slug Discharges at least once during the term of the SIU permit or within 1 year of being identified as a SIU. The Wastewater Manager may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Wastewater Manager may develop such a plan for any User. An accidental discharge/sludge discharge control plan shall address, at a minimum, the following:

- a. Description of discharge practices, including nonroutine batch discharges;
- b. Description of stored chemicals;
- c. Procedures for immediately notifying the Wastewater Manager of any accidental or Slug Discharge, as required by Part II Section 5 of this ordinance; and
- d. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

PART III. INDUSTRIAL WASTE DISCHARGE PERMITS

Section 1. Permits Required

Any person desiring to discharge industrial wastes into the public sanitary sewer system shall notify the Approving Authority of the nature and characteristics of their proposed wastewater discharge prior to commencing said discharge. The Approving Authority may, upon receiving notice of a proposed discharge, require application for a Permit. It shall be unlawful for any significant industrial user to discharge any industrial wastes, either directly or indirectly, into the public sewerage system without first obtaining a Permit.

Section 2. Permit Applications

Any person notified by the Approving Authority of the requirement to apply for a Permit shall complete and file with the Approving Authority the following information as appropriate:

- a. Name, address, and telephone number of applicant and contact person, and the name and current mailing address of the owner of the premises from which industrial wastes are intended to be discharged;

- b. Standard Industrial Classification (SIC) code of both the industry as a whole and any processes for which Federal categorical pretreatment standards have been promulgated;
- c. Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any Federal, State, or local standards. Sampling and analysis will be undertaken in accordance with 40 CFR Part 136;
- d. Time and duration of the discharge;
- e. Daily maximum, daily average, and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- f. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the sewerage system;
- g. The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation and all points of discharge;
- h. Each product produced by type, amount, process or processes and rate of production;
- i. Type and amount of raw materials processed (average and maximum per day);
- j. Number and type of employees, hours of operation, and proposed or actual hours of operation of the pretreatment system;
- k. Whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet all applicable Federal, State, and local standards. If additional pretreatment and/or O&M will be required to meet the standards, then the industrial user shall indicate the shortest time schedule necessary to accomplish installation or adoption of such additional treatment and/or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:
 - (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, beginning operation, and conducting routine operation). No increment referred to above shall exceed nine (9) months, nor shall the total compliance period exceed eighteen (18) months;
 - (2) No later than fourteen (14) days following each date in the schedule and the final date for

compliance, the user shall submit a progress report to the Approving Authority including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to the Approving Authority; and

(3) Any other information as may be deemed necessary to evaluate the Permit application.

l. All applications must be signed and certified in accordance with Part III, Section 1.

m. A list of any environmental control permits held by or for the facility.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Section 3. Processing and Issuance of Permits

The Approving Authority will evaluate the Permit application and determine the need for issuing a Permit. If a Permit is required, a draft Permit may be issued within sixty (60) days after all data required by these Regulations have been furnished to and accepted by the Approving Authority. The applicant shall then be allowed a thirty (30) day comment period. Upon the expiration of the comment period, or upon the expiration of ninety (90) days from the date the data have been furnished and accepted, the Approving Authority shall issue or deny a Permit. A Permit may contain appropriate restrictions. Issuance of a Permit shall not relieve the discharger from complying with all applicable laws, regulations, and ordinances promulgated by other government authority, nor shall the issuance of a Permit be construed as a representation by the Approving Authority that the discharge permitted therein complies with such laws, regulations and ordinances. No Permit is transferable.

Section 4. Denial of a Permit

Should the waste from an applicant's operations be deemed to be inadmissible into the sanitary sewer system because of objectionable character as defined by these Regulations, or because of flow characteristics incompatible with the best use of the receiving sewer, the Approving Authority will not approve the discharge of such waste into the sanitary sewer system until such person has employed, at his own expense, methods and processes of pretreatment as will render the waste admissible to the sanitary sewer system in accordance with these Regulations. The Approving Authority will not specify, suggest, or recommend equipment, structures, or arrangements comprising the pretreatment processes. The methods and procedures of the

pretreatment to be employed shall be reviewed and approved with the same procedure as stipulated for Permit applications. Approval of discharge of industrial wastes by any person will be given only on the basis of performance of pretreatment processes, if pretreatment should be required.

Section 5. Permit Conditions

Permits shall include such conditions as are reasonably deemed necessary by the Approving Authority to prevent pass through or interference, protect the quality of the stream receiving the sewage treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the sewerage system. Permits must contain, but need not be limited to, the following:

- a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- b. Limits on the average and/or maximum concentration, mass, or other measure of identified wastewater constituents or properties;
- c. Requirements for the installation of pretreatment technology or construction of appropriate containment devices designed to reduce, eliminate, or prevent the introduction of pollutants into the sewerage system;
- d. Development and implementation of spill control plans or other special conditions including additional management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;
- e. Requirements for installation and maintenance of inspection and sampling facilities;
- f. Specifications for self-monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests, and reporting schedules;
- g. Compliance schedules;
- h. Requirements for submission of technical reports or discharge reports;
- i. Requirements for record keeping relating to wastewater discharges and access thereto;
- j. Requirements for notification of any new wastewater constituents or of any substantial change in the volume or character of the wastewater being introduced into the sewerage system;
- k. Requirements for the notification of any change in the manufacturing and/or pretreatment process used by the discharger;
- l. Requirements for notification of excessive, accidental, or slug discharges;

- m. Requirements to control Slug Discharge, if determined by the Wastewater Manager to be necessary; and
- n. Other conditions as deemed appropriate to ensure compliance with these Regulations and State and Federal laws, rules and regulations.
- o. A Statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- p. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards.
- q. A Statement that indicates the wastewater discharge permit issuance date, expiration date and effective date.
- r. A statement that the permit is nontransferable without prior notification to the Authority.

Section 6. Duration of Permits

Permits shall be issued for a period of time not to exceed three (3) years. An expired Permit will continue to be effective and enforceable until the Permit is reissued if the failure to reissue the Permit, prior to expiration of the previous Permit, is not due to any act or failure to act on the part of the industrial user.

Section 7. Modification of Permits

The terms and conditions of any Permit may be subject to modification and change by the Approving Authority during the life of the Permit to accommodate changed conditions and as local, State and Federal laws, rules and regulations are modified or amended, or as new National Categorical Pretreatment Standards are promulgated. Permit holders shall be informed of any proposed changes in their respective Permits at least sixty (60) days prior to the effective date of change and shall be allowed a comment period relating to any of the proposed changes in their Permits within the first thirty (30) days after issuance of such proposed changes by the Approving Authority. The Approving Authority shall allow a discharger a reasonable period of time to comply with any changes in the Permit required by the Approving Authority unless otherwise required by emergency or governmental regulations. Nothing in these Regulations is intended to preclude the Approving Authority from taking immediate action to temporarily modify a Permit when there is imminent risk of injury to the sewerage system or to the health and welfare of the public or to the environment.

Section 8. Separate Permits Required

A separate Permit shall be required for each wastewater connection discharging, directly or indirectly, into the sewerage system. For each discharger having multiple connections at a single plant or facility, a single Permit will be required which may set forth specific effluent limitations and conditions for discharge from each separate connection.

Section 9. Non-Transferability

Permits are issued to a specific user for a specific operation and are not assignable to another user or location.

a. In the event of any change in ownership of facilities from which the discharge is permitted, the permittee shall notify the succeeding owner of this Permit by letter with a copy forwarded to the Authority. The succeeding owner must apply for a new Permit within thirty (30) days of assuming ownership and comply with the terms of this Permit until a new Permit is issued.

b. Any anticipated facility expansion, production increases, or process modifications which will result in new, different or increased discharges of pollutants must be reported to the Authority.

(1) If any changes will not violate the discharge limitations specified in this Permit, the Permit may be modified to specify and limit any pollutants not previously limited.

(2) If such changes violate the discharge limitations specified in this Permit, this Permit will become void and a new Permit application must be submitted.

PART IV. ADMINISTRATION

Section 1. Administration

Except as otherwise provided herein, the Executive Director of the Authority shall administer, implement and enforce the provisions of these Regulations. Any power granted, or duties imposed upon the Executive Director may be delegated by the Executive Director to persons in the employ of the Authority.

Section 2. Monitoring

a. The volume or quantity of industrial waste discharged by any person into the sanitary sewer system shall be measured by one or more of the following methods:

(1) If the volume of water used by any person in his industrial or process operations is substantially the same as the volume purchased from the municipal waterworks system, then the volume of water purchased should be considered to be the volume of waste discharged.

(2) If a substantial portion of the water purchased from the City of Charlottesville and/or Albemarle County Service Authority is used for purposes that do not require the discharge of such used water to the sanitary sewer system, such person shall, at his own expense, either:

(a) install a meter(s) of design approved by the Approving Authority on the water supply line(s) to his industrial and/or process operations or,

(b) install a meter(s) of design approved by the Approving Authority on the waste line(s) from his industrial and/or process operations.

The volume of water or waste flow, respectively, as measured through said meters shall be considered to be the volume of waste discharged to the sanitary sewer system.

(3) If any person proposing to discharge industrial wastes into the sanitary sewer system does not secure his entire water supply requirements from the City of Charlottesville and/or Albemarle County Service Authority such person shall, at his own expense, install a meter(s) of design approved by the Approving Authority on the waste line(s) from his industrial and/or process operations. The volume of waste flow, as measured through said meter(s) shall be considered to be the volume of waste discharged to the sanitary sewer system.

b. Samples to determine the character and concentration of industrial wastes discharged into the sanitary sewer system for purposes of determining compliance with these Regulations and calculating surcharges, shall be collected by Authority personnel as may be deemed necessary by the Approving Authority. The methods used to determine the character and concentration of the industrial wastes shall be in accordance with 40 CFR Part 136.

Industries wishing to include samples other than those regularly scheduled may request the Authority to do so. Costs incidental to sampling and analyzing of wastes for purposes of determining compliance with these Regulations, or that are applicable to surcharges shall be paid for by those persons discharging wastes into the sanitary sewers.

c. A Permit holder may be required to construct, at his own expense, a control manhole on the waste line(s) from his industrial and/or process operations for the purpose of facilitating observations, measurements, and sampling of the industrial wastes discharged from such person's establishment. The control manhole shall be constructed in a suitable and satisfactory location downstream from any pretreatment facilities, holding tanks, or other approved works, and ahead of the point of discharge of such waste into the sanitary sewer system. The design of the control manhole shall be in accordance with the requirements of the Approving Authority. The control manhole shall be maintained by such person so as to be safe, accessible and in proper operating condition at all times.

d. Properly identified Authority personnel shall be allowed access at all reasonable times for purposes of inspection and sampling and shall have the right to inspect and copy records.

Section 3. Baseline Monitoring Reports

a. Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the Wastewater Manager a report which contains the information listed in paragraph (2), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Wastewater Manager a report which contains the information listed in paragraph (2), below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

b. Users described above shall submit the information set forth below.

(1) All information required in Part III Section 2.a-m. [Note: See 40 CFR 403.12(b)(1)-(7)]

(2) Measurement of pollutants.

(a) The User shall provide the following information:

(i) The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

(ii) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Wastewater Manager, of regulated pollutants in the discharge from each regulated process.

(iii) Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.

(iv) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Part IV Section 15 of this ordinance. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Wastewater Manager or the applicable Standards to determine compliance with the Standard.

(b) The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

(c) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

(d) Sampling and analysis shall be performed in accordance with Part IV Section 15;

(e) The Wastewater Manager may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

(f) The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

(3) Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Part I Section 4 (c) and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

(4) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in Part IV Section 4 of this ordinance.

(5) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Part IV Section 12 of this ordinance and signed by an Authorized Representative as defined in Part I Section 4 (c).

Section 4. Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Part IV Section 3 (b)(4) of this ordinance:

a. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment

required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);

b. No increment referred to above shall exceed nine (9) months;

c. The User shall submit a progress report to the Wastewater Manager no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and

d. In no event shall more than nine (9) months elapse between such progress reports to the Wastewater Manager.

Section 5. Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Wastewater Manager a report containing the information described in Part III Section 2(e) and Part IV Section 3(b)(2) of this ordinance. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Part II Section 2 [Note: See 40 CFR 403.6(c)], this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Part IV Section 12 of this ordinance. All sampling will be done in conformance with Part IV Section 16.

Section 6. Periodic Compliance Reports

a. All Significant Industrial Users must, at a frequency determined by the Wastewater Manager submit no less than twice per year (June and December) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Wastewater Manager or the Pretreatment Standard necessary to determine the compliance status of the User.

b. All periodic compliance reports must be signed and certified in accordance with Part IV Section 12 of this ordinance.

c. All wastewater samples must be representative of the User's discharge. Wastewater monitoring

and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

d. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Wastewater Manager, using the procedures prescribed in Part IV Section 16 of this ordinance, the results of this monitoring shall be included in the report. [Note: See 40 CFR 403.12(g)(6)].

Section 7. Reports of Potential Problems

a. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Wastewater Manager of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

b. Within five (5) days following such discharge, the User shall, unless waived by the Wastewater Manager, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.

c. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1), above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.

d. Significant Industrial Users are required to notify the Wastewater Manager immediately of any changes at its facility affecting the potential for a Slug Discharge.

Section 8. Reports of Changed Conditions

Each User must notify the Wastewater Manager of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least fourteen (14) days before the change.

a. The Wastewater Manager may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Part III Section 2 of this ordinance.

b. The Wastewater Manager may issue an individual wastewater discharge permit under Part III Section 3 of this ordinance or modify an existing wastewater discharge permit under Part III Section 7 of this ordinance in response to changed conditions or anticipated changed conditions.

c. All Users are required to notify the Wastewater Manager immediately of any changes at its facility affecting the potential for a Slug Discharge.

Section 9. Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User must notify the Wastewater Manager within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Wastewater Manager within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the Authority performs sampling at the User's facility at least once a month, or if the Authority performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the Authority receives the results of this sampling, or if the Authority has performed the sampling and analysis in lieu of the Industrial User.

Section 10. Requirement to Conduct Representative Sampling

All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

Section 11. Notification of the Discharge of Hazardous Waste

a. Any User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Part IV Section 8 of this ordinance. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Part IV Sections Section 3, Section 5 and Section 6 of this

ordinance.

b. Dischargers are exempt from the requirements of paragraph a. above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.

c. In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Wastewater Manager, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

d. In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

e. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.

Section 12. Certification Statements

Certification of Permit Applications, User Reports and Initial Monitoring Waiver— The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Part III Section 2(l); Users submitting baseline monitoring reports under Part IV Section 3(b)(5) [Note: See 40 CFR 403.12 (l)]; Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Part IV Section 5 [Note: See 40 CFR 403.12(d)]; Users submitting periodic compliance reports required by Part IV Section 6 [Note: See 40 CFR 403.12(e) and (Note: See 40 CFR 403.12(e)(2)(iii))]. The following certification statement must be signed by an Authorized Representative as defined in Part I Section 4(c):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Section 13. Recordkeeping

Users subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the Authority, or where the User has been specifically notified of a longer retention period by the Wastewater Manager.

Section 14. Submission of All Monitoring Data

If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Wastewater Manager, using the procedures prescribed in Part IV Section 16 of this ordinance, the results of this monitoring shall be included in the report.

Section 15. Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Wastewater Manager or other parties approved by EPA.

Section 16. Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period. All Significant Industrial Users must, at a frequency determined by the Wastewater Manager sample no less than twice per year (June and December).

a. Except as indicated in Section b and c below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Wastewater Manager. Where time-proportional composite sampling or grab sampling is authorized by the Authority, the samples must be

representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the Authority, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

b. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

c. For sampling required in support of baseline monitoring and 90-day compliance reports required in Part IV Section 3 and Section 5 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, [the Wastewater Manager] may authorize a lower minimum. For the reports required by paragraphs Part IV Section 6 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

Section 17. Costs

a. A surcharge for treating wastes with BOD and/or suspended solids concentrations greater than 240 parts per million may be rendered. This surcharge shall be imposed as herein provided in addition to any existing sewer service charges and to any sewer charge imposed after the adoption of these Regulations. The surcharge shall include:

- (1) A charge covering the cost incurred by the Authority in treating the wastes in the sewage treatment plants; and
- (2) A charge covering the cost incurred by the Authority in sampling and analyzing the discharge.

b. The surcharge, as set forth in Paragraph a. of this Section, shall be shown separately on the regular bill rendered to the proper persons each month by the City of Charlottesville or the Albemarle County Service Authority. The dischargers shall pay in accordance with practices existing for payment of sewer charges.

c. The City of Charlottesville and the Albemarle County Service Authority shall remit to the Authority each month that part of the surcharge attributable to the increased operating and maintenance costs incurred by the Authority in treating the waste.

d. The Authority shall review, at least annually, the basis for determining charges and shall adjust

the unit treatment costs to reflect increases or decreases in wastewater treatment costs based upon the Authority's adopted annual budget.

e. Charges for the disposal of off-site and septic tank wastes as provided for in Part II Section 4 will be paid by the Permittee directly to the Authority in accordance with the current schedule and conditions contained in the Letter of Acceptance. Acceptance of domestic septic tank wastes is further subject to the advance purchase and render upon delivery for discharge, of a coupon to the operator on duty.

PART V. VIOLATIONS AND ENFORCEMENT

Section 1. Suspension of Permits

a. The Approving Authority may suspend a Permit for a period not to exceed sixty (60) days when suspension is necessary in order to stop a discharge which, in the judgement of the Authority presents an imminent hazard to the public health, safety or welfare, to the local environment, or to any portion of the sewerage system.

b. Any discharger notified of a suspension of his Permit shall immediately cease discharge of all industrial wastewater into the sewerage system. In the event of a failure of a discharger to comply voluntarily with the suspension order, the Authority shall take such steps as are reasonably necessary to ensure compliance. The Permit may be reinstated upon such terms and conditions as may be required if a reinspection by Authority personnel reveals that the effluent is again in compliance with terms and conditions of the Permit.

Section 2. Emergency Suspensions

The Wastewater Manager may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Wastewater Manager may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Wastewater Manager may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Wastewater Manager may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Wastewater Manager that the period of endangerment has passed, unless the termination proceedings in Section 3 of this ordinance are initiated against the User.

b. A User that is responsible, in whole or in part, for any discharge presenting imminent

endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Wastewater Manager prior to the date of any show cause or termination hearing under Section 3 of this ordinance.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

Section 3. Revocation of Permits

Permits may be revoked for just cause including but not limited to:

- a. Violation of any terms or conditions of the Permit or of any of these Regulations or any other government Regulations or discharge prohibitions.
- b. Obtaining a Permit by misrepresentation.
- c. Failure to disclose fully relevant facts or to report significant changes in wastewater volume, constituents or characteristics.
- d. False statements or data in any required monitoring report.
- e. Refusal of reasonable access to the discharger's premises for the purpose of inspection or monitoring.
- f. Failure to pay any and all costs as outlined in Section 4 herein or Part IV Sections 2(b) and Section 17(a) preceding.

Section 4. Consequences of Revocation

Before any further discharge of industrial wastewater may be made by a discharger whose Permit has been revoked, the discharger must apply for, and be granted, a reinstatement of the terminated Permit, or a new Permit, as the Approving Authority may require, and pay all delinquent fees, charges and costs occasioned by the violation.

When the Wastewater Manager finds that a User has violated, or continues to violate, any provision of this ordinance, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Wastewater Manager may petition the Approving Authority for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, or other requirement imposed by this ordinance on activities of the User. The Wastewater Manager may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

Section 5. Criminal/Civil Liability

Any person who willfully or negligently violates any provision of these Regulations may be subject to criminal penalties or a fine of up to \$1000 per day of violation, or by imprisonment for up to twelve months, or by both fine and imprisonment.

Further, any person who violates any provision of these Regulations or any condition or limitation of a Permit, or plan approval related thereto, shall be financially responsible and liable to the Authority, in addition to normal service charges and surcharges, for all costs incurred by the Authority associated with the violation of these Regulations, including, but not limited to the following:

- a. Cost of mileage and labor incurred in detecting and correcting the violation.
- b. Laboratory analysis costs associated with detecting and correcting the violation.
- c. Additional treatment costs caused by the violation or associated with detecting and correcting the violation.
- d. Costs of any additional equipment acquired or expended by the Authority for detecting or correcting the violation.
- e. Repair and/or replacement of any part of the sewage system damaged by the violation.
- f. Any liability, damages, fines or penalties incurred by the Authority as a result of the violation.
- g. Other costs as are associated with the detecting and correcting of the violation.

Section 6. Remedies Nonexclusive

The remedies provided for in this ordinance are not exclusive. The Wastewater Manager may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the Authority's enforcement response plan. However, the Wastewater Manager may take other action against any User when the circumstances warrant. Further, the Wastewater Manager is empowered to take more than one enforcement action against any noncompliant User.

Section 7. Confidential Information

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, and monitoring programs, and from the Wastewater Manager inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Wastewater Manager, that the release of such information would divulge information, processes, or

methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data, as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

Section 8. Publication of Users in Significant Noncompliance

The Wastewater Manager shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the Authority, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (or any other Industrial User that violates paragraphs (c), (d) or (h) of this Section) and shall mean:

- a. Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits;
- b. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- c. Any other violation of a Pretreatment Standard or Requirement as defined by Part I, Section 4 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Wastewater Manager determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- d. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Wastewater Manager's exercise of its emergency authority to halt or prevent such a discharge;
- e. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

f. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

g. Failure to accurately report noncompliance; or

h. Any other violation(s), which may include a violation of Best Management Practices, which the Wastewater Manager determines will adversely affect the operation or implementation of the local pretreatment program.

PART VI. SEVERABILITY

If any section, clause, provision, or portion of these Regulations shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of these Regulations.

APPENDIX B

ALBEMARLE COUNTY SERVICE AUTHORITY WATER AND SEWER RATE SCHEDULE

Effective July 1, 2026

Section 7-07. Temporary Water Service

A. Temporary Water Service

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

<u>B. Meter Size</u>	<u>Deposit</u>
¾" & 1"	\$330.00
1 1/2"	\$440.00
2"	\$550.00

Section 7-08. Temporary Use of Fire Hydrants

- A. 1" hydrant meter - \$600 (\$100 non-refundable)
 1 ½ hydrant meter - \$1,300 (\$150 non-refundable)
 3" hydrant meter - \$2,200 (\$250 non-refundable)
- B. 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 \$75.00 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 bypass of a required backflow prevention assembly – high hazard
6	\$500	Removal or bypass 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 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)	\$7.66 per thousand gallons
Level 2 (3,001-6,000 gallons per month)	\$15.35 per thousand gallons
Level 3 (6,001-9,000 gallons per month)	\$23.01 per thousand gallons
Level 4 (over 9,000 gallons per month)	\$30.71 per thousand gallons

Non-Residential and Multi-Family Residential Water Rate (except irrigation water):
\$15.35 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	\$13.16 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"	\$14.32
1"	\$35.79
1 1/2"	\$71.58
2"	\$114.52
3"	\$229.03
4"	\$357.86
6"	\$715.70

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 Charges**(a) Water****Primary Meters**

3/4" - meter and connection	\$2,000
1" - meter and connection	\$2,300
Over 1" - meter and connection	Actual Cost
3/4" - meter only	\$ 400
1" - meter only	\$ 500
1 1/2" - meter only	\$2,700
2" - meter only	\$2,900
Over 2" - meter only	Actual Cost

(b) Wastewater

All Taps	Actual Cost

12-04. B. System Development Charges

Water	\$2,300 per ERC
Wastewater	\$3,600 per ERC*

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

12-04. C. RWSA Capacity Charges

Water	\$5,900 per ERC
Wastewater	\$4,700 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 per ERC
South Zone	\$1,389 per ERC

Section 12-05. Installation Charges for Irrigation Meters

A. Auxiliary Meters

3/4" meter and connection ¹	\$1,800
3/4" meter and connection ²	Actual Cost
¹ When the new service can be established without crossing more than 2 lanes of traffic.	
² When more than 2 lanes of traffic must be crossed to establish the new service.	
Over 3/4" meter and connection	Actual Cost
3/4" meter only	\$ 400
1" meter only	\$ 500
1 1/2" meter only	\$2,700

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	3/4" – 1"	1 1/4" – 3"	\$200.00
B-100	3/4" – 1"	4" – 24"	\$200.00
A-2	1 1/2" – 2"	6" – 24"	\$300.00
CL-12	4" – 12"	4" – 24"	\$110/inch

Section 13. Miscellaneous Charges

13.02. Account Charge	\$15.00 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/trip 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	10% On Outstanding balance
Late Payment Charge	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)	\$2.00/linear foot
Re-inspection Fee of New Water/Sewer Lines	Actual Cost
Inspection of New Pumping Stations	Actual Cost
13-11. 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 water service for the duration of the emergency.

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
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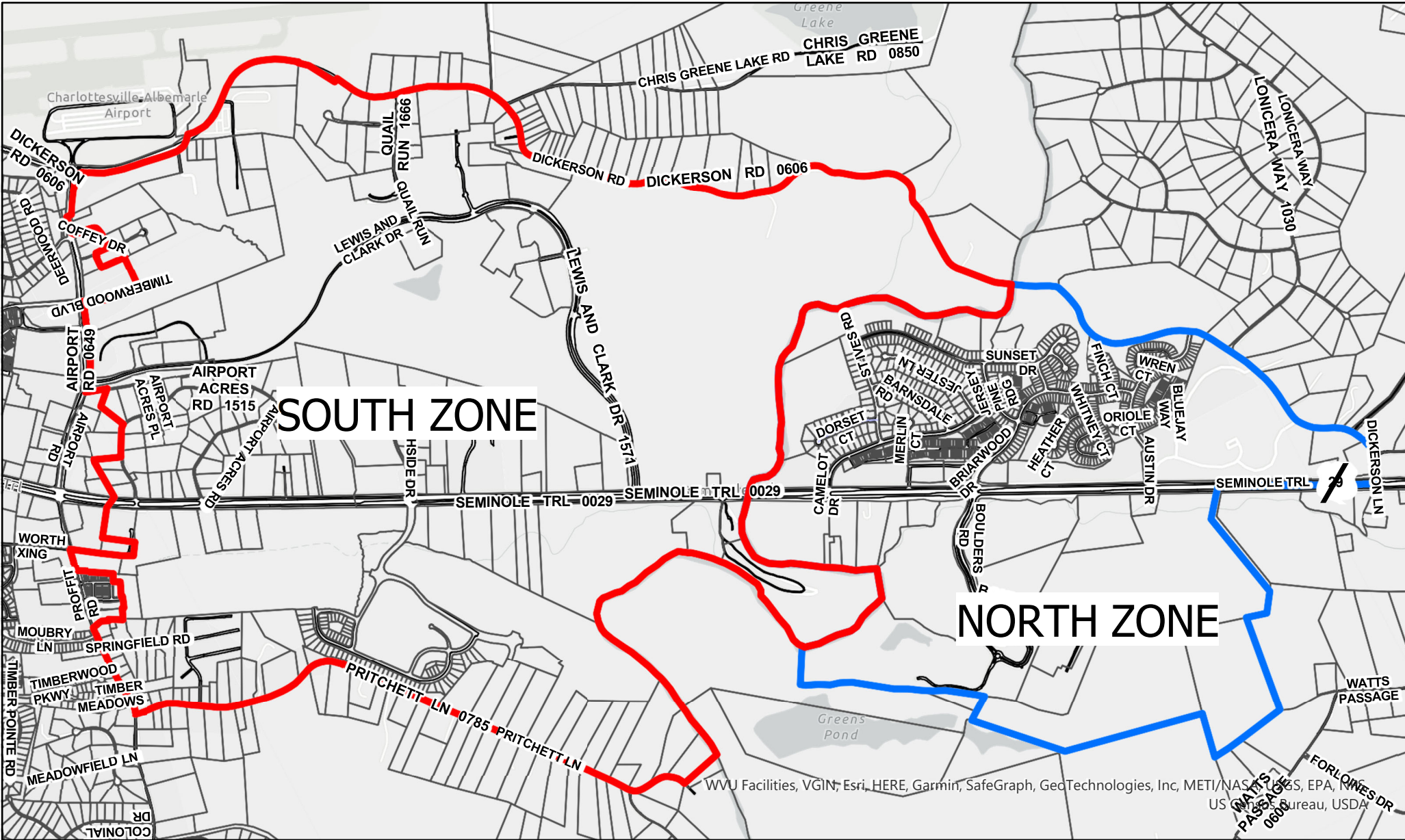
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North Fork Regional Pump Station Special Rate District

List of Parcels in South Zone

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Albemarle County
Service Authority
Serving • Conserving

North Fork Regional Pump Station
Special Rate District Map

Legend

- North Rate Zone Border
- South Rate Zone Border

0 0.13 0.25 0.5 Miles

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 18, 2026 ACTION: Yes ATTACHMENTS: Yes

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, but to a few other areas as well. They are as follows:

- **Family Sick Leave-** Increase family sick leave from 24 hours to 40 hours.
- **Appendix B-** Update the salary scale to incorporate a 3.5% Cost of Living Adjustment (COLA) and reflect revised placement for new and updated positions.
- **Weighted Average Pay Increase-** Eliminate the use of a weighted average when calculating pay pool allocations for employees who receive promotions during the fiscal year. Instead, the performance score from the employee's current position will be used.

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 19, 2025~~ June 18, 2026

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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 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 Director of Human Resources and Administration.

PART II

EMPLOYMENT POLICIES AND PROCEDURES

A. STANDARDS OF CONDUCT (Revised 1/15, 6/25)

1. Hours of Work

The standard work hours for ACSA will be 7:00 a.m. to 3:30 p.m. with a 30-minute lunch break, and 8:00 a.m. to 5:00 p.m. with a one-hour lunch break. Department heads will determine an employee's work schedule based on their job description and the needs of the department. They also have the discretion to allow employees a 10-minute morning break, and a 10-minute afternoon break. Adjustments to work hours for seasonal or special events may be authorized by the Executive Director.

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, 6/25)

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, the Employee Emergency Text Notification System will be activated prior to or by 6:15 a.m. to alert employees that the office will be opening late, or not opening at all. If an employee wishes to not participate in the Employee Emergency Text Notification System, they 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 Salary Plan Pay Grades (Appendix B).

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 7:00 a.m. on Monday and end at 7:00 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)

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 (Amended 6/24)

- 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, employees are advised not to save these days until the end of December so they can have an extended vacation during the holidays. The Director of Operations can refuse leave approval when the number of leave requests impacts normal operations. Any remaining unused “Standby Duty” leave not used by December 31st, may be rolled over to the next calendar year at a maximum of 80 hours.
- 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 may be rolled over to the next 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 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 two (2) Maintenance employees will be assigned as additional personnel to respond to after-hours emergencies to assist the standby (on call) employee. The two (2) 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 7:00 a.m. on their assigned holiday to 7:00 a.m. the next day. The 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 (Amended 06/24)

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, employees are advised not to save these days until the end of December so they can have an extended vacation during the holidays. The Director of Operations can refuse leave approval when the number of leave requests impacts normal operations. Any remaining unused “Standby Duty” leave not used by December 31st, may be rolled over to the next calendar year at a maximum of 80 hours.
- One additional day, or 8 hours, of standby time will be added to the aforementioned compensation, at the end of December, for holiday coverage that may be rolled over to the next calendar year.

- 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 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 (Amended 6/25)

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 they are 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 03/16, Amended 6/24)*

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 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 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.

- a. **Vehicle Accidents:** If an employee is in a vehicle accident, they must undergo drug testing if 1) there is a fatality, 2) anyone requires immediate medical treatment by a trained emergency first responder at the scene or away from the scene, 3) they are cited by law enforcement, or 4) there is reasonable suspicion that they are under the influence of drugs or alcohol.
- b. **Construction Accidents:** If an employee is operating equipment and injures another employee, then the employee operating the equipment must undergo drug testing if 1) the injured employee requires treatment by a trained emergency first responder at the scene or away from the scene, or 2) there is reasonable suspicion that they are under the influence of drugs or alcohol. If a supervisor determines that the injured employee also contributed to the accident, then the injured employee must also undergo drug testing.

Type of Accident	Test Must be Performed
Human Fatality.	Always
Motor vehicle accident involving bodily Injury requiring immediate medical treatment by a trained emergency first responder at the scene or away from the scene.	Always
Motor vehicle accident requiring a damaged vehicle to be towed.	Only if the ACSA Driver is Cited
Motor vehicle accident where employee causes damage to another vehicle on public or private property.	Only if the ACSA Driver is Cited
Employee is in an accident and receives a citation.	Always
If an employee operating equipment injures another employee in a construction accident and the injured employee requires treatment by a trained emergency first responder at the scene or away from the scene.	The employee who was operating the equipment shall be tested. If a supervisor determines that both employees contributed to the accident, both employees shall be tested.
Any accidents or injuries where there is reasonable suspicion of employee being under the influence of drugs or alcohol.	Always

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 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 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 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 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 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), 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, 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 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 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 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 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 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; 6/25)

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

The ACSA believes in promoting from within, and is committed to employing the best candidates for approved positions and engaging in effective recruitment and selection practices. All open positions will be announced electronically and posted both internally and externally.

All advertisements will be prepared by the 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.

Resumes will be submitted to the Director of Human Resources and Administration.

Upon initial review, resumes will be forwarded to the hiring department head for review and interview selection. The Administration department will arrange interviews. The 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 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 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.

4. 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).

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 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 an electronic summary of deposit amount, pay period deductions, and leave balances through an online Employee Self-Service portal. 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, 6/25)*

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 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.
4	Exceeds Expectations: Employee's performance demonstrates consistent work efforts and abilities above the expectations for this position. The employee serves as an example to other employees.
3	Meets Requirements: Employee's performance meets the expectations for the position.
2	Needs Improvement: Additional effort is needed to improve performance.
1	Unsatisfactory: Employee's performance does not meet minimum performance levels.

3. Evaluation of Performance and Related Increase to Base Salary

All performance evaluation forms contain six core values and objectives that are equally rated. The ACSA has identified 6 core values and objectives that are critical to employee success:

I. Cooperation & Teamwork

Respectful of coworkers when working with others and makes valuable contributions to help the organization achieve its goals. Adjusts to unexpected changes.

II. Technical Competencies

Demonstrates the skills necessary to perform the essential functions of the job.

III. Quality and Safety of Work

Work is completed safely, accurately (few or no errors), efficiently, and within the deadlines with minimal supervision.

IV. Reliability and Dependability

Consistently performs at a high level; manages time and workload efficiently to meet responsibilities. Reports for work on time, provides advance notice of need for absences.

V. Communication Skills

Oral and or written communications are clear, organized, and effective; listens and comprehends well.

VI. Judgement, Decision Making & Initiative

Makes thoughtful, well-reasoned decisions, exercises good judgment, resourcefulness and creativity in problem solving. Identifies problems and solutions, thrives on new challenges and seeks out additional responsibilities.

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 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 January 1 through December 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 during open enrollment of each year or within 30 days of date of hire. More detailed information is available from the Finance Director or the Director of Human Resources and Administration.

B. EMPLOYEE BENEFITS CHOICE PROGRAM (Added 7/08, Revised 6/25)

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 and dental insurance;
2. deposit into the employee’s health care reimbursement account; or
3. 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 in an amount determined annually by the Board of Directors.

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 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 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, 8/15, 6/25)

The ACSA makes available to employees both a Basic and High Option comprehensive dental insurance program. This is a voluntary benefit with a portion of the employee's coverage paid by the ACSA. Employees are eligible for coverage within 30 days of employment, and during 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 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 ,CANCER AND LUMP SUM INSURANCE (Added 07/08; Revised 6/25)*

The ACSA makes available to employees accident, cancer, and lump sum insurance policies 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 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; 6/23)

1. Eligibility

Participants in the ACSA VERIP must meet the following requirements:

- Be eligible 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.

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

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 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 65 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>
- 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.	- 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 Director of Human Resources and Administration. - 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 Memorandum** (*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, 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 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 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 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 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 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 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 last 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.
- 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 last 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 last 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 last 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 Part 1, Section B, Safety Incentive Programs 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, 06/24)

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

*Floating Holidays. ACSA offices will remain open on these four holidays. Holiday leave may be taken on the day formally observed with pre-approval from your supervisor, 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, 6/25)

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	250 hours (31.25 days)
5-9 years	5 hours	300 hours (37.50 days)

10-14 years	6 hours	350 hours (43.75 days)
15-19 years	7 hours	400 hours (50 days)
20-24 years	8 hours	450 hours (56.25 days)
25 years or more	9 hours	500 hours (62.50 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. Employees returning to the ACSA will be granted credit for prior service to calculate their annual leave accrual rate.

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, 6/25)*

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 must be submitted by the employee, certifying the reason for such request, through an online Employee Self-Service portal. 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~~40 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, child, sibling, 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; Amended 6/25)

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 child or in order to care for such child;
- the placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child;
- to care for a spouse, child 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 them unable to perform an essential function of the position;
- any qualifying exigency arising out of the fact that the employee’s spouse, child, 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 child, 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, child, 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 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 child for adoption or foster care. Certification forms are available from the 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 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 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, child, sibling, grandparents, grandchild, step-children, step-parents, guardian, and any persons residing in the same household as the employee).

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 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, child, sibling, grandparents, grandchild, stepchildren, stepparents, guardian, and any person residing in the same household as the employee.

The 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 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, 6/25)

1. Policy Statement

The Albemarle County Service Authority (ACSA) will provide financial resources to individuals traveling on official ACSA business by either reimbursing or cost-advancing approved travel expenses. Travel expense documentation is open to the public and must be able to sustain the test of public review. When planning and paying for travel, reasonableness, economic feasibility, prudence, and necessity are of primary concern. The use of ACSA funds to accommodate personal comfort, convenience, and preference 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. Travelers should 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 their duties on a routine basis. Multiple base points are not allowed. It is the Department Head's responsibility to assign the Base Point.
- Commuting Mileage – Round-trip mileage traveled routinely by the employee between their residence and Base Point. Mileage and other commuting cost incurred during commuting are considered personal expenses and are not reimbursable.
- Non-ACSA Employee – Any individual who is not employed by the ACSA, but who is conducting ACSA business. Examples may include

members of the Board of Directors, interviewees, and others. These individuals may be reimbursed in accordance with this policy.

- Official Station – The area within a 50-mile radius of an employees' Base Point or residence, whichever is in closer proximity, based on the most direct route to the travel destination.
- Travel Form – A form used to record pre-approved estimates and actual expenses incurred by an individual while traveling on official ACSA business. Expense reconciliation, including any reimbursement or cost-advancement, occurs through the use of this form.
- Travel Status – Travel outside of an employee's Official Station, requiring an overnight stay to conduct ACSA business or training.

3. Required Travel Documentation

Although not all-inclusive, the following information is required for expense reconciliation and must be submitted with the Travel Form.

- Authorization and approvals (See Approval section)
- Mileage reimbursement estimate at IRS mileage rate (See Current Mileage Rates)
- Purpose of travel and any unusual fees such as charges for changing reservation/ticket
- Itemized receipt for lodging or comparative statement if alternative lodging is used (i.e., apartment)
- Estimate of meal expenditure (Per Diem)
- Receipt for registration fees
- Justification for "for-hire transportation" (i.e., rideshare, taxi, shuttle, metro)

Travelers must keep itemized receipts and accurate records of all expenses (excluding Per Diem) to ensure correct reporting and submission of the Travel Form. Travel reimbursements will not be made from travel charge card statements only. Each day's expenses must be shown separately on the supporting documentation.

Travelers must complete the Actual Expenses portion of the Travel Form (with receipts attached as applicable) and submit the form to the Finance Department within 10 business days after completion of the travel. By signing the Travel Form, the traveler is certifying the accuracy of all information and the legitimacy of the travel. The Department Head certifies that the ACSA travel was necessary and the incurred

expenses/reimbursement request is reasonable and proper. The Department Head and the Finance Department are required to ensure that any particular travel expense is not paid more than once, i.e. to ensure that an expense that was cost-advanced is not also reimbursed.

4. Travel Planning

a. Introduction

The traveler receives approval from the Department Head and Executive Director to proceed with intended training/travel. Lodging and Conference Registrations may be procured following written approval from the Department Head and Executive Director. Official submission and approval of the Travel Form is required prior to incurring any other reservations or expenditures.

Estimated cost includes lodging, transportation, meals, conference registration, and any other travel costs or course fees. Direct billed registration fees must also be included in the cost estimate. The estimate must accompany both the Travel Form and any applicable direct-billed Vendor Payment vouchers. The traveler must document that a reasonable effort was made to obtain efficient, effective, and cost beneficial means of travel for the ACSA.

b. Training Involving Multiple Employees

Where it is determined that a seminar, workshop or training program is essential to staff development for multiple employees, the department will explore 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 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.

No more than two Department Heads shall travel together on an airplane.

5. Lodging

a. Introduction

Lodging may be reimbursed when an individual is traveling overnight on official business outside their Official Station. Lodging expense varies with the

travel destination, but all expenditures must be necessary and reasonable. The Department Head ensures all travel expenditures have been approved at the appropriate level required, as defined in these regulations.

b. Lodging Reimbursement Rates

While on Travel Status, approval shall be given to lodging venues which are hosting the training. Preference is also extended to hotels suggested by the training, showing prudence while selecting amongst the offered options. Traveler shall inquire about the Government Rate when obtaining pricing. Preference is given to lodging accommodations which offer refundable reservations given advance notice, even if they are not the most economical option available.

Reimbursement for lodging is limited to actual expenses incurred, including hotel taxes, fees, and surcharges. Travelers who do not plan with careful consideration of these guidelines will bear the additional expense personally.

c. Non-Canceled Hotel Reservations

Communicate travel plan changes to the hotel as soon as possible when a confirmed reservation is being held. Cancellation fees assessed by the hotel due to the employee's negligence with a timely cancellation will be the responsibility of the employee to absorb all associated fees, including room charges.

d. Hotel Bills

Itemized, original hotel bills, provided at checkout, and any additional lodging receipts should be submitted with the Travel Form. For hotel rooms obtained through the internet, the traveler must submit the documentation from the website showing total cost and confirmed services. Any unusual charges must be fully documented. Meals should not be charged to the room, as Meals and Incidental Expenses (M&IE) are provided to the employee.

6. Meals and Other Incidental Travel Expenses

a. Introduction

A monetary allowance for Meals and Incidental Expenses (M&IE) is provided to the employee when an employee is in Travel Status.

b. M&IE Reimbursement Allowance

The allowance is paid in accordance with guidelines by the United States General Services Administration (GSA). Under M&IE, the GSA 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%. When meals are provided at no cost in conjunction with travel events, the applicable M&IE Per Diem reimbursement rate shall be reduced by the amount shown for the applicable meal in the M&IE Rate Table. Employee provided with the Per Diem while in Travel Status are not required to provide receipts.

The Per Diem amount will not include meals provided by the training unless the traveler has documented dietary restrictions. The itinerary/conference brochure is required with the Travel Request form when requesting Per Diem.

c. Allowable Expenses

- Taxes, fees, and surcharges paid by the traveler for lodging.
- Tolls and parking fees are reimbursable when paid for by the traveler while conducting official ACSA business. A receipt is required for all parking expenses (when available), and when toll expense claims are greater than \$20 per travel instance.

d. Prohibited Expenses

- Lost, damaged, or stolen articles
- Alcoholic beverages
- All expenses related to the negligence of the traveler, such as fines, towing charges, services to gain entry into a locked vehicle, and damage to personal vehicles, clothing, and other items.
- Entertainment expenses
- Expenses for children, spouses, and companions while on travel status
- Travel Insurance (Personal injury or loss, trip interruption/cancellation, etc.)

The above list is not all-inclusive. Travelers should use prudent judgment and remember all travel expense documentation is open to the public and must be able to sustain the test of public review.

d. Travel Credits

Travel credits, reduced rates, or free services received from facilities (i.e., airline, car rental agencies, hotels, etc.) by employees 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

Meal expenses are generally approved when an employee is in Travel Status. In these instances, the traveler must adhere to the travel regulations outlined earlier for meal Per Diem.

Individuals who are not in a travel status are eligible to have a meal provided 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 meal is for a group of 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 20%) are allowable as long as the total cost does not exceed the allowable reimbursement for the meal.

b. Overtime Meals (Non-Travel Related)

An overtime meal reimbursement is allowable while working in an overtime status. Overtime status is when work occurs beyond an employee's normal, scheduled work hours.

An overtime meal is allowable when:

- Essential¹ to the ACSA's mission
- Permitted by ACSA policy

- Approved by Department Head, or Supervisors

Note: Original itemized receipts are submitted to the Finance Department for reimbursement (not to exceed GSA's M&IE Rate referenced in section c below) to the employee or as supporting documentation for the ACSA company credit card. Documentation should include the purpose of the overtime, employee name(s), and any additional pertinent information.

c. Overtime Meal Rates

Overtime meal reimbursement guidelines (including all related taxes and tips) are provided in accordance with GSA's M&IE Rate Table.

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. Travelers are expected to carpool in an ACSA-owned vehicle when traveling to the same conference/training.

b. ACSA-Owned Vehicle-Permanent Basis

An employee's position may require the use of an ACSA vehicle on a permanent basis. The Department Head shall request authorization in writing from the Executive Director. The employee will be taxed in accordance with the IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits.

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. Employees electing to use their personal vehicle as a matter of convenience will be reimbursed for mileage at a reduced rate of 50% of the current IRS rate. The cost 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 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 website:

<http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates>

e. Commuting Mileage

Round-trip mileage traveled routinely and directly by the employee between their residence and Base Point incurred on a scheduled workday is considered commuting mileage. Commuting mileage and other commuting costs incurred on scheduled workdays are considered a personal expense and are not reimbursable.

f. Parking & Toll Expenses

Parking and Toll expenses are authorized expenses. A receipt is required, when available for all parking claims. Toll expenses do not require a receipt if less than \$20 per instance.

g. Public Transportation

Public transportation travel includes:

- Rental Car
- Plane
- Train
- Bus
- Taxi, Rideshare or Shuttle and other “for-hire transportation”

Public transportation rates must not exceed those for economy class accommodations. Receipts for such expenses must be retained for submission with the Travel Form.

Charges for changes to tickets/reservations to accommodate personal comfort, convenience and preference are not authorized expenses. Change fees must be explained on the Travel Form.

For taxis, shuttle vans and other forms of “for-hire transportation,” a receipt is required if the cost exceeds \$20 per instance. Additionally, a reason should be identified on the Travel Form for the necessity of the “for-hire transportation.” A maximum of 20% tip of the taxicab or shuttle service fare is

reimbursable as a transportation cost separate from Meals and Incidental Expenses.

h. Air & Rail Tickets

Generally, air and rail travel should be economy class. With careful consideration of the reasonableness limitations specified in the Policy Statement section of these regulations, the approving Department Head may grant permission for business class air or rail travel as long as this is the most economical choice.

Reimbursement for first class or business class air or rail travel is prohibited.

Note: Documents validating the mode and class of travel are required for all air and rail reimbursements made directly to the employee.

i. Additional Airline Fees

When procuring airfare for business travel, travelers should consider total costs in selecting the most appropriate carrier. Airlines publish limits for baggage and the associated fees 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 allowable. A receipt and appropriate explanation must be included with the Request for Travel.

j. Bus Travel

Permitted in lieu of automobile, airline, or train travel when cost beneficial.

9. Travel-Related Overtime

Supervisors and employees are encouraged to adjust the work schedule and provide employees time off during the same workweek in order to avoid an overtime situation. All non-exempt employees must be compensated for the additional hours at the overtime rate.

Employees are not compensated for social events, sightseeing or other event-sponsored social activities, or meals without speakers or work being performed.

a. Out of Town Travel – Special One-Day Assignment

A non-exempt employee is compensated for all travel time before, during, and after the normal working hours to attend a work-related seminar, training

session, or other one-day work assignment that does not require an overnight stay and is outside of the employees Official Station, excluding any meal breaks.

b. Travel Requiring an Overnight Stay

Employees in Travel Status are compensated for travel that occurs during normal working hours (excluding any meal breaks) on both working and non-working days. Driving a vehicle, regardless of whether the travel takes place within or outside of normal working hours will count as hours worked. Traveling as a passenger in a vehicle (airplane, train, bus, boat, or automobile) is not considered hours worked outside of normal working hours. Any verifiable work that the employee performs is considered compensable hours even if these hours are outside of their normal working hours.

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

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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, Director of Human Resources and Administration, Director of Information Technology and 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

Department	Grade	Title	Minimum	Minimum	Mid-Point	Mid-Point	Maximum	Maximum
Finance	1	Meter Technician I	~~\$44,022~~	\$45,563	~~\$55,028~~	\$56,954	~~\$74,837~~	\$77,456
Maintenance	1	Utility Worker I	~~\$44,022~~	\$45,563	~~\$55,028~~	\$56,954	~~\$74,837~~	\$77,456
Administration	2	Administrative Office Associate	~~\$46,223~~	\$47,841	~~\$57,779~~	\$59,801	~~\$78,579~~	\$81,329
Maintenance	2	Mechanic Assistant	~~\$46,223~~	\$47,841	~~\$57,779~~	\$59,801	~~\$78,579~~	\$81,329
Finance	2	Meter Technician II	~~\$46,223~~	\$47,841	~~\$57,779~~	\$59,801	~~\$78,579~~	\$81,329
Finance	3	Accounting Clerk	~~\$48,534~~	\$50,233	~~\$60,668~~	\$62,791	~~\$82,508~~	\$85,396
Maintenance	3	Maintenance Administrative Assistant	~~\$48,534~~	\$50,233	~~\$60,668~~	\$62,791	~~\$82,508~~	\$85,396
Maintenance	3	Utility Worker II	~~\$48,534~~	\$50,233	~~\$60,668~~	\$62,791	~~\$82,508~~	\$85,396
Finance	4	Customer Service Representative I	~~\$50,961~~	\$52,745	~~\$63,702~~	\$65,932	~~\$86,634~~	\$89,666
Finance	4	Senior Meter Technician	~~\$50,961~~	\$52,745	~~\$63,702~~	\$65,932	~~\$86,634~~	\$89,666
Engineering	4	Utility Location Technician	~~\$50,961~~	\$52,745	~~\$63,702~~	\$65,932	~~\$86,634~~	\$89,666
Finance	5	Customer Service Representative II	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Maintenance	5	Pump Technician	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Engineering	5	Engineering Technician	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Administration	5	Executive Assistant	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
~~Maintenance~~	~~5~~	~~Inventory & Equipment Technician~~	~~\$53,509~~	~~\$55,382~~	~~\$66,887~~	~~\$69,228~~	~~\$90,965~~	~~\$94,149~~
Maintenance	5	Pipeline Condition Technician	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Maintenance	5	Facilities Maintenance Technician	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Engineering	5	Senior Utility Location Technician	~~\$53,509~~	\$55,382	~~\$66,887~~	\$69,228	~~\$90,965~~	\$94,149
Maintenance	6	Hydrant Technician	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
IT	6	Information Technology Technician	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
IT	6	Systems Analyst	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
IT	6	Utility Data Analyst	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
Maintenance	6	Inventory & Equipment Technician	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
Maintenance	6	Jetting Technician	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
Maintenance	6	Valve Technician	~~\$56,185~~	\$58,151	~~\$70,231~~	\$72,689	~~\$95,515~~	\$98,858
Maintenance	7	CCTV Technician	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Engineering	7	Construction Inspector	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
IT	7	GIS Technician	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Administration	7	Human Resources Technician	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Finance	7	Payroll/Revenue Specialist	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Finance	7	Procurement/Financial Specialist	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Engineering	7	Regulatory Compliance Specialist	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Finance	7	Senior Customer Service Representative	~~\$58,994~~	\$61,059	~~\$73,742~~	\$76,323	~~\$100,933~~	\$104,466
Maintenance	8	Crew Leader I	~~\$63,124~~	\$65,333	~~\$78,904~~	\$81,666	~~\$107,311~~	\$111,067
Maintenance	8	Electrician Technician	~~\$63,124~~	\$65,333	~~\$78,904~~	\$81,666	~~\$107,311~~	\$111,067
Maintenance	9	Crew Leader II	~~\$68,805~~	\$71,213	~~\$86,006~~	\$89,016	~~\$116,969~~	\$121,063
IT	9	SCADA Technician	~~\$68,805~~	\$71,213	~~\$86,006~~	\$89,016	~~\$116,969~~	\$121,063
Finance	10	Accounting Supervisor	~~\$74,997~~	\$77,622	~~\$93,746~~	\$97,027	~~\$127,697~~	\$132,166
Finance	10	Customer Service Supervisor	~~\$74,997~~	\$77,622	~~\$93,746~~	\$97,027	~~\$127,697~~	\$132,166
Finance	10	Meter Operations Supervisor	~~\$74,997~~	\$77,622	~~\$93,746~~	\$97,027	~~\$127,697~~	\$132,166
IT	10	Systems Engineer	~~\$74,997~~	\$77,622	~~\$93,746~~	\$97,027	~~\$127,697~~	\$132,166
Engineering	11	Civil Engineer	~~\$82,497~~	\$85,384	~~\$103,121~~	\$106,730	~~\$140,245~~	\$145,154
Engineering	11	Environmental Compliance Supervisor	~~\$82,497~~	\$85,384	~~\$103,121~~	\$106,730	~~\$140,245~~	\$145,154
Administration	11	Safety Supervisor	~~\$82,497~~	\$85,384	~~\$103,121~~	\$106,730	~~\$140,245~~	\$145,154
~~IT~~	~~11~~	~~GIS and CMMS Coordinator~~	~~\$82,497~~	~~\$85,384~~	~~\$103,121~~	~~\$106,730~~	~~\$140,245~~	~~\$145,154~~
IT	11	ISO Systems Engineer	~~\$82,497~~	\$85,384	~~\$103,121~~	\$106,730	~~\$140,245~~	\$145,154
Maintenance	12	Facilities Supervisor	~~\$90,746~~	\$93,922	~~\$113,433~~	\$117,403	~~\$154,268~~	\$159,667
IT	12	Enterprise Applications Supervisor	~~\$90,746~~	\$93,922	~~\$113,433~~	\$117,403	~~\$154,268~~	\$159,667
IT	12	Information Technology Supervisor	~~\$90,746~~	\$93,922	~~\$113,433~~	\$117,403	~~\$154,268~~	\$159,667
Maintenance	12	Operations Supervisor	~~\$90,746~~	\$93,922	~~\$113,433~~	\$117,403	~~\$154,268~~	\$159,667
Engineering	13	Senior Civil Engineer	~~\$100,729~~	\$104,255	~~\$125,911~~	\$130,318	~~\$171,239~~	\$177,232
Administration	14	Director of Human Resources and Administration*	~~\$112,816~~	\$116,765	~~\$141,020~~	\$145,956	~~\$191,787~~	\$198,500
IT	14	Director of Information Technology*	~~\$112,816~~	\$116,765	~~\$141,020~~	\$145,956	~~\$191,787~~	\$198,500
Maintenance	14	Director of Operations*	~~\$112,816~~	\$116,765	~~\$141,020~~	\$145,956	~~\$191,787~~	\$198,500
Engineering	15	Director of Engineering*	~~\$126,354~~	\$130,776	~~\$157,942~~	\$163,470	~~\$214,802~~	\$222,320
Finance	15	Director of Finance*	~~\$126,354~~	\$130,776	~~\$157,942~~	\$163,470	~~\$214,802~~	\$222,320

*Exempt from FLSA overtime provisions

MOTION:

MEETING DATE: June 18, 2026

SECOND:

RESOLUTION

BE IT RESOLVED by the Board of Directors of the Albemarle County Service Authority that the Board needs to enter into an Executive Session to consider the following matter:

1. Pursuant to Va. Code §2.2-3711 A (1) to discuss a personnel matter concerning the Executive Director's Annual Performance Review.

VOTE:

AYES:

NAYS:

(For each nay vote, the substance of the departure from the requirements of the Act should be described).

ABSENT DURING VOTE:

ABSENT DURING EXECUTIVE MEETING:

Quin Lunsford, Secretary-Treasurer

MOTION:

MEETING DATE: February 19, 2026

SECOND:

CERTIFICATION OF EXECUTIVE MEETING

WHEREAS, the Board of Directors of the Albemarle County Service Authority has convened a second executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, §2.2-3711 A (1) of the Code of Virginia requires a certification by this Board that such executive meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board.

VOTE:

AYES:

NAYS:

(For each nay vote, the substance of the departure from the requirements of the Act should be described).

ABSENT DURING VOTE:

ABSENT DURING EXECUTIVE MEETING:

Quin Lunsford, Secretary-Treasurer