



**AMHERST COUNTY SERVICE AUTHORITY BOARD
MEETING MINUTES**

AGENDA

October 4, 2022

Administration Building - 153 Washington Street - Public Meeting Room
Amherst, Virginia 24521
1:30 p.m.

- I. Call to Order**
- II. Citizen Comment**
- III. Approval of Agenda**
 - A. ACSA Board Meeting Agenda, 10/04/2022
- IV. Approval of Minutes**
 - A. ACSA Board Meeting Minutes, 9/20/2022
- V. Monthly Financial Report**
 - A. August 2022 ACSA Financial Report
- VI. Old Business**
 - A. Executive Director's Report
 - B. Assistant Director's Report
- VII. New Business**
 - A. May Tract Available for Purchase
 - B. 335 Lakeview Dr. Water Main Extension
 - C. Miscellaneous Matters
- VIII. Citizen Comment**
- IX. Matters from the Members of the Service Authority Board**
- X. Adjournment**

MINUTES

At a regular meeting of the Amherst County Service Authority Board, held at the Amherst County Administration Building on Tuesday, the 4th day of October, 2022, starting at 1:30 p.m., the following members were present:

SERVICE AUTHORITY (ACSA) BOARD:

PRESENT: Tom Martin, Board Chair
Turner Perrow, Board Vice Chair
David Pugh, Board Member
Drew Wade, Board Member
Wesley Woods, Board Member

STAFF:

PRESENT: Robert A. Hopkins, PE, Executive Director/Board Secretary
Richard Hall, Assistant Director
Mark Popovich, Amherst County Attorney

I. Call to Order

Board Chair Martin called the meeting to order at 1:31 p.m.

II. Citizen Comment

Board Chair Martin opened the floor for comment by meeting attendees.

Mr. Raymond Burford and Mr. Tom Floyd, stepped forward. Mr. Burford owns a lot (parcel on Dellwood Dr.) with water and sewer available, however there's been a problem with sewer availability since September, 2019. His project has been dormant for three years; he has concerns about the timetable to resolve the sewer issue. Mr. Hopkins referenced this issue as the Lakeview Sewer project that has been in discussions for about three years. ACSA has approved drawings and VDOT approval. The project is ready to move forward with exception of required easements. There is a problem with obtaining the easements. Mr. Hopkins has been working on obtaining the required easements for over two years. Property owners are reluctant to sign sewer easements (some owners seek advice from their lawyers), and property ownerships turn over before tentative agreements are signed. Mr. Hopkins indicated he has three or four easements ready to go and has two others tentatively ready to sign. One land owner specifically called out by Mr. Hopkins, is the softball association in which Nate Young, Amherst County Building Official, serves on the Board for this association. Mr. Hopkins has asked Mr. Young for an update on their signatures. Mr. Hopkins provided examples of additional struggles in obtaining the required easements for this project. Mr. Martin asked for clarifications, reiterating the easements are holding up the sewer installations and Mr. Burford's project. Mr. Hopkins explained Mr. Burford has a new home that is ready to connect. Mr. Woods asked if we are compensating property owners for easements, and how many parcels are involved? Mr. Hopkins indicated ACSA is asking property owners to voluntarily sign the easements. If property owners connect ACSA utilities within a year, they are given a sixty percent reduction in their availability fees. There are eight parcels involved. Mr. Hopkins further explained he has suggested a temporary connection to a private sewer pump station, however, the current owner and potential buyer of the property with the pump station are not interested due to an already aged and problematic system. Adding another

sewer connection may create an expensive replacement investment (\$60K to \$100K per Hopkins). Mr. Floyd asked if the pump station would be eliminated with the sewer project? Per Mr. Hopkins, yes, this pump station will be replaced with a manhole. There were other discussions regarding operational possibilities that Mr. Martin suggested should be discussed outside of this Board meeting. Mr. Pugh asked what other options should ACSA explore if easements are not voluntarily signed? Mr. Hopkins stated he is not a fan of condemnation, although this project may qualify due to the number of public beneficiaries. Perception would be the Service Authority is stealing land for its own use, according to Hopkins. Hopkins cited recent Amherst County recreational projects. Mr. Pugh explained, this situation is a matter of public health and not recreational. Pugh feels ACSA should explore fair market value compensation negotiations or whatever other means necessary, stating Lakeview subdivision has failing septic systems on small lots without the ability of replacement. Mr. Martin explained there is a Board member consensus that they are asking that this project be a top priority to complete. Mr. Martin directed Mr. Hopkins to report steps taken at the next Board meeting. If fair market value is offered to obtain easements, the Board must be notified of the amount.

Mr. Martin closed Citizen Comment when no other meeting attendee wished to speak.

III. Approval of Agenda

- XI.** Mr. Martin specified a change to the agenda to move Section VII A. to a Section X Closed Session, to take place after Section IX, Matters from the Members of the Service Authority Board.

By motion of Board Vice Chair Perrow, and with the following vote, the ACSA Board voted to amend the agenda, to move Section VII A, to be discussed in a closed session.

AYE:	Mr. Martin, Mr. Pugh, Mr. Wade, Mr. Perrow, Mr. Woods
NAY:	None
ABSTAIN:	None

IV. Approval of Minutes

A. ACSA Board Meeting – August 2, 2022

By motion of Mr. Perrow and with the following vote, the ACSA Board voted to approve the draft minutes for the September 20, 2022, ACSA Board meeting:

AYE:	Mr. Martin, Mr. Perrow, Mr. Pugh, Mr. Wade, Mr. Woods
NAY:	None
ABSTAIN:	None

V. Monthly Financial Report:

A. August, 2022 Financial Report

Mr. Hopkins compared ACSA finances for August 2022 to the prior month and year-to-date through the same period from the previous year:

1. ACSA Operations Revenues – Water
 - a. Revenues:
Sales (top line & boxed area of Section I.A) + \$ 24,657.12 (- 1.12%) vs. 2021
Total revenues + \$ 66,411.92 (+ 2.69%) vs. 2021
 - b. Connections:
Thru August, 33 new water service connection (6 in August):
66.7% of 2021 total (44, an increase of 9 from 2020)
89.2% of 5 year annual average (37.0, an increase of 8.8 from 2020)
50.8% of pre-recession annual average (65)
Tap fees: + \$ 9,555.00 (+ 6.00%) vs. 2021
2. ACSA Operations Revenues – Wastewater
 - a. Revenues:
Sales (top line & boxed are of Section I.B) + \$ 29,235.31 (+ 5.43%) vs. 2021
Total revenues + \$ 31,621.67 (+ 5.13%) vs. 2021
 - b. Connections:
Thru August, 10 new service connection (2 in August):
62.5% of 2021 total (16)
92.6% of 5 year annual average (10.8)
66.7% of pre-recession annual average (15)
Tap fees: - \$ 15,180.00 (-19.90% vs. 2021)
3. ACSA Operations Revenues – Water and Wastewater
 - a. Sales: + \$ 4,578.19 (+ 0.17%) vs. 2021
 - b. Total Revenues: + \$ 119,346.59 (+ 3.82%) vs. 2021
4. Non-Operations Revenues - \$ 257,480.81 (- 87.90%) vs. 2021
5. Total ACSA Revenues - \$ 138,134.22 (- 4.04%) vs. 2021
6. Summary:

August water sales increased \$53,983.76 from August, but are down \$24,657.12 (- 1.12 %) year to date for 2022 compared to the same period of 2021.

ACSA had 6 new water service connections in August. Tap fees to date in 2022 are \$9,555.00 (6.00%) higher than for the same period of 2021.

August wastewater sales decreased \$17,928.05 from ~~June~~ July. Sales year-to-date thru August compared to the same period of 2021 are up \$29,235.31(+5.43 %). Total wastewater revenues thru August are +\$31,621.67 (+5.13%) better than the first seven months of 2021.

There were 2 new wastewater service connections in August. Tap fees to date in 2022 are down 15,1880.00 (20.70%) compared to than the first eight months of 2021.

Combined year-to-date water and wastewater sales thru August are up \$4,578.19 (0.17%) from the same period in 2021. Total operational revenues thru August are up \$119,346.59 (3.82%) compared to thru August 2021. Non-operational revenues are

down \$257,480.81 (-87.9%) from 2021, resulting in total ACSA revenues thru August 2022 being down \$138,134.22 (4.04%) from the same period in 2021.

ACSA received \$55.68 in August from the State Debt Setoff Program to defray unpaid and uncollectable utility account balances, bringing the total so far for 2022 to \$11,503.75.

A comparison of the number of active service connections 5 years ago (August 2017) and now results in the following table:

	<u>2017</u>	<u>2022</u>	<u>Change</u>
No. of business water connections	422	423	+1
No. of residential water connections	5,595	6,003	+408
No. of total water connections	6,017	6,426	+409 **
No. of business sewer connections	200	205	+5
No. of residential sewer connections	815	911	+96
No. of total sewer connections	1,015	1,116	+101 ***

** An average annual increase of 81.8 connections.

*** An average annual increase of 20.02 connections.

Mr. Hopkins reiterated briefly that monthly water sales are down due to the area billed for this reporting period; total revenues are up nearly 2.7% over last year; new connections are approaching the 5-year average and could possibly exceed this average; tap fees are approx. \$10K ahead of last year. Wastewater is up about \$30K (5-1/2 %) in sales, revenue is 5% better than last year; connections are also doing well. Total revenue is nearly \$100k (almost 4%) better than last year.

There were no other Board member comments.

V. Old Business:

A. Executive Director's Report

Updates since the last Board meeting are in bold italics.

1. James River Bank Stabilization Project

- No change to the severity of the problem.
- The U. S. Army Corps of Engineers permit for the bank stabilization project has been issued.
- Hopkins was notified by Senator Warner's staff in early August that the requested \$2M project funding in Congressionally Directed Spending is included in the draft U. S. 2023 Fiscal Year Budget and is expected to be in the approved budget and be available in July 2023. Hopkins has asked if project construction can proceed before July 2023 and still be reimbursed with the CDS funding and is waiting for an answer.
- Unless erosion accelerates, Hopkins plans to delay construction – with the possible exception of placing the rockslide boulders in the river – until the CDS funding is available.
- ***The VA Marine Resources Commission permit was issued 9/27. Hopkins made a 7 hour roundtrip to Ft. Monroe to attend the meeting, show ACSA interest, answer questions, and prevent any threat to the \$2M CDS funding. All permits are now issued; work can proceed when ready.***

Mr. Hopkins provided an update, explaining his recent attendance at a Marine Resources Meeting (September 27, 2022) to ensure the permit was approved and there was no threat of

ACSA losing the \$2M in possible funding for this project.

2. Water and Sewer Rehabilitation/Extension/Replacement & Other Infrastructure Projects
 - Woodvue Dr. Water Main Replacement
 - * Hopkins is working on easement acquisitions for a 2022 project by ACSA staff. This work may be delayed until 2023 due to other main extension projects with higher priority (Colony Rd., Ned Brown Rd., Monacan Indian Nation developments on Dixie Airport Rd.).
 - Joint ACSA-County sanitary sewer extension program, Lakeside Dr.
 - * Hopkins obtained preliminary approval for an easement across another property in September. If the two property owners who preliminary OK'd easements proceed to execute the deeds, ACSA needs only one more easement to be able to proceed with the project.
 - Sewage Lift/Pump Station Upgrades
 - * 4 new sewage pumps, 2 each for Lighthouse and Abbitts pump stations, and repair of a Lanum water plant raw water pump and portable, trailer-mounted sewage pump will be done in 2022.
 - * ACSA is finishing review of Hurt & Proffitt plans to update controls and equipment at Abbitts, Reichard Rd. and Lighthouse pump stations for bid and completion in 2023.
 - * Repairs are being completed for billing to the driver's insurance company for damages to Reichard Road pump station. An overhead power cable crossing Wright Shop Road was snagged by a passing trailer carrying a mobile home, breaking the APCO utility pole and damaging pump station controls. The pump station was restored to operation in a matter of hours; see the Assistant Director's Report.
 - VC Mobile Home Park:
 - * The first reimbursement request from the \$250,000 State funding, for \$11,710.00 for design and construction drawings, was received in June. The second request, for \$41,196.87 in materials, was paid in two parts in August. The third, for \$39,481.70 in materials, was submitted in early September. To date, \$92,388.57 of the \$250,000 General Assembly appropriation was invoiced and the original water main installation scope of work is almost completed. Hopkins plans to invoice DCR for reimbursement from the State funding for all materials and outside services, then request the remaining balance for ACSA labor and equipment for the installation.
 - * As of September 8, approx. 1,000' of 12" water main has been installed; approx. 250' is left. **Higher priority work has delayed progress, but the original water main installation scope of work completion is expected in October/early November except for new sidewalks.**
 - * Hurt & Proffitt is preparing bid documents for replacement sidewalk construction, for bidding after the water line installation is complete.

Mr. Hopkins provided an update: The Pre-bid meeting for the sidewalk construction was held Thursday, September 29, 2022.

- RiverEdge Park:

- * At the June meeting of local utility directors, Hopkins spoke to City Water Resourced Dept. Manager Tim Mitchell about shutting down the City water supply later in 2022, when the Colony Rd. water main installation is complete, and installing a valve on the City water supply pipe to Central VA Training Center just past River Edge Park service connection, so the City can continue to supply the Park and a few other services on Rocky Hill Rd. near John Lynch Bridge, and ACSA will begin supply VC Mobile Home Park and CVTC Lower Rapidan with water. Hopkins and Mitchell will continue to discuss.
- Graham Creek Reservoir Dam Improvements Project:
 - * Construction began in late April. ***Aerial photos comparing progress from the end of August to the end of September will be done in early October and presented at the 11/1 Board meeting.***
 - * ***Work is starting on the property across from Graham from the end of the spillway for the stone revetment of the creek bank.***
 - * ACSA received the \$250,000 DCR grant for construction, but not the \$42,900 for construction administration, due to a \$250,000 limit on total DCR grants received. Hopkins signed the VA Resources Authority paperwork and is waiting for the final executed documents to be sent.
 - * Hopkins submitted more requested documentation to DCR in late June for the \$2,250 grant reimbursement for the revised Emergency Action Plan and the 10/26/2021 tabletop exercise. It was accepted and approved by DCR and Hopkins expects the reimbursement soon.
- Berkshire Place Sanitary Sewer Extension:
 - * Hopkins is working on two alternatives to extend the existing sewer to the east side of the cul-de-sac and will contact neighboring property owners about acquiring the necessary easements. Hurt & Proffitt has provided a proposal for engineering services for design and construction of the sewer extension and Hopkins has requested a proposal from a directional bore contractor for the installation across and beneath Berkshire Place.
- West Vail Court Sanitary Sewer Extension:
 - * Hopkins is working on acquiring the necessary easement from the adjacent property owner. A meeting was scheduled for the second week in April, but the meeting has been repeatedly cancelled by the property owner's engineer, who is preparing site development plans for the property (Violets View, 50 residential patio home and townhome units) and wants the plans to approach final County approval before discussing the easement, in case the site layout must change and is obstructed by the easement.
 - * Bidding/construction will proceed after approval by the County and completion of the easement acquisition from the adjacent property owner.
 - * Hopkins is keeping the W. Vail Ct. developer informed. That developer has requested that ACSA proceed with the originally planned sewer extension along his north property line; Hopkins replied that that project would cost twice as much and he wants to do all he can to secure the easement before going to that alternative.
- Amherst County Gateway (River Road) Sanitary Sewer Extension
 - * Hurt & Proffitt completed preliminary field survey and geotechnical (rock search)

work. Sewer installation above the rock is possible, and rock depth at the low point between the road and river is 13'. Two wet wells can be installed there and controls, power, etc. on higher ground north of the road to keep them out of the floodplain.

- * Hopkins met the property owner on the preferred location (low point) on the north side of River Rd for the pump station. The owners may be willing to sell a portion of the land.
 - * Project appears feasible, but preliminary cost estimates exceed the \$1M dedicated to ACSA by County Supervisors for the project in 2021. More funding is expected to be required. Hopkins and County staff met August 16 to begin continuing discussions about how to fund the project.
 - * ***An updated cost estimate was presented at the 9/20/2022 Supervisors meeting, resulting in a request that he expand the scope of work to include replacement of the entire sewage force main to accommodate ultimate development buildout of the area and bring another cost estimate update to the Supervisors at their 10/4 meeting.***
- Ned Brown Road Water Main Extension
 - * After months of delays, the developer is nearly ready for ACSA to install 750' of 6" water main pipe in October for 8 new home services.
 - Monacan Indian Nation Projects Water Main and Sanitary Sewer Extensions
 - * Hopkins' proposed solution to address excessive existing water main depth, making it impossible for ACSA to connect, was accepted by MIN and engineers for both developments. Connection was made in late August. ACSA is waiting for the fire vault installation before proceeding. The new sewer is to be installed by the developer, who is having trouble finding a contractor.
 - * ***Project Meeting 9/28 cleared up confusion; ACSA should finish water main extension in October and also at least start sanitary sewer installation with ACSA construction crew new hires (see Section VII.C). MIN representatives and contractor seem very happy with ACSA performance.***

Mr. Hopkins provided an update: The morning of October 4, 2022, a meeting was held with ACSA staff and MIN to discuss the continuation of the water and sewer line extensions.

- Amherst Senior Center
 - * Hopkins is working with developer Terry Morcom on a possible sanitary sewer extension from the ACSA project to install new sanitary sewer facilities on River Road (if and when it is completed).
 - * Hopkins sent a very preliminary, pre-design cost estimate for the Morcom extension project this cost estimate to the County Supervisors 2/13.
 - * ***The scope of work for the Gateway Sanitary Sewer Extension project was expanded again by the Supervisors at their 9/20 meeting (see above) to include replacement of the entire existing sewage force main in the initial construction, with another cost estimate update at their 10/04 meeting.***
- Seminole Plaza Shopping Center – 2022 Sanitary Sewer Overflow Complaints
 - * The hoped-for DEQ funding of a sewer system replacement project to replace at least did not work out. Drew Miller, DEQ, called Hopkins in March to inform him. * * Another overflow was reported by the resident during a storm in late March. Hopkins was told, called VDH, and was told litigation may be the next step to getting the shopping center owners to fix the sewer system.
 - * Hopkins was copied on a May 31 letter from environmental law firm McGuire- Woods

to the shopping center owners requesting that the private sanitary sewer system be repaired to prevent any future system overflows.

*** At its 9/20 re-scheduled meeting (Hopkins was unable to attend), the ACSA Board requested additional information regarding possible legal action. This is a private sewer system on private property and none of the issues to date have been specifically detrimental to ACSA, all of which presumably would make ACSA ineligible to sue to lack of legal standing.**

Mr. Hopkins began discussions, reiterating the statement listed as the last bullet of this Old Business /Executive Director's Report. Mr. Popovich stated he does not believe ACSA would have standing to be in front of a judge concerning this situation. Mr. Martin asked multiple questions: 1) why we (ACSA) are called, 2) what do we do when we are called? Is there cleanup required? 4) are the owners performing cleanup? 5) does sewage end up in a stream? Mr. Hopkins explained ACSA is the local sewer authority, which is why ACSA is contacted regarding sewer overflows. When ACSA is contacted, Mr. Hopkins immediately contacts the VA Department of Health (DOH) and engages an on-site meeting/observation with tenants of the shopping center and/or adjacent affected property owners, and a representative from DOH. The owner of the shopping center is contacted to request immediate repairs. VA Department of Environmental Quality (DEQ) is contacted. The owner of the shopping center, under protest, eventually performs corrective maintenance to clear the sewage blockage and performs some clean-up. There are times when sewage overflow drains into a stream. Mr. Martin recommends that the ACSA Board take position and request that the appropriate regulatory agency, e.g., DEQ, initiate enforcement action. Mr. Perrow agrees it is appropriate for ACSA to send an official letter with the Board Chair's concurrence to ask a state agency for assistance in this matter. It is a sewer overflow that is affecting our citizens, that's not under the purview of ACSA. He understands this situation may fall under the scope of DEQ's responsibility. Mr. Hopkins described a recent incident where DEQ came on site to become involved in a sewage overflow into a stream, reaffirming DEQ's purview. Mr. Pugh asked for Mr. Hopkins to comment on contacting a state agency concerning this situation. Mr. Hopkins explained DEQ is the state agency. He also added they have been contacted on several occasions concerning this situation with no results. Mr. Hopkins also explained that on one occasion, the Commonwealth Attorney was contacted concerning this situation with no result. Mr. Martin reiterated his request, directing the ACSA Executive Director, acting with the County Attorney, to draft a letter (that he will sign as the Board Chair) to the appropriate state agency requesting enforcement action, citing this situation is affecting our citizens and our environment. Mr. Perrow added the letter should be copied to the Secretary of Natural Resources, Delegate Walker, and Senator Peake. There were no other Board comments regarding the Seminole Plaza Shopping Center – 2022 Sanitary Sewer Overflow Complaints.

- Amherst County Dixie Youth Girls Softball Association Stream Bank Erosion

- * It is Hopkins' understanding that the County Public Works is taking care of this.

3. EDA Business Friendliness Initiative

- Priority 1a Complete evaluation of water and sewer availability fees

- * The ACSA budget year is changing from calendar (January to December) to fiscal July to June) in July, 2023, requiring only a truncated six month budget in early 2023. Adjustments to rates and fees will be implemented with the full 2023 – 2024 budget cycle, so the annual benchmarking of rates and fees will be completed late 2022-early 2023.

- Priority 2 Major upgrade to communications efforts

*** See the Assistant Director's Report, Section VI.B.**

- Priority 3 Policy regarding ACSA extensions of public utility lines
 - * Hopkins is working on preliminary estimated project costs for planned water main extensions described at the June ACSA Board meeting.
 - * Hopkins presented planned sanitary sewer extensions at the August ACSA Board meeting and is working on preliminary estimated project costs for those projects.
- Priority 4 Strategic plan for development and services initiatives

*** See Priority 3.**

- Priority 6 ACSA Water Office improvements
 - * Hopkins and Hall are working with State officials on a possible lease of and Water Office relocation to Building 10 of the Lower Rapidan area of Central Virginia Training Center.

4. COVID-19

- Low Income Household Water Assistance Program
 - * The launching of the program is now delayed until September, or maybe October at least.
 - * ***A draft Vendor Agreement was received, reviewed by Hopkins and the County Attorney, and was expected to be presented to the ACSA Board at the October meeting for authorization for Hopkins to sign for ACSA participation in the program. But a 9/27 meeting of utility directors to review the draft resulted in more comments, so the draft is being revised again. Hopkins and Popovich will review it again upon receipt. It will hopefully be presented to the ACSA Board for Action at its November meeting.***

Mr. Hopkins explained that this agreement is about to launch; he hopes to get the final details this week. Mr. Hopkins is hoping to present this agreement at the November Board meeting.

5. Regulatory Updates

- Perfluoralkyl and Polyfluoralkyl Substances (PFAs)
 - * Hopkins confirmed with an AquaLaw environmental attorney at the 3/3 meeting of VA Assn of Municipal Wastewater Agencies that there is a possibility that proactive test results must be submitted to the appropriate jurisdictional agency(s), even if the testing is not required by the agency(s). The attorney will check and provide the results to Hopkins.

6. Town Wastewater Services in Poplar Grove

- In March, the ACSA Board authorized Town reading of ACSA water meters in Poplar Grove for sewer billing. ACSA's Field Services Supervisor noted ACSA needs a list of addresses for notifications to water customers about separate Town sewer billings and (2) the Town will have no way to address overdue wastewater bills; ACSA cuts off water service for overdue bills, but will not cut off water customer service for unpaid Town wastewater bills. He suggested ACSA add the wastewater service to ACSA water customer accounts, ACSA bill for water and wastewater services, then send the sewer money to the Town, and the Town pay for ACSA sewer billing administration. Hopkins and McGuffin agreed this would be better, but would require a formal ACSA-Town agreement. Hopkins asked County Attorney Lockaby to research such an agreement

for later.

B. Assistant Director's Report

Updates since the last Board meeting are in bold italics.

1. Electronic Utility Billing

- ACSA has a long-standing practice of physically mailing "post card" utility bills. To promote greater efficiency, ACSA's Water Office is encouraging electronic billing.
- Currently, 2773 ACSA customers are participating.
- Goals:
 - Overcome inconsistencies in postal service operations, i.e., bills sent to wrong addresses, bills returned marked "return to sender," when there is no change in address, resulting in double postage, etc.
 - Reduce customer late fees.
 - Reduce disconnects.
 - Reduce penalties associated with disconnects.
 - Reduce postal costs. ***ACSA's Office Manager reports postal costs for last month were reduced by nearly ½!***
- Barriers:
 - Some customers will likely never have the means nor the desire to change from the traditional way of receiving a post card bill in the mail!

2. New ACSA Website

- We continue to see an increase in traffic on our website since it was launched in March of 2022. ***This month, Google Analytics reports the number of new users, since the launch of our new website has increased from 2,155 (8/25/2022) listed in the last report to 3220 on 9/28/2022.***

3. CVTC campus water line tie-ins and replacements.

- Instructions from ACSA Executive Director:
 - Mark direct routes to VC Mobile Home Park and CVTC Lower Rapidan area for ACSA water main extensions include both 200k gal and 300k gal tanks and CVTC booster pump station as part of distribution
 - Include east end of Lynchburg City water service line.

4. ACSA Safety Manual Update.

- ACSA Assistant Director basically has a good start updating the Amherst County Service Authority Manual of Safe Work Practices to become the ACSA Safety Manual to include additions/revisions. Work continues on this project as time permits.

5. Non-Revenue Water.

6. Capturing data for reporting non-revenue water is a work-in-progress. Data comes from Water Operators, Utility Crew Leaders, Meter Readers, Accounting Clerks, Encode (Utility Billing Software) and Amherst Public Safety. Previous tables include the latest line-item listings to be captured for calculations.

7. EPA's Lead and Copper Rule Revisions (LCRR)

- LCRR's regulatory compliance deadline is October 16, 2024.

- (Verbally learned from training) Virginia adopted the 1986 Safe Drinking Water Act Lead Ban with a 2-year grace period. All construction after 1988 is hopefully constructed with the absence of lead.
- ACSA is in the process of compiling community records by date of construction for every account. This may be an approved tool to prioritize areas of our Community Water System that may likely to have lead service lines. More information is forthcoming. Compilations are grouped according to ACSA's established 24 residential books and 2 commercial books.
- Research concludes approximately 74% of ACSA's residential accounts connect to structures constructed prior to 1989.
- Research concludes approximately 77% of ACSA's commercial accounts connect to structures constructed prior to 1989.

8. Reichard Road Sewer Pump Station

- August 23, 2022, at approximately 9:40 am, a mobile home was being transported on Wright Shop Rd., when the overhead power line feeding ACSA's Reichard Drive Sewer Lift Station No. 2 was snagged. The incident caused an AEP power pole to be completely broken. Tension of the overhead power line feeding the pump station's power pole, caused ACSA's meter service can to be completely dislodged from the power pole, feeder conductors to be torn from the pump control cabinet, and subsequent damage to pump controls.

9. Recent additional delegated tasks for the Assistant Director:

- Submission of monthly electronic Discharge Monitoring Reports (eDMR's) for Ivanhoe and Westbriar Sewage Treatment Plants.
- Work directly with Board member, Mr. Perrow, to gain experience in the process of setting ACSA policy as well as working directly with a Board member. This assignment stems from recent Board approval to adjust ACSA's availability fees assessment policy. County Code, currently lists ACSA's historic method of assessing fees per estimated average daily water usage. The Board approved the idea of accessing availability fees per meter sizes.

ACSA's Availability Fees:

On August 16, 2022, Mr. Hopkins assigned a task for Richard Hall, ACSA Assistant Director, to work directly with Mr. Turner Perrow, ACSA Board Member in drafting a revised policy for assessing availability fees.

Mr. Perrow and Mr. Hall met August 23, 2022. Mr. Perrow had requested prior, financial information from the last available audit. (Total value of assets net of depletion). In addition, an inventory of ACSA accounts per meter size was requested.

Following presentation by staff and discussions by the ACSA Board in the ACSA Board meeting which took place September 20, 2022, there was an approved motion to develop ordinance language necessary for consideration at the next available Board meeting for adoption, pursuant to Option no.3, and the definition requested.

Definition Requested: Change "Availability Fee" to "System Development Fee" in the County Code.

Option 3:

Current ACSA Water and Sewer Availability Fees with ERU Ratios Applied

Meter Size	ERU Ratio	Water	Sewer	Total System Development Fee
5/8" & 3/4"	1	\$3,000.00	\$4,500.00	\$7,500.00
1"	2.5	\$7,500.00	\$11,250.00	\$18,750.00
1 1/2"	5	\$15,000.00	\$22,500.00	\$37,500.00
2"	8	\$24,000.00	\$36,000.00	\$60,000.00
3"	16	\$48,000.00	\$72,000.00	\$120,000.00
4"	25	\$75,000.00	\$112,500.00	\$187,500.00
6"	50	\$150,000.00	\$225,000.00	\$375,000.00

Draft ordinance language:

AN ORDINANCE, NO. 2022-XXXX

Amending §§ 15-121, 15-124, 15-129, 15-151 and 15-153 of Article IV of Chapter 15 of the Amherst County Code to promote economic development in Amherst County and facilitate operations and administration of Amherst County Service Authority.

Approved as to form and legality by the Amherst County Attorney

FIRST READING: Board of Supervisors, XXXX XX, 2022
PUBLIC HEARING: Board of Supervisors, XXXX XX, 2022

THE COUNTY OF AMHERST HEREBY ORDAINS:

§ 1. That Sections 15-121, 15-124, 15-129, 15-151 and 15-153 of Article IV of Chapter 15 of the Code of the County of Amherst be, and hereby are, amended as follows:

Sec. 15-121. - Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

~~Availability fee~~ System Development Fee means a one-time charge paid prior to connection to the water or sewer facilities of the Service Authority based on the ~~estimated average daily water volume~~ meter size to be used by the connection.

Sec. 15-124. - Tables.

TABLE 1: ~~COMMERCIAL AND INDUSTRIAL WATER AVAILABILITY CHARGES~~ SYSTEM DEVELOPMENT CHARGES

a.	Hotels, motels, and motor courts, per unit	\$ 330.00
b.	Restaurants and/or eating establishments, per seat	195.00

e.	Nursing homes or hospitals, per bed	540.00
d.	Laundromat, per machine	345.00
e.	Car wash, per bay	1,975.00
f.	Service station, per bay	1,315.00
g.	Schools, nurseries or day care centers, per person	35.00
h.	Small businesses and commercial establishments (normal domestic usage) shall be	3,000.00
	— Plus for each additional employee over five (5)	135.00
i.	Multifamily dwelling units with a single meter up to three (3) units per unit	3,000.00
	— Fourth unit and each subsequent unit	2,475.00
j.	Industry (normal domestic usage) shall be	3,000.00
	— Plus for each additional employee over five (5)	200.00
k.	Facilities not covered above or with high levels of consumption shall have their availability charge established on a case by case basis, by the director. The determination of this fee shall be based on flows (in residence equivalent units of two hundred seventy five (275) gpd or fixture unit evaluation) plus the authority expense of rendering service.	

	<u>WATER METER SIZE</u>	<u>SYSTEM DEVELOPMENT FEE</u>
a.	<u>5/8 INCH & ¾ INCH</u>	<u>\$3,000.00</u>
b.	<u>1 INCH</u>	<u>7,500.00</u>
c.	<u>1-1/2 INCH</u>	<u>15,000.00</u>
d.	<u>2 INCH</u>	<u>24,000.00</u>
e.	<u>3 INCH</u>	<u>48,000.00</u>

f.	<u>4 INCH</u>	<u>75,000.00</u>
g.	<u>6 INCH</u>	<u>150,000.00</u>

TABLE 2: ~~COMMERCIAL AND INDUSTRIAL SEWER AVAILABILITY SYSTEM DEVELOPMENT CHARGES~~

a.	Hotels, motels and motor courts, per unit	\$ 385.00
b.	Restaurants and/or eating establishments, per seat	275.00
c.	Nursing homes or hospitals, per bed	600.00
d.	Laundromat, per machine	385.00
e.	Car wash, per bay	2,190.00
f.	Service station, per bay	1,465.00
g.	Schools, nurseries or day care centers, per person	40.00
h.	Small businesses and commercial establishments (normal domestic usage) shall be —— Plus for each additional employee over five (5)	4,500.00 145.00
i.	Multifamily dwelling units with single connection up to three (3) units/unit	4,500.00
	—— Four (4) or more units, per unit	3,240.00
j.	Industry (normal domestic usage) shall be —— Plus for each additional employee over five (5)	4,500.00 220.00
k.	Facilities not covered above or with high levels of consumption, waste other than that of a normal domestic nature or extensive road crossings to provide service shall have their availability charge established on a case by case basis, by the director. The determination of this fee shall be based on flows (in residence equivalent units of two hundred seventy-five (275) gpd or fixture units evaluation) plus the authority expense of rendering service.	

	<u>WATER METER SIZE</u>	<u>SYSTEM DEVELOPMENT FEE</u>
a.	<u>5/8 INCH & 3/4 INCH</u>	<u>\$4,500.00</u>
b.	<u>1 INCH</u>	<u>11,250.00</u>
c.	<u>1-1/2 INCH</u>	<u>22,500.00</u>
d.	<u>2 INCH</u>	<u>36,000.00</u>
e.	<u>3 INCH</u>	<u>72,000.00</u>
f.	<u>4 INCH</u>	<u>112,500.00</u>
g.	<u>6 INCH</u>	<u>225,000.00</u>

(Ord. of 8-3-82(1), § IV; Ord. of 4-4-89; Ord. of 12-5-89; Ord. of 10-5-93; Ord. of 4-7-98; Ord. of 12-19-00; Ord. of 10-19-04(3); Ord. of 10-17-06(3); Ord. of 5-15-07; Ord. of 9-18-07(1); Ord. of 10-21-08(1), § 5; Ord. of 12-15-09(2), § 1; Ord. No. 2013-0015, § 1, 11-19-13; Ord. No. 2014-0012, § 1, 10-21-14; Ord. No. 2015-0008, § 1, 10-20-15, eff. 1-1-16; Ord. No. 2019-0012, § 1, 11-19-19, eff. 1-1-20); Ord. No. 2022-XXXX, § X, XX-XX-22, eff. X-X-22)

Sec. 15-129. - ~~Availability-System Development~~ fees.

- (a) Any person or entity applying for connection of any existing premises or any planned premises to the Service Authority public sanitary sewer system and/or public water system shall be charged a water and/or sanitary sewer ~~availability-system development~~ fee(s). Upon application for service, the fee(s) are due and payable. No connection shall be activated unless availability fee(s) are paid in full; provided in the case of dwellings existing at the time of line availability, in cases of demonstrated hardship, as determined by the Service Authority Executive Director the applicant may be permitted to pay the ~~availability-system development~~ fee(s) balance in twelve (12) bimonthly installments over a twenty-four-month period, or for such longer period as the Executive Director may establish.

The addition of any building, facility, plant, or unit to an existing facility or land served by the Service Authority public water and/or sewer lines shall constitute the creation of separate premises. Water and/or sewer service(s) may be supplied to such separate premises upon the filing of an application and payment of the applicable ~~availability-system development~~ fee(s). Water ~~availability-system development~~ fee: For residential and nonresidential premises, the ~~water-availability-system development~~ fee shall be ~~three thousand dollars (\$3,000.00) per dwelling unit, based on an assumed average water usage of two hundred seventy-five gallons per day (275 gpd).~~ For nonresidential premises, ~~availability fees shall be based on:~~

- Section 15-124, Table 1; ~~or~~
- ~~Estimated average daily water usage submitted by the project engineer or architect under his/her seal and signature and on his/her letterhead, in gallons per day, divided by 275 gpd and multiplied by \$3,000.00. The estimated average daily water usage should be based on the following: (1) engineering calculations, and/or (2) plumbing fixture counts, and/or (3) documented water usage at a similar site, as acceptable by the Executive Director.~~

~~The Executive Director will determine the possible availability fees based on all information submitted and assess the lowest calculated availability fee that meets this Section; however, in no instance shall the water availability-system development fee be less than \$3,000.00.~~

- (1) Sanitary sewer ~~availability system development~~ fee: For residential ~~and nonresidential~~ premises, the sewer ~~availability system development~~ fee shall be four thousand five hundred dollars (\$4,500.00) per dwelling unit. For non-residential premises, availability fees shall be based on:
- Section 15-124, Table 2; or
 - ~~Estimated average daily water usage submitted by the project engineer or architect under his/her seal and signature and on his/her letterhead, in gallons per day, divided by 275 gpd and multiplied by \$4,500.00. The estimated average daily water usage should be based on the following: (1) engineering calculations, and/or (2) plumbing fixture counts, and/or (3) documented water usage at a similar site, as acceptable by the Executive Director.~~
- ~~The Executive Director will determine the possible availability fees based on all information submitted and assess the lowest calculated availability fee that meets this Section; however, in In no instance shall the water-sewer availability fee by be less than \$4,500.00.~~
- (b) For nonresidential premises already connected to the Service Authority sanitary sewer and/or water system(s), with ~~availability system development~~ fee(s) for the property having been previously paid, that experience a site expansion, change in site use, or other change resulting in increased sewage discharge or water use, additional ~~availability system development~~ fee(s) may be assessed, at the discretion of the Service Authority Executive Director. In such cases, ~~availability system development~~ fee(s) will be determined in accordance with Section 15-129(a), previously paid ~~availability system development~~ fees will be deducted, and the result assessed for payment.
- (c) For any residential premises having a utilized private sewage treatment system that is disconnected from the private system and connected to the Service Authority sanitary sewer system, the sanitary sewer ~~availability system development~~ fee shall be forty (40) percent of the amount specified in this Section per dwelling unit, provided connection to the Service Authority system is made within the first twelve (12) months following availability of the public sanitary sewer line. After the first twelve (12) months following line availability, the fee shall be four thousand five hundred dollars (\$4,500.00) per unit.
- (d) For multiple-unit residential premises connecting to a public sanitary sewer and/or public water line, refer to Section 15-124, Tables 1 and 2, for ~~availability system development~~ fee(s). ~~reductions for more than three (3) units.~~
- (Ord. of 8-3-82(1), § VIII; Ord. of 1-3-84(3); Ord. of 4-4-89; Ord. of 12-5-89; Ord. of 10-5-93; Ord. of 4-4-95; Ord. of 10-19-04(3); Ord. of 10-17-06(3); Ord. of 5-15-07; Ord. of 9-18-07(1); Ord. of 10-21-08(1), § 5; Ord. of 12-15-09(2); Ord. No. 2013-0015, § 1, 11-19-13; Ord. No. 2014-0012, § 1, 10-21-14; Ord. No. 2015-0008, § 1, 10-20-15, eff. 1-1-16; Ord. No. 2019-0012, § 1, 11-19-19, eff. 1-1-20; Ord. No. 2021-0003, § 1, 6-15-21; Ord. No. 2022-XXXX, § X, XX-XX-22, eff. X-X-22)

Sec. 15-151. - Construction by property owner; reimbursement.

The party requesting the offsite extension, in consideration of their constructing the line extension from the existing limits of extension of the system to their property line, is permitted to be reimbursed by other properties that request connection by means of a frontfoot charge. The charge shall be equal to the average cost, including right-of-way and pumping stations, per foot of property frontage on the line. Reimbursement and the imposition of frontfoot charges shall cease ten (10) years from the date of the request. No more than ninety (90) percent of the total cost shall be recovered by the developer, and surplus shall revert to the authority. Any reimbursement shall be approved in writing by the director of the authority. Frontfoot fees shall be charged by the authority in addition to any connection, ~~availability system development fee~~ or other applicable fee or charge levied by the authority.

(Ord. of 8-6-75, § I; Ord. of 4-4-89); Ord. No. 2022-XXXX, § X, XX-XX-22, eff. X-X-22)

Sec. 15-153. - Cost borne by developer.

Within the boundaries of the property requesting the extension, the cost of the line shall be borne by the developer, except in such cases where the line must be oversized as determined by the director, to accommodate future development in nearby service areas. Where oversized lines or pumping stations are

required, the developer may be compensated only for the added cost of oversizing, to the extent of ninety (90) percent of the extra cost by the authority from fifty (50) percent of the connection fees or availability-system development fees collected from the development benefiting from the oversizing for a period of ten (10) years from completion of construction of the line.

(Ord. of 8-6-75, §§ III, IV; Ord. of 4-4-89; Ord. No. 2022-XXXX, § X, XX-XX-22, eff. X-X-22)

Mr. Hall presented the Assistant Director Report as written. Board members, by discussion among themselves and with direction provided by Mr. Popovich, decided to make a recommendation to approve the draft language making adjustments to ACSA Availability Fees. This will make way an official review by the County Attorney, public notification and a first reading at the November 1, 2022, Board of Supervisors meeting. Mr. Perrow indicated the definition and red lined changes appear consistent with discussions and shortens the ordinance in a positive way.

By motion of Mr. Perrow and with the following vote, the ACSA Board voted to recommend the changes as defined as well as the scripter's entries as required, be presented to the Board of Supervisors.

AYE:	Mr. Martin, Mr. Pugh, Mr. Wade, Mr. Perrow, Mr. Woods
NAY:	None
ABSTAIN:	None

There were no other Board member comments concerning the Assistant Director's report.

VII. New Business

A. May Tract Availability for Purchase

(Mr. Martin previously specified a change to the agenda to move Section VII A, May Tract Availability for Purchase, to a Section X Closed Session, to take place after Section IX, Matters from the Members of the Service Authority Board)

Prepared by and return to:	Mark C. Popovich (VSB #46414) Guynn, Waddell, Carroll & Lockaby, PC 415 S. College Avenue Salem, Virginia 24153
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Tax Map Reference No.:	136-A-114
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Assessment:	\$23,400.00
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Consideration:	\$30,000.00
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THIS CONTRACT, made and entered into this ____ day of _____, 2022, by and between the **MAY FAMILY TRUST**, Grantor, hereinafter referred to as Seller, whose address is 189 Snowdrift Lane, Madison Heights, Virginia 24572, and **AMHERST COUNTY SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia, Grantee, hereinafter referred to as Buyer, whose address is 113 Phelps Road, Madison Heights, Virginia 24572.

WITNESSETH:

WHEREAS, Seller is the fee simple owner of the following described unimproved tract or parcel of land, lying and being situate in Amherst County, Virginia (the "Property"), to-wit:

All that certain lot or parcel of land, with any and all improvements thereon and privileges and appurtenances thereunto belonging, and lying in the Elon Magisterial District, Amherst County, Virginia, containing 1.67 acres, more or less, on State Route 675, as shown on a plat entitled, "Plat Showing Part of the Property of David Simmons, Elon Magisterial District, Amherst County, Virginia," made by Erskine W. Proffitt, C.L.S., dated November 28, 1966, recorded in the Amherst County Circuit Court Clerk's Office in Deed Book 263, page 146.

Being the same real estate conveyed unto the May Family Trust by James C. May, Jr., and Franeda S. May, by Deed, dated September 14, 2018, recorded in the Circuit Court Clerk's Office for Amherst County, Virginia, as Instrument Number 180003346.

WHEREAS, Seller agrees to sell and Buyer agrees to buy the above-described property.

NOW, THEREFORE, the parties in consideration of the premises and the mutual covenants contained herein, agree as follows:

PURCHASE PRICE

The purchase price of the Property is Thirty Thousand Dollars (\$30,000.00), which shall be paid to Seller at settlement by wired funds, subject to the prorations described herein.

SETTLEMENT

Settlement shall be made at the office of the Amherst County Attorney in the jurisdiction wherein the property is located, on or about the _____ day of _____, 2022 ("Settlement"), or as soon thereafter as title can be examined and papers prepared. Possession shall be given at Settlement, unless otherwise agreed in writing by the parties. All rents, taxes, and interest, if applicable, are to be prorated as of the date of settlement.

CONDITION OF PROPERTY

Buyer has personally inspected the property and accepts the property "AS IS".

EXPENSES AND PRORATIONS

Buyer agrees to pay the expense of preparing the deed, certificates of non-foreign status, and Form 1099-S. Seller agrees to pay the recordation tax applicable to grantors.

TITLE

At Settlement, Seller shall convey to Buyer good, marketable, and insurable fee simple title to

the Property by deed of general warranty containing English covenants of title, free of all liens, defects, tenancies, and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for public park purposes or render the title unmarketable. If the Property does not adjoin a public road, title to the Property must include a recorded easement of right of way providing adequate access thereto satisfactory to Buyer. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period and this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph.

RISK OF LOSS

All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause, or taking by eminent domain is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Buyer shall have the option of either (1) terminating this Contract or (2) affirming this Contract, in which event Seller shall assign to Buyer all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Buyer any sums received as a result of such loss or damage.

TITLE INSURANCE NOTIFICATION

The Buyer may wish, at Buyer's cost, to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of the Buyer's deed, could be subsequently recorded and would adversely affect Buyer's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

ASSIGNABILITY

This Contract may not be assigned by either Seller or Buyer without the written consent of the other.

DEFAULT

If either the Seller or Buyer defaults under this Contract, the defaulting party, in addition to all other remedies available at law and in equity, for any and all damages and expenses incurred by the non-defaulting party, including, without limitation, attorney's fees and costs, if any.

NOTICES

Whenever notice is to be given pursuant to any of the provisions of this Contract, such notice

shall be deemed to have been given when deposited in the U.S. mails with postage prepaid, for delivery by certified mail, return receipt requested, or upon pick-up for commercial overnight delivery. The date of that notice shall be deemed to have been given shall be determined by the postmark if sent by U.S. mail and by the invoice showing the date and time of pick-up if sent by courier.

RECORDATION OF CONTRACT

This contract must be recorded in the general index of the Clerk's Office of the Circuit Court of Amherst County, Virginia in order to protect Buyer from claims of subsequent Buyers or of other persons obtaining an interest in this real estate, or from claims of judgment creditors, if any, of the Seller.

MISCELLANEOUS

The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors, and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

ACCEPTANCE

This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until _____ A.M./P.M. on the _____ day of _____, 2022. If not accepted within that time by Seller by delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, it shall become null and void. For the purposes of this Contract, Contracts received by electronic or facsimile transmission shall be deemed to be an original.

In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

Seller accepts this Contract at _____ A.M./P.M. on the _____ day of _____, 2022.

[Signature Page to Follow]

SELLER

BUYER

Franeda D. S. May Jr., Trustee

Robert A. Hopkins, P.E.
Executive Director

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF _____)

On _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Franeda D. S. May, Trustees for the May Family Trust, and Robert A. Hopkins, Executive Director, Amherst County Service Authority, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity as property owner and property purchaser, respectively.

Notary Public

Commission expires: _____

Registration No.: _____

Mr. Martin, following reconvening of the closed session, entered into discussion concerning the Mays property. He made mention that the land is for sale and has an easement to it.

By motion of Mr. Martin and with the following vote, the ACSA Board voted to approve the contract as presented, proceed with the purchase of the property, remove \$30,000.00 from ACSA reserves, and authorize Mr. Hopkins to sign the necessary paperwork for purchase.

AYE:	Mr. Martin, Mr. Pugh, Mr. Wade, Mr. Perrow, Mr. Woods
NAY:	None
ABSTAIN:	None

B. 335 Lakeview Dr. Water Main Extension

In late August, Mr. Jason Weber talked to Executive Director Hopkins regarding ACSA relocating his water meter to his property and taking over ownership and maintenance of the 1700' private water service (in yellow on the attached GIS excerpt) to his home at 335 Lakeview Drive. Weber noted a recent leak in the decades-old line that required much time and money to locate and get fixed. Hopkins told him that ACSA service responsibility is limited to the line from the water main to the water meter; the meter demarcates the separation of ACSA and private ownership; and ACSA does not take over private service lines, especially

very long ones and/or very old ones, because of the maintenance cost and the added time to read meters.

On 9/6 Weber repeated his request to Hopkins and Board Chair Martin. reducing his request to ACSA moving the water meter to the start of his driveway off the Grace Street Baptist Church access road and taking over the private service line to that point from Lakeview Drive, a distance of 500' along church road, with a crossing of Williams Run. Hopkins repeated his objections (see next page). Martin asked Hopkins to prepare a cost estimate to extend a public water meter main to Weber's driveway to replace the service line.

Option 1:	400' – 6" water main @ 40 hours ACSA labor and equipment @ 300 / hr	= \$12,000
	400' – 6" PVC C900 pipe at \$1500 / LF	= \$ 6,000
	6" – Lakeview Dr water main wet tap	= \$ 3,000
	VDOT fee for work in Lakeview Dr. right-of-way	= \$ 110
	2 – 6" gate valves @ 750 each	= \$ 1,500
	100' – 8" casing / 6" pipe bore at \$135 / LF	= \$13,500
	Fire Hydrant	= \$ 3,000
	Traffic control for the work in Lakeview Dr.	= \$ 3,000
	Moving two water meters	= \$ 1,000
	Erosion and sediment control	= \$ 1,000
	Grading / seeding / mulching	= \$ 2,500
	Engineering services (survey, design, plan, etc.)	= \$ 5,000

Total for ACSA installation if Weber can wait = **\$51,610**

Option 2:	500 – 6" PVC water main installation by contractor @ \$100 / LF	= \$50,000
	All the above items other than the first two	= \$33,610
	Bid documents / bidding for contractor to install	= \$ 5,000

Revised total for contractor installation if Weber cannot wait = **\$88,610**

Possible construction add ons:

Water main easement purchase	= \$ 2,500
Water main easement plat(s)	= \$ 1,500
Driveway pavement removal / restoration	= \$ 5,000
Lakeview Dr. pavement removal / restoration	= \$ 3,000

Issues to be considered by the Board for relocating the meter and taking over the existing service line:

- ACSA policy is that ACSA places water meters and sanitary sewer service line cleanouts at the edge of a public road right-of-way or ACSA easement and maintains service lines from the water main to the meter and sanitary sewer to the cleanout. Presuming the water service line is along the church and residence driveways, Weber's request would not only violate ACSA policy, but would make ACSA responsible for 500' (per Weber) of water service pipe that will likely need replacement soon.
- ACSA policy is to accept for ownership and maintenance water and wastewater infrastructure that is installed by ACSA or by ACSA approved contractors or inspected by ACSA. ACSA knows nothing about this existing line – who installed, when it was installed, how it was installed, its current condition, etc., and would be

- taking a financial risk by taking it over.
- Changing ownership of the service line per Weber's request would require the establishment of ACSA easements across intervening properties. A surveyor would have to be contracted to locate the service line and prepare and record the plat(s), and the easement(s) might need to be purchased. Mr. Weber said he had a problem finding the leak and the service line is probably plastic and would be very difficult to locate to establish an alignment for easements. This would cost many thousands of dollars in addition to simply moving the meter and taking over the service line.
- Per County GIS, the house was built in 1977. One recent service line leak is known. The service line is probably 45 years old, at or near the end of its service life, likely plastic, crosses under Williams Run and may be under a substantial amount of private paved driveway, and would cost tens of thousands of dollars to replace, probably in the near future and by ACSA if the Board agrees to Weber's request.
- Moving the meter to the end of a long driveway would complicate reading the meter and might require ACSA needing another easement, for driveway access / use from Lakeview Dr. to the meter, to ensure that ACSA always can get to the meter.
- ACSA staff estimates there are over one hundred properties within ACSA service area with water service lines at least 200' long. The Dillard mansion on Rte. 130 has a service line over half a mile long; a recent new water service connection on Cedar Gate Road is 700' long; Mt. Sinai Baptist Church recently contacted Hopkins about relocating their meter several hundred feet from Elon to their property, with ACSA taking over maintenance of the long service line. Relocating the Weber meter will set a precedent for anyone with a long service to demand that ACSA relocate his/her meter, making ACSA responsible for tens of thousands of feet of aging water service lines.
- If this is done for an existing long private water service line, it can be expected that sanitary sewer customers with long service lines will also demand that ACSA install new demarcation cleanouts and take over ownership and maintenance responsibilities for their long service lines.
- Taking over these many long service lines would be even more detrimental to ACSA because of the new EPA rules regarding establishment of an inventory of materials of all water service lines and replacement of any that include lead materials; adding tens of thousands of feet of existing service lines to ACSA responsibility would greatly expand that scope of work and be very costly.

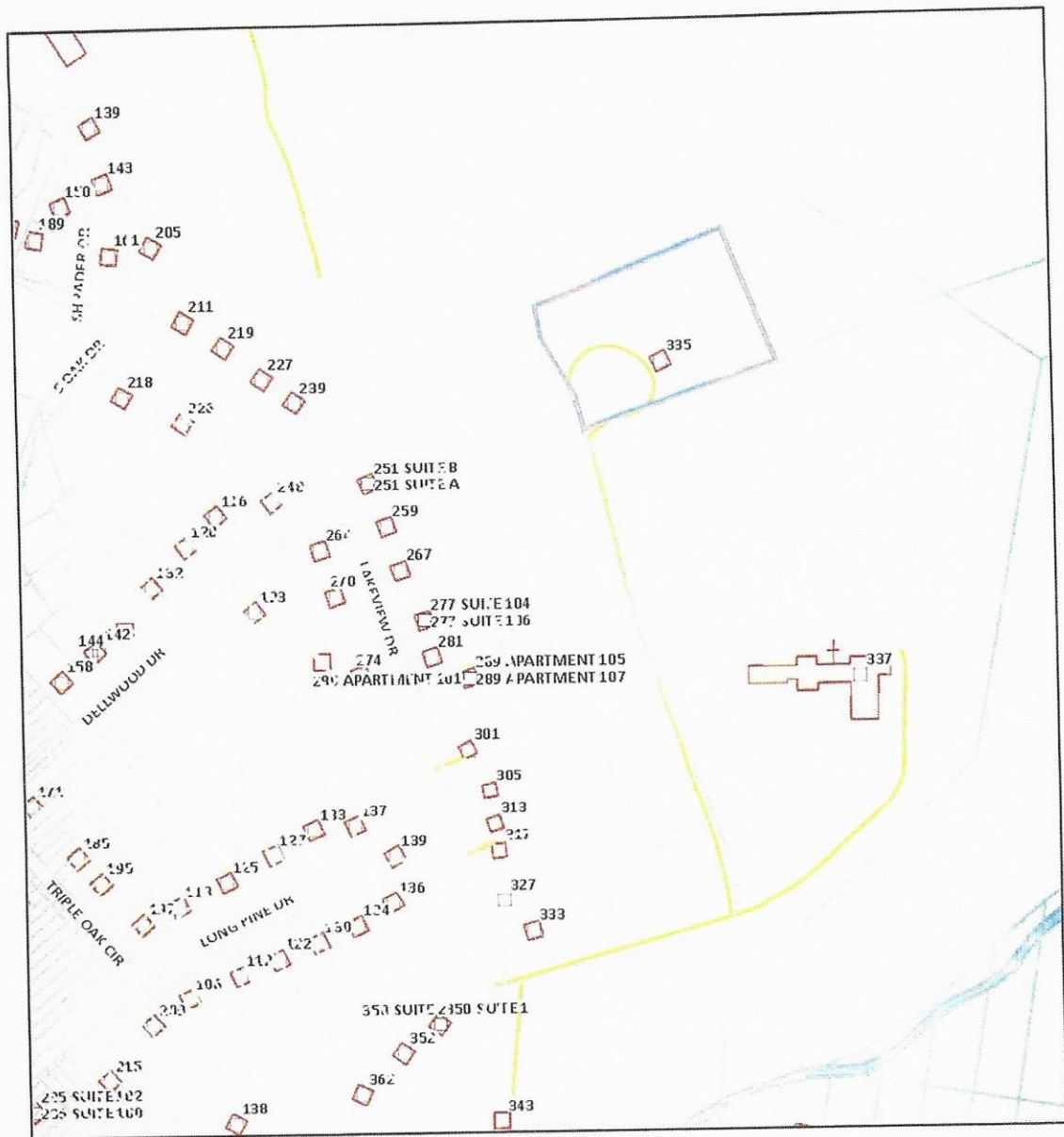
Issues to be considered by ACSA Board for replacing the existing service line with a public water main:

- Cost figures on Page 1; that money is not in the budget and will take away from other ACSA needs.
- Recent ACSA Board policy is to ensure a reasonable return on investment for construction of any new water and wastewater infrastructure. This water main extension would have a large negative return on investment, in that it would cost ACSA many tens of thousands of dollars and would serve only two existing customers, so ACSA would receive no new revenue from doing this.
- The sixth bullet above also implies to replacing long service lines with public water mains, which would cost ACSA hundreds of thousands of dollars in installation and even more for maintenance.
- The seventh bullet above also implies to replacing long private wastewater service lines with sanitary sewer extensions, which would cost ACSA hundreds of thousands of dollars in installation and even more for maintenance.

Mr. Hopkins reiterated information in his written report and explained the cost is

expensive and there would be no return on investment (actually a negative return on investment) by approving this request, something the Board has been an advocate of. Moving this meter will also cause additional work for ACSA meter readers. Mr. Perrow appreciates the cost estimate provided by Mr. Hopkins. The fact that the proposed meter location is off of the public right of way and only serves a few few customers (two customers), there is no way to justify the cost. Mr. Perrow recommends for Mr. Weber ask his neighbor if he can connect to their line. An easement would be required from his neighbor to do this. This is a private matter and also would become a new connection. Mr. Perrow explained "there does not appear to be a public need here." Mr. Hopkins agrees and expressed his concern of setting a precedent. There are a large number of ACSA customers with the same situation that would follow suit.

There were no other Board member comments concerning 335 Lakeview Dr. Water Main Extension.



August 25, 2022

The GIS data is proprietary to the County, and title to this information remains in the County. All applicable common law and statutory rights in the GIS data including, but not limited to, rights in copyright, shall and will remain the property of the County. Information shown on these maps are derived from public records that are constantly undergoing change and do not replace a site survey, and is not warranted for content or accuracy.

A. Miscellaneous Matters

1. ACSA Staff

Two experience utility mechanics started work with ACSA on Monday, 10/3. John Martin has worked with the City of Lynchburg, Town of Amherst, Central Virginia Irrigation, Kike Lee, Inc., and, most recently, Virginia Site Works, Inc. He brings to ACSA 30 years of utility construction experience and was hired as a Senior Utility Mechanic. Draper Lee has almost ten years experience in utility construction with Mike Lee, Inc. and Virginia Site Works, Inc., and also was an experienced equipment operator with C. Arthur Trucking, LLC. He was hired as a Utility Mechanic.

These hires are expected o be very important to ACSA.

- a. For many years, ACSA has only been able to hire apprentices for the construction crew, being unable to attract experienced people, having to train people with no experience.
- b. Martin and Lee are expected to provide alternate skills to those ACSA's crew uses now which can improve construction efficiency and safety and reduce costs.
- c. Perhaps most importantly, Marin and Lee have experience laying gravity sanitary sewers, which ACSA has never done inhouse because of lack of such experience. This is expected to bring additional revenue to ACSA with inhouse construction for ACSA extension projects – so ACSA does not have to hire contractors – and for developers that traditionally have had to engage contractors at a higher cost for the work. This should have immediate benefit fir the Monacan Indian Nation development project at Dixie Airport Road in Madison Heights, which has a short section of sanitary sewer to be constructed – a good test project for ACSA – for which MIN has been unable to attract a contractor, due to the current boon in construction and the small size and cost of the project. This delayed the MIN project and MIN is happy at the prospect of ACSA being able to do the work.

Mr. Hopkins highlighted what is written in his report concerning new hires. He also added another new hire not mentioned: Mr. Tyler Hodnett was recently hired as a Utility Worker/Meter Reader, working out of the Water Office. The addition of these new hires will be a great help to ACSA.

2. ACSA Master Plan

At his 2021 performance evaluation by the ACSA Board, Executive Director Hopkins was tasked to research the preparation, bidding, and completion by a consultant(S) of a master plan for ACSA. At the Board's 9/20/2022 meeting, Assistant Director Hall was asked (Hopkins was unable to attend) to get the Board an update on the task.

After long search, Hopkins was able to find two water / wastewater utility master plans request for proposals issued relatively recently: one by the Pittsylvania County Board of Supervisors titled "Comprehensive Water and Wastewater Infrastructure Master Plan", the other by Smyth County titled "Engineering Services – Comprehensive County-Wide Water Study".

Hopkins is reviewing the documents and has begun preparation of background information, scope of work, proposal requirements, etc. for a request for proposals to be issued by ACSA.

In addition to the information provided, Mr. Hopkins expressed difficulty in finding good examples of Master Plan procurements. Mr. Perrow has given Mr. Hopkins a new lead, and

recommended contacting Mr. Tom Fore, with the Town of Altavista.

There were no other Board comments concerning item C. Miscellaneous Matters.

VIII. Citizen Comment

Board Chair Martin opened the floor for comment by meeting attendees.

There were no citizens wishing to speak; Mr. Martin closed Citizen comment.

IX. Matters from the Members of the Service Authority Board

Board Chair Martin had nothing further to discuss.

Board Assistant Chair Perrow had nothing further to discuss.

Board Member Pugh had nothing further to discuss.

Board Member Woods had nothing further to discuss.

Board Member Wade had nothing further to discuss.

X. Closed Session

By motion of Board Vice Chair Perrow and with the following vote, the Board entered into closed session pursuant to section 2.2-3711(A)(3), to discuss the acquisition of real property for a public purpose where a discussion in an open meeting would adversely affect the bargaining position of the Authority regarding the May Family Trust property.

AYE: Mr. Martin, Mr. Perrow, Mr. Pugh, Mr. Wade, Mr. Woods

NAY: None

ABSTAIN: None

By Motion of Mr. Pugh and with the following vote, the Board exited closed session.

AYE: Mr. Martin, Mr. Perrow, Mr. Pugh, Mr. Wade, Mr. Woods

NAY: None

ABSTAIN: None

Board Member Wade, with the following vote, made a motion to certify that to the best of each members knowledge, only public business matters lawfully exempted from open meeting requirements, and only such public business matters identified in the motion to move to closed session were heard, discussed or considered pursuant to section 2.2-3712(D).

AYE: Mr. Martin, Mr. Perrow, Mr. Pugh, Mr. Wade, Mr. Woods

NAY: None

ABSTAIN: None

Adjournment

By motion of several Board members and with the following vote, the Board adjourned the meeting at 2:10 p.m.

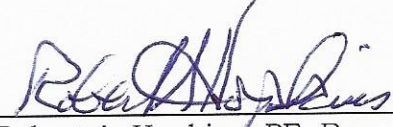
AYE: Mr. Martin, Mr. Perrow, Mr. Pugh, Mr. Wade, Mr. Woods

NAY: None

ABSTAIN: None



Tom Martin, ACSA Board Chair



Robert A. Hopkins, PE, Board Secretary