

# **Bedford Regional Water Authority**

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# **Bedford Regional Water Authority**

## **Operating Policy Manual**

# **CHAPTER 1**

## **GOVERNANCE**

## INTRODUCTION

### Section 1. PURPOSE

Bedford Regional Water Authority (“Authority”) has organized all of its operating standards, policies, and procedures into an “Operating Policy Manual.” The Board of Directors of the Authority will either approve of each of these governing documents, or they will authorize the Executive Director of the Authority to approve of certain administrative documents.

### Section 2. BOARD OF DIRECTORS’ APPROVAL

- A. The Board of Directors will review and approve any policies or procedures of the Authority that:
  - 1. Have a significant financial impact on the Authority in any given fiscal year, or that will have a significant financial impact on the future annual budget(s).
  - 2. Have a significant and regular impact on any customers, or potential customers, of the Authority.
  - 3. The Board of Directors deems as requiring their approval.

### Section 3. EXECUTIVE DIRECTOR’S AUTHORITY

- A. With the exception of those situations listed above, the Board of Directors has authorized the Executive Director to draft, review, and approve policies and procedures of the Authority that:
  - 1. Relate to the efficient and safe operation of the Authority.
  - 2. Do not have a significant financial impact on the Authority.
  - 3. Provide the operational details needed to carry out policies approved by the Board of Directors.
- B. The Executive Director may modify and append any policy to correct grammatical or typographical errors, to renumber or rename the policies, or to revise the language for clarification of the policy provided that any such changes to documents approved by the Board of Directors shall only be done without making any change to the intent of the policy or the manner in which it is to be carried out.
- C. The Board of Directors shall be provided with a copy of any new or modified policies at least annually at a Regular Board Meeting.

### Section 4. Revisions

- A. This policy was approved and adopted by the Authority’s Board of Directors on December 18, 2012.

## HISTORY AND SUMMARY

### Section 1. HISTORY

The Bedford Regional Water Authority (“Authority”) was created pursuant to the Water and Sewer Authorities Act Chapter 28, Title 15.1 code of Virginia of 1950, as amended. In accordance with the Reversion Agreement executed in August, 2012, the Authority was created by the Bedford County Board of Supervisors (“Supervisors”) by resolution dated November 14, 2012 and the Bedford City Council (“Council”) by resolution dated November 27, 2012.

Three (3) of the initial board members were appointed by the Supervisors on November 14, 2012, and three (3) of the initial board members were appointed by the Council on December 11, 2012; the six (6) initial board members then recommended the seventh (7<sup>th</sup>) board member who was appointed by both the Supervisors and the Council. The State Corporation Commission approved the Articles of Incorporation on December 13, 2012. The first board meeting was held on December 18, 2012.

### Section 2. SUMMARY OF SERVICES

#### A. Water:

##### 1. Sources:

- a. Stoney Creek Reservoir: This reservoir is located at the foothills of the Peaks of Otter, and the water is treated at the Authority’s Central Water Treatment Plant (“CWTP”) located on Turkey Mountain. The CWTP is rated at 2.63 million gallons per day (“MGD”).
- b. Smith Mountain Lake: The Authority shares joint ownership of the Smith Mountain Lake Water Treatment Plant (“SMLWTP”) with the Western Virginia Water Authority (“WVWA”); the plant uses membrane technology to treat water that is withdrawn from Smith Mountain Lake (SML). The SMLWTP is rated at 3.0 MGD, and can be easily expanded to 4.0 MGD through the purchase of additional membrane cartridges that can be easily installed in the treatment process.
- c. City of Lynchburg: The Authority purchases water from the City of Lynchburg and then distributes this water through the Authority’s water systems. Water treated by Lynchburg is sourced from the James River and the Pedlar Reservoir. There is not currently a contract limit to the capacity of the water purchased from Lynchburg, and the City of Lynchburg WTPs are rated at a capacity of 26 MGD.
- d. Western Virginia Water Authority: The Authority purchases water from the WVWA and then distributes this water through the Authority’s Stewartsville system. Water treated by the WVWA is sourced from Carvins Cove and from Spring Hollow.

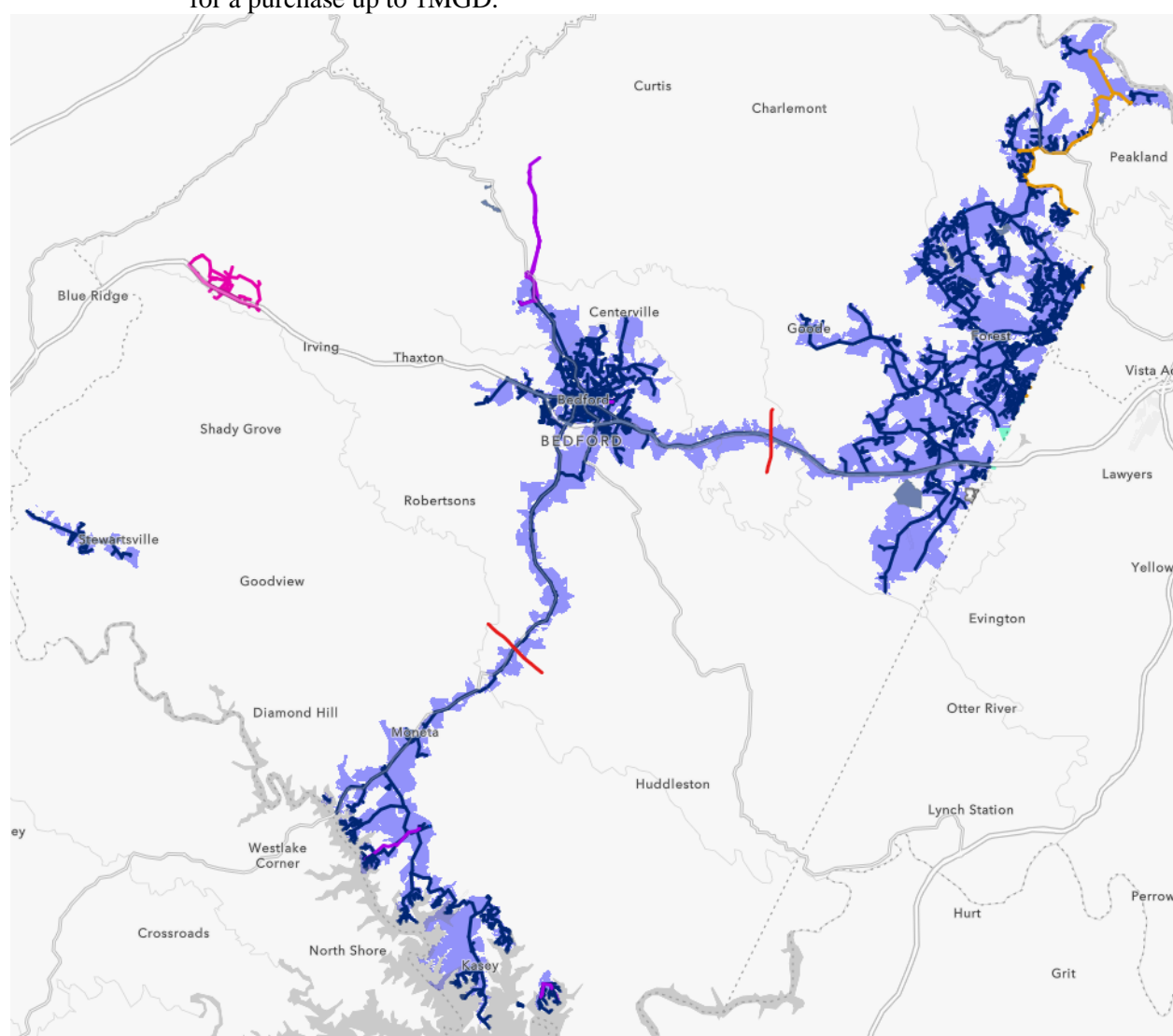
##### 2. Service Areas: A map of the water service areas can be found herein.

- a. Bedford Central: The Authority provides water to the area inside and around the Town of Bedford. The water for this service area is primarily sourced a blend of water from the CWTP and the SMLWTP.
- b. Lakes: The Lakes Central distribution service area includes everything south of the Route 24 intersection with Route 122; it includes service to various subdivisions situated adjacent to to SML. The majority of the water for the Lakes Central system comes from the SMLWTP; when necessary, water can also be provided to this system from the CWTP, or from the City of Lynchburg sources. The Authority also owns three (3) independent water

## HISTORY AND SUMMARY

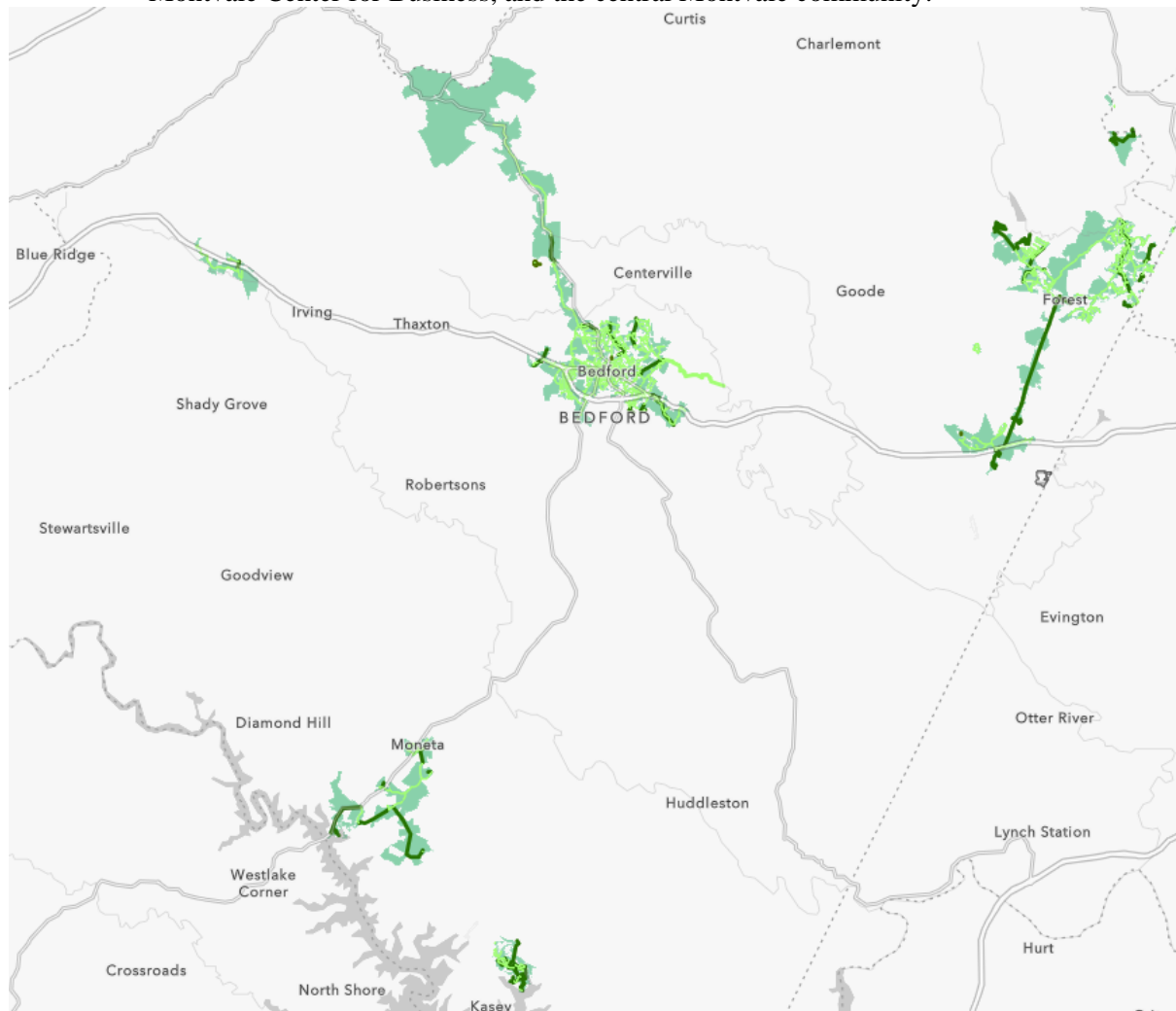
systems that use wells as the source and they are located in the Mountain View Shores, Paradise Point, and Valley Mills Crossing subdivisions.

- c. Forest Central: The Authority provides water to the Forest, New London, and Boonsboro areas of the County; this water is sourced primarily from a blend of the water from the City of Lynchburg and from the SMLWTP; when necessary, it is also possible to provide water to this service area from the CWTP.
- d. Stewartsville: The Authority owns a water system in the Stewartsville area where water is purchased from the WVWA and then distributed by the Authority. The agreement allows for a purchase up to 1MGD.



## HISTORY AND SUMMARY

- B. Wastewater: A map of the wastewater service areas can be found herin.
1. Bedford Central: The Authority provides sewer service inside and around the Town of Bedford using a Wastewater Treatment Plant (“WWTP”) located on Orange Street in Bedford. The Central WWTP is rated at 2.0 million gallons a day (“MGD”).
  2. Forest Central: The Authority provides sewer service to the Forest and New London areas of the County by collecting the wastewater and transmitting it to the Lynchburg Regional WWTP for treatment. The Authority owns 1.0 MGD capacity in the Lynchburg WWTP. The Authority also owns a small 0.01 MGD WWTP in the Cedar Rock Subdivision.
  3. Lakes Central: The Authority owns a WWTP in Moneta which provides sewer service to the Lakes community around the 122 corridor; this Moneta WWTP is rated at 0.5 MGD. The Authority also owns a small 0.05 MGD WWTP in the Mariners Landing Subdivision.
  4. Montvale: The Montvale WWTP is located behind the Elementary school. It is rated at 0.05 MGD and provides service to the Montvale Elementary School, the Montvale Library, the Montvale Center for Business, and the central Montvale community.



## HISTORY AND SUMMARY

**Section 3. Statistics:** As of the July 1, 2024 the Authority had the following:

- A. Number of water customers: 14,861.
  - 1. Bedford Central: 3,806
  - 2. Forest Central: 9,011
  - 3. Lakes Central: 1,901
  - 4. Stewartsville: 143
- B. Number of wastewater customers: 5,884
  - 1. Bedford Central: 3,007
  - 2. Forest Central: 2,230
  - 3. Lakes Central: 635
  - 4. Montvale: 12
- C. Number of Employees: 82.5
  - 1. Customer Service: 8
  - 2. Engineering: 13.5 (1 Part-time = 0.5)
  - 3. Maintenance: 24
  - 4. Water Operations: 10.5 (1 Part-time = 0.5)
  - 5. Wastewater Operations: 13
  - 6. Administration: 8.5 (1 Part-time = 0.5)
  - 7. Information Systems: 2
  - 8. Finance: 3

## Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on December 18, 2013.
- B. This policy was modified with the following amendments:
  - 1. Approved December 9, 2013, effective December 9, 2013:
    - a. Policy revised correcting a few typos.
  - 2. Approved October 3, 2022, effective October 3, 2022:
    - a. Added maps of service areas
    - b. Updated Section 2.A to include description of new water assets
    - c. Updated numbers in Section 3 statistics.
  - 3. Approved July 07, 2023, effective July 07, 2023
    - a. Updated numbers in Section 3 statistics.
  - 4. Approved January 9, 2025, effective January 20, 2025
    - a. Updated Section 3 statistics.

**ARTICLES OF INCORPORATION**

The Board of Supervisors of Bedford County, Virginia and the City Council of the City of Bedford, Virginia have, by concurrent resolutions, adopted the following Articles of Incorporation of the Bedford Regional Water Authority, pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended) (the “Act”).

**ARTICLE I:**

The name of the Authority shall be the Bedford Regional Water Authority and the address of its principal office is 1723 Falling Creek Road, Bedford VA 24523.

**ARTICLE II:**

The names of the political subdivisions participating in the Authority are Bedford County, Virginia and the Town of Bedford, Virginia (collectively, the “Localities”) each of which hereby acknowledges, covenants, and agrees that these Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the Localities.

**ARTICLE III:**

The Board of the Authority shall consist of seven members. The names, addresses, and terms of office of the six initial members of the Bedford Regional Water Authority are as follows:

<u>NAME</u>	<u>TERM OF OFFICE</u>	
	<u>BEGINNING</u>	<u>ENDING</u>
1. Thomas D. Segroves	12/01/2012	12/31/2014
2. Robert Flynn	12/01/2012	12/31/2015
3. Carl H. Wells	12/01/2012	12/31/2016
4. Walter Siehien	12/01/2012	12/31/2014
5. Michael C. Moldenhauer	12/01/2012	12/31/2015
6. Elmer C. Hodge, Jr.	12/01/2012	12/31/2016

The governing body of each Locality has initially appointed the number of members set forth opposite its name below:

Bedford County – Three, for terms of 2, 3 and 4 years

City of Bedford – Three, for terms of 2, 3 and 4 years

The seventh initial member will be nominated by the initial six (6) members and confirmed by the governing bodies of each of the Localities for an initial term of four (4) years. If no nominee for the seventh position is made by the Authority within 45 days of the Authority’s first meeting, or, if made, is not approved by the Localities within forty-five (45) days of being nominated and such nomination communicated to the Localities, such appointment shall be made on the application of the Authority by



## ARTICLES OF INCORPORATION

the Judge of the Circuit Court of Bedford County, Virginia. In case an initial member dies, resigns, or is disqualified, and upon the expiration of the initial term of any member, successors shall be appointed by the same method as for the initial members.

If the Authority fails to nominate or if either Locality fails to appoint a successor within 45 days of the end of any term or tenure (such time period to be extended another 30 days at the request of any Locality made within such 45 day period) a successor shall, on the Authority's application, be appointed by the Judge of the Circuit Court of Bedford County.

After the initial terms, each Board member shall be appointed for a four-year term ending on December 31 in the fourth year and shall serve until a successor is appointed and qualified.

Each member shall be reimbursed by the Authority for the amount of actual expenses incurred in the performance of Authority duties.

After the expiration of the first four (4) year term for the Board positions of initial members who served for two (2) years, all further appointments will be based upon proportionate representation of the Localities according to the total number of equivalent residential connections ("ERC's") for both water and sewer in each jurisdiction based on an equivalent rate calculation of two hundred gallons per day per connection. This calculation shall be made six months prior to the expiration of the term. In no event shall either Bedford or Bedford County appoint and have fewer than two (2) members of the Board of Directors of the Authority.

### ARTICLE IV:

The purposes for which the Authority is being organized are to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage and maintain water, waste water, sewage disposal and other facilities pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the 1950 Code of Virginia, as amended ("Act"). The Authority shall have all of the rights, powers, and duties of an authority under the Act.

On or before December 31, 2016 the Authority shall make every reasonable effort to construct a water line of sufficient size to connect the existing City of Bedford and the Bedford County Public Service Authority water systems in accordance with the terms of Principles Governing the Creation of the Bedford Regional Utilities Authority attached as Exhibit 7 to that Voluntary Settlement of Transition to Town Status and Other Related Issues Between the City of Bedford and the County of Bedford, dated August 2012.

The Authority will substantially equalize rates and establish volume rates for large customers in accordance with that Consolidation Agreement dated as of October 31, 2012 (the "Consolidation Agreement") by and among the City of Bedford, Virginia, Bedford County, Virginia and the Bedford County Public Service Authority.

The Authority will take all other action contemplated to be taken by the Authority in the Consolidation Agreement.

Chapter: Governance

Issue (Effective) Date: October 24, 2023

Document Number: 1.20

Approval Date: October 23, 2023 (County); October 24, 2023 (Town)

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Approved By: Town of Bedford Council and Bedford County Board of Supervisors

## ARTICLES OF INCORPORATION

It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken or initial rates for the proposed projects.

**ARTICLE V:**

The Authority shall serve the incorporated and unincorporated areas of Bedford County, Virginia and to the extent permitted by the Act such other towns or public or private entities as the Authority may determine upon the terms and conditions established pursuant to appropriate contracts.

**ARTICLE VI:**

The Authority shall cause an annual audit of its books and records to be made by the State Auditor of Public Accounts or by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the incorporating political subdivisions.

**ARTICLE VII:**

The term of existence of the Authority shall be 50 years from the effective date of the Members' resolutions authorizing these Articles.

IN WITNESS WHEREOF the Board of Supervisors of Bedford County and the Town Council of the Town of Bedford, Virginia have caused these Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and clerks of each.

This Resolution shall take effect on the 24th day of October 2023.

ATTEST:

BEDFORD COUNTY, VIRGINIA

  
Clerk, Bedford CountyBy   
Chairman, Board of Supervisors

TOWN OF BEDFORD, VIRGINIA

  
Clerk, Town of BedfordBy   
Mayor, Town Council

**BYLAWS****ARTICLE I: OFFICES**

1. The principal office of the Authority shall be located in the Bedford Regional Water Authority Building, 1723 Falling Creek Road, Bedford, Virginia 24523. The Authority may have such other offices as the members of the Authority may determine or as the members of the Authority may require from time to time.

**ARTICLE II: MEETINGS**

1. Regular Meetings:
  - a. The regular meeting of the members of the Authority shall be held on the third Tuesday of each month, at 7:00pm, for the transaction of such business as may come before the Authority. If the date fixed for the regular meeting shall be a legal holiday in the State of Virginia, such regular meeting shall be held on the next succeeding business day.
  - b. The members of the Authority may provide by resolution for the holding of additional meetings of the Authority without other notice than such resolution.
  - c. When it is anticipated that a quorum will not be present at a meeting, or when there are no action items for the agenda, or in an emergency situation, the regular board meeting may be cancelled. The decision to cancel the board meeting must be made by two representatives of the Authority holding one of the following positions: the Chairman, the Vice-Chairman, and the Executive Director. If a meeting is cancelled, notice of the cancellation should be posted in the same manner as the posting of the regular agendas.
2. Special Meetings:
  - a. Special meetings of the members of the Authority may be called by or at the request of the Chairman of the Authority or any two members. A person or persons authorized to call special meetings of the Authority may fix any place, either within or outside the County of Bedford, as a location for holding any special meeting.
  - b. Notice of any special meeting of the members of the Authority shall be given to each of the members at least two (2) days previously thereto by written notice delivered personally or sent by mail or fax or email to the location as shown by the records of the Authority. Any member may waive notice of any meeting by signing a waiver before or after any meeting. The attendance of a member at any meeting shall constitute a waiver of notice, except where a member attends for the express purpose of objecting to the holding of the meeting.
3. Quorum:
  - a. A majority of the members of the Authority shall constitute a quorum for the transaction of business at any meeting of the Authority but if less than the majority of the members are present at said meeting, a majority of the members present may, by election, adjourn the meeting from time to time.
  - b. Any vacancy occurring in the membership shall not impair the right of a quorum to exercise or perform the duties and rights of the Authority.
4. Manner of Acting:
  - a. The vote of the majority of the members of the Authority shall be necessary for any action taken by the Authority even though there is a quorum present.

## BYLAWS

5. Electronic Participation is acceptable by members subject to the express limitations imposed by § 2.2-3708.2 of the FOIA and as defined in this policy section.
  - a. At all meetings in which a Member participates remotely by means of electronic communication, a quorum of the Board must be physically assembled at one primary or central meeting location; and,
  - b. The Authority must make arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.
  - c. If participation by a member through electronic communication takes place, the Authority shall record in its minutes the remote location from which the member participated. The remote location need not be open to the public for attendance.
  - d. In order to participate remotely by means of electronic communication, a Member must, on or before the day of a meeting, notifies the Chair that remote participate is necessary due to any of the reason shown below.
    - i. Such Member is unable to attend the meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance. The Authority shall include in its minutes the fact that the member participated through electronic communication means due to a temporary or permanent disability or other medical condition that prevented the member physical attendance; or,
    - ii. Such member is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter.
      - a) Participation by a Member pursuant to this situation is limited each calendar year to two meetings.
      - b) If approved, the Authority shall include in its minutes the specific nature of the personal matter cited by the Member.
      - c) If denied, because such participation would violate this section of the policy, such disapproval shall be recorded in the minutes with specificity.
    - iii. A member notifies the chair that such member's principal residence is more than sixty (60) miles from the meeting location identified in the required notice for such meeting.

## ARTICLE III: MEMBERS

1. Appointment:
  - a. The Authority members shall be appointed, and vacancies filled, as specified in the Authority's Articles of Incorporation.
  - b. Any vacancy occurring in the membership shall not impair the right of a quorum to exercise or perform duties and rights of the Authority.
2. Terms:
  - a. The terms of each member are as specified in the Authority's Articles of Incorporation.
  - b. Any appointed member may be removed by the Locality appointing or the Localities approving such member for malfeasance in office.
3. Attendance:
  - a. Each member shall strive to attend in person every meeting possible.

**BYLAWS**

- b. Except under unusual circumstances, as determined by a majority vote of the members, each member should miss no more than two meetings in a row, not to exceed three meetings within any twelve month period. In the event that such attendance requirements are not met, it shall be considered a neglect in duty and thus that member may be removed from office by the Locality appointing or the Localities approving such member without limitation. In such an event, a successor shall be appointed by the Locality appointing or the Localities approving such member for the unexpired portion of the term of the member who has been removed.
- 4. Expenses and fees:
  - a. The Authority shall provide for the payment of expenses incurred by members and liaisons in the performance of their official duties. Reimbursements will be treated as paid under an accountable plan, as detailed in the [Internal Revenue Service Publication 463](#). Mileage will be reimbursed at the posted federal rate.
    - i. The expenses and travel must be for the purpose of conducting Authority business; this includes the attendance at Authority approved meetings, conferences, or trainings.
    - ii. A daily business mileage and expense log shall be submitted to the Treasurer each month for the prior month's travel expenses.
    - iii. Allowances and advances will not be provided; all reimbursement will be made for actual expenses and actual mileage.
  - b. The Authority shall pay each member for their services. The members will be salaried employees of the Authority, and withholdings will be made according to federal, state, and local tax regulations. The monthly compensation shall be as follows:
    - i. Chair: \$400
    - ii. Vice Chair: \$350
    - iii. All other Members: \$325
  - c. No benefits, other than those listed above, will be provided to the members.
- 5. Duties:
  - a. The members shall conduct all business to ensure that:
    - iv. The Authority operates in a manner such that it adheres to the Authority's adopted mission statement
    - v. The Authority fulfills the purpose of the Authority as set forth in the Article of Incorporation.
  - b. The members shall hire an Executive Director to oversee and manage the daily operation of the Authority.
  - c. The members shall adopt an annual budget, with a fiscal year running from July 1 through June 30, prior to the close of the previous fiscal year. The members shall review the financial statements at least monthly to ensure adherence to the adopted budget.
  - d. The members shall review and act upon committee recommendations.

**ARTICLE IV: OFFICERS**

- 1. Requirements:
  - a. The officers of the Authority shall be a Chair, Vice-Chair, Secretary and Treasurer, and such assistant secretaries and treasurers as shall be convenient to the conduct of the Authorities' business. Such officers shall be elected in accordance with the provisions of this article. The Secretary and Treasurer and such assistants as shall be needed need not be members of the

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**BYLAWS**

Authority and the office of the Secretary and Treasurer may be combined if such is the vote of the majority of the members of the Authority.

2. Election and Term of Office:
  - a. The officers of the Authority shall be elected annually by the members of the Authority at the regular monthly meeting of the Authority held in the month of December of each year and shall take office the first day of the following month. If the election of officers shall not be held as of such meeting, such election shall be held as soon thereafter as it conveniently may be done. Each officer shall hold office until his or her successor shall have been duly elected.
3. Removal of Officers:
  - a. Any officer elected or appointed by the members of the Authority may be removed by the members of the Authority whenever in its judgment the best interest of the Authority would be served thereby, but such removal shall be without prejudice to the contract rights of any of the officers so removed.
4. Chair:
  - a. The Chair shall be the principal executive officer of the Authority and shall in general supervise and control all the business and affairs of the Authority.
  - b. He or she shall preside at all meetings of the members.
  - c. He or she may sign, with the Secretary or any other proper officer of the Authority, authorized by the members of the Authority, any deeds, mortgages, bonds, contracts, or other instruments which the members of the Authority have authorized to be executed, except in cases where the signing and the execution thereof shall be expressly delegated by the members of the Authority or by these bylaws or by statute to some other officer or agent of the Authority.
  - d. He or she shall in general perform all duties incident to the office of the chairman and such other duties as may be prescribed by the members of the Authority from time to time.
  - e. The Chair shall appoint the committees, both special and/or standing.
5. Vice-Chair:
  - a. The Vice-Chair shall preside and assume the duties of the Chair in the absence of the Chair or the inability of the Chair to act.
6. Treasurer:
  - a. The Treasurer shall have charge and custody of and be responsible for all bonds and securities of the Authority, receive and give receipts for monies due and payable to the Authority from any source whatsoever, and deposit all such monies in the name of the Authority in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these bylaws; and in general perform all the duties incumbent to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the Chairman or by the members of the Authority.
7. Secretary:
  - a. The Secretary shall keep the minutes of the meetings of the members of the Authority; said minutes may be kept in one or more books provided for that purpose, or may be posted on a website for public viewing. The Secretary shall see that all required notices are duly given; by custodian of the corporate records and of the seal of the Authority and see that the seal of the Authority is affixed to all necessary documents, the execution of which on behalf of the Authority under its seal is duly authorized in accordance with the provisions of these bylaws; and in general perform all duties incumbent to the office of Secretary and such other duties as



## BYLAWS

from time to time may be assigned to him or her by the Chairman or by the members of the Authority.

### ARTICLE V: COMMITTEES

1. Standing Committees:
  - a. The Chair will assign members to the standing committees at or before the first meeting after having taken the office of Chair from the previous month elections.
  - b. Each of the standing committees shall have at least two members assigned to them; other members may be requested by the Chairman to join a committee on an “ad hoc” basis or as needed.
  - c. The Authority shall have at least the following three standing committees that will make recommendations to the board, with their primary duties being shown as follows:
    - i. Personnel committee:
      - A. To review policies directly related to employment and the employees
      - B. To review staff related issues with the Executive Director.
      - C. To perform an annual evaluation of the Executive Director.
      - D. To hear board appeals from the staff.
    - ii. Finance committee:
      - A. To assist in the preparation of the annual budget.
      - B. To review financial policies.
      - C. To provide financial guidance to the Executive Director.
    - iii. Policies and Projects committee:
      - A. To review all policies other than those assigned to the Finance committee or Personnel committee.
      - B. To identify and review proposed construction projects.
      - C. To hear board appeals from the public.
2. Special Committees:
  - a. The Chair shall appoint or disband any special committees as deemed necessary by the Chair.
3. Committee Attendance:
  - a. Each committee member shall strive to attend in person every meeting possible.
  - b. The chair may remove and reappoint any member from a standing or special committee if deemed necessary due to attendance, availability, conflicts, or other issues as deemed appropriate by the Chair.

### ARTICLE VI: CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

1. Contracts:
  - a. The Authority may authorize any officer or officers, agent or agents of the Authority, in addition to the officers so authorized by the bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instruments.
2. Checks, etc.:
  - a. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority, shall be signed by:

**BYLAWS**

- i. Any member of the Authority. In addition, such officer or officers, agent or agents of the Authority as shall from time to time be designated by resolution of the Authority; and,
  - ii. Each such instrument shall also be signed by either the Treasurer, the Executive Director, the Assistant Executive Director, or the Chairman.
- b. Electronic payment of invoices, statements, and routine accounts payable may be made provided that two (2) officers sign a form to approve of the payment(s) being made in that manner.
3. Deposits:
  - a. All funds shall be deposited as directed by the Authority.
4. Gifts:
  - a. The Authority may accept on behalf of the Authority any contribution, gift, bequest, or otherwise for the general purposes or for any special purpose of the Authority.

**ARTICLE VII: BOOKS AND RECORDS**

1. The Authority shall keep all books and records of the Authority at the principle office or on the Authority web page so that they may be inspected by any member for any proper purpose at any reasonable time. The records shall include:
  - a. a complete set of records of accounts and financial statements
  - b. minutes of the meetings of the members of the Authority
  - c. a record giving the names and addresses of the members entitled to vote.

**ARTICLE VIII: YEAR**

1. The fiscal year of the Authority shall begin on the first day of July in each year and end on the last day of June the next calendar year.

**ARTICLE IX: SEAL**

1. Members of the Authority shall provide a corporate seal, which shall have inscribed thereon the name of the Authority.

**ARTICLE X: WAIVER OF NOTICE**

1. When any notice is required to be given under the provisions of the Virginia statute or under the provisions of the articles of incorporation, or under the provisions of these bylaws, a waiver thereof in writing signed by the member or members entitled to such notice, either before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI: AMENDMENT TO BYLAWS**

1. These Bylaws may be altered, amended, repealed and new Bylaws may be adopted by a majority of the members at any regular meeting or at any special meeting, provided that written notice of



## BYLAWS

the proposed changes have been provided to the members in advance with the regular notice of the meeting.

### ARTICLE XII: REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on December 18, 2013.
- B. This policy was modified with the following amendments:
  - 1. Approved July 23, 2013, effective July 24, 2013:
    - a. Article II 1.a was modified to change the meeting date from the fourth Tuesday to the third Tuesday of each month.
  - 2. Approved August 23, 2016, effective August 24, 2016:
    - a. Article III 1. was modified to provide information on meeting cancellations.
  - 3. Approved January 21, 2020, effective January 22, 2020:
    - a. Article VI 2. was modified to allow any board member to sign checks, and to allow the Assistant Executive Director or the Executive Director to be the second signatory for checks, in the absence of the Treasurer.
  - 4. Approved February 18, 2020, effective February 19, 2020:
    - a. Article V.1. was modified to allow more than two members assigned to a committee.
  - 5. Approved April 21, 2020, effective immediately on April 21, 2020:
    - a. Article II.5. was added to allow for remote electronic participation.
  - 6. Approved April 20, 2021, effective on April 21, 2021:
    - a. Article II.5.d.iii was modified to follow the state code.
    - b. Article III.4. was modified to clarify the mileage reimbursement.
  - 7. Approved April 18, 2023, effective on July 1, 2023:
    - a. Article III.4.b was modified to change the rate of board compensation.

## FREEDOM OF INFORMATION ACT

### Section 1. PURPOSE

The Bedford Regional Water Authority (“Authority”) takes pride in operating with integrity and transparency; to that end, it recognizes the importance of providing valuable and pertinent information to its customers and to the community.

### Section 2. POLICY

- A. The Authority complies with the requirements of Chapter [§ 2.2-3704](#) of the Code of Virginia, otherwise known as the Virginia Freedom of Information Act (“FOIA”).
- B. In compliance with [§ 2.2-3704.2](#), the Authority has the following people designated as FOIA officers:
  - 1. Executive Director: For information related to the governance of the Authority, including staff and the Board of Directors.
  - 2. Deputy Director: For information related to the design, operations, and maintenance of the Authority’s systems.
  - 3. Director of Finance: For information related to the financial aspects of the Authority, including the budget, revenues, and expenditures.

Any of the FOIA officers may respond, or ensure a response, to any request made for any records maintained by the Authority. The contact information for all of these position is as follows:

- a. Phone: 540-586-7679
- b. Email: [admin@brwa.com](mailto:admin@brwa.com)
- c. Mail: 1723 Falling Creek Road / Bedford, VA 24523

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Executive Director on July 1, 2016.
- B. This policy was modified with the following amendments:
  - 1. Approved September 27, 2022, effective September 27, 2022:
    - a. Policy revised updating titles.

## GOVERNING PRINCIPLES

### Section 1. PURPOSE

The guiding principles of Bedford Regional Water Authority (“Authority”) define the basic function and essence of the organization. The MISSION STATEMENT defines what the Authority is, what it does, and who it serves; the VISION STATEMENT is a guiding image of the Authority’s desired future; the VALUES describe what is important to the Authority and describes its culture.

### Section 2. MISSION STATEMENT

To provide high quality water and wastewater services to the community.

### Section 3. VISION

Clean Water. Healthy Environment. Thriving Community.

### Section 4. VALUES

Collaboration

Adaptability

Results

Enthusiasm

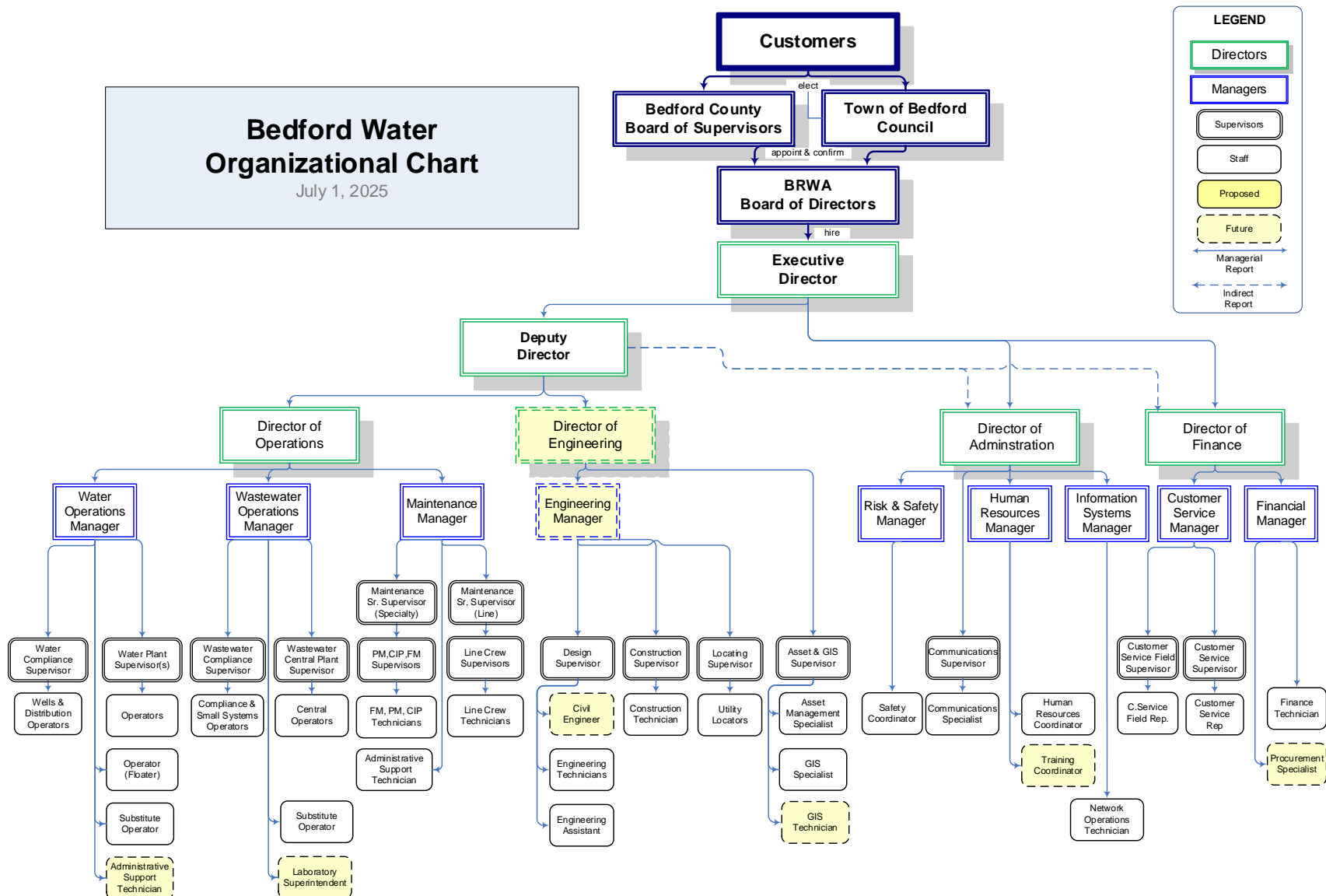
### Section 5. CORE VALUE

Providing Quality Service to Everyone

### Section 6. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on December 18, 2012, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved February 20, 2024, effective February 21, 2024:
    - a. The mission, vision, and values were changed as part of the 2024-2028 strategic planning process.

## ORGANIZATION CHART



## **CHAPTER 2**

### **CUSTOMERS**

## RATES

### Section 1. PURPOSE

**A complete description of the rates can be found in the Rate Information Policy 2.01.**

The policy is to document the current rates of the Bedford Regional Water Authority (“Authority”). When the Authority was established, it was agreed that the rates would be equalized over a ten (10) year period. By July 1, 2023 it is the intention of the Authority that customers in the Town of Bedford and the County of Bedford will have the same rates.

**Section 2. FIXED CHARGES AND COMMODITY CHARGES:** These charges are for existing customers.

#### Volume Charges:

Volume Charges are rates per 1,000 gallons.

Customer Type	Water	Sewer
Residential & Commercial	\$6.50	\$8.50
Industrial	\$5.75	\$7.75
Bulk Filling	\$12.00	n/a

#### Base Charges:

Base Charges are per month.

Meter Size	Water	Sewer
5/8"	\$29.00	\$29.00
3/4"	\$41.00	\$41.00
1"	\$67.00	\$67.00
1-1/2"	\$116.00	\$116.00
2"	\$186.00	\$186.00
3"	\$348.00	\$348.00
4"	\$580.00	\$580.00
6"	\$1,160.00	\$1,160.00
8"	\$1,885.00	\$1,885.00
10"	\$3,190.00	\$3,190.00
Cedar Rock 5/8"	\$29.00	\$72.00
Paradise Point 5/8"	\$41.00	n/a
Mariners 5/8"	\$29.00	\$37.00
Mariners 1"	\$67.00	\$85.00

## RATES

### Section 3. NEW CUSTOMER FEES:

These charges are primarily for new customers. For meter sizes large than 2-inch, please contact the Authority.

Customer Type or Meter Size	All Service Areas	
	Water	Sewer
<b>Deposits – See Deposit Policy</b>		
Residential	\$125	\$125
Non-Residential	\$425	\$425
<b>Capital Recovery Fees – See Rate Information Policy</b>		
5/8"	\$5,000	\$5,900
3/4"	\$7,000	\$9,000
1"	\$12,000	\$14,000
1-1/2"	\$20,000	\$24,000
2"	\$32,000	\$38,000
3"	\$60,000	\$71,000
4"	\$100,000	\$118,000
6"	\$200,000	\$236,000
8"	\$346,000	\$384,000
<b>Tap Fees – See Rate Information Policy</b>		
5/8" w & 4" s	\$1,600	\$2,500
3/4" w & 4" s	\$1,800	\$2,500
1" w & 6" s	\$2,000	\$2,700
<b>Meter Fees – See Rate Information Policy</b>		
5/8"	\$275	
3/4"	\$425	
1"	\$450	

## RATES

### Section 4. OTHER RATES AND CHARGES

Please see the Rate Information Policy 2.01 for a complete description of the following rates and charges.

Credit Card Payment Convenience Fee (per transaction)	\$3
Fire Suppression Service Fee (per month)	\$100
Application Fee	\$25
Late Payment Charges (Penalties based on balance)	10%
Septage Treatment (per 1000 gallons)	\$60
Leachate Treatment (per 1000 gallons)	\$17
Wastewater Pretreatment Permit	\$100
Unauthorized Connection and Tampering Fee – First Occurrence	\$1,000
Unauthorized Connection and Tampering Fee – Second Occurrence	\$1,500
Unauthorized Connection and Tampering Fee – Third Occurrence	\$2,500
Processing Fee	\$50
Repeat Service Fee (Meter re-read, multiple trips for meter install)	\$20
Meter Test Fee (no charge if defective meter is found)	\$50
Returned Check Fee (insufficient funds)	\$35
Small Grinder Pump - Maintenance Fee (per month)	\$35
Project Fee – Tier 1 (Neighborhood Line Extensions)	\$3,500
Project Fee – Tier 2 (Neighborhood Line Extensions)	\$5,000
Project Fee – Tier 3 (Neighborhood Line Extensions)	\$6,500



## RATES

### Section 5. ENGINEERING SERVICE CHARGES:

These charges are primarily for developers, engineers, and contractors. Please see the Rate Information Policy 2.01 for a complete description of the following rates and charges.

Base Project Review Fee (per submittal)	\$400.00
Plan Review Fee – Water (per linear foot)	\$2.60
Plan Review Fee – Sewer (per linear foot)	\$3.20
Extended Plan Review Fee (per submittal)	\$200.00
Inspection Fee – Water (per linear foot)	\$1.85
Inspection Fee – Sewer (per linear foot)	\$2.90
After Hours and Weekend Inspections (per event)	\$250.00
Small Grinder Pump Station Review and Inspection (per unit)	\$300.00
Small Grinder Pump Station Reinstatement Fee (per unit)	\$500.00
Large Pump Station Review and Inspection (per unit)	\$2,000.00
Fire flow vault review & inspection (per vault)	\$1,000.00
Fire flow test (per test)	\$75.00

### Section 6. REVISIONS

- A. This policy was approved by the Board after conducting a public hearing on May 19, 2015, effective July 1, 2015.
- B. This policy was approved by the Board after conducting a public hearing on May 17, 2016, effective July 1, 2016.
- C. This policy was approved by the Board after conducting a public hearing on April 20, 2017, effective for usage beginning on May 1, 2017, with bills processed after June 30, 2017.
- D. This policy was approved by the Board after conducting a public hearing on May 15, 2018, effective for usage beginning on June 1, 2018, with bills processed after June 30, 2018.
- E. This policy was approved by the Board after conducting a public hearing on May 21, 2019, effective for usage beginning on June 1, 2019, with bills processed after June 30, 2019.
- F. This policy was approved by the Board after conducting a public rate hearing on April 21, 2020, effective for usage beginning on July 1, 2020.
- G. This policy was approved by the Board after conducting a public rate hearing on April 20, 2021, effective for usage beginning on June 1, 2021.
- H. This policy was approved by the Board after conducting a public rate hearing on April 19, 2022, effective for usage beginning on June 1, 2022.
- I. This policy was approved by the Board after conducting a public rate hearing on May 16, 2023, effective for usage beginning on June 1, 2023.
- J. This policy was approved by the Board after conducting a public rate hearing on May 21, 2024, effective for usage beginning on June 1, 2024.

## RATE INFORMATION

### Section 1. PURPOSE

The purpose of this policy to explain how the Bedford Regional Water Authority (“Authority”) implements the adopted Rates policy and to provide explanation for each of the items contained in the Rates policy 2.00.

### Section 2. GENERAL

- A. The rates adopted by the Authority will be in accordance with [§ 15.2-5136](#) of the Code of Virginia, as amended.
- B. Per the consolidation agreement that formed the Authority, it is intended that the rates will be equalized between all of the service areas by July 1, 2023 (“equalization period”).
- A. Rates may be adopted at any time during the year, upon the conclusion of the requisite advertisement period and upon the conclusion of a rate hearing. The rate changes may be implemented on any billing statement after the rate hearing, including usage that takes place prior to the date of the billing statement.

### Section 3. EXISTING CUSTOMER FEES

- A. Volume Charge: Customers are charged for their water and/or sewer flow volume depending upon the classification of each user and based upon each gallon of their metered water flow. The classification definitions are as follows:
  - 1. Residential & Commercial: This rate is used for all customers using less than four hundred thousand (400,000) gallons per month. This designation applies to, but is not limited to, single family homes, apartments, townhomes, condominiums, businesses, motels, hotels, or other temporary housing facilities.
  - 2. Industrial: Non-Residential customers with the annual average monthly flow volume per parcel being greater than four hundred thousand (400,000) gallons per month are billed at this rate.
  - 3. Bulk fill: When water is sold to customers through water filling stations, where waterlines are not adjacent to or nearby the customer’s property, this rate applies. Additional information is available in Policy 2.71 - Filling Station
- B. Base Charge: All active accounts are charged a base charge for each service (water, sewer, and irrigation) provided. This charge is to cover the routine administrative and overhead costs associated with providing water and/or sewer service and is not related to the volume of water or sewer service provided. The Base Charge applies to each meter that provides service to a customer; multiple meters will have multiple Base Charges. When service is initiated for a new account, or when service is terminated, the Base Charge is prorated for partial month’s service; the proration is based on the number of days in which the account was active by the customer being billed.
  - 1. Standard Meters: the amount of the Base Charge is based on the size of the meter.
  - 2. Compound Meters: the amount of the Base Charge is based on the largest side of the compound meter.

## RATE INFORMATION

3. Large Compound Meter Assembly (“LCMA”): The methodology for Base Charges for Large Compound Meter Assemblies can be found in Section 5 of this policy.
4. Fire Flow Meters (“FFM”): the amount of the water Base Charge is based on the size of the meter. No sewer base charge will be charged for FFM’s due to the fact that none of the water that flows through the FFM should be able to make it to the Authority’s public sewer system.

**Section 4. CONNECTION CHARGES**

- A. Deposit: Each new customer shall maintain a security deposit for each service provided by the Authority and a signed deposit form must be on file. Deposits are maintained as stated in the Deposits policy.
- B. Capital Recovery Fees: Capital Recovery Fees are charged by the Authority to help offset the capital costs and debt service incurred by the Authority to build and maintain capacity in the entire water and/or sewer systems such that it is possible to serve the customer’s actual and/or potential future demands. Capital Recovery Fees are charged based on the size of the water meter.
  1. New Connections: All new connections to the Authority’s water and/or sewer systems will require the payment of Capital Recovery Fees before obtaining a building permit from Bedford County or the Town of Bedford.
  2. Upgrade of Existing Connections: When existing customers have increased flow demands that require an existing meter be removed and replaced with a larger meter, or expanded with an additional meter, the Capital Recovery Fee will be charged based on the difference between the current Capital Recovery Fee for the existing meter size and the current Capital Recovery Fee for the new meter size that is being installed.
  3. Large Compound Meter Assemblies: The methodology for Capital Recovery Fees for Large Compound Meter Assemblies can be found in Section 5 of this policy.
  4. Fire Flow Connections: When fire suppression is needed, and solid state ultrasonic meters are able to provide the flow needed to meet the fire flow demands, the following methodology will be used:
    - a. A dedicated Fire Flow Meter (FFM) must be used for the fire flow demand.
      - i. The FFM should not have any domestic demand flow through it, and the meter should be used for the sole purpose of providing fire suppression flow.
      - ii. The FFM may be regularly used no more than once per year, and this use is only to test the fire suppression system.
      - iii. No capital recovery fee will be charged for this dedicated FFM.
    - b. A standard meter must be installed separately from the fire flow meter to provide all other water flow to the customer.
      - i. All water flows, other than fire related flows that pass through the FFM, must pass through the standard meter.
      - ii. The minimum size for the standard meter serving a facility with an FFM shall be 1 inch in size.
      - iii. The capital recovery fee(s) will be based on the size of the standard meter.

### RATE INFORMATION

- C. Tap Fee: This fee is to make the physical connection to the Authority's system(s); it includes the installation of the water service line or sewer lateral to the customer's property line, the meter box or cleanout, and all related appurtenances to make service available for use by the customer.
2. The Tap Fees charged are based on the following:
- Fixed cost: The fixed cost Tap Fees are for standard small water meters and/or small gravity sewer laterals, either of which are 100-feet in pipe length or less; they are based on the meter size for water connection and lateral size for gravity sewer connections according to the current Rates policy. The fixed cost fee includes all costs associated with making the connections, and will be charged to the customer for the following connections:
    - New water services for water meters sized 1-inch and smaller; or,
    - Relocation of an existing meter setting requested by customer. The relocation may be due to an unrepairable leak, a change of grade, or any other request made by the customer to move the meter to a different location; or,
    - New gravity sewer services that are 6-inch and smaller on the same side of the road as the sewer main.
    - Installations of sewer clean-outs on existing sewer services at the request of the customer.
  - Actual cost: The actual cost incurred by the Authority for making a connection to the public system will be charged to the customer at the current billing rates for labor and equipment, and the actual cost of the materials, supplies, and any contracted services used for the installation (not at a fixed cost). The actual costs are charged in the following situations:
    - Any water meter larger than 1-inch; or,
    - Any gravity sewer lateral that is larger than 6-inches; or,
    - Any gravity sewer lateral connection that requires crossing a road; or,
    - Any connection that involves connecting the service line to a water line or sewer line that is under a paved road, thus requiring paving repairs; or,
    - Any other situation that is not specifically listed under fixed cost as stated herein.
3. Tap Fees are not charged if the water meter base assemblies and/or sewer lateral connections are installed to the property line by the developer as part of a new development.
4. Water meter base assemblies that are two-inches and smaller may be installed by the Authority. Larger installations may be designed and installed by the customer and their qualified contractor as approved by the Authority and under the direct supervision of the Authority.

### Section 5. LARGE COMPOUND METER ASSEMBLIES ("LCMA")

- A. Base Charge: The Base Charges for LCMA will be charged as follows:
- Routine use of Large Side of LCMA:
    - Large Base Water and Large Base Sewer: The amount of the Base Charge for both water and sewer will be based on the larger side of the LCMA if water flows through the large side of the meter for any purposes other than fire suppression events or Authority approved testing of the fire protection system.
  - Infrequent use of Large Side of LCMA:

**RATE INFORMATION**

- a. Large Base Water, Small Base Sewer: The amount of the Base Charge for water will be on the larger side of the LCMA and sewer will be smaller side of the LCMA when:
    - i. water only flows through the large side of the LCMA during fire suppression events or Authority approved testing of the fire protection system; and,
    - ii. A Fire Suppression Service Charge is NOT billed to the account.
  - b. Small Base Water, Small Base Sewer: The amount of the Base Charge for both water and sewer will be based on the smaller side of the LCMA when:
    - i. the Capital Recovery Fee for water was paid based on the large side of the LCMA; and,
    - ii. water only flows through the large side of the LCMA during fire suppression events or Authority approved testing of the fire protection system; and,
    - iii. a Fire Suppression Service Charge is billed to the account.
  - c. Small Base Water: The amount of the Base Charge for water will be based on the smaller side of the LCMA when:
    - i. No sewer service can be provided from water that flows through the LCMA; and,
    - ii. A grandfathered unmetered straight-pipe fire line or detector check meter is upgraded to have a LCMA installed on the fire line for fire suppression only; and,
    - iii. water only flows through the large side of the LCMA during fire suppression events or Authority approved testing of the fire protection system; and,
    - iv. a Fire Suppression Service Charge is billed to the account.
- B. Capital Recovery Fees:**
1. New service: A new LCMA will be required to be installed and paid for by the customer when a building permit is issued for the construction of a new building requiring fire suppression. The Capital Recovery Fees for the new LCMA will be determined as follows:
    - a. Large Water, Large Sewer: The Capital Recovery Fee for water and sewer will be based on the largest meter side of the LMCA if the calculations provided to the Authority indicate that build-out of the development will cause water to routinely flow through the larger side of the meter.
    - b. Small Water, Small Sewer: The Capital Recovery Fee for water and sewer will be based on the smaller meter side of the LMCA when the purpose of the larger side of the LCMA is only to provide fire protection to the facility and regular usage will only flow through the small portion of the meter assembly. A Fire Suppression Service Charge, as explained in this policy, will be charged to the account in this situation. If the Capital Recovery Fee is paid based on the small meter side of the LCMA, and then it is found later that the larger meter side of the LCMA is being used for anything other than the documented testing of the fire protection system, then the difference between the Capital Recovery Fee charge for the small meter and the large meter may be charged to the customer.
  2. Existing fire lines: A new LCMA will be required to be installed and paid for by the customer when a building permit is issued for the expansion and/or renovation an existing building. The Capital Recovery Fees for the new LCMA will be determined as follows:
    - a. Unmetered: When the existing building was previously served with an unmetered straight-pipe fire line, no Capital Recovery Fee will be charged for this new meter being installed.
    - b. Upgrade of Existing Connections:

**RATE INFORMATION**

- i. Under-metered: When the existing building was previously served with a double check, detector check, or other type of under-metered fire line and the new LCMA will serve both domestic usage and fire protection, the Capital Recovery Fee will be charged based on the difference between the current Capital Recovery Fee for the existing domestic meter size and the current Capital Recovery Fee for the small meter side of the new LCMA that is being installed.
  - ii. Increased Demand: When existing customers have increased flow demands that require an existing meter be removed and replaced with a larger meter, or expanded with an additional meter, the Capital Recovery Fee will be charged based on the difference between the current Capital Recovery Fee for the small side of the existing fire flow meter and the current Capital Recovery Fee for the small side of the new fire assembly meter size that is being installed.
- C. Sunset of Base Charges: The Authority has determined that it takes approximately twenty-five (25) years to collect the same amount of payments from the Base Charges based on the large meter side of the Large Compound Meter Assembly ("LCMA") as would have been collected up-front by charging the Capital Recovery Fee on the large meter side of the LCMA. When the Capital Recovery Fee is charged on the smaller side of the meter and base charge(s) for the LCMA is/are charged on the larger side of the meter assembly, the base charge may be reduced to being charged on the smaller side of the meter as follows:
  1. Routine use of Large Side of LCMA: Customer accounts having routine usage on the large meter for at least two billing periods per year will not be eligible for this sunset provision.
  2. Infrequent use of Large Side of LCMA: The base charge may be modified to be based on the small side of the meter:
    - a. After three hundred (300) months of the Authority collecting the base charges based on the rate for the large meter side of the LCMA; and,
    - b. After the customer notifies the Authority that a reduction of the base charge is requested;
      - i. The Authority will not contact the customer to notify of the eligibility coming due on this sunset provision.
      - ii. The customer must provide the Authority with proof that the base charge has been paid at the larger meter size rate for the period stated above.
    - c. The change in the future base charges will be made only after the conditions above have been met. The change in the base charge will not be retroactive; the Base Charge change will only be made for future billing statements.

**Section 6. OTHER CHARGES AND FEES**

- A. Credit Card Convenience Fee: This fee will be charged to customers by the third-party vendor for each transaction that is paid by debit or credit card, and checking.
- B. Fire Suppression Service Charge: This fee is charged to customers that have the capability to directly receive large volumes of water from the Authority for fire suppression capability. No more than one Fire Suppression Service Charge will apply to any given account. The Charge is assessed as follows:
  1. Metered:



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**RATE INFORMATION**

- a. If the Base Charge is billed for a meter 4-inches or larger in the fire meter assembly, then no Fire Suppression Service Charge will be billed.
    - b. If the Base Charge is billed on the smaller meter in a fire meter assembly, then a Fire Suppression Service Charge will be billed to the account.
  2. Unmetered: When fire suppression service is provided through an unmetered fire line connection, a Fire Suppression Service Charge will be billed. This may apply to grandfathered connections that are no longer approved for new construction, such as detector checks or direct connections. The fee will be assessed in this situation as follows:
    - a. Single Customer: If the water connection providing the fire suppression service to the same space that is served by one or more domestic service water meter(s) that are all billed to the same customer, then the customer will be charged a single Fire Suppression Service Charge.
    - b. If the water connection providing the fire suppression capability provides service to multiple water customers, then the Fire Suppression Service Charge will be divided equally between each of the customers that benefit from the fire suppression service.
- C. Application Fee: All new accounts are charged an Application Fee at the time the account is opened. The fee is charged for each service (water/sewer) provided.
- D. Meter Fee:
  1. All new connections are charged a Meter Fee. This fee covers the costs of the water meter that is installed inside the meter box. All meters are to be provided by, or approved by, the Authority.
    - a. For meters 1-inch and less, the charge will be the current Meter Fee, according to the Rates policy.
    - b. For meters larger than 1-inch, the charge will be based on the actual cost of the meter at the time the account is opened.
- E. Late Payment Charges: The Authority will assess a Late Payment Charge on all accounts when the payment is not received within 30 days of the billing date noted. Late Payment Charges are assessed and reflected on the next billing statement. If payment is not received 30 days after the original due date, water service will be discontinued.
- F. Septage Treatment: The Authority may provide treatment for the waste from septic tanks that have been pumped out by reputable sewage haulers; this treatment will be provided at the Septage Treatment Rate. Septage haulers must have an account setup with the Authority and follow the current procedures that are documented in the Septage policy.
- G. Leachate Treatment: The Authority may provide treatment for the leachate waste transferred to the Authority from landfill operations; the transfer can take place from direct piping or from truck hauled waste, and it will be billed at the Leachate Treatment rate. An account will be setup by the Authority, and billing will take place as stated in this policy.
- H. Wastewater Pretreatment Permit Fee: This fee will be charged for the issuance of new wastewater pretreatment permits in accordance with the Authority's Fats, Oils, and Grease policy and

### RATE INFORMATION

program. The permit shall be valid for a period of 3 years. The permit fee also applies to the renewal of expiring permits.

**I. Unauthorized Connection and Tampering Fee:**

1. This fee will be charged, at the discretion of the Authority, where an Unauthorized Connection has been made as follows:
  - a. A customer has turned on a water meter to restore water service after the service was disconnected by the Authority.
  - b. A customer, or any entity other than the Authority, has obtained access to water and/or sewer service prior to all applicable fees and/or charges being paid and without written authorization from the Authority.
  - c. A connection is in violation of the Cross Connections Regulations and/or policies.
  - d. A connection is in violation of the Pretreatment Regulations and/or policies.
2. This fee will be charged, at the discretion of the Authority, where tampering has been found as follows:
  - a. The addition, removal, or modification of any water or sewer facilities owned by the Authority without prior written consent by the Authority.
  - b. The modification of the grade in an easement owned or maintained by the Authority without prior written consent of the Authority.
  - c. The installation of prohibited items inside Authority easements such as structures, trees, or other prohibited items without prior written consent of the Authority.
3. This fee will be charged in a tiered manner, with the fee increasing with each subsequent occurrence taking place in the Authority's service area. The occurrence is not based per parcel or location, but rather for the numbers of times that the occurrence happens system-wide. If there are no occurrences assessed within a five year period, the fee will start at a first occurrence. This fee is charged as follows:
  - a. First Occurrence: The first time that the Authority assesses the Unauthorized Connection and/or Tampering, within a five (5) year period of time, the first tier of this fee will be charged.
  - b. Second Occurrence: The second time that the Authority assesses the Unauthorized Connection and/or Tampering, the second tier will be charged.
  - c. Third and Subsequent Occurrence(s): For the third and subsequent occurrences that the Authority assesses the Unauthorized Connection and/or Tampering, the third tier will be charged. After five (5) years of not having any of these fees assessed, the tier will drop back down to the first occurrence tier.

**J. Processing Fee: This fee is charged in the following cases:**

1. If a customer has not paid the outstanding balance on an account by the disconnect date, nor have they contacted the Authority to make arrangements to have the balance paid, the water service will be disconnected and this fee will be applied to the account. Before service is restored, all account charges must be received by the Authority; this includes the outstanding balance due, all Late Payment Charges, and the Processing Fee. Authority personnel will not collect unpaid funds from customers at the service location.
2. If a meter is removed due to an account being inactive. Accounts may be determined inactive if any of the following conditions apply:
  - a. No usage on the meter for more than 12 consecutive months.



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**RATE INFORMATION**

- b. The structure being served by the meter having been demolished and/or removed.
  - c. The premise served by the meter having been condemned or determined inhabitable.
- K. **Repeat Service Fee:** A Repeat Service Fee is assessed when the Authority's staff must make additional trips to install a new meter and turn on the water service because the connections to the Authority meter base have not been made or have been improperly installed or for multiple trips to a customer's premise to re-read a water meter per the customer's request.
- L. **Meter Test Fee:** When a customer requests the Authority to test a meter and the meter accuracy is within  $\pm 5\%$  accuracy, a Meter Test Fee will be charged.
- M. **Insufficient Payment Fee:** There will be a charge assessed for each check returned, credit card that is charged back, or other returned payment by the financial institution. If the financial institution should charge the Authority more than this Insufficient Payment Fee, according to the Rates policy, then the amount assessed will be the actual charge to the Authority by the financial institution.
- N. **Small Grinder Pump Maintenance Fee:** In accordance with the Small Grinder Pump Agreement, customers that use a small grinder pump to connect to the Authority's sewer system have the option of contracting with the Authority to maintain their pumps. All users that accept the agreement will be responsible for paying this fee.
- O. **Project Fee:** As defined in the Authority's Neighborhood Line Extension policy, there will be a charge per lot assessed for each lot if the requisite terms and conditions of the policy are met for a water line or low pressure sewer system extension. The fees are tiered, based on the length of property that fronts the water or low pressure sewer line. If the frontage is 100 feet or less the fees is a tier 1 fee, if the frontage is more than 100 feet but less than 200 feet the project fee would be a tier 2 fee, and if the frontage is 200 feet or more the fee would be a tier 3 fee. The length of the frontage will be determined by the recorded plat or deed for the property in question. If more than one side of the property adjoins the proposed pipeline, the greater of the sides will be used to determine the frontage. The fee for a gravity sewer line extension shall be determined at the time of neighborhood interest.

**Section 7. ENGINEERING SERVICE CHARGES**

- A. **Base Project Review Fee:** This fee is charged for the initial submittal of any design plans or site plans requiring the Authority's review and approval, and for site plans involving multifamily development or the development of three or more parcels within the Authority's service area.
- B. **Plan Review Fee - Water:** This fee is charged for reviewing proposed water design plans. The fee is charged per foot, based on the horizontal length shown on the design plans, for waterlines 3-inches in diameter and greater. This fee is to cover the administrative expenses related to development projects.

### RATE INFORMATION

- C. Plan Review Fee - Sewer: This fee is charged for reviewing proposed sewer design plans. The fee is charged per foot, based on the horizontal length shown on the design plans; service laterals are excluded. This fee is to cover the administrative expenses related to development projects.
- D. Extended Plan Review: If more than two (2) submittal reviews are necessary for a project, this fee is assessed on the third (3rd) submittal and for each subsequent submittal thereafter. This applies to preliminary plans, master plans, site plans, plats, design plans, shop drawing submittals, as-built drawings, or any other item submitted for Authority approval. This fee is to cover the administrative expenses related to development projects, above and beyond the regular plan review fee(s).
- E. Inspection Fee - Water: This fee is charged for inspecting the construction of the water related facilities of a project. The fee is charged per foot, based on the horizontal length shown on the design plans, for waterline 3-inches in diameter and greater.
- F. Inspection Fee - Sewer: This fee is charged for inspecting the construction of the sewer (gravity and pressure) related facilities of a project. The fee is charged per foot, based on the horizontal length shown on the design plans.
- G. After Hours and Weekend Inspections: This fee is charged if project inspection is needed after the Authority's normal business working hours or on weekends. Agreement by the Authority is required prior to scheduling or approving any after-hours inspection work.
- H. Small Grinder Pump Station Review and Inspection: This fee is charged for the review of submittals for small grinder pumps and appurtenances, the inspection of the installation of the pump station and appurtenances, and/or the startup of the pump station when the user executes the agreement in accordance with the Authority's Small Grinder Pump Agreement policy.
- I. Small Grinder Pump Station Reinstatement Fee: This fee is charged for the inspection of existing small grinder pump stations to verify applicability for Small Grinder Pump Maintenance per the Authority's Small Grinder Pump Agreement policy.
- J. Large Pump Station Review and Inspection: This fee is charged for the review of design plans submitted for pump stations that must meet the requirements shown in the Wastewater Lift Station Requirements policy.
- K. Fire Flow Vault Review and Inspections: This fee is charged for reviewing proposed construction plans for a Fire Flow Meter Vault and for the inspection related to the installation. This fee is to cover the administrative expenses related to development projects. This charge may be waived for Fire Flow Meter Vaults that are installed on unmetered fire service water lines.
- L. Fire Flow Test: When a Fire Flow Test is requested to obtain fire flow availability for a specific area or from a specific hydrant, this fee is charged. This fee includes all labor, part, materials, and the cost of the water used to perform the test.

### Section 8. REVISIONS

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**RATE INFORMATION**

- A. This policy was originally approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. Changes to the policy were made as follows:
  - 1. Approved June 19, 2018, effective July 1, 2018:
    - a. Changes were made throughout the policy to reflect the change from Facility Fee to Capital Recovery Fee; from Commodity Charge to Volume Charge; from Connection Fee to Tap Fee.
    - b. Section 4.C. was modified to include long road crossing services as fixed cost Tap Fees.
    - c. Section 5. was modified for clarity, for changes to the fire suppression charges, and to reflect the monthly billing change.
  - 2. Approved September 18, 2018, effective September 19, 2018:
    - a. Changes were made to Section 3.B.3 to clarify how the Base Charges are calculated for fire flow meter assemblies.
  - 3. Approved May 18, 2021, effective June 1, 2021:
    - a. Section 4.C.2 was added to include tap fees for relocating a meter service.
    - b. Section 3.A.4 was added for bulk filling.
  - 4. Approved October 18, 2022, effective October 19, 2022:
    - a. Information related to Fire Meter Assemblies was clarified and moved to create a new Section 5.
  - 5. Approved May 16, 2023, effective June 1, 2023:
    - a. Fire Meter Assemblies renamed as Large Compound Meter Assemblies throughout.
    - b. Section 4.C.1 was revised to include cleanouts on existing lines.
    - c. Section 5.C was added to provide a sunset of base charges on large compound meter assemblies.
    - d. Section 6.G.3 was added for tiered fee structure of Unauthorized Connection and Tampering Fees.
    - e. Section 7 was modified to include Small Grinder Pump Reinstatement Fee.
  - 6. Approved May 21, 2024, effective June 1, 2024:
    - a. Section 3 and Section 4 were modified to provide the governance for the use of solid state ultrasonic meters for fire flow meters.
    - b. Section 6 was modified to include septage treatment and leachate treatment.

## NEW CUSTOMER REQUIREMENTS

### Section 1. PURPOSE

The purpose of this policy is to state the requirements that the Bedford Regional Water Authority (“Authority”) has for its customers and identify what service the customers can expect to receive from the Authority.

### Section 2. NEW CONNECTIONS

- A. When a customer will be connecting to the Authority’s water and/or sewer system, the following will be necessary before a service will be initiated:
  1. The customer must contact the Authority to complete application for service..
  2. All account fees, deposits, and applicable connection fees must be paid in full before water and/or service is initiated by the Authority.
  3. Water:
    - a. For a permanent water connection, either of the following must be constructed:
      - i. A frost proof yard hydrant for use as a temporary service. This must be connected to the customer’s side of the meter yoke’s “pig tail” before a meter will be installed.
      - ii. It is the customer’s responsibility to have a permanent line run to the structure with a connection to the meter yoke’s “pig tail” and the shut off valve that is located in or near the structure should be turned off.
    - b. For fill station customers, please refer to the requirements outlined in the Filling Station policy.
  4. Sewer:
    - a. For a gravity sewer connection, it is the customer’s responsibility to have the sewer lateral connected to the Authority’s cleanout before any service (water or sewer) is provided to the property.
    - b. For pressurized sewer connection, the small grinder pump must be inspected, then installed and working before permanent water service is installed. See Small Grinder Pump information packet for details pertaining to small grinder pumps.
    - c. For septage customers, please refer to the requirements outlined in the Septage policy.
- B. Customer must contact the Bedford County or Town Building Inspection Department to get all necessary permits and approvals.
- C. After the above has been completed, the Authority must be called at least one (1) full working business day prior to the installation of the water meter and/or the start of providing any service.
- D. The Authority recommends that all new water customers install a pressure reducing valve on their service lines, whether constructing a new structure or connecting an existing structure to the Authority’s system. While the pressure at time of construction may be acceptable, future conditions can change the water pressure at the water meter.
- E. State law requires that all customers place a locatable marking wire in the trench with the waterline and/or sewer line between the structure and the point of contact with the Authority’s

### NEW CUSTOMER REQUIREMENTS

point of connection and ownership. This locating wire will help in locating nonmetallic pipes installed underground through the use of radio detection equipment.

### Section 3. WELL DISCONNECTIONS

- A. In addition to the requirement outlined above, if an individual has a connection to a well system and wants to become a customer of the Authority, the following steps must be taken before service can be obtained:
  - 1. Customer must pay all applicable fees to the Authority.
  - 2. Customer must then contact the Bedford County Building Inspection Division to get all necessary permits and approvals.
  - 3. All connections from the well must be physically disconnected from any lines that will be capable of having public water. This disconnection must be inspected by the Authority and County before the water meter will be installed.

### Section 4. METER ACCESSIBILITY

- A. The primary purpose of the accessibility for meter boxes is to ensure the Authority can safely and efficiently access the meters for maintenance, repair, and reading purposes.
  - 1. Meter boxes must be located in a visible and unobstructed area, with clear pathways leading to the box.
  - 2. Meter boxes must be free of any debris, vegetation, mulch, animals, or other obstructions that may impede access.
  - 3. The customer is responsible for maintaining the accessibility of the meter box and may be subject to penalties if they fail to comply with the policy. Refer to the Tampering and Unauthorized use Section 2. Tampering A and B.

### Section 5. REVISIONS

- A. This policy was approved by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - a. Approved May 21, 2024, effective June 1, 2024
    - i. Clarified various sections of the policy and added Section 4 for Meter Accessibility.

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**BILLING AND PAYMENTS****Section 1. PURPOSE**

The purpose of this policy is to state the billing, collections, and disconnection practices that the Bedford Regional Water Authority (“Authority”) has for its customers. This policy establishes a consistent set of collection procedures that are fair and equitable to all of the Authority customers, while ensuring that the bills are paid to the Authority by the customers.

**Section 2. BILLING**

- A. The normal billing cycle calls for the meters to be read every month and statements generated for each customer one time per month; special circumstances may require a different reading and/or billing schedule.
- B. Statements will be generated twice a month; statements are generated around the middle of the month for some of the billing cycles, and around the end of the month for the other billing cycles.
- C. Statements may be sent as hard copies by mail service or electronically by email, depending on the stated preference of the customer.
- D. Statements will show the meter readings, usage, and the amounts due.
- E. Sub-Metering Billing is defined in the Sub-Metering Policy 2.73.

**Section 3. PAYMENTS**

- A. Payment Process:
  - 1. The customer is required to pay the amount due, as indicated on the statement, on or before the due date shown on the statement. The Authority does not apply payments to accounts until the funds have actually been received by the Authority. Postmarked dates from payments sent to the Authority, or delays from bill paying agencies, will not be considered when determining if payments have received on time.
  - 2. If payment is received after the due date, Late Payment Charges will be added to the amount due in accordance with the Rate Policy.
  - 3. Failure to receive a statement does not excuse the customer from making the payment, nor does it mean that the Late Payment Charges will be waived; if a statement is not received by the customer, it is their responsibility to contact the Authority to get a duplicate statement issued.
  - 4. If payment is not received in accordance with this policy, service to the customer will be disconnected. The customer will be required to pay the full account balance, which will include a Late Payment Charges and the Processing Fee according to the current adopted Rate policy, before services will be restored.
- B. Past Due:
  - 1. The past due amount will be reflected on the normal billing statements; the billing statements serve as the past due notices, and additional notices will not be sent.

## BILLING AND PAYMENTS

2. Owners that rent or lease properties will be held responsible for any nonpayment by the renter or lessee and a lien may be placed on the property if the tenant fails to pay any fees. Service will be disconnected until payment has been made in full, including the current Processing Fee.
- C. Good Standing:
1. Customers are considered in good standing when:
    - a. Payments have been made on time; and,
    - b. When no late payment charges have been assessed; and,
    - c. When accounts have not been disconnected for non-payment at any time over a period of twelve (12) months.
- D. Waivers:
1. The Late Payment Charges may be waived one time per customer every three (3) years if their account is in good standing. Such a waiver must be requested of the Authority by the customer; it will not be issued automatically. A record of the waiver will be kept and attached to the customer's account.
- E. Collection Agency & Credit Reporting:
1. The Authority uses a collection agency to collect payment from accounts that are not in good standing.
  2. The Authority may report any customers with two (2) or more non-payments to a credit reporting agency.

## Section 4. INSUFFICIENT PAYMENTS

- A. The following guidelines have been developed to provide for a uniform procedure for handling dishonored checks, insufficient funds, reversed electronic payments, closed accounts, stop payments, or other situations where the payment to the Authority was not transacted successfully by the financial institution:
1. The Authority will attempt to notify the customer that the payment was not successfully made to their account. Full payment must be made via cash or money order, including the payment of the insufficient payment fee, to cover the payment that did not previously successfully transact with the financial institution.
  2. After two (2) unsuccessful payments are made on an account, only cash, money order, or credit card payments will be accepted for the next twelve (12) months.
  3. If the customer does not successfully make payment to the Authority, the service will be disconnected without further notice. In order to have service restored, the customer must follow the requirements above, in addition to paying the Processing Fee via cash, money order, or credit card.



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BILLING AND PAYMENTS**Section 5. DISCONNECTION PROCEDURE**

- A. Failure to pay the bill once a past due amount has been created may result in disconnection of service.
- B. The Authority will attempt to leave a door hanger indicating when service has been disconnected. Payments are not accepted in the field from customers at the time of disconnection, nor will Authority field personnel make any payment arrangements with the customers.
- C. The Authority has the right to lock or remove the meter due to nonpayment.
- D. Once the full balance has been paid, including any penalties, Late Fees, and Processing Fees, water service will be restored within one (1) business day.
- E. If disconnected water service is restored without prior authorization from the Authority, the customer may be subject to a tampering fee as indicated in the Rate policy.

**Section 6. DISPUTES, EXTENSIONS, AND PAYMENT ARRANGEMENTS**

- A. If a customer believes there to be an error on the statement, the customer should address any disputed statement with the Authority within 10 days of the billing date. The Authority will investigate the disputed amount and correct any errors and explain to the customer the situation.
- B. Refunds of payments due to inaccurate records or payments made in error or by mistake are limited to a three-year period preceding the discovery of the error or mistake or the life of the account, whichever is the shortest period. The credit will be applied to the customer's account.
- C. When the Authority has been made aware that a customer has been receiving free water and/or sewer service due to inaccurate records, billing for these services will be limited to a three-year period preceding the discovery of the unbilled services.
- D. The Customer Service Manager is authorized to make payment arrangements for customers with extenuating circumstances in order to avoid disconnection; when arrangements are made, full payment will be required but with an altered payment schedule.
- E. If a customer disputes the Customer Service Manager's determination on payment arrangements or any charges, they may appeal the decision and state their objection in writing to the Director of Finance.



## BILLING AND PAYMENTS

**Section 7. REVISIONS**

- A. This policy was approved by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved April 21, 2015, effective July 1, 2015:
    - a. Section 3 was amended to include the definition of Good Standing.
    - b. Section 4 was modified to no longer allow payment arrangement on accounts.
    - c. Section 5 was amended to require guaranteed payment after 2 insufficient fund payments are made
  - 2. Approved August 18, 2015, effective August 19, 2015:
    - a. Reworked the entire policy to make it easier to read. Moved language between the sections for clarity.
    - b. Section 6 was added to discuss disputes and arrangements.
  - 3. Approved February 21, 2017, effective February 22, 2017:
    - a. Section 2 was modified to include more information on Budget Billing and to reference the sub-meter policy.
  - 4. Approved June 19, 2018, effective July 1, 2018:
    - a. The entire policy was changed to reflect the transition from bi-monthly to monthly billing. Additional minor grammatical changes were made throughout the policy.
  - 5. Approved October 18, 2022; effective October 19, 2022
    - a. Section 2.B. was removed as budget billing is no longer offered.
    - b. Section 3.C. was modified to provide clarity for customers in good standing.
    - c. Section 6 was clarified regarding the timeframe to correct billing errors, as well as modifying the positions allowed to review an appeal.
  - 6. Approved May 21, 2024; effective June 1, 2024:
    - a. Section.5.E was added to discuss unauthorized connections

## DEPOSIT

### Section 1. PURPOSE

The purpose of this policy is to state the Bedford Regional Water Authority's ("Authority") policies as they relate to security deposits ("Deposit"). The Deposit rates are set as required by § 15.2-2119 and 15.2-5139 of the Code of Virginia, relating to fees for water and sewer systems.

### Section 2. DEPOSITS

- A. Deposits are required for all new customers that are provided with water and/or sewer service. Each service requires a separate deposit, and they must be paid in full before service will be initiated. Deposits for new customers will not be waived under any circumstance.
- B. Interest is not paid on Deposits.
- C. If a customer applying for a new service has an outstanding balance with the Authority, the previous outstanding balance must be paid in full or have arrangements for payment made with the Authority before any additional Deposits will be accepted.
- D. The Authority determines the Deposit on a regular basis based on no less than three and no more than five months of water and sewer charges. This determination can be based on either of the following methods:
  - 1. The fixed amount of the deposit shown in the Rate Policy, which is based on an average of all of the Authority customers. This fee determination is performed for both residential users and non-residential users, as defined in the Rate Information Policy 2.01.
  - 2. The deposit may be calculated based on the average of 12 months of documented historical usage.
- E. If a customer has been disconnected for non-payment, or a customer is not in good standing with the Authority as defined in the Billing and Payments Policy 2.11, a new Deposit may be required in order to continue service.
- F. For current customers in good standing who will be moving into any of the Authority service areas, the deposit may be transferred to the new account (if not previously refunded). If the deposit has been refunded, a new deposit will not be required.
- G. For previous Authority customers that left the service area in good standing, a deposit will not be required when a new account is opened and they once again become customers of the Authority.

### Section 3. REFUNDS

- A. Refunds are applied to active accounts as a credit; other forms of refund, such as a check, will not be issued to customers that maintain accounts with the Authority.

### DEPOSIT

- B. Customers that own property with accounts in good standing will have the deposit amount credited to their account within two (2) months after the twelve (12) month period of being in good standing.
- C. Deposits for Tenants with accounts in good standing that are directly served by the Authority with billing meters that are owned by the Authority will have the deposit amount credited to their account within two (2) months after a twenty-four (24) month period of being in good standing.
- D. Deposits for Tenants that are served with sub-meters, as defined in the Sub-metering Policy 2.73, will only be refunded after the Authority receives notification that the Tenant has vacated the premises and the account is closed.
- E. For accounts where the customer terminates service and will no longer have an account with the Authority, the deposit is applied to the final bill. Any credit balance left on closed accounts will be mailed to the account holder, within two (2) months from when the account was closed, in the form of a check. Refund checks will only be made to the account holder.

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved September 17, 2013, effective September 18, 2013:
    - a. Section 2.D. was modified to allow for two different ways of determining the deposit.
  - 2. Approved April 21, 2015, effective July 1, 2015:
    - a. Section 2 was modified to allow for collection of deposit when accounts have been disconnected for non-payment
    - b. Section 3 was modified to refund the deposits after twelve months of being in good standing.
  - 3. Approved November 15, 2016, effective December 1, 2016:
    - a. Section 2D was modified to allow the deposit to be required by the Authority based on historical usage calculations
    - b. Section 3 was modified to hold the deposit for sub-meter tenants
  - 4. Approved June 19, 2018, effective July 1, 2018:
    - a. Sections 2.F and 2.G were added to the policy

## CUSTOMER NOTIFICATION

### Section 1. PURPOSE

The purpose of this policy is to state the method and action of notification for the customers of the Bedford Regional Water Authority (“Authority”) in response to leak notifications, emergency events, and planned events in which their water and/or sewer service may be disrupted.

### Section 2. LEAK NOTIFICATIONS

- A. The Authority strives to notify customers of unusual high water usage that may indicate a potential leak. This determination is made based on information such as the following:
  - 1. A meter reading indicating unusual high flow for the past 35 days of the account; or,
  - 2. A meter reading report indicating an intermittent or continuous leak.
- B. The following actions may be taken to assist customers that may have experienced higher consumption:
  - 1. A letter or phone call is generated to the customer indicating the type of potential leak detected;
  - 2. Suggestions may be provided of ways to detect if there is a leak inside or outside of the home;
  - 3. Suggestions may be provided on how to fix the leak and/or when it may be suggested to call a plumber.

### Section 3. EMERGENCY NOTIFICATIONS

- A. The following actions of notification will be made in emergency events during regular business hours based on the corresponding amount of affected customers:
  - 1. If 10 or fewer customers have a service disruption, the Authority will attempt to notify the affected customers by visiting the customers in person. If the customers are not available, notification hangers will be placed on an exterior door of the premise.
  - 2. If 11 to 25 customers have a service disruption, the Authority will attempt to directly notify the affected customers by telephone or email.
  - 3. If 26 to 50 customers have a service disruption, the Authority will attempt to directly notify the affected customers by telephone or email; in addition, all incoming calls to the Authority will hear an announcement providing details of the disruption.
  - 4. If 51 or more customers have a service disruption, all incoming calls to the Authority will hear an announcement providing details of the disruption.
- B. The following actions of notification will be made in emergency events after regular business hours:
  - 1. The Authority will place an announcement on the outgoing greeting, providing customers with details of the disruption.
  - 2. The Authority will attempt to notify customers through an automated notification program like the “ALERT BEDFORD !” program. This is a system that customers will need to sign up for in order to be notified by e-mail, text, or phone.

### CUSTOMER NOTIFICATION

3. Door hangers will be utilized, when possible, notifying customers when the disruption occurred.

C. Website and social media notifications will be available during regular business hours, if feasible.

### Section 4. PLANNED NOTIFICATIONS

- A. The following actions of notification will be made in non-emergency or planned events during regular business hours based on the corresponding amount of affected customers:
  1. If 25 or fewer customers are expected to have a service disruption, the Authority will attempt to notify the affected customers by placing a notification hanger on an exterior door of the premise.
  2. If 26 to 50 customers are expected to have a service disruption, the Authority will attempt to directly notify the affected customers by telephone or email.
  3. If 51 to 100 customers are expected to have a service disruption, the Authority will attempt to directly notify the customers with a written mailed notice.
  4. If 101 or more customers are expected to have a service disruption, the Authority will attempt to mail written notices to the affected customers and all incoming calls to the Authority will hear an announcement providing details of the disruption.
  5. Website notifications will be available during regular business hours, if feasible.

### Section 5. PRIORITY NOTIFICATIONS

- A. The Authority recognizes the critical importance that water and sewer service provides for some customers. Customers that have an urgent need to be informed of any service disruptions will be considered priority notifications.
  1. For customers needing priority notification, the Authority strongly encourages them to “like” us on Facebook so that they will get all notices that are sent via this social media format.
  2. A list of priority notification customers will be maintained for each of the service areas of the Authority; the list will contain the contact information for those individuals that would like to be notified of any type a service disruption is taking place near their property. These lists will contain, at a minimum, the following information:
    - a. The location of the property where the connection of concern exists
    - b. The name of the customer
    - c. The primary contact information, including name, phone numbers, and email address of the person who should be notified of any service disruption.

## CUSTOMER NOTIFICATION

### **Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved September 27, 2022, effective October 3, 2022:
    - a. Section 2 was expanded to provide more information on leak notifications
    - b. Section 3.B. was modified to explain the use of "Alert Bedford!"

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**INCIDENTS AND LIABILITY****Section 1. PURPOSE**

The purpose of this document is to state the policy of the Bedford Regional Water Authority (“Authority”) with regard to incidents that impact private property. Incidents may include, but are not limited to, damages to property caused by sewer backups, sewer overflows, and water from ruptured waterlines.

**Section 2. POLICY**

After being informed of an incident, the Authority will endeavor to take the following actions:

- A. The Authority will investigate the incident to try to determine the cause of the incident.
  1. The Authority will need access to the location where the damage occurred.
  2. The Authority will investigate the causes of the backup, including the history of any prior problems of that section of the line where the backup took place.
  3. The Authority will seek permission to enter the premises and photograph the damages; a form titled “Permission to enter premises and non-waiver of Defenses” must be signed prior to Authority staff entering the property.
  4. Photographs will be taken and a report will be prepared by the Authority of the findings.
  5. The Authority will inform the homeowner that they shall hire a plumber and/or cleanup service, as necessary; the Authority will not provide any plumbing or cleanup services, nor will they hire contractors to perform these services.
- B. If the damage was caused due to problems that occur in private facilities (customer service lines, customer laterals, etc.), the Authority will report to the property owner that it will be the property owner’s responsibility to correct the problems and repair any damages.
- C. If the damage was caused due to problems related to the systems under the control of the Authority, the Authority will report the incident to its liability insurance carrier. The insurance company will conduct an investigation and will make the decision regarding liability for the backup, which will either be:
  1. payment under the Authority’s liability coverage when the incident appears to be related to a maintenance issue that was the Authority’s responsibility; or,
  2. denial of payment when the incident does not appear to be related to a maintenance issue that was the Authority’s responsibility, especially when the incident appears to be caused or exacerbated by storm water.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 18, 2014, effective March 19, 2014.
- B. This policy was modified as follows:
  1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 2.A was modified to provide clarification.
    - b. Section 2.C.1 was modified to clarify the type of insurance coverage



## TRANSFERS

### Section 1. PURPOSE

The purpose of this policy is to state the transfer requirements that the Bedford Regional Water Authority (“Authority”) has for its customers.

### Section 2. POLICY

- A. Customers moving from one address in the Authority’s service area to another address in the service area will not require a new deposit to the new address, if the bill is in good standing and account is paid in full at the current address. The customer will be responsible for all account application fees and any outstanding balances.
- B. Transfer of service requires 24-hour notice. Customers moving from the location, as well as customers moving into the location, are responsible for contacting the Authority.

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Executive Director on March 26, 2013, effective July 1, 2013.
- B. Revisions to this policy were approved and adopted by the Authority’s Executive Director on May 21, 2024.

## ADJUSTMENTS

### Section 1. POLICY

The purpose of this policy is to state the procedure and requirements for water and wastewater adjustments that the Bedford Regional Water Authority (“Authority”) has for its customers. Each account maintained by a customer is subject to an adjustment under this policy.

### Section 2. WATER LEAK ADJUSTMENT

- A. In order to avoid disconnection of service, the customer should continue to pay the bill according to their billing statement.
- B. Ownership:
  - 1. The Authority owns the water mains and service lines that provide service to the water meter; the Authority also owns and is responsible for everything inside the meter box and up to two feet (2') of the pigtail outside the box. The customer is not to tamper with nor modify anything inside of the meter box.
  - 2. The Customer is responsible for maintaining everything on the service side of the meter beginning on the outside edge of the meter box; this includes the service line to the structure or property that is being served, and all fixtures and appurtenances on the property. The customer is responsible for properly maintaining their property to minimize the potential for leaks.
    - a. Upon notification of a leak, it is the customer's responsibility to repair the leak and maintain good standing on the account. If an owner fails to have the leak repaired within ninety (90) days of notification, and/or fails to continue monthly payments, the water and sewer services will be disconnected until the leak has been repaired and account is paid in full.
    - b. Tenants renting from a landlord will be held responsible for continued payment and should notify the landlord upon notification of the leak. Failure to do so will result in disconnection of water and sewer services until the leak is repaired and the account has been paid in full.
- C. No adjustment will be provided by the Authority under the following conditions:
  - 1. If the water was used for irrigation purposes, except as specifically stated in Section 3 of this policy.
  - 2. If the water used flowed through a fire suppression system; this includes, but is not limited to, systems such as a sprinkler system or privately owned fire hydrants.
  - 3. If the high water loss was due to misuse or neglect.
- D. Adjustments are credited to the active account for which the service is billed for the affected address; adjustments are not issued in the form of cash, check, or other form of payments.

## ADJUSTMENTS

- E. Customer Adjustments: These adjustments are for leaks that occur on the customer's side of the meter. Authority customers may receive up to three (3) leak adjustments every six (6) years from the date of the first adjustment received. Customer Adjustments will be made according to the following:
1. Adjustments will only be made if the usage that was billed is at least 200% of (double) the average usage for the account.
  2. The adjustment request must be made within 60 days of the notification of the leak or the date that the billing statement was sent.
  3. Each adjustment will only cover one (1) billing cycle. Multiple adjustments will count individually towards the adjustment limit listed above.
  4. An "[Application for Adjustment](#)" form must be submitted to the Authority. This documentation will be noted and saved with the customer's account.
    - a. Supporting documentation that is required to go with the Application for Adjustment includes the following:
      - i. Detailed letter describing the leak and the resolution of reported leak; it is recommended that photographs of the cause of the leak and photographs of the work performed to prevent future leaks be included in the letter however, these are not required..
      - ii. A copy of the plumber invoice, parts list showing repair parts purchased, etc. showing that work was done to eliminate the leak.
      - iii. If the customer repaired the leak themselves, a copy of the parts receipt will need to be included. Customer must indicate in the detailed letter that he/she repaired the leak.
  5. Customer Adjustments will be calculated as follows:
    - a. The bill will be adjusted by dividing the water and/or sewer volume/commodity charge portion of the bill in half. Fifty percent (50%) of the volume/commodity charges will be the responsibility of the customer to pay, and the other fifty percent (50%) of the volume/commodity charges will be deducted from the bill by an adjustment.
    - b. No adjustment will be made to any Authority fees other than the volume/commodity charges; adjustments will not include any credits for any customer expenses or plumber bills.
    - c. Minimum: The minimum amount of the bill to be considered for adjustment is fifty dollars (\$50). No adjustment credit will be approved for under twenty-five dollars (\$25).
    - d. Maximums: For very large leaks, where adjustments are approved, the following applies:
      - i. Residential: for a leak that generates a bill (or bills) totaling in excess of one thousand dollars (\$1000), the billing statement(s) will be reduced to a maximum charge of five hundred dollars (\$500). When this maximum large adjustment is applied to the account, no further adjustment will be made to the account for six (6) years following the date of the adjustment.
      - ii. Commercial/Industrial: due to the large variability of flow rates among these customers, any maximum charge for this classification of customers, which is greater than the residential maximum stated above, will be reviewed by the Director of Finance on a case by case basis.

## ADJUSTMENTS

- F. Authority Adjustments: These adjustments are for problems related to assets owned by the Authority or damages caused by the Authority. These Authority Adjustments do not count towards the limited number of adjustments allowed per the prior section of this policy. Authority Adjustments will be made according to the following:
1. An "Application for Adjustment" form, requesting the Authority Adjustment and providing explanation of the reason for the request, must be submitted to the Authority. This documentation will be noted and saved with the customer's account.
  2. Authority Adjustments will be given upon the following conditions:
    - a. A leak was determined to be on the Authority side of the meter setting
    - b. The meter setting was loose and caused a leak
    - c. A gasket failed in the meter setting
    - d. Erroneous meter readings leading to a larger than normal bill
  3. Authority Adjustments will be calculated as follows:
    - a. The volume/commodity portion of the bill will be adjusted to equal to the average volume/commodity consumption for the impacted service address.
    - b. No adjustment will be made to any fees other than the volume/commodity charges.

### Section 3. SEWER ADJUSTMENT

- A. Adjustments to customer sewer bills may be made for irrigation, fire suppression, filling swimming pools and hot tubs and will be allowed for one (1) billing period per year from the previous year's adjustment according to the following:
1. The customer must be connected to the Authority's sewer system in order to receive the sewer adjustment.
  2. The customer must notify the Authority at least three (3) business days prior to irrigating lawn, filling a pool or hot tub and also within one (1) business day upon completion of the irrigation or fill.
  3. The customer must make the request for the sewer adjustment in writing, either by a letter or email, within five (5) business days upon completion of the irrigation or fill. This documentation will be noted and saved with the customer's account.
  4. The sewer charges for one (1) billing period will be credited for consumptions above the lowest three (3) billing periods average consumption that occurred one (1) year prior to the adjustment.

### Section 4. DEDUCT METERING

- A. General: The customer will be responsible for requesting the deduct meter in writing to the Authority. It is the responsibility of the customer to document and justify the request for the additional meter.

## ADJUSTMENTS

- B. Approval: The Authority will review the request in a timely manner, and make a determination of the applicability of this policy to the request; a site inspection of the customer's facilities by the Authority may be required. The Authority will determine if the customer will be eligible for one of the following options based on water used that does not have the ability to be transmitted into the wastewater system.
1. Metered: Should the customer have multiple processes that will not produce wastewater where an adjustment is requested, each process must have a deduct process water meter and each meter will have separate fees and credits associated with the meter. If the customer is approved for a deduct meter under this section of the policy, the customer must:
    - a. Sign up for the service and agree to pay the current account fee, deposit, and base charge, as adopted by Authority and shown in the Rate Policy, for the deduct process water meter.
    - b. Purchase and install the deduct process water meter upstream of the area of the process which will not produce any wastewater entering the wastewater system. The deduct meter must meet the Authority's specifications, and the size of the meter must be approved by the Authority. The meter can be purchased from the Authority if so desired by the customer.
    - c. Install the antenna for the deduct meter in a location that allows for the meter to be read remotely from a place with unfettered access using the Authority's reading equipment.
    - d. Make the deduct meter, and the area in which it is installed, available for inspections by the Authority personnel upon request. If such access is not granted at any time by the customer to the Authority, the adjustments may be terminated without any further notice from the Authority to the customer.
    - e. Be responsible for any maintenance, testing for accuracy, or replacement of the deduct water meter.
- C. Billing: The Authority will routinely deduct from the billing statement utilizing one of the following methods:
1. Metered: The Authority will read the deduct process water meter(s) and calculate the net wastewater consumption by deducting the volume of water flowing through the deduct meter(s) from the gross volume of water flowing through the customer's master water meter.

## Section 5. APPEAL

- A. Customers may appeal administrative decisions regarding this policy to the Director of Finance for the Authority. The Director of Finance will then consult with at least two (2) other management level staff to determine if an adjustment should be made. If the Director of Finance determines that an exception is warranted, the granted exception will be reported to the Board of Directors.
- B. The Board may review any appeal, and they may remand the review of an appeal to a committee for further evaluation; said committee will then make a recommendation to the Board at the next regularly scheduled board meeting.

## ADJUSTMENTS

**Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved November 19, 2013, effective November 20, 2013:
    - a. Changed the term "sewer" to "wastewater" throughout the policy.
    - b. Modified the formatting of section 2 for clarity
    - c. Modified section 3 to allow for a routine wastewater adjustment based on evaporation.
  - 2. Approved November 18, 2014, effective November 19, 2014:
    - a. The entire section 2 was modified for water leak adjustments.
    - b. Section 3 was added for sewer adjustments based on filling swimming pools.
  - 3. Approved August 16, 2016, effective September 1, 2016:
    - a. Section 2 was revised to require the Application for Adjustment, to limit the period in which the adjustment can be requested to 60 days, and to include minimums and maximums adjustment parameters.
  - 4. Approved February 21, 2017, effective February 22, 2017:
    - a. Section 1 was modified to provide clarification on each account being eligible
    - b. Section 2.A and 2.B were added to explain the responsibilities of the customer.
    - c. Section 2.F was added to explain the appeal process.
  - 5. Approved June 19, 2018, effective July 1, 2018:
    - a. Changes were made to reflect the transition to monthly billing
    - b. Section 2.F. was added to explain the process of Authority adjustments
    - c. The appeal process was modified and moved to Section 5.
  - 6. Approved November 17, 2020, effective November 18, 2020
    - a. Changes were made throughout the policy for clarification
  - 7. Approved October 18, 2022, effective October 19, 2022
    - a. Sections 2, 3 and 4 were revised to provide additional clarification
    - b. Section 2.B.2. was modified to address customer leaks
    - c. Section 4 had evaporation removed as a situation for adjustments.

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**METER REPLACEMENT****Section 1. PURPOSE**

The purpose of this policy is to identify the procedure that the Bedford Regional Water Authority (“Authority”) utilizes for the routine replacement of water meters. The implementation of this policy is based upon the funds being allocated in the annual budget.

**Section 2. POLICY**

- A. All residential and commercial water meters two inch and smaller are to be replaced as follows:
  - 1. When the meter is ten years of age or older. After ten years the accuracy, under normal usage, will have diminished below a range deemed acceptable to the Authority.
  - 2. When the 5/8 inch or ¾ inch meter has had more than 1 million gallons accumulated on the register
  - 3. When the meter size is greater than ¾ and up to 2 inch meter has had more than 10 million gallons accumulated on the registers
- B. Water meters larger than two inch, including compound and fire protection metering systems, will be tested for accuracy at least every five years by a third party contractor. These meters will be rebuilt or replaced when accuracy falls below 95 percent.
- C. All new water meter installed will utilize automated meter reading (“AMR”) technology, capable of being read using radio equipment.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013.



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**TAMPERING AND UNAUTHORIZED USE****Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) will not tolerate any tampering or unauthorized connections or use. This policy is to define how the Authority will deal with tampering and unauthorized use.

**Section 2. TAMPERING**

- A. Tampering includes turning a water meter on or off, removal of the meter, installation of any equipment in an attempt to bypass the meter, removal or modifications to the backflow prevention device, modification of the meter box, and other such actions that prohibit safe delivery of metered water. It also includes the insertion of any object into the sewer cleanout such that sewer service cannot be provided to the customer.
- B. The customer is responsible for any damages to the water meter and/or sewer cleanout serving the premises occupied by the customer and will be responsible for paying the Authority for any damages.
  - 1. Tampering with meters and/or sewer cleanouts will not be tolerated and such occurrences may be prosecuted to the fullest extent of the law.
  - 2. If a water meter is found to have been tampered with, the meter will be locked or removed, thus resulting in an Unauthorized Connection Fee, according to the current Rate policy.

**Section 3. UNAUTHORIZED USE**

Any connection that has not been approved by the Authority will result in an Unauthorized Connection Fee, according to the current Rate policy, along with the meter being locked or removed or the sewer line being plugged.

**Section 4. ENFORCEMENT**

The Authority may contact law enforcement to investigate the tampering and/or unauthorized use, and the Authority may choose to press charges when it is deemed appropriate by the Authority.

**Section 5. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013.

## IDENTITY THEFT

### Section 1. PURPOSE

- A. b c instituted a rule that became effective November 1, b cf f f theft prevention program to detect, prevent, and mitigate identity theft in connection with the opening of an account or any existing account. The Bedford Regional Water Authority b c h
- B. The Authority shall take certain steps to comply with the Rule of the program as hereinafter defined, which shall then policy. Also contained in this policy are the Authority procedures for compliance with the Virginia breach of personal information notification statute.

### Section 2. NEW CUSTOMER ACCOUNTS

- A. Whenever any new customer applies to the Authority for water and/or sewer service, the Authority shall require the applicant to submit certain information, including but not limited to, f f security number or federal tax identification number ( c
- B. Upon the securing of this information, the Authority shall run a check on these three (3) of the fields are duplicates.
- C. In the event that any duplicate names, addresses, social security numbers, or TIN show up on the f then use due diligence in order to determine whether any identify theft is being attempted or has occurred.
- D. Such due diligence shall include an attempt to verify the validity of any new customer information that is submitted and that has been identified as a Red Flag, as well as an attempt to verify the validity of the information on the existing database that comprises the Red Flag. If, in , invalid information has been submitted or exists on the system, the Authority shall notify the customer(s) in question. As appropriate, the Authority may also take other steps including the following:
1. Monitoring of the new and existing accounts.
  2. Reopening accounts with new account numbers.
  3. Not opening the new account.
  4. Closing the existing account.
  5. Not attempting to collect on accounts or not selling accounts to debt collectors.
  6. Notifying law enforcement officials.
  7. Making a determination that no response is warranted under the particular circumstances.

**IDENTITY THEFT****Section 3. EXISTING CUSTOMER ACCOUNTS**

The Authority shall regularly monitor existing customer accounts, authenticating customers where necessary, monitoring transactions and any suspicious account activity, and verifying the validity of any change of address requests or other account change requests. In addition, where appropriate, the Authority may also take any of the steps listed in Section 2.D as stated above.

**Section 4. ONGOING ADMINISTRATION**

The Authority shall take such steps so as to periodically update its procedures for detecting Red Flags f identity theft and changes in the methods to identify and mitigate identity theft. As well, the Authority Board of Directors or one of the assigned Committees shall have oversight over this policy and shall be provided reports by Authority staff generated in conjunction with the running of this policy. In addition, the Authority shall update this policy from time to time as needed, and in order to maintain compliance with the Rule, as contained in 16 CFR Part 681.

**Section 5. VIRGINIA BREACH OF PERSONAL INFORMATION NOTIFICATION STATUTE**

- A. The Authority shall take such steps as are necessary in order to stay in compliance with the Virginia Breach of Personal Information Notification Statute, Virginia Code Section 18.2-186.6 b ch customer database or other systems housing personal information of its customers. The report must be made to both the Office of the Attorney General and to any affected customer whose personal information has been, or is reasonably believed to have been, accessed and acquired by an unauthorized person. The Statute specifies the type of notice that is acceptable. Acceptable notice includes the following:
1. Written notice to the last known postal address in the records of the customer or business.
  2. Telephone notice.
  3. Electronic notice.
  4. Substitute notice, in specific instances under the Statute.
- B. The contents and description to be included in the notice are specified in the Statute. The Authority shall update this policy from time to time in order to maintain compliance with the Statute.

**Section 6. REVISIONS**

- A. This policy was approved and adopted by the Auth March 26, 2013,  
effective July 1, 2013.

## IRRIGATION METER

### Section 1. PURPOSE

In order to ensure safe and high quality potable water service, along with a fair rate related to irrigation requirements, the Bedford Regional Water Authority (“Authority”) has this policy related to irrigation meters.

### Section 2. POLICY

- A. When an irrigation meter is installed for an existing customer, no additional Facility Fees charges are required by the Authority.
- B. A separate Deposit and Application Fee are required by the Authority for the installation of an irrigation meter and the meter is billed separately. More information about these fees can be found in the Rate policy and the Rate Description policy.
- C. Irrigation meters are charged a Meter Fee and a Meter Setting Fee, in accordance with the current Rate policy. Information about the fees can be found in the Rate Description policy.
- D. All irrigation systems must install a Reduced Pressure Zone (RPZ) backflow prevention device that is approved by the Authority in accordance with the Cross Connection policy.
- E. Irrigation meter installations will be billed with no sewer charges but all other water charges will apply as outlined in the Rate policy.

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013.

## FILLING STATION

**Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) has filling stations available to sell water to customers that do not have waterlines adjacent to or nearby their property. This policy is to explain the procedure that the Authority uses related to the filling stations.

**Section 2. POLICY**

- A. When potential customers want to purchase water from the Authority and they are not adjacent to or nearby an existing waterline, they may complete an application to the Authority to become a customer that will be able to utilize the filling station.
- B. Customers using the filling station will be billed at the current bulk filling rate, as indicated in Policy 2.00.
- C. In order to initiate service from the filling stations, the customer must do the following:
  - Contact the Authority to complete an application for service.
  - 2. Pay all fees, including account fees and deposits, in full before water can be purchased from the filling station.
- D. In order to obtain water from a filling station, the customer will be given an access code and password. They will need to have this information in order to receive water from a filling station. The customer is responsible for all water that is used under this access code, and thus the Authority highly recommends that both the access code and password be kept in a secure place by the customer and not shared with others.
- E. The filling station customers must adhere to the provisions in the other applicable policies, including but not limited to the Deposit Policy, the Billing and Payment Policy, and the Rates Policy.
- F. There will be no adjustments to any bills for water used from the filling stations. The Adjustments Policy does not apply to customer obtaining water from the filling stations.
- G. Because there is not a parcel of land associated with the filling station account, deposits will not be refunded as long as the customer’s filling station account is still active. If the account is closed, the deposit will be refunded after electronic access to the filling station is removed.

## FILLING STATION

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved August 16, 2016, effective September 1, 2016:
    - a. Section 2.G was added to require that deposits are held on the account as long as the account is active.
  - 2. Approved May 18, 2021, effective June 1, 2021:
    - a. Section 2.B was modified to reflect the bulk filling rate adopted by the Board at the April 20, 2021 rate hearing.
  - 3. Approved May 21, 2024, effective June 1, 2024:
    - a. Section 2.C was modified to remove the approval of application for service.

## SEPTAGE

### Section 1. PURPOSE

The Bedford Regional Water Authority (“Authority”) owns and operates a Wastewater Treatment Plant (“WWTP”) in Moneta, Virginia; this WWTP has the capability of receiving septage from haulers throughout the area. This policy is to define the terms of the Authority related to receiving the septage and the customers’ responsibilities.

### Section 2. FEES

- A. The customer must pay all fees, including account fees and deposits, in full before septage will be received at the filling station.
- B. The customer will be billed for the seepage received according to the charges shown in the Rate Policy.

### Section 3. ACCESS

- A. Before septage will be received, the customer must sign up for service and pay all fees at the Authority’s primary office location.
- B. The receiving area for septage is located in a restricted access area at the Authority’s WWTP in Moneta, Virginia. There are no other locations approved by the Authority for receiving septage; if septage is transferred to the Authority at any unauthorized site, the Tampering and Unauthorized connection policy will apply.
- C. Septage will be taken when there is availability at the WWTP.
  - 1. The Authority does not guarantee that septage can be accepted or that personnel will always be on site or available during regular operating hours; therefore, customers are strongly encouraged to call ahead to ensure that the septage can be received when it is delivered.
  - 2. The hours of access to the WWTP are Monday through Friday from 8:00 a.m. to 4:00p.m. These hours are dependent upon the availability of the Authority’s personnel.

### Section 4. ACCESS PROCEDURE

- A. For access to the WWTP, customers should use the following procedure:
  - 1. Call at least one (1) hour ahead to be sure that the septage can be received.
  - 2. Drive up to the gate at the WWTP where a touchpad and intercom are located the left side of the driveway at the gate.
  - 3. Press the intercom button to page an employee at the WWTP.

### Section 5. REVISIONS

- A. This policy was approved and adopted by the Authority’s Executive Director on March 26, 2013, effective July 1, 2013.



## SUBMETERING

### Section 1. PURPOSE

In order to support customers that own property that is rented, leased, or otherwise occupied and to provide billing services to the occupants of said property, the Bedford Regional Water Authority (“AUTHORITY”) has developed this policy.

### Section 2. DEFINITIONS

- A. AGREEMENT: A SUBMETER AGREEMENT that is executed between the AUTHORITY and the LANDLORD governing the terms of the submetering program.
- B. LANDLORD: The owner of the PROPERTY that is available for rent, lease, or otherwise being occupied.
- C. LANDLORD AUTHORIZATION FORM: A form that is provided by the LANDLORD giving the AUTHORITY the authorization to directly bill the TENANT.
- D. MASTER METER: The primary meter used by the AUTHORITY to measure and control the flow of potable water to a PROPERTY. The AUTHORITY will bill the LANDLORD for any usage or charges that are not billed or paid for by the TENANTS. The MASTER METER will be the point of disconnect in accordance with the AUTHORITY’s billing and payments policy.
- E. PROPERTY: The structure(s) that are served by a MASTER METER.
- F. SUBMETER: Any meters, valves, and appurtenances related to measuring and controlling the flow of potable water on the LANDLORD’s side of MASTER METER.
- G. TENANT: The renter, lease holder, or occupant of the PROPERTY owned by the LANDLORD.

### Section 3. REQUIREMENTS

- A. In order to qualify for the use of the SUBMETER program, the entire PROPERTY must have SUBMETERs installed by the LANDLORD such that all of the domestic flow going through the MASTER METER will be billed by the AUTHORITY through the SUBMETERs. With the exception of fire flow usage, the entire property must be billed by the AUTHORITY through either the SUBMETERs to the TENANT or the MASTER METER to the LANDLORD; split and/or partial billing is not allowed.
- B. The LANDLORD must execute a SUBMETER AGREEMENT with the AUTHORITY before any services will be provided.
- C. The LANDLORD must provide a LANDLORD AUTHORIZATION FORM for every TENANT that is served by a SUBMETER and billed by the AUTHORITY.
- D. In accordance with the AUTHORITY’s deposit policy, a deposit is required for each TENANT. The deposit will remain on file with the AUTHORITY for the duration of the period in which the TENANT is a customer of the AUTHORITY.

### Section 4. RESPONSIBILITIES

- A. The AUTHORITY will own and maintain the MASTER METER.
- B. The LANDLORD will own and maintain the SUBMETERs.
- C. The AUTHORITY will remotely read the SUBMETERs, and will invoice the TENANT in accordance with the billing and payments policy at the rates published in the rates policy.

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**SUBMETERING**

- D. When a TENANT's bill is not paid to the AUTHORITY, the LANDLORD will receive a copy of the past due statement. The LANDLORD must then work with the TENANT to ensure that payment is made to the AUTHORITY for the past due balance.
- E. The LANDLORD will disconnect the TENANT's service in the event that the TENANT's account is not paid to the AUTHORITY.
- F. The LANDLORD will be responsible for paying the AUTHORITY for any outstanding balance from billing statements that are not paid to the AUTHORITY by the TENANT.

**Section 5. TERMINATION**

- A. The AUTHORITY may terminate this agreement:
  - 1. When a TENANT's outstanding balance as billed through the SUBMETER is not paid to the AUTHORITY by the TENANT or the LANDLORD within 15 days of the past due notice being sent, the AGREEMENT may be terminated immediately.
  - 2. When the terms of the AGREEMENT and/or the requirements of this policy are not met, the AGREEMENT may be terminated within 30 days' notice.
  - 3. At any time with at least 90 days' notice to the LANDLORD.
- B. The LANDLORD may terminate the AGREEMENT at any time, with at least 90 days' notice.
- C. In the event that the AGREEMENT is terminated, the outstanding balance of all the SUBMETERs will be transferred to the MASTER METER account and will be payable by the LANDLORD.

**Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on October 4, 2016, effective November 1, 2016.

## **CHAPTER 3**

### **CONNECTIONS**

**MANDATORY CONNECTION****Section 1. PURPOSE**

In order to meet bond covenants, to ensure that debt service can be covered, and to provide revenue for repair and replacement funding, the Bedford Regional Water Authority ("Authority") shall utilize the rights granted to the Authority by the State of Virginia and by Bedford County. The applicable Code of Virginia is listed herein.

**Section 2. POLICY**

- A. The owner, tenant, or occupant of each lot or parcel of land where any new residential, commercial, or industrial construction abuts upon or adjoins a public or private street or other public way or easement containing a waterline and/or a sewer line shall be compelled to connect to said utility and pay all appropriate fees.

**Section 3. EXEMPTIONS**

- A. Exemptions for Private Facilities: Parcels subdivided from parent tracts are not subject to the exemptions contained herein, unless the subdivision a) contains no internal road right of ways, b) has internal road right of way(s) with a width of twenty feet (20') or less, c) does not include the construction of public roads.
1. Existing sources and disposals:
    - a. Water: When new waterlines are installed by the Authority, all adjacent properties that have a proper and adequate existing private water source are not required to connect to the Authority's water system, nor will the property owner, tenant, or occupant be required to pay any connection or user fees. If that private source should fail, the property must then be connected to the Authority's water system and cannot develop or utilize an alternate source.
    - b. Sewer: When new sewer lines are installed by the Authority, all properties that have a proper and adequate method for private sewage disposal will not be required to connect to the Authority's sewer system, nor will the property owner, tenant, or occupant be required to pay any connection or user fees. Should those private sewer facilities fail, the property must then be connected to the Authority's sewer system and an alternative method for disposal cannot be developed or utilized.
  2. Proposed sources and disposals: All exemptions related to developing new water sources or new sewer disposal facilities under the terms of this policy shall be approved by the Executive Director of the Authority. Exemptions that may be approved include, but are not limited to, the following:
    - a. Water: A private water source may be developed on property that is adjacent to the Authority's water system in the following situations:
      - i. When the use is for agricultural purposes
      - ii. Properties where the nearest structure requiring service is greater than five hundred feet (500') from the point where the water meter would be located by the Authority.
      - iii. For potential customers that can document that they have a specific water characteristic need that makes the use of the private source preferable over public service from the Authority's system.

**MANDATORY CONNECTION**

- b. Sewer: A private sewer system may be developed on property that is adjacent to the Authority's sewer system in the following situations:
  - i. Properties where the nearest structure requiring sewer service is greater than five hundred feet (500') from the point where the private connection to the public sewer system would be made.
  - ii. Properties that would require pumps, external to the structure, to access the non-pressure (gravity) sewer system.
  - iii. Properties where the actual cost to install the connection cleanout is greater than twice (200%) the published rate for the fixed connection costs.

**Section 4. CODE OF VIRGINIA: WATER AND SEWER CONNECTIONS**

The following is an excerpt copied verbatim from the Code of Virginia "§ 15.2-5137. Water and Sewer Connections: Exceptions" which was in effect at the time this policy was adopted. Any changes to the Code of Virginia shall take precedence over this policy.

1. Upon or after the acquisition or construction of any water system or sewer system under the provisions of this chapter, the owner, tenant, or occupant of each lot or parcel of land (i) which abuts a street or other public right of way which contains, or is adjacent to an easement containing, a water main or a water system, or a sanitary sewer which is a part of or which is or may be served by such sewer system and (ii) upon which a building has been constructed for residential, commercial, or industrial use, shall, if so required by the rules and regulations or a resolution of the Authority, with concurrence of the locality in which the land is located, connect the building with the water main or sanitary sewer, and shall cease to use any other source of water supply for domestic use or any other method for the disposal of sewage, sewage waste, or other polluting matter. All such connections shall be made in accordance with rules and regulations adopted by the Authority, which may provide for a reasonable charge for making such a connection. A private water company which purchases water from a regional Authority for sale or delivery to or within a municipality may impose a charge for connection to the water company's system in the same manner, and subject to the same restrictions, as an Authority may impose for connection to its water system, subject to the approval of the State Corporation Commission.
2. Notwithstanding any other provision of this chapter, those persons having a domestic supply or source of potable water shall not be required to discontinue the use of such water. However, persons not served by a water supply system, as defined in § 15.2-2149, producing potable water meeting the standards established by the Virginia Department of Health may be required to pay a Connection Fee, a Front Footage Fee, and a Monthly Nonuser Service Charge, which charge shall not be more than that proportion of the minimum Monthly User Charge, imposed by the Authority, as debt service bears to the total operating and debt service costs, or any combination of such fees and charges. In York County and James City County, the Monthly Nonuser Fee may be as provided by general law or not more than 85 percent of the minimum Monthly User Charge imposed by the Authority, whichever is greater.
3. Notwithstanding any other provision of this chapter, those persons having a private septic system or domestic sewage system meeting applicable standards established by the Virginia

### MANDATORY CONNECTION

Department of Health shall not be required under this chapter to discontinue the use of such system. However, such persons may be required to pay a Connection Fee, a Front Footage Fee, and a Monthly Nonuser Service Charge, which charge shall not be more than that proportion of the minimum Monthly User Charge, imposed by the Authority, as debt service bears to the total operating and debt service costs, or any combination of such fees and charges.

4. Persons who have obtained exemption from or deferral of taxation pursuant to an ordinance authorized by § 58.1-3210 may be exempted or deferred by the Authority from paying any charges and fees authorized by Section 1.A.3, to the same extent as the exemption from or deferral of taxation pursuant to such ordinance.
5. Water and sewer connection fees established by any Authority shall be fair and reasonable. Such fees shall be reviewed by the Authority periodically and shall be adjusted, if necessary, to assure that they continue to be fair and reasonable. Nothing herein shall affect existing contracts with bondholders which are in conflict with any of the foregoing provisions.

### Section 5. CONCURRENCE

- A. As detailed in the Articles of Incorporation, the Authority was created by the City of Bedford ("City") and Bedford County ("County"). For this reason, the Authority requested that both entities adopt resolutions supporting this policy.

### Section 6. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved March 18, 2014, effective March 19, 2014:
    - a. The exemptions were moved to a new Section 3.
    - b. A third exemption was added to allow private water sources to be developed for users that have specific water characteristic needs.
- C. This policy was modified as follows:
  1. Approved May 19, 2020, effective May 20, 2020:
    - a. An exemption was added for sewer connections under Section 3.

## CROSS CONNECTION

### Section 1. PURPOSE

In order to ensure safe and high quality potable water, the Bedford Regional Water Authority (“Authority”) has adopted this policy related to cross connections.

### Section 2. POLICY

- A. Cross connections of private or auxiliary water systems to the Authority’s water system are restricted according to the WATERWORKS REGULATIONS FOR PUBLIC DRINKING WATER SUPPLIES as adopted by the Virginia Department of Health.
- B. Where the potential exists for such cross connections, a Backflow Prevention Device (“Device”) approved by the Authority must be installed.
- C. Where required, the owner of the Device must have annual tests performed to certify that the Device is working correctly. Failure to install and operate such Devices and/or provide certification or the test results to the Authority may result in the interruption of water/sewer service. Should an interruption of service occur, the Authority may charge for any labor, materials, equipment, and/or any contracted services it incurs to install necessary apparatuses, disconnect services, and/or further actions it deems necessary to prevent a cross connection.
- D. If a Device is not installed and properly maintained, the Authority will work with the customer and/or Device owner to correct the problem. If the Device problem is not resolved in a reasonable period of time, as defined by the Authority, then the The Authority may charge a Reconnect Fee and an Unauthorized Connection Fee as they apply from the current Rate policy.

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013.



## FIRE HYDRANTS

### Section 1. PURPOSE

In order to ensure safe, reliable, and high quality potable water, the Bedford Regional Water Authority (“Authority”) has this policy related to fire hydrants and their use.

### Section 2. POLICY

- A. The primary purpose of a fire hydrant is to provide water for fire suppression by the local Fire Departments. As such, the Fire Departments are authorized to use the fire hydrants for fire suppression and to provide maintenance of the fire hydrants per the Authority’s procedures provided that they:
  - 1. Ensure that appropriate measures are in place to prevent backflow into the Authority’s system. This is of critical importance in order to prevent contamination to the potable water system.
  - 2. Keep record of all hydrant use, attempt to quantify to the extent possible the amount of water that was used, and report this information to the Authority on a regular basis per the Authority’s procedures.
  - 3. Follow the general procedures listed below and any additional procedures as provided to the County and Town’s Fire Administration Officials.
- B. Except for the provisions above, water may not be obtained from the Authority’s hydrants except as authorized by the Authority in advance of the use. All water from hydrants must be duly metered.
- C. Any use of a fire hydrant without Authority approval shall be considered unauthorized use of such hydrant and shall be prosecuted to the fullest extent of the law, and Unauthorized Connection fees will be charged.

### Section 3. GENERAL PROCEDURE FOR USE

- A. Wrenches designed for use on fire hydrants shall be used when opening and closing hydrants. Pipe wrenches must not be used on a hydrant.
- B. When turning on and off the hydrant, the valve should be operated slowly to reduce the water hammer that may damage the hydrant or other parts of the water distribution system.
- C. The operator of the pumper truck shall not allow the flow from the hydrant to exceed the expected available flow based upon the color of the bonnet, if the hydrant is painted according to National Fire Protection Association (NFPA) standards as identified in the Authority’s master specifications. If the hydrant bonnet is not painted to NFPA standards, the operator of the pumper truck shall not allow the residual pressure at the flow hydrant to drop below twenty pounds per square inch (20psi).
- D. No rigid hard suction hose shall be used on any Authority fire hydrant.

## FIRE HYDRANTS

**Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved August 16, 2016, effective August 17, 2016:
    - a. Section 2 was revised to allow for maintenance of the hydrants by Fire Departments, and to clarify the policy for using the hydrants
    - b. Section 3 was modified to provide protection for the water system based on NFPA standards.

# CHAPTER 4

## SYSTEM DEVELOPMENT

## OVERVIEW OF SYSTEM DEVELOPMENT

### Section 1. PURPOSE

The purpose of this policy is to explain the system development requirements of the Bedford Regional Water Authority (“Authority”).

### Section 2. POLICY

- A. All water and sewer design and construction within the boundaries of Bedford County, whether privately owned or publicly owned, shall be in accordance with System Development, Water System, Wastewater System, and Engineering chapters of the Authority’s Operating Policy Manual in their entirety.
- B. Water and sewer service shall be provided for new development by the developer in accordance with the Bedford County Subdivision Ordinance and the Authority’s Mandatory Connection policy.
- C. All submittal reviews of proposed infrastructure will be reviewed in accordance with the Review Schedule and Process Guidelines policy.
- D. All submittal approvals and comments are valid for six (6) months from the date of issuance. Project inactivity of a six (6) month period or greater will require resubmittal and adherence to current standards.
- E. Construction may not commence on any water or sewer infrastructure until the Contractor has received a Certificate to Construct, design plans have been stamped with approval by Authority personnel, and a preconstruction meeting has been held between the Authority Inspector and the Contractor.
- F. Under no circumstances shall a subdivision or development receive water or sewer service prior to completion of and approval with all items required within the Developer Agreement and a Certificate of Completion having been issued.

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2013, effective July 1, 2013.

**SUBMITTAL PROCESS AND REVIEW SCHEDULE****Section 1. PURPOSE**

This policy is to inform the development community on what to expect from the Bedford Regional Water Authority (“Authority”) with respect to the submission of plans, plats, and drawings as well as providing an estimated schedule for the review period schedules.

**Section 2. OVERVIEW**

- A. All submittals shall be stamped by the Authority with the date and time that they were received by the Authority.
- B. All submittals are to be reviewed in the order in which they are received. The first items submitted are the first items to be reviewed.
- C. Submittals for review will typically require the review period as noted below:

<b>Submittal Type</b>	<b>Estimated Review Period</b>
Preliminary Plans/Plats	15 Business Days (3 Weeks)
Site Plans	15 Business Days (3 Weeks)
Plats (for Review)	15 Business Days (3 Weeks)
As-Built Drawings	15 Business Days (3 Weeks)
Shop Drawing Submittals	15 Business Days (3 Weeks)
Design Plans	30 Days (See Section 3 Below)
Plats (for Signature/Approval)	5 Business Days ( 1 Week)
Courtesy Pre-Reviews	See Section 3 Below

- D. Plat and Site Plan submittals must be accompanied by a Planning Department reference number.
- E. Engineers and Developers are encouraged to pay close attention to Authority design standards and review checklists to avoid delays in the review process.
- F. Appointments are required to meet with Authority Engineering Staff Members to review a project.

**Section 3. DESIGN PLAN REVIEW**

- A. Design Plan review periods will likely vary depending on current workloads and design size and complexity. When a Design Plan appears to be more involved than average, as a courtesy, the person who made the submittal will be contacted with the estimated review time (45 days, 60 days, etc.). For an average submittal, the goal will be to generate review comments within 30

### SUBMITTAL PROCESS AND REVIEW SCHEDULE

days. Subsequent revised submittals for the project will be reviewed within the standard three (3) week review period.

- B. Initial review comments may be issued and discussed at an informal meeting scheduled between the Authority Staff Member and the Engineer performing the design. This meeting will be scheduled by the reviewing Authority Staff Member at the request of either party. To make this meeting most efficient, only those involved directly with design should be included.
- C. For subsequent review submittals, the Engineering Consultant may request a meeting with the Authority Staff Member performing the review upon re-submittal. At this meeting, the Authority Staff Member will verify that previous comments have been addressed satisfactorily and may then require further office review by Inspection and Maintenance Staff prior to plan approval. If any previous comment is determined to not have been adequately addressed, the plans will be returned immediately to the Engineer for corrections.
- D. Courtesy Pre-Reviews: Courtesy Pre-Reviews can be submitted and/or discussed in an informal meeting at the Engineering Staff's discretion and availability. Review period will be determined on a case by case basis depending on workload and complexity of the submittal.
- E. Electronic Submittals: Electronic submittals will be considered a courtesy review. These will be reviewed as time permits, not in the order received as regular submittals. These will not be considered for Standard Design review. Generally, electronic submittals for review should be limited to a specific area needing clarification prior to formal plan submittal.

### Section 4. PLAT REVIEW

- A. Plats for Signature/Approval: The Bedford County Planning Department routinely handles the distribution of plats with the Authority. Multiple page signature plats will only be accepted and signed if delivered to the Authority office by the Bedford County Planning Department. Single page plats with alterations will not be accepted unless directly routed through Bedford County Planning Department.

### Section 5. FEES

- A. Review fees will be per the current Rate policy and are explained in the Rate Information policy.
- B. Re-review fees will be per the current Rate policy and are explained in the Rate Information policy.

### Section 6. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.

**DEVELOPER AGREEMENT****Section 1. PURPOSE**

This Agreement is necessary for developments proposing to construct water and/or sewer infrastructure within the Bedford Regional Water Authority's ("Authority") service area.

**Section 2. AGREEMENT**

The agreement that will be provided to the developer by the Authority will be similar to that which is shown below.

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; by and between the **BEDFORD REGIONAL WATER AUTHORITY** (hereinafter referred to as the "Authority"); and \_\_\_\_\_ (hereinafter referred to as the "Developer");

**WITNESSETH:**

**WHEREAS** the Developer desires to construct a water and/or sanitary sewer facilities project within Bedford County, Virginia, (hereinafter referred to as the "Project"); and

**WHEREAS** said Project will provide water and/or sanitary sewer service to the following property described as \_\_\_\_\_; and

**WHEREAS** the Developer desires that said Project shall be owned, operated, and maintained by the Authority; and

**WHEREAS** the Developer has caused Plans and Specifications (hereinafter referred to as the "Plans"), which are entitled \_\_\_\_\_; dated \_\_\_\_\_ with the latest revision date of \_\_\_\_\_, as prepared by \_\_\_\_\_; of \_\_\_\_\_, **VA** (hereinafter referred to as the "Design Engineer"); and

**WHEREAS** the Authority has upon review approved the Plans to be used in construction of the Project on \_\_\_\_\_; and

**WHEREAS** the Authority and the Developer desire that construction of the Project proceed in a timely manner.

**NOW, THEREFORE**, the parties hereby agree as follows:

- I. **Representations and Warranties by the Developer:** The Developer represents and warrants that before the system is conveyed to the Authority he will:
  - A. Pay all fees required by the then current Rules and Regulations of the Authority. Fees applicable to this agreement are:



**DEVELOPER AGREEMENT**

Plan Review Fees – Sewer (gravity sewer system):	
Plan Review Fees – Sewer (force main sewer system):	
Plan Review Fees - Water:	
<b>Total Plan Review Fees Due:</b>	
Inspection Fees – Sewer (gravity sewer system):	
Inspection Fees – Sewer (force main sewer system):	
Force Main Filling for Testing:	
Inspection Fees - Water:	
Water Bacteriological Testing:	
Water Flushing:	
<b>Total Inspection Fees Due:</b>	
Fire Flow Meter Vault Review and Inspection Fee:	
Large Pump Station Review and Inspection Fee:	
<b>TOTAL DUE*:</b>	

\*Fees are subject to current rates at time of payment.

- B. Construct the Project according to the approved Plans by using a licensed contractor,  
\_\_\_\_\_, who has passed  
a prequalification review by the Authority.
- C. Grant the Authority access at all times to the Project for purposes of inspection, taking of  
samples, and provide copies of permits, test results, and other information which may be  
reasonably requested by the Authority.
- D. Provide the Authority one of the following sureties, which guarantees completion of the  
Project according to the plans:
  1. Irrevocable Letter of Credit #, with the redemption location shown as being within a  
45 mile radius of the Authority's office: \_\_\_\_\_
  2. Performance Bond #: \_\_\_\_\_

## DEVELOPER AGREEMENT

3. Cashier's Check #: \_\_\_\_\_  
(A Cashier's Check is permitted when value of surety does not exceed \$10,000)

as issued by \_\_\_\_\_

and in the amount of \$ \_\_\_\_\_

( \_\_\_\_\_ )

(the amount written out in words)

- E. Submit to the Authority the required certifications and final surveyed "as-built" drawings required by the Developer Checklist.
- F. Be solely responsible for the costs for the design, construction, easement acquisition, and other related costs associated with the Project.
- G. Be solely responsible for adhering to all items listed on the Developer Checklist, or Fire Flow Meter Vault Checklist as appropriate, prior to receipt of a Certificate of Completion, hence prior to receiving service to the development.
- H. Submit to the Authority a warranty against defects in materials and workmanship which is valid for a period of one (1) year from date of final completion. At the latter of one (1) year from the date of the Certificate of Completion, or the satisfactory completion of the warranty period, the surety may be released. A portion of the surety may be held until there are at least three (3) residential connections or one (1) commercial connection to the project.
- I. For projects that involve public roadway(s) intended for acceptance by VDOT, surety may be held until confirmation is received accepting roadway(s) into the VDOT system for public maintenance.

It is understood by the Developer and Authority that if satisfactory progress is not made towards the completion of the items listed in Paragraph I, Section A through H, the Authority may deny or refuse to provide evidence of the availability of water and/or sanitary sewer service.

- II. The Developer does hereby undertake and bind himself upon receipt of notice of final approval to convey to the Authority with General Warranty and English Covenants of Title, free and clear of all liens and encumbrances, all of his right, title, and interest in and to the Project as described in the Plans, with such interests in real estate as shall, in the opinion of the Authority and its council, be reasonably necessary for the operation and maintenance of

## DEVELOPER AGREEMENT

- the Project for the provision of water and sewer services.
- III. The Authority upon conveyance of the Project by the Developer shall undertake to operate the Systems constructed in the Project, install meters, and to provide utility services to the citizens of Bedford County whose properties are proximate to the systems subject to compliance with its published Rates and Regulations and other established operating procedures.
- IV. Miscellaneous:
- A. This agreement shall be binding upon the successors and assigns of the parties hereto. It is expressly understood and agreed by and between the parties hereto that the acceptance by the Authority of the documents conveying Developer's interest in the Project does not mere or extinguish the provision hereof. All warranties contained herein shall survive the completion and closing of the transaction contemplated herein.
- B. The Developer shall have the right to assign its rights hereunder to its lender. Developer shall not assign its rights hereunder to any party other than Developer's lender without obtaining the Authority's prior consent in writing, which consent shall not be unreasonably withheld.
- C. The making, execution, and delivery of this agreement have been induced by no representations, statements, warranties, or agreements other than those expressed therein. Unless other agreements, or understandings are attached in an appendix to this agreement and said appendix is identified in Section IV F., this agreement shall embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This agreement may be modified by an agreement of equal formality signed by the parties hereto as their duly authorized officers or representatives.
- D. Neither this instrument, nor any other documents or oral communication should be construed as a reservation or allocation of water and/or sanitary sewer capacity for this particular project. The Authority cannot reserve or allocate capacity for a particular owner or project unless and until the applicable Authority Capital Recovery Fees have been paid in full. Projects shall be given priority according to the order in which the



**OPERATING  
POLICY  
MANUAL**

Chapter: System Development  
Document Number: 4.02  
Page 5 of 6

Issue (Effective) Date: October 4, 2022  
Approval Date: October 4, 2022  
Approved By: Executive Director

**DEVELOPER AGREEMENT**

requisite Capital Recovery Fees are paid.

- E. This agreement shall be governed in its entirety by the laws of the Commonwealth of Virginia.
- F. Attached as part of this agreement are: Developer / Fire Flow Meter Vault Project Checklist, and Sample Sureties.

**IN WITNESS WHEREOF**, the following signatures:

**BEDFORD REGIONAL WATER AUTHORITY**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, (name), \_\_\_\_\_ (title)

of Bedford Regional Water Authority, on behalf of the Authority.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DEVELOPER**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, (name), \_\_\_\_\_ (title)

of \_\_\_\_\_ (company)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

## DEVELOPER AGREEMENT

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 2.I.A. was modified to include and clarify fees.
    - b. Section 2.I.G: 'subdivision' was replaced with 'development.'
    - c. Section 2.1: Revised "...A thru G..." to "...A through H..."
    - d. Section 2.IV.D: Updated fee reference with 'Capital Recovery Fees.'
    - e. Section 2.IV.F: Bill of Sale and Quitclaim Deed and Sample Letter of Warranty have been removed from the attachments list.
    - f. Section 2.I.H: Wording revised for surety requirements.
    - g. Section 2.I.I was added.

**DEVELOPER AGREEMENT – NOT AUTHORITY OWNED****Section 1. PURPOSE**

This Agreement is necessary for developments proposing public water and/or sewer infrastructure to be constructed outside of the Bedford Regional Water Authority's ("Authority") service area, but still within the Authority's jurisdiction for review.

**Section 2.**

The agreement that will be provided to the developer by the Authority will be similar to that which is shown below.

**DEVELOPERS AGREEMENT**

*For*

**"PROJECTS NOT INTENDED FOR ACCEPTANCE AS OWNERSHIP INTO THE AUTHORITY SYSTEM"**

**THIS AGREEMENT**, made this \_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the  
BEDFORD REGIONAL WATER AUTHORITY (hereinafter referred to as the "Authority"); and  
\_\_\_\_\_ (hereinafter referred to as the "Developer");

**WITNESSETH:**

**WHEREAS** the Developer desires to construct a water and/or sanitary sewer facilities project within Bedford County, Virginia, (hereinafter referred to as the "Project"); and

**WHEREAS** said Project will provide water and/or sanitary sewer service to the following property described as \_\_\_\_\_ and

**WHEREAS** the Developer has caused Plans and Specifications (hereinafter referred to as the "Plans"), which are entitled \_\_\_\_\_; dated \_\_\_\_\_ with the latest revision date of \_\_\_\_\_, as prepared by \_\_\_\_\_; of \_\_\_\_\_, VA (hereinafter referred to as the "Design Engineer"); and

**WHEREAS** the Authority has upon review approved the Plans to be used in construction of the Project on \_\_\_\_\_; and

**WHEREAS** the Authority and the Developer desire that construction of the Project proceed in a timely manner.

**WHEREAS** the Developer will own and operate the system upon completion of the construction.

**NOW, THEREFORE**, the parties hereby agree to follow the required phases as follows:

**DEVELOPER AGREEMENT – NOT AUTHORITY OWNED**

**PHASE 1 - REVIEW:**

- A. Developer will submit this completed signed and notarized Developer Agreement to the Authority.
- B. Developer will submit preliminary water/sewer plans and plats to Authority for review, by the developers selected design engineer.
- C. The water/sewer system plans should clearly show each phase of construction, and these phases will need to correspond to the layout that the property is platted.
- D. Developer will be solely responsible for the costs for the design, construction and other related costs associated with the Project.
- E. Developer shall pay all fees required by the then current Rules and Regulations of the Authority.

**Fees applicable to this agreement are:**

Sanitary Sewer System Review Fees:	
Water System Review Fees:	
<b>Total Review Fees:</b>	
Sanitary Sewer System Inspection Fees:	
Water System Inspection Fees:	
<b>Total Inspection Fees:</b>	
<b>TOTAL*:</b>	

\*Fees are subject to current rates at time of payment.

**PHASE 2 - CONSTRUCTION:**

- F. Upon approval of all design plans by the Authority, a Certificate to Construct will be issued to the developer.
- G. Waterline/sewerline construction approval will only be for the phases for which the fees have been paid.
- H. Developer will construct the Project according to the approved Plans by using a licensed contractor, \_\_\_\_\_, who has passed a prequalification review by the Authority.
- I. The Authority will need to be notified at least three working days in advance of the construction taking place so we can schedule the inspection.



## DEVELOPER AGREEMENT – NOT AUTHORITY OWNED

- J. Developer will grant the Authority access at all times to the Project for purposes of inspection, taking of samples, and provide copies of permits, test results, and other information which may be reasonably requested by the Authority.

**COMPLETION & CLOSEOUT – PHASE 3**

- K. Field Drawings and field notes are submitted by the contractor to the developer and/or design engineer.
- L. Developer or Design engineer submits to the Authority the final construction record drawings.
- M. Project completion is approved and witnessed by an Authority inspector.
- N. The Authority will issue a Certificate of Completion to the Developer once all steps are fulfilled.

**IN WITNESS WHEREOF**, the following signatures:

BEDFORD REGIONAL WATER AUTHORITY

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_(name), \_\_\_\_\_(title)  
of Bedford Regional Water Authority, on behalf of the Authority.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

DEVELOPER

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_(name), \_\_\_\_\_(title)  
of \_\_\_\_\_(company)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

DEVELOPER AGREEMENT – NOT AUTHORITY OWNED

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.

**DEVELOPER PROJECT CHECKLIST****Section 1. PURPOSE**

This policy is to explain the review process that the Bedford Regional Water Authority (“Authority”) utilizes for water and sewer developer projects planned within the service areas of the Authority.

**Section 2. PROJECT CHECKLIST**

The checklist that will be utilized by the Authority for the review of the project will be similar to that which is shown below.

**PHASE 1 – REVIEW / DESIGN****1. PRELIMINARY REVIEW**

- ☒ Initial plans are submitted for review along with the Base Project Review Fee.
- ☒ Bedford Regional Water Authority (“Authority”) performs a preliminary review of the site plan of the proposed development.
- ☒ Water/sewer plans are submitted for review to the Authority by the Developer’s design engineer.

**2. DEVELOPER PACKAGE**

- ☒ Developer package is mailed to developer and includes the following documents:
  - ☒ Cover Letter including assessment of Project Fees (Plan Review and Inspection Fees)
  - ☒ Review Schedule and Process Guidelines
  - ☒ Developer Project Checklist
  - ☒ Developer Agreement
  - ☒ (Sample) Irrevocable Letter of Credit
  - ☒ (Sample) Bedford Regional Water Authority Water and Sewer Projects – Developer Performance Bond
  - ☒ Initial review comments for water/sewer design plans

**3. PLAN REVIEW FEES**

- ☒ Developer submits an executed Developer Agreement to the Authority, including payment of Plan Review Fees.
  - Plan Review Fees are assessed at the current rates per foot of waterline 3-inches in diameter and greater, and per foot of sewer line (service laterals are excluded).
  - Inspection fees must be paid prior to the issuance of the certificate to construct (see item 10 below), but can also be paid at the same time as the Plan Review Fees.

**DEVELOPER PROJECT CHECKLIST****4. SURETY**

- ☒ Developer provides Authority with surety in the form of a letter of credit, performance bond, or cashier's check as outlined in the Agreement.

**5. PLAN REVISIONS**

- ☒ Authority releases additional comments, clarifications, etc. to Developer and/or design engineer (if applicable).
- ☒ Extended Plan Review Fee to be submitted with the third submittal and beyond.

**6. COST SHARING AGREEMENT**

- ☒ Developer provides the Authority with a Cost Sharing Agreement, if applicable.
- ☒ In certain situations, the Authority will enter into Agreements with Developers to offset some costs if linework has been built in excess of what their development requires. Any such Agreement is entered into at the discretion of the Authority Board of Directors, and must be done prior to the commencement of construction.

**7. PLAT APPROVAL**

- ☒ Final plat for the subdivision must be approved and signed by all applicable County entities.
- ☒ Any necessary easements for the project are identified and included on the plat. Where platting is not necessary, proof of easement will be required.
- ☒ Approved/recorded plats should reflect associated design plans.

**8. PLAN APPROVAL**

- ☒ Final water/sewer design plans are reviewed by the Engineering Department. Any additional comments generated are submitted to the Developer and/or design engineer.
- ☒ Water/sewer design plans are approved by the Authority for construction.
  - Approved plans should reflect associated plats.
  - The Authority works closely with VDOT on projects where utilities are proposed in the right-of-way. Delays in receiving VDOT approval may result in delays for the construction or acceptance of the water or sewer lines.

**9. ADDITIONAL REQUIREMENTS**

- ☒ Contractor submits shop drawings to the Authority for review and approval.
  - Other items may be required including but not limited to easements, permits, etc.

**DEVELOPER PROJECT CHECKLIST****10 INSPECTION FEES**

- ☒ Developer submits payment of the Inspection Fees prior to the issuance of the certificate to construct, calculated as follows:
  - Inspection Fees are assessed at the current rates per foot of waterline, and per foot of sewer line.
  - Bacterial testing fees are assessed at the current rate charged by testing labs to the Authority, based upon 2 tests per 1,000 linear feet of waterline.
  - Flushing fee is equal to the volume of water contained in said system multiplied by 4, charged at the current water billing rate.
  - Filling fee for testing Force Mains: Filling fee is equal to the volume of water contained in the force main system during testing, charged at the current water billing rate.

**11. CERTIFICATE TO CONSTRUCT**

- ☒ Authority Engineering Department submits the Certificate to Construct (C2C) to the Authority field representatives for final approval.

**12. SURVEY / STAKE-OUT**

- ☒ The design engineer performs a survey and stakes out the waterline, sewer line, and proposed edge of pavement prior to construction commencing.
  - Waterlines are to be surveyed with a maximum spacing of 100 feet between stakes, including staking at any bends.
  - Sewer lines are to be surveyed with staking at each manhole location.
  - Surveying is to be performed by a licensed surveyor with a notice submitted by the surveyor or surveying company upon completion verifying what has been surveyed along with the date of survey.

**PHASE 2 – CONSTRUCTION****13. SITE GRADING**

- ☒ Grading contractor constructs the proposed road to within 6-inches of final sub-grade. Survey stakes for the roadway are to be set by a licensed surveyor and shall verify that sub-grade has been established. Some flexibility may be permitted for installations of gravity sewer.

**14. PRE-CONSTRUCTION**

- ☒ Developer/Contractor schedules a pre-construction conference with the Authority's field representative(s).

**15. EXECUTED CERTIFICATE TO CONSTRUCT**

- ☒ C2C is issued to the Developer/Contractor by the Authority field representative upon site approval determined at the pre-construction conference.

**DEVELOPER PROJECT CHECKLIST****16. PARCEL SIGNUP FEES**

- ☒ Plat and design plans are submitted to Customer Service Department with Certificate to Construct to allow for the acceptance of applicable New Customer Fees for parcel hook-ups to builders and/or property owners.

**17. CONSTRUCTION STARTS**

- ☒ Developer/Contractor notifies Authority of anticipated start date at least three working days in advance and prior to construction.
  - The Authority reserves the right to reject any and all infrastructure that may be constructed prior to the issuance of the Certificate to Construct or without the Authority's oversight.
  - The Contractor is required to arrange for an Authority representative to be on-site at the beginning of any water/sewer construction project.
  - The Contractor is required to have the latest Authority Master Specifications on site at all times. The Authority reserves the right to reject infrastructure constructed without this documentation on site.
  - The latest edition of the Authority Master Specifications shall serve as the standard for water/sewer construction practices in Bedford County. Any changes required by the Authority or noted deficiencies during construction shall be corrected by the Contractor.
  - Construction may be halted at any time if the Developer/Contractor fails to comply with any of the requirements set forth by the Agreement and associated documents.

**18. SERVICES**

- ☒ Property corners, property lines, and applicable easements are staked by a licensed surveyor for proper location of the meter settings and sewer service laterals.
- ☒ Sewer laterals and meter bases are set and constructed by the Contractor according to the locations shown on the approved design plans. All lots within the development are to be provided with meter bases and sewer laterals where appropriate.

**DEVELOPER PROJECT CHECKLIST****19. TESTING**

- ☒ The contractor shall schedule with the Authority's field representative at least three working days in advance (after construction is complete) for pressure testing and/or air & vacuum testing.
- ☒ Soil compaction tests are performed by a third party with the results being submitted to the Authority for review. The Authority's field representative shall administer the scheduling of all compaction tests.
- ☒ (WATER) Pressure tests are performed by the Contractor and approved by the Authority's field representative upon satisfactory test results as per Authority Master Specifications.
- ☒ (WATER) Bacteriological tests are performed by the Authority.
- ☒ (SEWER) Air/vacuum tests are performed by the Contractor and approved by the Authority's field representative upon satisfactory test results as per Authority Master Specifications.
- ☒ Other tests may be required to ensure that installation, materials, etc. is in accordance with the Authority Master Specifications as prescribed in the Agreement.

**20. PROJECT COMPLETION**

- ☒ Authority Utility Locator schedules walk through after receiving Contractor Mark-ups to mark and verify trace wire and Omni Marker installations, and Engineering Department notifies Developer and Engineer of scheduled date.
- ☒ Developer and/or Engineer are responsible for scheduling survey of the utilities immediately following the Authority Utility Locator's scheduled walk through and trace wire verification. If proper scheduling is not arranged, and Utility Locator's marks are no longer present upon time of survey for as-built drawings, the Developer and/or Engineer are responsible for having the lines located and marked with proper locating equipment.
- ☒ Authority's field representative conducts a substantial completion walk-thru and issues a project punch-list to the Contractor.
- ☒ Punch-list items are completed by the Contractor and verified by the Authority in a final completion inspection.
- ☒ The waterline is verified to be the minimum required distance from the edge of pavement. Asphalt base is required to be in place for distance verification.
- ☒ Field drawings and field notes are reviewed with the Authority's field representative for correctness and accuracy.
- ☒ Field drawings and field notes are submitted by the Contractor to the Developer and/or the design engineer for inclusion in the as-built drawings.



**DEVELOPER PROJECT CHECKLIST****PHASE 3 – PROJECT CLOSEOUT****21. LETTER OF WARRANTY**

- ☒ The Contractor submits a Letter of Warranty for materials and workmanship, and a draft of as-built drawings to the Authority.

**22. DESIGN FILES / AS-BUILT DRAWINGS**

- ☒ The Developer/design engineer submits surveyed as-built drawings to the Authority per the Authority's Surveyed As-Built Requirements. The contractor mark-ups need to be submitted from the Engineer with the first submittal of As-Built.
- ☒ AutoCAD and Adobe Acrobat files of the as-built drawings need to be submitted per the Authority Surveyed As-Built Requirements.
- ☒ Water and sewer modeling and/or GIS files to be submitted if available.
- ☒ Authority's field representative reviews drawings for accuracy; if meter information is shown accurately, as-built drawings are forwarded to the Utility Locators and the Maintenance Department.

**23. BILL OF SALE / QUIT CLAIM DEED**

- ☒ The developer submits an executed Bill of Sale / Quit Claim Deed, to the Authority. This needs to be dated after the contractor has been paid in full.
- ☒ Proof of recordation of any and all associated plats and easements.

**24. CERTIFICATE OF COMPLETION**

- ☒ The Project will be accepted into the public system for maintenance and operations upon completion of all requirements as prescribed in the Agreement and this Checklist.
- ☒ A Certificate of Completion with copies of the as-built drawings shall be issued to the Customer Service Department upon approval given by the Authority Engineering, Maintenance, and Operations Departments. A copy of this Certificate and recorded Bill of Sale / Quit Claim Deed will be mailed to the Developer.
- ☒ Final plats and any necessary easements must be recorded and recordation information and/or instrument numbers provided to the Authority prior to the acceptance of the system(s) or issuance of a Certificate of Completion.

**25. WATER SERVICE AVAILABILITY**

- ☒ Upon receipt of the Certificate of Completion, the Customer Service Department will make the determination of the ability to provide meters to the subdivision. See "Procedures for Customer Service Project Acceptance."

**DEVELOPER PROJECT CHECKLIST****26. PROJECT SURETY**

- ☒ The Authority reserves the right to retain the complete surety of 105% construction costs. Should the requirements of the Agreement and associated documents not be met by the Developer within a reasonable time frame, the Authority reserves the right not to release the Developer's surety until all requirements have met the satisfaction of the Authority. Water/sewer service to the development may also be denied.
- ☒ The Authority shall retain surety for a minimum warranty period of one year. This warranty period shall not go into effect until the Authority is in receipt of both the letter of warranty from the Contractor and the Bill of Sale / Quit Claim Deed from the Developer, and the project has been accepted by the Authority.
- ☒ When the warranty period has expired, the surety may be released to the Developer upon written request provided all of the following conditions have been met:
  - The Developer/Contractor has fulfilled all requirements set forth by the Agreement and associated documents.
  - Punch list items from Final Warranty inspection have been corrected.
  - There are at least three (3) residential connections or one (1) commercial connection that have been made to the project.
  - All roadways have been accepted for maintenance by VDOT.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 3.K was added clarifying recorded final plats and easements.
  - 2. Approved April 3, 2015, effective April 22, 2015:
    - a. Section 2.3 was revised to remove reference to Base Project Review Fee.
    - b. Section 2.10 was revised to reflect current costs for bacterial testing fees.
    - c. Section 2.26 was revised to clarify surety retainage.
    - d. References to Inspector were modified to Authority's field representative.
  - 3. Approved TBD, effective TBD:
    - a. Section 2 , PHASE 1.2, Review Fees was replaced with Plan Review Fees
    - b. Section 2 , PHASE 1.3, Review Fees was replaced with Plan Review Fees
    - c. Section 2, Phase 1.5 Re-review Fee was replaced with Extended Review Fee
    - d. Section 3 General notes were incorporated into overall checklist with minor modifications and clarifications made throughout the checklist.

**DEVELOPER PROJECT CHECKLIST – NOT AUTHORITY OWNED**

**Section 1. PURPOSE**

This policy is to explain the review process that the Bedford Regional Water Authority (“Authority”) utilizes for water and sewer developer projects being planned outside the service areas of the Authority that will not become part of the Authority’s system.

**Section 2. PROJECT CHECKLIST**

The checklist that will be utilized by the Authority for the review of the project will be similar to that which is shown below.

**PHASE 1 – REVIEW/DESIGN**

<b>1.</b>	<b>PRELIMINARY REVIEW</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Initial plans are submitted for review along with the Base Project Review Fee.</li> <li><input checked="" type="checkbox"/> Bedford Regional Water Authority (“Authority”) performs a preliminary review of the site plan of the proposed development.</li> <li><input checked="" type="checkbox"/> Water/sewer plans are submitted for review to the Authority by the Developer’s design engineer.</li> </ul>
<b>2.</b>	<b>DEVELOPER PACKAGE</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Developer package, including assessment of review and inspection fees (Project Fees), is mailed to developer.</li> <li>• The developer package includes the following documents: <ul style="list-style-type: none"> <li>• Cover Letter (including assessment of Project Fees)</li> <li>• Review Schedule and Process Guidelines</li> <li>• Developer Project Checklist</li> <li>• Developer Agreement</li> <li>• Surveyed As-Built Requirements</li> <li>• Comments generated from the initial review of the water/sewer design plans are included with the developer package.</li> </ul> </li> </ul>
<b>3.</b>	<b>REVIEW FEES</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Developer submits an executed Developer Agreement to the Authority including payment of Review Fees.</li> <li>• Review Fees are assessed at the current rates per foot of waterline 3-inches in diameter and greater, and per foot of sewer line (service laterals are excluded).</li> <li>• Base Project Review Fee is credited toward the water and/or sewer Review Fees.</li> <li>• Inspection Fees must be paid prior to the issuance of the certificate to construct (see item 8 below), but can also be paid at the same time as the review fees.</li> </ul>

**DEVELOPER PROJECT CHECKLIST – NOT AUTHORITY OWNED**

<b>4.</b>	<b>PLAN REVISIONS</b> <input checked="" type="checkbox"/> Authority releases additional comments, clarifications, etc. to Developer and/or design engineer (if applicable).
<b>5.</b>	<b>PLAT APPROVAL</b> ( <i>See General Note B</i> ) <input checked="" type="checkbox"/> Final plat for the subdivision must be approved and signed by all applicable County entities. <input checked="" type="checkbox"/> Any necessary easements for the project are identified and included on the plat. Where platting is not necessary, proof of easement will be required.
<b>6.</b>	<b>PLAN APPROVAL</b> ( <i>See General Note B</i> ) <input checked="" type="checkbox"/> Final water/sewer design plans are reviewed by the Inspection and Maintenance departments in the presence of the design engineer when available. Any additional comments generated are submitted to the Developer and/or design engineer. <input checked="" type="checkbox"/> Water/sewer design plans are approved by the Authority for construction.
<b>7.</b>	<b>ADDITIONAL REQUIREMENTS</b> <input checked="" type="checkbox"/> Contractor submits shop drawings to the Authority for review and approval. <input checked="" type="checkbox"/> Other items may be required including but not limited to easements, permits, etc.
<b>8</b>	<b>INSPECTION FEES</b> <input checked="" type="checkbox"/> Developer submits payment of the inspection fees prior to the issuance of the certificate to construct; the fees are calculated as follows: <ul style="list-style-type: none"> <li>• Inspection Fees are assessed at the current rates per foot of waterline, and per foot of sewer line.</li> <li>• Bacterial testing fees: \$50.00 per 1,000 linear feet of waterline; Flushing fee is equal to the volume of water contained in said system multiplied by 4, charged at the current water billing rate.</li> <li>• Filling fee for testing Force Mains: Filling fee is equal to the volume of water contained in the force main system during testing, charged at the current water billing rate.</li> </ul>
<b>9.</b>	<b>CERTIFICATE TO CONSTRUCT</b> <input checked="" type="checkbox"/> Authority Engineering Department submits the Certificate to Construct (“C2C”) to the Authority Inspection Team for final approval.
<b>10.</b>	<b>SURVEY / STAKE-OUT</b> <input checked="" type="checkbox"/> The design engineer performs a survey and stakes out the waterline, sewer line, and proposed edge of pavement prior to construction commencing. Waterlines are to be surveyed with a maximum spacing of 100 feet between stakes, including staking at any bends. Sewer lines are to be surveyed with staking at each manhole location. Surveying is to be performed by a licensed surveyor with a notice submitted by the surveyor or surveying company upon completion verifying what has been surveyed along with the date of survey.

**DEVELOPER PROJECT CHECKLIST – NOT AUTHORITY OWNED**

**PHASE 2 – CONSTRUCTION**

<b>11.</b>	<b>SITE GRADING</b> <input checked="" type="checkbox"/> Grading contractor constructs the proposed road to within 6-inches of final sub-grade. Survey stakes for the roadway are to be set by a licensed surveyor and shall verify that sub-grade has been established. Some flexibility may be permitted for gravity sewer.
<b>12.</b>	<b>PRE-CONSTRUCTION</b> <input checked="" type="checkbox"/> Developer/Contractor schedules a pre-construction conference with the Authority Inspector(s).
<b>13.</b>	<b>EXECUTED CERTIFICATE TO CONSTRUCT</b> <input checked="" type="checkbox"/> C2C is issued to the Developer/Contractor by the Authority Inspector upon site approval determined at the pre-construction conference.
<b>14.</b>	<b>CONSTRUCTION STARTS</b> <input checked="" type="checkbox"/> Developer/Contractor notifies Authority Inspector of anticipated start date at least three working days in advance and prior to construction.
<b>15.</b>	<b>TESTING</b> <input checked="" type="checkbox"/> The contractor shall schedule with the Authority Inspector at least three working days in advance (after construction is complete) for pressure testing and/or air & vacuum testing. <input checked="" type="checkbox"/> Soil compaction tests are performed by a third party with the results being submitted to the Authority for review. The Contractor shall administer the scheduling of all compaction tests so that the Authority Inspector may be present during testing. <input checked="" type="checkbox"/> (WATER) Pressure tests are performed by the Contractor and approved by the Authority Inspector upon satisfactory test results as per Authority Master Specifications. <input checked="" type="checkbox"/> (WATER) Bacteriological tests are performed by the Developer or the Developer's Authorized Agent with the results being submitted to the Authority for review. (SEWER) Air/vacuum tests are performed by the Contractor and approved by the Authority Inspector upon satisfactory test results as per Authority Master Specifications. <input checked="" type="checkbox"/> Other tests may be required to ensure that installation, materials, etc. is in accordance with the AUTHORITY Master Specifications as prescribed in the Agreement.
<b>16.</b>	<b>PROJECT COMPLETION</b> <input checked="" type="checkbox"/> Authority Utility Locator schedules walk through to verify proper trace wire installation, and Engineering Department notifies Developer and Engineer of scheduled date. (See General Note I) <input checked="" type="checkbox"/> Authority Utility Locator marks water / sewer lines during verification of trace wire. <input checked="" type="checkbox"/> Inspector conducts a substantial completion walk-thru and issues a project punch-list to the Contractor.

**DEVELOPER PROJECT CHECKLIST – NOT AUTHORITY OWNED**

	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Punch-list items are completed by the Contractor and verified by the Inspector in a final completion inspection.</li> <li><input checked="" type="checkbox"/> The waterline is verified to be the minimum required distance from the edge of pavement. Asphalt base is required to be in place for distance verification.</li> <li><input checked="" type="checkbox"/> Field drawings and field notes are reviewed with the Inspector for correctness and accuracy.</li> <li><input checked="" type="checkbox"/> Field drawings and field notes are submitted by the Contractor to the Developer and/or the design engineer for inclusion in the as-built drawings.</li> </ul>
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**PHASE 3 – PROJECT CLOSEOUT**

<p><b>17.</b></p>	<p><b>DESIGN FILES / AS-BUILT DRAWINGS</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The Developer/design engineer submits surveyed as-built drawings to the Authority per the Authority's Surveyed As-Built Requirements.</li> <li><input checked="" type="checkbox"/> AutoCAD and Adobe Acrobat files of the as-built drawings need to be submitted per the Authority's Surveyed As-Built Requirements.</li> <li><input checked="" type="checkbox"/> Inspector reviews drawings for accuracy.</li> </ul>
<p><b>18.</b></p>	<p><b>CERTIFICATE OF COMPLETION</b> <i>(See General Note J)</i></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> A Certificate of Completion will be mailed to the Developer upon completion of all requirements as prescribed in the Agreement and this Checklist.</li> </ul>

**Section 3. GENERAL NOTES:**

- A. In certain situations the Authority will enter into Agreements with Developers to offset some costs if linework has been built in excess of what their development requires. Any such Agreement is entered into at the discretion of the Authority Board of Directors, and must be done prior to the commencement of construction.
- B. General notes on the plan sheets shall be consistent and reflected in the plans and design. Plats and utility plans shall reflect each other prior to plan approval of either plan. Alignment changes made to plan sheets should be reflected in the overall site map submitted with the utility plans.
- C. The Authority has the authority to halt construction and order pipe and appurtenances to be removed if construction begins prior to the issuance of the Certificate to Construct.
- D. The Contractor is required to arrange for a Authority Inspector to be on-site at the beginning of any water/sewer construction project.
- E. The Contractor is required to have the latest Authority Master Specifications on-site at all times. Construction may be halted until this documentation is on-site and verified by the Inspector.

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#### DEVELOPER PROJECT CHECKLIST – NOT AUTHORITY OWNED

- F. Construction may be halted at any time if the Developer/Contractor fails to comply with any of the requirements set forth by the Agreement and associated documents.
- G. The Authority works closely with VDOT on projects where utilities are proposed in the right-of-way. Delays in receiving VDOT approval may result in delays for the construction or acceptance of the water or sewer lines.
- H. The latest edition of the Authority Master Specifications shall serve as the standard for water/sewer construction practices in Bedford County. Any changes required by the Inspector or noted deficiencies during construction shall be corrected by the Contractor.
- I. Developer and/or Engineer are responsible for scheduling survey of the utilities immediately following the Authority Utility Locator's scheduled walk through and trace wire verification. If proper scheduling is not arranged, and Utility Locator's marks are no longer present upon time of survey for as-built drawings, the Developer and/or Engineer are responsible for having the lines located and marked with proper locating equipment.
- J. Final plats and any necessary easements must be recorded prior to the acceptance of the system(s). Recordation information and/or instrument numbers must be provided to the Authority prior to the issuance of a Certificate of Completion.

#### **Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 3.J was added clarifying recorded final plats and easements.



## FIRE FLOW METER VAULT CHECKLIST

### Section 1. PURPOSE

This policy is to explain the review process that the Bedford Regional Water Authority (“Authority”) utilizes for fire flow meter vault projects planned within the service areas of the Authority.

### Section 2. FIRE FLOW METER VAULT CHECKLIST

The checklist that will be utilized by the Authority for the review of the project will be similar to that which is shown below.

#### A. PHASE 1 – REVIEW/DESIGN

<b>1.</b>	<b>PRELIMINARY REVIEW</b> <input checked="" type="checkbox"/> Initial plans are submitted for review along with the Base Project Review Fee. <input checked="" type="checkbox"/> Bedford Regional Water Authority (“Authority”) performs a preliminary review of the site plan showing the proposed fire flow meter vault (FFMV) location. Comments generated from this review will be forwarded at the Bedford County Planning Department’s monthly Technical Review Committee meeting.
<b>2.</b>	<b>DESIGN FLOW DEMANDS</b> <input checked="" type="checkbox"/> Domestic demands and fire flow demands are submitted to the Authority.
<b>3.</b>	<b>DEVELOPER PACKAGE</b> <input checked="" type="checkbox"/> Developer package is sent to the developer <input checked="" type="checkbox"/> Preliminary sizes of the fire and domestic meters are included with the developer package. <input checked="" type="checkbox"/> The developer package includes the following documents: <ul style="list-style-type: none"> <li>• Cover Letter</li> <li>• Review Schedule and Process Guidelines</li> <li>• Fire Flow Meter Vault Checklist</li> <li>• Developer Agreement</li> <li>• (Sample) Irrevocable Letter of Credit</li> <li>• (Sample) Bedford Regional Water Authority Water and Sewer Projects – Developer Performance Bond</li> <li>• BRWA Standard Detail FM-1 Fire Flow Meter Installation</li> <li>• BRWA Standard Detail FM-2 Fire Flow Meter Vault External Bypass</li> <li>• List of Approved Contractors for Fire Flow Meter Vault Construction</li> </ul>
<b>4.</b>	<b>REVIEW FEES</b> <input checked="" type="checkbox"/> Developer pays applicable FFMV Review and Inspection Fees to the Authority and submits an executed Developer Agreement (further referenced as the Agreement).
<b>5.</b>	<b>CONTRACTOR SELECTION</b> <input checked="" type="checkbox"/> Developer selects Authority approved contractor for FFMV installation.

**FIRE FLOW METER VAULT CHECKLIST**

<b>6.</b>	<b>SURETY</b> <input checked="" type="checkbox"/> Developer provides Authority with surety in the form of a letter of credit, performance bond, or cashier's check as outlined in the Agreement.
<b>7.</b>	<b>PLAN REVISIONS</b> <input checked="" type="checkbox"/> Authority releases additional comments, clarifications, etc. to Developer and/or design engineer (if applicable). <input checked="" type="checkbox"/> Extended Plan Review Fee needs to be submitted with third submittal and beyond.
<b>8.</b>	<b>PLAN APPROVAL</b> <input checked="" type="checkbox"/> Site plan showing an approved location and easement for the FFMV is approved by the Authority for construction.
<b>9.</b>	<b>ADDITIONAL REQUIREMENTS</b> <input checked="" type="checkbox"/> Contractor submits shop drawings to the Authority for review and approval. <input checked="" type="checkbox"/> Other items may be required including but not limited to easements, permits, etc.
<b>10.</b>	<b>PARCEL SIGNUP FEES</b> <input checked="" type="checkbox"/> Design plans and meter sizing information is submitted by Developer to the Authority's Customer Service Department to determine the New Customer Fees. All applicable New Customer Fees must be paid prior to water being turned on to the meter.
<b>11.</b>	<b>CERTIFICATE TO CONSTRUCT</b> <input checked="" type="checkbox"/> Authority Engineering Department submits the Certificate to Construct (C2C) to the Authority field representative(s) for final approval.
<b>12.</b>	<b>SURVEY / STAKE-OUT</b> <input checked="" type="checkbox"/> The design engineer performs a survey and stakes out the FFMV prior to construction commencing. Surveying is to be performed by a licensed surveyor with a notice submitted by the surveyor or surveying company upon completion verifying what has been surveyed along with the date of survey.

**B. PHASE 2 – CONSTRUCTION**

<b>13.</b>	<b>SITE GRADING</b> <input checked="" type="checkbox"/> Grading contractor performs site grading to within 6-inches of final sub-grade and a licensed surveyor and shall verify that sub-grade has been established.
<b>14.</b>	<b>PRE-CONSTRUCTION</b> <input checked="" type="checkbox"/> Developer/Contractor schedules a pre-construction conference with the Authority field representative(s).
<b>15.</b>	<b>EXECUTED CERTIFICATE TO CONSTRUCT</b> <input checked="" type="checkbox"/> C2C is issued to the Developer/Contractor by the Authority upon site approval determined by the pre-construction conference.

**FIRE FLOW METER VAULT CHECKLIST**

<b>16.</b>	<b>CONSTRUCTION STARTS</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Developer/Contractor notifies Authority of anticipated start date at least three working days in advance and prior to construction.</li> <li><input checked="" type="checkbox"/> The Authority may halt construction and require pipe and appurtenances to be removed if construction begins prior to the issuance of the Certificate to Construct.</li> <li><input checked="" type="checkbox"/> Construction may be halted at any time if the Developer/Contractor fails to comply with any of the requirements set forth by the Agreement and associated documents.</li> <li><input checked="" type="checkbox"/> The Contractor is required to arrange for an Authority field representative to be on-site at the beginning of any FFMV construction project.</li> <li><input checked="" type="checkbox"/> The Contractor is required to have the latest Authority Master Specifications on-site at all times. Construction may be halted until this documentation is on-site and verified by the Authority's field representative.</li> <li><input checked="" type="checkbox"/> The latest edition of the Authority Master Specifications shall serve as the standard for water/sewer construction practices in Bedford County. Any changes required by the Authority or noted deficiencies during construction shall be corrected by the Contractor.</li> </ul>
<b>17.</b>	<b>TESTING</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The contractor shall give notice to the Authority's field representative at least three working days in advance (after the FFMV is complete) prior to pressure testing.</li> <li><input checked="" type="checkbox"/> Pressure tests are performed by the Contractor and approved by the Authority's field representative upon satisfactory test results as per Authority Master Specifications.</li> <li><input checked="" type="checkbox"/> Bacterial tests are performed by the Authority.</li> <li><input checked="" type="checkbox"/> Other tests may be required to ensure that installation, materials, etc. is in accordance with the Authority Master Specifications as prescribed in the Agreement</li> </ul>
<b>18.</b>	<b>PROJECT COMPLETION</b> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Authority Utility Locator schedules walk through to verify proper trace wire and Omni Marker installations, and Engineering Department notifies Developer and Engineer of scheduled date.</li> <li><input checked="" type="checkbox"/> Authority Utility Locator marks lines during verification of trace wire and Omni Markers.</li> <li><input checked="" type="checkbox"/> Authority's field representative conducts a substantial completion walk-thru and issues a project punch-list to the Contractor.</li> <li><input checked="" type="checkbox"/> Punch-list items are completed by the Contractor and verified by the Authority in a final completion inspection.</li> <li><input checked="" type="checkbox"/> Field drawings and field notes are reviewed with the Authority's field representative for correctness and accuracy.</li> <li><input checked="" type="checkbox"/> Field drawings and field notes are submitted by the Contractor to the Developer and/or the design engineer for inclusion in the as-built drawings.</li> </ul>

**FIRE FLOW METER VAULT CHECKLIST**

**C. PHASE 3 – PROJECT CLOSEOUT**

<b>19.</b>	<p><b>LETTER OF WARRANTY</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The Contractor submits a Letter of Warranty for materials and workmanship, and a draft of as-built drawings to the Authority.</li> <li><input checked="" type="checkbox"/> The Authority shall retain the complete surety for a warranty period of one year. This warranty period shall not go into effect until the Authority is in receipt of both the letter of warranty from the Contractor and the Bill of Sale / Quit Claim Deed from the Developer, and the project has been deemed complete by the Authority.</li> <li><input checked="" type="checkbox"/> When the warranty period has expired the surety shall be released to the Developer upon written request provided the following conditions have been met: <ul style="list-style-type: none"> <li>• The Developer/Contractor has fulfilled all requirements set forth by the Agreement and associated documents.</li> <li>• Punch list items from Final Warranty inspection have been corrected.</li> </ul> </li> </ul>
<b>20.</b>	<p><b>AS-BUILT DRAWINGS</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The Developer/design engineer submits surveyed as-built drawings to the Authority per the Authority's Surveyed As-Built Requirements.</li> <li><input checked="" type="checkbox"/> AutoCAD and Adobe Acrobat files of the as-built drawings and other associated files need to be submitted per the Authority's Surveyed As-Built Requirements.</li> <li><input checked="" type="checkbox"/> Authority's field representative reviews drawings for accuracy; if information is shown accurately, as-built drawings are forwarded to the Utility Locators and the Maintenance Department.</li> </ul>
<b>21.</b>	<p><b>BILL OF SALE / QUIT CLAIM DEED</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The developer submits an executed Bill of Sale / Quit Claim Deed, included in the Developer Package, to the Authority. This needs to be dated after the contractor has been paid in full.</li> <li><input checked="" type="checkbox"/> Proof of recordation of any and all associated plats and easements.</li> </ul>
<b>22.</b>	<p><b>CERTIFICATE OF COMPLETION</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The FFMV will be accepted into the public system for maintenance and operations upon completion of all requirements as prescribed in the Agreement.</li> <li><input checked="" type="checkbox"/> A Certificate of Completion with copies of the as-built drawings shall be issued to the Customer Service Department upon approval given by the Authority Engineering, Maintenance, and Operations Departments and water will be made available to the site through the FFMV. A copy of this Certificate will be mailed to the Developer.</li> <li><input checked="" type="checkbox"/> Final plats and any necessary easements must be recorded prior to the acceptance of the system(s). Recordation information and/or instrument numbers must be provided to the Authority prior to the issuance of a Certificate of Completion.</li> </ul>

### FIRE FLOW METER VAULT CHECKLIST

<b>23.</b>	<p><b>PROJECT SURETY</b></p> <p><input checked="" type="checkbox"/> The Authority reserves the right to retain the complete surety of 105% construction costs. Twelve months after the Authority has accepted the project for service, the surety may be released to the Developer upon written request.</p> <p><input checked="" type="checkbox"/> Should the requirements of the Agreement and associated documents not be met by the Developer within a reasonable time frame, the Authority reserves the right not to release the Developer's surety until all requirements have met the satisfaction of the Authority. Water service to the FFMV may also be denied.</p>
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### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 3.J was added clarifying recorded final plats and easements.
  2. Approved April 3, 2015, effective April 22, 2015:
    - a. References to Inspector were modified to Authority's field representative.
  3. Approved October 4, 2022, effective October 4, 2022:
    - a. Fee designations were updated throughout to match the Rates and Rate Information policies.
    - b. Section 3 General notes were incorporated into overall checklist with minor modifications and clarifications made throughout the checklist.
    - c. Section 2.A.2: Revised references to calculations to reflect flow demands.
    - d. Section 2.A.3: Developer package documents were updated.
    - e. Section 2.A.10: Added PARCEL SIGNUP FEES in its entirety
    - f. Section 2.A.12: Added SURVEY /STAKE-OUT in its entirety
    - g. Section 2.B.13: Added SITE-GRADING in its entirety
    - h. Section 2.B.18: Added verification of Omni Markers to PROJECT COMPLETION
    - i. Section 2.C.20: Revised to reference Surveyed As-Built Requirements.

**DEVELOPER AGREEMENT – INDIVIDUAL CONNECTION****Section 1. PURPOSE**

This Agreement is necessary for developments proposing to construct an individual water and/or sewer connection to the Bedford Regional Water Authority's ("Authority") system(s).

**Section 2.**

The agreement that will be provided to the developer by the Authority will be similar to that which is shown below.

**DEVELOPERS AGREEMENT  
INDIVIDUAL SERVICE CONNECTIONS**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_; by and between BEDFORD REGIONAL WATER AUTHORITY (hereinafter referred to as the "Authority"); and \_\_\_\_\_ (hereinafter referred to as the "Developer");

**WITNESSETH:**

**WHEREAS** the Developer desires to construct water and/or sanitary sewer connection(s) within Bedford County, Virginia, (hereinafter referred to as the "Project"); and

**WHEREAS** said Project will provide water and/or sanitary sewer service to the following property described as \_\_\_\_\_; and

**WHEREAS** the Developer desires that said Project shall be owned, operated, and maintained by the Authority; and

**WHEREAS** the Developer has caused a drawing of the proposed facilities (hereinafter referred to as the "Plans"); dated \_\_\_\_\_; and

**WHEREAS** the Authority has upon review approved the Plans to be used in construction of the Project on \_\_\_\_\_; and

**WHEREAS** the Authority and the Developer desire that construction of the Project proceed in a timely manner.

**NOW, THEREFORE**, the parties hereby agree as follows:

I. Representations and Warranties by the Developer: The Developer represents and warrants that before the system is conveyed to the Authority he will:

A. Pay all fees required by the then current Rules and Regulations of the Authority. Fees

## DEVELOPER AGREEMENT – INDIVIDUAL CONNECTION

applicable to this agreement are Plan Review and Inspection Fees, assessed at an hourly rate based on actual costs.

- B. Construct the Project according to the approved Plans by using a licensed contractor, \_\_\_\_\_, who has passed a prequalification review by the Authority.
- C. Grant the Authority access at all times to the Project for purposes of inspection, taking of samples, and provide copies of permits, test results, and other information which may be reasonably requested by the Authority.
- D. Provide the Authority one of the following sureties:
- Irrevocable Letter of Credit #: \_\_\_\_\_
- Performance Bond #: \_\_\_\_\_
- Cashier's Check #: \_\_\_\_\_
- (A Cashier's Check is permitted when value of surety does not exceed \$10,000)
- as issued by \_\_\_\_\_
- and in the amount of \$ \_\_\_\_\_
- ( \_\_\_\_\_ )
- (the amount written out in words)
- which guarantees completion of the Project according to the plans. Surety amount shall be equivalent to the estimated construction cost, but not less than \$1000.
- E. Be solely responsible for the costs for the design, construction, easement acquisition, and other related costs associated with the Project.
- F. Be solely responsible for adhering to all items listed on the Developer Checklist – Individual Connections as appropriate, prior to receipt of a Certificate of Completion, hence prior to receiving service to the development.
- G. Submit to the Authority a Contractor's warranty against defects in materials and workmanship which is valid for a period of one (1) year from date of final completion. A portion of the surety may be held until the satisfactory completion of the warranty period.

It is understood by the Developer and Authority that if satisfactory progress is not made towards the completion of the items listed in Paragraph I, Section A through G, the Authority may deny service or assess any damages to the Developer's customer account.

- II. The Developer does hereby undertake and bind himself upon receipt of notice of final



## DEVELOPER AGREEMENT – INDIVIDUAL CONNECTION

- approval to convey to the Authority with General Warranty and English Covenants of Title, free and clear of all liens and encumbrances, all of his right, title, and interest in and to the Project as described in the Plans, with such interests in real estate as shall, in the opinion of the Authority and its council, be reasonably necessary for the operation and maintenance of the Project for the provision of water and sewer services.
- III. The Authority upon conveyance of the Project by the Developer shall undertake to operate the Systems constructed in the Project, install meters, and to provide utility services in compliance with its published Rates and Regulations and other established operating procedures.
- IV. Miscellaneous:
- A. This agreement shall be binding upon the successors and assigns of the parties hereto. It is expressly understood and agreed by and between the parties hereto that the acceptance by the Authority of the documents conveying Developer's interest in the Project does not mere or extinguish the provision hereof. All warranties contained herein shall survive the completion and closing of the transaction contemplated herein.
- B. The Developer shall have the right to assign its rights hereunder to its lender. Developer shall not assign its rights hereunder to any party other than Developer's lender without obtaining the Authority's prior consent in writing, which consent shall not be unreasonably withheld.
- C. The making, execution, and delivery of this agreement have been induced by no representations, statements, warranties, or agreements other than those expressed therein. Unless other agreements, or understandings are attached in an appendix to this agreement and said appendix is identified in Section IV F., this agreement shall embody the entire understanding of the parties hereto and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This agreement may be modified by an agreement of equal formality signed by the parties hereto as their duly authorized officers or representatives.
- D. Neither this instrument, nor any other documents or oral communication should be construed as a reservation or allocation of water and/or sanitary sewer capacity for this



**DEVELOPER AGREEMENT – INDIVIDUAL CONNECTION**

particular project. The Authority cannot reserve or allocate capacity for a particular owner or project unless and until the applicable Authority Capital Recovery Fees have been paid in full. Projects shall be given priority according to the order in which the requisite Capital Recovery Fees are paid.

- E. This agreement shall be governed in its entirety by the laws of the Commonwealth of Virginia.
- F. Attached as part of this agreement are: Developer Checklist for Individual Connections, and Sample Sureties.

**IN WITNESS WHEREOF**, the following signatures:

**BEDFORD REGIONAL WATER AUTHORITY**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

of Bedford Regional Water Authority, on behalf of the Authority.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DEVELOPER**

By: \_\_\_\_\_ (seal)

STATE OF VIRGINIA, County of Bedford, to-wit  
The foregoing Agreement was acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name), \_\_\_\_\_ (title)

**DEVELOPER AGREEMENT – INDIVIDUAL CONNECTION**

of \_\_\_\_\_(company)

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022.
  - 2. Section 2.I.A 'Review Fee' was replaced with 'Plan Review Fee'
    - a. Section 2.I.F: Added paragraph 2.I.F in its entirety.
    - b. Section 2.IV.D: 'facility fees' was replaced with 'Capital Recovery Fees'
    - c. Section 2.IV.F: Bill of Sale and Quitclaim Deed and Sample Letter of Warranty have been removed from the attachments list.

## DEVELOPER PROJECT CHECKLIST – INDIVIDUAL CONNECTIONS

### Section 1. PURPOSE

This policy is to explain the process that the Bedford Regional Water Authority (“Authority”) utilizes for customers choosing to construct their own individual water and sewer connections within the service areas of the Authority. This policy applies to water connections smaller than six-inches in diameter, gravity sewer connections less than or equal to six-inches in diameter, and low pressure sewer force main connections less than or equal to two-inches in diameter; located on water and sewer mains smaller than twelve-inches in diameter.

### Section 2. PROJECT CHECKLIST

The checklist that will be utilized by the Authority for the review of the project will be similar to that which is shown below.

<b>1.</b>	<b>CUSTOMER SIGN-UP</b> <input checked="" type="checkbox"/> Customer pays all applicable fees for service, including Capital Recovery Fees, Application Fees, and Deposits for water and/or sewer service. <input checked="" type="checkbox"/> Customer expresses desire to construct water and/or sewer connection on their own, utilizing a contractor qualified by the Authority.
<b>2.</b>	<b>DEVELOPER PACKAGE</b> <input checked="" type="checkbox"/> Developer package is given to Customer. <ul style="list-style-type: none"> <li>• The developer package includes the following documents:               <ul style="list-style-type: none"> <li>• Developer Project Checklist – Individual Connections</li> <li>• Developer Agreement – Individual Connections</li> <li>• (Sample) Irrevocable Letter of Credit</li> <li>• (Sample) Bedford Regional Water Authority Water and Sewer Projects – Developer Performance Bond</li> </ul> </li> </ul>
<b>3.</b>	<b>PLAN SUBMITTAL</b> <input checked="" type="checkbox"/> A drawing is submitted to the Engineering Department for review and approval of the work to be performed, adequately providing the following information: <ul style="list-style-type: none"> <li>• Location of water and sewer connections in relation to the existing water and sewer lines and existing property lines</li> <li>• Water and/or sewer connection sizes, including meter size</li> <li>• Right-of-way line and any existing easements in the area of the connections</li> <li>• If site is associated with a County site plan, connection information must match between the drawing provided and the site plan, or an approved site plan may be used in lieu of a separate drawing.</li> <li>• Easements must be provided as part of plan submittal if connections are proposed outside of the County Right-of-Way or appropriate existing easements</li> <li>• The Authority works closely with VDOT on projects where utilities are proposed in the right-of-way. Delays in receiving VDOT approval may result in delays for the construction or acceptance of the water or sewer lines.</li> </ul>

**DEVELOPER PROJECT CHECKLIST – INDIVIDUAL CONNECTIONS**

<b>4.</b>	<b>PERMITS</b> <input checked="" type="checkbox"/> Customer is responsible for obtaining necessary permits to perform construction. Permits that may be necessary include, but may not be limited to, the following: <ul style="list-style-type: none"> <li>• VDOT Land Use Permit</li> <li>• County Erosion &amp; Sediment Control Land Disturbing Permit</li> </ul>
<b>5.</b>	<b>DEVELOPER AGREEMENT EXECUTED</b> <input checked="" type="checkbox"/> Customer submits an executed Developer Agreement listing the contractor who will be performing the installation.
<b>6.</b>	<b>SURETY</b> <input checked="" type="checkbox"/> Customer provides Authority with surety in the form of a letter of credit, performance bond, or cashier's check as outlined in the Agreement. Surety shall be the greater of the amount of the estimated construction costs or \$1000. <ul style="list-style-type: none"> <li>• Should the requirements of the Agreement and associated documents not be met by the Customer within a reasonable time frame, the Authority reserves the right not to release the Customer's surety until all requirements have met the satisfaction of the Authority. Water/sewer service to the development may also be denied.</li> </ul>
<b>7.</b>	<b>CONTRACTOR SUBMITTALS</b> <input checked="" type="checkbox"/> Contractor submits a full listing of the materials to be installed as part of the water and/or sewer connection for Authority approval.
<b>8.</b>	<b>PRE-CONSTRUCTION</b> <input checked="" type="checkbox"/> Contractor schedules a pre-construction conference with the Authority's field representative.
<b>9.</b>	<b>CERTIFICATE TO CONSTRUCT ('C2C')</b> <input checked="" type="checkbox"/> Upon the above items being received and approved, the C2C is issued to the Contractor by the Authority's field representative at the pre-construction conference.
<b>10.</b>	<b>CONSTRUCTION STARTS</b> <input checked="" type="checkbox"/> Contractor notifies Authority of anticipated start date at least three working days in advance and prior to construction. <ul style="list-style-type: none"> <li>• The Contractor is required to arrange for an Authority field representative to be on-site at the beginning of any water/sewer construction project.</li> <li>• The Authority has the authority to halt construction and order pipe and appurtenances to be removed if construction begins prior to the issuance of the Certificate to Construct.</li> </ul>
<b>11.</b>	<b>SERVICES</b> <input checked="" type="checkbox"/> Property corners, property lines, and applicable easements are located for proper location of the meter settings and sewer service laterals. <input checked="" type="checkbox"/> Sewer lateral and meter base are set and constructed by the Contractor according to the locations shown on the approved drawing.

**DEVELOPER PROJECT CHECKLIST – INDIVIDUAL CONNECTIONS**

<b>12.</b>	<b>PROJECT COMPLETION</b> <input checked="" type="checkbox"/> Authority's field representative verifies that construction is completed in accordance with the submitted plan and Authority standards and Master Specifications. <ul style="list-style-type: none"> <li>• The Contractor is required to have the latest Authority Master Specifications on-site at all times. Construction may be halted until this documentation is on-site and verified by the Authority.</li> <li>• Construction may be halted at any time if the Customer/Contractor fails to comply with any of the requirements set forth by the Agreement and associated documents.</li> <li>• The latest edition of the Authority Master Specifications shall serve as the standard for water/sewer construction practices in Bedford County. Any changes required by the Authority or noted deficiencies during construction shall be corrected by the Contractor.</li> </ul>
<b>13</b>	<b>Plan REVIEW AND INSPECTION FEES</b> <input checked="" type="checkbox"/> Plan Review and Inspection Fees are assessed at current hourly rates for actual time spent on the project. <input checked="" type="checkbox"/> Customer may submit payment of assessed Plan Review and Inspection Fees separately, or may choose to have the fees assessed directly to the corresponding account with the Authority. Any unpaid fees will be assessed directly to the account associated with the connections.
<b>14.</b>	<b>LETTER OF WARRANTY</b> <input checked="" type="checkbox"/> The Contractor submits a Letter of Warranty for materials and workmanship to the Authority.
<b>15.</b>	<b>BILL OF SALE / QUIT CLAIM DEED</b> <input checked="" type="checkbox"/> The Customer submits an executed Bill of Sale / Quit Claim Deed, included in the Developer Package, to the Authority. This needs to be dated after the contractor has been paid in full.
<b>16.</b>	<b>CERTIFICATE OF COMPLETION</b> <i>(See General Note I)</i> <input checked="" type="checkbox"/> The Project will be accepted into the public system for maintenance and operations upon completion of all requirements as prescribed in the Agreement and this Checklist. <input checked="" type="checkbox"/> A Certificate of Completion indicating acceptance shall be issued to the Authority Departments. <ul style="list-style-type: none"> <li>• Final plats and any necessary easements must be recorded prior to the acceptance of the system(s). Recordation information and/or instrument numbers must be provided to the Authority prior to the issuance of a Certificate of Completion.</li> </ul>

**DEVELOPER PROJECT CHECKLIST – INDIVIDUAL CONNECTIONS**

<b>17.</b>	<b>PROJECT SURETY</b> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> The Authority may retain the complete surety for the duration of the warranty period.<ul style="list-style-type: none"><li>• When the warranty period has expired, the surety shall be released to the Customer upon written request provided Customer/Contractor has fulfilled all requirements set forth by the Agreement and associated documents.</li></ul></li></ul>
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**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 3.I was added clarifying recorded final plats and easements.
  2. Approved April 3, 2015, effective April 22, 2015:
    - a. References to Inspector were modified to Authority's field representative.
  3. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 1: Revised applicable connection sizes
    - b. Section 2.1: 'facility fees' was replaced with 'Capital Recovery Fees'
    - c. Section 2.2: Revised sample documents included in the Developer Package to include the Developer Performance Bond and remove the Letter of Warranty and Bill of Sale / Quitclaim Deed.
    - d. Section 2.13 'Review Fee(s)' was replaced with 'Plan Review Fee(s)'
    - e. Section 3 General Notes were incorporated into the overall checklist.

## LOCATION OF UTILITIES

### Section 1. PURPOSE

It is the intent of the Bedford Regional Water Authority (“Authority”) to have water and sewer utilities installed in a manner that avoids conflict with the roadways and other utilities as well as providing the least disturbance for the installation, operation, and maintenance of the public utilities. The following standards have been set forth in cooperation with the Virginia Department of Transportation – Bedford Residency (“VDOT”), the Bedford County Planning and Zoning Department, and the Town of Bedford in effort to reach a mutual objective. It is the intent of these standards to only address those streets within a residential or commercial subdivision. Placement of utilities along arterial streets will be addressed on a case by case basis.

### Section 2. PLACEMENT

- A. Placement in Right-of-Way: Where it is preferred by the Authority and the Developer to have the utilities placed within the right-of-way, the following standards shall apply:
1. General Location: Water or sewer lines to be placed in the right-of-way shall be designed and installed in the road shoulder at a location three (3) feet minimum from the edge of pavement or three (3) feet behind curb or sidewalk.
  2. Requirements:
    - a. Shoulder Width: Any shoulder containing a water or sewer line may require a larger width to allow for minimal to no impact to ditchline from the utilities.
    - b. Valve boxes shall be placed in the shoulder flush with grade. Valve boxes shall not be placed within a cut slope or in the area of the ditch.
    - c. Fire hydrants and other above grade features shall be placed behind the ditchline and outside of VDOT clear zone.
    - d. Minimum distance from line to guard rail shall be four (4) feet.
    - e. Minimum distance from line to edge of pavement shall be the greater of three (3) feet or the equivalent to the depth of the water or sewer line. Where curbing exists or is proposed, this measurement shall be taken from the back of the curb.
    - f. Manholes, cleanouts, meter boxes, bends, gate valves, and water and sewer connections shall be placed outside of pavement, sidewalks, or road shoulders. Exceptions may be made for manholes or gate valves on a case by case basis only after other options have been examined, and cost to move these items outside of pavement is determined to be three (3) times the cost of the designed placement.
    - g. There will be additional requirements for construction for any lines or appurtenances allowed under pavement. This includes, but is not limited to, epoxy lining of manholes, use of ductile iron pipe, and strategic placement of structures and appurtenances to limit direct impact of vehicular traffic and provide the most accessibility for maintenance.
  3. Design Submission:
    - a. Design Plans should include road profiles and cross sections showing the water or sewer lines in relation to the roadway. This may be accomplished by combining the utility and roadway plans. If done separately, plans that are submitted to VDOT, the Town of Bedford and the Authority for review must show both the roadway and utility lines as they may affect each other.



## LOCATION OF UTILITIES

- b. Design Plans should reference appropriate sections and/or details from the Master Specifications policy.
  - 4. Construction:
    - a. Construction and installation of water and sewer lines shall be in accordance with the Master Specifications policy.
    - b. Compaction requirements for water and sewer line backfill shall be 95% Standard Proctor when in any road right-of-way. Please See Section 31 23 33 of the Master Specifications for specific requirements of compaction.
    - c. Surveyed As-Built/Record drawings shall be required for the final alignment of streets and water and sewer lines. Where surveys indicate improper placement of water or sewer lines in relation to road proximity, water or sewer infrastructure will require relocation prior to VDOT, or Authority acceptance.
- B. Placement in Easement: Where placement of utilities in the right-of-way is not feasible or desirable, the following standards shall apply:
  - 1. General Location: Water or sewer lines shall be placed in Authority dedicated easements adjacent to a public utility easement or right-of-way.
  - 2. Subdivision Plats: Subdivision plats shall contain the following wording or a separate easement agreement shall be prepared for the development:
    - a. "Utility owner(s) shall have reasonable access to easements and the right from time to time to cut or remove trees, underbrush, or other obstructions within the easements which may interfere with the right of easement granted. The easements shall not be obstructed by a permanent structure and/or trees and shrubbery which would interfere with the facilities constructed for the operation of the utility owner's system(s) on this easement, nor shall the grade of the easement be changed except as may be mutually agreed upon between the property owner and utility owner(s)."
  - 3. Requirements:
    - a. Depth: Lines shall be installed at a depth below road elevation to allow for future driveway entrances into the properties. Minimum cover requirement of thirty-six (36) inches under future entrances shall be considered in determining required depth.
    - b. Road Crossings: Water and pressure sewer lines shall be consistent to one side of the road, with crossings occurring only at road intersections. Where practical, double services shall be utilized to minimize road crossings.
  - 4. Design Submission:
    - a. Design Plans shall be submitted as stated in Section A.3 above.
    - b. Design profiles shall include road elevation and crossing utilities or structures in addition to the proposed utility and existing and proposed grades directly over the utility.
  - 5. Easements:
    - a. Adjacent to the right-of-way:
      - i. Easements shall extend a minimum distance beyond the utility line equivalent to greatest depth in that portion of line, not less than five (5) feet.
      - ii. Easements shall not encroach the area over a building's angle of stability.
      - iii. Water meter settings, sewer cleanouts and cut-off valves shall be contained within the easement or placed at the easement boundary line.



### LOCATION OF UTILITIES

- b. Non-adjacent to right-of-way:
  - i. Where utilities must be routed away from roadways, easements not adjacent to right-of-ways shall be a minimum twenty (20) feet in width. Where line depth exceeds ten (10) feet, the easement width shall be equal to twice the maximum depth, with the line being centered within the easement.
  - ii. Easements shall be provided such that vehicular access is available to all portions of the line.
  - iii. Where easements cross through fenced areas, gates shall be required to provide unrestricted access through the easement boundaries.
- c. Public Utility Easements:
  - i. Where existing water and/or sewer lines and appurtenances have been previously installed inside public utility easements, a minimum separation of four (4) feet shall be maintained between any water or sewer facility and other utilities lines or utility transformers, pedestals, boxes, or other utility structures.
- 6. Construction:
  - a. Easements are to be graded to final lot grade. At minimum, final lot grade must be established in the areas surrounding water or sewer appurtenances.
  - b. Water meters and sewer cleanouts/low pressure sewer force main connections are to be installed on the property side of the water or sewer line such that connections to these services do not require crossing of the main line.

### Section 3. OTHER REQUIREMENTS

- A. Roadway and Entrance Crossings:
  - 1. All water or sewer main lines or services shall be encased when crossing roadways or commercial entrances for purposes of protection and ease of maintenance. Exceptions may be considered on a case-by-case basis.
    - a. Existing water and sewer utilities located under proposed roadways or entrances shall be permanently bridged with heavy duty asphalt or heavy-duty concrete where casing is not feasible, as approved by the Authority.
    - b. Any vehicular entrance intended to serve a medical facility or other facilities requiring consistent access shall require encasement of water and/or sewer crossings without exception, unless access to the site is provided in more than one location.
  - 2. For purposes of design requirements and review, any vehicular access intended to serve more than three (3) residences shall be considered a roadway.
  - 3. Waterlines and sewers shall cross roadways, entrances, and driveways at a perpendicular angle. Under special circumstances where this is not feasible, angled crossings may be allowed on roadways, not to exceed a 45-degree angle of crossing.
  - 4. Water and sewer utilities will not be permitted to travel parallel to the roadway under pavement.
  - 5. Water and sewer taps must be tapped on same side of main as the crossing direction.
- B. Water and Sewer Connections:
  - 1. Water and sewer service connection taps will not be allowed under pavement or sidewalk.

### LOCATION OF UTILITIES

2. **Meter Settings:** Double meter settings are to be utilized wherever possible. In cases where both water and sewer lines are served from the street, the use of double settings will be required.
  3. **Sewer Connections:** Wherever possible, one sewer connection per water meter shall be used for each parcel of land that is connected to the Authority's sewer system. If one sewer connection per water meter is not possible, efforts shall be made to minimize the number of sewer connections to the system. The Authority will make the final determination on the location and number of sewer connections to be used.
- C. **Grading:** Finished grade is to be established to two (2) feet beyond the water or sewer appurtenances (i.e. meter settings, cleanouts, manholes, valve boxes, etc.) to avoid detriment to the integrity of the line or appurtenances upon the lot development. Failure to do so may result in delay of service to the properties and/or delay in surety release.
- D. **Landscaping:**
1. **Trees:** Trees shall be placed so that the canopy at full growth does not extend beyond the utility. No tree shall be placed within ten (10) feet of a water or sewer line.
  2. **Shrubs:** Shrubs should generally be placed a minimum of ten (10) feet from a water or sewer line. However, some shrubs with non-hydrophilic root systems may be allowed as close as five (5) feet to a water or sewer line upon review.
  3. The Authority has a list of acceptable landscaping that shall be used as a guideline in determining appropriate trees and shrubs to be used near public water and sewer utilities.
- E. **Existing Utilities:** Where new development affects existing water or sewer lines, these same standards shall apply. Specific improvements necessary to the existing utilities to accommodate the proposed utilities will be addressed on a case by case basis.
- F. **Structures:** Utilities are not to be placed within ten (10) feet of an existing or proposed building structure.

### Section 4. EXCEPTIONS

It is recognized that in certain dense developments within Planned zoning districts, some of the utility location requirements above may have need for special considerations. In such districts where building setbacks of fifteen (15) feet or less are approved by the Zoning authority, exceptions to the above requirements may be considered by Authority personnel using the guidelines and criteria listed below. Each development within these districts will be addressed on a case by case basis to identify the best location for utilities. In any concessions made, the ability to safely maintain and operate the facilities shall be of the utmost importance.

- A. **Green space,** where available, it is the preferred location for the water and sanitary sewer facilities and their appurtenances.

### LOCATION OF UTILITIES

- B. Where buildings are adjacent to the sidewalks without green space between the building and the road, the following guidelines shall apply:
  - 1. Water and sanitary sewer mains may be permitted to be installed in the roadway. Placement in the roadway shall be installed in the center of the traveling lane to avoid direct impact of vehicular traffic.
  - 2. Meter boxes and sewer connections should be installed in the sidewalk.
- C. Where buildings are located ten (10) feet or more from the sidewalk, water and sanitary sewer lines may be permitted to be installed under the sidewalk.
- D. Lines shall be installed at minimum depth, not to exceed six (6) feet.
- E. Gravity sewer lines requiring depths greater than six (6) feet must be routed outside of the right-of-way in Authority dedicated easement. This may require the placement of the sewer main behind the building structures.
- F. Water and sanitary sewer mains should be installed above storm sewer lines.
- G. Every effort must be made to position manholes, gate valves, air release valves, and blow-off valves in the most safely accessible areas such as islands, parking areas, bike lanes or sidewalks.
- H. Tracer wire box placement shall be adjusted to provide the safest point of access.
- I. Appurtenances installed in sidewalks shall be installed in accordance to the Master Specifications requirements listed for installations in pavement. All lids for appurtenance boxes located in sidewalk or pavement shall be hinged or bolted.

### Section 5. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022.
    - a. References were updated and/or added where appropriate for the Town of Bedford.
    - b. Easements were clarified to be Authority dedicated easements.
    - c. Section 2.A.2.d: Distance to guardrail changed from three (3) feet to four (4) feet.
    - d. Section 2.B.2.a: Wording modified for clarification.
    - e. Section 2.B.6.b and Section 3.B.3: Connection types were clarified.
    - f. Section 3.A: Clarifications added for encasement requirements and exceptions.
    - g. Section 3.A.5: Sewer taps added.
    - h. Section 3.C: 'Cleanouts' was added to a list of example water and sewer appurtenances.

## SURVEYED AS-BUILT REQUIREMENTS

### Section 1. PURPOSE

In order to maintain proper records of the infrastructure owned by the Bedford Regional Water Authority (“Authority”), as-built drawings/record drawings are required at the completion of each water and/or sewer project.

### Section 2. GENERAL

Drawings should reflect all changes in the field as noted by the Authority Field Representative and the Utility Contractor. The symbology used should reflect the same used in the Design Plan legend. In addition, facilities are to be surveyed to provide accurate location on the drawings, with notations by the Contractor and/or Inspector present to assist in locating the facilities in the field. Water lines and force main lines should be marked by utility locating equipment and surveyed so that the accurate location is shown on the as-builts.

### Section 3. POLICY

- A. All drawings submitted to the Authority must be signed by a Professional Engineer and dated. Each of the following formats must be submitted:
  - 1. Copy of original design plans with Contractor Mark-ups shown.
  - 2. Copy of as-builts with Licensed Engineer or Surveyor stamp and signatures .
  - 3. Adobe PDF.
  - 4. Native digital CAD files with any associated plotting and pen setting files.
    - a. Digital as-built files must be prepared in USGS NAD83 Virginia South State Plane Coordinates.
  - 5. Ascii/text survey file.
    - a. To include coordinates for points X, Y and Z with definitions of each point.
  - 6. Water or sewer modeling files or .shp files when available.
  - 7. GIS .shp or .lyr files when available.
- B. Drawings must include a statement on each plan sheet stating that lines and appurtenance locations have been determined through field survey and Contractor markups.
- C. Waterline: The following items must be clearly shown on the surveyed as-built record drawings:
  - 1. Surveyed:
    - a. Waterline (based on locator marks).
    - b. Edge of pavement or curbing, where applicable.
    - c. Valves.
    - d. Fire Hydrants.
    - e. Blowoffs.
    - f. Air Releases.
    - g. Meter Settings (identified as single or double).
    - h. Trace Wire Boxes
    - i. Omni Markers

**SURVEYED AS-BUILT REQUIREMENTS**

2. From Contractor/Inspector Mark-ups:
  - a. Profile changes.
  - b. Horizontal and vertical bends.
  - c. Service line locations (if not able to survey).
  - d. Casing lengths and size.
  - e. Type of pipe.
  - f. Restraint type.
  
- D. Gravity Sewer Line: The following items must be clearly shown on the surveyed as-built record drawings (vertical measurements may be based upon the Authority's information of the existing infrastructure):
  1. Surveyed:
    - a. Manholes:
      - i. Ground elevation.
      - ii. Rim elevation.
      - iii. Invert in and out elevations.
      - iv. Cleanouts.
      - v. Trace Wire Boxes
      - vi. Omni Markers
  2. From Contractor/Inspector Mark-ups:
    - a. Profile changes.
    - b. Connections lines to cleanouts.
    - c. Casing lengths and size.
    - d. Type of pipe.
  
- E. Force Main Sewer Line: The following items must be clearly shown on the surveyed as-built record drawings:
  1. Surveyed:
    - a. Force main (based on locator marks).
    - b. Edge of pavement or curbing, where applicable.
    - c. Air release/flushing valves.
    - d. Low pressure system lateral valves.
    - e. Flushing stations.
    - f. Sewer pump stations (where installed).
    - g. Gate/Plug Valves
    - h. Trace Wire Boxes
    - i. Omni Markers
  2. From Contractor/Inspector Mark-ups:
    - a. Profile changes.
    - b. Horizontal and vertical bends.
    - c. Service line locations (if not surveyed).
    - d. Casing lengths and size.
    - e. Type of pipe.

## SURVEYED AS-BUILT REQUIREMENTS

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022:
    - a. Section 2: Replaced 'Inspector' with 'Field Representative'.
    - b. Section 3.A: Information needed for digital files was clarified.
    - c. Section 3: Trace Wire Boxes and Omni Markers were added to a list of items that must be clearly shown on the surveyed as-built record drawings for water, gravity sewer, and force main sewer lines.
    - d. Section 3.E.1: Gate/Plug Valves were added to the items required on the surveyed as-built record drawings for force main sewer lines.

## EASEMENT DRAWINGS AND DEEDS OF EASEMENT

### Section 1. PURPOSE

This policy is to explain the requirements of the Bedford Regional Water Authority (“Authority”) for easement drawings, the process utilized by the Authority for the review of the easement drawings, and the preparation of deeds of easement as they relate to Authority infrastructure.

### Section 2. REQUIREMENTS

- A. All easement drawings shall be printed on legal size paper.
- B. Easement drawings shall be printed to scale.
- C. All easement drawings should include the following information:
  - 1. Property owners’ names.
  - 2. Tax map number.
  - 3. Deed book and page number or instrument number (recordation information).
  - 4. An alignment of the proposed water or sewer line as it relates to the parcel.
  - 5. Existing structures such as trees, well, driveway(s), fencing, telephone pedestal, etc.
- D. Easement drawings prepared for easements being directly acquired by Authority personnel or Authority representatives shall include the following additional information:
  - 1. Property owners’ address.
  - 2. Total square feet in proposed permanent easement.
  - 3. Total square feet in proposed temporary easement.
  - 4. Bedford Regional Water Authority project reference number.

### Section 3. EASEMENT DRAWING REVIEW PROCEDURE

- A. Check ownership and recordation information against Bedford County real estate database and Bedford County Court records and note any corrections needed.
  - 1. The county real estate database has been found to occasionally have inaccurate deed book and page numbers; deed books or pages should not enter into the thousands digit. Any drawings indicating this are incorrect and the correct recordation numbers should be confirmed with courthouse records.
    - a. Instrument numbers are typically correct on the real estate database.
    - b. The real estate database is a reliable indicator of the current owner. Dates of purchase are listed to the side of owner history. The current owner appears at the top of the list.
  - 2. Individual access to the online courthouse records can be acquired through the Clerk of Circuit Court.
- B. For Authority initiated projects, verify that easement drawings are provided throughout the alignment of the project as needed.
  - 1. Check the alignment of the parcels against the GIS map for the area. Make sure that no parcels have been neglected where easements may be needed.



#### EASEMENT DRAWINGS AND DEEDS OF EASEMENT

2. If a parcel is missing an easement drawing, verify through the preliminary drawings that the line is not in an existing PUE or in VDOT right-of-way. If unsure, ask the Engineering Manager or Contact Engineer at design firm.
- C. Send corrections to design firm via email. Where a project involves more than one easement, use tax map numbers and owners' last names as identification for parcel.
- D. Once corrections are received, double check against original mark-ups.
- E. For easements to be recorded by the Authority, print two (2) copies of the correct versions of drawings at full scale.

#### Section 4. PREPARE DEED OF EASEMENT

- A. Prepare deeds of easement from the latest easement template approved by legal counsel for the Authority. Deeds shall be prepared on legal size paper. Water and sewer easements each have separate templates.
  1. Leave date blank. This will be filled in when the easement is executed.
  2. Names should be complete, with the last name in all capital letters. If more than one person is listed as an owner, each name should be filled in completely. Owners' entire names should be underlined, per request of the clerk's office. (e.g. John DOE ; or John DOE and Jane DOE)
  3. Fill in magisterial district and remove underlining.
  4. Fill in deed book and page number or instrument number and remove underlining.
  5. Any amendments or additional exhibits at the request of our lawyers or the home owners should be listed under attachments, aligned with Exhibit A.
  6. Fill in project title in NOTICE TO CLERK for indexing purposes and underline.
  7. Fill in Bedford County Tax Map Number and underline number only.
  8. Fill in the "Prepared by and Return to" information in the upper right hand corner.
  9. Fill in the "Recorded by" information in the upper left hand corner.
- B. For easements to be recorded by the Authority, print two (2) copies of the deeds of easement and attach to their respective drawings.

#### Section 5. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved July 15, 2014, effective July 16, 2014:
    - a. Clarifications were added to differentiate requirements specific to easements being acquired by Authority personnel or representatives.





# OPERATING POLICY MANUAL

Chapter: Engineering  
Document Number: 4.13  
Page 1 of 3

Issue (Effective) Date: October 4, 2022  
Approval Date: October 4, 2022  
Approved By: Executive Director

## SITE PLAN CHECKLIST

### Section 1. PURPOSE

This policy is an Engineering checklist for site plans of properties that will be served by public water and/or sewer by the Bedford Regional Water Authority (“Authority”).

### Section 2. CHECKLIST

The checklist utilized by the Authority will be similar to that which is shown below.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Consulting Engineering Firm: \_\_\_\_\_

Date Plans Received:

\_\_\_\_\_

#### **Project Status (Circle One)**

Initial Review

Revised Submittal (Submittal No. \_\_\_\_\_)

Date on Plans:

\_\_\_\_\_

### MINIMUM REQUIREMENTS

#### A. **General** (Covered by Bedford County Planning reviews)

1. The project name and date with latest revisions are clearly noted on the cover of the plat.
2. Original Professional Engineer or Land Surveyor seal and signature with date are on the cover sheet/title page of the plat.
3. Vicinity map on title sheet clearly shows the location of the project.
4. North arrow is shown.
5. Horizontal scales are identified, preferably with graphic scale bar.
6. Property identification is noted for adjacent properties.
7. E911 road names and route numbers are shown for existing adjacent streets.
8. Name and address of the engineering/surveying firm that prepared the documents are clearly shown on the cover sheet of the Site Plan.
9. Customer Service has provided a quote to the developer for any applicable New Customer Fees or changes to Base Charges related to the project.

**YES**

**NO**

**N/A**

**Bedford  
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**SITE PLAN CHECKLIST**

<b>B. Details</b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. A note on the plans states if the property is being served by public sewer from the Authority.	___	___	___
2. A note on the plans states if the property is being served by public water from the Authority.	___	___	___
3. Prints and copies are legible.	___	___	___
4. Plan layout matches water and/or sewer design plans.	___	___	___
5. The location of the existing water and/or sewer lines are shown and labeled.	___	___	___
6. The location of the existing and proposed drain fields are shown and labeled.	___	___	___
7. The location of the proposed water and/or sewer lines is shown and labeled.	___	___	___
8. Topography contours at 2-foot intervals is shown.	___	___	___
9. Existing and proposed rights-of-way are shown	___	___	___
10. Existing Public Utility Easements (PUE's) and existing public water/sewer easements are shown and labeled.	___	___	___
11. Proposed Public Utility Easements (PUE's) and proposed public water/sewer easements are shown and labeled (min. of 10-feet when adjacent to PUE or ROW; min. of 20-feet per Design Standards).	___	___	___
12. Proposed permanent utility easements are located at property lines when possible.	___	___	___
13. New Easements are provided for existing public water and public sewer infrastructure for which there are no existing easements (min. of 10-feet when adjacent to PUE or ROW; min. of 20-feet per Design Standards).	___	___	___
14. Use of public or private roadways for vehicular access by BRWA to public water and public sewer easements is addressed by either dedicated rights-of-way for the roadways, ingress/egress easements dedicated to BRWA, or public water and public sewer easements extending the full widths of the roadways.	___	___	___
15. Easements are provided for private water and private sewer service lines where crossing of other properties is required to access existing or proposed public water and public sewer connection locations.	___	___	___
16. Easement use and ownership are indicated, including notation of to whom the easements are dedicated and/or the properties for which the easements are of benefit.	___	___	___
17. Fire and domestic flow demands are provided on the site plan in gallons per minute (GPM) and gallons per day (GPD).	___	___	___

### SITE PLAN CHECKLIST

- |   |       |       |       |
|---|-------|-------|-------|
| 18. Existing and proposed water meter size(s) and location(s) are shown and called out on the site plans.   | _____ | _____ | _____ |
| 19. Existing and proposed sanitary sewer connection size(s) and location(s) are shown and called out on the site plans.   | _____ | _____ | _____ |
| 20. Grease Traps and/or Oil Separators are shown on the plans where applicable for the sewer.   | _____ | _____ | _____ |
| 21. Sampling facilities shown on appropriate commercial / industrial sites.   | _____ | _____ | _____ |
| 22. Casing for proposed roadways are addressed meeting VDOT requirements.   | _____ | _____ | _____ |
| 23. Casing for private roadways and/or commercial entrances crossing existing and proposed public water/sewer lines are addressed. Design loading analysis provided when necessary. | _____ | _____ | _____ |
| 24. Water and/or sewer design plans have been submitted.  | _____ | _____ | _____ |
| 25. If new infrastructure or FFMV is proposed as part of site plan, Developer Packet has been sent to the developer.  | _____ | _____ | _____ |
| 26. Developer Agreement and fees have been received.  | _____ | _____ | _____ |

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. October 4, 2022, effective October 4, 2022:
    - a. Checklist items were modified and organized to correspond with Bedford County site plan review requirements and to aide in minimizing duplication of agency reviews.
    - b. Added checklist item for applicable fee quotes to be provided to the Developer.
    - c. Deleted water demand calculations from being required on Site Plan
    - d. Added and/or modified items in relation to water demands, meters, easements, and utility crossings.

## PLAT CHECKLIST

### Section 1. PURPOSE

This policy is a plat checklist for properties that will be served by public water and/or sewer by the Bedford Regional Water Authority ("Authority").

### Section 2. CHECKLIST

The checklist utilized by the Authority will be similar to that which is shown below.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Consulting Engineering Firm: \_\_\_\_\_

Date Plans Received:

\_\_\_\_\_

#### Project Status (Circle One)

Initial Review

Revised Submittal (Submittal No. \_\_\_\_)

Date on Plans:

\_\_\_\_\_

## I. MINIMUM REQUIREMENTS

### A. General

1. The project name and date with latest revisions are clearly noted on the cover of the plat.
2. Original Professional Engineer or Land Surveyor seal and signature with date are on the cover sheet/title page of the plat.
3. Plats are of adequate size (17" x 22"), scale and detail.
4. Vicinity map on title sheet clearly shows the location of the project.
5. North arrow is shown.
6. Horizontal scales are identified, preferably with graphic scale bar.
7. Property identification is noted for adjacent properties.
8. E911 road names and route numbers are shown for existing adjacent streets.

### B. Details

1. Signature block for the Authority is on plat.
2. Name and address of the engineering/surveying firm that prepared the documents are clearly shown on the cover sheet of the plat.

**YES   NO   N/A**

\_\_\_\_\_

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**YES   NO   N/A**

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**PLAT CHECKLIST**

- |   |       |       |       |
|---|-------|-------|-------|
| 3. A note on the plat states if the property is being served by public sewer from the Authority.  | _____ | _____ | _____ |
| 4. A note on the plat states if the property is being served by public water from the Authority.  | _____ | _____ | _____ |
| 5. Prints and copies are legible.   | _____ | _____ | _____ |
| 6. Plat layout matches water and/or sewer design plans.   | _____ | _____ | _____ |
| 7. Easements for public water and public sewer are shown (min. of 10-feet when adjacent to PUE or ROW; min. of 20-feet per Design Standards).   | _____ | _____ | _____ |
| 8. New Easements are provided for existing public water and public sewer infrastructure for which there are no existing easements (min. of 10-feet when adjacent to PUE or ROW; min. of 20-feet per Design Standards).  | _____ | _____ | _____ |
| 9. Use of public or private roadways for vehicular access by BRWA to public water and public sewer easements is addressed by either dedicated rights-of-way for the roadways, ingress/egress easements dedicated to BRWA, or public water and public sewer easements extending the full widths of the roadways.   | _____ | _____ | _____ |
| 10. Easements are provided for private water and private sewer service lines where crossing of other properties is required to access existing or proposed public water and public sewer connection locations.  | _____ | _____ | _____ |
| 11. Easement use and ownership are indicated, including notation of to whom the easements are dedicated and/or the properties for which the easements are of benefit.   | _____ | _____ | _____ |
| 12. Where water or sewer easements are shown on the plat, whether privately dedicated or through public utility easements, the following note is present on the plat:<br><br><i>“Utility owner(s) shall have reasonable access to easements and the right from time to time to cut or remove trees, underbrush, or other obstructions within the easements which may interfere with the right of easement granted. The easements shall not be obstructed by a permanent structure and/or trees and shrubbery which would interfere with the facilities constructed on this easement, nor shall the grade of the easement be changed except as may be mutually agreed upon between the property owner and utility owner(s).”</i> | _____ | _____ | _____ |

## PLAT CHECKLIST

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022, effective October 4, 2022:
    - a. Checklist items were modified, re-ordered and grouped to better correspond with Bedford County plat review requirements and to aide in minimizing duplication of agency reviews.
    - b. Deleted requirement for property ownership information for adjacent properties.
    - c. Deleted requirement for horizontal scale and north arrow for vicinity map.
    - d. Modified and added Section 2 items I.B.7 through I.B.11 to clarify public and private water and sewer easements.



# OPERATING POLICY MANUAL

Chapter: Engineering  
Document Number: 4.15  
Page 1 of 7

Issue (Effective) Date: October 4, 2022  
Approval Date: October 4, 2022  
Approved By: Executive Director

## WATER REVIEW CHECKLIST

### Section 1. PURPOSE

This policy is an Engineering checklist of the Local Review Program for water system improvement projects by the Bedford Regional Water Authority ("Authority").

### Section 2. CHECKLIST

The checklist utilized by the Authority will be similar to that which is shown below.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Consulting Engineering Firm: \_\_\_\_\_

Date Plans Received:  
\_\_\_\_\_

**Project Status (Circle One)**  
Initial Review  
Revised Submittal (Submittal No. \_\_\_\_\_)

Date on Plans:  
\_\_\_\_\_

#### I. Minimum Requirements to Initiate Plan Review

##### A. General

1. One complete set of plans was submitted to the Authority for review. Four (4) copies will be required for final approval.
2. Original Professional Engineer seal and signature with date are on the cover sheet/title page of the plans.
3. Original or facsimile / reproduction of P.E. seal and signature with date are on subsequent plan sheets.
4. The project name and date with latest revisions are clearly noted on the cover of the plans.
5. Plans are of adequate size (22" x 34" or 24" x 36"), scale and detail.
6. Name and address of the Engineering/Surveying firm that prepared the documents are clearly shown on the cover sheet of the plans.
7. Design calculations were submitted.
8. Prints and copies are legible.
9. Waterline plans and road plans have been combined and submitted to VDOT simultaneously with the Authority.

<u>YES</u>	<u>NO</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**WATER REVIEW CHECKLIST**

- |  |     |     |     |
|--|-----|-----|-----|
| 10. Original Professional Engineer seal and signature with date are on the cover sheet/title page of calculations.                           | ___ | ___ | ___ |
| 11. The project name and date with latest revisions are clearly noted on the cover of the calculations.                                      | ___ | ___ | ___ |
| 12. Name and address of the Engineering/Surveying firm that prepared the documents are clearly shown on the cover sheet of the calculations. | ___ | ___ | ___ |
| 13. Developer Agreement packet has been mailed to owner.   | ___ | ___ | ___ |
| 14. Developer Agreement has been signed and returned.  | ___ | ___ | ___ |
| 15. Project Plan Review Fees have been paid.   | ___ | ___ | ___ |
| 16. Project Inspection Fees have been paid.  | ___ | ___ | ___ |
| 17. Waterline sizes along major roads follow the Authority's Master Plan.  | ___ | ___ | ___ |
| 18. For revised submittals, each item from review comments has been specifically addressed and acknowledged in a cover letter.               | ___ | ___ | ___ |

**B. Plans**

- |   |                   |                  |                   |
|---|-------------------|------------------|-------------------|
|   | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>N/A</u></b> |
| 1. Vicinity map on title sheet clearly shows the location of the project.   | ___               | ___              | ___               |
| 2. Site plan of the project with topography and utilities is provided; topography is provided on plan / profile sheets. | ___               | ___              | ___               |
| 3. Plan and profile views are provided for all sections of waterline.   | ___               | ___              | ___               |
| 4. Vertical and horizontal scales are identified.   | ___               | ___              | ___               |
| 5. Waterline stationing is shown.   | ___               | ___              | ___               |

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**II. Plan Review**

**A. General**

- |  |                   |                  |                   |
|--|-------------------|------------------|-------------------|
|  | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>N/A</u></b> |
| 1. Street names or route numbers are noted correctly on plans.   | ___               | ___              | ___               |
| 2. Note on plans states that the project shall be constructed in accordance with the latest copy of the Authority's Master Specifications. | ___               | ___              | ___               |

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**WATER REVIEW CHECKLIST**

3.	If details are shown on the plans, a note is present to indicate that details are provided for convenience only and that details in the latest edition of the Authority's Master Specifications supersede any discrepancies that may be present.	___	___	___
4.	Profile elevations are referenced to an established elevation datum (USGS State Plane).	___	___	___
5.	North arrow is shown in each plan view.	___	___	___
6.	All distances, angles, offsets, and elevations are correct and drawn correctly to scale.	___	___	___
7.	Descriptions, stations, and appurtenance locations match between the plan and profile views.	___	___	___
8.	Underground and overhead utilities that may influence construction are identified in the plan and profile views and are drawn at their correct elevations in the profile.	___	___	___
9.	Existing waterlines, valve boxes, fire hydrants, sewer lines, manholes, clean-outs, and other physical appurtenances for water/sewer systems are identified.	___	___	___
10.	Boundaries of known marshes, bogs, and wetlands are identified.	___	___	___
<b>B.</b>	<b><u>Property, Right-of-Ways, Easements, and Survey Control</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1.	Property, easement, and right-of-way lines are adequately defined throughout the project.	___	___	___
2.	Property identification and ownership information are noted where applicable.	___	___	___
3.	Rods, other right-of-way markers, and any easement information such as fences, telephone/power lines, and utilities have been identified.	___	___	___
4.	Benchmarks are set outside of construction area.	___	___	___
5.	Property lines match those shown on the subdivision plat.	___	___	___
6.	Sufficient number of control points are located and described on the plans to provide adequate control during construction, approximately one per plan / profile sheet.	___	___	___
<b>C.</b>	<b><u>Valves and Blow-Offs</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1.	Valves are drawn in the plan views, valves and boxes are shown in the profile views.	___	___	___
2.	Air release valves are located at high points in the waterline.	___	___	___
3.	Blow-off valves are located at low points in the waterline.	___	___	___

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**WATER REVIEW CHECKLIST**

4. Valves, air releases, and blow-off assemblies are generally located near property lines.	___	___	___
5. Ends of waterlines are terminated with a 2-inch blow-off assembly and bulkhead anchor.	___	___	___
6. End of line blow-off assemblies or combination air release / blow-offs located in cul-de-sacs are located at property lines (no exceptions).	___	___	___
7. Blow-offs are located at drainage easements where possible.	___	___	___
8. Gate valves are spaced no more than 1,000-feet apart, and located next to hydrant assemblies where possible.	___	___	___
9. Gate valve, one joint of pipe, MJ cap with blow-off, and bulkhead anchors are shown at locations suitable for future extensions.	___	___	___
<b>D. <u>Waterline</u></b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
1. Pipe materials meet Authority requirements.	___	___	___
2. Water mains are not shown to be smaller than 6 inches, with the exception of the last 500 feet of a dead-end line.	___	___	___
3. For dead end lines, 4-inch waterline may be used to serve 12 or less residential connections; 3-inch waterline may be used to serve 8 or less residential connections; and 2-inch waterline may be used to serve 4 or less residential connections.	___	___	___
4. Ductile iron pipe and concrete encasement is used when cover does not meet VDH and Authority minimum depth requirements.	___	___	___
5. Regulatory requirements are met when crossing sewer line.	___	___	___
6. Ductile iron pipe and concrete encasement are used when crossing under streams.	___	___	___
7. Water line is a minimum distance of three feet from the edge of pavement for new subdivisions.	___	___	___
8. Inside new subdivisions, waterlines are typically located in the street right-of-way. On primary roads, waterlines are located within dedicated waterline easements and/or within VDOT right-of-way upon VDOT approval. Refer to the BRWA Location of Utilities Policy.	___	___	___
9. Vertical bends are shown in the profile view.	___	___	___
10. Along roads, streets, railroads, etc., the location of the waterline is described as a typical distance from the edge of pavement, right-of-way, or other appropriate physical features.	___	___	___
11. Existing and proposed utilities that cross waterline are shown in the plan and profile.	___	___	___
12. Minimum cover requirements (36-inches) for entire waterline installation are met and indicated in the profile view.	___	___	___

**WATER REVIEW CHECKLIST**

13. Minimum cover requirements (18-inch minimum separation) are met and indicated when waterline crosses existing and proposed utilities, sanitary & storm sewers, streams, drainage ditches, roads, etc.	___	___	___
14. Proposed concrete encasement, if applicable, is shown in the plan and profile views and length of encasement is noted.	___	___	___
15. Length of road crossings and/or road bore are noted.	___	___	___
16. The use of bends has been minimized. Where bends are necessary, the angle of bend has been minimized. For ninety-degree angles, the use of two (2) forty-five degree bends has been utilized.	___	___	___
17. Concrete bulkhead anchors are provided at blow-off assemblies and at the end of lines that may be extended in the future.	___	___	___
18. Concrete bulkhead anchors are provided prior to reducer fittings.	___	___	___
19. Waterlines are not known to be within 30 horizontal feet of existing or proposed sanitary drain fields. (10 foot separation accepted by Sewage Handling & Disposal Regulations.)	___	___	___
20. Waterlines are not within 10 horizontal feet of existing or proposed sewer lines or sewer structures.	___	___	___
21. Waterline stationing is either parallel to the waterline, or the waterline itself is stationed.	___	___	___
22. Stationing of the utility line is labeled at least every 500 feet in the plan view with short lines drawn perpendicular to the centerline every 100 feet.	___	___	___
23. Stations are set at each structure and angle point in line.	___	___	___
24. Fitting stations are shown in the plan view along with the size and angle.	___	___	___
25. Waterlines are reduced in size at end of lines to allow for deflection around cul-de-sacs.	___	___	___
26. Provisions are noted on the plans to repair paved areas and sidewalks, and to restore disturbed construction areas.	___	___	___
<b>E. <u>Service Connections</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Meters are shown at each new service connection.	___	___	___
2. Existing and proposed lot lines are identified for proper service line and meter placement.	___	___	___
3. Existing houses, septic tanks, and septic fields (which are needed to determine proper lateral placement) have been identified.	___	___	___
4. Location of water meters is indicated on plans. Double meter settings are used where possible.	___	___	___
5. Casing is stated for each service line under pavement.	___	___	___
6. Service line crossings are minimized and consolidated where possible.	___	___	___

**WATER REVIEW CHECKLIST**

<b>F. <u>Fire Protection</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Hydrants are located according to VDH and Bedford County water regulations which provide for adequate fire protection.	___	___	___
2. Hydrants are provided such that no lot is greater than 500 feet from a hydrant.	___	___	___
3. Hydrants are located to provide access and limit depth of bury.	___	___	___
4. Hydrant leads are at least 6 inches in diameter.	___	___	___
5. Where a minimum fire flow requirement of 500 gpm cannot be achieved under peak demand conditions, hydrants are shown to be future hydrants with only the associated valving to be constructed as part of the current project.	___	___	___
<b>G. <u>PRV's</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Pressure relief valves are provided in all main line PRV assemblies.	___	___	___
2. All PRV assemblies include a low flow bypass with PRV.	___	___	___
3. Isolation valves are provided for both main line and bypass PRV units.	___	___	___
<b>H. <u>Calculations</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Calculations conform to VDH Water Regulations for peak design flows and minimum line sizes.	___	___	___
2. Number and types of connections (residential, commercial, industrial, etc.) and associated peak flows are noted.	___	___	___
3. Both existing needs and future connections are considered in the calculations.	___	___	___
4. Hydraulic justification of the selected line sizes is provided.	___	___	___
5. Fire flow requirement (gpm) for the proposed development is stated and included in the hydraulic calculations.	___	___	___
6. A minimum fire flow requirement is met under peak demand conditions.	___	___	___
7. Residual and static pressures are provided at a point in the existing system near the point of connection to the proposed development. The location, approximate elevation, date, and time of pressure reading are provided.	___	___	___
8. Minimum residual pressure (state location) for the proposed system is provided under fire flow conditions.	___	___	___
9. Minimum pressure of 20 psi provided at all meter locations per the VDH Regulations.	___	___	___
10. Maximum static pressure & minimum static pressure (state locations) for the proposed system is provided.	___	___	___

### WATER REVIEW CHECKLIST

- |  |     |     |     |
|--|-----|-----|-----|
| 11. Provisions for an in-line pressure reducing valve or pressure reducing valves at each service connection are provided in areas where the static pressure exceeds 80 psi. Note is included on Plans where applicable. | ___ | ___ | ___ |
| 12. Average Day GPD/Connection is stated for each connection type.   | ___ | ___ | ___ |
| 13. Flow duration in Hours/Day is stated for each connection type.   | ___ | ___ | ___ |
| 14. Maximum Day GPD/Connection and Maximum Day Peak Factor are stated for each connection type.  | ___ | ___ | ___ |
| 15. Total Average Day GPD is stated.   | ___ | ___ | ___ |
| 16. Total Maximum Day GDP is stated.   | ___ | ___ | ___ |
| 17. Total Maximum Day GPM is stated.   | ___ | ___ | ___ |
| 18. Total Peak Hour GPM and Peak Hour Peak Factor are stated.  | ___ | ___ | ___ |
| 19. Total Maximum Day + Fire Flow GPM is stated.   | ___ | ___ | ___ |
| 20. The greater of Total Peak Hour GPM or Total Maximum Day + Fire Flow GPM is used for calculations.  | ___ | ___ | ___ |

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022; effective October 4, 2022.
    - a. Checklist items were modified, re-ordered and grouped to better correspond with and minimize duplication of Bedford County review requirements.
    - b. Review items were revised and simplified and grouped.
    - c. Section 2.I.A.14: Checklist item added for Developer Agreement signed and returned.
    - d. Section 2.I.A.15 and 16: Review and Inspection Fees made separate checklist items.
    - e. Section 2.I.A.15 'Review Fees' was replaced with 'Plan Review Fees'.
    - f. Section 2.II.D.8: Added VDOT right-of-way as a location on primary roads upon approval.
    - g. Section 2.II.H: Revised for clarification and to include items necessary for VDH reporting.

## SEWER REVIEW CHECKLIST

### Section 1. PURPOSE

This policy is an Engineering checklist of the Local Review Program for sanitary sewer improvement projects by the Bedford Regional Water Authority ("Authority").

### Section 2. CHECKLIST

The checklist utilized by the Authority will be similar to that which is shown below.

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Consulting Engineering Firm: \_\_\_\_\_

Date Plans Received:

\_\_\_\_\_

Date on Plans:

\_\_\_\_\_

#### **Project Status (Circle One)**

Initial Review

Revised Submittal (Submittal No. \_\_\_\_\_)

Low Pressure Sewer

Yes No

Pump Station

Yes No

### ***I. Minimum Requirements to Initiate Plan Review***

#### **A. General**

1. One complete set of plans was submitted to the Authority for review. Four (4) copies will be required for final approval.
2. Original Professional Engineer seal and signature with date are on the cover sheet/title page of the plans.
3. Original or facsimile / reproduction of P.E. seal and signature with date are on subsequent plan sheets.
4. The project name and date with latest revisions are clearly noted on the cover of the plans.
5. Plans are of adequate size (22" x 34" or 24" x 36"), scale and detail.
6. Name and address of the Engineering/Surveying firm that prepared the documents are clearly shown on the cover sheet of the plans.
7. Sewer plans and road plans have been combined and submitted to VDOT and the Authority simultaneously.
8. Prints and copies are legible.

**YES**

**NO**

**N/A**

**Covered by  
Bedford  
County  
Planning**

\_\_\_\_\_

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**SEWER REVIEW CHECKLIST**

- |  |     |     |     |
|--|-----|-----|-----|
| 9. Design calculations were submitted.   | ___ | ___ | ___ |
| 10. Original Professional Engineer seal and signature with date are on the cover sheet/title page of the calculations.                       | ___ | ___ | ___ |
| 11. The project name and date with latest revisions are clearly noted on the cover of the calculations.                                      | ___ | ___ | ___ |
| 12. Name and address of the Engineering/Surveying firm that prepared the documents are clearly shown on the cover sheet of the calculations. | ___ | ___ | ___ |

For Revised Submittals:

- |  |     |     |     |
|--|-----|-----|-----|
| 13. Developer Agreement has been signed and returned.  | ___ | ___ | ___ |
| 14. Project Plan Review Fees have been paid.   | ___ | ___ | ___ |
| 15. Sewer lines have been sized to correspond to the Authority's Master Plan.                    | ___ | ___ | ___ |
| 16. Each item from review comments is specifically addressed and acknowledged in a cover letter. | ___ | ___ | ___ |

**Covered by  
Bedford  
County  
Planning**

**B. Plans**

- |  |                   |                  |                   |
|--|-------------------|------------------|-------------------|
|  | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>N/A</u></b> |
| 1. Vicinity map on title sheet clearly shows the location of the project.  | ___               | ___              | ___               |
| 2. Site plan of the project with topography is provided, or topography is provided on the plan / profile sheets. | ___               | ___              | ___               |
| 3. Plan and profile views are provided for all sections of sewer line.   | ___               | ___              | ___               |
| 4. Vertical and horizontal scales are identified.  | ___               | ___              | ___               |
| 5. Sewer line stationing is shown.   | ___               | ___              | ___               |

**II. Plan Review**

**A. General**

- |   |                   |                  |                   |
|---|-------------------|------------------|-------------------|
|   | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>N/A</u></b> |
| 1. Street names or route numbers are noted correctly on plans.  | ___               | ___              | ___               |
| 2. Flood plain elevations are shown where appropriate.  | ___               | ___              | ___               |
| 3. Note on plans states that the project shall be constructed in accordance with the Authority's Master Specifications. | ___               | ___              | ___               |

**Covered by  
Bedford  
County  
Planning**



**SEWER REVIEW CHECKLIST**

- |   |     |     |     |
|---|-----|-----|-----|
| 4. If details are shown on the plans, a note is present to indicate that details are provided for convenience only and that details in the latest edition of the Authority's Master Specifications supersede any discrepancies that may be present. | ___ | ___ | ___ |
| 5. Profile elevations reference an established elevation datum (USGS State Plane).  | ___ | ___ | ___ |
| 6. North arrow is shown in each plan view.  | ___ | ___ | ___ |
| 7. All distances, angles, offsets, and elevations are correct and drawn correctly to scale.   | ___ | ___ | ___ |
| 8. Descriptions, stations, and appurtenance locations match between the plan and profile views.   | ___ | ___ | ___ |
| 9. Direction of stub-outs is shown (i.e., angle right from downstream line, bearing, or angle offset from upstream line).   | ___ | ___ | ___ |
| 10. Existing waterlines, valve boxes, fire hydrants, sewer lines, manholes, clean-outs, and other physical appurtenances for water/sewer systems are identified.  | ___ | ___ | ___ |
| 11. Concrete encasement is shown in the plan and profile views.   | ___ | ___ | ___ |
| 12. Length of concrete encasement is noted.   | ___ | ___ | ___ |
| 13. Underground and overhead utilities that may influence construction are identified in the plan and profile views and are drawn at their correct elevations in the profile.   | ___ | ___ | ___ |
| 14. Boundaries of known marshes, bogs, and wetlands are identified.   | ___ | ___ | ___ |

**B. Property, Right-of-Ways, Easements, and Survey Control**

- |  |                   |                  |                   |
|--|-------------------|------------------|-------------------|
|  | <b><u>YES</u></b> | <b><u>NO</u></b> | <b><u>N/A</u></b> |
| 1. Property, easement, and right-of-way lines are adequately defined throughout the project.   | ___               | ___              | ___               |
| 2. Property identification and ownership information are noted where applicable.   | ___               | ___              | ___               |
| 3. Adequate easements are provided with the greater of a minimum 20' width, or two times the depth of the pipe, with the pipe centered within the easement.                      | ___               | ___              | ___               |
| 4. Rods, other right-of-way markers, and any easement information such as fences, telephone/power lines, and utilities have been identified.                                     | ___               | ___              | ___               |
| 5. Benchmarks are set outside of construction area.  | ___               | ___              | ___               |
| 6. Property lines match those shown on subdivision plat.   | ___               | ___              | ___               |
| 7. Sufficient number of benchmarks are located and described on the plans to provide adequate vertical control during construction (approximately one per plan / profile sheet). | ___               | ___              | ___               |

<p><b>Covered by Bedford County Planning</b></p> <p>___</p>
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**SEWER REVIEW CHECKLIST**

<b>C. <u>Manholes</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Manhole stations are shown in profile.	___	___	___
2. Match lines are only shown at manholes in profile.	___	___	___
3. Invert elevations and manhole top elevations are shown.	___	___	___
4. Manholes are drawn schematically in profile.	___	___	___
5. Basic manhole information such as angle, station, stub-outs, type of top, and appropriate notes are identified.	___	___	___
6. Manholes are spaced no more than 400 feet apart.	___	___	___
7. The fall across the manholes is at least 0.2 feet and 0.5 feet for a change of flow direction equaling approximately 90° or less.	___	___	___
8. Manholes are set high enough for slopes to be accommodated.	___	___	___
9. Drop manholes are used for invert differences equal to or greater than 2.00 feet.	___	___	___
10. Watertight frame and covers are used in areas subject to flooding or surface flow.	___	___	___
11. Stub-outs are shown at manholes suitable for future connections.	___	___	___
12. Manhole tops are buried when located in VDOT right-of-way.	___	___	___
13. Elevations of manhole tops are shown to the nearest 0.1 of a foot.	___	___	___
14. Ventilation requirements are met for line when watertight covers are used.	___	___	___
15. Sewer lines or manholes are not within 10 horizontal feet of existing waterlines, or the pipe materials and manhole types conform to VDH Waterworks Regulations and DEQ SCAT Regulations for cases with less than 10 feet of separation.	___	___	___
<b>D. <u>Sanitary Sewer Line</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Pipe materials meet Authority requirements.	___	___	___
2. Gravity sewer is sized no smaller than 8 inches, with the exception of 6 inch sewer with terminal cleanout.	___	___	___
3. Existing and proposed utilities that cross sewer line are shown in the plan and profile.	___	___	___
4. Minimum cover requirements for sewer line installation are met and indicated in the profile view.	___	___	___
5. Minimum cover is indicated in the profile view when crossing utilities, streams, drainage ditches, roads, etc.	___	___	___
6. Minimum cover requirements are met when sewer line crosses existing utilities, streams, drainage ditches, etc.	___	___	___

### SEWER REVIEW CHECKLIST

- |  |     |     |     |
|--|-----|-----|-----|
| 7. Adequate clearance between the sanitary sewer line and any water or storm sewers is provided (18 inches minimum vertical separation).   | ___ | ___ | ___ |
| 8. Regulatory requirements are met when crossing water lines (water lines crossing over sewer with minimum separation of 18 inches between the bottom of the water line and the top of the sewer in accordance with VDH Waterworks Regulations, DEQ SCAT Regulations, and BRWA Master Specifications). | ___ | ___ | ___ |
| 9. Under unusual conditions, ductile iron pipe or AWWA specified material (i.e., SDR 18 PVC) is used when crossing water line in accordance with VDH Waterworks Regulations, DEQ SCAT Regulations, and BRWA Master Specifications.   | ___ | ___ | ___ |
| 10. Ductile iron pipe and concrete encasement is used when cover does not meet minimum depth requirement of 36 inches.   | ___ | ___ | ___ |
| 11. Ductile iron pipe and concrete encasement are used when crossing under streams.  | ___ | ___ | ___ |
| 12. Ductile iron pipe and vertical anchors are used if slope of pipe is greater than 20%.  | ___ | ___ | ___ |
| 13. Ductile iron pipe is specified with Protecto 401 or other approved epoxy lining.   | ___ | ___ | ___ |
| 14. Steel casing and restrained SDR 26, C900, or ductile iron pipe with Protecto 401 lining is specified under roadways.   | ___ | ___ | ___ |
| 15. Erosion protection is supplied in the sewer line if velocity exceeds maximum limit according to DEQ SCAT Regulations.  | ___ | ___ | ___ |
| 16. Pipe material is consistent between manholes.  | ___ | ___ | ___ |
| 17. If special circumstances exist that require change in pipe material between manholes, a Harco coupling or equal is used when PVC pipe is connected to D.I. Pipe. Location of couplings is identified in the profile view.  | ___ | ___ | ___ |
| 18. All sewer slopes are called out and correct.   | ___ | ___ | ___ |
| 19. Sewer lines are at a constant slope between manholes.  | ___ | ___ | ___ |
| 20. Minimum slope of 0.4% is met for gravity sewer sizes 8 inches or larger.   | ___ | ___ | ___ |
| 21. All terminal sewer lines with less than 5 residential connections have a slope of 1% or greater.   | ___ | ___ | ___ |
| 22. Stationing of the utility line is labeled every 500 feet at a minimum in the plan view with short lines drawn perpendicular to the centerline every 100 feet.  | ___ | ___ | ___ |
| 23. Stations are set at each structure and angle point in line.  | ___ | ___ | ___ |
| 24. Stations run from the lower end toward the upper end of the line.  | ___ | ___ | ___ |

**SEWER REVIEW CHECKLIST**

<b>E. <u>Laterals</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Existing and proposed lot lines are identified for proper lateral placement.	___	___	___
2. Existing houses, septic tanks, and septic fields needed to determine proper lateral placement have been identified.	___	___	___
3. Size of laterals indicated on plans.	___	___	___
4. Minimum pipe diameter of 4 inches is used for single house service connections, and a minimum pipe diameter of 6 inches is used for double house service connections.	___	___	___
5. Minimum slope of 1% is met for lateral connections.	___	___	___
6. Sewer line is deep enough to serve adjacent properties.	___	___	___
7. If sewer line is near a stream, the line is deep enough to serve properties on the other side of stream.	___	___	___
8. Laterals are connected to manholes if possible.	___	___	___
9. Drop connections are used when depth of sewer lateral is greater than 8 feet.	___	___	___
10. Service line crossings are minimized and consolidated where possible.	___	___	___
<b>F. <u>Calculations</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Sufficient data is provided to support pipe sizing for the proposed development and future flows. Calculations conform to DEQ SCAT Regulations for peak design flows and minimum line sizes.	___	___	___
2. Calculations indicate a velocity of flow in the sewer lines acceptable according to the DEQ SCAT Regulations.	___	___	___
3. Upstream needs and future connections are considered in the calculations.	___	___	___
4. Calculations indicate that the existing downstream facilities have adequate capacity to handle the additional flows (peak flows) from the proposed sewer system.	___	___	___
5. Number and types of connections (residential, commercial, industrial, etc.) and associated peak flows are noted.	___	___	___
6. Average GPD/Connection is stated for each connection type.	___	___	___
7. Flow duration in Hours/Day is stated for each connection type.	___	___	___
8. Total Peak Flow (GPD) and Peak Factor are stated.	___	___	___
9. Manning's pipe material roughness coefficient ("n") is stated.	___	___	___

## SEWER REVIEW CHECKLIST

10. Velocity (fps) at peak design flow is stated for each section of sewer line. \_\_\_\_\_
11. Velocity (fps) when flowing full is stated for each section of sewer line. \_\_\_\_\_

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
1. Approved October 4, 2022; effective October 4, 2022
    - a. Checklist items were modified and organized to correspond with Bedford County review requirements and to aide in minimizing duplication of agency reviews.
    - b. Items were revised, simplified and grouped, with duplicate items removed.
    - c. Section 2 I.A.14 'Review Fees' was replaced with "Plan Review Fees"
    - d. Section 2.I.A: Inspection Fees removed from checklist.
    - e. Section 2.II.A4: Item revised to allow details on plans with a note.
    - f. Section 2.II.B: Clarification added to property ownership information required.
    - g. Section 2.II.C: Regulation reference clarified for water and sewer separation requirements.
    - h. Section 2.II.D, Section 2.II.E, and Section 2.II.F.: Regulation requirements and references were added or clarified. Sewer slope requirements were clarified

### LIFT STATION REVIEW CHECKLIST

This policy is an Engineering checklist for sanitary sewer pump station projects by the Bedford Regional Water Authority ("Authority").

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Consulting Engineering Firm: \_\_\_\_\_

Date Plans Received: \_\_\_\_\_

Date on Plans: \_\_\_\_\_

**Project Status (Circle One)**

Initial Review

Revised Submittal (Submittal No. \_\_\_\_\_)

Pump Station Size

\_\_\_\_\_ gpm

PSA to Operate?

Yes No

#### ***I. Minimum Requirements to Initiate Plan Review***

##### **A. General**

1. Pump station plans have been submitted to DEQ and Authority simultaneously. \_\_\_\_\_
2. One complete set of plans was submitted for review, or four complete sets of plans for final approval, stamped, dated, and signed by a registered professional engineer or qualified registered land surveyor. \_\_\_\_\_
3. Design calculations were submitted and are stamped, dated, and signed by a registered professional engineer. \_\_\_\_\_
4. Original Professional Engineer seal and signature with date are on the cover sheet/title page of the plans and calculations. \_\_\_\_\_
5. Facsimile / reproduction of P.E. seal and signature with date are on subsequent plan sheets. \_\_\_\_\_
6. Plans are of adequate size (22" x 34" or 24" x 36"), scale and detail. \_\_\_\_\_
7. Prints and copies are legible. \_\_\_\_\_
8. The project name and date with latest revisions are clearly noted on the cover of the plans and calculations. \_\_\_\_\_
9. Name and address of the Engineering/surveying firm that prepared the documents are clearly shown on the cover sheet of the plans and calculations. \_\_\_\_\_
10. Developer Agreement package has been mailed to owner. \_\_\_\_\_
11. Developer Agreement has been signed and returned. \_\_\_\_\_
12. Review and inspection fees have been paid. \_\_\_\_\_
13. For revised submittals, each item from review comments is specifically addressed and acknowledged in a cover letter. \_\_\_\_\_

**YES**

**NO**

**N/A**

**LIFT STATION REVIEW CHECKLIST**

<b>B. <u>Plans</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Station is capable of pumping 30 gallons per minute or more, and/or is intended to be Authority owned and operated.	_____	_____	_____
2. Bioxide is provided where necessary to slow the wastewater degradation (based on length of forcemain and/or detention time).	_____	_____	_____
3. Design calculations were submitted with plans, showing the pump curve and system head calculations.	_____	_____	_____
 <b>II. Plan Review</b>			
<b>A. <u>Building</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. A secure control building is provided within a distance of 20 feet from edge of wet well.	_____	_____	_____
2. All electrical panels, control panels, motor starters, and generator transfer switches (if so equipped) are shown mounted inside this building.	_____	_____	_____
3. The control building is a minimum of 8-foot wide by 8-foot deep. If the building also houses items other than the electrical panels and controls (i.e. a bioxide tank, generator, equipment storage, or suction lift pumps), additional space is allocated.	_____	_____	_____
4. A wall mounted space heater adequately sized adequately is provided with a thermostat mounted 4-feet off the floor.	_____	_____	_____
5. A ventilation fan is provided on the top of one side of the building, and a mechanical louver on the bottom of the other side of the building; the fan is equipped with a Hand/Off/Auto switch, where the auto switch is controlled by a thermostat that is mounted 4-feet off the floor.	_____	_____	_____
6. Lockset is specified as mortise style lock deadbolt lock and handle, equivalent to Corbin Russwin model ML2051 BHMA 630.	_____	_____	_____
7. A minimum of 2 fluorescent lighting fixtures with electronic ballasts are shown for an 8-foot x 8-foot building; proportionately more fixtures are shown if the building is larger.	_____	_____	_____
<b>B. <u>Pumps</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. Submersible pumps are retrievable, with stainless steel chain as the lifting equipment.	_____	_____	_____
2. Pumps shall have independent Variable Frequency Drives (VFD) for soft starting and stopping.	_____	_____	_____
3. Pumps shall not have trimmed impellers; the full size impellers flow rate is controlled with the VFD.	_____	_____	_____

**LIFT STATION REVIEW CHECKLIST**

4. Manufacturer is Hydromatic, KSB, Gorman-Rupp pumps or approved equal.			
<b>C. Controls, Sensors, and Equipment</b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>N/A</u></b>
1. An Allen Bradley SLC-505 PLC is shown to control the pumps and to control the alarming.	_____	_____	_____
2. An Allen Bradley Panelview 550 or greater, with an ethernet connection, is shown as the display panel for the site.	_____	_____	_____
3. A sensor is provided on the incoming side of the VFD to monitor the voltage and phase of the utility power.	_____	_____	_____
4. An uninterruptible power supply (UPS) is provided for the PLC, flow meter, and any other key components in the control cabinet.	_____	_____	_____
5. A 4 port rail mounted ethernet switch is provided in the cabinet.	_____	_____	_____
6. The following manual controls and indicators are provided:	_____	_____	_____
▪ Hand / Off / Auto Switch for each pump	_____	_____	_____
▪ Push button to acknowledge all alarms	_____	_____	_____
▪ Push button to reset all alarms	_____	_____	_____
▪ Red indicator light	_____	_____	_____
7. A submersible pressure transducer is provided to monitor wet well level. The transducer is retrievable, mounted inside of a straight stilling well (no bends or deflections) of at least 4-inch diameter PVC.	_____	_____	_____
8. A mercury float switch is provided for high level backup and alarming. Float is located near the invert in elevation for the lowest gravity sewer pipe.	_____	_____	_____
9. A mercury float switch is provided for low level backup and alarming. Float is located near the top of the motor for the submersible pump, or at least 18-inches above the end of the suction line for suction lift pumps.	_____	_____	_____
10. Mercury float switches are mounted where they can be easily accessed for retrieval, and attached to a stainless steel chain to allow for adjustment.	_____	_____	_____
11. Alarm light and horn are mounted on the outside of the controls building, in a location that is easily visible from the nearest street and/or structure.	_____	_____	_____
12. Magnetic Flow meter is provided with both analog (4-20mA) and digital (pulse) outputs.	_____	_____	_____
13. Where generators are required by the DEQ regulations, they should have remote alarming capability that is tied into the PLC as an alarm condition.	_____	_____	_____





**LIFT STATION REVIEW CHECKLIST**

10. All slide rails, chains, brackets, bolts, and other appurtenances are stainless steel. \_\_\_\_\_
11. Limit switches are provided on all check valves. \_\_\_\_\_

**E. Site Requirements**

**YES      NO      N/A**

1. Site is a minimum of 75-foot wide by 75-foot deep, unless otherwise approved by the Authority. \_\_\_\_\_
2. If the site does not border a public right of way, a dedicated Authority right of way is provided to the site. \_\_\_\_\_
3. A trolley beam (W6x12 I-beam) shall be provided directly above the hoist connection point for the pumps. The beam is supported by at least 2 posts, which are tall enough to allow the hoist to lift the bottom of the pump off the ground at least 4-feet. A trolley and hoist are provided to run along this trolley beam. \_\_\_\_\_
4. At least 12 feet of ground clear space shall be provided beside the wet well (submersibles) or building (suction lift). \_\_\_\_\_
5. Site lighting consists of at least 2 site lights. \_\_\_\_\_
6. One pole mounted 200 watt mercury vapor light with a dusk to dawn sensor is located as close as possible to being directly over top of the pumps in the wet well. The light operates off a wall mounted switch that is located in the control building. \_\_\_\_\_
7. A fence is provided 8-feet tall with 3 strands of barbed wire. The main driveway entry gate shall be a double swing gate of at least 20-feet total width. \_\_\_\_\_

**Section 1. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on June 27, 2013, effective July 1, 2013.

## NEIGHBORHOOD LINE EXTENSION

### Section 1. PURPOSE

In past years, some subdivisions were created in Bedford County and the Town of Bedford in areas that had no access to public water and/or sewer service. Subsequent to the creation of these subdivisions, the Bedford Regional Water Authority ("Authority") or its predecessors extended public water and/or sewer service to an area near some of these subdivisions so that it has become practical to construct water lines and/or a low pressure sewer system such that service can be provided to these neighborhoods. This policy establishes the criteria and conditions by which such neighborhood line extensions may occur and provides a methodology by which the cost for such extensions may be paid. This policy shall apply primarily to existing residential neighborhoods that did not have access to public water and/or sewer at the time of their initial development; in rare situations, this policy can also be used for non-residential or mixed use areas where water and/or sewer extensions are needed.

### Section 2. POLICY

- A. To initiate a line extension under the provisions of this policy, a neighborhood representative shall contact the Authority about the potential project; the Authority Engineering Department ("Engineering") will then provide the neighborhood representative with a copy of this policy, as well as a blank petition form. The neighborhood representative must then provide this information to the property owners in their neighborhood and must obtain signatures on the petition from the property owners of at least seventy percent (70%) of the lots and/or parcels with owners who will benefit from the line extension ("Eligible Lots"). The property owners that sign the petition are thereby agreeing to pay the Project Fee, as established in the Authority's current Rates policy and at such a time as so requested by the Authority, for each of the lots they own. The completed petition bearing the original signatures must be returned to Engineering before any further steps are taken.
- B. Upon receipt of the petition, Engineering will verify that the appropriate number of signatures were obtained for the defined project area; if the petition is valid, they will then prepare a preliminary cost estimate for the project that will include the construction cost and total related costs such as Administrative, Engineering, survey, legal, easements acquisition, etc. ("Project Costs"). Engineering will then present a memorandum to the Policies and Projects Committee ("Committee") containing the petition, the cost estimate of the Project Costs, a map of the area, and a summary about the project. The Committee will review the information, evaluate if the Authority has all of the resources (including, but not limited to, financial, personnel, and Administrative resources) available to commit to the project and determine if they will recommend the project to proceed. If sufficient funding is not available, then the additional funding would need to be subsidized by the property owners, or by any other funding source secured by the property owners, before the project may move forward. If the Committee recommends that the project proceed, the recommendation will be presented to the Authority Board of Directors at the next regularly scheduled Board meeting.
- C. If the project is approved by the Board of Directors to proceed, Engineering establishes a deadline for the payment of the Project Fees to be received and they will then mail out a letter to each of the property owners informing them of the deadline and soliciting their payments.

### NEIGHBORHOOD LINE EXTENSION

- D. Once the required number of Project Fees have been received and placed into an interest bearing escrow account, Engineering will notify the residents that the Authority will proceed to design and procure bids for the project. If the required amount of Project Fees has not been paid by the deadline, all of those fees already paid will be fully refunded. The interest earned on the account during this period will be retained by the Authority to defray the Administrative costs incurred.
- E. After designing and procuring the project, the project will be constructed if the bids are equal to or less than the preliminary cost estimate. If the bids are greater than the amount of the cost estimate, the Authority Board will determine how they would like to proceed with the project. Additional fees may be sought from the property owners that have already paid, they may be sought from the property owners that haven't contributed, or they may be allocated from the Authority's reserves. If the additional fees are not obtained and the project does not move forward, the Authority will refund all of the fees that have been paid, less a prorated share of any related costs that have been expended on the project to date. If the project moves forward, the Authority will administer the construction of the project. Once the construction and testing of the entire project is complete and the line is activated, connections will be allowed. For those that connect, the Authority and Virginia Department of Health (VDH) standards for preventing the interconnection of wells to the public system must be followed.
- F. Any property owner who does not pay their Project Fee initially, will not be required to pay the fee until they decide to connect in the future. If any lot owners elect to connect to the lines built as part of a Neighborhood Line Extension until such a point in time as the lines are fully depreciated, they will be required to pay the Project Fee that is current at the time that it is paid, as well as all other fees in the current Rate policy that are in effect at that time. If the property line of a connecting lot is more than 300 feet from the end of an extended water or pressure sewer line, the Project Fee will be waived.

### Section 3. ALTERNATIVE FUNDING

- A. When the neighborhood property owners are not able to fund the project as stated above, there are several other options that the owners may want to consider in an attempt to secure funding:
  - 1. Some of the property owners may elect to contribute more than the project fee in order to:
    - a. pay on behalf of other property owners that do not commit to paying the project fee
    - b. provide the balance of the funding to ensure that the project is approved by the Authority to proceed to design and construction
  - 2. Petition the local governing body to provide financial assistance to cover the project costs. This may lead to the County of Bedford or Town of Bedford local government:
    - a. including the project in a future budget for future year spending
    - b. issuing a special allocation in the current fiscal year to expedite the project
    - c. establishing a special tax district to fund the Project Costs
  - 3. Provide evidence to the Authority that the fifty percent (50%) of the total gross Commodity and Base Charge revenue generated due to the completion of the project would cover the Project Cost over a 10 year period of time. This information must be provided to the Authority with a petition signed by at least 70% of the property owners requesting the Authority to include

#### NEIGHBORHOOD LINE EXTENSION

the project as part of the capital improvement plan. The Authority would then review the request, and determine if it would be possible to provide some or all of the funding to cover the development cost of the line extension.

#### **Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. The policy was modified on November 13, 2017, effective November 22, 2017, to include:
  - 1. Section 1: Clarification that this policy is primarily for residential use
  - 2. Section 3: Added to provide alternative funding options

**COMMUNITY INFRASTRUCTURE EXPANSIONS****Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) is interested in expanding water and sewer infrastructure wherever possible, provided such expansions be in accord with the long range plans, zoning, and ordinances of the local governing body in Bedford County (“County”) and/or the Town of Bedford (“Town”). This policy is to explain the position of the Authority with respect to such water and sewer system expansions.

**Section 2. POLICY**

- A. The Authority has a Capital Improvement Plan (“CIP”) that outlines the anticipated schedule of future infrastructure projects; the funding for these projects may take any of the following forms:
  - 1. The Authority will construct projects according to schedule outlined in the CIP, and as the funding is allocated in the fiscal year budget. The CIP is updated each fiscal year based upon the Authority’s current needs and priorities and the funds that are available.
  - 2. When parties other than the Authority desire for projects that are not on the CIP to be completed, or when the desire is for the project schedule to be expedited from what is outlined in the CIP, then the other parties are expected to provide the funding for the project.
  - 3. Financial assistance may be provided by the Authority:
    - a. per the Economic Development Policy 4.60 for projects receiving subsidized funding from the County or Town.
    - b. per the Prepayment Policy 4.40 where the proposed infrastructure follows the Authority’s Water and Sewer Master Plan and is sized larger than necessary for the development.
- B. This Policy applies to the development, extension, or expansion of the following facilities by the Authority:
  - 1. Waterlines, water booster stations, water storage tanks, water treatment systems, and related infrastructure
  - 2. Gravity sewer lines, pressure force mains, lift stations, sewer treatment plants, and related infrastructure
- C. This policy is intended to be applicable to non-residential and mixed-use developments where the community will derive benefit from the construction of the water and sewer facilities. Please see section 3 of this policy for other policies related to the extension of water and/or sewer service.

**Section 3. RELATED POLICIES**

- A. Neighborhood Line Extension (“NLE”) Policy 4.20: The Authority has a Neighborhood Line Extension policy to govern how water and/or pressure sewer service can be extended into an existing residential subdivision. The concept behind a NLE project is that the majority of the property owners agree to pay for the majority of the cost to extend the utility lines into the subdivision.
- B. Economic Development Policy 4.60: In order to support economic development, the Authority developed policy 4.60 to explain how support can be given to assist with developing a single

### COMMUNITY INFRASTRUCTURE EXPANSIONS

parcel of land with water and/or sewer service. The Economic Development Policy is intended for use for with a single property owner, and primarily for onsite infrastructure and the connection to the adjacent existing water and sewer lines.

- C. Prepayment Policy 4.40: When developers voluntarily extend water and/or sewer lines offsite beyond the requirements of County or Town Ordinances in order to connect their new development to existing water and/or sewer infrastructure, the Authority may elect to provide prepayment credits to the developer. These credits may then be used to offset the Capital Recovery Fees that are charged when connections are made for these newly developed lots.

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on November 13, 2017, effective November 22, 2017.
- B. This policy was modified as follows:
1. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 3.C: 'Facility Fees' was replaced with 'Capital Recovery Fees'

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**MASTER SPECIFICATIONS****Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) has adopted a set of Master Specifications in order to ensure consistent installation of water and sewer facilities in Bedford County. At a minimum, these specifications shall adhere to all state and federal regulations; however, in some cases the requirements are more stringent than regulation require, to account for local conditions and preferences.

**Section 2. POLICY**

- A. All water and sewer development in Bedford County shall adhere to the Authority’s Master Specifications. The latest editions of the specifications are as follows:
  - 1. Complete Master Specification: February 15, 2018.
- B. A copy of the Master Specifications shall be kept on every project job site at all times that any water and/or sewer work is being performed.
- C. The latest version of these Master Specification can be obtained as follows:
  - 1. A Digital version can be downloaded from the Authority’s web site at [www.brwa.com](http://www.brwa.com).
  - 2. Hard copies can be purchased by contacting the Authority.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2012, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022, effective October 4, 2022:
    - a. Section 2.A.1 was modified to the correct date of the last Master Specification editions.

**SUPPLEMENT TO THE MASTER SPECIFICATIONS****Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) has adopted a set of Master Specifications in order to ensure consistent installation of water and sewer facilities in Bedford County. In between major revisions to the Master Specifications, it may be necessary for the Authority to modify the materials and methods of construction; this policy is to adopt the new standards until the Master Specifications can be formally modified.

**Section 2. METHODS**

- A. Existing Utilities: Where new development affects existing water or sewer lines, the same standards as presented in the Master Specifications and below shall apply. Specific improvements necessary to the existing utilities to accommodate the proposed utilities will be addressed on a case by case basis.
1. Interior Drops on Existing Manholes: Where interior drop connections are proposed on existing four (4) foot diameter manholes, only one (1) interior drop connection will be allowed.
- B. Water Service Line Sizing: Water service lines for domestic water services shall typically be at least one size larger than that of the meter size being served. Refer to the following chart for typical sizing:

<u>Meter Size</u>	<u>Minimum Service Line Diameter</u>
5/8” to 3/4”	1”
1” to 1-1/2”	2”
2”	3”
3”	4”

- C. Directional Drilling for Forcemain Sewer: For pipe sizes 4 inches or less, pipe shall be SDR series bell & spigot PVC pressure pipe conforming to ASTM D2241 with a rubber sealing ring locked in place to allow expansion and contraction but prevent displacement during installation. Pipe shall be rated as outlined in Bedford Regional Water Authority Master Specification 33 03 00-6.2. High Density Polyethylene (HDPE) pressure pipe will only be approved in special circumstances.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
1. Approved October 4, 2022, effective October 4, 2022:
- a. Section 2.B was added for water service line sizing.
- b. Section 2.C was added for clarification of directional drilling using piping that meets standard approved piping material as outlined in the BRWA Master Specifications.



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**PREPAYMENT****Section 1. PURPOSE**

Occasionally developers of property located in Bedford County are interested in expanding public water and/or sewer utility services in order to obtain public service for their proposed development. In order for the Bedford Regional Water Authority ("Authority") to consider and/or encourage extension and/or expansion of said facilities for developments that do not fall within utility extension provisions as outlined by the Bedford County Subdivision Ordinance, other such ordinances, and/or laws that take precedence, this policy outlines the requirements for consideration of offsite water and/or sewer extensions and/or expansions to provide accessibility to new subdivisions. Provisions of this policy may also be considered as an alternate compensation method for the acquisition of easements.

**Section 2. POLICY**

- A. This policy is subordinate to all provisions of the Bedford County Subdivision Ordinance and applicable Town of Bedford Ordinances.
- B. The intent of this policy is to establish a method by which a utility service area can be expanded as deemed feasible and aligned with the overall growth expectations for Bedford County and done so as a partnership between the developers and the Authority; this policy provides the developers with the opportunity to construct offsite utilities to their desired development areas with financial consideration being given by the Authority.
- C. It shall be the policy of the Authority to reimburse developers who construct and dedicate offsite facilities of appropriate use to the Authority. Such reimbursement shall be for the verifiable costs of construction and may be made through reimbursements or credits for Capital Recovery Fees or other such methods as deemed appropriate by the Authority.
- D. Each project proposed for reimbursement shall be evaluated by the Board of Directors on a case by case basis and shall be directed by an agreement signed between the parties involved in the project in accordance with established procedures.
- E. After the Board of Directors gives approval for a project to have prepayment credits issued, the credits must be issued within one (1) year or the agreement will be void.
- F. All prepayment credits must be used within a seven (7) year period from the date in which the credits were issued. Any credits not used in this timeframe will be void and may not be redeemed at any point after the period.

**Section 3. ALTERNATE COMPENSATION**

- A. Prepayment credit for Capital Recovery Fees may be offered as just and fair compensation for easement purchases upon evaluation and approval on a case by case basis. Prepayment credit up to the value of a single equivalent residential Capital Recovery Fee per lot shall be reviewed for

#### PREPAYMENT

approval by the Executive Director, with all prepayment credits exceeding this amount being evaluated for approval by the Board of Directors.

- B. All prepayment credits given as an alternate form of easement compensation must be used within a three (3) year period from the date in which the credits were issued. Any credits not used in this timeframe will be void and may not be redeemed at any point after the period.

#### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - a. Approved March XX 2021, effective March XX 2021:
    - i. Section 2.C was updated with the new fee name.
    - ii. Section 3 was added for alternative compensation for easements.

## CONDEMNATION

### Section 1. PURPOSE

- A. This policy is to establish a procedure the Bedford Regional Water Authority (“Authority”) intends to follow in order to exercise its statutory right of eminent domain properly pursuant to Virginia Code § 15.2-5114(6).
- B. The Authority may use the general condemnation provisions of § 25.1-200 *et seq.* or the Certificate provisions of § 25.1-300 *et seq.* If the Authority has not agreed on the amount of compensation with the affected property owner or owners (“Owner”), the Authority must initiate condemnation proceedings under §25.1-200 *et seq.* within sixty (60) days of project completion. VA. CODE § 25.1-313. The Authority’s advantage in using the Code’s Certificate provisions is that the Authority may begin work prior to agreeing on compensation.

### Section 2. REQUIREMENTS

- A. A list of requirements the Authority must satisfy is as follows:
  1. Conduct a title examination of the property in order to determine each Owner’s identity and the nature and extent of each Owner’s interest in the property. *See* VA. CODE § 25.1-204(D).
  2. Get a property appraisal that satisfies Certificate of Take requirements and make a bona fide but ineffectual effort to acquire the property from Owner by purchase prior to instituting condemnation proceedings. *See* VA. CODE §§ 25.1-204(A), 25.1-303, and 25.1-417. *See* below for the appraisal requirements:
    - a. Virginia Code § 25.1-417(A)(2) describes the manner in which an appraisal must be conducted and requires that “[r]eal property shall be appraised before the initiation of negotiations.” The Owner must be given an opportunity to accompany the appraiser during the inspection of the property. The Authority’s offer to the Owner shall not be less than the Authority’s approved appraisal of the fair market value of the property. VA. CODE § 25.1-417(A)(3).
    - b. However, the Authority does not need to obtain an appraisal if the official responsible for the acquisition determines that the value of the property being acquired is less than \$25,000, based on assessment records or other objective evidence. Whenever the value of the property is determined to be between \$10,000 and \$25,000, the Authority must disclose to the Owner that the offer is based on assessment records or other objective evidence and not on an appraisal and that the Owner may request that an appraisal be prepared and used as the basis for establishing just compensation. Va. Code § 25.1-417(A)(2).
  3. Have an easement drawing or plat made to show the dimensions of the property to be taken and the work to be done. *See* VA. CODE § 25.1-206(2)(d).
  4. Make a bona fide effort to purchase the property before instituting condemnation proceedings or issuing a Certificate. This must include a written statement to the Owner explaining the factual basis for the offer, a description of the public use that provides the basis for the Authority’s acquisition, and a certification that the Authority has reviewed the acquisition for purpose of complying with Virginia Code § 1-219.1. *See* VA. CODE § 25.1-204(B). The written statement also must contain a complete copy of the appraisal, if obtained, Va. Code §

## CONDEMNATION

- 25.1-204(C), and a copy of the title examination report VA. CODE § 25.1-204(D). *See also* Va. Code §§ 25.1-303 and 25.1-417.
- a. If the taking results in any Owner's displacement, the Authority must make fair and reasonable relocation payments pursuant to Virginia Code § 25.1-406 *et seq.* Payments include reasonable moving expenses for the Owner and the Owner's family, business, farm operation, or other personal property; losses of tangible personal property as a result of moving or discontinuing a business or farm operation (not to exceed an amount equal to the reasonable expenses of relocating such property); expenses in searching for a replacement business or farm; and expenses necessarily incurred in reestablishing a displaced farm, nonprofit organization, or small business at its new location (not to exceed \$25,000).
  5. If it becomes clear that the Authority and the Owner will not be able to agree on compensation for the easement, the Authority must publish a notice and hold a public hearing before it can adopt a resolution of condemnation. Best practice also indicates that the Authority should send all Owners of the property a copy of the notice of the public hearing by certified mail. The Authority also should mail a copy of the notice of the public hearing to any tenants of the property and/or post a copy of the notice of the public hearing in a conspicuous place on the property.
  6. In order to proceed with the condemnation, the Authority and the Owner must disagree on compensation or other purchase terms. The Authority must adopt a resolution approving the proposed public use and directing the acquisition of property for public use by condemnation or other means. The resolution must state the use to which the property shall be put and the necessity therefor. *See* VA. CODE § 15.2-1903.
    - a. After the Authority has adopted the resolution, the Authority has two (2) options available:
      - i. It may institute standard condemnation proceedings pursuant to § 25.1-200 *et seq.*, or
      - ii. It may exercise Certificate power pursuant to § 25.1-300 *et seq.* The Authority uses the Certificate power when it is necessary for the Authority to gain immediate access to the property to proceed with the project.
  7. Jurisdiction for either standard condemnation proceedings or Certificate proceedings is in the circuit court of the county or city wherein such property or the greater portion thereof is situated. Condemnation proceedings are conducted as actions at law.

### Section 3. CERTIFICATE OF TAKE PROCEDURE

- A. The procedure the Authority must follow in order to proceed by means of a Certificate is set forth below:
  1. Before entering into, or taking possession of land, the Authority must either:
    - a. Pay into the circuit court a sum of money estimated to be the fair market value of the property being taken and the damage being done to the property, based on an appraisal if one is required by Virginia Code § 25.1-417. If the Authority makes a payment into court, it must also record a certificate of take. *See* VA. CODE §§ 25.1-305, -307; or
    - b. Issue a certificate of deposit for the fair market value of the property being taken and the damage being done to the property, based on an appraisal if one is required by Virginia Code § 25.1-417.

## CONDEMNATION

In either event, the Authority must give notice to the Owner or tenant of the property by registered mail that such a certificate will be filed. *See* VA. CODE § 25.1-306. The certificate (whether a certificate of take or a certificate of deposit) must set forth the description of the property being taken or damaged and the Owner, if known, of the property. *See* VA. CODE § 25.1-307(A).

2. Record the certificate of take or the certificate of deposit in the clerk's office of the court where deeds are recorded. *See* VA. CODE § 25.1-307(B). Once the certificate has been recorded, the Owner's interest in the property will terminate and title to the property will be vested in the Authority. Title in the Authority, however, will be defeasible until the Authority and the Owner reach agreement on the compensation due or the compensation due is determined in condemnation proceedings. *See* VA. CODE 25.1-308.
3. Any Owner entitled to any part of the funds deposited with the court or represented by a certificate of deposit may then petition the court for distribution of all or any part of the funds. The Authority has twenty-one (21) days after service of such petition to show cause, if any, why such amount should not be distributed. If the Authority does not show such cause, the court shall enter an order directing the distribution of such amount as requested, plus any accrued interest. *See* VA. CODE § 25.1-310.
  - a. If the Authority issued a certificate of deposit, the court will send a certified copy of the order to the Authority and the Authority must deposit the funds represented by the certificate of deposit within thirty (30) days of the date of the order. Interest shall be payable from the date the certificate of deposit was filed. *See* VA. CODE § 25.1-310.
  - b. The Owner's acceptance of this payment shall not limit the amount awarded by the commissioners or jury in a condemnation proceeding if the parties cannot agree on compensation for the property taken or damaged and evidence of the amount deposited with the court or accepted by any Owner shall not be admissible in court. *See* VA. CODE § 25.1-311.
4. The Authority may petition the court to reform, alter, revise, amend, or invalidate the certificate based upon an error in the certificate or the necessity for any change in the certificate. *See* VA. CODE § 25.1-312.
5. If the Authority and the Owner cannot agree on compensation for the property taken or damaged within sixty (60) days of completion of the construction of the improvements on the property, the Authority must institute condemnation proceedings pursuant to Virginia Code § 25.1-200 *et seq.* unless it already did so before recording the certificate of take or certificate of deposit. *See* VA. CODE § 25.1-313.

### Section 4. CONDEMNATION PROCEEDINGS

- A. In order to exercise its condemnation powers, the Authority must take the following actions after it has obtained a title examination and appraisal, had relevant plats prepared, made a bona fide effort to purchase the property, issued public notices, conducted a public hearing and adopted a resolution.

The Authority must file a petition naming itself as plaintiff and the property to be condemned (designated by kind, quantity, and location) and its Owner as defendants. *See* VA. CODE § 25.1-206 for the following requirements. The petition must:

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**CONDEMNATION**

- a. be verified by affidavit of a duly authorized officer, agent, or attorney for the Authority;
- b. contain the Authority's authority for the taking, the necessity for the work or improvements to be made, and the public use(s) for which the property is to be taken;
- c. include a description of the work or improvements to be made, the estate, interest, or rights in the property to be taken, and a description of the property to be taken sufficient for its identification. A plan or plat of the land must be attached. Where only a portion of the property is to be taken or other property will or is likely to be damaged as a result of the taking, a plan, plat, or drawing in sufficient detail to disclose the nature of the work or the improvements to be made (including specifications, elevations, and grade changes, if any) must be attached;
- d. include the names and residences of the Owners whose property is to be taken or damaged, as ascertained by a title examination. Where the names of any Owners are unknown, those parties may be designated "Unknown Owners;"
- e. state that the Authority has complied with the requirement in Virginia Code § 25.1-204 that it make a bona fide effort to purchase the property and the manner of such compliance; and
- f. include a prayer asking for judgment that the property be condemned and title vested in the Authority, that just compensation be ascertained and awarded, and for such other relief as may be lawful and proper.

The Authority shall provide the clerk with one (1) copy of the petition and all exhibits thereto and such additional copies as the clerk or any defendant reasonably may need.

- B. The parties must participate in a dispute resolution orientation before the condemnation matter can proceed.
- C. The Authority's attorney will handle the remaining steps in the litigation process.

< See next page for continuation >

CONDEMNATION

**Section 5. EASEMENT CONDEMNATION TIMELINE**

<b>Task</b>	<b>Responsible Party</b>	<b>Deadline</b>
Title search	Legal Counsel	
Estimate value of take; obtain appraisal if required (owner may participate)	Authority	
Authority bona fide written offer to Property Owner(s) including factual basis for offer and description of public use, along with easement agreements for their review; report of title exam must be provided, as well as a copy of appraisal if obtained	Authority	
Continued negotiations between Authority and Property Owner	Authority	Until negotiations fail
Newspaper advertisement advertising notice of public hearing (Board Meeting)	Authority	Submitted by Authority to newspaper of general circulation in Bedford County in time for printing once a week for two consecutive weeks, the last publication being at least 5 but not more than 21 days prior to hearing
Eminent domain resolution	Authority and Legal Counsel	In time for board packet
Conduct and attend public hearing declaring the public use of the property and the necessity therefore, and duly adopt the eminent domain resolution by board action of the Authority board	Authority and Legal Counsel	Board Meeting
Final bona fide offer letter by certified mail and notice of intent to condemn, if offer is refused, along with title report, appraisal (if obtained), easement agreements and engineering diagrams attached – direct negotiations to Authority personnel in letter	Legal Counsel	After negotiations fail and eminent domain resolution has been adopted at the Board meeting
Filing of eminent domain certificates	Legal Counsel	Upon expiration of deadline in Legal Counsel bona fide letter offer
Filing of condemnation petitions and notices and supporting documents, if necessary	Legal Counsel	Within 60 days of final completion of construction



## CONDEMNATION

### **Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on April 23, 2013, effective July 1, 2013.



## EASEMENT VALUE CALCULATIONS

### Section 1. PURPOSE

The purpose of this policy is to outline how the Bedford Regional Water Authority (“Authority”) calculates the value of an easement.

### Section 2. POLICY

- A. Due to the overall benefit that is provided to the community when a water or sewer facility is constructed, the Authority requests that easements are donated whenever possible.
- B. The Authority will not waive or discount Capital Recovery Fees in exchange for easements. Whenever possible, the Authority will work with the property owner and the contractor to try to reduce the Tap Fees by installing the connections while the contractor is installing the facilities.
- C. Land Value: The highest value from the following methods shall be used in assessing the value of the land where the easement will be located:
  - 1. Tax Assessed Value
    - a. Use the proportionate Land Value as listed from current tax records.
  - 2. Assigned value per foot of pipe length through property
    - a. Assigned value will be based on a property value per foot of water or sewer line going through property, applicable where the easement area is linear.
  - 3. Similar Land Sales
    - a. Utilize real estate sales in the area within the past two years.
    - b. Land value of total sale to be based on percentage of land to total value as listed in Tax Records, unless specifically listed in real estate documents.
- D. Easement values:
  - 1. Permanent easements shall be calculated at fifty percent (50%) of the land value of the area being requested.
  - 2. Temporary construction easements shall be calculated at twenty-five percent (25%) of the land value of the area being requested.
- E. If valuation methods above are not acceptable to the property owner, a formal property appraisal may be performed as per Policy 4.50 – Condemnation. Upon an appraisal, percentage of land value affected by permanent and temporary easements will be individually determined by the appraiser.
- F. If an easement is situated on a property such that it removes access to another portion of the property, the remaining portion of property may be considered for easement valuation as well.

## EASEMENT VALUE CALCULATIONS

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 18, 2014, effective March 19, 2014.
- B. This policy was modified as follows:
  - 1. Approved October 18, 2022; effective October 19, 2022.
    - a. Section 2.B: 'facility fees' was replaced with 'Capital Recovery Fees'
    - b. Section 2.B: 'connection fees' was replaced with 'Tap Fees'

## ECONOMIC DEVELOPMENT

### Section 1. PURPOSE

The Bedford Regional Water Authority (“Authority”) recognizes the importance of economic development to the community. The Authority believes that a strong local economy equates to a healthy community; economically vibrant communities are often also healthy and well-balanced places to work and reside. To that end, the Authority is interested in supporting the economic development efforts in Bedford County (“County”) and the Town of Bedford (“Town”) in conjunction with the financial support of these governing bodies for non-residential and mixed-use developments. This policy is to explain the support that may be available from the Authority to a Developer for an economic development project (“Project”) identified by the County and/or Town to receive financial assistance.

### Section 2. POLICY

- A. Administrative assistance: The Authority will provide administrative assistance in reviewing prospective development plans with the developer, Town, or County representatives.
  - 1. The Authority will endeavor to expedite the Economic Development projects, and will strive to provide suggestions that may help the developer to expedite their project.
  - 2. The Authority will look for options on how to minimize the front end costs related to the installation of the water and sewer facilities for the site.
- B. Facility Fee Assessment: When compound meters or fire flow meter assemblies are required to serve the proposed non-residential or mixed-use development, the Authority will calculate the facility fees based on the smaller side of the meter whenever possible; details of this substantial fee reduction can be found in the Rate Information Policy 2.01.
- C. Funding: The Authority will consider providing funding assistance, whenever possible, to help offset the cost of developing the water and/or sewer system on the site of the development. This funding is intended to help offset the construction costs of those water and/or sewer facilities that will be dedicated to the Authority upon completion of the Project; this includes infrastructure such as fire flow meter vaults, offsite water and/or sewer extensions needed to get service to the site, and onsite water and/or sewer extensions up to the water meter and sewer cleanouts on the site.
  - 1. Application for funding: The County or Town must make a written request to the Authority for each project where financial support for economic development for the Project is being requested. This written request must include the following components:
    - a. A detailed cost estimate of the water and sewer construction for the Project that is being considered under this policy
    - b. Calculations showing the anticipated water and/or sewer use and projected water and/or sewer revenue for each of the first 5 years of operations after the Project is completed.
    - c. The amount of financial support being provided for the water and/or sewer Project by the County and/or Town.
  - 2. Availability of funds: The Authority will set aside funds, when the budget allows and as approved by the Board of Directors (“Board”); these set-aside funds may be used for this funding assistance. The Board must approve of the use of the funds as described herein.

### ECONOMIC DEVELOPMENT

- a. These funds are intended to subsidize the funding provided by the County and/or Town through their economic development initiatives; they are not to be disbursed to the Developer without verification of at least the same amount of funds being provided for the Project from the appropriate governing locality.
  - b. The funds allocated to assist the developer under this policy may not exceed the amount of funding available in the set-aside program. A tabulation of the set-aside funds available will be maintained by the Authority.
  - c. When funding is provided by the Authority, it shall be provided for the sole purpose of developing the water and/or sewer system on the site which will be deeded to the Authority for ownership.
3. Amount of Funding:
- a. The maximum amount of the funding provided by the Authority shall be no greater than the least of the following criteria:
    - i. Locality match: the total amount provided to the developer by the County and/or Town for the water and sewer systems for the site being developed; or,
    - ii. Construction percentage: twenty five percent (25%) of the total cost of the water and sewer system development for the site being developed; or,
    - iii. Revenue allocation: fifty percent (50%) of the total new or increased annual water and sewer revenue that is collected from the development related to the Project over each year of the initial 5 year periods of being served by the project being funded under this policy.
4. Disbursement of Funds: If approved by the Authority for funding, and upon verification by the Authority of the actual total new or increased annual revenue generated that is directly related to the Project; then,
- a. The available funding, based on actual new or increased revenue collected from the development for which the project was constructed, will be disbursed to the Developer on an annual basis for a maximum of five (5) years running consecutively.
  - b. Schedule:
    - i. the first disbursement will be issued within sixty (60) days after one (1) full year of water and/or sewer service having been provided by the Authority.
    - ii. the second, third, fourth, and fifth disbursement will take place each year at approximately the same time of the year as the issuance of the first disbursement.
- D. Alternate Assistance: When financial assistance is not available for economic development projects being funded by the County or Town, alternate forms of assistance may be considered.
1. The Authority may provide design assistance depending on the size of the project and personnel availability.
  2. The Authority may waive select Engineering Service Charges for non-residential or mixed-use development.
  3. Prepayment credits may be issued to offset Facility Fees per Prepayment Policy 4.40.
- E. Bond Covenants: Due to restrictions that are set forth in the Authority's bond covenants;
1. The applicable Connection Fees and Facility Fees must be charged in accordance with the Rates Policy 2.00; the fees cannot be waived or reduced for any new connection.
  2. The Commodity Charges and Base Charges must be billed in accordance with the Rates Policy; these fees cannot be reduced or waived.

## ECONOMIC DEVELOPMENT

**Section 3. EXAMPLES****A. Hotel:**

1. Scenario: A new hotel is being planned for construction in the Town of Bedford, and the hotel is required to have fire suppression. The hotel needs a 4-inch by 1-inch (4"x1") fire meter installed in a concrete vault. The cost of the meter and vault is estimated to be forty thousand dollars (\$40,000). The developer would like some assistance to help cover the cost of this meter and vault. The developer estimates that the hotel will pay ten thousand dollars (\$10,000) a year for water and sewer service. The Town agrees to pay for half of the cost to construct the vault; this equates to a contribution from the Town of twenty thousand dollars (\$20,000) as an economic incentive.
2. Available Funding: based on the above scenario, the maximum total amount of the funding that would be provided by the Authority would be \$10,000. This calculation is based on the least of the following:
  - a. Locality match: Based on matching the Town's contribution, the maximum amount this scenario would have provided is \$20,000. The Authority would not use this method of funding for this scenario.
  - b. Construction percentage: Based on 25% of \$40,000, the Authority would provide \$10,000. This is the least of the calculations, and thus this is the method that would be considered by the Authority. This would be paid at \$2,000 a year for 5 consecutive years, assuming the gross water and sewer revenue each year is at least \$4,000 per year.
  - c. Revenue allocation: Five years at \$10,000 per year equates to \$50,000 of total revenue; half of this total equals \$25,000. The Authority would not use this method of funding for this scenario.

**B. Industry:**

1. Scenario: A large manufacturing facility is planning to be constructed in the Bedford County with an eight-inch by 2-inch (8"x2") fire meter vault. The cost of the meter and vault and offsite waterlines are estimated to be sixty thousand dollars (\$60,000). The industry does not use process water to make their goods, and they estimate that their water and sewer bill will be two thousand dollars (\$2,000) a year. The County agrees to pay for half of the cost to construct the vault; this equates to a contribution from the County of thirty thousand dollars (\$30,000) as an economic incentive.
2. Available Funding: based on the above scenario, the maximum total amount of the funding that would be provided by the Authority would be \$5,000. This calculation is based on the least of the following:
  - a. Locality match: Based on matching the County's contribution, this equates to \$30,000. The Authority would not use this method of funding for this scenario.
  - b. Construction percentage: Based on 25% of \$60,000, this equates to \$15,000. The Authority would not use this method of funding for this scenario.
  - c. Revenue allocation: Five years at \$2,000 per year equates to \$10,000 of total revenue. The Authority would provide half of this total, or \$5,000. This would be paid at \$1,000 per year for 5 consecutive years, assuming the gross water and sewer revenue was at least \$2,000 per year.

## ECONOMIC DEVELOPMENT

**Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on December 19, 2017, effective December 20, 2017.
- B. The most recent changes to the policy are as follows:
  - 1. Approved October 16, 2018, effective October 17, 2018:
    - a. Changes were made throughout the policy to clarify that only new or increased revenues will be considered in the calculations for financial support by the Authority.

# **CHAPTER 5**

## **WATER SYSTEM**

## OVERVIEW OF WATER SYSTEM

### Section 1. PURPOSE

The purpose of this policy is to explain the water system development requirements of the Bedford Regional Water Authority (“Authority”).

### Section 2. POLICY

- A. All water design and construction shall be in accordance with the Connections, System Development, Water System, and Engineering chapters of the Authority’s Operating Policy Manual in their entirety.
- B. All water systems shall be designed and sized so as to provide fire flow capabilities under peak demand conditions (min 500 gpm).
- C. All water systems shall provide fire hydrant installations such that no lot is greater than 500 feet from a fire hydrant.
- D. Where insufficient system pressure and flow exist to provide for a minimum of 500 gpm fire flow under peak demand conditions, no fire hydrants may be installed. All necessary valving must be installed at proper intervals to allow for future hydrant installation by the Authority when suitable hydraulic conditions exist. Funds equal to the cost of the hydrants plus a nominal labor charge must be deposited in a special escrow account to provide for this future installation.
- E. All water services shall provide a minimum pressure of 20 psi at the meter connection. This is a requirement regulated by the Virginia Department of Health.
- F. No more than one (1) parcel shall be served by a single domestic water meter. Multiple parcels require multiple meter connections for domestic water supply.
- G. No more than one (1) parcel shall be served by a single water meter for irrigation or fire suppression purposes, except when managed by a registered association in which all affected parcels are members.
- H. All water connections shall be metered for both fire and domestic usage. Waterlines used for fire suppression with only detection meters in place will be required to install appropriate fire meter assemblies per current Authority standards and specifications upon any revisions to the development including, but not limited to, expansion, renovation, and change of use.

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on April 23, 2013, effective July 1, 2013.



## OVERVIEW OF WATER SYSTEM

- B. This policy was modified as follows:
  - 1. Approved October 18, 2022, effective October 19, 2022:
    - a. Section 2.G was added to clarify requirements for irrigation and fire suppression meters.
    - b. Section 2.H was added to clarify metering requirements.

# **CHAPTER 6**

## **WASTEWATER SYSTEM**

## OVERVIEW OF WASTEWATER SYSTEM

### Section 1. PURPOSE

The purpose of this policy is to explain the sewer system requirements of the Bedford Regional Water Authority (“Authority”).

### Section 2. POLICY

- A. All wastewater design and construction shall be in accordance with the System Development, Wastewater System, and Engineering chapters of the Authority’s Operating Policy Manual in their entirety.
- B. Customers served through sewer connections which pump into a force main sewer must provide the Authority with documentation of a maintenance agreement for said pump. The maintenance agreement may be with any reputable contractor knowledgeable of said pump.
- C. Residential customers eligible for pump maintenance under the Small Grinder Pump Agreement must follow the guidelines set forth in the Small Grinder Pump Station Installation Checklist to complete eligibility for maintenance under this agreement.
- D. No more than one (1) parcel of land shall have sewer service through a single point of connection. Multiple parcels of land will require multiple sewer connections. No more than one (1) sewer connection will be permitted for each water connection unless other arrangements are agreed upon in writing by the Authority.
- E. Sewer connections and discharges are regulated in accordance with the following:
  - 1. [Chapter 18, Water and Sewers](#) of the CODE OF THE COUNTY OF BEDFORD, VIRGINIA as amended, and;
  - 2. [Chapter 58, Article VIII. Sewers and Sewage Disposal](#) of the CODE OF ORDINANCES of the TOWN OF BEDFORD, VIRGINIA, and;
  - 3. The Authority’s Industrial Wastes and Pretreatment policy.
- F. Connections to and discharges into the Authority’s sewer system must conform to the requirements of this ordinance and all other applicable local, state, and federal regulations including any fats, oils, and grease (“FOG”) program that may be established by the Authority. Failure to meet such provisions may result in the interruption of water/sewer service. The owners of property where provisions of the regulations listed herein must properly install and maintain equipment so as to meet such regulations and provisions. Failure to meet such provisions may result in the interruption of water/sewer service and/or other penalties and measures as defined in the regulations. Should an interruption of service occur, the Authority may also charge for labor, materials, equipment, and/or any contracted services it incurs to install necessary apparatuses, disconnect services, and/or further actions it deems necessary to prevent such discharges. In addition, the Authority may charge a Processing Fee and an Unauthorized Connection and Tampering Fee according to the current Rates policy 2.00.

## OVERVIEW OF WASTEWATER SYSTEM

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 18, 2022; effective October 19, 2022.
    - a. Section 2.F: Fee designations were updated to match the Rates and Rate Information policies.

## WASTEWATER LIFT STATION REQUIREMENTS

### Section 1. PURPOSE

These requirements apply for any wastewater lift stations located in Bedford County that are capable of serving more than a single metered or submetered connection or parcel, and of pumping 50 gallons per minute (gpm) or more, including those that the Bedford Regional Water Authority (“Authority”) will own and operate.

### Section 2. GENERAL REQUIREMENTS

- A. Due to the higher operating and maintenance cost of a wastewater lift station, a gravity collection system is preferred by the Authority whenever possible. In order to consider the use of a lift station in lieu of a gravity collection system, the developer shall submit to the Authority cost estimates showing that the gravity option would exceed twice the capital construction costs of that of the wastewater lift station.
- B. The design of the lift station shall be submitted to both the Authority and DEQ for approval. The requirements shown in the document are intended to supplement those in the Sewage Collection and Treatment (SCAT) Regulations. Construction of the lift station shall not commence until written approval is granted by both the Authority and DEQ.
- C. Design calculations must be submitted with plans, showing the pump curve and system head calculations.
- D. Plans shall show the following elevations and distance (in feet) off of the wet well floor in the section view of the wet well:
  - 1. Floor elevation.
  - 2. Low Float switch location.
  - 3. All Pumps Off.
  - 4. Lag Pump Off.
  - 5. Lead Pump On.
  - 6. Lag Pump On.
  - 7. High Alarm Setting.
  - 8. High Float switch location.
  - 9. Invert in of all gravity pipes.
  - 10. Top of wet well.
- E. Bioxide or other odor and corrosion control treatment may be needed, to slow the wastewater degradation, based on length of forcemain and/or detention time. This determination will be made by the Authority.

### Section 3. BUILDING

- A. A secure control building shall be provided within a distance of twenty (20) feet from the edge of wet well.

### WASTEWATER LIFT STATION REQUIREMENTS

- B. All electrical panels, control panels, motor starters, and generator transfer switches (if so equipped) shall be mounted inside this building.
- C. The control building shall be a minimum of eight (8) feet wide by eight (8) feet deep; this space is dedicated to only housing electrical panels and controls. If the building also houses items other than the electrical panels and controls (i.e. a bioxide tank, generator, equipment storage, or suction lift pumps), additional space shall be allocated for these extra items.
- D. Heating and air conditioning shall be provided with a through wall package terminal air conditioner (PTAC) heat pump sized adequately for the space being heated and cooled. Ventilation shall also be provided using a louvered fan on the top of one side of the building and a mechanical louvered vent on the bottom of the other side of the building (for cross ventilation); the fan shall be operated by a Hand / Off / Auto switch, where the auto switch is controlled by a thermostat that is mounted four (4) feet off the floor.
- E. Locks
  - 1. Lockset shall be mortise style lock deadbolt lock and handle, equivalent to Corbin Russwin model ML2051 BHMA 630. The lock Cylinder shall be Medeco M3 Logic.
  - 2. Electronic access equipment shall be equivalent to Continental Access strike plate system; it shall be capable of being controlled using a fob system that is compatible with the Continental Access currently utilized by the Authority.
- F. Interior lighting shall utilize LED lighting and fixtures shall have a protective plastic lens cover. A minimum of two (2) fixtures shall be installed, with each fixture providing at least 8500 lumens with 5000 kelvin daylight color; this fixture count is based on an eight (8) foot by eight (8) foot building; proportionately more fixtures will be required if the building is larger.

### Section 4. PUMPS

- A. Submersible pumps shall be retrievable with stainless steel chain as the lifting equipment.
- B. Pumps shall have independent Variable Frequency Drives (VFD). VFD's shall be programmed to ramp up and ramp down for gradual (soft) starting and stopping.
- C. Pumps shall not have trimmed impellers; the full size impellers flow rate will be controlled with the VFD.
- D. Manufacturer shall be Flygt, Hydromatic, KSB, or Gorman-Rupp pumps or approved equal.

### Section 5. CONTROL PANEL

- A. An Allen Bradley MicroLogix 1400 PLC with a 1762-IF4 analog input module is required to control the pumps and perform alarming.

### WASTEWATER LIFT STATION REQUIREMENTS

- B. A Modicon HMISTU855, or Allen-Bradley PanelView Plus 7, with a 5.7” or greater touchscreen and Ethernet communications, is required as the display panel for the site. At a minimum, the following must be shown on the display:
3. Main Screen:
    - a. Show the graphic representation of the wet well.
    - b. Show the numeric level of the wet well.
    - c. Indicate if the low float or high float is active.
    - d. Indicate if the pumps are in local hand, off, or auto mode.
    - e. Indicate if the pumps are in remote hand, off, or auto mode.
    - f. Show the current programmable level settings.
    - g. Show if the pumps are in lead or lag position, and if pump alternation is enabled.
    - h. Show current flow rate, today’s total flow, and yesterday’s total flow.
    - i. Show number of starts and run hours for each pump for today and yesterday.
  4. Pump Control Screen (password protected):
    - a. Allow for setting the following levels:
      - i. All pumps off.
      - ii. Lag pump off.
      - iii. Lead pump on.
      - iv. Lag pump on.
      - v. High water level alarm.
    - b. Show the level setting of the high and low float switches.
    - c. Allow for selecting which pump is lead or selecting pump alternation.
  5. Configuration Screen (password protected):
    - a. Allow for setting the PLC clock time.
- C. Sensors and Equipment:
1. A sensor shall be provided on the incoming side of the VFD, monitoring the voltage and phase of the utility power. If the voltage is over or under the pump manufacturer’s recommendations, if a phase of power is lost, or if there is a phase shift, this control will shut down the pumps and prevent them from running until the condition is corrected.
  2. An uninterruptible power supply (UPS) shall be provided to provide power backup and filtering for the PLC and any other key components (like a DC power supply for the flow meter) in the control cabinet. The UPS shall automatically reset itself (in run mode) after a loss of power where the battery is fully drained.
  3. A four (4) port rail mounted ethernet switch shall be provided in the cabinet to connect the PLC to the Panel view and for remote communication and computer connections.
- D. Manual Controls and Indicators:
1. Hand / Off / Auto Switch shall be provided for each pump.
    - a. Hand mode shall be operable even when the PLC is not operable.
    - b. Auto mode will pass the controls to the PLC.
    - c. Off shall over-ride all other controls to turn the pump off.
    - d. Switch shall be illuminated when the pump is active in either hand or auto modes.
  2. Push button to acknowledge all alarms.
  3. Push button to reset all alarms.

## WASTEWATER LIFT STATION REQUIREMENTS

4. Red indicator light, which flashes when there are active alarms.

### Section 6. LEVEL CONTROLS

- A. The wet well level shall be monitored using a wastewater submersible pressure transducer. The transducer shall be retrievable and shall be mounted inside of a straight stilling well (no bends or deflections) of at least a four inch (4") diameter PVC.
- B. Two (2) mercury float switches are required with intrinsically safe barriers. The floats shall be mounted where they can be easily accessed for retrieval and shall be attached to a stainless steel chain to allow for adjustment. These floats are to function as redundancy and backup, in case of failure of the PLC or the level transducer, and shall function even when the PLC is inoperable.
  1. One is for high level backup and alarming. When this float is activated, all pumps shall be energized and remain energized until the low float switch is activated; in addition, it should generate an alarm when activated. This float should be located near the invert in elevation for the lowest gravity sewer pipe.
  2. One is for low level backup and alarming. This float is to protect the pumps from running dry and it should generate an alarm when activated. This float should be located near the top of the motor for the submersible pump (or at least eighteen inches (18") above the end of the suction line for suction lift pumps).

### Section 7. ALARMING

- A. A flashing red light and 100 decibel (dB) horn shall be mounted on the outside of the controls building, in a location that is easily visible from the nearest street and/or structure.
- B. Each alarm condition shall be programmable such that it is possible to select which alarms are handled in one of four manners: a) activates light, b) activates horn, c) sent to either SCADA or dialer, and d) disabled (bypassed). The following is a list of the minimal alarm conditions that should be generated:
  1. Low water level indication due to low float switch.
  2. High water level due to transducer setting.
  3. Very high water level indication due to high float switch.
  4. Generator in alarm.
  5. Pump moisture intrusion (one for each pump).
  6. Pump high temperature (one for each pump).
  7. Pump(s) selected on, but no flow being shown on the flow meter.
  8. Pump(s) selected on, but no flow is being detected by the check valve limit switches.
  9. High Voltage.
  10. Low Voltage.
  11. Phase loss or phase shift.
  12. Loss of communication to SCADA (if public).
- C. Remote alarming (when private) can be accomplished through an Auto Dialer.



## WASTEWATER LIFT STATION REQUIREMENTS

- D. Remote alarming (when public) must be connected to the Authority's SCADA system. Communication equipment shall be determined by the Authority, depending on the site, but provided by contractor.

### Section 8. FLOW METER

A Magnetic Flow meter shall be provided (in valve vault for submersibles or in building for suction lift pumps), with both analog (4-20mA) and digital (pulse) outputs. Analog signal is sent to PLC to monitor instantaneous flow; digital signal is sent to PLC to monitor the totalizer. The measuring components of the flow meter shall not come in contact with the wastewater fluids in the pipe. It shall be similar to LCMag meters.

### Section 9. GENERATORS

- A. Where generators are required by the DEQ regulations, they should have remote alarming capability that is tied into the PLC as an alarm condition.
- B. Where generators are not required, an emergency portable generator connection is required, with a Crouse Hinds female connection compatible with the Authority's generator.

### Section 10. WET WELL AND VALVE VAULT

- A. A retrievable stainless steel basket screen shall be provided at all locations where gravity sewer enters the wet well. The basket shall slide vertically along stainless steel guide rails. If the pump hoist cannot be used to directly, lift the basket, then a separate hoist shall be provided for the basket.
- B. Bilco style hatches shall be used to provide access inside of the wet well and valve vault. All hatches shall have integrated locking mechanisms, where padlocks can be used to restrict access.
  - 1. One large hatch shall provide access to all the pumps.
  - 2. A separate hatch shall provide access to the floats, transducer, and basket screen (unless the pump hatch can provide access to these items).
  - 3. The hatch on the valve vault shall be large enough to allow the removal of any of the equipment inside the vault, with a minimum size of 36-inches by 36-inches. The hatch shall be situated along one edge of the vault, with manhole steps installed directly below the hatch to allow access into the vault.
- C. There shall be at least one (1) vent mounted on the top of the wet well with a removable stainless steel screen on the vent.
- D. Provide an emergency pump connection on top of the valve vault, connected to the discharge side of the check valve in the valve vault. The pump connection shall be a four inch (4") quick disconnect hose fitting, such that the discharge from a portable pump can be connected to the forcemain in the event that the pumps are not working.

### WASTEWATER LIFT STATION REQUIREMENTS

- E. One (1) check valve, one (1) gate valve, and one (1) diaphragm pressure gauge (located on the influent side of the check valve) shall be provided in the valve vault (submersible) or building (suction lift) for each of the discharge lines from the pumps. A ball valve shall be located between the pressure gauge and the tap to the pipe.
- F. All slide rails, chains, brackets, bolts, and other appurtenances shall be stainless steel. Galvanized and/or painted steel are not allowed.
- G. Limit switches shall be provided on all check valves. These shall be connected to the control system, to alarm if no flow is detected when the pumps are running.

### Section 11. SITE REQUIREMENTS

- A. Site shall be a minimum of 75-feet wide by 75-feet deep, unless otherwise approved by the Authority. Adequate space shall be provided on the site (and inside the fence) to allow for repair equipment and machinery (i.e. crane, trailers, etc).
- B. If the site does not border a public right-of-way, a dedicated Authority right-of-way shall be provided to the site.
- C. A W6x12 wide flange trolley beam shall be provided directly above the hoist connection point for the pumps. The beam shall be supported by at least two (2) posts, which are tall enough to allow the hoist to lift the bottom of the pump off the ground at least four (4) feet. A trolley and hoist shall be provided, to run along this trolley beam. At least twelve (12) feet of ground clear space shall be provided beside the wet well (submersibles) or building (suction lift), with the trolley beam running overhead, so that the pumps can be hoisted up and run along the trolley to where they can be loaded onto a truck.
- D. Site lighting shall consist of at least two (2) site lights:
  - 1. One pole mounted 200-watt mercury vapor light that is located as close as possible to being directly over top of the pumps in the wet well. The light shall be installed with a dusk to dawn sensor, and shall operate off a wall mounted switch that is located in the control building.
  - 2. One 200-watt mercury vapor light that is mounted above or near the door on the control building. The light shall be installed with a dusk to dawn sensor and shall operate off a wall mounted switch that is located in the control building.
- E. When a fence is installed, it shall be eight (8) feet tall with three (3) strands of barbed wire. The main driveway entry gate shall be a double swing gate of at least twenty (20) feet in width.

### Section 12. OPERATION SEQUENCE

- A. A rise in the water level to the lead pump on set point turns on the pump that is currently selected as being the lead pump.

### WASTEWATER LIFT STATION REQUIREMENTS

- B. A continued rise in the water level to the lag pump on set point turns on the lag pump (in addition to leaving the lead pump on).
- C. A continued rise in the water level to the high water level set point turns on the high water level alarm.
- D. A continued rise in the water level to the high water float switch locks both pumps on until the low level float switch is reached. The high float switch also initiates the very high water level alarm.
- E. When the water level drops below the high float switch, the very high level alarm signal is cancelled.
- F. When the water level drops below the high level setpoint (from transducer), the high level alarm is cancelled.
- G. When the water level drops below the lag off set point (from transducer), the lag pump turns off. The exception to this sequence is if the high float switch has been met (in which case both pumps operate until the low float is encountered).
- H. When the water level drops “all pumps off” set point, all of the pumps are turned off.
- I. If the water level continues to drop past the “all pumps off” setpoint, due to some failure from the transducer or the PLC, all the pumps will be forced off when it hits the low float.
- J. This Operation Sequence may be modified as necessary to allow flow adjustment through VFDs.

### Section 13. REVISIONS

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 4, 2022 effective October 4, 2022:
    - a. Section 1 was modified from 30 gpm to 50 gpm and to clarify when the policy is applicable.
    - b. Section 2.E was modified to allow alternate odor and/or corrosion control treatment.
    - c. Section 3.E was modified to require strike plate electronic lock systems.
    - d. Section 3.F was modified from fluorescent lighting to LED lighting equipment.
    - e. Section B was modified to reflect control equipment currently available.

## **PRESSURE SEWER SYSTEM**

### **Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) has customers that need sewer service in areas where gravity sewer service is not practical, possible, or feasible. With a Pressure Sewer System (“PSS”), many of the parcels of land that previously could not have sewer service are able to access to the public sewer system. As a means to provide a consistent approach to serving these parcels, and as an additional level of service for those customers that require the pumps (“USERS”), the Authority has adopted this policy to govern the requirements and stipulations related to these pressure sewer systems that are located in the Authority’s service area.

### **Section 2. POLICY**

- A. USERS that are connected to a PSS have the option of maintaining their Small Grinder Pump (“SGP”) at their own expense, or they may enter into an SGP Agreement (“AGREEMENT”) with the Authority to maintain the SGP.
- B. When sewer service is provided through a PSS, prior to initiating the sewer service the USER must either accept or decline the Small Grinder Pump (“SGP”) Agreement (“AGREEMENT”) with the Authority. This AGREEMENT stipulates the USER’s responsibility, the Authority’s responsibility, and the proper steps that need to be taken towards the installation and maintenance of the SGP. If the USER does not sign to accept the AGREEMENT, then the USER will be responsible for every aspect of maintaining the SGP.
- C. In order for an SGP to be maintained by the Authority, the USER must follow the procedures outlined in the Authority’s Small Grinder Pump Installation Checklist Policy.
- D. The USER must pay all applicable fees as stipulated in the Authority’s current Rates policy 2.00.
- E. The construction of the system must be in accordance with the Chapter 4 (System Development) and Chapter 6 (Wastewater System) of the Authority’s Operating Policy Manual.
- F. If a USER has an SGP that has not been under an AGREEMENT with the Authority, the USER may option in to having the SGP under an AGREEMENT per the terms outlined in the reinstatement section of the AGREEMENT.

### **Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved March 14, 2018, effective April 2, 2018:
    - a. Section 2. was completely rewritten to clarify the terms of the AGREEMENT.

## SMALL GRINDER PUMP AGREEMENT

### Section 1. PURPOSE

When a Small Grinder Pump (“SGP”) is necessary to transmit sewage from a homeowner, business, and/or property owner (“CUSTOMER”) to the public sewer system that is owned and operated by the Bedford Regional Water Authority (“AUTHORITY”), this policy governs the terms and conditions of the maintenance of the SGP.

The definition of SGP includes the small grinder pump, motor, wetwell storage tank, controls system, wiring, associated valves, and related appurtenances.

This policy must either be accepted into an agreement (“AGREEMENT”) or declined prior to obtaining sewer service per the requirements in the AUTHORITY’s Pressure Sewer System policy 6.11 (“POLICY”). Terms are subject to change with revision of this policy.

### Section 2. CUSTOMER OPTIONS

- A. **USER:** When a CUSTOMER desires for the AUTHORITY to provide maintenance services for the SGP, this policy must be fully executed by all parties to become an agreement (“AGREEMENT”) between the AUTHORITY and the CUSTOMER; the CUSTOMER becomes a user of the SGP (“USER”) upon the execution of this AGREEMENT and upon the full operation of the SGP. The AGREEMENT provides the terms and conditions of the services provided by the AUTHORITY for the SGP system, and the responsibilities of the USER; it does not create any third party contract or third party beneficiary rights, and it is not intended to do so.
- B. **NON-USER:** If the CUSTOMER chooses to maintain the SGP rather than entering into an AGREEMENT with the AUTHORITY to maintain the SGP, the CUSTOMER must acknowledge by signature the declination of the services offered by the AUTHORITY under this policy. Any CUSTOMER who declines SGP service by the AUTHORITY and/or does not execute an AGREEMENT with the AUTHORITY will be deemed a “NON-USER”.
- C. **REINSTATEMENT:** When a NON-USER desires to become a USER under this policy, the requirements for reinstatement are contained herein.

### Section 3. USER AGREEMENT

- A. General:
  - 1. Being that the USER desires to purchase sewer service from the AUTHORITY and that an SGP is necessary to receive this service, and being that the USER is interested in the AUTHORITY providing maintenance service of the SGP, the USER is choosing to enter into this AGREEMENT. Under the terms of the POLICY, an SGP will be necessary to provide sewer service to the USER;
  - 2. The SGP will operate automatically to convey the sewage from the USER to the AUTHORITY’s collection system. Should the SGP fail to operate correctly, a warning light and/or audible alarm should alert the USER of the failure and the USER must then in turn

**SMALL GRINDER PUMP AGREEMENT**

- contact the AUTHORITY immediately to prevent a sewage backup and/or discharge on or in the USER's property.
3. USERS eligible for entering into an SGP Agreement with the Authority are limited to the following:
    - a. USER must be served with public water from the Authority by a water meter no larger than 5/8-inch.
    - b. Residential USER serving no more than one single residence and which is served with public water from the Authority.
    - c. Installations of pressure laterals less than or equal to a distance of five hundred (500) feet from the pump station to the public connection point. Longer pressure laterals are not eligible USERS under this AGREEMENT.
    - d. SGP model must comply with the AUTHORITY Master Specifications as manufactured by Environment One Corporation or Liberty Pumps Inc.
  - B. USER's Responsibility: Under this agreement, the USER has responsibilities related to the ownership, installation, and maintenance of the SGP; failure to follow any of the USER responsibilities may cause this agreement to become null and void. Upon approval of this agreement, the USER agrees to:
    1. Execute this AGREEMENT by signing this document.
    2. Pay all applicable Deposits, Capital Recovery Fees, Tap Fees, and Charges, as well as the Reoccurring Fixed Charges and Volume Charges, and Small Grinder Pump Maintenance Fees, as documented in the AUTHORITY's Rates Policy.
    3. Obtain all necessary permits for the work to be performed.
    4. Ensure that the SGP is installed on the property at a location that is accessible for maintenance by the AUTHORITY.
    5. Allow AUTHORITY personnel full and unrestricted right of ingress and egress onto and through the property where the SGP is located for the purpose of inspecting and maintaining the SGP. Said right of entry is hereby granted as a part of this AGREEMENT, and no further easement is therefore required.
    6. Provide for the installation of the SGP by a licensed plumber or licensed contractor ("installer") with successful experience installing similar systems. The selection of the installer is the responsibility of the USER; the installer's qualifications must be reviewed by the AUTHORITY to ensure that the installer is capable of adequately performing the work. The USER will contract directly with the installer, and the USER will pay all costs associated with this installation directly to the installer. The USER owns and is ultimately responsible for ensuring that the SGP works properly.
    7. Ensure that the construction of the SGP system is in accordance with the latest addition of the AUTHORITY's master specifications and the Small Grinder Pump Installation Checklist. A copy of the master specification must be kept onsite at all times during the construction of the SGP system.
    8. Ensure that the material submittals are made to the AUTHORITY at least two (2) full weeks prior to the commencement of any construction.
    9. Notify the AUTHORITY at least three (3) full working days prior to the commencement of any construction taking place.



**SMALL GRINDER PUMP AGREEMENT**

10. Install, own, and maintain all gravity laterals from the house or facility to the pinch valve located at the pump station. The gravity lateral connection shall be installed with a maximum depth of thirty-six (36) inches from the top of the wetwell to the invert of the inlet pipe to ensure a minimum of sixty (60) gallons of storage; alternatively, it may be necessary to provide a wet well extension by the manufacturer to maintain a minimum of sixty (60) gallons of storage per regulatory requirements.
11. Install any integral float systems on the opposite wall of the wet well from the gravity lateral connection.
12. Install, own, and maintain the pressure lateral from the pump station to the public connection point as identified in the AUTHORITY's Standard Detail GP-8.
13. Minimize any grading and/or the construction of any improvement around the SGP and service line; this includes but is not limited to trees, shrubs, fences, landscaping, driveways, and other permanent structures. The AUTHORITY should be contacted prior to the construction of these improvements to ensure that there is no conflict with the SGP. A minimum clearance of ten (10) feet shall be maintained in all directions around the SGP for proper maintenance; if the AUTHORITY finds it necessary to remove any improvements around the SGP, they may do so without warning and they will not be held responsible for the replacement or reimbursement of the removed improvements. Grading and/or site improvements or changes affecting the ability to access and maintain the SGP may result in the termination of this AGREEMENT.
14. Provide for electric service to the pump station with proper current and voltage at all times; USER is responsible for paying for all expenses and billings related to the provision of electrical service. During power outages, the USER must reduce the wastewater flow to the SGP to an absolute minimum. An exterior electrical disconnect switch shall be provided within sight of the pump station, and in a location that is accessible at all times; the inability to ensure that electrical service remains disconnected to the SGP during maintenance will result in nullification of this AGREEMENT.
15. Maintain proper grading around the pump station to ensure runoff does not collect around the station, as well as not covering the station's access cover, vents, bypass box, or other controls.
16. Take care to prevent items that may damage the pump station from being transferred to the pump station through the lateral. Such items include any petroleum based products, cleaning solvents, paint thinners, egg shells, seafood shells, grease, gravel, glass, metal objects, other sharp and hard objects, or any other items that are listed by the manufacturer as items that would void the warranty.
17. Responsibility is that of the USER for all damage to the SGP resulting from negligence; this includes, but is not limited to, lawn care equipment, vehicular traffic, unauthorized excavation, the transfer of damaging items into the SGP through the service lateral, or any willful damage. Such occurrences may result in termination of this AGREEMENT.
18. Ensure that all sewage being transmitted to the AUTHORITY shall be in conformance with the current Pretreatment Ordinance as adopted by Bedford County.
19. USER is responsible for any markings necessary for utility lines associated with the SGP on the USER's property in response to utility locating tickets from Virginia 811.

**SMALL GRINDER PUMP AGREEMENT**

20. Notify the AUTHORITY immediately of any failure or alarming of the SGP; the AUTHORITY is indemnified for any damages that may arise due to failure of such notification.
  21. Provide the AUTHORITY with a letter of warranty from the installer, guaranteeing the work for a period of one year after the installation, as well as documentation that all payments have been made to the installer by the USER.
- C. AUTHORITY's Responsibility: Under this agreement, the AUTHORITY has the following responsibilities related to the installation and maintenance of the SGP:
1. Aid the USER in the design of the SGP, including choosing the best location for the pump station and determining the connection point.
  2. Verify capacity in the public sewer system to accept the additional flows from the installation of this SGP.
  3. Review the qualification of the installer, as selected by the USER, and notify the USER if there are any reasons to believe that any installer is not capable of properly performing the work.
  4. Review and approve the material submittals as provided by the USER.
  5. Before the facilities are accepted for connection into the public sewer system, the AUTHORITY has the right to observe the construction and installation of the SGP. A final site review may be conducted, and this agreement may be terminated if the SGP does not meet the standards and requirements as set forth in the policies and specifications.
  6. Make any repairs to the SGP related to routine wear and tear; these repairs include the parts and labor necessary to make such repairs.
  7. Respond promptly to any emergencies related to the SGP, twenty four (24) hours a day, seven (7) days a week.
  8. Restoration of the site to the condition that existed prior to the repair(s) being made. Any site improvements that are damaged or removed within ten (10) feet of the SGP will not be repaired or replaced.
  9. Prepare record drawings showing the location of the SGP facilities as constructed.
- D. In Case of Emergency: Should the warning light become lit and/or the audible alarm is active at the pump station, or should sewer service get interrupted to the USER in any way, the AUTHORITY must be contacted immediately by using the following procedure:
1. Contact the AUTHORITY's regular office phone number, day or night, at 540-586-7679.
    - a. If the call is placed during regular office hours (8:30am to 5:00pm Monday through Friday), the USER can reach a Customer Service Representative by dialing extension 4 after the greeting.
    - b. If the call is placed outside of regular office hours, the USER can reach the AUTHORITY's dispatch personnel by dialing extension 9 after the greeting, and following the directions on the outgoing message.



**SMALL GRINDER PUMP AGREEMENT****Section 4. REINSTATEMENT**

- A. General: When a NON-USER has declined the AGREEMENT in the past, or new USERS take ownership of an SGP that was not formerly under AGREEMENT, the NON-USER may enter into an AGREEMENT per the terms outlined in this section of this policy.
- B. Requirements:
1. Waiting Period: NON-USERS who have cancelled or declined the AGREEMENT may not execute an AGREEMENT with the AUTHORITY for a period of 24 months after cancelling or declining the AGREEMENT. If a property served by an SGP changes ownership, the new owner is not subject to the above stated waiting period, and they may immediately request to execute an AGREEMENT under this section of this policy.
  2. Initial Reinstatement Period: If the SGP requires repair or replacement within 12 months of reinstatement, the USER will be responsible for the full cost of the parts, materials, and labor needed to make the repairs less any SGP maintenance fees already paid by the USER to the AUTHORITY.
  3. Initial Period: Any USER being reinstated by executing an AGREEMENT under this policy will be responsible for paying the Small Grinder Pump Maintenance Fee for the equivalent of 48 months from the date of the execution of the AGREEMENT.
    - a. If the USER stays under AGREEMENT for at least the initial 48 months, the SGP maintenance fee will be charged monthly for each of the 48 months.
    - b. If the USER cancels this agreement prior to the initial 48 months after executing the AGREEMENT, and any repairs have been made to the SGP by the AUTHORITY while under agreement, the USER will be responsible for paying an early termination fee. The early termination fee is an amount equal to the SGP maintenance fee times the number of months remaining to complete the initial 48 month period.
  4. Inspection: NON-USER may be eligible for reinstatement as a USER under this AGREEMENT if the station was initially installed under the inspection of AUTHORITY personnel and if the SGP was constructed to AUTHORITY standards at the time of construction.
    - a. Prior to reinstatement as a USER, the NON-USER will pay a nonrefundable Small Grinder Pump Station Review and Inspection fee for AUTHORITY personnel to evaluate the station and determine if it is suitable for AUTHORITY maintenance.
      - i. Properties requesting reinstatement within six (6) months of the initial SGP installation, which was inspected and approved by AUTHORITY personnel, may be exempt from the Review and Inspection Fee.
    - b. A list of deficiencies will be generated to identify any improvements needed to the SGP before reinstatement of the AGREEMENT can occur; this list will be provided to the NON-USER.
  5. Items to be taken into consideration by the AUTHORITY for the reinstatement of the SGP Agreement may include, but not be limited to, the following:
    - a. Model of SGP
      - i. The AUTHORITY only offers maintenance agreements on select models by the following manufacturers: Environment One Corporation or Liberty Pumps Inc.

**SMALL GRINDER PUMP AGREEMENT**

- b. Condition of SGP:
  - i. Pump: The pump will be removed from the wetwell to verify age and visually inspect the pump condition. The pump will be field tested for proper working condition. If the pump has been in service for more than 6 years, or if the pump is in poor condition and/or determined likely to fail, the AUTHORITY may require the pump to be replaced with a new (not used or reconditioned) pump prior to allowing reinstatement into this AGREEMENT.
  - ii. Wetwell: The wetwell will be checked for damage, overflow, or signs of grease, sand, grit, etc. Any necessary cleaning will be required to be completed by the NON-USER prior to acceptance.
  - iii. Control Panel: The Control Panel must be as supplied by the pump manufacturer. The distance will be measured from the wet well to the control panel; distances over 10 feet, resulting in longer control wiring, may not be accepted. Access to the control panel will be verified, with panel preferably located on a post near the wetwell. The panel must be in a location that is accessible at all times.
  - iv. Use of proper amperage breaker and wiring will be verified to be in accordance with manufacturer's specifications, with an exterior disconnect switch provided in plain sight of the wetwell.
- c. Valves: A pinch valve and cleanout are required on the house gravity lateral at a location not further than 10 feet from the wet well; the pinch valve will be the delineating point of responsibility separation between the USER and the AUTHORITY for maintenance under the Agreement. A shutoff valve and check valve located in an accessible valve box are required on the forcemain lateral near the property line adjacent to the AUTHORITY's collection system.
- d. Accessibility:
  - i. Location of SGP: In order to ensure access, the SGP must be located a minimum of 10' from any structure. A ten foot (10') radius around the wet well will be required for maintenance for drivable access for Authority vehicles.
  - ii. No landscaping, including trees, shrubs, etc., are to be located within 10' (ten feet) of the structure. The top of the pump station shall not be covered with dirt, mulch, or other material which would prohibit easy access to the inside of the SGP structure and/or make it difficult to locate the structure.
  - iii. The site must provide unrestricted drivable access from the road to the SGP location.

## SMALL GRINDER PUMP AGREEMENT

### Section 5. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved May 31, 2018, effective June 1, 2018:
    - a. Substantially modified portions of Section 1 and 2 for clarity
    - b. Added Section 3 to allow for reinstatements
    - c. Moved the acknowledgements to Section 5
  - 2. Approved October 4, 2022; effective October 4, 2022.
    - a. Section 2.B.2: 'Connection Fees' was replaced with 'Tap Fees'
    - b. Section 2.A.3 was added.
  - 3. Approved June 25 2025; effective July 1, 2025.
    - a. Section 2 was added to define USER, NON-USER, and Reinstatement options.
    - b. Section 3.A was modified to limit the length of the pressure lateral and clarify approved manufacturers.
    - c. Section 3.B was clarified to address requirements for electrical disconnection during maintenance, gravity lateral connection location, and minimum wet well storage.
    - d. Section 3.C was revised to reflect 10-foot radius in which improvements would not be replaced.
    - e. Section 4.B was clarified to include exterior disconnect switch requirement.
    - f. Section 6 was modified to include Authority approval for the Agreement to become effective.

**SMALL GRINDER PUMP AGREEMENT****Section 6. ACKNOWLEDGEMENT****A. USER:**

The USER agrees to the terms of this AGREEMENT, and thus executes this agreement with the following signatures and seals, with acknowledgment that this AGREEMENT is not fully effective until accepted by the AUTHORITY:

---

Printed USER Name

---

USER Signature

---

Premise ID

---

Date of Signature

---

Service Address or Location

---

City, State, Zip**B. AUTHORITY:**

The AUTHORITY has completed its review and agrees to the terms of this AGREEMENT with USER, and thus executes this agreement with the following signature:

---

Printed AUTHORITY Representative Name

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AUTHORITY Representative Signature

---

Effective Date of Agreement

---

Date of Signature

If declined by the AUTHORITY, reason(s) for declining:

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Printed AUTHORITY Representative Name

---

AUTHORITY Representative Signature

---

Date of Signature

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**SMALL GRINDER PUMP AGREEMENT****C. NON-USER:**

The CUSTOMER does not agree to the terms of this AGREEMENT, and thus declines this agreement as a NON-USER with the following signature and seals thereby relieving the AUTHORITY of all maintenance responsibility to their small grinder pump station. The CUSTOMER accepts full responsibility for meeting all applicable regulatory agency requirements regarding maintenance and operation service arrangements for their small grinder pump station.

---

Printed NON-USER Name

---

NON-USER Signature

---

Premise ID

---

Date of Signature

---

Service Address or Location

---

City, State, Zip

## SMALL GRINDER PUMP INSTALLATION CHECKLIST

### Section 1. PURPOSE

This policy is to explain the requirements of the Bedford Regional Water Authority (“Authority”) for installing residential and commercial small grinder pump stations (“SGP”) as they relate to Authority infrastructure located outside of Authority property.

### Section 2. SMALL GRINDER PUMP INSTALLATION CHECKLIST

The checklist that will be utilized by the Authority for the installation will be similar to that which is shown below.

#### PHASE 1 – CUSTOMER SIGN-UP

<b>1.</b>	<b>IS PRESSURE SEWER SERVICE AVAILABLE?</b> <input checked="" type="checkbox"/> Customer inquires to Customer Service Department if pressure sewer service is available via a Small Grinder Pump (SGP) station. The Engineering Department may determine if such service is available.
<b>2.</b>	<b>SGP USER AGREEMENT</b> <input checked="" type="checkbox"/> Customer Service provides the Small Grinder Pump (SGP) Information Package to potential SGP Customers connecting to pressure sewer systems. The package includes the following documents: <ul style="list-style-type: none"> <li>• Small Grinder Pump Station Installation Checklist</li> <li>• Pressure Sewer Policy</li> <li>• Small Grinder Pump Agreement</li> <li>• User Instructions for the Environment One Grinder Pump</li> <li>• Bedford County Code - Pretreatment Ordinance (Excerpt)</li> <li>• Primary Contact Information</li> <li>• Approved Contractor List For Small Grinder Pump Station Installation</li> <li>• Installation Diagram (GP-8)</li> <li>• Standard Details (CO-2; GP-2; GP-3E and GP-3L; GP-4)</li> </ul> <input checked="" type="checkbox"/> Customer executes the Small Grinder Pump (SGP) Agreement <b>(Customer may elect for private maintenance contract.)</b> <ul style="list-style-type: none"> <li>• If opting out of contract maintenance with the Authority, Authority specifications must still be followed in the installation of the SGP.</li> </ul>
<b>3.</b>	<b>FEES</b> <input checked="" type="checkbox"/> Customer submits applicable fees including water/sewer facility fees, small grinder pump station review and inspection fee, account setup fee, deposit, etc. to the Customer Service Department. This allows for building permits to be issued on new construction projects.
<b>4.</b>	<b>CONTRACTOR SELECTION</b> <input checked="" type="checkbox"/> Customer selects approved contractor to install the small grinder pump station. (See Approved Contractor List.)

**SMALL GRINDER PUMP INSTALLATION CHECKLIST**

<b>5.</b>	<b>SEWER TIE-IN LOCATION ESTABLISHED</b> <input checked="" type="checkbox"/> If lateral connection to the sewer main has not been installed, the Authority (Maintenance Department) schedules an appointment with the Customer or contractor to review where the sewer lateral will be located on the property.
<b>6.</b>	<b>PUMP VERIFICATION</b> <input checked="" type="checkbox"/> Customer selects small grinder pump system from approved manufacturer and model. <input checked="" type="checkbox"/> Selected pump is verified to be suitable for the receiving sewer system based on pumping rate of flow and system capacity by the Engineering Department.
<b>7.</b>	<b>SUPPLIER INFORMATION</b> <input checked="" type="checkbox"/> Customer provides contractor with supplier information (see Contact List.) <input checked="" type="checkbox"/> Supplier will ship the small grinder pump station to the customer / contractor on-site and the Authority requires that the supplier hold the pump for installation at a later date by the Authority.

**PHASE 2 – SGP STATION CONSTRUCTION / INSTALLATION**

<b>8.</b>	<b>SEWER TAP INSTALLATION</b> <input checked="" type="checkbox"/> Maintenance Department or Authority Authorized Contractor installs the sewer connection from the main line to the property line (see Standard Detail GP-2 and Master Diagram GP-8).
<b>9.</b>	<b>PUMP STATION INSTALLATION AND CONNECTION</b> <input checked="" type="checkbox"/> The grinder pump station installation and connection to the sewer lateral will not be performed by the Authority (see Installation Diagram). Payment for the small grinder pump station and installation, including lines connecting to the residence and to the Authority's sewer main, will be the responsibility of the customer. This work shall only be performed by an approved contractor. (See Step 4 above.) <input checked="" type="checkbox"/> Contractor constructs the small grinder pump station using approved materials. Contractors listed on the Approved Contractor List shall have the listing of approved parts and materials.
<b>10.</b>	<b>CONSTRUCTION APPROVAL – ENGINEERING</b> <input checked="" type="checkbox"/> The Construction Technician and Contractor will meet to choose a location for the SGP wet well that meets minimum distance requirements from existing and/or proposed structures. <input checked="" type="checkbox"/> Contractor leaves excavation around the outside of basin open, and contacts Engineering Department for field review. <input checked="" type="checkbox"/> Engineering personnel verifies the presence of a proper stone base beneath the basin, approved materials used in construction, the presence and operability of the pinch valve on the residence side of the basin, and proper general installation of the pump station and control panel.

**SMALL GRINDER PUMP INSTALLATION CHECKLIST**

	<input checked="" type="checkbox"/> Pinch valve is verified to be closed. <input checked="" type="checkbox"/> Engineering Department notifies the Customer Service and Maintenance Department of construction approval.
<b>11.</b>	<b>INSTALLATION APPROVAL – MAINTENANCE</b> <input checked="" type="checkbox"/> Maintenance Department reviews the unit installation to verify the electrical and plumbing are properly installed and completed to residence. <input checked="" type="checkbox"/> Unit is verified to be graded properly with ground cover not exceeding the bury line of the wet well. <ul style="list-style-type: none"> <li>• If grading is determined to be improper, it is the owner's responsibility to correct the grading and schedule a re-inspection of the unit before the pump installation scheduling can occur.</li> </ul> <input checked="" type="checkbox"/> Vehicular accessibility to the wet well through property being served is verified.

**PHASE 3 – ESTABLISHING SERVICE**

<b>12.</b>	<b>CONTRACTOR REQUESTS INSTALLATION</b> <input checked="" type="checkbox"/> Customer / Contractor makes verbal request to Customer Service to schedule pump installation and water meter installation. <input checked="" type="checkbox"/> Customer Service issues a work order for a pump installation with the Maintenance Department and meter installation with the Customer Service Field Representatives.
<b>13.</b>	<b>PUMP INSTALLATION</b> <input checked="" type="checkbox"/> Upon 72 hour notice and after verifying the pump station installation is satisfactory, the Maintenance Department schedules the pump installation. <input checked="" type="checkbox"/> If liquid is found in the wet well upon installation, Customer / Contractor will be responsible for having the wet well pumped out or will be charged for this service. <input checked="" type="checkbox"/> If liquid is found in the wet well due to the pinch valve being turned on by someone other than Authority personnel, an Unauthorized Connection Fee will be charged to the account.



## SMALL GRINDER PUMP INSTALLATION CHECKLIST

14.	<b>PUMP START-UP</b> <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> Maintenance Department performs pump start-up procedures.<ul style="list-style-type: none"><li>• PLEASE NOTE: The pump station contractor and/or plumber and Authority Representative are required to be present during the pump start-up.</li><li>• If pump station installation does not meet Authority standards, Customer / Contractor will have the option to make the corrections to meet standards, or to have pump delivered to the Contractor directly for the Contractor's installation and be ineligible for maintenance under the Authority's SGP Maintenance Agreement. The Authority will not install a pump in a station that has not been constructed to Authority standards.</li></ul></li><li><input checked="" type="checkbox"/> Maintenance Department provides the pump serial number to Customer Service upon pump installation.</li></ul>
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**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority's Executive Director on July 15, 2014, effective July 16, 2014.
- B. This policy was modified as follows:
1. Approved October 4, 2022, effective October 4, 2022:
    - a. Section 2, Phase 1 – Customer Sign-up was updated with clarification provided to establishing the sewer tie-in location and supplier information.
    - b. Section 2, Phase 2 – SGP Station Construction / Installation was updated with references to field reviews clarified, and acknowledgement of vehicular access included under Installation Approval – Maintenance.
    - c. Section 2, Phase 3 – Establishing Service was updated with clarification to the procedures for installation requests and pump start-up.

## INDUSTRIAL WASTES AND PRETREATMENT

### Section 1. PURPOSE

This purpose of this policy is to document the requirements of the Bedford Regional Water Authority (“Authority”) with respect to discharges into the Authority’s wastewater collection and treatment systems.

### Section 2. POLICY

- A. The Authority’s policy is to follow and enforce the Sewer Use Ordinance (“Ordinance”) as adopted by the Bedford County Board of Supervisors.
- B. Regulations:
  - 1. The Ordinance can be found under Chapter 18, Article I of the Bedford County Code.  
[https://library.municode.com/va/bedford\\_county/codes/code\\_of\\_ordinances?nodeId=COCO\\_CH18WASE\\_ARTISEUS](https://library.municode.com/va/bedford_county/codes/code_of_ordinances?nodeId=COCO_CH18WASE_ARTISEUS)

### Section 3. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved October 18, 2022, effective October 19, 2022:
    - a. Modified Section 2.A and 2.B with updated ordinance information.
    - b. Deleted Section 2.C and 2.D for redundancy and obsolete information.

## FATS, RAGS, OILS, AND GREASE

**Section 1. PURPOSE**

This purpose of this policy is to document the requirements of the Bedford Regional Water Authority (“Authority”) with respect to the discharge of Fats, Rags, Oils, and Grease (“FROG”) into the Authority’s wastewater collection and treatment systems.

**Section 2. POLICY**

- A. This policy is supplemental to the Authority’s Industrial Wastes and Pretreatment Policy
- B. This policy complies with the following regulations:
  - 1. Section 18-50 of the Bedford County Code.
  - 2. Chapter 58, Article VIII of the Bedford City Code
- C. The latest version of the FROG program can be obtained from the Authority’s website at [www.brwa.com](http://www.brwa.com).
  - 1. The most recent version of the FROG program, as of the approval of this policy, is dated.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Executive Director on April 23, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  - 1. Approved 7/17/2018, effective 7/18/2018:
    - i. The entire policy was updated to reflect the change in the program’s name FROG to include “Rags”.
    - ii. Section C.1 was updated with the new date of the revised program.

## **CHAPTER 10**

### **FINANCE**

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**FINANCIAL MANAGEMENT POLICY****Section 1. PURPOSE**

This policy is to document the financial management objectives of the Bedford Regional Water Authority (“Authority”). It is designed to be a working guide for Authority management and leadership. These policies ensure that the Authority is financially capable to meet its immediate and long-term objectives.

**Section 2. POLICY**

- A. The financial management policy is a statement of the guidelines that will influence and guide the financial management practice of the Authority. A financial management policy that is adopted, adhered to, and regularly reviewed is recognized as the foundation of sound financial management. An effective financial management policy should:
  - 1. Contributes significantly to the Authority’s ability to prepare for and insulate itself from financial crisis by being able to better manage stressful financial internal and external events.
  - 2. Promotes long-term financial stability by establishing clear and consistent guidelines, and
  - 3. Directs attention to the total financial picture of the Authority rather than a single issue area.

**Section 3. OPERATING BUDGET & FINANCIAL REPORTING POLICIES**

- A. The Authority will budget for all current operating expenditures to be paid for with operating revenues.
- B. The Authority will maintain operating reserves, as indicated below, to help maintain the operations and maintenance functions that would otherwise have to be deferred, require debt issuance, or require rate increases.
- C. Authority staff should, not only during the preparation of the budget but in the budget execution, use due care and promote cost savings and operating efficiencies at all times especially during periods of revenue shortfall.
- D. In preparing its annual budget, the Authority will base its revenue and expenditure projections on historic performance, while also taking into consideration operational needs, current trends, events, and developments in regulatory, local markets, building developments and environmental activities.
- E. Capital recovery charges will not regularly be used to finance continuing Authority operations, but instead will be used for funding expansion and replacement of system infrastructure or adding to Authority reserves.
- F. The Authority will prepare monthly financial statements showing the progress of budget estimates compared to actual results. These monthly reports and the Authority’s budgets are prepared on a cash flow or modified cash flow basis and differ from final audited year-end reports.

**FINANCIAL MANAGEMENT POLICY**

- G. The Authority will annually prepare a Annual Comprehensive Financial Report (ACFR) that is audited by an independent CPA firm. The annual report is prepared to meet Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standard's Board (GASB) Statements. This report will be submitted to the Government Finance Officers Association (GFOA) for review each year for consideration in the Excellence in Financial Reporting Program.
- H. The Authority shall follow all applicable state laws and internal policies related to procurement.
- I. The Authority will annually submit the budget document to the GFOA for consideration in the Distinguished Budget Presentation Awards Program.

**Section 3. CAPITAL BUDGET**

- A. The Authority will prepare and update annually for adoption a Capital Improvement Plan (CIP) that is developed for a ten-year planning period. Future capital expenditures necessitated by changes in projected service demands or goals set forth by the Board, changes in regulatory environment, maintenance and replacement of infrastructure that has reached the useful life will be included in capital planning projections.
- B. The first year of the five-year CIP planning period will become the most current capital budget for the Authority, provided funds are available from the operating budget surplus. Board action is required to add additional projects, authorizing the expending of capital resources to the capital budget subsequent to the normal updating of the CIP.
- C. The Authority will maintain all assets at a level adequate to protect the Authority's capital investment, meet permitted regulatory requirements, and to minimize future maintenance and replacement costs. Examples of maintaining assets at a level adequate to protect its investment include, but are not limited to, regularly scheduled preventative maintenance.
- D. The Authority will attempt to determine the most cost effective and flexible financing method for all new projects individually or as a whole, depending on the specific direction of the Board, or what is in the best financial interest of the Authority as a whole.

**Section 4. DEBT**

- A. The Authority will utilize a balanced approach to capital funding utilizing debt financing, CIP planned current-year revenues (pay-as-you-go), and planned capital reserve fund transfers from Authority reserves.
- B. The Authority will analyze all sources of debt financing when it has been determined that there is a need for debt.
- C. When the Authority finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected average useful life of the project(s) and equipment being financed.

## FINANCIAL MANAGEMENT POLICY

- D. When assessing capital project funding approaches and the issuance of debt, the Authority will conduct a series of financial analyses to demonstrate its financial ability to incur such debt under its current rate structure, and to determine if, when and to what degree rate structures need to be adjusted in the event that the current rate structure is not able to accommodate new additional debt.
- E. The Authority will review its current debt structure periodically as interest rates fluctuate and optional bond redemption rates arise for refunding or advance refunding opportunities.
- F. The Authority will remain in compliance with all debt covenants as they are provided. The Authority shall maintain net revenues, such that they are equal to 1.25x of annual debt service.

**Section 5. RESERVE POLICIES**

- A. The Authority has implemented best management practices which dictate that cash/investment reserves be accumulated to provide for contingencies and planned/unplanned major expenses.
  - 1. Reserves may be used to pay for capital costs in order to avoid or minimize the amount that would otherwise be recovered through user fees.
  - 2. Refer to Policy 10.33 for additional details on the reserve accounts.

**Section 6. REVENUE POLICIES**

- A. A diversified and stable revenue system will be maintained to shelter services from short-term fluctuations.
- B. Rate studies are to be conducted to ensure that rates will continue to support direct and indirect costs of operations, administration, maintenance, debt service, depreciation/amortization of capital assets, and system development. These studies are to be performed formally on a periodic basis by an outside firm that specializes in utility rates. Annually, staff will analyze projections performed by the consultant and adjust as necessary during the budgetary and rate development process.
- C. A rate study was conducted in conjunction with consolidation of the former Public Service Authority and former City of Bedford in 2013. This study covers a 10 year period in which the County and former City rates are to be equalized. All rates will be equalized in FY 2024.
- D. The Authority shall develop and maintain a comprehensive list of various fees and charges. Fees will be set at levels sufficient to cover the entire cost of service.
- E. Growth pays for growth: costs related to the expansion of system capacity should be funded with new/future customers who cause the need for such additional capacity through capital recovery and connection fees.

## FINANCIAL MANAGEMENT POLICY

### Section 7. EXPENSE POLICIES

- A. The Authority's operating expenditures are to be funded with on-going operating revenues to the extent possible.
- B. Department managers are responsible for submitting their annual budget requests and for maintaining their budget with the funds approved by the Board of Directors.
- C. The Authority will hire additional staff only after the need of such positions has been demonstrated, analyzed, documented, and approved by the Board of Directors.
- D. The Authority will invest in technology and other efficiency tools to maximize productivity.
- E. All compensation planning will focus on the total cost of compensation, which includes direct salary, health care benefits, retirement contributions, and other benefits of a non-salary nature, which are a cost to the Authority. Periodic compensation surveys will be conducted to determine the comparison to similar positions within the market.

### Section 8. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on June 16, 2020, effective June 17, 2020.
- B. This policy was modified as follows:
  - 1. Approved October 18, 2022, effective October 19, 2022:
    - a. Section 3.G was revised to reflect the modified acronym practice from the Government Finance Officers Association
    - b. Section 5 was revised to reflect the approval of Policy 10.33 for Reserve Accounts



## PURCHASING

### Section 1. PURPOSE

This policy is to define the methods by which the employees of the Bedford Regional Water Authority (“Authority”) make purchases of goods and services from non-governmental sources. All purchases made by the Authority shall conform to the terms and conditions contained in this policy, as well as the requirements in the Code of Virginia [§2.2-43](#) known as the Virginia Procurement Act (the “Act”). The Act requires that goods and services be procured at a reasonable price in a competitive process that is fair, impartial, and accessible to all qualified vendors. Factors to be considered in determining whether competitive principles are being satisfied include cost, quality, and capability, but does not include non-work related factors.

### Section 2. POLICY

- A. Procurement: For goods and/or services exceeding two hundred thousand dollars (\$200,000), the following process shall be followed:
  - 1. All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding, or competitive negotiation, unless otherwise authorized by law. Details of these procedures are contained in this policy.
  - 2. The competitive sealed bid and/or the competitive negotiation policies may be used on purchases regardless of the estimated cost, when it is felt that the best interest of the Authority would be served by doing so.
  - 3. Professional services shall be procured by competitive negotiation. Goods, services other than professional services, and insurance may be procured by competitive sealed bidding or competitive negotiation.
  - 4. The Board of Directors (“Board”) must approve of the award of all procurement purchases.
    - a. If the Board approves of a purchase through establishing and approving the funds for the purchase, including the adoption of a budget containing provisions for the purchase of such items, the Executive Director is then authorized to proceed with awarding the procured purchase contingent on the provisions in the resolution for the adopted budget.
    - b. If, when procuring the purchase, the costs are found to exceed the total budget approved by resolution by the Board, the Executive Director must then get Board authorization prior to awarding the purchase.
- B. Small Purchases: All purchases of supplies, materials, equipment, and contracted services that are expected to be equal to or less than two hundred thousand dollars (\$200,000) shall follow the Small Purchases Procedure that is documented in this policy.
- C. Sole Source: This purchasing method may be used when it is determined that there is only a single source for the item(s) or service(s) that can properly perform the intended function or task. In this situation, the procedure in Section 6 of this policy shall be utilized.
- D. Emergency Purchases: In case of emergency, as described in this policy, an exception to the above conditions of this policy may be made.

## PURCHASING

- E. Public-Private Education Facilities and Infrastructure and Alternative Delivery: The Authority may utilize the alternative delivery methods contained in the Public-Private Education Facilities and Infrastructure Guidelines policy and/or Alternative Delivery policy as adopted by the Authority. See Operating Policy Manual 10.45 and 10.40.
- F. The Authority may also utilize eVa, Virginia's total e-Procurement Solution at [www.eva.virginia.gov](http://www.eva.virginia.gov). With eVa participants may order from vendor catalogs which include state and local contracts. Also, bid openings may be posted to the eVa site, serving as public bid announcement.
- G. Cooperative Procurement: In accordance with the provisions of [§2.2-4304](#) of the Code of Virginia; the Authority may utilize a joint procurement agreement for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction. In addition, the Authority may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was a cooperative procurement being conducted on behalf of other public bodies. Cooperative procurement may not be used for:
  - 1. Contracts for architectural or engineering services; or,
  - 2. Contracts for construction projects

### Section 3. COMPETITIVE SEALED BIDS PROCEDURE

- A. Competitive Sealed bidding can be utilized if the aggregate or the sum of all phases of the goods, nonprofessional services, construction, or insurance is expected to exceed \$200,000.
- B. Construction may be procured only by competitive sealed bidding, except as outlined in the competitive negotiation section of this policy.
- C. Bidding process: The following steps are required in the competitive sealed bid process as well as the requirements outlined in 2 CFR 200.319 and 200.320 of the Code of Federal Regulations :
  - 1. Develop specifications for the goods or construction services to be procured. These specifications should be clear and detailed. In addition, contractual terms and general conditions must be included. Pre-qualification requirements may also be included.
  - 2. An invitation to bid must be issued. It is recommended that a work statement be prepared; this statement identifies the required goods or services to be procured in a logical sequence, establish a realistic milestones or delivery schedules, and help determine supplier cost realism. The invitations to bid must include, at a minimum: the specifications, the contractual terms and conditions applicable to this procurement, and a statement of any requisite qualifications of the potential vendors. A minimum of ten (10) days public notice is required between the initial invitation and the bid due date. Public notice is defined as posting in a designated public area, or publication in a newspaper of general circulation, or both. Public notice may also be published on the Virginia Department of General Services' central electronic procurement website and other appropriate websites.
  - 3. If warranted, pre-bid conferences or site visits may be conducted.

## PURCHASING

4. Following receipt of bids, a public opening of bids at a publicly stated time and place is required.
5. Once bids are opened, they must be evaluated with regard to the specifications and cost.

**Section 4. COMPETITIVE NEGOTIATION PROCEDURE**

- A. This procedure must be in accordance with, and with priority being given to, [§2.2-4302.2](#) and [§2.2-4303](#) of the Code of Virginia.
- B. Competitive negotiation is the standard procedure for professional services and engineering contracts.
- C. Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used by the Authority in the following instances:
  1. Fixed price design-build or construction management basis as provided in [Chapter 43.1](#) of the Code of Virginia (beginning at [§2.2-4378](#) et seq); or
  2. For excavation, grading or similar work upon real property upon a determination made in advance by the Authority and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination.
- D. Small Contracts: Single or term contracts for professional services may be procured under the small purchase procedures, as defined in this policy, without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$80,000.
- E. Large Contracts: All professional services with an aggregate or the sum of all phases that is expected to exceed \$80,000 shall be made on the basis of the competitive negotiation procedure. The following steps are necessary in competitive negotiation:
  1. Prepare a Request for Proposal (RFP) in accordance with §2.2-4302.2 of the Code. This document should describe the desired services and outline general conditions that will affect the services. A minimum of ten (10) days public notice must be given before the due date specified in the RFP.
  2. The proposals will be reviewed once responses are received.
  3. The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services.
  4. Following these discussions, offers should be ranked in order of preference based on the consultant's ability to fulfill the requirements explained in the RFP.
  5. An attempt is then made to negotiate a contract with the first ranked bid. If an agreement cannot be reached, an attempt to negotiate a contract with the second ranked bid must be made and so on in this manner until an acceptable agreement is reached.
  6. The Executive Director must approve the contract prior to the commencement of the work being performed.

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PURCHASING

- F. For Architectural and professional engineering term contracts, per Virginia Code [§ 2.2-4303.1](#), the term contracts shall be limited to a one-year terms, and may be renewable for up to four additional one-year terms. The sum for all projects performed in a one-year contract shall not exceed \$750,000.
- G. Competitive negotiation may be used in procuring non-professional services, goods, and insurance if the department shows in writing that sealed bidding would not be practicable or fiscally advantageous to the public. Non-professional services are defined as services that are not specifically identified as professional services as listed above. When competitive negotiation is used for non-professional services, the following steps must be followed:
1. Prepare a Request for Proposal (RFP) in accordance with §2.2-4302.2 of the Code. This document should describe the desired services and outline general conditions that will affect the services. A minimum of ten (10) days public notice must be given before the due date specified in the RFP. This can be done by posting to the Department of General Services' central electronic procurement website or other appropriate websites. Public bodies may also publish in a newspaper of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request.
  2. Once responses are received, the proposals must be reviewed.
  3. Negotiations with qualified offerors begin. Cost must be considered, but it does not need to be the sole determining factor in selection.
  4. The contract is awarded to the offeror with the best proposal.
  5. The Executive Director must approve the contract prior to the commencement of the work being performed.

**Section 5. SMALL PURCHASE PROCEDURE**

- A. Small purchase procedures shall provide for competition wherever practicable.
- B. The Executive Director, Deputy Director, and Department Managers are authorized to approve all small purchases as detailed below, provided that they are consistent with the expenditures planned in the budget that is approved by the Board.
- C. Purchases Not Exceeding \$10,000:
1. Purchases may be made upon receipt of a minimum of one (1) written or one (1) verbal quotation. Additional sources may also be solicited.
  2. If more than one quote is received, the award shall be made to the lowest responsive and responsible bidder.
  3. If the lowest priced item is not the best option for the Authority, a memorandum must be prepared justifying the purchase of a more expensive item, and the purchase must be approved by a Department Manager.
  4. A record of the quotation must be maintained. If a verbal quote is obtained, a record shall be kept of the name and address of the vendor(s) contacted, the item description or service offered, price quoted, delivery dates and terms, names of persons giving and receiving the prices and the date the information was obtained.

## PURCHASING

5. Department Managers may authorize employees to make purchases in order to complete a job in progress or to make small repairs.
6. An invoice or sales ticket must be submitted to the Department Manager along with a proper account code and description within 1 week of the purchase being made.
7. Small purchases may be:
  - a. Charged to an open account at local vendors where the Authority has established an account for that purpose.
  - b. Purchased with the use of an Authority purchasing card for businesses where the Authority does not have an established account.

### D. Purchases Over \$10,000 But Less Than \$50,000:

1. Three (3) written or three (3) verbal quotes shall be solicited from vendors that are known to normally handle the items or service needed. Documentation of the verbal quotes must be prepared by Authority personnel, and submitted to the Executive Director or the Deputy Director for review prior to the purchase being made; the minimum documentation should include the names of the vendors, the name of the representative for each vendor, the date of the quote, and the amount of the quote.
2. Verbal requests for quotations are generally the most expedient means for acquiring low-value items in a relatively short period of time. Bidders must be specifically informed that competitive quotations are being sought. A thorough description should be given of the item or service desired, the quantity, and the time frame in which delivery is expected to be made.
3. Bids shall be evaluated and the responsive and responsible bidder offering the products and/or services that will provide the Authority with the lowest total cost will be awarded the contract. The Authority reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making the award.
4. If the lowest priced item is not the best option for the Authority a memorandum must be prepared justifying the purchase of a more expensive item, and the purchase must be approved by the Executive Director or the Deputy Director.
5. The Authority may purchase used equipment and used material up to twenty thousand dollars (\$20,000) without obtaining quotes. The department manager requesting the purchase must submit documentation justifying the purchase to the Executive Director or Deputy Director prior to the purchase being made.

### E. Purchases Over \$50,000 But Less Than \$200,000:

1. A minimum of four (4) written quotations shall be solicited through a written request for quotation ("RFQ") from vendors that are known to normally handle the items or service needed. A formal advertisement is not required. Documentation of the solicitation and written quotes must be prepared by Authority personnel, and submitted to the Executive Director for review prior to the purchase being made; the minimum documentation should include the names of the vendors, the name of the representative for each vendor, the date of the quote, the amount of the quote, and any documentation provided by the vendor.
  - a. The RFQ shall be prepared with clear and detailed specifications for the goods or services needed
  - b. A specific time and place must be indicated in the RFQ for the receipt of the quotations. No quotations will be considered for approval when received after the specified time.

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- c. Confidentiality is vital to the informal written quotation procedure. No vendor shall be permitted to have access to information or quotations offered from other vendors until after the stated deadline. After the due date, such records shall be open to public inspection.
2. A bid tally will normally be sent to bidders with a notice of award, or upon request.
3. A file of documents related to each bid must be maintained in accordance with the Locality Record Retention Schedule available at the Library of Virginia's website.
4. If the lowest priced item is not the best option for the Authority a memorandum must be prepared justifying the purchase of a more expensive item, and the purchase must be approved by the Executive Director.
5. Bids shall be evaluated and the responsive and responsible bidder offering the products and/or services that will provide the Authority with the lowest total cost will be awarded the contract. The Authority reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making the award.

### Section 6. SOLE SOURCE PROCEDURE

- A. Justification that there is only a single source practically available to purchase an item or service must be well documented in writing prior to the purchase being made or the contract being issued. The writing shall document the basis for this determination.
- B. Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation.
- C. Approval and documentation for any sole source purchase must be approved as follows:
  1. For contracts or purchases less than or equal to fifty thousand dollars (\$50,000), the expenditure(s) must be documented and approved in the same manner as in the Small Purchases section of this policy.
  2. For contract or purchases exceeding fifty thousand dollars (\$50,000), the expenditure(s) must be approved by the Board of Directors of the Authority and documentation shall be provided as necessary to obtain the approval of the board.
- D. The Authority shall issue a public written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area or published in a newspaper of general circulation on the day the Authority awards or announces its decision to award the contract, whichever occurs first. Public notice may also be published on the Department of General Services' central electronic procurement website and other appropriate websites.
- E. Generally, no practical purpose is served by soliciting bids for an item or service which is available only from a single source.



## PURCHASING

- F. Sole source items are usually purchased at a higher cost due to not permitting competition. It is important to search out competing products or services which functionally perform as well or better than those sometimes considered to be sole source. Sole source shall only be used after all other procurement or purchasing methods have been fully evaluated and exhausted.

### Section 7. EMERGENCY PURCHASES PROCEDURE

- A. An emergency exists when a breakdown in an essential service occurs or under any other circumstances when supplies are needed for immediate use in work which may virtually affect the safety, health, or welfare of the public. Emergency purchases shall be limited to materials and/or services for which delivery will commence within 24 hours after the placement of an order.
- B. A true emergency will almost always occur as a result of needing parts or labor for repairs to equipment which must be kept in operating order. The use of emergency purchases for failure to anticipate normal needs must be avoided. The following examples indicate poor planning on the part of the department concerned:
1. Depletion of stock due to lack of foresight in anticipating needs.
  2. Repairs that have been needed for some time on buildings or equipment becoming an emergency overnight.
  3. The ordering of materials for projects on a last minute basis when those materials should have been ordered weeks or months prior to time of use.
- C. Before a contract may be awarded in the event of an emergency without competitive seal bidding or competitive negotiation, such procurement shall be made with such competition as is practicable under the circumstances and a written determination shall be made by the Executive Director of the basis for the emergency and for the selection of the particular contractor. This determination shall be included in the contract file. The Authority shall also issue a written notice stating that the contract is being awarded on an emergency basis and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the Authority's website and may be published in a newspaper of general circulation on the day the Authority awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as practicable. The public notice of determination shall be posted for at least ten (10) days.

### Section 8. DEBARMENT PROCEDURE

- A. Prospective contractors may be debarred from contracting for particular types of supplies, services, insurance, or construction for specified periods of time.
1. A detailed written report must be submitted to the Executive Director by the department in charge of the bid or quote stating what the violations or omissions are and what harm they have or may have caused the Authority.
  2. The Executive Director will examine the complaint and may contact the contractor in an effort to settle the dispute under the terms and conditions of the contract.
  3. Should the contractor be unwilling or unable to meet the terms and conditions as specified in the contract, the responsible department may recommend to the Executive Director to begin

## PURCHASING

- legal proceedings or debar the contractor from future bids for a stated period of time, depending on the seriousness of the violation or omission.
4. The debarment period may be one (1) year or more for the first violation. Subsequent violations may result in permanent debarment.
  5. The responsible department will notify the contractor in writing of a debarment decision and its time period. After the contractor has received the written notice of debarment, he or she may make a written request to the Executive Director to present any additional facts pertinent to the debarment decision.

### Section 9. RESPONSIBILITIES AND FUNCTIONS

- A. All correspondence with suppliers regarding bids or quotations shall be directed to the department or authorized employee handling that bid or quote.
- B. The responsible department, or authorized employee, under the direction of the Executive Director shall be responsible for the following purchase and supply functions:
  1. The purchase or lease for use by the Authority: all supplies, materials, equipment, and contractual services.
  2. Provision for competitive bids for all purchases or contracts whenever practical.
  3. Consolidating purchases of like or common items or services to obtain maximum economic benefits.
  4. Follow up orders with vendors if delivery is not made within a specified time period.

### Section 10. ETHICS IN PUBLIC CONTRACTING

- A. Each Authority officer or employee who has official responsibility for the procurement of goods, services, insurance, or construction must be familiar with Virginia Code [§2.2-4367](#) through [§2.2-4377](#) (Ethics in Public Contracting).
- B. No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a vendor or subcontractor any payment, loan, subscription, advance, deposit of money, services,
- C. Kickbacks are prohibited as follows:
  1. No contractor or subcontractor shall demand or receive from any of their suppliers or contractors, as an inducement for the award of a subcontract or order, any payment loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
  2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
  3. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
  4. If a subcontractor or supplier makes a kickback or other prohibited payment as described herein, the amount thereof shall be conclusively presumed to have been included in the price



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- of the subcontract or order and ultimately borne by the Authority and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from the other offending parties.
- D. No person who, for compensation prepares an invitation for bids or request for proposals for or on behalf of the Authority shall: (1) submit a bid or proposal for that procurement or any portion thereof; or (2) disclose to any vendor information concerning the procurement which is not available to the public. However, the purchasing agent, with concurrence of the Authority attorney, may permit the person to submit a bid or proposal for that procurement or any part thereof, if it is determined that exclusion of the person would limit the number of potential vendors in a manner contrary to the best interests of the Authority.
- E. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person employed as an independent contractor by the Authority to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which the architect or engineer has a personal interest as defined in Section 12. No building materials, supplies or equipment for any building or structure constructed by or for the Authority shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in such building or structure to the independent contractor, employed by the Authority to furnish architectural or engineering services in which such person has a personal interest as defined in Section 12.
- F. No employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

## Section 11. CONDITIONS AND INSTRUCTIONS

- A. Bids and amendments thereto or withdrawal of bids submitted that are received by the Authority after the date and time specified for bid opening will not be considered. It will be the responsibility of the bidder to see that the bid is delivered to the Authority by the specified time and date. There will be no exceptions. Date of postmark will NOT be considered. Phone, email and facsimile bids are not accepted.
- B. Prices should be stated in units of quantity specified with packing and delivery to destination included, less federal, state, and local taxes.
- C. The time of proposed delivery must be stated in definite terms. If the time for differed commodities varies, the bidder shall so state.
- D. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.

## PURCHASING

- E. Quotations must show unit price, amount, and grand total or bid may be rejected. In case of error in the computation of total prices, the unit price shall govern.
- F. Unless qualified by the provision "No Substitute," the use of the name of a manufacturer, brand, make, or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make, or catalog designation identification. This is used to simply indicate the character, quality, and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, the bidder shall furnish complete data and identification with respect to the alternate commodity proposed to be furnished.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Authority. If the bidder does not indicate that the commodity proposed to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

- G. The bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- H. Bids shall be evaluated and the responsive and responsible bidder offering the lowest total cost will be awarded the contract. The Authority reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making the award.
- I. Each bid is received with the understanding that the acceptance in writing by the Authority of the offer to finish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the Authority which shall bind the bidder on his part to furnish and deliver the article quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the Authority on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles and services specified and satisfactorily delivered.
- J. Any equipment delivered must be standard, new equipment of the latest model except as otherwise specifically stated in the bid. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- K. In event of default by the contractor, the Authority reserves the right to procure the commodities and/or services from other sources and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

**PURCHASING**

- L. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent. Corrections must be initialized and dated in ink by the person signing the quotation.
- M. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- N. All quotations should be verified carefully prior to submission to the Authority as they cannot be withdrawn or corrected after being opened except in strict accordance with §2.2-4330 of the Code.
- O. At the Authority's option, vendors located in the immediate area may have an advantage in case of close or tie bids. Considerations will be given on the basis of service capabilities, parts, and/or stock inventories. Previous unsatisfactory performance of delivery and/or service of similar commodities will be considered in the final determination.
- P. For all construction contracts exceeding \$500,000 the Authority shall require the contractor to furnish (1) a performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the contract, and (2) a payment bond in the sum of the contract amount for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment of all materials furnished or labor supplied or performed in furtherance of the work.
- Q. A public body may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.
- R. Contracts over \$10,000 must contain the following provision: Drug free workplace to be maintained by Contractor. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## PURCHASING

- S. All bidders will normally be afforded equal opportunities to quote and to compete in public bidding. The Authority reserves the right to debar any bidder that has demonstrated unsatisfactory performance in previous contracts.

**Section 12. DEFINITIONS**

- A. This section provides specific definitions of terms frequently used in the wording or requisitions, quotations, bids, requests for proposals (RFP), and the Authority conditions and instructions.
1. *As is*: a term indicating that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the seller for the quality or condition of goods.
  2. *Bid*: an offer, as a price, whether for payment or acceptance. A quotation specifically given to a prospective purchaser upon his request, usually in competition with other vendors. An offer, by a buyer, to a vendor, as at an auction.
  3. *Bond (performance)*: a bond executed in connection with a contract and which secures the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract.
  4. *Certificate of Compliance*: a supplier's certification to the effect that the supplies or services in question meet certain specified requirements.
  5. *Common Carrier*: a person or corporation, licensed by an authorized state, federal, or other government agency, engaged in the business of transporting personal property from one place to another for compensation. A common carrier is bound to carry for all who tender their goods and the price for transportation.
  6. *Consignee*: the person or organization to whom a shipper directs the carrier to deliver goods. Such person or organization is generally the buyer of goods and is called a "consignee" on a bill of lading.
  7. *Contract*: a deliberate agreement between two (2) or more competent persons to perform or not to perform a specific act or acts. A contract may be verbal or written.
  8. *Contract Carrier*: by motor vehicle, any person, or corporation, not a common carrier, who under special and individual contracts or agreements transports passengers or property by motor vehicle for compensation.
  9. *Invitation for Bids*: a request, verbal or written, which is made to prospective suppliers for their quotation on goods or services desired by the prospective purchaser.
  10. *Invoice*: a document showing the character, quantity, price, terms, nature of delivery, and other particulars of goods sold or of services rendered; a bill.
  11. *Letter of Intent*: a preliminary contractual agreement customarily used in situations where the items, quantities, price, and delivery dates are known, but where the principal contract provisions require additional time-consuming negotiations. It is used to enter into interim agreements, pending a definitive contract, so as to permit the start of construction, production, or delivery of the supplies or materials.
  12. *Personal interest*: means a financial benefit or liability accruing to an officer or employee or to a member of their immediate family. Such interest shall exist by reason of: (1) ownership in a business if the ownership interest exceeds three percent of the total equity of the business; (2) annual income that exceeds or may reasonably be anticipated to exceed \$10,000 from ownership in real or personal property or a business; (3) salary, other compensation, fringe benefits, or benefits from the use of property, or any combination thereof, paid or

## PURCHASING

- provided by a business that exceeds; or may reasonably be anticipated to exceed, \$10,000 annually; (4) ownership of real or personal property of the interest exceeds \$10,000 in value and excluding ownership in a business, income, or salary, other compensation, fringe benefits or benefits from the use of property; or (5) personal liability incurred or assumed on behalf of a business if the liability exceeds three percent of the asset value of the business.
13. *Personal interest in a contract*: means a personal interest which an officer or employee has in a contract with a government agency, whether due to them being a party to the contract or due to a personal interest in a business which is a party to the contract.
  14. *Professional Services*: as used here, it shall be defined as contract services to include accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering.
  15. *Quotation*: a statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; a bid. When given in response to an inquiry, is usually considered an offer to sell. The stating of the current price of a commodity; the price so stated.
  16. *Specification*: a clear, complete, and accurate statement of the technical requirements descriptive of a material, an item, or a service, and of the procedure to be followed to determine if the requirements are met.
  17. *Terms of Payment*: all purchase transactions require a payment for the goods or services received. Payment is made in negotiable funds in accordance with the terms agreed between buyer and seller.
  18. *Vendor*: any supplier of goods or services.

**Section 13. REFERENCES**

- A. Virginia Procurement Act: The Virginia Procurement Act may be accessed by the following web address: <https://law.lis.virginia.gov/vacode/title2.2/chapter43/>.
- B. Uniform Guidance for Federal awards: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>, and <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.319>

**Section 14. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved July 15, 2014, effective July 16, 2014:
    - a. Section 2.E-F was added to explain Used Equipment and Material and to clarify contract usage.
    - b. Section 5.A.4 and Section 5.C.1 were added to provide clarification.
  2. Approved April 21, 2015, effective April 22, 2015:
    - a. Section 4 was modified to explain procedure for less than \$60,000
    - b. Section 5 was modified to provide clarification, and to update the maximum purchase to \$100,000 to match state code.
    - c. Section 7 was amended to include the process for justification for emergency

## PURCHASING

- procurement.
3. Approved September 18, 2018, effective September 19, 2018:
    - a. Numerous changes were made throughout the policy to reflect changes to the Code of Virginia.
    - b. Section 10 was added to cover the Ethics in Public Contracting.
  4. Approved June 16, 2020, effective June 17, 2020:
    - a. Changes were made to Section 4 to reflect updates to the Code of Virginia.
  5. Approved October 18, 2022, effective October 19, 2022:
    - a. Changes were made to revise the dollar limits under Section 3, Section 4 and Section 5.
    - b. Assistant Executive Director position was changed to Deputy Director.
  6. Approved May 21, 2024, effective May 22, 2024:
    - a. Clarified Section 1 for federal awards and added Uniform Guidance reference to Section 13.



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**CREDIT CARD USE****Section 1. PURPOSE**

The purpose of this policy is to ensure the proper use of all credit cards issued to the Bedford Regional Water Authority ("Authority").

**Section 2. ACCOUNTS**

Each user will have a separate credit card issued to them, and each card will have a separate credit limit associated with it. The Executive Director and the Financial Manager are responsible for the management of the cards, with each user being responsible for the proper use of the card that is issued to them.

**Section 3. AUTHORIZED USERS AND CREDIT LIMITS**

- A. The following is a list of the positions held by each of the authorized users, and the credit limits associated with each card:
  - 1. Maintenance Manager: \$2000
  - 2. Engineering Manager: \$2000
  - 3. Operations Manager: \$2000
  - 4. Human Resources Manager: \$4000
  - 5. Systems Administrator: \$4000
  - 6. Executive Director: \$4000
- B. If the limit on any of the Manager's cards is reached, purchases may be made by Managers on the card held by the Executive Director upon the Executive Director's approval.

**Section 4. ACCOUNT BALANCE**

The outstanding balance on each card shall be paid off monthly; no interest shall be paid for any of the card accounts.

**Section 5. DOCUMENTATION OF CREDIT CARD**

Each cardholder shall sign a log upon issuance of a card, with the Executive Director verifying the receipt of the card. For any credit card use, a receipt and a completed Credit Card Purchase Request Form shall be generated by the authorized user. All receipts and other documentation relating to purchases, reservations, or online support shall be provided to the Financial Manager as soon as practical. The Financial Manager shall be responsible for verifying each charge on the monthly bill with the documentation provided by the authorized users. Failure by an authorized user or cardholder to provide sufficient documentation may limit future use of the card.

## CREDIT CARD USE

### **Section 6. AUTHORIZED USE OF CREDIT CARD**

- A. Purposes for which the cards may be used include:
  - 1. Making reservations for conferences, travel arrangements, or classes.
  - 2. Payment for lodging, meals (excluding alcoholic beverages), transportation, and other related charges associated with attendance of professional conferences and meetings.
  - 3. Purchases of emergency items from a non-routine supplier or new supplier (this must have clearance from the Executive Director or Financial Manager). Every effort should be made to make purchases from vendors where the Authority has an established account.
  - 4. Purchases of computer software support by the Systems Administrator for the correction of problems or restoration of failed systems.
- B. The Executive Director or Financial Manager may revoke card privileges at any time as deemed necessary.

### **Section 7. UNAUTHORIZED USE OF CREDIT CARD**

No purchase of any personal items may be made on the Authority's card account for later reimbursement.

### **Section 8. REVISION HISTORY**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.



## PURCHASING CARDS

### Section 1. PURPOSE

The purpose of this policy is to ensure the proper use of purchasing cards issued to the Bedford Regional Water Authority (“Authority”).

### Section 2. ACCOUNTS

Each user will have a separate purchasing card issued to them, and each card will have a separate credit limit associated with it. The Executive Director and the Director of Finance are responsible for the management of the cards, with each user being responsible for the proper use of the card that is issued to them.

### Section 3. AUTHORIZED USERS AND CREDIT LIMITS

- A. Authorized Users may be issued a Purchasing Card, as determined by the Executive Director and the Director of Finance. Credit limits can be temporarily adjusted via the internet by the Executive Director, Director of Finance, or Accounting Technician, should the need arise.
- B. The following is a list of the each of the positions held by Authorized Users with an individual credit limit of five thousand dollars (\$5,000):
  - 1. All Directors
  - 2. Human Resources Manager
  - 3. Information Systems Manager
  - 4. Safety Coordinator
- C. The following is a list of the each of the positions held by Authorized Users with an individual credit limit of three thousand dollars (\$3,000):
  - 1. All Managers, unless noted in the category above
  - 2. Assistant Maintenance Manager
  - 3. Accounting Technician
  - 4. Marketing Coordinator
- D. The following is a list of each of the positions held by Authorized Users with an individual credit limit of one thousand dollars (\$1,000):
  - 1. All Supervisors
  - 2. Administrative Support Technician
  - 3. Engineering Assistant
  - 4. Compliance Specialist
- E. The Accounting Technician is an Authorized User. This position has a credit limit of three thousand dollars (\$3,000), and their limit will be adjusted via the internet by the Executive Director should the need arise.

## **PURCHASING CARDS**

- F. All other Authority employees, not listed above, will be authorized users. The credit limit for these employees will be zero (\$0.00) and will be adjusted via the internet by the Executive Director, Director of Finance, or Accounting Technician, should the need arise.

### **Section 4. ACCOUNT BALANCE**

The outstanding balance on each card shall be paid off monthly; no interest shall be paid for any of the card accounts.

### **Section 5. DOCUMENTATION OF PURCHASING CARD**

Each cardholder shall sign a log upon issuance of a card, with the Executive Director, Director of Finance, or their respective Manager verifying the receipt of the card. For any purchasing card use, a receipt and a completed Purchasing Card Request Form shall be generated by the authorized user. All receipts and other documentation relating to purchases, reservations, or online support shall be provided to the Director of Finance or Accounting Technician as soon as practical. The Director of Finance or Accounting Technician shall be responsible for verifying each charge on the monthly bill with the documentation provided by the authorized users; when the Director of Finance or Accounting Technician make purchases using a purchasing card, the documentation shall be approved by the Executive Director. Failure by an authorized user or cardholder to provide sufficient documentation may limit future use of the card.

### **Section 6. AUTHORIZED USE OF PURCHASING CARD**

- A. Purposes for which the cards may be used include:
1. Making reservations for conferences, travel arrangements, or classes, as coordinated through Human Resources
  2. Payment for lodging, meals (excluding alcoholic beverages), transportation, and other related charges associated with attendance of professional conferences and meetings, as coordinated through Human Resources.
  3. Purchases from suppliers for routine supplies and materials. The purchasing card is designed to be used in place of open accounts with vendors, thus eliminating numerous invoices to multiple vendors.
  4. Purchases of computer software support by the Information Systems Manager for the correction of problems or restoration of failed systems.
- B. The Executive Director or Director of Finance may revoke card privileges at any time as deemed necessary.

### **Section 7. UNAUTHORIZED USE OF PURCHASING CARD**

No purchase of any personal items may be made on the Authority's card account for later reimbursement.

## PURCHASING CARDS

### Section 8. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified with the following amendments:
  - 1. Approved July 23, 2013, effective July 24, 2013:
    - a. Policy revised to include additional positions that routinely make purchases.
  - 2. Approved April 21, 2015, effective April 22, 2015:
    - a. Section 3A modified to include the Financial Assistant as an authorized individual to make changes to credit limits.
    - b. Section 3B was modified to include additional positions.
    - c. Section 3D and 3E were modified to reflect changes made to 3A and 3B.
    - d. Section 5 was modified to include the Financial Assistant, and provide for review by the Executive Director.
  - 3. Approved May 16, 2017, effective May 17, 2017:
    - a. Section 3B was modified to increase the credit limit from \$2,500 to \$5,000 and to revise Communications Coordinator position to Public Information Office position.
    - b. Section 3C was added to maintain a level of \$2,500 for those positions listed therein.
    - c. Section 3E was modified to add 2 positions
    - d. Revised Financial Assistant position to Financial Technician position
  - 4. Approved June 18, 2019, effective June 19, 2019:
    - a. Sections 3 and 5 were modified to update position titles
  - 5. Approved June 16, 2020, effective June 17, 2020:
    - a. Section 3C was modified to add 2 positions.
    - b. Section 3D was modified in order to move the position to 3C.
    - c. Section 3E was modified to reflect the changes made in 3C.
  - 6. Approved October 18, 2022, effective October 19, 2022:
    - a. Section 3 was modified to add and categorize positions, as well as revise credit limits

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**EMPLOYEE AWARDS****Section 1. PURPOSE**

Whenever financially possible, it is the intention of the Bedford Regional Water Authority (“Authority”) to acknowledge and recognize the contributions, length of service, and exemplary performance of the Authority employees. The Internal Revenue Service has certain requirements related to employee awards, and therefore this policy is to document the stipulations associated with the granting of such awards.

**Section 2. TYPES OF AWARDS****A. Achievement Awards:**

1. These awards are given for length of service or safety achievement.
2. They must be awarded as part of a meaningful presentation.
3. With the exception of certificates of recognition, length of service awards cannot be given before 5 (five) years of service and no more frequently than 5 (five) year increments of years of service.
4. Safety awards cannot be given to management, administrators, or professional, clerical, or part-time employees.
5. Safety awards must be limited to less than 10% of eligible employees during the tax year to retain their tax free status.

**B. Bonuses and Monetary Awards:**

1. This includes any award paid by a negotiable instrument such as cash, check, money order, and direct deposit. It also includes any item that can be readily converted to cash, such as savings bonds, gift cards, and gift certificates.
2. These awards are considered wages and are subject to all federal, state, and local withholding taxes and must be included on the employee’s W-2.
3. Taxable income from monetary awards shall be included on the employee’s next regular paycheck and applicable withholding will be deducted from gross wages.
4. Award totals may not be increased to compensate for the taxes to be deducted from the employee’s pay.

**C. Non-monetary Awards:**

1. This includes meals, plaques, trophies, pencils, pens and desk items, cups and mugs, personal items of clothing such as caps, shirts, and sweatshirts, and other items such as tools, electronics, radios, sports equipment, and timepieces.
2. The Finance Department will be responsible for determining whether non-monetary awards are taxable in accordance with IRS regulations.

**D. Door Prizes:**

1. Subject to de minimus threshold, discussed herein.
2. If over de minimus threshold, taxed at fair market value.
3. Monetary Awards, as defined herein, are always taxable even if they are given as a door prize.

## EMPLOYEE AWARDS

### Section 3. STIPULATIONS

- A. De minimus fringe benefits include any property or service, provided by the Authority for an employee, with a value so small that accounting for it is unreasonable or administratively impracticable. The value of the benefit is determined by the frequency it is provided to each individual employee, or if this is not administratively practical, by the frequency provided by the Authority to the workforce as a whole.
- B. The law does not specify a dollar threshold for benefits to qualify as de minimus. The determination will always depend on facts and circumstances.
- C. The maximum amount to be given to an employee is \$400 per tax year and records must be kept for all items given.
- D. If funds for awards or prizes are provided by an outside party, the award is taxable in the same way as if provided directly by the Authority. If the funds are turned over to the Authority to select and distribute the awards, the employee is responsible for all applicable payroll taxes and withholding.
- E. In the case where the outside party selects and distributes the award directly to an employee without any direction or decision making from the Authority, then the award is income to the recipient and must be reported by the employee. The Authority will not be involved in any withholding in this situation.

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, July 1, 2013.

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**DEBARMENT****Section 1. PURPOSE**

Pursuant to § 2.2-4321) of the code of Virginia, this policy is to document the procedure adopted by the Bedford Regional Water Authority (“Authority”) for the debarment of contractors and vendors for particular types of supplies, services, insurance or construction.

**Section 2. POLICY**

- A. The issue with the contractor or vendor is investigated and analyzed by the Executive Director of the Authority. A debarment recommendation may be on the basis of a contractor’s or vendor’s unsatisfactory performance for the Authority.
- B. A determination is made in writing and provided to the contractor or vendor, giving them the opportunity to respond and provide any additional information as to justify the circumstances surrounding the debarment. This response must be provided to the Executive Director in writing within 30 days of the written determination having been provided the contractor or vendor.
- C. The Executive Director may rescind the debarment recommendation after considering any additional information provided by the contractor or vendor; or the Executive Director may pursue recommending debarment to the Board of Directors.
- D. If debarment is pursued, the contractor or vendor will be given reasonable notice and the opportunity to appear before the Board of Directors (“Board”) at the time the debarment is considered.
- E. Debarment shall be determined by the Board on the vote of the majority of Directors in attendance and voting on the debarment.
- F. The debarment will be effective for a term of one year. It will automatically renew for additional one year terms unless the vendor submits a written request to the Executive Director to have the debarment removed and the Board approves of the request by a majority vote.

**Section 3. REFERENCES**

- A. Virginia Procurement Act:
  - 1. The Virginia Procurement Act may be accessed by the following web address:  
<http://lis.virginia.gov/cgi-bin/legp604.exe?000+cod+TOC0202000004300000000000>.
  - 2. The code on debarment can be found at the following web address:  
<http://lis.virginia.gov/cgi-bin/legp604.exe?000+cod+2.2-4321>

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Issue (Effective) Date: July 1, 2013  
Approval Date: March 26, 2013  
Approved By: Board of Directors

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DEPARTMENT

**Section 4. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.

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**CAPITAL ASSETS****Section 1. PURPOSE**

The Bedford Regional Water Authority (“Authority”) has prepared this policy to define the methods by which capital assets are accounted for at the Authority. Capital assets, both tangible and intangible, are acquired for the use of operations that will benefit more than a single fiscal period. Capital assets are comprised of both equipment and projects that are distinguishable from regular operating expenses based on their higher cost and longer useful life.

**Section 2. POLICY**

- A. Vehicles and equipment having a value of less than \$1,000 are not capitalized, except as defined below.
- B. Facilities and infrastructure, part of a water or wastewater system, are grouped into classes of assets. Therefore, meters having a value of less than \$1,000 each are still capitalized when they are part of a wholesale change-out program. Meters replaced or installed for new services are still treated as an expense when incurred.
- C. A capital project is defined as a project of a nonrecurring nature that has an estimated life of greater than ten (10) years. This would exclude routine maintenance costs, such as resealing a parking lot but would include repaving a parking lot. Also, the patching of a roof would not be included; whereas a replacement roof would be included. Additionally, a capital project may be comprised of a number of individual items whose replacement costs do not meet the capitalization threshold as long as it is presented as a single project.
- D. Repair and maintenance projects can be difficult to categorize. If they are routine, relatively inexpensive, and focus on only one (1) designated section of pipe or other component of the water/wastewater system, then they should be considered operational expenses.
- E. The cost of Engineering services are capitalized when they relate to a public improvement, even if the project is intangible in nature such as water modeling or exploration and developing a master capital plan, which benefit a variety of projects.
- F. Land acquisitions, including easements, are capitalized separate from the related infrastructure asset.

**Section 3. REPORTING**

- A. Capital assets are only reported on the Authority’s records when ownership has been transferred to and/or accepted by the Authority. They are reported on the Authority’s financial records at their actual or estimated historical cost. Assets that are donated by parties outside of the Authority are reported at their fair value on the date the donation is legally transferred to the Authority.
- B. Construction project costs are accumulated and held in the Construction in Progress asset accounts until the asset is placed into service, or becomes operational regardless of whether final



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**CAPITAL ASSETS**

payment has been made. Once this has happened, the asset is reclassified into various fixed asset categories (land, buildings, fixed equipment, movable equipment, associated legal costs, and capitalized interest, etc.). Moveable equipment, included in projects, is only capitalized if the individual unit cost exceeds the capitalization threshold.

- C. Infrastructure and facilities that are donated by developers or other outside parties are assigned a value based on the actual construction costs incurred for the utilities by the developer. This information is included on the Bill of Sale and Quitclaim Deed which the developer completes upon completion of the project and prior to a Certificate of Completion being issued by the Authority's Engineering, Operations, Customer Service and Maintenance Departments.
- D. The historical cost of a capital asset includes freight and installation charges and any capitalized interest, as well as any subsequent additions or improvements (not including repairs that do not extend the life of the asset or enhance its operational value).
- E. All capital assets, except for Land and Construction in Progress, are depreciated on a straight-line basis using useful lives of a class of assets estimated by the Finance Department. However, these lives are subject to periodic review by comparing the estimated life with the Authority's actual experience. Changes in the life of a class of assets may occur because of a change in the quality of materials used, the assets' intended use, the regulatory environment, and the Authority's maintenance and replacement program.
- F. The sale, disposal, or destruction of any capital asset should be reported, along with any insurance recovery or sale amount, to the Authority's Finance Department as soon as possible so that the item can be appropriately removed from the financial records (and other related inventory or insurance lists).
- G. Capital assets can be "impaired" or lose their operational value to the Authority. Capital assets that are permanently removed from service (although still operational) or permanently (and unexpectedly) lose a significant portion of their service utility should be reported to the Authority's Finance department for their review. This unexpected loss of service utility may be due to physical damage, changes in legal or environmental factors, technological changes or obsolescence, permanent construction stoppage, or significant changes in the manner or duration of use. The Finance Department, along with the independent auditors will determine the appropriate "loss" to be recorded on the financial statements for the year of impairment, generally to bring the impaired asset down to the lower of carrying cost or fair value. Similarly, studies and other expenses related to a project that is abandoned should have their costs written off in the fiscal year the project is abandoned.
- H. Physical inventory of all equipment will be performed simultaneously or on a rotating basis at least once every two (2) years. As part of the physical inventory the existence, condition, and accuracy of the Authority's records will be verified. Each asset will be assigned an asset tag, if an asset is not able to be tagged due to location or the nature of the equipment, a note will be made in the capital asset records that indicate this. The asset ID that is assigned in the fixed asset module and the asset label number will not match, due to the amount of assets that are

## CAPITAL ASSETS

“untaggable,” but will both be documented in the fixed asset module for record keeping purposes. If discrepancies are found during the inventory process they will be researched and updated or removed from the system, as appropriate.

### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013
- B. This policy was modified with the following amendments:
  - 1. Approved April 21, 2015, effective April 22, 2015:
    - a. Section 3.C modified to include the Customer Service department

## DISPOSAL OF SURPLUS PROPERTY

### Section 1. PURPOSE

The Bedford Regional Water Authority (“Authority”) has this policy to explain the process for selling property that is no longer needed by the Authority for its operations.

### Section 2. POLICY

- A. Surplus property of the Authority is defined as property that is no longer needed by the Authority. This could be property that has been replaced by a newer model or property that has become obsolete in the operations of the Authority.
- B. The Authority will dispose of all surplus property depending on the value of the property being disposed of.
  - 1. If the property is valued at five hundred dollars (\$500) or more, then the property shall be disposed of in accordance with Section 3 of this policy.
  - 2. If the property is valued at less than five hundred dollars (\$500), then the property shall be disposed of in accordance with Section 4 of this policy.
  - 3. Property that is unusable and determined to have no commercial value may be destroyed or disposed of after authorized by the Executive Director.

### Section 3. SIGNIFICANT VALUED PROPERTY

- A. Surplus property that has a value of \$500 or more for each item must be disposed of by one (1) of the following methods:
  - 1. Advertisement on GovDeals website for auction.
  - 2. Advertisement in local paper for sealed bids.
  - 3. Negotiated sale: when property has not been sold after a sealed bid and it also hasn't been sold after being placed in a GovDeals auction, it may be sold to any solicitor who has shown an interest in the property. Every effort should be made to collect as high a price as possible for the item being disposed of.
  - 4. Contracted sale: a contract can be established for the sale of surplus items generated on a continuing basis, such as scrap metal or old meters.
    - a. Such contracts must be advertised in a local paper of general circulation to allow for all interested parties to submit a bid for the contract proposal.
  - 5. Trade in: when purchasing a new item and the vendor will take the item being replaced as a trade-in, the trade must be fully described with model and serial number on the invoice with the trade-in value listed as an offset to the purchase price of the new item.
- B. Employees and their immediate family are prohibited from submitting a sealed bid on any surplus property with a value of \$500 or more due to provisions of the Conflict of Interest Act 2.1-639.9. They may, however, participate in bidding for any item that is auctioned by GovDeals website, as long as they are not on duty when placing the bid.

**DISPOSAL OF SURPLUS PROPERTY****Section 4. SMALL VALUED PROPERTY**

- A. Surplus property that has a value of less than \$500 should be disposed of by one (1) of the following methods:
1. Sealed bids from employees: an invitation to bid would be issued by the Executive Director that would state the terms and conditions of the sale, the location of the equipment, and the due date to receive bids.
    - a. Employees who are interested would be allowed to examine the surplus property during lunch or at break.
    - b. An employee must submit a sealed bid. Bids received will be date stamped, unopened, and secured until they are opened on the date established.
    - c. The Executive Director will publicly open the bids and witnessed by another Director of the Authority.
    - d. A list of the successful bidders will be posted and will show the name of the person receiving the bid and the amount of the bid. All bids received will be kept for three (3) years as required by the Record Retention Rules.
  2. Auction: Advertisement on GovDeals website for auction.
  3. Website Sale: the property may be sold on websites such as Craigslist or Facebook, provided that the price that is listed for the item is comparable to the fair market value, and that the Executive Director and Director of Finance approve of the posting before the sale is made.
  4. Negotiated sale: when property has not been sold after a sealed bid and it also hasn't been sold after being placed in a GovDeals auction, or a website sale it may be sold to any solicitor who has shown an interest in the property. Every effort should be made to collect as high a price as possible for the item being disposed of.
  5. Trade in: when purchasing a new item and the vendor will take the item being replaced as a trade-in, the trade must be fully described with model and serial number on the invoice with the trade-in value listed as an offset to the purchase price of the new item.
  6. Donation: these small valued properties may be donated to a non-profit organization under the following circumstances:
    - a. Donations can be made to Virginia organizations granted tax-exempt status. Preferences will be made to those charitable organizations located in Bedford County.
    - b. Bedford County, Fire Departments and Rescue Squads in Bedford County, and the Town of Bedford qualify to receive these donations.
- B. Items valued less than \$500 may be exempt from the Conflicts of Interest Act (2.1-639.9 (A) (6). To be eligible for exemption, the following must be documented:
1. That the surplus is valued at less than \$500.
  2. That the Authority has no further use for the item.
  3. That the surplus is not suitable for sale when the cost of the sale will exceed the potential revenue to be derived or the surplus material is not suitable for sale.

## DISPOSAL OF SURPLUS PROPERTY

### Section 5. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on June 19, 2018, effective July 1, 2018.
- B. This policy was modified as follows:
  - 1. Approved August 16, 2016, effective September 1, 2016:
    - a. Section 4.A was modified to allow for trade-ins and to allow for website sales, as well as clarification to the donated recipients.
  - 2. Approved June 16, 2020, effective June 17, 2020:
    - a. Section 4.A. was modified to allow for negotiated sales after an item has not been sold after a sealed bid, or after being advertised on GovDeals or another website sale.
    - b. Section 4.A. C was modified to reflect the additional position to witness the opening of bids.
  - 3. Approved October 18, 2022, effective October 19, 2022:
    - a. Section 4.A.3 was modified to update position title

## INVESTMENTS

### Section 1. PURPOSE

This policy is to document the investment strategy objectives of the Bedford Regional Water Authority (“Authority”) and define the allowable investments and restrictions that must be followed by the Authority.

### Section 2. POLICY

- A. In recognition of its fiduciary role in the management of all Authority funds entrusted to its care, it shall be the policy of the Board of Directors that all funds be invested with the care, skill, prudence, and diligence to ensure that sound investments are made to protect the Authority’s financial position and provide for ample returns on the investments.
- B. It is the responsibility of the Executive Director and the Director of Finance to manage the investment program of the Authority such that the Authority meets or exceeds all statutes and guidelines governing the deposit and investment of public funds in Virginia, including the Investment Code of Virginia and the guidelines established by the State Treasury Board and the Governmental Accounting Standards Board (GASB). In addition, the Authority will comply with all provisions relating to investments and deposits included in any Bond Indenture, Financing Agreement, or similar document. The investment officials should not engage in or profit from personal or business activities that are directly related to and could affect their decisions and responsibilities as investors of government funds.
- C. Investment officials acting within the scope of statutory authority and the terms of the investment policy are indemnified for their actions.
- D. The Director of Finance will prepare reports, at least monthly, for the Board of Directors to show the balance of all investment accounts.

### Section 3. OBJECTIVES

- A. The primary objectives of the investment strategy, listed in priority order, shall be as follows:
  - 1. **Safety** – safety of principal is the foremost objective of the investment program.
  - 2. **Liquidity** – the investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
  - 3. **Yield (Return on Investment)** – the investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

## INVESTMENTS

### Section 4. ALLOWABLE INVESTMENTS

- A. The following investment types are approved for use by the Executive Director and the Director of Finance in the investment of public funds, provided that the provisions of any Bond Indenture, Financing Agreement, or similar document are also satisfied:
1. U.S. Treasury Bills, Notes, Bonds, and other direct obligations of the United States Government.
  2. U.S. Government agencies and instrumentality obligations that have a liquid market with a readily determinable market value.
  3. Certificates of deposit or other deposits of financial institutions located within the Commonwealth and state-chartered banks under Commonwealth supervision provided such deposits are insured by the Federal Deposit Insurance Corporation (FDIC) and collateralized as provided by the Virginia Security for Public Deposits Act.
  4. U.S. dollar denominated Banker's acceptances issued by a domestic bank, provided, however, that such financial institutions and state chartered banks are rated by Moody's Investor Services as P-1 or better and by Standard & Poor's as A-1 or better.
  5. Taxable obligations of the Commonwealth of Virginia and of its local governments and public bodies, provided such obligations have a debt rating of at least "AA" or equivalent by Moody's and/or Standard & Poor's.
  6. Repurchase agreements executed through Federal Reserve Member banks or Primary Dealers in U.S. Government Securities and collateralized by Treasury or Agency obligations, the market value of which is at least 102% of the purchase price of the repo.
  7. The Commonwealth of Virginia Treasury Department's Local Government Investment Pool ("LGIP") and the Virginia State Non-Arbitrage Program.
  8. The Virginia Investment Pool, administered by VML/VACo Finance

### Section 5. DEPOSITS

All Authority deposits are required to be insured under the Federal Deposit Insurance Corporation (FDIC) and collateralized and structured under the Virginia Security for Public Deposits Act, Section 2.2-4400 et seq. of the Code of Virginia.

### Section 6. MATURITY RESTRICTIONS

- A. It is recognized that, prior to maturity date, the market value of securities in the Authority's portfolio may fluctuate due to changes in market conditions. In accordance with the Authority's primary investment objectives of liquidity and preservation of principal, every effort should be made to manage investment maturities to precede or coincide with the expected need for funds.
- B. Accordingly, the requirements established by the Code of Virginia and State Treasury Board guidelines are further restricted as follows:
1. Funds shall be invested at all times in keeping with the seasonal pattern of the Director of Finance's cash balances, as well as any other special factors or needs, in order to assure the availability of funds on a timely and liquid basis. Cash flow projections will be monitored



## INVESTMENTS

- and updated on an ongoing basis by the Director of Finance and communicated at least once a month and on an as needed basis to the Board of Directors.
2. The portfolio must be invested in securities maturing within five (5) years. If an investment may be redeemed by the Authority, or by a Trustee on behalf of the Authority, for its intended purpose without penalty within five (5) years, such investment shall be deemed in compliance with this maturity restriction.
  3. Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of funds.

### Section 7. PROHIBITED SECURITIES

Any security not specifically authorized in this Investments policy is expressly prohibited.

### Section 8. ADDITIONAL REQUIREMENTS

- A. All securities purchased for the Authority shall be held by the Authority's Director of Finance or by a custodian. If held by a custodian, the securities must be in the Authority's name or in the custodian's nominee name and identifiable on the custodian's books as belonging to the Authority. Further, if held by a custodian, the custodian must be a third party, not a counterparty (buyer, issuer or seller) to the transaction. This requirement does not apply to excess checking account funds invested overnight in a bank "sweep" repurchase agreement or similar vehicle authorized under this policy.
- B. It is the Authority's policy to require dual signatures for any cash transfers. The individuals authorized to transfer funds or otherwise conduct investment transactions shall be the Executive Director and the Director of Finance. Any change in these positions shall be explicitly approved by the Board of Directors of the Authority.
- C. The Board of Directors must approve any modifications to this Investment policy.

### Section 9. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified as follows:
  1. Approved June 16, 2020, effective June 17, 2020
    - a. Section 4.A.8. was added as an additional investment option
    - b. This policy was updated throughout to reflect position title changes.



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DEBT MANAGEMENT

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**Section 1. PURPOSE**

The purpose of this policy is to establish the parameters governing the issuance, management, continuing evaluation of, and reporting on all debt obligations issued by the Bedford Regional Water Authority (“Authority”). Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. An effective Debt Management Policy provides guidelines for a government to manage its debt program with those available resources.

**Section 2. POLICY**

- A. In accordance with the other terms of this policy, the Authority may issue debt for the purpose of financing the costs of planning, design, land acquisition, or the construction of water facilities, sewer facilities, buildings, structures and attached fixtures, and infrastructure.
- B. Whenever feasible, debt issuances will be pooled together to minimize issuance costs.
- C. The Executive Director and Director of Finance are responsible for post issuance compliance. See Post Issuance Compliance Policy for details.

**Section 3. TYPES OF DEBT**

- A. Revenue Bonds:
  - 1. The Authority may issue Revenue Bonds to finance its enterprise activities or for capital projects which generate a revenue stream.
  - 2. The bonds will include written covenants which will require that the revenue sources are sufficient to fund the debt service requirements, including ratios as specified in Section 4.E.
  - 3. Costs of issuance, debt service reserve funds, and capitalized interest may be included in the capital project costs and thus fully eligible for reimbursement from bond proceeds as permitted by applicable law.
- B. Capital Acquisition Notes and Leases:
  - 1. The Authority may issue short-term notes or capital leases to purchase buildings, machinery, and fixtures.

**Section 4. DEBT LIMITS**

- A. Debt financing will be used for major, non-recurring items with an economic life of greater than 5 years.
- B. The maximum maturity of any debt will not exceed the expected weighted average useful life of the project for which the debt is issued.
- C. The Authority will not fund current operations from proceeds of borrowed funds.

## DEBT MANAGEMENT

- D. The Authority will reserve the use of long-term borrowing and leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.
- E. For Revenue Bonds, the Authority will fix and collect rates, fees, and other charges for the use of and for services furnished or to be furnished by its System, and will from time to time revise such rates, fees, and other charges so that in each fiscal year Net Revenues Available for Debt Service will equal at least 115% of the amount required in the fiscal year to pay the principal and interest on the bond and all other indebtedness of the Authority payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles.

### Section 5. DEBT STRUCTURING

- A. Bond maturities shall not exceed the useful life of assets purchased with the proceeds.
- B. Debt service reserve funds and other funds as required by bond covenants shall be established and monitored annually to ensure continued compliance with bond covenants, Authority policies, and Federal and State Regulations.
- C. Investment of bond proceeds shall be in compliance with the Authority's Investment Policy of the Operating Procedures and Policy Manual and meet the requirements of the bond proceeds covenants.
- D. All debt issuances subject to arbitrage shall be monitored by the Financial Manager and arbitrage liability calculations shall be performed in a timely manner.

### Section 6. DEBT ISSUANCE PROCESS

- A. The Authority will generally use the competitive sale method unless there are compelling reasons where a negotiated sale or private placement would have a more favorable result due to prevailing conditions in the market, a financing structure which requires special pre-marketing efforts, or factors are present that are expected to result in an insufficient number of bids.
- B. The Authority may issue advance or current refunding or refinancing of bonds in accordance with federal tax law.
  - 1. Refunding is a process whereby an issuer refinances an outstanding bond issue by issuing new bonds. The advantages to refunding are to reduce an issuer's interest costs or to remove a burdensome or restrictive covenant imposed by the terms of the bonds being refinanced.
  - 2. Generally, the issuance of refunding bonds shall occur if the present value of debt service savings exceeds two (2) percent of the debt service amount of the refunded bonds and/or the net present value of future savings warrants such refunding.

## DEBT MANAGEMENT

### Section 7. DISCLOSURE REQUIREMENTS

- A. The Authority will maintain good communications with agencies to inform them of the Authority's financial position by providing them with the Authority's Comprehensive Annual Financial Report (CAFR) and the annual adopted budget.
- B. The Authority will disclose the preceding ten (10) fiscal year's Schedule of Debt Coverage in the CAFR.

### Section 8. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified with the following amendments:
  - 1. Approved June 16, 2020, effective June 17, 2020
    - a. Section 2.C was updated to reflect title changes.

**POST ISSUANCE COMPLIANCE POLICY****Section 1. PURPOSE**

The purpose of this policy is to ensure that the Bedford Regional Water Authority (“Authority”) complies with applicable requirements of federal tax law necessary to preserve the tax-exempt status of interest on tax-exempt obligations issued for the benefit of the Authority. This Policy is designed to set forth compliance procedures so that the Authority utilizes the proceeds of all issues of tax-exempt bonds in accordance with applicable federal tax requirements, and complies with all other applicable federal requirements with respect to bond issues.

**Section 2. GENERAL PROCEDURES**

- A. The Authority shall be responsible for monitoring post-issuance compliance issues.
- B. The Authority shall review post issuance compliance procedures and systems on a periodic basis; at least annually.
- C. Overall administration and coordination of this policy is the responsibility of the Director of Finance. Such person shall be responsible for identifying any violations of federal tax requirements relating to the bonds and shall consult with bond counsel as to the best method for the timely correction of any identified violations.

**Section 3. ISSUANCE OF OBLIGATIONS**

- A. The Authority will retain a firm of nationally recognized bond counsel (“Bond Counsel”) to deliver a legal opinion upon issuance of bonds. The Authority will consult with Bond Counsel and other legal counsel and advisors, as needed, following issuance of bonds to ensure that applicable post issuance requirements are in fact met, so that interest on all bond issues will be excluded from gross income for federal tax purposes so long as any bonds remain outstanding.
- B. The Authority shall obtain all closing documents; an electronic copy shall be stored on the accounting drive of the Authority’s server. All original paper documents shall be stored in the locked fireproof safe located at the Authority’s Administrative offices. .
- C. The Authority shall insure that bond counsel has filed the applicable information (i.e. Form 8038-G) for such issue with the Internal Revenue Service on a timely basis.

**Section 4.** The Authority shall coordinate receipt and retention of relevant records with respect to the investment and expenditure of the proceeds of such Obligation with Authority staff,

**Section 5. TIMELY EXPENDITURE OF PROCEEDS**

At the time of issuance of any bonds (or any portion thereof) issued to fund original expenditures, the Authority must reasonably expect to spend at least 85% of all proceeds expected to be used to finance such expenditures (which proceeds would exclude proceeds in a reasonably required reserve fund) within three (3) years of issuance. In addition, for such bonds, the Authority must have incurred or

## POST ISSUANCE COMPLIANCE POLICY

expect to incur within six months after issuance original expenditure of not less than 5% of such amount of proceeds, and must expect to complete the bond financed project and allocate bond proceeds to costs with due diligence. Satisfaction of these requirements allows project related bond proceeds to be invested at an unrestricted yield for three years. Bonds issued to refinance outstanding obligations are subject to separate expenditure requirements, which shall be outlined in the Tax Compliance Agreement relating to such bonds. The Authority's Financial Manager will monitor the appropriate capital projects accounts (and, to the extent applicable, working capital expenditures and/or refunding escrow accounts) and ensure that the bond proceeds are spent within the time period(s) required under federal tax law.

### Section 6. USE OF BOND FINANCED ASSETS

- A. The Authority must constitute a tax-exempt political subdivision of the Commonwealth of Virginia at all times while a bond issue is outstanding. For the life of the bond issue, the project must be owned and operated by a political subdivision of the Commonwealth of Virginia, and must be used in furtherance of the Authority's tax-exempt purposes. No more than 5% of the bond proceeds, or assets financed or refinanced with bond proceeds, can be used in the trade or business of a private entity.
- B. Any management, operation or service contracts whereby a non-exempt entity is using assets financed or refinanced with bond proceeds must relate to portions of the project that fit within the above mentioned 5% allowable private use or the contracts must meet the IRS safe harbor for management contracts. Any replacements of or changes to such contracts should be reviewed by bond counsel. The Authority shall contact bond counsel if there may be a lease, sale, disposition or other change in use of assets financed or refinanced with bond proceeds.

### Section 7. INVESTMENT OF BOND PROCEEDS

- A. The Authority shall coordinate the investment of bond proceeds with a third party, as necessary. The use of the State Non-Arbitrage Program ("SNAP") is preferred to provide investment management, accounting and arbitrage calculation services for proceeds received from tax exempt financings.
- B. The Authority's Director of Finance will monitor the investment of bond proceeds to ensure compliance with yield restriction rules.
- C. Investment earnings on bond proceeds should be tracked and monitored to comply with applicable yield restrictions and/or rebate requirements. The Authority is responsible for calculating (or causing the calculation of) rebate liability for each bond issue, and for making any required rebate payments. Any funds of the Authority set aside or otherwise pledged or earmarked to pay debt service on bonds should be analyzed to assure compliance with the tax law rules on arbitrage, invested sinking funds and pledged funds (including gifts or donations linked to the bond financed asset(s)).
- D. The Authority will retain an arbitrage rebate consultant to perform rebate calculations that may be required to be made from time to time with respect to any bond issue. The Authority is responsible for providing the arbitrage rebate consultant with requested documents and

## POST ISSUANCE COMPLIANCE POLICY

information on a prompt basis, reviewing applicable rebate reports and other calculations and generally interacting with the arbitrage rebate consultant to ensure the timely preparation of rebate reports and payment of any rebate.

- E. Copies of all arbitrage rebate reports, related return filings with the IRS, copies of cancelled checks with respect to any rebate payments, and information statements must be retained as described below

### Section 8. RECORD RETENTION

- A. The Authority shall allocate (spend) bond proceeds to expenditures for assets, and shall trace and keep track of the use of bond proceeds and property financed or refinanced therewith.
- B. Copies of all relevant documents and records sufficient to support that the tax requirements relating to a bond issue have been satisfied will be maintained by the Authority for the term of a bond issue plus six years, including the following documents and records:
  - a. Bond closing transcript
  - b. All records of investments, arbitrage reports, returns filed with the IRS and underlying documents
  - c. Construction contracts, purchase orders, invoices and payment records
  - d. Documents relating to costs reimbursed with bond proceeds
  - e. All contracts and arrangements involving private use of the bond financed property
  - f. All reports relating to the allocation of bond proceeds and private use of bond financed property
  - g. Itemization of property financed with bond proceeds

### Section 9. CONTINUING DISCLOSURE REQUIREMENTS

- C. The Authority shall coordinate and monitor continuing disclosure requirements with all outstanding bond issues.
- D. The Director of Finance shall send the Comprehensive Annual Financial Report (CAFR) and annual budget document to all national and/or state agencies, as required.
- E. The Authority will conduct periodic reviews of compliance with these procedures to determine whether any violations have occurred so such violations can be remedied through the “remedial action” regulations (Treas. Reg. Section 1.141-12) or the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance). If any changes to the terms or provisions of a bond issue are contemplated, the Authority will consult bond counsel.
- F. The Authority will maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of a bond issue, including the uses and the users (including terms of use and type of use) thereof. Such records may be kept in any combination of paper or electronic form. In the event the use of bond proceeds or the assets financed or refinanced with bond proceeds is different from the covenants, representations or factual statements in the Tax Compliance Agreement, the Authority will promptly contact and consult with Bond Counsel to

### POST ISSUANCE COMPLIANCE POLICY

ensure that there is no adverse effect on the tax exempt status of the Bond issue and, where appropriate, will remedy any violations through the “remedial action” regulations (Treas. Reg. Section 1.141-12), the Voluntary Closing Agreement Program (VCAP) described in IRS Notice 2008-31 (or successor guidance), or as otherwise prescribed by bond counsel.

### Section 10. REVISIONS

- A. This policy was approved and adopted by the Authority’s Board of Directors on March 26, 2013, effective July 1, 2013.
- B. This policy was modified with the following amendments:
  - 1. Approved April 21, 2015, effective April 22, 2015
    - a. Modified policy with current requirements.
  - 2. Approved June 16, 2020, effective June 17, 2020
    - b. This policy was revised to update titles and formatting throughout.



## RESERVE ACCOUNTS

### Section 1. PURPOSE

This policy is to provide the Bedford Regional Water Authority (“Authority”) with guidance related to the reserve accounts where funds are allocated on a regular basis (“setaside”) to prepare for routine large expenditures that often carry over across fiscal years.

### Section 2. GENERAL

- A. The Authority has implemented “best management practices” for the control of its financial accounts; this includes that reserves be accumulated to provide for contingencies and planned/unplanned major expenses.
- B. The reserves, when combined with unrestricted cash and investments, are to maintain a Days Cash on Hand (“DCH”) floor of 180 days. Water and sewer rates will be set accordingly to replenish these reserves if cash/investment levels drop below the DCH floor.
- C. Each year the Board of Directors (“Board”) will adopt a budget that includes a total amount of setasides to be directed to the reserve accounts for the upcoming fiscal year; the Executive Director will inform the Director of Finance of the amount to be added each month to each of the reserve accounts, in an amount to not exceed the total approved by the Board for the year.
- D. None of the reserve accounts can be drawn down to a negative balance. The Board needs to approve of any requests to draw the accounts below the minimum balance stated herein.
- E. The Executive Director may authorize the redistribution of funds as needed between the various reserve accounts, as long as the minimum balances are maintained and sufficient funds remain in each account to perform the intended purpose of the account.
- F. The ‘Account Manager’, as shown herein, shall routinely monitor the balance of the accounts, and ensure that sufficient funds are in the account to fund the repair and/or replacement of the assets that are funded by the setaside account. The Account Manager shall review the accounts with their managing Director at least annually to prepare for future purchases and expenditures.

### Section 3. ACCOUNTS

- A. Below are a list of the reserve accounts maintained by, and entirely controlled by, the Authority; also shown is the minimum balance that should be maintained in each account at all times unless otherwise approved by the Board.
  - 1. **Capital Reserve Account 1001-0020**
    - a. Purpose: The Board has required that the Authority maintain a capital reserve account to be prepared in the event of a major unplanned expense, such as a catastrophic failure of one or more critical asset(s).
    - b. Use: This reserve account does not have routine setasides placed in the account. The interest earnings from all of the reserve accounts is placed in this account.
    - c. Minimum Balance: \$500,000



## RESERVE ACCOUNTS

- d. Account Manager: Director of Finance
- 2. **Economic Development Account 1001-0023**
  - a. Purpose: To support the County and the Town of Bedford with Economic Development projects. This can include partnering with the County and/or Town to share the cost of providing water and/or sewer service for the purpose of attracting and retaining businesses in the County and/or Town.
  - b. Use: The Board must approve of the use of the funds from this account; approval shall be considered by the Board on a case-by-case basis. The primary source of the funding for this account is from the Authority's portion of the co-location leases from cellular and broadband providers on the water storage tanks.
  - c. Minimum Balance: \$200,000
  - d. Account Manager: Executive Director
- 3. **Vehicles and Equipment Account 1001-0025**
  - a. Purpose: The fleet of vehicle and heavy equipment need to be replaced on a regular basis in order to properly maintain the fleet with reliable vehicles and heavy equipment.
    - i. Vehicles: All trucks, cars, vans, and trailers that require registration through the Virginia Department of Motor Vehicles ("DMV").
    - ii. Heavy Equipment: Excavators, backhoes, skid steer loaders, farm tractors, forklifts, trenchers, riding mowers, and other equipment with hour meters that are not registered with the DMV and have a replacement cost of greater than \$5,000.
    - iii. Small equipment: chainsaws, locating equipment, trash pumps, and other equipment that is not registered with the DMV and have a replacement cost of between \$500 and \$4,999.
  - b. Use: This reserve account shall have sufficient funds added on a regular monthly basis to ensure that the entire fleet can be routinely replaced prior to the end of each piece's useful life. The life of heavy equipment varies widely depending on the type of equipment and the use of the heavy equipment; as such, there are no standard guidelines for their replacement but rather they will follow an industry standard for when to replace the equipment. As a guideline, most vehicles will be targeted for replacement at the least of the following:
    - i. Gasoline Vehicles: 150,000 miles
    - ii. Diesel Vehicles: 200,000 miles
    - iii. 15 years
    - iv. When the monthly cost of maintaining a vehicle routinely exceeds the amortized cost of replacing the vehicle.
  - c. Minimum Balance: \$100,000
  - d. Account Manager: Maintenance Manager
- 4. **IT/OT Replacement Account 1001-0030**
  - a. Purpose: This account is for the replacement of Information Technology ("IT") equipment and Operational Technology ("OT") equipment. IT equipment includes servers, phones, network equipment, printers, scanners, and end-user devices; IT equipment is primarily for the Authority's general business processes. OT equipment includes those devices that monitor and control the Authority's industrial operations and processes. OT equipment includes items such as programmable logic controllers

## RESERVE ACCOUNTS

(“PLC’s”), Supervisory Control and Data Acquisition (“SCADA”) cabinets, control panels, and human-machine interfaces (“HMI’s”).

- b. Use: This reserve account shall have sufficient funds added on a regular monthly basis to ensure that IT and OT equipment can be routinely replaced prior to the end of each piece of equipment’s useful life. The life of the equipment varies widely depending on the type of equipment and the use of the equipment; as such, there is no standard guidelines for their replacement but rather they will follow an industry standard for when to replace the equipment.
- c. Minimum Balance: \$100,000
- d. Account Manager: Information Systems Manager
- 5. **Meter Replacement Account 1001-0035**
  - a. Purpose: The water meters utilized by the Authority need to be routinely replaced in order to maintain accurate readings for billing the Authority’s customers.
  - b. Use: This reserve account shall have sufficient funds added on a regular monthly basis to ensure that meters can be replaced on a maximum of a 12 (twelve) year schedule.
  - c. Minimum Balance: \$50,000
  - d. Account Manager: Customer Service Manager
- 6. **Sewer Line Replacement Account 1001-0040**
  - a. Purpose: This account is used for replacing existing sewer lines and that have failed or are near failure.
  - b. Use: These funds may be used by the Authority’s Capital Improvement Project (“CIP”) Crew to purchase materials to replace sewer lines, or they may be used to hire a contractor to perform the labor and supply the materials. These funds can also be used for engineering design and surveying costs directly related to the replacement of specified segments of the sewer lines. Enough funding shall be provided into this account to allow for a full year of sewer line replacement work.
  - c. Minimum Balance: \$200,000
  - d. Account Manager: Engineering Manager
- 7. **Waterline Replacement Account 1001-0045**
  - a. Purpose: This account is used for replacing existing waterlines and that have failed or are near failure.
  - b. Use: These funds may be used by the Authority’s Capital Improvement Project (“CIP”) Crew to purchase materials to replace waterlines, or the funds may be used to hire a contractor to perform the labor and supply the materials. These funds can also be used for engineering design and surveying costs directly related to the replacement of specified segments of the waterlines. Enough funding shall be provided into this account to allow for a full year of waterline replacement work.
  - c. Minimum Balance: \$200,000
  - d. Account Manager: Engineering Manager
- 8. **Tank Rehabilitation Account 1001-0050**
  - a. Purpose: The funds in this account are to be used to rehabilitate and repair water storage tanks.
  - b. Use: Due to the high cost of applying paint coatings to water tanks, and the routine need to perform this work, this account will accrue a balance over multiple years before the

## RESERVE ACCOUNTS

funds are used for a single tank rehabilitation. These funds can also be used for engineering design directly related to the rehabilitation of a specified tank. Enough funding should be provided into this account to perform one tank painting every 5 years.

- c. Minimum Balance: \$300,000
- d. Account Manager: Water Operations Manager

**9. Water Facilities Account 1001-0060**

- a. Purpose: This account is used for routine replacements and repairs to existing water plants and pump stations.
- b. Use: These funds may be used by the Water Operations department for repairs and replacements of items critical to plant or pump station operation and are less dependent upon available capital funding.
- c. Minimum Balance: \$100,000
- d. Account Manager: Water Operations Manager

**10. Sewer Facilities Account 1001-0065**

- a. Purpose: This account is used for routine replacements and repairs to existing wastewater plants and pump stations.
- b. Use: These funds may be used by the Wastewater Operations department for repairs and replacements of items critical to plant or pump station operation and are less dependent upon available capital funding.
- c. Minimum Balance: \$100,000
- d. Account Manager: Wastewater Operations Manager

**11. Escrow Account 1001-1100**

- a. Purpose: Occasionally a developer or customer is required to provide surety to the Authority to ensure that a project is completed properly or to minimize risks to the Authority when standards are not met; this account is funded from surety payments to the Authority.
  - b. Use: When the risk to the Authority has been substantially reduced, the funds from this account may be returned or credited to the original issuers of the funds.
  - c. There is no minimum balance for this account.
  - d. Account Manager: Director of Finance
- B. The Authority maintains a Cell Tower Revenue account which is funded through a portion of the rents that are collected from co-location leases on the elevated water towers. The percentage of the rents that are placed in this reserve account is based on two agreements with the County of Bedford. There is no minimum balance required in this reserve account.
- 1. New London Tank: The Economic Development Authority (“EDA”) owned the land that was dedicated to the Authority to construct the New London water storage tank; as such, 40% (forty percent) of the monthly revenue generated from the co-location lease(s) is placed in this reserve account. The EDA is required to authorize funds being used from this account in order to assist in funding water and sewer related expenses.
  - 2. Smith Mountain Lake Tank: The County of Bedford (“County”) owned the land that was dedicated to the Authority to construct the Smith Mountain Lake water storage tank; as such, 40% (forty percent) of the monthly revenue generated from the co-location lease(s) is placed in this reserve account. The County of Bedford is required to authorize funds being used from this account in order to assist in funding water and sewer related expenses.

## RESERVE ACCOUNTS

### Section 1. REVISIONS

- A. This policy was approved and adopted by the Authority's Board of Directors on March 15, 2022, effective March 16, 2022.
- B. Approved May 21, 2024, effective May 22, 2024:
  - 1. Revisions were made to include the addition of Water Facilities and Sewer Facilities Funds in Section 3.
  - 2. Section 3.A.3.iii. was added to include small equipment purchases.

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**ALTERNATIVE DELIVERY****Section 1. PURPOSE**

In accordance with the provisions of § 2.2-4308 of the Code of Virginia, 1950, as amended (the “Code”), the Bedford Regional Water Authority (“Authority”) has determined to adopt the procedures contained herein for the procurement of contracts including Design-Build, Construction Management, or Progressive Design-Build as defined in § 2.2-4301 of the Code (“Alternative Delivery”). The Authority may contract to secure Alternative Delivery projects on a fixed price or not-to-exceed price design-build or construction management basis in accordance with these procedures.

**Section 2. INTRODUCTION:**

- A. Alternative Delivery contracts are intended to minimize the project risk for the Authority and to reduce the delivery schedule by overlapping the design phase and construction phase of a project.
- B. Fixed price Design-Build (“DB”), Progressive Design-Build (“PDB”), and Construction Management at-risk (“CMAR”) are all alternative or innovative forms of project delivery. The primary differences between DB projects, PDB projects, and CMAR projects are:
  - 1. the involvement of construction personnel early in the project design phase;
  - 2. the single point accountability for both design and construction;
  - 3. the selection of the alternative delivery contractor (“Design-Builder”) on overall best value, including the qualifications of the design and construction firms and the key personnel assigned to the project, where realization of best value involves balancing capital cost, life-cycle cost, risk, schedule, sustainability, quality, ease of commissioning and the qualifications of service providers;
  - 4. the procurement and construction of major equipment before the design is completed.
- C. CMAR: The Authority contracts separately with an engineering firm and a construction contractor, where the contractor works with the engineer during the design of the project.
- D. DB: The Design-Builder agrees at the beginning of the project to both design and construct the project for a fixed price with the service provider’s price based on the owner’s description.
- E. PDB: The Authority selects the Design-Builder based on qualifications, works with the Design-Builder to produce a preliminary design, and then requires the Design-Builder to submit a firm price for completing the design and the construction; upon receiving the firm price, the Authority will have an opportunity to terminate the project. The basic components of Progressive Design-Build procurement are as follows:
  - 1. Initial Conceptual Stage (Phase 1)

## ALTERNATIVE DELIVERY

- a. Two Step Selection Process:
- b. Best Value Selection
- c. Execution of Interim Agreement
2. Detailed Stage (Phase 2)
  - a. Preparation of Bridging Documents
  - b. Development of Construction Cost Limitation (CCL)
  - c. Development of Guaranteed Maximum Price (GMP): this will typically be submitted to the Authority between 30% and 90% of completion of design process
  - d. Exit Ramp ("Off Ramp"): Authority may decide to not proceed with the successful Responder.
  - e. Execution of Comprehensive Agreement

**Section 3. APPROVAL TO USE ALTERNATIVE DELIVERY.**

- A. Prior to soliciting for qualifications or requesting proposals from the Design-Builder or contractors, the Authority staff shall request and receive authority and approval in writing from the Executive Director of the Authority ("Executive Director"), to use Alternative Delivery.
  1. The request shall justify and substantiate that Alternative Delivery is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the Authority will benefit from using Alternative Delivery.
  2. The request shall also include a written justification explaining that sealed bidding is not practicable and/or fiscally advantageous.
- B. The justification for the use of Alternative Delivery shall be stated in the Request for Qualifications.
- C. The Executive Director is the approving authority for requests to use Alternative Delivery procedures, and the Executive Director may grant approval of or exceptions to this procedure.

**Section 4. SELECTION PROCEDURES**

- A. Committee: The Authority shall appoint a Selection and/or Evaluation Committee ("Committee"), which shall consist of at least three members from the Authority, including a licensed design professional if possible. In addition, the Authority may choose to have in its employ or under contract an architect or engineer licensed in the Commonwealth of Virginia, with professional competence appropriate to the project who shall advise the Authority regarding the use of Alternative Delivery for the project and



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**ALTERNATIVE DELIVERY**

who may assist the Authority with the preparation of the Request for Qualifications (“RFQ”), Request for Proposals (“RFP”), and/or the evaluation of the Statement of Qualifications (“SOQ”) and proposals that are submitted.

- B. Two Step Process: procurement of the contract shall be a two-step competitive negotiation process as established in Va. Code §2.2-4301; this includes:
1. RFQ:
    - a. The RFQ shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The RFQ shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria.
    - b. The RFQ shall allow the responders to request, by proper notation, that certain information voluntarily submitted by the contractor shall be considered a trade secret or proprietary information subject to the provisions of subsection D of § 2.2-4342 of the Code.
    - c. Qualification Based Selection through the evaluation of submitted SOQ as requested in the RFQ; this process should narrow the number of responders being considered (“shortlisting”) to proceed to the next step. The SOQ may be required to contain:
      - i. Transmittal Letter
      - ii. Executive Summary
      - iii. Profile of Responder (General info about Responder’s capabilities)
      - iv. Project Team (details on personnel’s capabilities)
      - v. Experience (information on relevant related projects)
  2. RFP: Project Based Selection through the evaluation of submitted Proposals.
    - a. The Authority shall send a RFP to the Responders that are on the short list for the project, as was determined through the RFQ step, requesting to receive formal proposals from them.
    - b. The Proposals may be required to contain:
      - i. Transmittal Letter
      - ii. Executive Summary
      - iii. Project Approach
      - iv. Draft of Interim Contract
      - v. Updated / Expanded SOQ
      - vi. Fee and Rate (“Cost”) Proposal
    - c. Proposals shall be submitted as instructed in the RFP. Sealed Technical proposals shall be submitted separately from the sealed Cost Proposals where applicable; the Authority shall secure and keep sealed the Cost Proposals until the Technical Proposals have been evaluated.
    - d. The Committee shall evaluate the Technical Proposals based on the criteria contained in the RFP. If technical rankings are to be considered as a criterion for

## ALTERNATIVE DELIVERY

award, the Committee shall also rank the technical proposals. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror after approval by the Executive Director. Otherwise, the Authority shall open the cost proposals and apply the criteria for award as specified in the RFP and approved by the Executive Director.

- e. The Committee shall make its recommendation for the selection of a Design-Builder to the Authority based on the Committee's evaluations of the technical and cost proposals.
  - f. The contract shall be awarded to the offeror who is fully qualified and has been determined to provide the best value in response to the Request for Proposal.
  - g. The Authority shall notify all offerors that have submitted proposals of which offeror was selected for the project. In the alternative, the Authority may notify all offerors that submitted proposals of the Authority's intent to award the contract to a particular offeror at any time after the Authority has selected the Design-Builder. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
  - h. Upon request, documentation of the process used to determine the final selection of Design-Builder shall be made available to unsuccessful proposers.
- C. Contract Award: The basis of the award of the contract shall be in accordance with §2.2-4301(3)(b) of the Code, and the criteria for the award shall be submitted to the Executive Director, in advance, for approval. The criteria should be stated in the RFQ and RFP and may include, but are not limited to, any or all of the following:
- 1. Qualifications and Experience:
    - a. General reputation
    - b. Experience with similar projects
    - c. Demonstration of ability to perform work
    - d. Leadership structure
    - e. Project Managers' experience
    - f. Management approach
    - g. Financial capacity
    - h. Project ownership
  - 2. Understanding of Project Characteristics:
    - a. Project definition
    - b. Proposed project schedule
    - c. Technology; technical feasibility
    - d. Conformity to laws, regulations, and standards
    - e. Environmental impacts
    - f. Condemnation impacts



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**ALTERNATIVE DELIVERY**

- g. State and local permits
  - h. Operation requirements for the project
  - i. Maintenance requirements for the project
- 3. Project Financing - Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project and to fund the operation of the project after the construction include:
  - a. Financial benefit to the Authority
  - b. Financing and the impact on the debt or debt burden of the Authority
  - c. Financial plan
  - d. The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable
  - e. Life-cycle cost analysis
- 4. Cost elements shall be included as a component of the selection process; these elements may include, but are not limited to, any or all of the following:
  - a. Design Fees
  - b. Preconstruction Fees
  - c. Design-Builder Fee
  - d. Construction Costs
  - e. General Conditions Fees
  - f. Subcontractor Markup
  - g. Labor Rate with Markup
    - i. Raw Hourly
    - ii. Lump Sum
  - h. Total Project Costs
  - i. Guaranteed Maximum Price ("GMP")
- 5. Project Benefit and Compatibility - Factors to be considered in determining the proposed projects compatibility with the appropriate local or regional comprehensive or development plans include:
  - a. Community benefits;
  - b. Community support or opposition, or both;
  - c. Public involvement strategy;
  - d. Compatibility with existing and planned facilities; and
  - e. Compatibility with local, regional, and states economic development efforts.
- 6. Other Factors:
  - a. Eligibility of the facility for accelerated selection, review, and documentation of capability to comply with schedules
  - b. Understanding of local citizen and government concerns
  - c. Demonstrating the benefits to the public
  - d. Plans to employ local contractors and residents or to self-perform
  - e. Other criteria that the Authority deems appropriate.

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**ALTERNATIVE DELIVERY****Section 5. AGREEMENTS**

- A. Prior to constructing the project, the selected Design-Builder contractor shall enter into a Comprehensive Agreement with the Authority. Prior to entering a Comprehensive Agreement an Interim Agreement may be entered into that permits the Design-Builder contractor to perform compensable activities related to the project. The Authority may choose to utilize the Committee for negotiating any Interim or Comprehensive Agreement. Any Interim or Comprehensive Agreement shall define the rights and obligations of the Authority and the selected proposer with regard to the project.
1. Interim Agreement Terms: The scope of an Interim Agreement may include, but not limited to:
    - a. Project planning and Development
    - b. Design and engineering
    - c. Environmental analysis and mitigation
    - d. Survey
    - e. Property and easement acquisition
    - f. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis
    - g. Establish a process and timing of the negotiation of the Comprehensive Agreement
    - h. Any other provisions related to any aspect of the Development or Operation of a Qualifying Project that the parties may deem appropriate prior to the execution of a Comprehensive Agreement
    - i. The establishment of an Off-Ramp, whereby the Authority would take ownership of the deliverables prepared under the Interim Agreement prior to the execution of the Comprehensive Agreement
  2. Comprehensive Agreement Terms: The scope of the Comprehensive Agreement shall include, but not be limited to:
    - a. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the project
    - b. The review of plans and specifications for the project by the Authority
    - c. The rights of the Authority to inspect the project to ensure compliance with the Comprehensive Agreement
    - d. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the project
    - e. The monitoring of the practices of the Design-Builder by the Authority to ensure proper maintenance of the project

**ALTERNATIVE DELIVERY**

- f. The terms under which the Design-Builder will reimburse the Authority for services provided by the Authority
  - g. The definition of any financial allowances on the project, and how these allowances are used and funds distributed
  - h. The policy and procedures that will govern the rights and responsibilities of the Authority and the Design-Builder in the event that the Comprehensive Agreement is terminated or there is a Material Default by the Design-Builder including the conditions governing assumption of the duties and responsibilities of the Design-Builder by the Authority and the transfer or purchase of property or other interests of the Design-Builder by the Authority;
  - i. The terms under which the Design-Builder will file appropriate financial statements on a periodic basis;
  - j. The terms and conditions under which the Authority may contribute resources, if any, for the project;
  - k. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action
  - l. The terms and conditions under which the Authority will be required to make payment to the Design-Builder and the amount of any such payments for the project
- B. Any changes in the terms of the Interim or Comprehensive Agreement as may be agreed upon by the parties from time to time shall be added to the interim or Comprehensive Agreement by written amendment.
- C. Notice and Posting requirements:
1. Once the negotiation phase for the Development of an Interim or a Comprehensive Agreement is complete and a decision to award has been made by the Authority, the Authority shall post the proposed agreement(s) on the Authority's website.
  2. At least one hard copy of the proposals and agreements shall be made available for public inspection. Trade secrets, financial records or other records of the Design-Builder excluded from disclosure under the provisions of the Code shall not be required to be posted, except as otherwise agreed to by the Authority and the Design-Builder.
  3. Any such studies and analyses considered by the Authority in its review of a proposal shall be posted prior to the execution of the Comprehensive Agreement.

**Section 6. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on July 23, 2013

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

**Section 1. PURPOSE**

- A. The Bedford Regional Water Authority (“Authority”) has determined to adopt these guidelines under the authority of the Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”), Va. Code § 56-575.1 through § 56-575.18, as amended, which grants responsible public entities the authority to create public-private partnerships for the Development of a wide range of projects for public use if the public entity determines there is a need for the project and that private involvement may provide the project to the public in a timely or cost-effective fashion.

**Section 2. INTRODUCTION**

- A. The PPEA defines “Responsible Public Entity” to include any Public Entity that “has the power to Develop or Operate the applicable Qualifying Project,” and the Authority is a Responsible Public Entity under the PPEA. Individually negotiated Interim and Comprehensive Agreements will define the respective rights and obligations of the Authority and the private operator or developer entity.
- B. In order for a project to come under the PPEA, it must meet the definition of a “Qualifying Project.” The PPEA contains a broad definition of Qualifying Projects that includes water and sewer utility and technology infrastructure and any building or facility that meets a public purpose and is Developed or Operated by or for any Public Entity, including the Authority.
- C. The PPEA establishes requirements that the Authority must adhere to when reviewing and approving proposals received pursuant to the PPEA. In addition, the PPEA specifies the criteria that must be used to select a proposal and the contents of the interim or Comprehensive Agreement detailing the relationship between the Authority and the Private Entity.
- D. Capitalized terms used in these Guidelines shall have the meanings given in § 56-575.1 of the PPEA as well as in the “Terms and Definitions” section in this Policy.
- E. The Authority has designated the Executive Director to serve as the primary point of contact for receiving proposals submitted under the PPEA and to ensure a responds to inquiries regarding the PPEA or the guidelines.

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

**Section 3. GENERAL PROVISIONS****A. Proposal Submission:**

1. A proposal may be either solicited by the Authority or delivered by a Private Entity on an unsolicited basis. Any proposer will be required to follow a two (2) part proposal submission process consisting of a Conceptual Stage and a Detailed Stage as detailed in this policy.
2. The PPEA is a flexible development tool that allows private entities to include innovative financing methods and techniques in their proposal; this can include the imposition of User Fees, Service Payments, or connection fee credits. Such financing arrangements may include the issuance of debt instruments, equity, or other securities or obligations. Depending on the Authority's determination and the circumstances of each transaction, financing options might include the use of special purpose entities, sale and lease back transactions, enhanced use leasing, property exchanges, development agreements, prepayment agreements, conduit financing and other methods allowed by law.
3. Proposals should be prepared simply and economically, providing a concise description of the proposers' capabilities to complete the proposed Qualifying Project and the benefits to be derived from the project by the Authority. Project benefits to be considered are those occurring during the construction, renovation, expansion, or improvement phase and during the life cycle of the project. Proposals also should include a comprehensive scope of work and a financial plan for the project, containing enough detail to allow an analysis by the Authority of the financial feasibility of the proposed project. The Authority may require additional information from the proposer in order to provide clarification to the submission, as long as the same information is required from all proposers. The cost analysis of a proposal may not be linked solely to the financing plan as the Authority may determine to finance the project through other available means.
4. In the event of a Private Entity's request for approval of a Qualifying Project, the Authority will post and publish a public notice of the Private Entity's request for approval of a Qualifying Project, including (i) specific information and documentation to be released regarding the nature, timing, and scope of the Qualifying Project pursuant to subsection A of § 56-575.4; and (ii) a reasonable time period of at least forty-five (45) days during which the Authority shall receive competing proposals pursuant to subsection A of §56-575.4. Such notice shall be advertised in the Virginia Business Opportunities publication and posted on the Commonwealth of Virginia's electronic procurement website.
5. The Authority will engage the services of qualified professionals, which may include an architect, professional engineer, or certified public accountant, not otherwise employed by the Authority, to provide independent analysis regarding the specifics, advantages, disadvantages, and the long and short-term costs of any request by a

**PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES**

Private Entity for approval of a Qualifying Project unless the Board of Directors of the Authority determines that such analysis of a request by a Private Entity for approval of a Qualifying Project shall be performed by Authority employees.

**B. Affected Local Jurisdictions:**

1. Any Private Entity requesting approval from or submitting a conceptual or Detailed Proposal to the Authority must provide Bedford County, Virginia and any other Affected Local Jurisdiction with a copy of the Private Entity's request or proposal by certified mail, express delivery, or hand delivery. Affected Local Jurisdictions shall have sixty (60) days from the receipt of the request or proposal to submit written comments to the Authority and to indicate whether the proposed Qualifying Project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, or (iii) capital improvements budget or other government spending plan. Comments received within the sixty (60) day period shall be given consideration by the Authority and no negative inference shall be drawn from the absence of comment by an Affected Local Jurisdiction.

**C. Proposal Review Fee:**

1. The Authority shall receive an analysis of the proposal from appropriate internal staff or outside advisors or consultants with relevant experience in determining whether to enter into an agreement with the Private Entity. The Authority may charge a reasonable Review Fee up to \$20,000 from the Private Entity to cover the "Direct Costs" which may include (i) the cost of staff time required to process, evaluate, review, and respond to the proposal and (ii) any out-of-pocket cost which includes the costs of attorneys, consultants, financial advisors and qualified professionals hired pursuant to this policy. In the event the Authority's Direct Costs are greater than the Review Fee, it may assess additional Direct Costs against the Private Entity. The amount of the fee that is assessed for any given project will be the same fee that is charged to each of the private entities that submits a proposal. The Authority may, at its sole discretion, waive its Review Fees.
2. The Authority's Review Fees have been established so as not to be greater than the Direct Costs. Any Review Fee in excess of Direct Costs shall be promptly refunded to the proposer.
3. All Review Fees will be refunded if the Authority decides not to proceed to publication and conceptual

**D. Freedom Of Information Act:**

1. Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act ("FOIA"), Va. Code § 2.2-3700 et seq. except that subdivision 11 of § 2.2-3705.6 exempts certain documents from public



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

disclosure. FOIA exemptions, however, are discretionary, and the Authority may elect to release some or all of documents except to the extent the documents are:

- a. Trade secrets of the Private Entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.);
  - b. Financial records of the Private Entity that are not generally available to the public through regulatory disclosure or otherwise, including but not limited to, balance sheets and financial statements; or
  - c. Other information submitted by a Private Entity, where if the record or document were made public prior to the execution of an interim or Comprehensive Agreement the financial interest or bargaining position of the public or Private Entity would be adversely affected.
2. Additionally, to the extent access to proposal documents submitted by private entities are compelled or protected from disclosure by a court order, the Authority must comply with the provisions of such order.
  3. Before a document of a Private Entity may be withheld from disclosure, the Private Entity must make a written request to the Authority at the time the documents are submitted designating with specificity the documents for which the protection is being sought and a clear statement of the reasons for invoking the protection with reference to one or more of three classes of records listed in this policy.
  4. Upon the receipt of a written request for protection of documents, the Authority shall determine whether the documents contain (i) trade secrets, (ii) financial records, or (iii) other information that would adversely affect the financial interest or bargaining position of the Authority or Private Entity in accordance with this policy. The Authority shall make a written determination of the nature and scope of the protection to be afforded by the Authority under this subdivision. If the written determination provides less protection than requested by the Private Entity, the Private Entity should be accorded an opportunity to withdraw its proposal. Nothing shall prohibit further negotiations of the documents to be accorded protection from release although what may be protected must be limited to the categories of records identified in this policy.
  5. Once a written determination has been made by the Authority, the documents afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of the Authority or any Affected Local Jurisdiction to which such documents are provided.
  6. If a Private Entity fails to designate trade secrets, financial records, or other confidential or proprietary information for protection from disclosure, such information, records or documents shall be subject to disclosure under FOIA.
  7. The Authority may withhold from disclosure memoranda, staff evaluations, or other records prepared by the Authority, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals where (i) if such records were made public prior to or after the execution of an interim or a Comprehensive Agreement, the financial interest or bargaining position of the Authority would be



## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

- adversely affected, and (ii) the basis for the determination required in clause (i) is documented in writing by the Authority.
8. Cost estimates relating to a proposed procurement transaction prepared by or for the Authority shall not be open to public inspection.
  9. The Authority may not withhold from public access:
    - a. procurement records other than those subject to the written determination of the Authority;
    - b. information concerning the terms and conditions of any interim or Comprehensive Agreement, Service Contract, lease, partnership, or any agreement of any kind entered into by the Authority and Private Entity;
    - c. information concerning the terms and conditions of any financing arrangement that involved the use of any public funds; or
    - d. information concerning the performance of any Private Entity developing or operating a qualifying transportation facility or a Qualifying Project.
  10. However, to the extent that access to any procurement record or other document or information is compelled or protected by a court order, then the Authority must comply with such order.
  11. Once an Interim Agreement or a Comprehensive Agreement has been entered into, the Authority shall make procurement records available for public inspection, upon request.
    - a. Such procurement records shall include documents protected from disclosure during the negotiation phase on the basis that the release of such documents would have adverse affect on the financial interest or bargaining position of the Authority or Private Entity.
    - b. Such procurement records shall not include (i) trade secrets of the Private Entity as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or (ii) financial records, including balance sheets or financial statements of the Private Entity that are not generally available to the public through regulatory disclosure or otherwise.
  12. To the extent access to procurement records are compelled or protected by a court order, then the Authority must comply with such order.
- E. Use of Public Funds: Virginia constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any interim or Comprehensive Agreement entered into under the PPEA. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into planning for any PPEA project or projects.
- F. Applicability of Other Laws: Nothing in the PPEA shall affect the duty of the Authority to comply with all other applicable law not in conflict with the PPEA. The applicability

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**PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES**

of the Virginia Public Procurement Act, Va. Code §2.2-4300 through §2.2-4377, as amended, (“VPPA”) is as set forth in the PPEA.

**Section 4. SOLICITED PROPOSALS**

- A. The Authority may issue Requests for Qualifications (“RFQs”), Requests for Proposals (“RFPs”) or invitations for Bids (“IFBs”), inviting proposals from private entities to develop or operate Qualifying Projects or to design or equip projects so constructed, improved, renovated, expanded, maintained, or operated. The Authority may use a two (2) part proposal process consisting of an initial conceptual phase and a detailed phase. The Authority may invite proposers to submit proposals on individual projects identified by the Authority. In such a case the Authority should set forth in the RFP the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA.
- B. The RFQ, RFP, or IFB should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals. The RFQ, RFP, or IFB should be posted in such public areas as are normally used for posting of the Authority’s notices, including the Authority’s website. Notices should also be published in a newspaper or other publications of general circulation and advertised in the Virginia Business Opportunities publication and at Virginia's Statewide e-procurement application (“eVa”) located at <http://www.eva.State.va.us> and posted on the Commonwealth of Virginia’s electronic procurement website. In addition, solicited proposals should be posted pursuant to this policy. The RFQ, RFP, or IFB should also contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences may be held as deemed appropriate by the Authority.

**Section 5. UNSOLICITED PROPOSALS**

- A. The PPEA permits public entities to receive, evaluate, and select for negotiations unsolicited proposals from private entities to Develop or Operate a Qualifying Project.
- B. The Authority may publicize its needs and may encourage interested parties to submit unsolicited proposals subject to the terms and conditions of the PPEA. When such proposals are received without issuance of an RFQ, RFP, or IFB the proposal shall be treated as an unsolicited proposal.
  - 1. Decision to Accept and Consider Unsolicited Proposal; Notice:
    - a. Upon receipt of any unsolicited proposal or group of proposals and payment of any required, unwaived fee by the proposer or proposers, the Authority will

## PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE GUIDELINES

promptly determine whether to accept the unsolicited proposal for publication and conceptual-phase consideration. If the Authority determines not to accept the proposal and proceed to publication and conceptual-phase consideration, it should return the proposal, together with all fees and accompanying documentation, to the proposer.

- b. If the Authority chooses to accept an unsolicited proposal for conceptual-phase consideration, it shall post a notice in a public area regularly used by the Authority for posting of public notices for a period of not less than forty-five (45) days. The Authority shall also publish the same notice for a period of not less than forty-five (45) days in one or more newspapers or periodicals of general circulation in the jurisdiction to notify any parties that may be interested in submitting competing proposals. In addition, the notice should be advertised in the Virginia Business Opportunities publication and the Commonwealth of Virginia's statewide e-procurement application ("eVa") located at <http://www.eva.state.va.us>. The notice shall state that the Authority (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or a Comprehensive Agreement with the proposer based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the guidelines adopted by the Authority and the PPEA. The notice also shall summarize the proposed Qualifying Project or projects and identify their proposed locations. Copies of unsolicited proposals shall be available upon request, subject to the provisions of FOIA and § 56-575.4 G of the PPEA.
- c. To ensure that sufficient information is available upon which to base the development of a serious competing proposal, representatives of the Authority familiar with the unsolicited proposal and the guidelines established by the Authority shall be made available to respond to inquiries and meet with private entities that are considering the submission of a competing proposal. The Authority shall conduct an analysis of the information pertaining to the proposal included in the notice to ensure that such information sufficiently encourages competing proposals. Further, the Authority shall establish criteria, including key decision points and approvals to ensure proper consideration of the extent of competition from available private entities prior to selection.

## C. Posting Requirements:

1. Conceptual Proposals, whether solicited or unsolicited, shall be posted by the Authority within ten (10) working days after acceptance of such proposals on the Authority's website or by publication, in a newspaper of general circulation in the area in which the contract is to be performed, or a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting

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- may also be on the Department of General Service's web-based electronic procurement program commonly known as "eVA," in the discretion of the Authority.
2. Nothing shall be construed to prohibit the posting of the Conceptual Proposals by additional means deemed appropriate by the Authority so as to provide maximum notice to the public of the opportunity to inspect the proposals.
  3. In addition to the posting requirements, at least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records, or other records of the Private Entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Authority and the Private Entity. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records.

**D. Initial Review by the Authority at the Conceptual Stage:**

1. While only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format should be considered by the Authority for further review at the Conceptual Stage, the Authority may determine to evaluate any proposal it so chooses. Formatting suggestions for proposals at the Conceptual Stage are found under the "Proposal Preparation and Submission" Section of this policy. If, after publishing notice of acceptance of an unsolicited proposal in accordance with this policy, other, competing proposals are received, the Authority will require all private entities to submit uniform Conceptual Proposals.
2. The Authority should determine at this initial State of review whether it will proceed using:
  - a. Standard procurement procedures consistent with the VPPA; or
  - b. These guidelines developed by the Authority that are consistent with procurement of other than professional services through "competitive negotiation" as the term is set forth in § 2.2-4302.2 of the Code of Virginia. The Authority may proceed using such guidelines only if it makes a written determination that doing so is likely to be advantageous to the Authority and the public based upon either (i) the probable scope, complexity or priority of need, (ii) the risk sharing including guaranteed cost or completion guarantees, added value or debt or equity investments proposed by the Private Entity, or (iii) increase in funding, dedicated revenue or other economic benefit that would otherwise not be available.
3. After reviewing the original proposal and any competing proposals submitted during the notice period, the Authority may determine:
  - a. Not to proceed further with any proposal,
  - b. To proceed to the detailed phase of review with the original proposal,
  - c. To proceed to the detailed phase with a competing proposal,
  - d. To proceed to the detailed phase with multiple proposals,

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- e. To request modifications or amendments to any proposals.
- 4. In the event that more than one proposal will be considered in the detailed phase of review, the Authority will consider whether the unsuccessful proposer should be reimbursed for costs incurred in the detailed phase of review and such reasonable costs may be assessed to the successful proposer in the Comprehensive Agreement.
- 5. The Authority reserves the right to reject any proposal at any time prior to the execution of an interim or Comprehensive Agreement and proceed by standard procurement procedures.

**Section 6. PROPOSAL PREPARATION AND SUBMISSION****A. Format for Submissions at Conceptual Stage (Phase 1 Submittal):**

- 1. The Authority may consider and approve a Conceptual Stage (Phase 1) proposal with whatever information it deems to be informative and consistent with its needs. This Phase 1 submittal may be primarily qualifications based, as may be solicited through a request for qualifications ("RFQ"). It may also require that proposals at the Conceptual Stage contain information in the following areas:
  - a. qualifications and experience,
  - b. project characteristics,
  - c. project financing,
  - d. anticipated public support or opposition, or both,
  - e. project benefit and compatibility, and,
  - f. any additional information as the Authority may reasonably request to comply with the requirements of the PPEA.
- 2. All Phase 1 proposal submissions must include the requested number of bound hard copies of the submittal, preferably in 3-ring binders, and one digital copy which contains a single Adobe Portable Document Format (PDF) file containing the entire contents in the same layout and format as the hard copies. If the number of bound hard copies is not otherwise specified, six (6) copies each of public and proprietary submissions must be provided.
- 3. Suggestions for formatting information to be included in proposals at this stage include the following to the extent each is applicable:
  - a. Qualification and Experience:
    - i. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach, and how each partner and major subcontractor in the structure fits into the overall team.
    - ii. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project, including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience, and

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- other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction, completion guarantees and warranties, and a description of such guarantees and warranties.
- iii. Provide the names, mailing addresses, physical addresses, email addresses, and telephone numbers of all persons within the firm or consortium of firms who may be contacted for further information,
  - iv. Provide a current or most recently audited financial Statement of the firm or firms and each partner with an equity interest of twenty percent or greater.
  - v. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Va. Code §2.2-3100 through §2.2-3132, as amended (“VSLGICIA”).
- b. Project Characteristics:
- i. Provide a description of the project, including the conceptual design.  
Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.
  - ii. Provide drawings and/or mapping which shows the location of the project, a site plan of the project (if applicable), the conceptual layout of the project, and any other plans that are needed to adequately show the scope of the project.
  - iii. Identify and fully describe any work to be performed by the Authority.
  - iv. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.
  - v. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.
  - vi. Identify the projected positive social, economic, and environmental impacts of the project.
  - vii. Identify the proposed schedule for the work on the project, including the estimated time for completion.
  - viii. Propose allocation of risk and liability for work completed beyond the agreements, completion date, and assurances for timely completion of the project.
  - ix. State assumptions related to ownership, legal liability, law enforcement, operation of the project, and the existence of any restrictions on the Authority’s use of the project.
  - x. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.
  - xi. List any other assumptions relied on for the project to be successful.
  - xii. List any contingencies that must occur for the project to be successful.



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- c. Project Financing:
  - i. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.
  - ii. Submit a plan for the Development, financing, and Operation of the project showing the anticipated schedule on which funds will be required. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports. Describe the anticipated costs of and proposed sources and uses for such funds.
  - iii. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition complete disclosure of interest rate assumptions should be included. Any ongoing operational fees if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.
  - iv. Identify the proposed risk factors and methods for dealing with these factors.
  - v. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the Authority's credit or revenue.
  - vi. Identify the amounts and terms and conditions for any revenue sources.
  - vii. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.
- d. Public Support and/or Opposition; Project Benefit and Compatibility:
  - i. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.
  - ii. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project.
  - iii. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.
  - iv. Describe the anticipated significant benefits to the community, region, or state including anticipated benefits to the economic condition of the Authority and whether the project is critical to attracting or maintaining competitive industries and businesses to the Authority or the surrounding region.
  - v. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.
  - vi. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types



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of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.

B. Format for Submissions at Detailed Stage (Phase 2 submittal):

1. If the Authority decides to proceed to the detailed phase of review with one or more proposals, the Authority will notify the Private Entity or entities that provided the Conceptual Stage (Phase 1) proposal(s) that the Authority has reviewed and accepted their Phase 1 proposal and would like for them to proceed with the preparation of the Detailed Stage (Phase 2) proposal. This request may be considered a Request for Proposals ("RFP").
2. All Phase 2 proposal submissions must include the specified number of bound hard copies of the submittal, preferably in 3-ring binders, and one (1) compact disc (CD) or digital video disc - data format (DVD-R) which contains a single Adobe Portable Document Format (PDF) file containing the entire contents in the same layout and format as the hard copies. If the number of bound hard copies is not otherwise specified, twelve (12) copies must be provided.
3. The following information should be provided by the Private Entity unless waived by the Authority:
  - a. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;
  - b. A description of the Qualifying Project, including the conceptual design of such facility or facilities or a conceptual plan for the provision of services or technology infrastructure, and a schedule for the initiation of and completion of the Qualifying Project to include the proposed major responsibilities and timeline for activities to be performed by both the public and Private Entity;
  - c. Information relating to the current plans for Development of facilities or technology infrastructure to be used by a Public Entity that are similar to the Qualifying Project being proposed by the Private Entity, if any, of each Affected Local Jurisdiction;
  - d. A list of all permits and approvals required for the Qualifying Project from local, state, or federal agencies and a projected schedule for obtaining such permits and approvals;
  - e. A statement setting forth the Private Entity's general plans for financing the Qualifying Project including the sources of the Private Entity's funds and identification of any dedicated revenue source or proposed debt or equity investment on the behalf of the Private Entity;
  - f. The names and addresses of the persons who may be contacted for further information concerning the request;
  - g. Provide drawings and/or mapping, a detailed site plan of the project (if applicable), a preliminary design layout of the project, and any other plans that are needed to adequately show the detailed scope of the project;

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- h. A list of public utility facilities, if any, that will be crossed by the Qualifying Project and a statement of the plans of the proposer to accommodate such crossings;
- i. A statement and strategy setting out the plans for securing all necessary property and easements;
- j. A detailed listing of all firms that will provide specific design, construction, operations and maintenance, and completion guarantees and warranties, and a brief description of such guarantees and warranties;
- k. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project Revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses;
- l. User fees, lease payments, and other service payments over the term of the interim or comprehensive agreement pursuant to § [56-575.9](#) or [56-575.9:1](#) and the methodology and circumstances for changes to such user fees, lease payments, and other service payments over time;
- m. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications;
- n. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.
- o. Explanation of how the proposed project would impact local development plans of each Affected Local Jurisdiction;
- p. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In additions, identification of any known conflicts of interest or other disabilities that may impact the Authority's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the VSLGCI;A;
- q. Description of the types of sureties proposed to insure completion of the project.
- r. A project schedule showing all the anticipated major milestones of the various stages of the permitting, public meetings, design, construction, startup, and operation of the project; and,
- s. Additional material and information as the Authority may reasonably request.

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- C. Any Private Entity requesting approval from, or submitting a proposal to the Authority shall notify each Affected Local Jurisdiction by furnishing a copy of its request or proposal to each Affected Local Jurisdiction.

**Section 7. PROPOSAL EVALUATION AND SELECTION CRITERIA**

- A. Once the advertisement, as stated in this policy, has been made, and if competing proposals have been received, once the Authority has required each proposer to provide substantially the same information, selection shall be made of two (2) or more proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the notice, including price if so stated in the notice. Negotiations shall then be conducted with each of the selected proposers to determine the successful proposer based on the sole discretion of the Authority; the successful proposer will be the one that the Authority deems to be the most qualified, best value, or some combination thereof.
- B. Cost elements shall be considered, but need not be the sole or primary determining factor. These elements may include, but are not limited to, any or all of the following:
1. Design Fees
  2. Preconstruction Fees
  3. Design-Builder Fee
  4. Construction Costs
  5. General Conditions Fees
  6. Subcontractor Markup
  7. Labor Rate with Markup
    - a. Raw Hourly
    - b. Lump Sum
  8. Total Project Costs
  9. Guaranteed Maximum Price ("GMP")
- C. Other factors that may be considered include:
1. the general reputation, industry experience, and financial capacity of the Private Entity;
  2. the proposed design of the Qualifying Project;
  3. the eligibility of the facility for accelerated selection, review, and documentation of timelines under the Authority's guidelines;
  4. local citizen and government comments;
  5. benefits to the public;
  6. the Private Entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;

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7. the Private Entity's plans to employ local contractors and residents or self perform; and,
  8. other criteria that the Authority deems appropriate.
- D. After negotiations have been conducted with proposer so selected, the public body shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. Should the Authority determine in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, it must document this in writing and a contract may be negotiated and awarded to that proposer.
- E. The Authority hereby declares its policy to facilitate the participation of small businesses and businesses owned by women and minorities in PPEA transactions. This policy includes cooperation with the Department of Minority Business Enterprise, the United States Small Business Administration, and other public or private agencies.
- F. The following items shall be considered in the evaluation and selection of PPEA proposals:
1. Qualifications and Experience:
    - a. Factors to be considered in either phase of the Authority's review to determine whether the proposer possesses the requisite qualifications and experience should include:
      - i. Experience with similar projects;
      - ii. Demonstration of ability to perform work;
      - iii. Leadership structure;
      - iv. Project Managers' experience;
      - v. Management approach;
      - vi. Financial condition; and
      - vii. Project ownership.
  2. Project Characteristics:
    - a. Factors to be considered in determining the project characteristics include:
      - i. Project definition;
      - ii. Proposed project schedule;
      - iii. Operation of the project;
      - iv. Technology; technical feasibility;
      - v. Conformity to laws, regulations, and standards;
      - vi. Environmental impacts;
      - vii. Condemnation impacts;
      - viii. State and local permits; and
      - ix. Maintenance of the project.
  3. Project Financing:

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- a. Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:
    - i. Cost and cost benefit to the Authority;
    - ii. Financing and the impact on the debt or debt burden of the Authority;
    - iii. Financial plan;
    - iv. Estimated cost;
    - v. The identity, credit history, past performance of any third party that will provide financing for the project and the nature and timing of their commitment, as applicable;
    - vi. Such other items as the Authority deems appropriate; and
    - vii. Life-cycle cost analysis.
  - b. In the event that any project is financed through the issuance of obligations that are deemed to be tax-supported debt of the Authority, or if financing such a project may impact the Authority's debt rating or financial position, the Authority may select its own finance team, source, and financing vehicle.
4. Project Benefit and Compatibility:
  - a. Factors to be considered in determining the proposed projects compatibility with the appropriate local or regional comprehensive or development plans include:
    - i. Community benefits;
    - ii. Community support or opposition, or both;
    - iii. Public involvement strategy;
    - iv. Compatibility with existing and planned facilities; and
    - v. Compatibility with local, regional, and states economic development efforts.
5. Other Factors:
  - a. Other facts that may be considered by the Authority in the evaluation and selection of PPEA proposals include:
    - i. The proposed cost of the Qualifying Project;
    - ii. The general reputation, industry experience, and financial capacity of the Private Entity;
    - iii. The proposed design of the Qualifying Project;
    - iv. The eligibility of the project for accelerated documentation, review, and selection;
    - v. Local citizen and government comments;
    - vi. Benefits to the public;
    - vii. The Private Entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
    - viii. The Private Entity's plans to employ local contractors and residents; and
    - ix. Other criteria that the Authority deems appropriate.

**Section 8. INTERIM AND COMPREHENSIVE AGREEMENTS**

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- A. Prior to developing or operating the Qualifying Project, the selected Private Entity shall enter into a Comprehensive Agreement with the Authority. Prior to entering a Comprehensive Agreement an Interim Agreement may be entered into that permits a Private Entity to perform compensable activities related to the project. The Authority may designate a working group responsible for negotiating any interim or Comprehensive Agreement. Any interim or Comprehensive Agreement shall define the rights and obligations of the Authority and the selected proposer with regard to the project.
1. Interim Agreement Terms:
    - a. The scope of an Interim Agreement may include, but not limited to:
      - i. Project planning and Development;
      - ii. Design and engineering;
      - iii. Environmental analysis and mitigation;
      - iv. Survey;
      - v. Property and easement acquisition;
      - vi. Ascertaining the availability of financing for the proposed facility through financial and revenue analysis;
      - vii. Establish a process and timing of the negotiation of the Comprehensive Agreement;
      - viii. Any other provisions related to any aspect of the Development or Operation of a Qualifying Project that the parties may deem appropriate prior to the execution of a Comprehensive Agreement; and
      - ix. The Interim Agreement and supporting documents shall be sent in electronic form to the State Auditor for Public Accounts within thirty (30) days of its execution, pursuant to Virginia Code § 56-575.18.
  2. Comprehensive Agreement Terms:
    - a. The scope of the Comprehensive Agreement shall include, but not be limited to:
      - i. The delivery of maintenance, performance, and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the Qualifying Project;
      - ii. The review of plans and specifications for the Qualifying Project by the Authority;
      - iii. The rights of the Authority to inspect the Qualifying Project to ensure compliance with the Comprehensive Agreement;
      - iv. The maintenance of a policy or policies of liability insurance or self-insurance reasonably sufficient to insure coverage of the project and the tort liability to the public and employees and to enable the continued operation of the Qualifying Project;
      - v. The monitoring of the practices of the Private Entity by the Authority to ensure proper maintenance;



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- vi. The terms under which the Private Entity will reimburse the Authority for services provided;
  - vii. The policy and procedures that will govern the rights and responsibilities of the Authority and the Private Entity in the event that the Comprehensive Agreement is terminated or there is a Material Default by the Private Entity including the conditions governing assumption of the duties and responsibilities of the Private Entity by the Authority and the transfer or purchase of property or other interests of the Private Entity by the Authority;
  - viii. The terms under which the Private Entity will file appropriate financial statements on a periodic basis;
  - ix. The mechanism by which User Fees, Lease Payments, or Service Payments, if any, may be established from time to time upon agreement of the parties. Any payments or fees shall be set at a level that are the same for persons using the facility under like conditions and that will not materially discourage use for the Qualifying Project;
    - a) A copy of any Service Contract shall be filed with the Authority.
    - b) A schedule of the current User Fees or Lease Payments shall be made available by the Private Entity to any member of the public upon request.
    - c) Classifications according to reasonable categories for assessment of User Fees may be made.
  - x. The terms and conditions under which the Authority may contribute resources, if any, for the Qualifying Project;
  - xi. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
  - xii. The terms and conditions under which the Authority will be required to pay money to the Private Entity and the amount of any such payments for the project; and
  - xiii. Other requirements of the PPEA.
  - b. Any changes in the terms of the interim or Comprehensive Agreement as may be agreed upon by the parties from time to time shall be added to the interim or Comprehensive Agreement by written amendment.
  - c. The Comprehensive Agreement may provide for the Development or Operation of phases or segments of a Qualifying Project. The Comprehensive Agreement and supporting documents shall be sent in electronic form to the State Auditor for Public Accounts within thirty (30) days of its execution, pursuant to Virginia Code §§ 56-575.9(F) and 56-575.18.
3. Public Hearing during proposal review process; notice and posting requirements.
- a. At least thirty (30) days prior to entering into an interim or Comprehensive Agreement, the Authority shall hold a public hearing on the proposals that have been received.



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- b. Once the negotiation phase for the Development of an interim or a Comprehensive Agreement is complete and a decision to award has been made by the Authority, the Authority shall post the proposed agreement in the following manner:
  - c. Posting shall be on the Authority's website or by publication, in a newspaper of general circulation in the area which the contract work is to be performed, of a summary of the proposals and the location where copies of the proposals are available for public inspection. Posting may also be on the Department of General Services web-based electronic procurement program commonly known as "eVA," in the discretion of the Authority.
  - d. At least one copy of the proposals shall be made available for public inspection. Trade secrets, financial records or other records of the Private Entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the Authority and the Private Entity.
  - e. Any such studies and analyses considered by the Authority in its review of a proposal shall be disclosed to the Appropriating Body at some point prior to the execution of an interim or Comprehensive Agreement.
- B. The Authority shall submit any interim or Comprehensive Agreement to the Appropriating Body to review a proposed interim or Comprehensive Agreement at least sixty (60) days prior to execution.

**Section 9. GOVERNING PROVISIONS**

In the event of any conflict between these guidelines and the PPEA, the terms of the PPEA shall control.

**Section 10. TERMS AND DEFINITIONS**

- A. "Affected Local Jurisdiction" means any county, city, or town in which all or a portion of a Qualifying Project is located.
- B. "Appropriating Body" means the body responsible for appropriating or authorizing funding to pay for a Qualifying Project.
- C. "Comprehensive Agreement" means the Comprehensive Agreement between the Private Entity and the Authority that is required prior to the Development or operation of a Qualifying Project.
- D. "Conceptual Proposal" means the proposal submitted at the Conceptual Stage.
- E. "Conceptual Stage" means the initial phase of project evaluation when the Public Entity makes a determination whether the proposed project serves a public purpose, meets the

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criteria for a Qualifying Project, assesses the qualifications and experience of a Private Entity proposer, reviews the project for financial feasibility, and warrants further pursuit.

- F. "Cost-Benefit Analysis" means an analysis that weighs expected costs against expected benefits in order to choose the best option. For example, a city manager may compare the costs and benefits of constructing a new office building to those of renovating and maintaining an existing structure in order to select the most financially advantageous option.
- G. "Detailed Proposal" means the proposal submitted at the Detailed Stage.
- H. "Detailed Stage" means the second phase of project evaluation where the Public Entity
- I. has completed the Conceptual Stage and accepted the proposal and may request additional information regarding a proposed project prior to entering into competitive negotiations with one or more private entities to develop an interim or Comprehensive Agreement.
- J. "Develop" or "Development" means to plan, design, develop, finance, lease, acquire, install, construct, or expand.
- K. "Interim Agreement" means an agreement between a Private Entity and the Authority that provides for phasing of the Development or operation, or both, of a Qualifying Project. Such phases may include, but are not limited to, design, planning, engineering, environmental analysis and mitigation, financial and revenue analysis, or any other phase of the project that constitutes activity on any part of the Qualifying Project.
- L. "Lease Payment" means any form of payment, including a land lease, by a Public Entity to the Private Entity for the use of a Qualifying Project.
- M. "Lifecycle Cost Analysis" means an analysis that calculates cost of an asset over its entire life span and includes the cost of planning, constructing, operating, maintaining, replacing, and when applicable, salvaging the asset. Although one proposal may have a lower initial construction cost, it may not have the lowest lifecycle cost once maintenance, replacement, and salvage value is considered.
- N. "Material Default" means any default by the Private Entity in the performance of its duties that jeopardizes adequate service to the public from a Qualifying Project.
- O. "Operate" means to finance, maintain, improve, equip, modify, repair, or operate.
- P. "Opportunity Cost" means the cost of passing up another choice when making a decision or the increase in costs due to delays in making a decision.
- Q. "Private Entity" means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.
- R. "Public Entity" means the Commonwealth and any agency or authority thereof, any county, city or town and any other political subdivision of the Commonwealth, any public body politic and corporate, or any regional entity that serves a public purpose.
- S. "Qualifying Project" means (i) any education facility, including, but not limited to a school building, any functionally related and subordinate facility and land of a school building (including any stadium or other facility primarily used for school events), and

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any depreciable property provided for use in a school facility that is Operated as part of the public school system or as an institution of higher education; (ii) any building or facility that meets a public purpose and is developed or Operated by or for any Public Entity; (iii) any improvements, together with equipment, necessary to enhance public safety and security of buildings to be principally used by a Public Entity; (iv) utility and telecommunications and other communications infrastructure; (v) a recreational facility; (vi) technology infrastructure and services, including, but not limited to,

- T. telecommunications, automated data processing, word processing and management information systems, and related information, equipment, goods and services; (vii) any technology, equipment, or infrastructure designed to deploy wireless broadband services to schools, businesses, or residential areas; (viii) any services designed to increase the productivity or efficiency through the use of technology or other means; (ix) any improvements necessary or desirable to any unimproved locally- or state-owned real estate; or (x) any solid waste management facility that produces electric energy derived from solid waste.
- U. "Responsible Public Entity" means a Public Entity that has the power to develop or Operate the applicable Qualifying Project. The Authority is such an Entity.
- V. "Revenues" means all Revenues, income, earnings, User Fees, Lease Payments, or other Service Payments arising out of or in connection with supporting the Development or operation of a Qualifying Project, including without limitation, money received as grants or otherwise from the United States of America, from any Public Entity, or from any agency or instrumentality of the foregoing in aid of such facility
- W. "Service Contract" means a contract entered into between a Public Entity and the Private Entity pursuant to § 56-575.5.
- X. "Service Payments" means payments to the Private Entity of a Qualifying Project pursuant to a Service Contract.
- Y. "State" means the Commonwealth of Virginia.
- Z. "User Fees" mean the rates, fees, or other charges imposed by the Private Entity of a Qualifying Project for use of all or a portion of such Qualifying Project pursuant to the Comprehensive Agreement pursuant to § 56-575.9.

**Section 11. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on April 23, 2013.
- B. The policy was modified with an approval date of May 28, 2013 and an effective date of May 29, 2013.
- C. July 17, 2013: This policy number was changed from 4.45 to 10.45.
- D. This policy was modified as follows:
  - 1. Approved August 18, 2020, effective August 19, 2020:
    - a. Virginia Code Section references were updated in Sections 5 and 6.

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Issue (Effective) Date: August 19, 2020

Approval Date: August 18, 2020

Approved By: Board of Directors

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- b. Section 6 was modified to update digital and paper submission requirements.

# **CHAPTER 12**

## **EMERGENCY RESPONSE**

## **DROUGHT RESPONSE AND WATER CONSERVATION PLAN**

### **Section 1. PURPOSE**

The purpose of this plan is to provide for the declaration of the official phases of water supply shortages and for the implementation of voluntary and mandatory water conservation measures by the Bedford Regional Water Authority ("Authority"). This plan shall apply to the systems owned by the Authority in the event a shortage is declared.

### **Section 2. WATER SOURCES**

- A. Water systems in Bedford County, including the Town of Bedford, are permitted and operated as several separate systems. Limited interconnection exists. This plan may be applied to all systems, or to individual systems, or to portions of the systems as required by circumstances at the time of the declaration. Where water is purchased from another locality or provider, the Authority will adhere to the provisions of any contract that has been made with that provider, and will generally follow suit with any restrictions that they may implement; this includes, but is not limited to, the following providers:
  - 1. City of Lynchburg.
  - 2. Western Virginia Water Authority.
- B. The Authority provides water under contract to other communities inside and outside of Bedford County; these contracts shall include provisions for water restrictions as are outlined in this plan. This includes, but is not limited to, the following users and/or customers:
  - 1. Franklin County.
  - 2. Western Virginia Water Authority.
  - 3. Mariners Landing.

### **Section 3. WATER SHORTAGE STAGES**

- A. The Commonwealth of Virginia has stated that every municipality should have at least three (3) graduated stages of responses to the onset of reduced water conditions; for the Authority this includes the declaration of a water shortage advisory, a water shortage alert, and a water shortage emergency.
  - 1. **WATER SHORTAGE ADVISORY** stage responses are generally responses intended to raise awareness of water users in the jurisdiction to climatic or system conditions that are likely to precede the occurrence of a drought or a decreased supply of source water. Public outreach activities to raise this awareness are identified as well as conservation activities that may be used to reduce demand.
  - 2. **WATER SHORTAGE ALERT** stage responses are generally responses that are required when the onset of a significant drought event is imminent or a water system source has a reduced capacity. Voluntary water conservation activities are identified with the goal of reducing water use by 5 – 10%, in accordance with 9 VAC 25-780-120.A.2.b.
  - 3. **WATER SHORTAGE EMERGENCY** stage responses are generally responses that are required during the height of a significant drought event, or when a water source has been greatly depleted. Mandatory water conservation activities are identified with the goal of reducing water use by 10 – 15%, in accordance with 9 VAC 25-780-120.A.2.c.

## DROUGHT RESPONSE AND WATER CONSERVATION PLAN

- B. The Authority will declare the above stages as their response as the conditions warrant. Some of the drought indicators that may be used to determine the stage include those criteria shown in the following tables:

1. Smith Mountain Lake Water Surface Level

Shortage Stage	Criteria
Advisory	793 to 791.5 feet mean sea level
Alert	791.5 to 790 feet mean sea level
Emergency	Below 790 feet mean sea level

2. Stoney Creek Reservoir Level

Shortage Stage	Criteria
Advisory	3.0 feet below spillway
Alert	6.0 feet below spillway
Emergency	9.0 feet below spillway

3. Stream Flow Levels

Shortage Stage	Criteria
Advisory	Representative daily stream flows between the 10 <sup>th</sup> and 25 <sup>th</sup> percentile for return flow frequencies
Alert	Representative daily stream flows between 5 <sup>th</sup> and 10 <sup>th</sup> percentile for return flow frequencies
Emergency	Representative daily stream flows below the 5 <sup>th</sup> percentile for return flow frequencies

4. Precipitation Levels (based on percentage of Normal Precipitation)

Months Analyzed	Normal	Shortage Stage		
		Advisory	Alert	Emergency
October – December	>75.0	<75.0	<65.0	<55.0
October – January	>80.0	<80.0	<70.0	<60.0
October – February	>80.0	<80.0	<70.0	<60.0
October – March	>80.0	<80.0	<70.0	<60.0
October – April	>81.5	<81.5	<71.5	<61.5
October – May	>82.5	<82.5	<72.5	<62.5
October – June	>83.5	<83.5	<73.5	<63.5
October – July	>85.0	<85.0	<75.0	<65.0
October – August	>85.0	<85.0	<75.0	<65.0
October – September (and previous 12 months)	>85.0	<85.0	<75.0	<65.0

### Section 4. NOTIFICATION

- A. The Authority will provide notification to the customers that are affected by the declaration of the water shortage. This notification may be provided directly to the customers by mail or email, and/or it may be published in at least one (1) newspaper of general circulation, and/or it may also be publicized through the general news media, and/or any other appropriate method for making



## DROUGHT RESPONSE AND WATER CONSERVATION PLAN

such notification public.

- B. The Authority will notify the Bedford County Administrator and the Town Manager of Bedford prior to initiating any water shortage declaration.

### Section 5. DECLARATION OF A WATER SHORTAGE ADVISORY

- A. Whenever the Authority finds that a potential shortage of water supply is possible, it shall be empowered to declare that a Water Shortage Advisory exists. The Executive Director of the Authority shall, on a regular basis, monitor the supply and demands upon that supply. In addition, the Executive Director is authorized to call upon all water customers to employ voluntary water conservation measures to limit water use and eliminate the waste of water. Customers will be requested to eliminate non-essential uses of water.
- B. Non-Essential Uses of Water Defined:
1. Ornamental purposes:
    - a. Examples: Fountains, reflecting pools, and/or artificial waterfalls.
    - b. Exceptions: None.
  2. Outdoor non-commercial watering (public or private):
    - a. Examples: Gardens, lawns, parks, golf courses (except greens), playing fields, and/or other recreational areas.
    - b. Exceptions:
      - i. Agricultural use for the maintenance of livestock to the extent that no other sources are available.
      - ii. Watering by commercial nurseries at a minimum level necessary to maintain stock, to the extent that sources of water other than fresh water are not available or feasible to use.
      - iii. The Executive Director of the Authority may grant exceptions to community facilities of particular social importance provided that sufficient supplies are available. Exceptions are to be rescinded if the supply situation worsens.
      - iv. Use of fresh water at a minimum rate necessary to implement re-vegetation following earth moving, where such re-vegetation is required pursuant to an erosion and sedimentation control plan adopted pursuant to law or regulation, to the extent that sources of water other than fresh water are not available or feasible to use.
      - v. Watering of shrubbery, trees, lawn, grass, plants or other vegetation from a watering can or other container not exceeding three (3) gallons in capacity.
  3. Filling and operation of swimming pools:
    - a. Examples: Manufactured or constructed recreational pools that hold more than 30 gallons.
    - b. Exceptions (unless a contamination of water supplies initiated the shortage condition):
      - i. Residential pools which serve more than 25 dwelling units.
      - ii. Pools used by health care facilities for patient care and rehabilitation.
      - iii. Municipal pools.
  4. Washing of motor vehicles:

**DROUGHT RESPONSE AND WATER CONSERVATION PLAN**

- a. Examples: Automobiles, trucks, boats, and trailers.
  - b. Exceptions:
    - i. Commercial car and truck washes.
5. Serving water in restaurants, clubs, or eating-places:
  - a. Examples: Drinking water for customers.
  - b. Exceptions:
    - i. Specific request or order by customer for drinking water.
6. Fire Hydrants:
  - a. Examples: Any purpose, including use of sprinkler caps and testing fire apparatus and for fire department drills.
  - b. Exceptions:
    - i. Firefighting.
    - ii. Health protection purposes, if specifically approved by the Bedford County Health Department.
    - iii. Certain testing and drills by the fire department, if in the interest of public safety and approved by the Authority's Board of Directors.
7. Flushing of sewers and hydrants; washing of paved areas.
  - a. Examples: Cleaning sidewalks, driveways, etc.
  - b. Exceptions:
    - i. As needed to ensure public health and safety, and approved by the Executive Director of the Authority.
8. Air conditioning:
  - a. Examples: Refilling cooling tower after draining.
  - b. Exceptions:
    - i. Refilling for startup at the beginning of the cooling season.
    - ii. Make-up of water during the cooling season.

**Section 6. DECLARATION OF A WATER SHORTAGE ALERT**

Whenever the Authority finds water supplies (i.e., from all available sources) to be consistently below seasonal averages, and if they continue to decline and may not be adequate to meet normal needs, or a contamination situation exists that may threaten water quality, it shall be empowered to declare that a Water Shortage Alert exists. The Authority shall continue to encourage voluntary water conservation measures defined previously under the Advisory declaration, and further shall impose a ban on all non-essential water uses for the duration of the shortage until it is declared to have ended by the Authority.

**Section 7. DECLARATION OF A WATER SHORTAGE EMERGENCY**

- A. Whenever the Authority finds that raw water or finished water supplies are below the level necessary to meet normal needs and that serious shortages exist, it shall be empowered to declare that a Water Shortage Emergency exists. In addition to all the provisions of the previously defined Alert declaration, the Emergency Declaration shall also ban all other uses not specifically defined as being Essential Uses. These restrictions shall be considered on going until the emergency is declared ended by the Authority's Board of Directors.

**DROUGHT RESPONSE AND WATER CONSERVATION PLAN****B. Essential Uses of Water Defined:**

1. Domestic Use:
  - a. Examples: Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation.
  - b. Exceptions:
    - i. Watering of shrubbery, trees or ornamental plantings from watering cannot exceed three (3) gallons in capacity.
2. Health Care Facilities:
  - a. Examples: Hospitals, nursing homes, etc.
  - b. Exceptions:
    - i. Patient care and rehabilitation.
3. Public Use:
  - a. Examples: Parks, golf courses, playing fields, and other recreational areas.
  - b. Exceptions:
    - i. Firefighting.
    - ii. Health and public protection purposes, if specifically approved by the Bedford County Health Department and the Authority's Board of Directors.
4. Industrial:
  - a. Examples: Manufacturing plants and other businesses.
  - b. Exceptions:
    - i. Process water.
    - ii. Make up water for cooling towers.

**Section 8. SHORTAGE WATER RATES**

- A. Following the declaration of a Water Shortage Emergency, and notification and consultation with the Board of Supervisors, the Authority may adopt shortage water rates designed to conserve water supplies. Such rates may provide for, but will not be limited to, the following:
  1. Higher charges per unit for increasing usage (increasing block rates);
  2. Uniform charges for water usage per unit of use (uniform unit rate);
  3. Extra charges for use in excess of a specified level (excess demand surcharge);
  4. Discounts for conserving water beyond specified levels; or
  5. Rates to establish and enforce rationing by applying a penalty for the volume of water consumed above allocated consumption level.

**Section 9. PRIVATE NON-POTABLE IRRIGATION SYSTEMS**

The Authority recognizes that there exist many private non-potable water systems in Bedford County expressly for irrigation. Where such a system is in use during any water shortage condition, the owner is requested to post signs stating that a private non-potable system is used for irrigation.

**Section 10. WATER CONSERVATION MEASURES**

- A. Goals: The Authority encourages the routine and regular conservation of water resources at all

## DROUGHT RESPONSE AND WATER CONSERVATION PLAN

times, including those times when none of the water shortage stages have been declared. The goal of these conservation measures is to reduce the long term water demand by as much as 10%.

### B. Objectives:

1. Preservation and Protection of Natural Resources
  - a. Conserving water can help preserve the natural resources. Conserving water means more water is available to serve additional water needs, as well as for wildlife needs and recreation uses.
  - b. Water conservation practices can result in lower wastewater discharges which can mean an improvement in overall water quality.
  - c. Conserving water diminishes the need to find or build new water sources, leaving them in reserve for future use.
2. Savings for Customers
  - a. Conserving water can reduce the amount of money spent each month by the Authority's customers due to purchasing less water from the Authority.
  - b. The Authority saves the money by reducing the amount of money spent pumping and treating water before and after use, and the savings can then be passed along to the customers.
  - c. Reducing water demands can delay capital expenditures delayed for additional water sources and treatment facilities.
3. Insuring the Reliability of the Water Supplies
  - a. Water conservation can positively affect the reliability of the water supplies during periods of high demands (such as the summer months).
  - b. Water conservation discourages wasteful water use at all times and discourages non-essential water use during droughts.
  - c. Conservation can reduce the frequency and duration that the Authority is required to implement the Water Shortage Stages during periods of drought.

### C. Methods of conservation

1. Authority conservation:
  - a. Reduce waterline flushing: Ensure that waterline designs include the smallest diameter pipes that will provide for long term capacities.
  - b. Water Meter Replacement: Replace water meters that do not accurately record the amount of water being sold.
  - c. Eliminate water connections that are not metered.
  - d. Reduce and minimize backwash water cycles to the extent practical at water treatment plants.
  - e. Repair leaking waterlines as soon as they are found.
  - f. Implement a capital replacement program when funds are available to replace older waterlines that are leaking and/or routinely require repairs.
2. Customer conservation: Customer are encouraged to regularly eliminate Non-Essential Uses of Water as defined in this policy. Information and suggestions on conserving water can be found on the Authority's website [www.brwa.com](http://www.brwa.com).

**DROUGHT RESPONSE AND WATER CONSERVATION PLAN****D. Milestones**

1. The Authority will routinely monitor the accountability and water loss of the Authority's water systems. This will be performed by:
  - a. comparing the difference in the volume of water produced versus the volume of water sold
  - b. analyzing the amount of water that is metered for non-sale purposes, such as flushing or backwashing filter
  - c. routinely testing water meters to ensure that they are accurately measuring the volume of water passing through the meters
2. When the accountability drops below 70%, the Authority will attempt to identify the nature of the water losses, and take steps towards improving the accountability. By improving the accountability, it is anticipated that the goals of these water conservation measures can be accomplished.

**Section 11. ENFORCEMENT**

- A. Any person who violates the provisions of this policy, who fails to carry out duties and responsibilities imposed by this policy, or who impedes or interferes with any action undertaken or ordered pursuant to this policy shall be subject to the following penalties:
  1. If the Authority learns of any violation of any water use restriction imposed pursuant to this policy, a written notice shall be provided to the customer on record for the property where the violation occurred and to any other person known to the Authority who is responsible for the violation or its correction. Said notice shall describe the violation and order that it be corrected, cured, or abated immediately or within such specified time as the Authority determines is reasonable under the circumstances. If the order is not complied with, the Authority may restrict or terminate water service to the customer subject to the following procedures:
    - a. The Authority shall give the customer notice by mail, email, or messenger that, due to the violation, water services will be restricted or discontinued within a specified time. The customer will have the opportunity to appeal restriction or termination by requesting a hearing scheduled before the Board of Directors of the Authority.
    - b. If such a hearing is requested by the customer charged with the violation, he or she shall be given a full opportunity to be heard before restriction or termination is ordered.
    - c. The Board of Directors shall make finding of fact and order whether service should continue or be terminated or restricted.
  2. The Authority's standard Reconnection Fee shall be paid for the reconnection of any water service restricted or terminated due to the violation of any of the terms of this policy.

**Section 12. SEVERABILITY**

If any provision of this policy is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the policy and its applicability to other persons and circumstances shall not be affected thereby.

**DROUGHT RESPONSE AND WATER CONSERVATION PLAN****Section 13. REFERENCES**

The Bedford County Code related to this policy can be found under § 18-400 - Conservation of Water During Emergencies.

**Section 14. DEFINITIONS**

- A. "Advisory": as the term is used in this policy, shall mean that conditions exist which indicate the potential for serious water supply shortages.
- B. "Alert": as the term is used in this policy, shall mean that water supplies (from all available sources) are consistently below seasonal averages and, if they continue to decline, may not be adequate to meet normal needs; or a contamination situation exists that may threaten water quality.
- C. "Authority": the Bedford Regional Water Authority.
- D. "Commercial Customer": as the term is used in this policy, shall mean commercial, industrial, institutional, public, and all other such users, with the exception of hospitals and health care facilities.
- E. "Contamination": as the term is used in this policy, shall mean the addition to any watershed, reservoir, storage tank, well, well recharge area, or distribution system of any material that appears in an above-normal concentration or has high nuisance or harmful effect on the consumer or the system.
- F. "Customer": as the term is used in this policy, shall mean any person using water for any purpose from the Authority's water distribution system and for which either a regular charge is made or, in the case of bulk sales, a cash charge is made at the point of delivery.
- G. "Emergency": as the term is used in this policy, shall mean that water supplies are below the level necessary to meet normal needs and that serious shortages exist in the area, or water quality has been threatened due to a contamination situation.
- H. "Excessive Use": as the term is used in this policy, shall mean the usage of water by a water customer in excess of the water allotment provided under the water rationing provisions of this policy for that customer, over any applicable period.
- I. "May" is permissive.
- J. "Rationing": as the term is used in this policy, shall mean procedures established to provide for the equitable distribution of critically-limited water supplies, in order to balance demand and limited available supplies, and to ensure that sufficient water is available to preserve public health and safety.

#### **DROUGHT RESPONSE AND WATER CONSERVATION PLAN**

- K. "Reclaimed Water": as the term is used in this policy shall mean wastewater which has been treated to allow reuse.
- L. "Service Interruption": as the term is used in this policy shall mean the temporary suspension of water supply, or reduction of pressure below that required for adequate supply, to any customer, portion of a water supply, or entire system.
- M. "Shall" is mandatory.
- N. "Waste of Water": as the term is used in this policy, includes, but is not limited to, (1) permitting water to escape down a gutter, ditch, or other surface drain; or (2) failure to repair a controllable leak of water due to defective plumbing.
- O. "Wastewater": as the term is used in this policy, shall mean water which has been previously used for industrial, municipal, domestic, or other purpose, and has not been returned to the surface or groundwater source.
- P. "Water": as the term is used in this policy, shall mean water available to the Authority for treatment or any treated water introduced by the Authority into its water distribution system, including water offered for sale.

#### **Section 15. REVISIONS**

- A. This policy was approved and adopted by the Authority's Board of Directors on July 15, 2014.



**WATER EMERGENCY – REGULATORY NOTIFICATION****Section 1. PURPOSE**

The Virginia Department of Health (VDH) Division of Drinking Water (DDW) has established the Emergency Contact Call Number for use after normal working hours. The Bedford Regional Water Authority (“Authority”) will utilize this emergency contact phone number in the case of an emergency related to drinking water.

**Section 2. POLICY**

- A. The Emergency Contact Call number for VDH-DDW is **1-800-608-3212**.
- B. The Authority will contact the VDH when an emergency occurs related to drinking water; descriptions of emergency situations are shown in the following section of this policy. The call number will allow a message to be delivered to a beeper unit. A VDH staff person will return the call immediately and transmit the needs directly to the appropriate DDW Field Office employee for assistance.

**Section 3. USE**

- A. The Emergency Contact Call Number should be used:
  - 1. Only on weekends, state holidays, and after normal working hours on Monday through Friday (8:00 a.m. to 5:00 p.m.);
  - 2. To report natural disaster impacts;
  - 3. To report water outages within the system;
  - 4. To report terrorist/security breaches;
  - 5. To consult with the Commissioner within 24 hours after the owner learns of the violation of the Surface Water Treatment Rule (SWTR) or Interim Enhanced Surface Water Treatment Rule (IESWTR) treatment technique requirement resulting from a single exceedance of the maximum allowable turbidity limit of 1 NTU; or
  - 6. To report:
    - a. Violation of the PMCL for total coliforms when fecal coliform or E. coli are present in the distribution system;
    - b. Failure to test for fecal coliforms or E. coli when any repeat sample tests positive for coliform;
    - c. Violation of the PMCL for nitrate, nitrite, or total nitrate and nitrite;
    - d. Failure to take a confirmation sample within 24 hours of the waterworks receipt of the first sample showing an exceedance of the nitrate or nitrite PMCL;
    - e. Exceedance of the nitrate PMCL by non-community waterworks, where the Commissioner has permitted the waterworks to exceed the PMCL;
    - f. Violation of the MRDL for chlorine dioxide when one (1) or more samples taken in the distribution system the day following an exceedance of the MRDL at the entry point of the distribution system exceed the MRDL;
    - g. Failure to monitor chlorine dioxide residuals in the distribution system;
    - h. Occurrence of a waterborne disease outbreak or other waterborne emergency (such as a failure or significant interruption in key water treatment processes, a natural disaster that

#### WATER EMERGENCY – REGULATORY NOTIFICATION

disrupts the water supply or distribution system, or a chemical spill or unexpected loading of possible pathogens into the source water that significantly increases the potential for drinking water contamination); or

- i. Other violations or situations with significant potential to have serious adverse effects on human health as a result of short-term exposure. Public notification requirements will be determined by the Commissioner.

#### Section 4. REVISIONS

- A. This policy was approved and adopted by the Authority's Executive Director on July 15, 2014.

**SEWER OVERFLOW – REGULATORY NOTIFICATION****Section 1. PURPOSE**

This policy is to provide for the proper procedures to be followed by the Bedford Regional Water Authority (“Authority”) when a sewer overflow occurs.

**Section 2. PROCEDURES**

- A. The cause of the overflow must be located and corrected by the Authority. Proper safety procedures must be followed and the proper Personal Protection Equipment (PPE) must be worn by Authority employees during all repairs. Any necessary clean-up must be performed once the problem has been corrected.
- B. All sewer overflows must be documented by the Authority personnel investigating the overflow.
  - 1. A “Sewer Overflow Reporting Form” must be completed. A sample of the form is provided as part of this policy.
  - 2. GPS Coordinates must be obtained, from the online GIS or by other means, and they must be included on the reporting form.
  - 3. Digital Photos must be taken of all overflows and included in the report.
  - 4. A Work Order will be completed clearly marked “Overflow.”
- C. The Operations Manager shall be notified of all sewer overflows.
- D. Lynchburg City shall be notified by the Operations Manager of any overflows that occur in the Forest Sewer service area which flows to the City of Lynchburg.
- E. All overflows are reported to the Roanoke office of the Department of Environmental Quality (DEQ).
  - 1. A verbal report must be called into DEQ by the Operations Manager within one (1) working business day after the time of the overflow.
  - 2. A written report must be submitted to DEQ by the Operations Manager within five (5) working business days after the time of the overflow.

**Section 3. REVISIONS**

- A. This policy was approved and adopted by the Authority’s Executive Director on July 15, 2014.

< See next page for continuation >



# OPERATING POLICY MANUAL

Chapter: Emergency Response  
Document Number: 12.20  
Page 2 of 3

Issue (Effective) Date: July 15, 2014  
Approval Date: July 15, 2014  
Approved By: Executive Director

## SEWER OVERFLOW – REGULATORY NOTIFICATION

DATE:	INVESTIGATED BY:	WORK ORDER NO(s):
I. LOCATION: (address)		
BASIN /TRUNK NAME:	Public Sewer    Yes    No                      Private Sewer    Yes    No	
CAUSE: Grease            Yes    No Roots            Yes    No Debris           Yes    No Defect / Collapse    Yes No Vandalism    Yes    No	MAP REFERENCE: GPS Coordinates: _____ Upstream MH NO: _____ Overflowing MH NO: _____ Downstream MH NO: _____	MAP REFERENCE (cont.): HOUSE CONN.:    Yes    No CLEANOUT?        Yes    No CSO ? _____ ID CATCH BASIN?            Yes No
FURTHER COMMENTS:		
IMPACTS TO WATER OBSERVED:		

# OPERATING POLICY MANUAL