



# Board of Directors Meeting & Public Hearing

June 23, 2020

2:00pm

## BOARD OF DIRECTORS

### Regular Meeting of the Board of Directors of Rivanna Solid Waste Authority

**DATE:** June 23, 2020  
**LOCATION:** Virtually via ZOOM  
**TIME:** 2:00 p.m.

### AGENDA

1. **CALL TO ORDER**
2. **STATEMENT FROM THE CHAIR**
3. **MINUTES OF PREVIOUS BOARD MEETING**
  - a. *Minutes of the Regular Meeting of the Board on May 26, 2020*
4. **RECOGNITION**
5. **EXECUTIVE DIRECTOR'S REPORT**
6. **ITEMS FROM THE PUBLIC**
7. **RESPONSES TO PUBLIC COMMENTS**
8. **CONSENT AGENDA**
  - a. *Staff Report on Finance*
  - b. *Staff Report on Ivy Material Utilization Center/Recycling Operations Update*
  - c. *FY 2021 Personnel Management Plan Revisions*
  - d. *Purchasing Manual and Policy Updates*
  - e. *Award of Professional Services Contracts for Landfill Engineering and Groundwater Services– Draper Aden Associates; Geosyntec Consultants*
9. **OTHER BUSINESS**
  - a. *Presentation and Public Hearing: Rate Resolution Approval and Adoption of FY 2020-2021 Budget; Bill Mawyer, Executive Director*

***10. OTHER ITEMS FROM BOARD/STAFF NOT ON AGENDA***

***11. CLOSED MEETING***

***12. ADJOURNMENT***

## GUIDELINES FOR PUBLIC COMMENT AT VIRTUAL RIVANNA BOARD OF DIRECTORS MEETINGS

If you wish to address the Rivanna Board of Directors during the time allocated for public comment, please use the chat feature in the Zoom Meeting interface.

Members of the public who submit comments will be recognized during the specific time designated on the meeting agenda for “Items From The Public.” The comment(s) will be read aloud to the Board of Directors only during this agenda items, so comments must be received prior to the end of this agenda item. The comments will be read by the Rivanna Authority’s Executive Coordinator/Clerk of the Board.

If you would like to submit a comment, please keep in mind that Board of Directors meetings are formal proceedings and all comments are recorded on tape. In order to give all who, wish to submit a comment proper respect and courtesy, the Board requests that commenter follow the following guidelines:

- Submit your comment prior to the start of or during the “Items from the Public” section of the Agenda.
- In your comment, state your full name and address and your organizational affiliation if commenting for a group;
- Address your comments to the Board as a whole;
- State your position clearly and succinctly and give facts and data to support your position;
- Be respectful and civil in all interactions at Board meetings;
- The Board will have the opportunity to address public comments after the public comment session has been closed;
- At the request of the Chairman, the Executive Director may address public comments after the session has been closed as well; and
- As appropriate, staff will research questions by the public and respond through a report back to the Board at the next regular meeting of the full Board. It is suggested that citizens who have questions for the Board or staff submit those questions in advance of the meeting to permit the opportunity for some research before the meeting.

The agendas of Board meetings, and supporting materials, are available from the RWSA Administration office upon request or can be viewed on the Rivanna website.

Rev. May 20, 2020



## CALL TO ORDER

## STATEMENT OF CHAIR TO OPEN MEETING

This is Mike Gaffney, Chair of the Rivanna Solid Waste Authority.

I would like to call the June 23, 2020 meeting of the Board of Directors to order.

Notwithstanding any provision in our Bylaws to the contrary, as permitted under the City of Charlottesville's Continuity of Government Ordinance adopted on March 25, 2020, Albemarle County's Continuity of Government Ordinance adopted on April 15<sup>th</sup>, 2020, and Chapter 1283 of the 2020 Acts of the Virginia Assembly effective April 24, 2020, we are holding this meeting by real time electronic means with no board member physically present at a single, central location.

All board members are participating electronically. This meeting is being held pursuant to the second resolution of the City's Continuity of Government Ordinance and Section 6(e) of the County's Continuity of Government Ordinance. All board members will identify themselves and state their physical location by electronic means during the roll call which we will hold next. I note for the record that the public has real time audio-visual access to this meeting over Zoom as provided in the lawfully posted meeting notice and real time audio access over telephone, which is also contained in the notice. The public is always invited to send questions, comments, and suggestions to the Board through Bill Mawyer, the Authority's Executive Director at any time.

## ROLL CALL:

Mr. Oberdorfer: Please state your full name and location.

Dr. Palmer: Please state your full name and location.

Dr. Richardson: Please state your full name and location.

Mr. Richardson: Please state your full name and location.

Mr. Snook: Please state your full name and location.

Mr. Stewart: Please state your full name and location.

And I am Mike Gaffney and I am located at \_\_\_\_\_.

Joining us today electronically are the follow Authority staff members:

Bill Mawyer, Executive Director

Lonnie Wood, Director of Finance & Administration

Phil McKalips, Director of Solid Waste

Jennifer Whitaker, Director of Engineering & Maintenance

Betsy Nemeth, Human Resources Manager

Katie McIlwee, Communications Manager & Executive Coordinator

We are also joined electronically by Kurt Krueger, counsel to the Authority.



1 **RSWA BOARD OF DIRECTORS**  
2 **Minutes of Regular Meeting**  
3 **May 26, 2020**  
4

5 A regular meeting of the Rivanna Solid Waste Authority (RSWA) Board of Directors was held  
6 on Tuesday, May 26, 2020 at 2:00 p.m. virtually via Zoom.  
7

8 **Board Members Present:** Mike Gaffney, Dr. Liz Palmer, Jeff Richardson, Lance Stewart, Paul  
9 Oberdorfer, Dr. Tarron Richardson, Lloyd Snook.  
10

11 **Board Members Absent:** None.  
12

13 **Rivanna Staff Present:** Bill Mawyer, Katie McIlwee, Lonnie Wood, Jennifer Whitaker, Phil  
14 McKalips.  
15

16 **Attorney(s) Present:** Kurt Krueger.  
17

18 **Also Present:** Access to the meeting was available via Zoom for members of the public and  
19 media representatives.  
20

21 **1. CALL TO ORDER**

22 Mr. Gaffney convened the May 26, 2020 regular meeting of the Board of Directors of the Rivanna  
23 Solid Waste Authority at 2:02 p.m.  
24

25 **2. STATEMENT FROM THE CHAIR**

26 Mr. Gaffney stated that notwithstanding any provision in the bylaws to the contrary, as permitted  
27 under the City of Charlottesville's Continuity of Government Ordinance adopted on March 25,  
28 2020, and under Albemarle County's Continuity of Government Ordinance adopted on April 25,  
29 2020, and under Chapter 1283 of the 2020 Acts of the Virginia Assembly effective April 24, 2020,  
30 they were holding this meeting by real-time electronic means with no Board member physically  
31 present in a single, central location.  
32

33 Mr. Gaffney stated all Board members are participating electronically. He stated this meeting was  
34 being held pursuant to the second resolution of the City's Continuity of Government Ordinance and  
35 Section 6(e) of the County's Continuity of Government Ordinance. He stated all Board members  
36 will identify themselves and state their physical location by electronic means during the roll call,  
37 which would be held next.  
38

39 Mr. Gaffney noted, for the record, that the public has real-time audio/visual access to this meeting  
40 over Zoom as provided in the lawfully open meeting notice, and real-time audio access over  
41 telephone, which was also contained in the notice. He stated the public is always invited to send  
42 questions, comments, and suggestions to the Board through Mr. Bill Mawyer, the Authority's  
43 Executive Director, at any time.  
44

45 Mr. Gaffney called the roll call.  
46

47 Mr. Paul Oberdorfer stated he was located at Craig Myrtle Drive in Louisa County.

48 Dr. Elizabeth Palmer stated she was located on Mechum Banks Drive in Albemarle County.

50  
51 Dr. Tarron Richardson stated he was located on Main Street in Charlottesville.

52  
53 Mr. Jeff Richardson stated he was located at 15 Lark Hill Lane in Arden, North Carolina.

54  
55 Mr. Lloyd Snook stated he was located at 408 East Market Street in Charlottesville.

56  
57 Mr. Mike Gaffney stated he was located at 3180 Dundee Road in Earlysville.

58  
59 Mr. Gaffney stated the following Authority staff members were joining the meeting: Bill Mawyer  
60 (Executive Director), Lonnie Wood (Director of Finance and Administration), Phil McKalips  
61 (Director of Solid Waste), Jennifer Whitaker (Director of Engineering and Maintenance), Katie  
62 McIlwee (Communications Manager).

63  
64 Mr. Gaffney stated they were also joined electronically by Mr. Kurt Krueger (Counsel to the  
65 Authority).

66  
67 **3. RESOLUTION OF THE RIVANNA SOLID WASTE AUTHORITY AUTHORIZING**  
68 **THE ADOPTION OF PROCEDURES FOR ELECTRONIC PUBLIC MEETINGS AND**  
69 **PUBLIC HEARINGS AND MODIFICATION OF PROCUREMENT PROCEDURES TO**  
70 **ENSURE THE CONTINUITY OF GOVERNMENT DURING THE COVID-19 PANDEMIC**  
71 **DISASTER**

72 Mr. Gaffney stated this resolution: (i) approves conducting the meeting and future meetings  
73 electronically, consistent with the City’s Continuity of Government Ordinance (adopted on March  
74 25), the County’s Continuity of Government Ordinance (adopted on April 15), and Chapter 1283 of  
75 the 2020 Acts of the Virginia General Assembly (effective April 24); (ii) approves conducting the  
76 public hearings required for adoption of budgets and rate settings; and (iii) permits the Executive  
77 Director to modify the requirements or procedures for procurements not directly related to the  
78 COVID-19 disaster after giving reasonable notice to make the public aware of those modifications.

79  
80 Mr. Gaffney noted that the public notice for this meeting was given in conformity with those  
81 ordinances.

82 **RESOLUTION OF RIVANA SOLID WASTE AUTHORITY**

83  
84 **AUTHORIZING THE ADOPTION OF PROCEDURES FOR ELECTRONIC PUBLIC**  
85 **MEETINGS AND PUBLIC HEARINGS AND MODIFICATION OF PROCUREMENT**  
86 **PROCEDURES TO ENSURE THE CONTINUITY OF GOVERNMENT DURING**  
87 **THE COVID-19 PANDEMIC DISASTER**

88  
89 **WHEREAS**, on March 12, 2020, Governor Ralph S. Northam issued Executive  
90 Order Fifty-One declaring a state of emergency for the Commonwealth of Virginia arising from the  
91 novel Coronavirus (COVID-19) pandemic; and

92 **WHEREAS**, Executive Order Fifty-One acknowledged the existence of a public health  
93 emergency which constitutes a disaster as defined by Virginia Code § 44-146.16 arising from the  
94 public health threat presented by a communicable disease anticipated to spread; and

95 **WHEREAS**, Executive Order Fifty-One ordered implementation of the Commonwealth of  
96 Virginia Emergency Operations Plan, activation of the Virginia Emergency Operations Center to

97 provide assistance to local governments, and authorization for executive branch agencies to waive  
98 “any state requirement or regulation” as appropriate; and

99 **WHEREAS**, on March 13, 2020, the President of the United States declared a national  
100 emergency, beginning March 1, 2020, in response to the spread of COVID-19; and

101 **WHEREAS**, on March 11, 2020, the World Health Organization declared the COVID-19  
102 outbreak a pandemic; and

103 **WHEREAS**, on March 12, 2020, the Charlottesville City Council approved the declaration  
104 of a local emergency and the City Manager and Director of Emergency Management issued a  
105 declaration of local emergency on March 12, 2020; and

106 **WHEREAS**, on March 17, 2020, the Albemarle County Board of Supervisors confirmed  
107 the declaration of local emergency because of the COVID-19 pandemic made by the County  
108 Executive, acting as the Director of Emergency Management on March 12, 2020; and,

109 **WHEREAS**, on March 18, 2020, the Albemarle County Board of Supervisors consented to  
110 the County Executive, acting as the Director of Emergency Management, issuing an amended  
111 declaration of local emergency to refer to the COVID-19 pandemic as not only an emergency, but  
112 also as a “disaster” as the Governor had included in Executive Order Fifty-One, and the County  
113 Executive issued the amended declaration on March 20, 2020; and

114 **WHEREAS**, Virginia Code § 15.2-1413 provides that, notwithstanding any contrary  
115 provision of law, a locality may, by ordinance, provide a method to assure continuity of government  
116 in the event of a disaster for a period not to exceed six months; and

117 **WHEREAS**, on March 25, 2020, the Charlottesville City Council, pursuant to Virginia  
118 Code § 15.2-1413, adopted an Ordinance to Modify Deadlines, Modify Public Meeting and Public  
119 Hearing Practices and Procedures to Address Continuity of Operations Associated with the  
120 Pandemic Disaster (the “City Emergency Ordinance”); and

121 **WHEREAS**, on March 27, 2020, the Albemarle County Board of Supervisors, pursuant to  
122 Virginia Code § 15.2-1413, adopted an Emergency Ordinance to Ensure the Continuity of  
123 Government During the COVID-19 Disaster; and

124 **WHEREAS**, on April 15, 2020, the Albemarle County Board of Supervisors, pursuant to  
125 Virginia Code § 15.2-1413, adopted an Ordinance to Ensure the Continuity of Government During  
126 the COVID-19 Disaster, modifying its earlier ordinance adopted on March 27, 2020 (the “County  
127 Emergency Ordinance” and collectively, with the City Emergency Ordinance, the “Emergency  
128 Ordinances”, and individually, the “Emergency Ordinance”); and

129 **WHEREAS**, through its respective Emergency Ordinance, the Charlottesville City Council  
130 and the Albemarle County Board of Supervisors specifically found that COVID-19 constitutes a  
131 real and substantial threat to public health and safety and constitutes a “disaster” as defined by  
132 Virginia Code § 44-146.16 being a “communicable disease of public health threat” and

133 **WHEREAS**, through its respective Emergency Ordinance, the Charlottesville City Council  
134 and the Albemarle County Board of Supervisors further found that the COVID-19 pandemic makes  
135 it unsafe to assemble in one location a quorum for public bodies including its respective boards,  
136 commissions and authorities (collectively the “Public Entities”), or for such Public Entities to  
137 conduct meetings in accordance with normal practices and procedures; and

138 **WHEREAS**, on April 24, 2020, Governor Northam approved an amendment to House Bill  
139 29, the Budget Bill, enacted as Chapter 1283 of the 2020 Acts of the Virginia General Assembly,  
140 Part 4: General Provisions, Section 4-0.00 Operating Policies, subparagraph g., effective on such  
141 date, permitting any public body, including any state, local, regional, or regulatory body, or certain  
142 governing boards, to meet by electronic communication means without a quorum of the public body  
143 and any member of the governing board physically assembled at one location when the Governor  
144 has declared a state of emergency, subject to certain conditions and procedures;

145 **WHEREAS**, through its respective Emergency Ordinance, the Charlottesville City Council  
146 and the Albemarle County Board of Supervisors adopted certain procedures to ensure the continuity



147 of government during the COVID-19 Pandemic disaster (such procedures together with the  
148 Operating Policies set forth in Part 4 of Chapter 1283 of the 2020 Acts of the Virginia General  
149 Assembly, hereinafter collectively referred to as the “Continuity Procedures”), suspended any  
150 deadlines applicable to Public Entities and their staff during the COVID-19 disaster, and authorized  
151 Public Entities, at their discretion, to postpone non-emergency public hearings and action items  
152 during the disaster; and

153 **WHEREAS**, the Rivanna Solid Waste Authority, being a public body created by concurrent  
154 resolutions of the City of Charlottesville and the County of Albemarle pursuant to the Virginia  
155 Water and Waste Authorities Act (Virginia Code Section 15.2-5100 *et seq.*) and whose Board  
156 members are appointed by the City of Charlottesville and the County of Albemarle, is a Public  
157 Entity included within the scope of each of the Emergency Ordinances adopted by the City of  
158 Charlottesville and the County of Albemarle and a local body under Chapter 1283 of the 2020 Acts  
159 of the Virginia General Assembly.

160 **NOW, THEREFORE, BE IT RESOLVED** that the Rivanna Solid Waste Authority  
161 hereby incorporates by reference and adopts the Continuity Procedures prescribed in each of the  
162 respective Emergency Ordinances adopted by the City of Charlottesville and the County of  
163 Albemarle, and in Chapter 1283 of the 2020 Acts of the Virginia General Assembly copies of which  
164 are attached hereto; and

165 **BE IT FURTHER RESOLVED** that the Rivanna Solid Waste Authority hereby authorizes  
166 and directs its officers and staff to take all steps reasonably necessary or appropriate to implement  
167 such Continuity Procedures and to develop any specific procedures as applicable and appropriate for  
168 the Rivanna Solid Waste Authority, provided that such specific procedures are consistent with the  
169 terms and conditions of the Emergency Ordinances, including modification of the requirements or  
170 procedures for procurements not directly related to the COVID-19 disaster, notwithstanding any  
171 provision in its Bylaws or its Procurement Manual to the contrary, and

172 **BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon  
173 adoption and shall remain in effect during the pendency of both Emergency Ordinances including  
174 for any applicable period upon the re-adoption of the Emergency Ordinances by the Charlottesville  
175 City Council or the Albemarle County Board of Supervisors and during the pendency of the  
176 emergency declaration by the Governor of Virginia.

177  
178 **Dr. Palmer moved that the board adopt the resolution authorizing the procedures for an**  
179 **electronic public meetings and public hearings, and granting the Executive Director the**  
180 **authority to modify procurement procedures to ensure the continuity of government during**  
181 **the COVID-19 pandemic disaster. The motion was seconded by Mr. Snook, and passed**  
182 **unanimously (6-0). (Mr. Stewart was late to the meeting and absent from this vote.)**  
183

#### 184 **4. ELECTION OF CHAIR, VICE CHAIR & SECRETARY-TREASURER**

185 Mr. Gaffney stated he was currently Chair, Mr. Richardson was Vice Chair, and Dr. Richardson  
186 was Secretary-Treasurer.

187  
188 Mr. Krueger stated in the past, they have alternated the Vice Chair and Secretary-Treasurer roles  
189 between the City Manager and the County Executive so that for two years, one serves as the Vice  
190 Chair of Solid Waste, for instance, and the other serves as Secretary-Treasurer and then vice-versa  
191 for the next two years. He stated although the board did not have to do this, this is traditionally what  
192 has been done.

193  
194 Mr. Krueger stated in this case, if they did want to follow that tradition, they would have Dr.  
195 Richardson serve as the Vice Chair, and Mr. Richardson serve as the Secretary-Treasurer for Solid  
196 Waste. He stated they would then flip that when they do the election for Water and Sewer

197 Authority. He stated a motion would be needed for this, and that one motion could be used for all  
198 three positions.

199  
200 **Dr. Palmer moved that the board elect Mike Gaffney as Chair, Dr. Richardson as Vice Chair,**  
201 **and Mr. Richardson as Secretary-Treasurer. The motion was seconded by Mr. Snook, and**  
202 **passed unanimously (6-0). (Mr. Stewart was late to the meeting and absent from this vote.)**  
203

204 At 2:11 p.m., Mr. Lance Stewart arrived to the meeting, noting he was located at 401 McIntire Road  
205 in Charlottesville.

## 206 207 **5. MINUTES OF PREVIOUS BOARD MEETING**

208 *Minutes of the Special Meeting of the Board on February 25, 2020*

209 Mr. Gaffney asked board members if they had comments or changes.  
210

211 **Dr. Palmer moved that the board approve the minutes of the previous board meeting. The**  
212 **motion was seconded by Mr. Richardson, and passed unanimously (6-0). (Mr. Gaffney**  
213 **abstained, as he was not in attendance at the February 25, 2020 meeting.)**  
214

## 215 **6. RECOGNITIONS**

216 There were no recognitions.  
217

## 218 **7. EXECUTIVE DIRECTOR'S REPORT**

219 Mr. Mawyer stated he was excited to attend the first virtual meeting of the Rivanna Solid Waste  
220 Authority, noting it was likely the first in the history of the Authority. He thanked Mr. Lonnie Wood  
221 and his technology staff (Mr. Steve Miller and Mr. John Hull) as well as Ms. Katie McIlwee. He  
222 stated they had a consultant (Spectrum Integrators) for making this all possible. He stated he  
223 appreciated the board members practicing last week, and things were going great.  
224

225 Mr. Mawyer thanked the staff of the RSWA. He stated the refuse and recycling services are  
226 essential services, and that all staff have worked their normal days and shifts. He stated 16 of the 18  
227 Solid Waste employees have been on their normal jobs, performing transfer, refuse, and recycling  
228 duties at the Ivy Facility, McIntire, and Paper Sort. He stated they did have two employees that  
229 worked very closely in the scale house, and their schedules were staggered to provide social  
230 distancing, and so those were the only two exceptions to the claim that they all worked their normal  
231 shifts. He expressed his appreciation for staff's efforts to keep the Authority going during the  
232 pandemic.  
233

234 Mr. Mawyer noted that use of the transfer facilities is continuing at a normal clip. He stated they had  
235 over 5,000 vehicles visit Ivy in March as well as in April, and were still averaging well over 90 tons  
236 per day in municipal waste and construction debris.  
237

238 Mr. Mawyer stated the recycling program was recognized in March by the Charlottesville Award  
239 program, which recognized the Ivy MUC with a 2020 Best of Charlottesville Award in the category  
240 of Recycling.  
241

242 Mr. Mawyer stated the normal Household Hazardous Waste, Bulk Waste, and Electronic Amnesty  
243 Days were rescheduled to start on June 13. He stated MXI Environmental is their consultant who is  
244 on the site that helps manage the process. He stated they feel confident about this drive-thru process  
245 for residents to deliver goods. He stated they will have the events on the dates scheduled, somewhat

246 regardless of when the Governor decides to move to Phase II of the recovery. He stated they were  
247 very hopeful they would maintain this schedule, starting June 13 and running through mid-July.  
248

249 Dr. Palmer thanked all the employees who worked so diligently through the pandemic on their  
250 normal schedule.

251  
252 Mr. Richardson agreed, thanking staff for dedication and focus.  
253

254 Mr. Gaffney stated these sentiments could be passed on from the entire board.  
255

256 Mr. Mawyer stated staff has done a great job, with no complaints from the public, no illnesses, and  
257 business as usual.  
258

## 259 **8. ITEMS FROM THE PUBLIC**

260 Mr. Gaffney opened Items from the Public. Hearing none, he closed the Items from the Public  
261 portion of the meeting.  
262

## 263 **9. RESPONSES TO PUBLIC COMMENT**

264 As there were no public comments, there were no responses.  
265

## 266 **10. CONSENT AGENDA**

267 *a. Staff Report on Finance*

268 *b. Staff Report on Ivy Material Utilization Center/Recycling Operations Update*

269 *c. Authorization for Vegetative Waste Grinding, Green Waste Recycling*

270 **Dr. Palmer moved that the board approve the consent agenda. The motion was seconded by**  
271 **Mr. Snook, and passed unanimously (7-0).**  
272

## 273 **11. OTHER BUSINESS**

274 *a. Presentation: Introduction of Fiscal Year 2020-2021 Budget, and Adoption of Preliminary*  
275 *Rate Resolution; Bill Mawyer, Executive Director*

276 Mr. Mawyer stated they looked forward to another exciting year in FY 20-21. He stated they are  
277 proposing an expenses budget of \$5.15 million. He presented pictures for the board.

278 Mr. Mawyer stated that before moving into FY 21, they would like to celebrate the good things that  
279 happened in FY 20. He stated they got the “Don’t Chuck a Shuck” program started at McIntire, as  
280 well as the pizza box recycling program, that has been wildly popular. He stated they also added the  
281 used cooking oil program there. He stated they looked forward to completing the new Ivy MUC  
282 Convenience Center by the end of next month.

283 Mr. Mawyer stated the new Ivy Convenience Center would be located below the barn. He stated  
284 they would construct a new access road, through the grassy area. He stated Faulconer Construction  
285 is underway, building that access road and making other improvements to get the convenience  
286 center set up.

287 Mr. Mawyer stated the board was provided with a forestry management plan many months ago, and  
288 that a forester has been hired to help assess the forested area and put together a program to manage  
289 forestry areas around the landfill. He stated they would continue their bulky waste, HHW, e-waste,  
290 and mulch programs. He stated they started a new pilot program for compost, bringing compost  
291 back from McGill in Waverly (the same place they take food waste and biosolids) for sale at Ivy. He  
292 stated they look forward to seeing how that program will grow.

293 Mr. Mawyer stated expenses projected for next year are \$5.15 million. He presented a pie chart,  
294 noting that one slice represented operations of clean fill and other services. He stated another slice  
295 represented the transfer operation, which was the largest section of the budget (at 48%). He stated  
296 another slice represented recycling, which was 14% of the budget, at \$700,000. He stated another  
297 slice was for the environmental programs for gas, air, and those associated with closed cells, which  
298 was a little over \$1 million. He stated a new slice was added to the budget, which was the new  
299 convenience center, at about \$300,000.

300 Mr. Mawyer stated the budget was \$5.15 million, which would be a net increase of about \$442,000,  
301 largely for the transfer operation, convenience center, and recycling programs. He stated in terms of  
302 net budget, the expense budget was going up \$900,000 (or a 21% increase), while revenues would  
303 also increase 24% (or about \$467,000). He stated there is a net budget increase of \$442,000.

304 Mr. Mawyer stated they cover their allocation of the difference between expenses and revenue  
305 through the local agreements. He stated the County budget for that is just over \$2 million through  
306 FY 21. He stated the City allocation is \$446,000. He stated UVA contributes to environmental  
307 expenses, and by contract, they have agreed to pay almost \$80,000. He stated they are contributing  
308 \$200,000 from the reserve RSWA funds towards the environmental programs, which will offset  
309 some of the costs.

310 Mr. Mawyer stated he worked closely with Mr. Stewart and Mr. Oberdorfer as they went through  
311 the budget, in view of the pandemic issues and budget cuts, to reassess all budget items over the last  
312 month.

313 Mr. Mawyer stated compared to the current year, next year is almost about \$1 million higher (just  
314 over \$900,000). He stated this was driven by the new convenience center, which is a new program  
315 at \$300,000. He stated they anticipate that the transfer operation expenses will increase almost  
316 \$500,000. He stated recycling revenues will likely drop. He stated all of this contributed to the \$1  
317 million expense increase they are seeing and the difference between the two budget years.

318 Mr. Mawyer stated what is driving the net budget increase of just over \$400,000 was the new  
319 convenience center, which was netting about \$280,000 on the expense side. He stated they have  
320 increased recycling expenses (due to the decreased product values) of around \$100,000. He stated  
321 they do have some increase to operating expenses for wood grinding, and as they are getting more  
322 equipment, they have a higher equipment depreciation. He stated this was generally how they  
323 arrived at the net increase of \$442,000.

324 Mr. Mawyer stated that in the Authority's 15-year budget history, the budget has been increasing for  
325 the last several years and is now above the average for the last 15 years, but still far below where  
326 Solid Waste was in 2008 (at \$9.2 million). He stated one could see in the history a decline, leveling,  
327 and now an increase in the focus on Solid Waste.

328 Mr. Mawyer stated the programs or cost centers include the operations program (yard and  
329 vegetative waste, tires, and clean fill). He stated there is a bulky waste program for the County, and  
330 that the City pays its expenses directly based on City customers bringing items to those events.

331 Mr. Mawyer stated transfer operation is a 100% County-funded program, and it pays for the  
332 Authority's staff, maintenance, and contract costs to transport the refuse and dispose of municipal  
333 waste and construction debris.

334 Mr. Mawyer stated recycling is a joint program between the County and the City, by contract. He  
335 stated 70% is funded by the County, and 30% by the City. He stated this pays for the McIntire  
336 Recycling Center and the Paper Sort facility.

337 Mr. Mawyer stated they also have an environmental program, focused generally where the landfill  
338 began many years ago. He stated all the cells are closed now, but they are required to monitor the  
339 ground water. He stated there are ground water wells and gas wells. He stated this cost center also

340 funds the e-waste disposal program, HHW, paint disposal, and funds any repair and maintenance  
341 they need to do to maintain the landfill caps. He stated this is the program in which UVA  
342 participates, and also where reserve funds have been contributed to help minimize some of the costs  
343 of this program for FY 21.

344 Mr. Mawyer stated the new cost center is the Ivy MUC Recycling Convenience Center, where  
345 revenues are projected of about \$20,000. He stated the total net program costs are \$280,000, which  
346 is funded by the County.

347 Mr. Mawyer stated that with respect to the entire budget, the total City allocation was \$446,000, the  
348 County's was just over \$2 million, and UVA's was about \$80,000, with \$200,000 being contributed  
349 by Rivanna's reserves.

350 Mr. Mawyer stated there is a small increase in health insurance costs for the Authority's staff (about  
351 \$25,000). He stated they are proposing 1.5 full-time employees to staff the new convenience center  
352 at a cost of about \$70,000. He stated otherwise, there are no additional programs or costs for  
353 operating Solid Waste other than those costs of processing materials.

354 Mr. Mawyer stated there was no change to the schedule of fees, except that they were adding the  
355 compost fee of \$75 per ton for the new pilot program, which is what they would charge customers  
356 to purchase the compost.

357 Dr. Palmer asked about what they were bringing back from McGill in terms of the bagged compost  
358 that would be sold. She stated she recognized the trucking isn't a problem, as they are putting the  
359 compost on the trucks coming back after they deliver the biosolids. She asked if they were incurring  
360 any charge from McGill for that bagged compost.

361 Mr. Mawyer stated the product they were bringing back for the pilot program was loose compost in  
362 the truck, which they were paying a per-ton fee.

363 Mr. McKalips stated the fee was a couple dollars shy of \$50 per ton, as the full cost for the bulk  
364 compost.

365 Mr. Mawyer stated they have a mark-up to cover their expenses, and that they did look at the market  
366 rate and arrived at \$75 per ton. He stated this was barely above break-even and that they were not  
367 making a profit, but were making sure they cover the costs.

368 Dr. Palmer asked Mr. McKalips if a recent survey had been done of what the tipping fees currently  
369 are in the region, and if any changes have been seen in the tipping fees in the various places people  
370 have options to go.

371 Mr. McKalips stated he had not gone back out to see what current comparative tipping fees were,  
372 but could do this in the coming weeks.

373 Mr. Mawyer asked if Dr. Palmer was referring to MSW.

374 Dr. Palmer replied yes. She stated she knew this was done when they adjusted rates the last time,  
375 and wasn't sure if this had changed. She stated she knew there was a new owner of County Waste,  
376 and that her understanding is that GFL (GFL Environmental, Inc.) now owns that transfer station.  
377 She stated she was curious if there had been any rate changes associated with that change in  
378 ownership. She stated she was not suggesting that they raise or lower the tipping fee, but that they  
379 should keep track of this for future discussions.

380 Dr. Palmer stated she knew that with the trucking contract for MSW, they saw an increase in that  
381 cost. She recalled it was because of the fuel prices, asking to be corrected if her understanding was  
382 wrong. She stated she couldn't remember how long the contract was for, and asked Mr. Mawyer to  
383 comment on this, considering that fuel prices have now gone down.

384 Mr. McKalips replied that it was a two-year agreement. He stated fuel prices have gone down. He  
385 stated the real driver for the increase in hauling costs was the fact that they were not getting 20 tons  
386 per trailer average out, but were getting significantly less than that (somewhere around 15-16). He  
387 stated the revenue for the trucking company wasn't really being defrayed through enough tons. He  
388 stated they could look at this again. He stated they still likely have a full year left in the contract, and  
389 will watch fuel prices to see where that goes before renewing.

390 Dr. Palmer stated that going back to the graph showing the 15-year average of the RSWA costs, the  
391 net period of time between 2009 and 2011, where they saw a significant drop, corresponds with the  
392 City's changes, as she recalled, in going their own way and moving away from using Rivanna. She  
393 asked if this was correct, and what the major driver was in the 2009-2011 plummet.

394 Mr. Wood stated this was roughly the period of time where they were going through the legal  
395 proceeding with Van der Linde. He stated around 2010 was when the settlement came through, and  
396 operations changed. He stated the City no longer sent refuse to Rivanna, but started using a private  
397 hauler and private disposal facility at that point in time. He stated this was also when Van der Linde  
398 ramped up their operations, and Rivanna lost the Waste Management contract at Ivy. He stated there  
399 had been a long-term contract with Waste Management to take all County and UVA waste, and at  
400 the end of that legal proceeding was when they lost that contract as well.

401 Dr. Palmer stated she assumed the drop in the City's cost with respect to RSWA was completely a  
402 result of Rivanna cutting the budget, as they were asked to do, for both the City and the County. She  
403 stated the County's went up because they were obviously asking for more services from Rivanna.  
404 She asked if this was the case.

405 Mr. Mawyer replied that the costs were formula driven. He stated they use agreed upon formulas to  
406 calculate the allocations.

407 Dr. Palmer stated RSWA, like all other departments, had been asked to cut their budget because of  
408 the COVID-19 issues, which will affect the City and the County. She stated she was trying to figure  
409 out where the drop in the City's allocation comes from in case she receives the question. She stated  
410 she simply wanted to be prepared for that question.

411 Mr. Wood replied that most of the drop was in the environmental programs. He stated looking at  
412 Appendix A in the budget, MOU Environmental Programs went down \$136,000 for the County and  
413 \$75,000 for the City. He stated adding the new convenience center made up for some of that  
414 reduction in County costs. He stated the costs for most of those programs went down for both  
415 entities.

416 Mr. Mawyer added they also eliminated employee salary increases in the proposed budget.

417 Dr. Palmer mentioned the rate schedule and the handling fee per load based on locations. She asked  
418 for explanation as to under what circumstances someone would incur that fee.

419 Mr. McKalips stated they used to do hauling and delivery of mulch, logs (for firewood), and other  
420 things. He stated they have largely stopped doing this, and that he could not remember what the  
421 distances were that described the two different fees, as it had been so long since they have done any  
422 hauling for customers. He stated there was a radius from Ivy and if one was below it, they got one  
423 fee, and if they were over it, they got another.

424 Dr. Palmer suggested if they were not doing this anymore, at some point perhaps next year, it would  
425 be a good idea to clean up the fee structure.

426 **Dr. Palmer moved the board adopt the preliminary rate schedule. The motion was seconded**  
427 **by Mr. Oberdorfer, and passed unanimously (7-0).**

428 Mr. Gaffney stated there would be a public hearing on the rate schedule next month.

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**12. OTHER ITEMS FROM BOARD/STAFF NOT ON AGENDA**

Mr. Stewart thanked Mr. Wood and Mr. McKalips. He stated throughout the entire budget cycle, as County staff, they will have an earlier start on their budget process. He stated he had asked them to accelerate the budget development process so that they were not finding out in the spring what they needed to plan for. He stated Mr. Wood and Mr. McKalips were diligent in doing this and worked together well so that by the time the County came to recommend a budget and then revisit it, they were in good shape to do that.

Mr. Krueger asked Mr. Mawyer if he recalled the proposal to amend the by-laws to change the meeting dates. He stated he was just looking at the by-laws in connection with the election of the officers to see when they were to change office, and under Article 3, Section 1 of the RSWA by-laws, they would normally hold their meetings in April, with the new officers taking office on May 1.

Mr. Krueger stated given they did not have an April meeting and that they were trying to reconfigure the meeting schedule to make it every odd-numbered month, it would make sense to clarify the motion for the election of officers and have the new officers take office immediately.

Mr. Mawyer stated this was the intent.

Mr. Krueger asked if, with respect to amending the by-laws to change the meeting dates, Mr. Mawyer wanted to do this now, or at the next meeting.

Mr. Mawyer replied they were not ready to do this now. He stated the next month was a regularly-scheduled month, and that they would have to have the meeting in June to hold the budget public hearing. He stated after that, they will only have two more meetings for the rest of the year. He stated they had been planning to take another look at the new schedule starting in January.

Mr. Gaffney asked if anything needed to be done for the new officers to take effect immediately.

Mr. Krueger replied that he had forgotten who had made the motion and second for the election, but that if those same people would be willing to make the same motion with those elected taking office effective immediately, this would clarify that.

**Dr. Palmer moved that the board accept her amended motion for the election of officers, that those positions would take place immediately. The motion was seconded by Mr. Oberdorfer, and passed unanimously (7-0).**

Dr. Palmer asked about the meeting schedule. She asked if this meant they would not have RSWA meetings in the fall, and that it would not start until 2021.

Mr. Mawyer replied no. He stated they would follow the regular schedule and hold those meetings in June, August, and November. He stated if a special meeting is needed, it can be added.

**13. CLOSED MEETING**

There was no closed meeting.

**14. ADJOURNMENT**

478 At 2:44 p.m., Dr. Palmer moved to adjourn the meeting of the Rivanna Solid Waste  
479 Authority. The motion was seconded by Dr. Richardson and passed unanimously (7-0).

DRAFT





## MEMORANDUM

**TO: RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: EXECUTIVE DIRECTOR'S REPORT**

**DATE: JUNE 23, 2020**

### *STRATEGIC PLAN GOAL: SOLID WASTE SERVICES*

#### **New Tag-A-Bag Options for IMUC**

We recently began a mail order program for customers to receive “tag-a-bag” stickers. These stickers can be ordered using a form provided on our webpage.

#### **Waste and Recycling Workers Week**

The Solid Waste Association of North American (SWANA) has dedicated the week of June 17<sup>th</sup> to Waste and Recycling Workers. SWANA emphasizes the importance of recognizing and appreciating solid waste and recycling workers for their valuable contributions to protect human health and the environment. Waste and Recycling Workers Week reminds the public to thank all those in the solid waste and recycling industry for their dedication and hard work.

#### **Use of the Ivy Materials Utilization Center:**

##### **May 2020**

Vehicles  
5,528

AVG MSW & CDD Tons/Day  
98.38

### *STRATEGIC PLAN GOAL: INFRASTRUCTURE AND MASTER PLANNING*

#### **New Ivy Convenience Recycling Center**

Construction is moving forward rapidly on this facility, with completion anticipated in July.

### *STRATEGIC PLAN GOAL: ENVIRONMENTAL STEWARDSHIP*

#### **Household Hazardous Waste and Bulky Waste Amnesty Day**

The Ivy MUC will still host HHW, Bulky Waste and eWaste Days this summer. The dates are as follows:

eWaste:                      Saturday                      June 13, 2020 (Completed)

<u>HHW:</u>	Thursday	July 9, 2020*
	Friday	July 10, 2020
	Saturday	July 11, 2020

<u>Bulky Waste:</u>	Tires	June 20, 2020
	Furniture/Mattresses	June 27, 2020
	Appliances	July 18, 2020

\*Commercial Hazardous Waste Collection is open to qualifying business and commercial establishments. Businesses are required to pre-register with MXI Environmental and are charged a fee to dispose of their waste.

*STRATEGIC PLAN GOAL: OPERATIONAL OPTIMIZATION*

**CARES ACT Funding**

We are coordinating with the City and County for reimbursement of about \$1,900 in COVID related expenses, if federal funds become available.



**MEMORANDUM**

**TO: RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: LONZY WOOD, DIRECTOR OF FINANCE AND  
ADMINISTRATION**

**REVIEWED: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: MAY 2020 FINANCIAL SUMMARY**

**DATE: JUNE 23, 2020**

The results of operations and remediation activities through May of this fiscal year are summarized below and in the attached statements.

	<u>Operating Results</u>	<u>Remediation Results</u>	<u>Total</u>
Total Revenues	\$ 2,178,462	\$ -	\$ 2,178,462
Total Expenses	<u>(3,234,981)</u>	<u>(738,698)</u>	<u>(3,973,679)</u>
Net operating results	(1,056,519)	(738,698)	(1,795,217)
Support - MOU & Local	<u>1,221,084</u>	<u>1,070,582</u>	<u>2,291,666</u>
Surplus/(Deficit)	<u>\$ 164,565</u>	<u>\$ 331,884</u>	<u>\$ 496,449</u>

Total operating revenues through May were \$391,000 over budget, and total operating expenses were \$323,000 over budget. The Authority has processed 42,935 tons of waste this fiscal year. A breakdown of net revenue or cost per ton, including overhead and administrative support costs, is shown below.

	<u>Ivy MSW</u>	<u>Ivy - All Other</u>	<u>Recycling</u>	<u>Total</u>
Tonnage	26,638	14,273	2,024	42,935
Net operating revenue (costs)	\$ (449,367)	\$ (17,876)	\$ (589,277)	\$ (1,056,520)
Net revenue (cost) per ton	\$ (16.87)	\$ (1.25)	\$ (291.14)	\$ (24.61)

Attachments

<b>Operations</b>			IVY OPERATIONS		MSW-IVY TRANSFER		RECYCLE OPERATIONS		ADMIN. SERVICES	
	Budget	Actual Y-T-D	Budget	Actual Y-T-D	Budget	Actual Y-T-D	Budget	Actual T-D	Budget	Actual Y-T-D
<b>REVENUES</b>										
Ivy Operations Tipping Fees	\$ 199,400	341,863	\$ 199,400	341,863						
Ivy MSW Transfer Tipping Fees	1,290,540	1,493,741			1,290,540	1,493,741				
Material & Other Sales-Ivy	123,500	97,989	123,500	97,989						
Recycling Revenues	200,900	103,349					200,900	103,349		
Other Revenues	93,000	95,057			93,000	95,057				
Interest & Fees	42,600	46,462							42,600	46,462
<b>Total Revenues</b>	<b>\$ 1,949,940</b>	<b>\$ 2,178,462</b>	<b>\$ 322,900</b>	<b>\$ 439,852</b>	<b>\$ 1,383,540</b>	<b>\$ 1,588,798</b>	<b>\$ 200,900</b>	<b>\$ 103,349</b>	<b>\$ 42,600</b>	<b>\$ 46,462</b>
<i>Budget vs. Actual*</i>		111.72%		136.22%		114.84%		51.44%		109.07%
<b>EXPENSES</b>										
Ivy Operations	345,846	300,524	345,846	300,524						
Ivy MSW Transfer	1,772,102	1,880,961			1,772,102	1,880,961				
Recycling Operations	531,656	566,863					531,656	566,863		
Administration	726,629	675,277							726,629	675,277
<b>Total Expenses</b>	<b>3,376,233</b>	<b>3,423,626</b>	<b>345,846</b>	<b>300,524</b>	<b>1,772,102</b>	<b>1,880,961</b>	<b>531,656</b>	<b>566,863</b>	<b>726,629</b>	<b>675,277</b>
<i>Budget vs. Actual*</i>		101.40%		86.90%		106.14%		106.62%		92.93%
<i>Net Results Before Administrative Allocation</i>	<b>\$ (1,426,293)</b>	<b>\$ (1,245,164)</b>	<b>\$ (22,946)</b>	<b>\$ 139,328</b>	<b>\$ (388,562)</b>	<b>\$ (292,163)</b>	<b>\$ (330,756)</b>	<b>\$ (463,514)</b>	<b>\$ (684,029)</b>	<b>\$ (628,815)</b>
<i>Administrative allocations:</i>										
<i>Administrative costs to Envir. MOU (below)</i>	205,209	188,644							205,209	188,644
<i>Administrative costs to Operations</i>	-	-	(171,007)	(157,204)	(171,007)	(157,204)	(136,806)	(125,763)	478,820	440,170
<b>Net Operating Income (Loss)</b>	<b>\$ (1,221,084)</b>	<b>\$ (1,056,519)</b>	<b>\$ (193,953)</b>	<b>\$ (17,876)</b>	<b>\$ (559,569)</b>	<b>\$ (449,367)</b>	<b>\$ (467,562)</b>	<b>\$ (589,277)</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Funding Sources</b>										
Local Government Contributions	1,221,084	1,221,084								
County Contribution - Capital Grant	350,000	-								
Transfer to Capital Fund - Ivy Recycling Center	(350,000)	-								
<b>Surplus (Deficit) - Operations</b>	<b>\$ -</b>	<b>\$ 164,565</b>								

**Environmental Programs**

	Budget	Actual Y-T-D
<b>REVENUES</b>		
Remediation Support	1,070,582	1,070,582
<b>Total Revenues</b>	<b>1,070,582</b>	<b>1,070,582</b>
<i>Budget vs. Actual*</i>		100.00%
<b>EXPENSES</b>		
Ivy Environmental	865,373	550,054
Administrative Allocation	205,209	188,644
<b>Total Expenses</b>	<b>1,070,582</b>	<b>738,698</b>
<i>Budget vs. Actual*</i>		69.00%
<b>Surplus (Deficit) - Environmental</b>	<b>\$ -</b>	<b>\$ 331,884</b>
<b>Total Surplus (Deficit)</b>	<b>\$ -</b>	<b>\$ 496,449</b>

Rivanna Solid Waste Authority  
 Monthly Financial Status Report  
 FY 2020

	July	August	September	October	November	December	January	February	March	April	May	Year-to-Date
<b>Revenues</b>												
Ivy Operations Tipping Fees	\$ 32,267	\$ 31,531	\$ 27,841	\$ 37,051	\$ 37,172	\$ 18,663	\$ 23,274	\$ 30,794	\$ 40,561	\$ 32,124	\$ 30,585	\$ 341,863
Ivy MSW Transfer Tipping Fees	141,391	142,721	145,387	162,254	162,545	117,798	102,801	120,998	135,258	129,169	133,419	1,493,741
Ivy Material Sales	9,769	11,342	10,663	6,159	6,050	4,714	5,098	7,788	17,461	15,676	3,269	97,989
Recycling	14,209	10,578	4,469	8,462	31,729	9,429	4,787	4,533	5,873	3,423	5,855	103,349
Other Revenues	9,624	8,407	7,372	6,900	18,828	5,966	6,062	6,682	7,738	8,130	9,348	95,057
Interest & Late Fees	5,751	5,861	5,711	5,620	4,796	5,229	4,436	4,267	2,668	1,059	1,065	46,462
<b>Total Revenues</b>	<b>\$ 213,011</b>	<b>\$ 210,440</b>	<b>\$ 201,443</b>	<b>\$ 226,446</b>	<b>\$ 261,121</b>	<b>\$ 161,799</b>	<b>\$ 146,457</b>	<b>\$ 175,063</b>	<b>\$ 209,559</b>	<b>\$ 189,581</b>	<b>\$ 183,541</b>	<b>\$ 2,178,462</b>
<b>Expenses</b>												
Ivy Operations	\$ 30,686	\$ 47,887	\$ 24,521	\$ 37,873	\$ 24,738	\$ 22,999	\$ 25,791	\$ 22,288	\$ 24,074	\$ 17,190	\$ 22,478	\$ 300,524
Ivy Environmental	23,419	33,521	58,616	57,180	161,386	35,703	31,314	23,120	27,913	62,998	34,883	550,054
Ivy MSW Transfer	171,245	102,574	169,468	238,643	218,966	160,587	171,683	168,485	153,788	153,560	171,963	1,880,961
Recycling Operation	43,486	50,059	36,921	41,934	49,724	99,835	38,759	48,305	63,993	38,256	55,590	566,863
Administration	58,374	54,319	66,132	75,171	62,149	59,507	65,541	52,842	65,878	56,415	58,950	675,277
<b>Total Expenses</b>	<b>\$ 327,210</b>	<b>\$ 288,360</b>	<b>\$ 355,657</b>	<b>\$ 450,800</b>	<b>\$ 516,964</b>	<b>\$ 378,631</b>	<b>\$ 333,089</b>	<b>\$ 315,040</b>	<b>\$ 335,645</b>	<b>\$ 328,418</b>	<b>\$ 343,865</b>	<b>\$ 3,973,679</b>
<b>Net Operating Income (Loss)</b>	<b>\$ (114,200)</b>	<b>\$ (77,920)</b>	<b>\$ (154,214)</b>	<b>\$ (224,354)</b>	<b>\$ (255,843)</b>	<b>\$ (216,832)</b>	<b>\$ (186,631)</b>	<b>\$ (139,977)</b>	<b>\$ (126,086)</b>	<b>\$ (138,838)</b>	<b>\$ (160,324)</b>	<b>\$ (1,795,217)</b>
<b>Other Funding Sources</b>												
Local Government Contributions	\$ -	\$ 35,067	\$ 270,204	\$ 305,271	\$ -	\$ 35,067	\$ 270,204	\$ -	\$ -	\$ 305,271	\$ -	\$ 1,221,084
Remediation Support	79,982	87,916	247,650	159,734	-	87,916	159,734	-	-	247,650	-	1,070,582
<b>Surplus (Deficit)</b>	<b>\$ (34,218)</b>	<b>\$ 45,063</b>	<b>\$ 363,640</b>	<b>\$ 240,651</b>	<b>\$ (255,843)</b>	<b>\$ (93,849)</b>	<b>\$ 243,307</b>	<b>\$ (139,977)</b>	<b>\$ (126,086)</b>	<b>\$ 414,083</b>	<b>\$ (160,324)</b>	<b>\$ 496,449</b>

**Rivanna Solid Waste Authority  
Fiscal Year 2020  
May 2020  
Revenue Detail Report**

Revenue Line Item	Tonnage	
	Budget FY 2020	Actual YTD
<b>IVY TIPPING FEES</b>		
Clean Fill Material	6,500	9,738
Grindable Vegetative Material	2,100	4,066
Pallets	-	21
Tires, Whole	90	66
Tires/White Good (per item)		
<i>Subtotal</i>	8,690	13,891
<b>IVY TRANSFER STATION</b>		
Compost Services	430	377
MSW Transfer Station	23,000	26,638
<i>Subtotal</i>	23,000	26,638
<b>MATERIAL SALES - IVY</b>		
Encore		
Metals		
Wood Mulch & Chips		
Hauling Fees		
Other Materials		
<i>Subtotal</i>		
<b>RECYCLING</b>		
Material Sales		
Other Materials & Services		
Grants-Operating		
Hauling Fees		
<i>Subtotal</i>		
<b>OTHER REVENUES</b>		
Service Charge Fees		
Other Revenues		
<b>REMEDIATION SUPPORT</b>		
UVA Contribution		
County Contribution		
City Contribution		
<i>Subtotal</i>		
<b>INTEREST, LATE FEES, OTHER</b>		
Trust Fund Interest		
Finance Charges		
Capital Reserve Fund Interest		
Operating Investment Interest		
<i>Subtotal</i>		
<b>Total</b>	<b>31,690</b>	<b>40,529</b>

Revenue				
Budget FY 2020	Budget YTD	Actual YTD	Budget vs. Actual	Variance %
\$ 65,000	\$ 59,583	\$ 97,039	\$ 37,456	62.86%
100,800	92,400	197,657	105,257	113.91%
-	-	991	991	
17,100	15,675	12,460	(3,215)	-20.51%
16,500	15,125	33,716	18,591	122.92%
<b>\$ 199,400</b>	<b>\$ 182,783</b>	<b>\$ 341,863</b>	<b>\$ 159,080</b>	<b>87.03%</b>
\$ 76,540	\$ 70,162	\$ 67,025	\$ (3,137)	-4.47%
1,214,000	1,112,833	1,426,716	313,883	28.21%
<b>\$ 1,290,540</b>	<b>\$ 1,182,995</b>	<b>\$ 1,493,741</b>	<b>\$ 310,746</b>	<b>26.27%</b>
\$ 20,000	\$ 18,333	\$ 11,717	\$ (6,616)	-36.09%
40,000	36,667	28,438	(8,229)	-22.44%
23,000	21,083	43,034	21,951	104.11%
40,000	36,667	14,800	(21,867)	-59.64%
500	458	-	(458)	-100.00%
<b>\$ 123,500</b>	<b>\$ 113,208</b>	<b>\$ 97,989</b>	<b>\$ (15,219)</b>	<b>-13.44%</b>
\$ 162,000	\$ 148,500	\$ 74,452	\$ (74,048)	-49.86%
6,300	5,775	4,204	(1,571)	-27.20%
29,000	26,583	24,694	(1,890)	-7.11%
3,600	3,300	-	(3,300)	-100.00%
<b>\$ 200,900</b>	<b>\$ 184,158</b>	<b>\$ 103,349</b>	<b>\$ (80,809)</b>	<b>-43.88%</b>
\$ 85,000	\$ 77,917	\$ 78,508	\$ 591	0.76%
8,000	7,333	16,549	9,216	125.67%
<b>\$ 93,000</b>	<b>\$ 85,250</b>	<b>\$ 95,057</b>	<b>\$ 9,807</b>	<b>11.50%</b>
\$ 79,982	\$ 73,317	\$ 79,982	\$ 6,665	9.09%
638,937	585,692	638,936	53,244	9.09%
351,663	322,358	351,664	29,306	9.09%
<b>\$ 1,070,582</b>	<b>\$ 981,367</b>	<b>\$ 1,070,582</b>	<b>\$ 89,215</b>	<b>9.09%</b>
\$ 2,000	\$ 1,833	\$ 2,177	\$ 343	18.72%
600	550	3,032	2,482	451.27%
15,000	13,750	16,549	2,799	20.36%
25,000	22,917	24,705	1,788	7.80%
<b>\$ 42,600</b>	<b>\$ 39,050</b>	<b>\$ 46,462</b>	<b>\$ 7,412</b>	<b>18.98%</b>
<b>\$ 3,020,522</b>	<b>\$ 2,768,812</b>	<b>\$ 3,249,044</b>	<b>\$ 480,232</b>	<b>17.34%</b>

**Rivanna Solid Waste Authority  
 Historical Material Tonnage Report - Recycling  
 Fiscal Years 2016-2020**

<b>Fiscal Year 2016</b>	<b>Fiscal Year 2017</b>	<b>Fiscal Year 2018</b>	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2020 (Jul-May)</b>
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*In U.S. Tons*

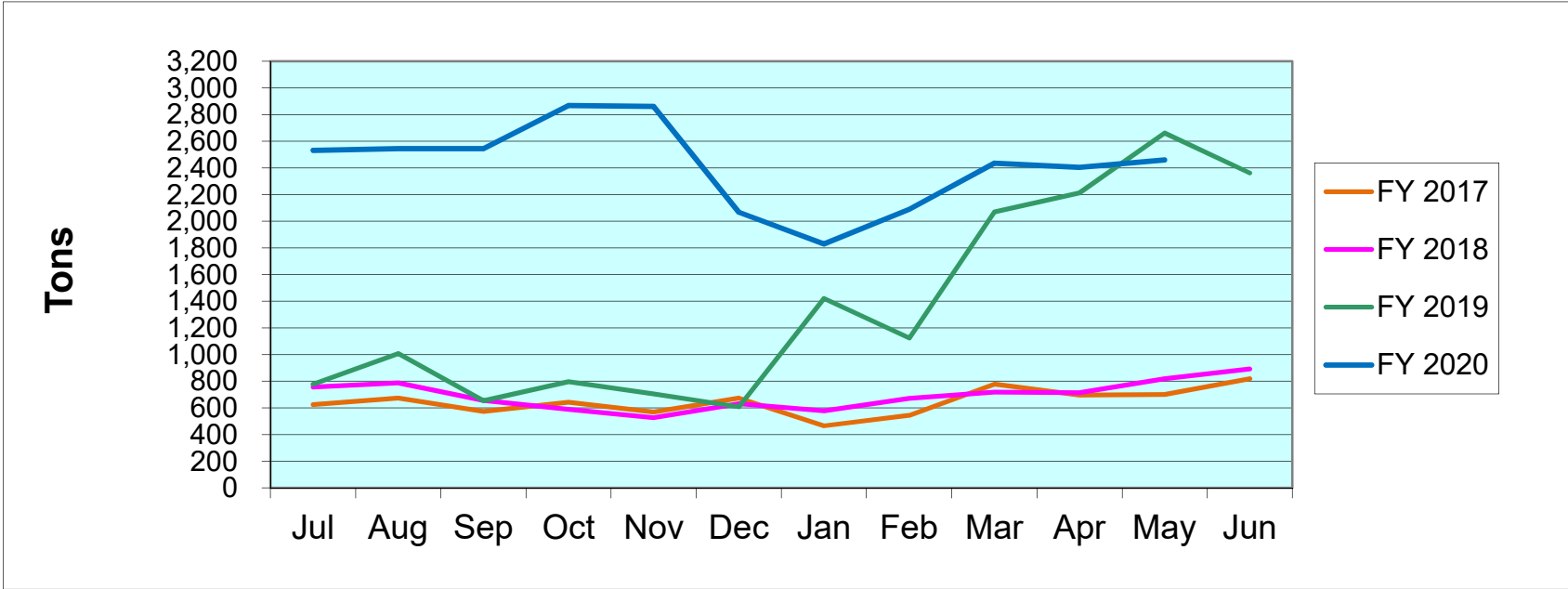
**Fiber Products**

Newspaper, magazines, catalogs	512	419	424	427	120
Cardboard (corrugated)	459	812	763	807	501
Mixed paper and phone books	214	156	187	265	719
File stock (office paper)	125	122	111	128	77
<b>Total Fiber Products</b>	<b>1,310</b>	<b>1,509</b>	<b>1,485</b>	<b>1,627</b>	<b>1,417</b>

**Other Products**

Glass	191	252	252	411	443
Metal Cans	32	31	41	58	50
Plastic	82	86	103	127	114
<b>Total Other Products</b>	<b>305</b>	<b>369</b>	<b>396</b>	<b>596</b>	<b>607</b>
<b>Total</b>	<b>1,615</b>	<b>1,878</b>	<b>1,881</b>	<b>2,223</b>	<b>2,024</b>

Rivanna Solid Waste Authority  
Ivy MSW Transfer Tonnages  
FY 2017 - 2020







## MEMORANDUM

**TO:** RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS

**FROM:** DAVID RHOADES, SOLID WASTE MANAGER;  
PHILLIP MCKALIPS, DIRECTOR OF SOLID WASTE

**REVIEWED BY:** BILL MAWYER, EXECUTIVE DIRECTOR

**SUBJECT:** IVY MATERIAL UTILIZATION CENTER REPORT/  
RECYCLING OPERATIONS UPDATE

**DATE:** JUNE 23, 2020

### **Ivy Material Utilization Center (IMUC) : DEQ Permit 132: 300 tons/day MSW limit**

#### **May 2020**

- **5,528 vehicles crossed the scales**
- The IMUC transfer station operated 25 days and received a total of 2,459.46 tons of municipal solid waste (MSW), an average of 98.38 tons per day of operation. The monthly transfer station tonnage figures are attached to this report.
- 1,118.35 tons of non-MSW materials were received
- 3,577.81 tons were received as a combined total tonnage (MSW + non-MSW)

#### **eWaste Collection Event:**

On June 13, 2020, the Spring 2020 eWaste collection event was held at Ivy MUC. MXI Environmental was the contractor for the event. Of the 350 appointments reserved by the public, 287 customers showed up on the collection day. This is about a 3 percent increase in customers than previous events. Exact tonnages/quantities of materials collected are not available yet from MXI.

#### **Paint Collection:**

On May 20, 2020, the Ivy MUC shipped out the 31<sup>th</sup> container of paint cans since the program began in August 2016. Each container holds about 4,200 one-gallon paint cans; therefore, we have shipped about 130,200 paint cans. This program continues to make paint disposal more convenient for residents and alleviates some of the congestion during our fall and spring Household Hazardous Waste Days.

The oil-based paints that are collected are beneficially used as fuel for heat recovery and the latex paints are re-processed back into commercial paints ([www.latexpaintrecycling.com](http://www.latexpaintrecycling.com)).

**Compostable Food Waste Collection:**

This program continues to operate smoothly at the IMUC. This service is free to County residents. A similar bin has been placed at the Transfer Station for the receipt of compostable food wastes from commercial customers. Commercial customers are charged the established disposal fee of \$178 per ton.

The McIntire Recycle Center received 7.38 tons of compostable materials from residents in May.

**Compost Sales at Ivy:**

On April 17, 2020, compost sales (McGill Composting SoilBuilder®) began at Ivy. As of June 13, 12.25 tons of material have been sold. The sales price for compost has been set at \$75 per ton (Note, there are approximately 2 cubic yards in a ton of compost. Therefore \$75.00 a ton is approximately \$37.50 per cubic yard). This price was intended to cover the direct costs of compost purchase and delivery of \$49.50 per ton, as well as defray other costs like administration, equipment, fuel, labor, etc.

This cost is marginally higher than most other privately-owned options in our region, including:

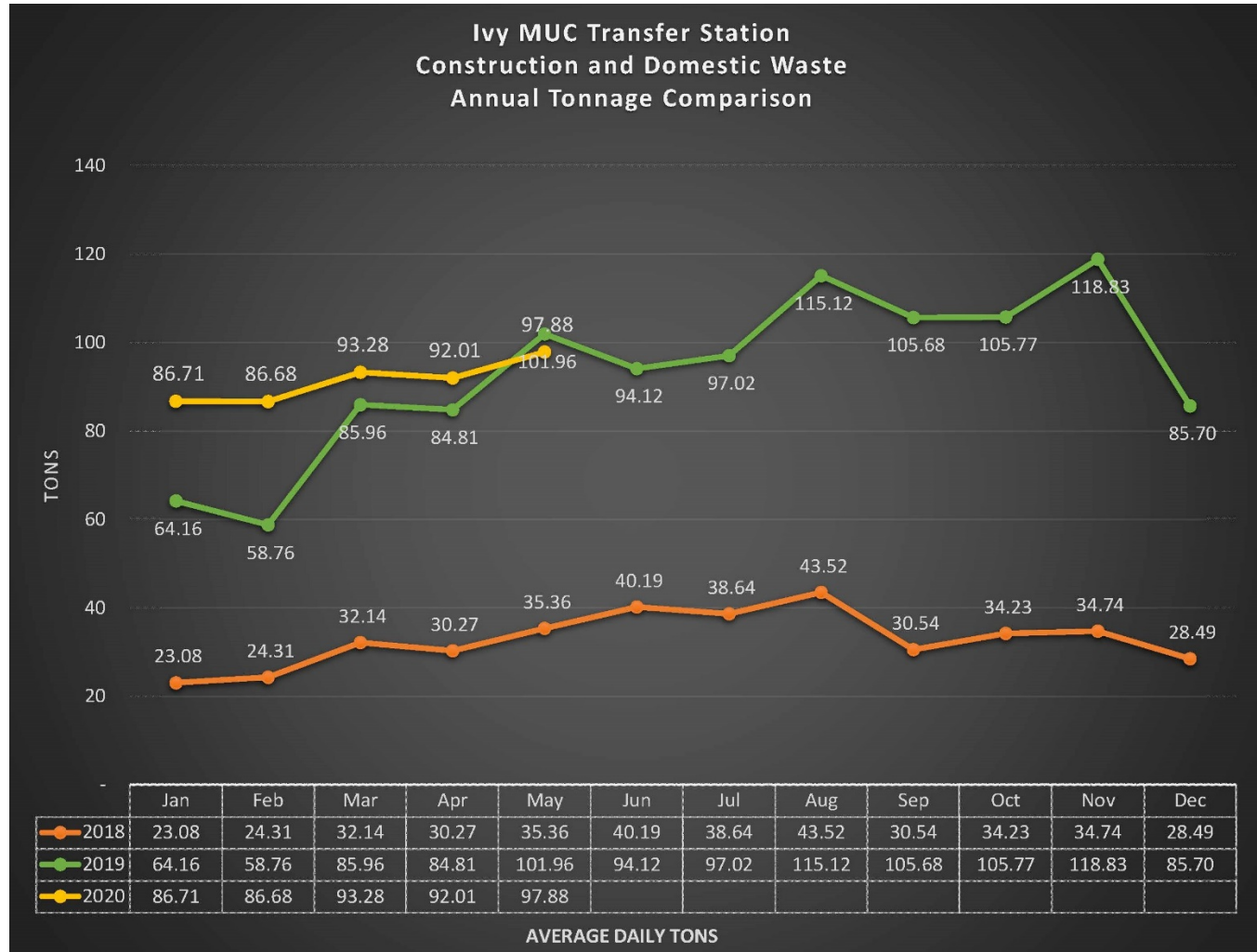
Panorama Paydirt (Earlysville)	\$34 per cubic yard
Black Bear Composting (Crimora)	\$33 per cubic yard
Watkins Nurseries (Midlothian)	\$30 per cubic yard
Mulch Monkeys (Palmyra)	\$32 per cubic yard
Yard Works (Zions Crossroad)	\$35.95 per cubic yard
Lowes (Charlottesville, \$5.28 per cubic foot)	\$142.56 per cubic yard

**Transfer Station Update**

In order to stay abreast of potential changes in Regional trash tipping fees, staff have found the following as of June 15, 2020:

County Waste (Zions Crossroads)	Not published, commercial account holders only
Louisa County (Mineral)	\$52 per ton (MSW and CDD)
Fluvanna County (Fork Union)	\$60 per ton (MSW); \$65 per ton (CDD)
Madison County (Madison)	\$65 per ton (MSW and CDD)
Buckingham County	Not available – Must use private haulers
Nelson County (Lovingston)	\$55 per ton
Augusta County (Staunton)	Not available to out-of-jurisdiction customers
Greene County (Stanardsville)	\$52 per ton (MSW); \$56 per ton (CDD)
Republic Services (Zions Crossroads)	\$57 per ton (MSW and CDD)
van der Linde Recycling	\$53.50 (CDD only)
IMUC Transfer	\$52 per ton

Note: MSW – Municipal Solid Waste; CDD – Construction/Demolition Debris  
 As shown on the following figure, we can see that waste disposal tonnages are similar to tonnages from this time last year.



Ivy Material Utilization Center  
Daily Scale Crossing Data



May 1-30, 2020

Days of  
Operation: 25

		MSW collected at Transfer Station (tons)					Non-MSW	
	Vehicles	Count	Citizen-Can	Construction	Domestic	MSW Total	Total Tons	
05/01/20	Friday	219	308	0.55	45.61	51.45	97.61	27.84
05/02/20	Saturday	315	374	0.91	12.21	38.69	51.81	32.92
05/03/20	Sunday	-	-	-	-	-	-	-
05/04/20	Monday	195	244	0.33	59.22	49.49	109.04	40.50
05/05/20	Tuesday	200	246	0.45	42.60	89.99	133.04	13.75
05/06/20	Wednesday	203	259	0.20	56.73	41.40	98.33	73.33
05/07/20	Thursday	193	209	0.26	65.26	39.65	105.17	54.49
05/08/20	Friday	230	284	0.42	69.02	62.95	132.39	34.63
05/09/20	Saturday	309	381	0.74	16.84	42.18	59.76	18.96
05/10/20	Sunday	-	-	-	-	-	-	-
05/11/20	Monday	144	167	0.56	36.80	63.18	100.54	24.18
05/12/20	Tuesday	212	260	0.53	74.88	49.22	124.63	32.34
05/13/20	Wednesday	188	204	0.42	41.37	56.27	98.06	65.98
05/14/20	Thursday	174	190	0.37	33.61	35.58	69.56	43.67
05/15/20	Friday	236	272	0.43	53.47	55.27	109.17	24.86
05/16/20	Saturday	287	335	0.92	8.57	37.21	46.70	16.52
05/17/20	Sunday	-	-	-	-	-	-	-
05/18/20	Monday	185	203	0.33	56.39	80.49	137.21	72.99
05/19/20	Tuesday	181	278	0.60	41.80	49.25	91.65	95.49
05/20/20	Wednesday	165	236	0.62	38.66	54.90	94.18	40.30
05/21/20	Thursday	157	189	0.41	57.92	23.41	81.74	27.58
05/22/20	Friday	198	233	0.63	32.06	81.95	114.64	13.98
05/23/20	Saturday	163	276	0.51	4.59	23.26	28.36	12.48
05/24/20	Sunday	-	-	-	-	-	-	-
05/25/20	Monday	-	-	-	-	-	-	-
05/26/20	Tuesday	325	402	0.62	64.97	64.20	129.79	69.94
05/27/20	Wednesday	270	327	0.21	49.95	69.48	119.64	94.52
05/28/20	Thursday	200	210	0.12	65.60	58.45	124.17	65.54
05/29/20	Friday	233	305	0.54	53.33	75.88	129.75	100.63
05/30/20	Saturday	346	411	0.77	11.39	60.36	72.52	20.93
05/31/20	Sunday	-	-	-	-	-	-	-
<b>Total</b>	<b>5,528</b>	<b>6,803</b>	<b>12.45</b>	<b>1,092.85</b>	<b>1,354.16</b>	<b>2,459.46</b>	<b>1,118.35</b>	
<i>Average</i>	221	272	0.50	43.71	54.17	98.38	44.73	
<i>Median</i>	200	260	0.51	45.61	54.90	100.54	34.63	
<i>Maximum</i>	346	411	0.92	74.88	89.99	137.21	100.63	
<i>Minimum</i>	144	167	0.12	4.59	23.26	28.36	12.48	

**Material Type & Description**

**Citizen-Can:** Roll-off container at the Ivy MUC Convenience Center-citizens dispose of prepaid trashbags

**Construction:** Construction/demolition debris (shingles, sheetrock, treated lumber, etc.)

**Count:** Transactions per item (appliances, hauling fees, service fees, tag-bag stickers, tires)

**Domestic:** Business/residential general or household waste

**MSW:** Materials processed/handled at the Transfer Station

**Non-MSW:** Materials processed/handled on-site

**Vehicle:** Transactions or vehicles processed in a day



## MEMORANDUM

**TO:** RIVANNA SOLID WASTE AUTHORITY BOARD OF DIRECTORS  
RIVANNA WATER & SEWER AUTHORITY BOARD OF DIRECTORS

**FROM:** BETSY NEMETH, HUMAN RESOURCES MANAGER  
LONNIE WOOD, DIRECTOR OF FINANCE & ADMINISTRATION

**REVIEWED BY:** BILL MAWYER, EXECUTIVE DIRECTOR

**SUBJECT:** FY 2021 PERSONNEL MANAGEMENT PLAN REVISIONS

**DATE:** JUNE 23, 2020

The following updates and changes to the Employee Handbook and Personnel Management Plan are proposed:

- **Employee Handbook**  
Updated to include all policy changes and new policies.
- **Section B – Recruitment and Hiring Policy**
  - B.1. Policy** – Adding the language “gender identity” as is required by §15.2-965 of the Code of Virginia.
  - B.7. Orientation Policy** – Adding the language “and the Safety Manager” in reference to who performs new hire orientation sessions. New hire orientation was changed to an all-day orientation to include a comprehensive review of safety procedures. This was part of a Workforce Development team goal.
- **Section E – Harassment Policy**
  - E.1. Policy** – Adding additional language regarding discriminating behavior. Adding the language “gender identity” as is required by §15.2-965 of the Code of Virginia.
- **Section F – Leave Policy and Rules**
  - F.2. Holiday Leave** – Adding Veterans Day, November 11<sup>th</sup>, as a floating holiday during which the Rivanna Authorities offices will be open.
  - F.4. Sick Leave** – Allows up to 40 hours of sick leave to be used as bereavement leave, per instance. Allows up to 40 hours of sick leave to be use as family sick leave per year which allows an employee to use sick leave to care for an immediate family member who is ill.
- **Section G – Disciplinary Policy**
  - G.2.q. Unsatisfactory Work Performance or Misconduct** – Removes language to be in compliance with §15.2-915 of the Code of Virginia.

- **Section I – Administrative Policies**  
**I.19. Essential Employees** – New policy to clarify which employees are essential and non-essential.
- **Section L – Substance Abuse Policy**  
**Section 1, 3. Selection Process, c & d** – Changes language in order to allow the Executive Director to decrease or suspend Non-CDL drug and alcohol testing if it is potentially hazardous or unsafe to send an employee to the testing facility.

**Board Action Recommended:**

It is respectfully recommended that the Board of Directors approve the changes to the Employee Handbook and the Personnel Management Plan.

Attachments: Redline changes of Employee Handbook and Personnel Management Plan

**RIVANNA WATER & SEWER AUTHORITY**

**RIVANNA SOLID WASTE AUTHORITY**

# **EMPLOYEE HANDBOOK**



June 2020

WELCOME! As an employee of the Rivanna Water and Sewer Authority or the Rivanna Solid Waste Authority (Authority), we hope that you will find your association with this organization to be both pleasant and rewarding. This handbook is intended to give you basic information about personnel policies, operating rules, and benefits. Nothing in this handbook is to be construed as a contract of employment. Please talk to your immediate department manager or the Human Resources Manager if you have any questions not fully answered by this handbook or the Personnel Management Plan. Copies of the Personnel Management Plan are maintained by the department managers and divisional directors, a current copy can be found on our network in the Employee Drive Q: Personnel Management Plan\Personnel Management Plan\_Aproved.

## AUTHORITY

The Rivanna Water and Sewer Authority (RWSA) and Rivanna Solid Waste Authority (RSWA) are independent public agencies that serve the citizens of Charlottesville and Albemarle County.

The Rivanna Water & Sewer Authority is a wholesale agency with two customers, the City of Charlottesville and the Albemarle County Service Authority, which in turn provide service to individual retail customers. We provide clean drinking water to the community and treat wastewater and return it to the environment. We operate several water treatment plants and wastewater treatment plants throughout the Charlottesville and Albemarle County area.

The Rivanna Solid Waste Authority is an independent public agency formed to develop and operate regional garbage and refuse disposal services, including systems and facilities for transferring, recycling, waste reduction and other disposal alternatives, for the Charlottesville and Albemarle County area as well as to acquire and operate current facilities. The RSWA provides disposal services and does not collect solid waste.

The Authority has an Executive Director who is appointed and supervised by a Board of Directors. Under the supervision of the Executive Director are the Director of Operations, who supervises the Water, Wastewater, and Laboratory Departments; the Director of Engineering and Maintenance, who supervises the Maintenance and Engineering Departments; the Director of Finance and Administration, who handles administrative functions, including finance, data processing, accounting, budget, personnel, and purchasing; and the Director of Solid Waste who manages all solid waste services. All employees are expected to carry out the practices and policies established by the Board of Directors and administered by the Executive Director.

## EMPLOYMENT

The Authority seeks to employ people who seek the challenge and rewards of meeting our critical public service needs. In return, the Authority offers on-the-job training, opportunity for advancement in most positions, good benefits and working conditions, and a fair wage.

Job applicants are evaluated for the ability, training, and experience necessary to perform the tasks for the position applied for. Race, color, sex, religion, sexual orientation, gender identity, national origin, age, marital status or non-job related disabilities are not considered in the selection or promotion of employees.

Employees are hired as either: 1) Full-time for a position of at least 2,080 hours annually and are eligible to receive benefits; 2) Part-time for positions either working less than 32 hours a week. Part-time employees do not receive benefits. Work hours are specified at the time of employment. They may vary for each employee depending upon the position, the shift schedule, or the work site.



The Main Office maintains a Personnel File for each employee dating from time of employment. It contains copies of all promotions, merit reviews, pay changes, commendations, reprimands, tax withholding forms, retirement and life insurance forms, and other materials. It is available for your inspection, by appointment. Any and all changes to your vital information, such as address, home phone number, marital status, emergency contact and the like must be reported immediately to the Human Resources Manager.

## COMPENSATION PLAN

The Authority uses a pay scale and each position has a range from entry level to maximum as defined in the Personnel Management Plan (*Section D. Compensation Plan and Administration*). Positions are classified to a pay range according to job requirements and responsibilities. All employees are paid biweekly on Fridays. Paychecks may be automatically deposited. All new employees are requested to have their paychecks automatically deposited into a checking or savings account.

Work schedules vary by department and position. Non-exempt employees are paid overtime for hours worked in excess of forty in a workweek. Overtime pay at blended rate based on hours actually worked and compensation on those hours actually worked. Overtime does not include time for sick, vacation, or other leave. Additionally, employees will be paid a premium rate of 50% their hourly base pay rate regardless of the number of hours worked in the workweek for unscheduled hours worked due to emergency call-in or covering another employee's work schedule. Part-time employees receive overtime pay for work hours exceeding 40 in a workweek. Any other overtime which is not specified above, must be preauthorized by your immediate department manager on a daily basis. In all instances of overtime, the employee may request in lieu of overtime pay an annual leave credit at a rate of 1.5 times the overtime hours worked for up to 20 overtime hours per calendar year.

Certain positions are required to participate in an on-call rotating schedule. Currently, only one mechanic and one engineering staff member is on-call during the normal off-duty hours. In the event of an emergency, this on-call employee is expected to respond promptly and be fit for duty. Non-exempt employees that are placed on-call will receive a wage rate of 10% of their normal hourly rate for every hour waiting to be called outside of their normal work schedule. Lunchtime during the normal workweek is not considered on-call time. Should the employee be required to come into work during their on-call schedule, he/she will receive overtime pay for two hours or the actual hours worked, whichever is greater. In the case of emergency operation status, as determined by the Executive Director, other positions may temporarily be included in the on-call schedule.

Your performance is evaluated annually by your immediate department manager. Evaluations determine annual merit increases and also give you a concrete idea of job performance standards. The evaluation gives you an opportunity to discuss strengths and weaknesses in job performance and to express to the immediate department manager any problems found in performing the job. Further details of the performance evaluation/merit increase plan are available from your department manager or the Personnel Management Plan (*Section D. Compensation Plan and Administration*). Please remember that you do not have to wait for an evaluation to discuss how you are doing with your immediate department supervisor. The job descriptions used in performance evaluation have been worked out with contributions from all levels of employees. If you have suggestions for improving them let your department manager or the Human Resources Manager know.

## PROBATION PERIOD

New employees must successfully complete a six-month probation period. During probation your immediate department supervisor has the opportunity to observe you on the job and determine your suitability for the job.

Your performance will be evaluated in writing after 3 months and after 6 months, with minimum scores of 1.5 points after 3 months and 1.75 points after 6 months required for success during probation. Lower scores are grounds for termination. Accrued annual balances will not be paid should you terminate during initial probation. Dismissals during probation cannot be appealed under the Authority's grievance procedure. Employees who score below 1.60 on any subsequent evaluation after the initial probation period will reenter the probation period.

## BENEFITS

The following benefits are provided or are available to all full-time employees. Further, medical insurance and prorated annual leave are offered to part-time employees working at least 30 hours per week. Nothing in this manual shall prevent the Authority from changing, altering or discontinuing Authority provided benefits.

## HOLIDAYS

The following 12 and a half days are paid holidays:

- New Year's Day
- Martin Luther King Jr. Day (3rd Monday in January)
- Washington's Birthday/Presidents' Day (3rd Monday in February)
- Thomas Jefferson's Birthday (April 13, Floating Holiday)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veterans Day (November 11, Floating Holiday)
- Thanksgiving (half day on the 4<sup>th</sup> Wednesday, 4<sup>th</sup> Thursday and Friday in November)
- Christmas Eve and Christmas Day (December 24 and 25)

In the case of Monday-Friday work schedules, if a holiday falls on a Sunday, it is observed the following Monday. If it falls on a Saturday, it is observed the preceding Friday. An employee scheduled to work on the actual day on which a holiday falls, will receive holiday premium pay for each hour worked. All employees will receive 8 hours of regular holiday pay. Thomas Jefferson's Birthday ~~and Veterans' Day~~ is-are floating holidays and can be taken any time during the year. Holiday premium pay is not paid for work on the ~~ese~~ is days.

## ANNUAL LEAVE

Full-time employees accumulate annual leave at the following rates:

Years of Service	<5 Years	5 to <10 Years	10 to <15 Years	15 to <20 Years	20 to <25 Years	25 + Years
Annual Accrual Rate	96 hours	120 hours	144 hours	168 hours	192 hours	216 hours

Annual leave hours may be accumulated until they equal twice the annual accrual rate. Annual leave accumulations over the allowed amount will be lost as of January 1 of each year. Unused annual leave hours are paid upon separation provided that at least two-weeks' notice is given if the separation is voluntary.

**SICK LEAVE**

Full-time employees who participate in Plan 1 or Plan 2 of the Virginia Retirement System accrue 96 hours of sick leave per year. Sick leave is accrued at a rate of 3.69 hours per pay period. Full-time employees who participate on the Virginia Retirement System Hybrid Plan earn sick time every January 1<sup>st</sup> based on their service (see the chart below).

Sick leave is for personal illness, medical and dental appointments, or after exposure to a contagious disease. Sick leave used to attend members of your immediate family for the reasons above is limited to 40 hours per year (January 1 – December 31). Immediate family includes spouse, parents, parents-in-law, children, step-children, foster children, or other relatives or individuals residing in the same household. A supervisor may require a medical certificate for sick leave when leave is taken before or after a holiday or other scheduled day off, or when leave taken is in excess of three working days. A supervisor may also require a medical certificate when a sick leave occurrence exceeds one sick leave occurrence per three months.

Sick leave may also be used as bereavement leave in the event of a death in the immediate family, for up to ~~40~~24 hours per occurrence. Your immediate family in this case includes spouse, children, parents, foster children, siblings, grandparents, grandchildren, step-children, step-parents, guardian or same relative of spouse and any other relatives or individuals residing with the employee.

**SICKNESS DISABILITY AND PERSONAL TIME OFF POLICY (SDPTO)**

This policy applies to all employees that are enrolled in the VRS Hybrid Plan. Full-time employees earn SDPTO hours as follows:

Months of Service	Sick Leave Accruals (hours)
Less than 60	96 (8 hours per month)
60 to 119	104
120 or more	120

SDPTO can be used for personal illness, medical and dental appointments, or after exposure to contagious diseases. SDPTO can be used for family illness or injury, or bereavement. The first year of employment, a new hire will be credited for the accruals based on their anticipated months of service; thereafter, the employee will receive their annual accrual on January 1. SDPTO cannot be carried forward year-to-year

**SHORT-TERM LONG-TERM DISABILITY INSURANCE**

Disability insurance is provided to employees enrolled in the VRS Hybrid Plan. After meeting specific eligibility requirements, an employee receives partial salary for a maximum of 26-weeks each year beginning the 8<sup>th</sup> calendar day after illness/disability. A disability lasting longer than 26-weeks requires coverage to transition to a Long-Term Disability Plan.

**FAMILY AND MEDICAL LEAVE**

All employees are eligible for up to 12 weeks per year of Family and Medical Leave in the circumstances of birth, adoption or foster placement of child, and of serious medical condition of a family member or the employee. In many cases, use of annual and sick leave will count toward the twelve weeks. Any Family and Medical Leave not covered by current paid leave benefits will be Leave Without Pay. Please see the Personnel Management Plan,

(Section F., Leave Policy and Rules) your immediate department manager, or the Human Resources Manager if you have questions.

### **WORKER'S COMPENSATION**

If you are hurt on the job and the injury is considered compensable under the Worker's Compensation Act, the costs of your treatment, medicines, supplies, therapy, hospital, and other items will be paid through our Worker's Compensation insurance. This insurance also provides for 66<sup>2/3</sup> pay during time lost from the job should the lost time exceed seven calendar days. It is important that employee:

- Report every injury immediately to your immediate department manager and go to a doctor if necessary. Get help, don't tough it out. The Authority has a panel of physicians that handle all employee injuries or illnesses. Going to a physician other than a panel physician may result in you being personally responsible for these bills.
- Tell the doctor and others you were injured on the job and make sure the Authority receives the bill, not you. Do not provide your personal insurance information. If you do get a bill, give it to the Human Resources Manager as soon as possible for payment or reimbursement; and
- Cooperate with your immediate department manager, the insurance company and the Safety Committee in investigating the accident.

You are also required to review the Safety Manual and sign an acknowledgement.

### **MEDICAL INSURANCE**

You as an employee may participate in the Authority group health, dental and vision insurance plans. Please see the plan handbook for more details. You will be provided a copy of the summary plans on your first day of employment. The Authority contributes toward whichever option and plan you choose. The Authority will not contribute to any other insurance plan you may wish to substitute for this group plan.

### **RETIREMENT**

Full-time employees must participate in the Virginia Retirement System (VRS). On a biannual basis, the VRS actuarially determines the Authority's contribution rate. This contribution is a percentage of the employee's monthly credible compensation and is paid by the Authority into the VRS retirement funds for each employee. In addition, depending on an employee's enrollment in VRS Plan 1, VRS Plan 2 or VRS Hybrid the employee is required to make a minimum payment of 5% of their compensation into the VRS retirement fund. This member contribution is deducted on a pre-tax basis from the employee's biweekly pay. Please see the current VRS handbook for information on retirement, disability, and death benefits and options. There is no mandatory retirement age. A copy of the handbook can be found at [www.varetire.org](http://www.varetire.org).

### **SOCIAL SECURITY (FICA)**

Social Security is another part of our retirement benefit. A payment is withheld from your gross pay and this payment is matched by the Authority.

### **LIFE INSURANCE**

Participation in VRS includes a group life insurance plan, paid for by the Authority. The amount of insurance provided is your annual wage rounded to the next higher thousand and then multiplied by two. See the VRS

booklet for details. Employees may also elect to purchase additional life insurance for family members through optional insurance.

### **OPTIONAL BENEFITS**

The Authority supplements its core benefits package with various voluntary or optional benefits. The optional benefits currently offered include a 457 Deferred Compensation plan, Flexible Dependent and Medical Spending Accounts, Health Savings Accounts, health club membership at reduced rates, Legal Resources and Liberty Mutual group auto and homeowners group discounted rates. These benefits are subject to review and may be altered, changed or discontinued.

### **OTHER BENEFITS**

Military leave, court leave (jury or witness duty), supplemental leave, leave without pay, and educational assistance are described in the Personnel Manual, available from your immediate department manager, or can be viewed on our network in the Employee Drive Q: Personnel Management Plan\Personnel Management Plan Approved. Further information is available from your immediate department manager or the Human Resources Manager.

### **DEDUCTIONS**

The following deductions must be taken from your pay: Federal and State tax withholding, Social Security taxes, VRS member contributions, garnishments, and mandated child support payments. Voluntary deductions may be taken for the following: optional medical and dental insurance, AFLAC insurance, Credit Union, Deferred Compensation, Flexibility Spending Accounts, Health Club memberships, Health Savings Accounts, or others as the need arises.

### **DEPARTMENT MANAGERS**

Every employee has an immediate department manager (IDM) to whom he or she is responsible for the effective job performance. Your IDM's main responsibility is to see that the job gets done and that you are treated fairly. Together you and your IDM can work out most problems. You are expected to carry out your duties thoughtfully and thoroughly in accordance with the performance standards for your position. Disciplinary problems are handled through the Disciplinary Policy in the Personnel Management Plan (*Section G., Disciplinary Policy*).

Disciplinary action options include reprimands, suspension, demotion, reduction in pay, or dismissal for such offenses as (examples only and not limited to):

- Tardiness
- Absenteeism
- Neglect of duty
- Sleeping on the job
- Dishonesty
- Insubordination
- Fighting
- Incompetence
- Criminal convictions
- Harassment
- Work rules violations
- Unauthorized use of Authority Property

### **UNIFORMS**

Uniforms are provided to all operators, maintenance and certain engineering employees. You are expected to report to work in uniform and to remain in uniform until relieved of duty. You are required to wear your complete uniform while on the job and to wear appropriate shoes at all times. Failure to wear the complete uniform may result in disciplinary action. Uniforms may be worn home, but it is your responsibility to turn in uniforms for

cleaning on the scheduled days so that clean uniforms will be available. Employees who prefer to launder their uniforms may do so. If you leave the Authority, all uniforms and other equipment must be returned. You will be expected to reimburse the Authority for the cost of items not returned.

Operators, maintenance employees and certain other employees are required to wear approved steel-toe safety shoes on the job. The Authority gives an allowance credited July 1<sup>st</sup> of each year as set out in the Personnel Management Plan (*Section I., Administrative Policies*).

## SAFETY

Safety is important to everyone at the Authority. Your immediate department manager is expected to train you in the safety rules for your position and make sure that you have the proper equipment, use it properly, and follow the safety rules. Department managers are expected to provide continuing safety education. On-the-job accidents must be reported promptly to your department manager to ensure treatment and proper reporting. Employees must promptly report all accidents and injuries, no matter how slight. You are expected and encouraged to report to your department manager any unsafe conditions immediately and to bear safety in mind both on the job and at home. You may take safety concerns directly to the Safety Manager and/or the Safety Committee if you are not satisfied with your immediate department manager's response.

Our safety program is administered and advised by the Employee Safety Committee. Members serve two-year terms. This committee is charged with maintaining and improving our safety consciousness as well as improving the safety rules and safety education. Each accident is investigated to determine unsafe acts or unsafe conditions. The Authority has a safety incentive program. Please refer to the Safety Manual to which you will be provided access on your first day of employment.

## SPECIAL INFORMATION FOR TREATMENT PLANT OPERATORS

Most operators are expected to remain at the plant while on duty and are not to leave the plant site during their shift without the plant supervisor's or department manager's permission. The operator on duty is expected to remain on duty and in uniform until he/she has been relieved. Every effort will be made to minimize overtime and shift schedule changes, but the plant has to be staffed at all scheduled times. Acceptance of overtime to fill in for sickness, vacation, and emergencies is expected.

A good work habit is to report to work sufficiently early to receive any special instructions from the operator on duty or to learn of any equipment problems so that the operator being relieved can leave on time. Repeated tardiness will result in disciplinary action. The fact that treatment plants operate around the clock puts special requirements on the operators to ensure good control of the process. It is your responsibility to notify your plant supervisor or department manager with as much advance notice as possible (a minimum of four hours) when you will be absent or late to work. Having some other person call the operator on duty is not acceptable and may result in disciplinary action. Only rare exceptions will be made to this policy.

Operators who pass a licensing exam for a higher class license than the one currently held will be reclassified and be paid either the minimum for the new class or a rate in the new range 5% above the current salary, whichever is greater, provided the experience requirements have been met.

These provisions are intended to help insure proper training and qualification of water and wastewater treatment plant operators. Each operator is required to earn a Class 1 license level. Failure to obtain the required license will be grounds for termination or other disciplinary action.

## **GRIEVANCES**

The Authority hopes that all complaints and grievances can be resolved between you and your immediate department manager. If not, you deserve and have the right to submit grievances resulting from work situations and have them resolved speedily. The Personnel Management Plan contains a grievance procedure (*Section H., Grievance Procedure*) to be used when a grievable instance, situation or condition arises. Grievances cannot be used to change policy, but in general may be used to resolve interpretation/application of rules and policies, acts of reprisal for filing a grievance, certain disciplinary matters, or complaints of discrimination.

## **INCLEMENT WEATHER POLICY**

The objective of this policy is to establish procedures and guidelines for all Authority employees concerning the potential closings or delays in opening Authority facilities. For more information, refer to the Personnel Management Plan (*Section I., Administrative Policies*).

## **ROLES AND RESPONSIBILITIES**

The Executive Director will be responsible for determining whether a delayed opening or closing of some or all Authority facilities is necessary due to inclement weather.

Essential employees will be expected to report to work regardless of the weather. It is immediate department manager's responsibility to ensure their employees know whether they are considered essential or non-essential employees.

Notice of delayed opening or closing may be announced via local radio and local television announcements. These announcements are opening and closing notices to the general public that use these facilities and not Authority employee work schedule announcements. Non-essential employees should call (434) 977-2970 extension 333 for weather-related delays or closings that effect their work schedules.

## **SNOW/ICE REMOVAL**

Snow and ice removal will be based on the following priorities:

- Public parking and travel ways into and around all Authority facilities;
- Employee parking areas and travel ways;
- Main pedestrian walkways and ramps; and
- Other Authority driveways and facilities that are not maintained by other outside agencies.

These priorities may be altered as deemed necessary by the Department Manager when considering special events or circumstances.

## **USE OF LEAVE DURING INCLEMENT WEATHER INCIDENTS**

In order to address the questions regarding time that has to be made up or leave debited, the following shall apply:

- **Delayed Opening and/or Early Closing**

Non-essential employees will not be required to make up time missed due to weather-related delayed opening or early closing. However, if the employee leaves work prior to an early closing, the time between the departure and the early closing time must be made up in the same payroll week or annual leave or comp time debited. Should the employee report to work after the delayed opening time, the time between the delayed opening time and the actual time the employee reported to work must be made up in the same payroll week or annual leave debited.

- **Closed for the Entire Day**

Non-essential employees will not be required to make up lost time if offices are closed for the entire day.

- **Open or Close on Regular Scheduled Time**

Non-essential employees who are delayed due to weather conditions on days when the offices are opened at its regular time or who need to leave early due to weather-related concerns when the facility remains open until its normal closing time will be expected to account for time missed. Any time missed can be accounted for through either making up time or using annual leave. All time made up must be within the same payroll week.

- **Employee on Leave**

When an individual is on leave during a day that there is a delayed opening, early closing, or a complete closing, the time assessed for such leave is not adjusted for the changed schedule. An individual will be charged the full time that they are not at work.

## GENERAL INFORMATION AND BEHAVIOR GUIDELINES

The following information summarizes miscellaneous Authority policies from the Personnel Management Plan, previously written directives, and policy interpretations. It is not all-inclusive, and some information applies only to certain groups of employees, but the intent is to answer some of the more common questions as to what is expected with respect to attendance, work habits, and the like. All employees are expected to abide by these rules and guidelines and violation may result in disciplinary action.

Every effort will be made to minimize overtime and schedule changes, but certain staffing requirements must be met regardless of circumstances. Acceptance of overtime when necessary for operations is expected but immediate department managers are expected to be reasonable and fair in scheduling overtime and in making schedule changes.

Employees are expected to report to work on time. Repeated tardiness will result in disciplinary action. It is your responsibility to notify your immediate department manager with as much advance notice as possible, but a minimum of 4 hours before your shift starts, when you will be absent or late to work.

It is understood that treatment plant operators are to take time to eat between duties during their shifts. All other departments have a scheduled non-paid meal break. Limited kitchen facilities are available, but extensive meals should be prepared at home, not on the job. Normal work schedules vary from 8-hour, 9-hour, 10-hour to a 12-hour work day. The workweek may also vary among position and department.

Outside interests that conflict with your ability to be alert and attentive to your job are discouraged. Any employee that has another job outside of the Authority must advise their immediate department manager of this. It may be necessary that your extra employment be reviewed by the Executive Director for any conflicts of interests with your Authority position. Working a second job may not allow you sufficient rest to do a satisfactory job here and may



result in poor performance evaluations. Should your outside interests or other job have an adverse impact on the Authority, you may be asked to terminate your outside job or activity if you wish to remain with the Authority.

Telephones are for Authority business and personal calls should be minimized. No personal long-distance calls may be charged to the Authority. You are expected to handle incoming calls politely and efficiently. Entertaining visitors while on duty is not permitted. If you want to show friends or relatives where you work, schedule visits on daylight hours during weekdays. You are not permitted to carry firearms while on duty or on Authority premises without prior permission from the Executive Director.

Employees who use, are under the influence of, or have possession of intoxicants or controlled substances (as defined by the Code of Virginia) while on duty either on or off Authority premises or in an Authority vehicle are subject to immediate dismissal. See Section L., Substance Abuse Policy of the Personnel Manual for further information.

You are responsible for the proper use and maintenance of equipment and vehicles used in your work. You are expected to report any defect you cannot fix to your immediate department manager as soon as possible. Do not operate any equipment or vehicle if its safety is questionable.

The personal use of Authority equipment or facilities is permitted to a reasonable extent; however, permission must be obtained from a department manager each time something is borrowed or used. The personal use of Authority vehicles is not permitted. Abuse of this privilege or of the equipment may result in the loss of this privilege for everyone. Use of Authority equipment or facilities, including personal car washing, is limited to off-duty hours or scheduled breaks.

Computers, internet, e-mail and voicemail are tools available to employees to perform the duties of their position. No user should presume that any file or message generated, received, transmitted or stored on any Authority system is private. This includes, but is not limited to, e-mail, voicemail, text documents, graphics files, executable files, audio files and printouts. No web page viewed using the Authority equipment or accounts are private. The Authority reserves the right to inspect any hardware, software or file at any time for any reason. The Authority reserves the right to monitor internet usage, including the logging of sites visited. If password protection is used on any file, directory, software package or machine, a copy of the password used must be forwarded to the appropriate department manager and the Human Resources Manager. Before any software or hardware is purchased or installed, you must check with the Information Systems Administrator first. Personal use of computers, printers, e-mail and the internet must be kept to a minimum. In addition, personal use should be confined to personal time. Excessive personal use may, at your immediate department manager's discretion, result in loss of the privilege of personal use. E-mail attachments should only be opened if they are from a trusted source. Users will be held responsible for damage done by computer viruses that come in attached to personal e-mail. The use of any of the Authority's equipment, e-mail or internet connections for any illegal, discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive purpose is strictly prohibited and will result in disciplinary action. See Personnel Management Plan for more information (*Section I-9, Administrative Policies, Technology System Acceptable Use Policy*).

As a vital part of the Authority's security system, an identification badge with the employee's name, photo and department will be issued to employees on their first day of employment. All employees are required to carry an

ID badge during their shift or while conducting any Authority business on or off premises. All employees are required to produce their ID badge when requested.

If an identification badge is lost or stolen, the employee must obtain a replacement. A fee of \$5.00 will be assessed for all replacement badges. Lost or stolen cards should be reported to your immediate department manager, as soon as possible. Failure to be able to display or produce your ID badge when requested or excessive loss or damage to cards can lead to disciplinary action.

Upon termination, employees will be required to return ID badges to Human Resources.

## STANDARDS OF CONDUCT

The Authority is a public corporation and thus special demands and responsibilities must be met by its employees. We are always in the public eye, with our work subject to critical review by the people who pay our wages through their water and wastewater rates. Also, our facilities by their nature lie across the property of many landowners who have their own expectations of our conduct. We are required by these facts to conduct ourselves with courtesy, fairness, honesty, and efficiency while maintaining our own dignity.

Our function in the community is a critical one. This great responsibility requires conduct that not only meets the demands and responsibilities above but also helps ensure safe, effective, and efficient operations. The standards of conduct below define general and specific behavioral guides to which all employees are expected to conform. You are hired with this expectation and breaches of these standards will be met by a range of disciplinary actions. It is the intent of this policy to establish fair and objective process means for correcting and treating unacceptable conduct and to distinguish between less serious and more serious misconduct and provide for timely correct action. While the standards cannot cover all circumstances, you should remember that your actions with the public and your co-workers are expected to be and to appear to be courteous, fair, honest, non-discriminatory and efficient.

All employees are expected to have timely and regular attendance, their time at work applied to the duties of their position, satisfactory work performance, and appropriate work attire. See the Personnel Management Plan (*Section I., Administrative Policies*).

## CONFLICT OF INTEREST

Employees must not have a material financial interest in or engage in any business or profession that conflicts or appears to conflict with job responsibilities or that tends to impair independence of judgment or action on the job. Likewise, employees must not use their positions for personal gain beyond wages and benefits and must keep confidential all information acquired through employment when that information is not available to the public. See the Personnel Management Plan (*Section I., Administrative Policies*).

- **Gifts**

Employees must not accept gifts of goods, favors, services, or money from any person or firm which would influence or could be inferred to influence the impartial discharge of duties. Employees also must not accept such gifts for services the Authority pays them to provide. If such gifts cannot be gracefully declined, the employee should either donate them to charity or in some cases make them available department-wide or Authority-wide. Promotional items such as individual caps, pens, pencils and the like can usually be accepted without fear of violating this standard. Likewise, acceptance of occasional meals or attendance at social activities provided by business contacts or vendors can usually be accepted. Favoritism will not be tolerated. Employees should remember that donors of gifts will probably expect or

seek preferential treatment. If you have **any** doubts as to what to do, ask your department manager or the Executive Director before accepting any gift.

- **Nepotism**

No employee in a supervisory position shall have under his or her direct supervision any employee whose relationship is of the first or second degree either by blood or marriage. In the event of a promotion which brings about the conditions thus described, the employee of lower rank shall be transferred to another position for which he or she is qualified when a vacancy occurs.

Relationship of the first or second degree shall mean: father, mother, brother, sister, spouse, son, daughter, aunts, uncles, son-in-law or daughter-in-law, brother-in-law, step-family members and any other relatives or individuals residing with the employee.

- **Discrimination**

Employees must not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity, disability, political affiliation, or national ancestry. Equal employment opportunity is not just a set of words but a commitment by the Authority to make affirmative action to provide a work place in which employee qualifications, merit, and fairness are the governing rules regarding hiring, assigning work schedules, promotion, compensation, benefits, educational opportunities, and disciplinary actions. If you see an apparent act of discrimination or feel you have been discriminated against, speak up or use the Grievance Procedure. The Human Resources Manager is available as a sounding board and any charges brought forth will be held in confidence as much as is legally allowable.

- **Harassment**

The Authority is committed to provide a work environment that is free from all forms of conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, sexual orientation, gender identity, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated. Specifically related to sexual harassment, it is illegal for any employee, male or female, to harass another employee by (1) making unwelcome sexual advances or requests for sexual favors, or engaging in other verbal or physical conduct of a sexual nature; (2) making submission to or rejection of such conduct a basis for employment decisions affecting the employee; or, (3) creating an intimidating, hostile, or offensive working environment by such conduct. See the Personnel Management Plan for more information (*Section E., Harassment Policy*).

If you see an apparent act of harassment of any nature or feel you have been harassed, speak up and/or use the Grievance Procedure. The Human Resources Manager is available as a sounding board and any charges brought forth will be held in confidence as much as is legally allowable.

- **Outside Activities**

Employees are encouraged to be active in professional, civic, and charitable organizations. With department manager approval, employees may occasionally work for such organizations (other than religious or partisan political organizations) during working hours, provided there is a reasonable relationship to work duties.

- **Ethics in Purchasing**

Those employees responsible for purchasing, that is, divisional directors, department managers, and the Accounting/Purchasing Technician are expected to be familiar with the code of ethics incorporated into the Authority's Purchasing Manual.

- **Other Standards of Conduct**

See the Personnel Management Plan for additional expectations for standards of conduct.

- **Violations**

Any employee, who is found in violation of the Standards of Conduct after the appropriate investigation, will be subject to disciplinary action depending upon the circumstances, from a warning in his or her personnel file up to and including immediate dismissal from employment.

## **FURTHER INFORMATION**

The Human Resources Manager, the Director of Finance and Administration, and your department manager are the people to contact for general information about topics in this Handbook. They can also give you copies of such material as the Grievance Procedure if you need them. Don't hesitate to call, because there are no "silly" questions if you are concerned about work matters.

## B. Recruitment and Hiring Policy

### 7. Orientation Policy

All new employees will receive a copy of the Authority Employee Handbook prior to their first day of employment. New employees will attend an orientation session with the Human Resources Manager, ~~and~~ the Payroll and Benefits Coordinator and the Safety Manager on their first day of employment, during which all of their employment documentation, to include Employment Eligibility forms, will be completed.

## B. Recruitment and Hiring Policy

### 1. Policy

It is the policy of the Authority to hire employees through a systematic recruitment and selection process that identifies, attracts, and selects the most qualified applicants for employment. All applicants are considered on the basis of job requirements and applicant qualifications and otherwise without regard to race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, marital status, status as a veteran, disability, or any other non-job-related factor. The Authority's programs and practices seek to foster internal advancement opportunities for current employees. The Human Resources Department is responsible for overseeing the recruitment and selection process. All recruitment and selection will be done in accordance with applicable policies and laws and no selection decision will be made that would constitute unlawful discrimination in violation of state or federal laws.

## L. Substance Abuse Policy

### Section I: General Policy, Provisions and Definitions

#### 3. Selection Process

- a. All employees are subject to unannounced testing based on random selection.
- b. The random selection procedure will be a computer-based number generator and conducted by the Medical Review Officer (MRO) facility.
- c. The Authority will maintain two separate random drug testing pools: a CDL Drivers testing pool and a Non-CDL Drivers testing pool. “Covered positions” include both Commercial Driver’s License (CDL) positions and Non-Commercial Driver’s License (Non-CDL) positions from which selection will take place. The Non-CDL pool selection will be 10% for the first twelve months after the adoption of this policy, and will remain 10% in subsequent years unless the Executive Director determines on a year-to-year basis that the percentage needs to be increased, decreased, or suspended. ~~not to exceed 25% without Board of Directors’ approval,~~ on the basis of statistics showing increased number of positive Non-CDL alcohol or drug tests in the preceding year or due to unforeseen circumstances that may cause regular testing of Non-CDL employees to potentially be hazardous or unsafe. Non-CDL testing should not to exceed 25% without Board of Directors’ approval The CDL pool selection will be based on the requirements from the United States Department of Transportation.
- d. Within every twelve (12) month calendar period, the Authority shall randomly test from each pool unless the Executive Director has suspended Non-CDL testing. An employee may be randomly picked more than once or not picked at all during a twelve-month period.
- e. An employee shall only be tested for alcohol while the employee is performing, just before the employee is to perform, or just after the employee has performed their work tasks. It is the Authority’s position that covered employees are expected to perform their work functions any time that they are on duty or on paid on-call to report to duty.

## E. Harassment Policy

### 1. Policy

It is the policy of the Authority to provide a working environment that is free from all forms of discrimination and conduct that is considered harassing, coercive, intimidating, or disruptive, to include sexual harassment. Actions, words, jokes or comments based on an individual's sex (including pregnancy), race, color, national origin, age (over 40), religion, disability, genetic information, sexual orientation, gender identity, and any other legally protected characteristic will not be tolerated. This policy includes reporting procedures and remedies in the event of harassing behavior.



## F. Leave Policy and Rules

### 2. Holiday Leave

It is the policy of the Authority to ensure that all regular employees enjoy the same number of holidays each year, irrespective of the provisions of the section below on granting holiday leave. The standard shall be the number of holidays in a year which will be celebrated by regular employees.

The following holidays are observed by the Authority and shall be granted to all full-time employees with pay, and to part-time, non-benefited employees without pay, unless such employees are required to be on duty as scheduled:

- New Year's Day, January 1
- Martin Luther King Day, Third Monday in January
- Presidents' Day, Third Monday in February
- \*Jefferson's Birthday, April 13 (Floating)
- Memorial Day, Last Monday in May
- Independence Day, July 4
- Labor Day, First Monday in September
- \*Veterans Day, November 11 (Floating)
- Thanksgiving, close at 12:00 pm the fourth Wednesday, closed on fourth Thursday and Friday of November
- Christmas Eve, December 24
- Christmas Day, December 25

\*The RWSA/RSWA offices will be open on Jefferson's Birthday, April 13 and Veterans Day, November 11. Holiday leave may be taken on the formal holiday with the department manager's approval. If leave is not taken on the holiday, it will become 8 hours of annual leave and will be treated as such. Holiday premium pay will not be paid for time worked on April 13 and November 11.

## F. Leave Policy and Rules

### 4. Sick Leave

Sick leave is leave with pay granted to an employee for an illness, bodily injury resulting in temporary disability, medically required confinement and medical/dental appointments. Up to 40 hours of Sick leave may also be used for bereavement leave in the event of the death of an immediate family member, per instance. and Up to 40 hours of sick leave may be used as immediate family sick leave per year. Immediate family ~~in this event~~ includes spouse, children, parents, step-siblings, foster children, siblings, grandparents, grandchildren, step-children, step-parents, guardian or same relative of spouse and any other relatives or individuals residing with the employee. The FMLA policy may apply in some instances of sick leave after the first 12 months of employment.

A doctor's certificate or other documentation of illness may be required by a department manager should absence exceed three days or when misuse of sick leave is suspected. This certificate or documentation will include the nature of the employee's condition and the expected date on which the employee will be able to return to work and perform their normal job duties.

## G. Disciplinary Policy

### 1. Unsatisfactory Work Performance or Misconduct

Each need for discipline has varying circumstances and requires the exercise of discretion on the part of the employee's department manager. Disciplinary action may be taken for any of the following examples of unsatisfactory work performance and misconduct. These examples are not in any way to be construed as a comprehensive listing of possible violations nor are they to be considered as rigid guidelines.

- a. Recurring tardiness
- b. Absence without leave
- c. Violation of the Substance Abuse Policy
- d. Sleeping on the job
- e. Serious neglect of work
- f. Serious neglect of duty
- g. Insubordination, defined as refusal to comply with a direct order from a department manager
- h. Deliberate or careless conduct endangering the safety of oneself or other employees
- i. Pattern(s) of safety violations, severity of risk to be determined
- j. Negligence in the care and handling of Authority or customer property
- k. Theft or unauthorized use of Authority property or of another employee's property
- l. Incompetence or inefficiency in the performance of required job duties
- m. Use of offensive, abusive, threatening, coercive, indecent or discourteous language toward department managers, divisional directors, other employees, or members of the public
- n. Intentional falsification of personnel records, time records, or any other Authority records or reports
- o. Provoking, instigating or participating in a fight while on duty or on Authority property or in an Authority vehicle
- p. Harassing other employees
- q. ~~Carrying of a firearm during work hours or on Authority property or in Authority vehicles~~
- ~~r.~~ Violation of Section I.1., "Administrative Policies, Conflict of Interest/Accepting Gifts".
- ~~s.~~ Violation of Authority Policies

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## I. Administrative Policies

### **19. Essential Employees – New Policy**

Employees who are designated as required to work when the main office is closed due to weather or other emergencies are considered essential. Essential employees generally must work to maintain ongoing and safe operations and basic public services, such as Water Operators, Wastewater Operators, Chemists and Mechanics.

Occasionally, employees who are not normally considered essential may be required to work if the circumstances require it. This determination will be made by the Executive Director and/or an employee's Manager or Divisional Director.



**MEMORANDUM**

**TO: RIVANNA WATER & SEWER AUTHORITY  
RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: LONNIE WOOD, DIRECTOR OF FINANCE AND  
ADMINISTRATION**

**REVIEWED: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: PURCHASING MANUAL AND POLICY UPDATES**

**DATE: JUNE 23, 2020**

The Authorities Purchasing Manual was last updated in February 2018, as adopted by the Boards. Since that time, several changes have been made to the Virginia Public Procurement Act (VPPA). It is recommended that the policy changes outlined below be incorporated into the Authorities Purchasing Manual as the VPPA has been traditionally followed by the Authorities.

**Purchasing Thresholds**

- The Small Purchase Threshold was increased from \$5,000 to \$10,000. At this level, verbal quotes are required for the purchase of goods and services (non-professional and professional).
- The Professional Services Threshold increased from \$60,000 to \$80,000. At this level, a formal Request for Proposal is required.
- The largest change in the VPPA this year is for the formal procurement threshold for goods and services. This was increased from the current \$100,000 level to \$200,000 level. This is applicable to either bidding or competitive negotiation. Additionally, all procurements under \$200,000 (currently \$100,000) will now be awarded by the Executive Director.

Changes to purchasing thresholds have not changed since 2013 and are as follows:

<b>Procurement Thresholds for Goods &amp; Non-Professional Services</b>	<b>Current Manual 2018</b>	<b>Draft Manual 2020</b>
• Purchase Requisition/Purchase Order Required	\$5,000 and above	\$10,000 and above
• Soliciting verbal quotes required (3)	\$5,000 - 29,999	\$10,000.01 - 50,000
• Soliciting written quotes required (4)	\$30,000 - 99,999	\$50,000.01 - 200,000
• Formal invitation for bid	\$100,000 and over	\$200,000.01 and over
• Formal Request for Proposal, Non-Professional Services (competitive negotiation)	\$100,000 and over	\$200,000.01 and over

<b>Procurement Thresholds for Professional Services</b>	<b>Current Manual 2018</b>	<b>Draft Manual 2020</b>
• Purchase Requisition/Purchase Order Required	\$5,000 and above	\$10,000 and above
• Soliciting verbal quotes required (4)	\$5,000 - 59,999	\$10,000 - 80,000
• Formal Request for Proposal, Professional Services (competitive negotiation)	\$60,000 and above	\$80,000.01 and above

**Health Insurance Contracts**

It is recommended to include health insurance and other employee health benefit contracts to the sections allowing the Executive Director to award contracts. (See Section VIII and Section XI). Insurance industry practices do not allow for the Request for Proposal (RFP) process to begin before the April board meeting. Therefore, the Authorities must conduct the RFP process within a limited timeframe. This includes the soliciting and review of proposals, contract award and preparation of employee open enrollment documents. The Authorities conduct open enrollment mid-May, making it too late to make an award recommendation at the May board meeting. This exception was previously approved for the purchase bulk chemicals.

**Other Items**

Since the last adoption of the Authorities Purchasing Manual, several other minor changes were made as needed from the amended code. This includes changing or adding *Code of Virginia* sections to match the current code, and minor clarifications in wording. A red-lined version is attached to this memo for your review.

**Board Action Requested**

It is requested that the Board of Directors approve the updated Purchasing Manual effective July 1, 2020. (as shown in the attached red-lined version).

# **PURCHASING MANUAL**

## **RIVANNA WATER & SEWER AUTHORITY AND RIVANNA SOLID WASTE AUTHORITY**

[DRAFT](#)

Revised and adopted draft — [March 24](#)~~[February 27, 20](#)~~[2018](#)

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## I. INTRODUCTION

This Manual has been prepared as a reference and guide for the purchasing policies and procedures adopted by the Rivanna Water & Sewer Authority and the Rivanna Solid Waste Authority (together “Authority”). This Manual is designed to guide all Authority employees involved in some way in the purchasing function in implementing the Authority’s procurement regulations in the acquisition of all goods and services, including construction services to make the policies and procedures clearly understood resulting in a more effective and efficient system.

The requirements of this Manual are intended to assure fair and ethical procurement practices for the cost-effective acquisition of all goods and services, including construction services, and to promote good, continuous relations with suppliers. The Manual is also intended to assure compliance with the Virginia Public Procurement Act, as amended (Virginia Code § [2.2-4300](#) et seq.) and other applicable law. By buying competitively the Authority will obtain maximum value for public funds spent. Nothing in this Manual and no deviation from its guidance by Authority staff is intended to nor shall create rights in any third person, including but not limited to Authority suppliers, contractors, service providers, bidders or proposers.

No person shall purchase or contract for any goods, services, insurance or construction except as provided by this Manual. The Authority shall not be bound by any purchase order or contract made contrary to these procedures. Any person responsible for such purchase shall be held personally liable for such purchase, and, if already paid for out of Authority funds, the amount may be recovered in the name of the Authority.

The Manual shall be subject to the requirements of the Virginia Public Procurement Act as amended. This Manual was adopted with all provisions effective as of July 1, 2013 (Subsequently revised and adopted – October 27, 2015, February 27, 2018). To the extent any provision in this Manual is deemed inconsistent with the Code of Virginia, Title 2.2, Chapter 43, the Virginia Public Procurement Act, whether due to amendment of that Chapter or otherwise, then the provisions of that Chapter shall control as to such inconsistency.

## **II. PURCHASING STAFF ORGANIZATION**

The Executive Director is authorized to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Board. The Executive Director, or his designee, shall have the sole authority to authorize, in writing:

- 1) extension of professional services contracts per the renewals authorized in the original terms and conditions of the contract and within the limitations specified in law; and
- 2) use of competitive negotiation for construction services as provided by law.

The Executive Director has delegated to the Director of Finance/Administration the role of Purchasing Agent.

### **The Purchasing Agent:**

- 1) manages the purchasing function, with certain exceptions related to capital project contracts as noted below\*;
- 2) helps set policy; and
- 3) supervises all procedures including interpretation of policies and procedures.

### **The Purchasing Agent is responsible for the:**

- 1) procurement of insurance, goods, non-professional services, and non-capital construction services\*;
- 2) general supervision of all inventories of goods held by the Authority;
- 3) the development and enforcement of specifications;
- 4) the disposal of surplus property;
- 5) the enforcement of these policies and procedures; and
- 6) ensuring that this Manual maintains conformance with the Code of Virginia and other applicable law and with efficient Authority operations.

The Purchasing Agent has delegated certain authority and responsibility to the Buyer and, under the Small Purchase Procedure, to the Managers and Directors. The Purchasing Agent monitors all purchasing activity, including that managed by the Executive Director, for compliance with these rules and regulations and applicable laws.

### **The Accounts Payable/Purchasing Technician is designated the Authority's Buyer and is responsible for:**

- 1) following procedures;
- 2) the selection of vendors and ordering (with certain exceptions noted below\*);
- 3) follow through;
- 4) record keeping; and
- 5) verification of coding of purchases.

The Buyer is under the regular supervision of the Purchasing Agent and delegates Buyer functions to staff as appropriate.

*\*Exception: The hiring of legal and other professional services and the procuring of contracts for construction or capital related projects are managed by the Executive Director with the technical assistance of the Purchasing Agent.*

### III. POLICY

Purchasing staff has the responsibility to purchase or contract for all insurance, materials, equipment, [professional](#) and non-professional services. The Authority strives to achieve the goal of securing the best value in acquiring materials or services through open and fair competition among vendors. This Manual is intended to assist responsible Authority staff to ensure that all procurements:

- 1) are made in an ethical manner that is impartial and above reproach, with preferential treatment for none;
- 2) are made efficiently and economically through open and fair competition among vendors;
- 3) ensure, at a minimum, that:
  - a) solicitations and contracts are properly advertised, posted and issued;
  - b) the methods of contractor selection and contract type are appropriate to the procurement and represent the Authority's best interest;
  - c) bonding and security are obtained when appropriate;
  - d) contractors have the necessary insurance to protect the Authority's interests;
  - e) liquidated damages, when appropriate, are included in contracts;
  - f) contractors perform in accordance with the terms and conditions of their contracts; and
  - g) payments are made only for goods and services, including construction services, received and authorized in the contract.
- 4) are made only to contractors selected in accordance with the stated evaluation criteria;
- 5) are made without restrictive specifications that limit or inhibit full and open competition;
- 6) are made on a sole-source or limited competition basis only after justification in writing [and public posting as required](#);
- 7) include reasonable efforts to increase the opportunity for participation by business enterprises eligible under the Authority's Disadvantaged Business Enterprise Program;
- 8) are approved at the proper level; and
- 9) have approved funding.

#### IV. ETHICS

The Authority recognizes its special responsibilities under the Code of Virginia and incorporates Article Six, "Ethics in Public Contracting," of the Virginia Public Procurement Act, Article 6, Virginia Code § [2.2-4367](#) et seq., Virginia State and Local Government Conflict of Interests Act, Va. Code § [2.2-3100](#) et seq., Virginia Governmental Frauds Act § [18.2-498.1](#) et seq., and Articles 2 (§ [18.2-438](#) et seq.) and 3 (§ [18.2-446](#) et seq.) of Chapter 10 of Title 18.2 into its Policies and Procedures. The Standards of Conduct section of the Authority Personnel Manual are also part of the behavior requirements.

The following rules should guide Authority employees involved in the procurement process:

- 1) All employees having official responsibility in the procurement process are subject to and should become familiar with its provisions.
- 2) Definitions:
  - a) "Official responsibility" means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.
  - b) "Procurement transaction" means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.
  - c) "Immediate family" shall mean a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.
  - d) "Public employee" shall mean any person employed by a public body, including elected officials or appointed members of governing bodies.
- 3) No employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the Authority when that employee knows that:
  - a) the employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;
  - b) the employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent;
  - c) the employee, the employee's partner or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
  - d) the employee, the employee's partner or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.
- 4) Vendor contacts should be limited to the purpose of obtaining information related to an actual Authority purchase.
- 5) No employee will accept any gifts, meals, or free trips prior to the awarding of a purchase contract or subsequent to award of a contract except as may be provided for as a part of the contract.
  - a) Should any bid, proposal or contract require travel outside the Authority's service area, all travel related expenses shall have been provided for as part of the contract or they shall be paid for by the Authority.

- b) This section shall not prohibit employees from accepting items of nominal value which are generally available and are primarily intended for advertising. The Authority has determined nominal value to be \$25.00.
- 6) No employee or former employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one (1) year from the cessation of employment by the Authority unless the employee, or former employee, provides written notification to the Executive Director prior to commencement of employment by that bidder, offeror or contractor.
- 7) No employee may contract to provide goods or services to the Authority.
- 8) No employee shall have a financial interest in the purchase of Authority surplus material and equipment in excess of \$500 or purchase such surplus material unless allowed by law.

### **Gifts**

The following rules should guide employees' acceptance of gifts related to services provided in the course of their job.

- 1) Employees will not accept any personal gift, favor, service, money, business or professional opportunity, or anything of value which might reasonably be inferred as having the potential to influence the impartial discharge of duties, or as a reward for an official action.
- 2) Gifts should be discouraged. If the gifts cannot be declined gracefully, and are of more than nominal value (see 5b above) the gifts shall be declared surplus property and addressed accordingly unless the gifts are consumables, e.g. cookies, in which they will be set out for all to consume. Employees should bear in mind that the donor of gifts, presents and favors may come to expect or seek preferential treatment. Therefore, the perception of an individual's action is as important as the monetary value of the gift.
- 3) Employees with procurement responsibilities will not accept gifts or money for services the Authority pays them to perform.
- 4) Favoritism, especially as a result of acceptance of a gift or favor, will not be tolerated. Employees will not give any special consideration, treatment or advantage to any vendor or citizen beyond that which is available to every other vendor or citizen.
- 5) Nothing contained herein prohibits employees from attending vendor-sponsored seminars or trade shows where they will benefit from receiving product information and learning of new techniques and product or service trends. Food, drinks and give-away items offered to all participants at such functions may be accepted by Authority employees attending.

## V. AUTHORIZED METHODS OF PROCUREMENT AND THRESHOLDS

### Authorized Purchase Methods

- 1) Field Purchase (See below)
- 2) Small Purchase (Section VII)
  - a) Goods and Services
  - b) Professional Services
- 3) Request for Proposals
  - a) Goods and Services (Section VIII)
  - b) Professional Services (Section IX & X)
- 4) Invitation for Bids (Competitive Sealed Bid) (Section XI)
- 5) Sole Source (Section XV)
- 6) Emergency (Section XVI)
- 7) Cooperative Procurements (Section XVII)
- 8) Public Auction (See below)
- 9) Public-Private Partnership in Education and Infrastructure Act (PPEA) (See below)

### Thresholds – Small or Informal Purchases

- 1) **Under \$1,500 - Field Purchase, Small Purchases ~~below \$510,000~~ and below**  
Small purchases under \$1,500 are considered field purchases for operational needs by Directors and Managers (or as delegated) for time and convenience purposes. Field purchases are to be held to a minimum and all are subject to review by the Purchasing Agent. Only in unusual circumstances may \$1,500.00 be exceeded.  
  
Procedures for the purchase of goods and services from \$1,500 to ~~\$510,000~~ will be prescribed by the Purchasing Agent or the Executive Director. The Purchasing Agent shall from time to time evaluate the use of field purchases and purchases ~~below \$510,000~~ and below to determine whether warehousing of spare parts or the like is advantageous. Single transactions ~~under \$510,000~~ and under do not require competition, though it's always advisable.
- 2) **All Purchases over ~~\$105,000~~**  
All purchases over ~~\$105,000~~ must have a purchase order.
- 3) **Goods, Non-Professional Services and Construction: ~~\$510,000.01~~ to ~~\$50,00029,999.99~~**  
*Requires soliciting at least three (3) written or verbal quotes from valid sources.* Include businesses, if available, from the annual listing provided by the Authorities which includes businesses certified by the Virginia Department of Small Business and Supplier Diversity that sell the products and services most commonly purchased by the Authorities. Requisition to be prepared and a tabulation of the quotes received should be forwarded to Purchasing where the documentation will be audited and, if approved, a purchase order will be prepared and mailed. Files are required for the annual audit. Requisitions without proper documentation may be returned. It is strongly recommended that all quotes over ~~\$510,000~~ be confirmed in writing.
- 4) **Goods, Non-Professional Services and Construction: ~~\$350,000.01~~ to ~~\$199,999.99~~**  
*Requires soliciting at least four (4) written quotes from valid sources.* No fewer than four (4) valid sources shall be solicited to submit written quotations for purchases between ~~\$350,000~~ and ~~\$199,999.99~~. Include businesses, if available, from the annual listing provided by the Authorities which includes businesses certified by the Virginia Department of Small Business and Supplier Diversity that sell the products and services most commonly purchased by the Authorities.

5) **Professional Services: ≥\$510,000 - \$59,999.9980,000**

*Requires soliciting at least four (4) written quotes from valid sources.* Include businesses, if available, from the annual listing provided by the Authorities which includes businesses certified by the Virginia Department of Small Business and Supplier Diversity that sell the products and services most commonly purchased by the Authorities. Professional services are defined in the Glossary (Section XXVII). All other services are classified as non-professional. The VPPA provides the authority for local public bodies to develop procedures to solicit single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$680,000 (refer to Small Purchase procedures for professional services Page 13).

**Thresholds – Formal Procurement Procedures**

1) **Professional Services above \$680,000 and above**

Requires a formal Request for Proposal.

2) **Goods and Non-Professional Services: Over \$100,000200,000 and above**

All purchases for goods and non-professional services over \$100,000200,000 must have a formal procurement process, either a competitive sealed bid or competitive negotiation, unless exceptions apply.

**Other Purchasing Methods**

3) **Public Auction**

Upon a written determination made in advance that the purchase of goods, products or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The written determination, approved by the Purchasing Agent, is required stating the basis for the determination. All requests for using a public auction on procurements exceeding the formal competitive sealed bidding process requirements must be reviewed and approved by the Executive Director or his designee. The written determination must be retained in the contract file.

4) **Public-Private Partnership in Education and Infrastructure Act (PPEA)**

When authorized in advance by the Board of Directors, the Authority may solicit proposals for projects under the Virginia Public-Private Partnership in Education and Infrastructure Act as an alternative means of procurement to the options represented in this Manual. In soliciting proposals under the PPEA, the Authority shall follow the PPEA Guidelines (previously adopted by the Board of Directors of the RWSA only) and included as **Appendix A** to this Purchasing Manual as adopted by the Board of Directors of both the RWSA and the RSWA in 2013.

The Authority may also receive unsolicited proposals from potential contractors as prescribed in the Authority's PPEA Guidelines.

## VI. EXEMPTIONS TO PROCUREMENT (QUOTES, BIDS, OR PROPOSALS)

The Authority has determined that the following categories of purchases are often not susceptible to competitive purchasing and thus are either exempt from the relevant requirements in the purchasing procedure or are treated explicitly in sections of this Manual. However, one quote must be obtained and documented, and a purchase order must be issued for requirements over the delegated purchase limit.

Those categories are:

- 1) purchases ~~under~~ less than or equal to the delegated purchase limit of \$510,000;
- 2) The following selected categories of goods and services up to and including the formal competitive process requirement:
  - a) legal services or expert witnesses or other services associated with litigation or regulatory proceedings;
  - b) books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and videocassettes, compact discs, slide presentations, etc., when only available from the publisher/producer;
  - c) academic/research consulting services;
  - d) honoraria, entertainment (speakers, lecturers, musicians, performing artists);
  - e) training that is specialized, proprietary, and not typically available to the general public for which competition is generally unavailable, off-site, and requires a registration fee. Contact the Procurement Division to ascertain if the training being requested is available through an existing contract or another source;
  - f) royalties and film rentals when only available from the producer or protected distributors;
  - g) professional organizational membership dues;
  - h) writers;
  - i) artists (does not include graphic artists); original works of art; and original, or authentic antique period art frames (does not include newly created replacement or reproduction frames);
  - j) photographers other than for graduations and yearbooks, e.g., for official photographs/portraits;
  - k) advertisements such as in newspapers, magazines, journals, radio, television, etc.;
  - l) utility charges, where competition is not practicably available;
  - m) accreditation fees and academic testing services; and
  - n) pumps and other equipment repair services when the initial anticipated cost is expected to be under the delegated purchase limit of \$510,000, but after equipment tear down it is realized additional repair work is needed and the ability to obtain competition is limited due to the circumstances. Documentation of a fair and reasonable price must be made prior to processing payment for any such purchase.
- 3) purchases of used equipment up to and including the formal competitive sealed bidding requirement. This also includes used equipment purchased at a public auction, if determined in writing that the purchase would be in the best interest of the Authority;
- 4) purchases from the federal government, other states and their agencies or institutions, and public bodies, if the terms and conditions of their contract permit such purchases and meet the requirement of the VPPA. Care must be exercised to be certain that the price is fair and reasonable. This exemption



includes all purchased for good and/or services obtained within the Virginia Water and Wastewater Agency Response Network (VA WARN) emergency assistance program;

- 5) surplus property;
- 6) purchases for testing or evaluation services (limited to purchases of quantities considered necessary for complete and adequate testing) not to exceed the dollar threshold defined above for formal procurement of goods and non-professional services;
- 7) emergency purchases (competition obtained when practicable);
- 8) purchase or lease of real estate and easements;
- 9) travel services; and
- 10) purchase under a cooperative procurement contract through another state or local public agency as described in Section XVII of this Manual provided pricing under such contract was competitive.

## VII. SMALL OR INFORMAL PURCHASES

This section covers procedures for informal procurements of goods and non-professional services based on price, to include processes requiring both verbal and written quotes. For thresholds on informal purchases, to include thresholds that require written quotes, see Section V of this Manual. This Section does not include the procurement of non-professional services by competitive negotiations (see Section VIII for competitive procurement procedures).

Your total requirements should be considered in determining the value of the purchase. You cannot use an informal, small purchase to drive a large sole source award later.

### Obtaining Quotes

When you get a verbal or written quote, make sure you get complete information. Oral or written quote records must show:

- 1) name and address of vendor;
- 2) complete item description or service offered;
- 3) price quoted;
- 4) delivery/performance date(s);
- 5) payment terms;
- 6) FOB point (see definition in Glossary); and
- 7) name of person quoting prices, and date received, if not confirmed in writing.

When complete send a requisition with all documentation to Purchasing to have a purchase order issued.

FOB Destination Prepaid and Allowed is preferred and should be requested. You can also request this by asking for “a delivered price”. This is important because title and risk of loss are borne by the vendor until the Authority actually receives the goods. In a written quote “FOB Destination Prepaid and Allowed” should be specified.

### Evaluation

There are three determining factors when evaluating quotes:

- 1) **Responsive:** Did the vendor meet all minimum requirements requested, including specifications payment terms, and delivery time?
- 2) **Responsible:** Is the vendor deemed capable of doing the job, based on references or knowledge of prior jobs? *Since you are selecting the vendors to contact, a majority of the time you should know this before you contact them for a price.*
- 3) **Price:** Is the price reasonable and within budget?

When evaluating price, make sure you have “apples and apples”. Specifically, ensure that the items are equal or meet your minimum requirements, shipping is included in all quotes, and consider reasonable prompt payment discounts.

If the price is not reasonable, or affordable, you can try to get a lower price. You can:

- 1) revise your specifications or delivery schedule and ask everyone to re-quote; or
- 2) cancel the procurement.

You **CANNOT:**

- 1) "Auction"; or
- 2) let vendors know what other quotes are until ***after*** award.

**SOLICIT QUOTES FROM VENDORS YOU BELIEVE ARE QUALIFIED TO DO THE WORK REQUESTED. DO NOT SOLICIT FROM UNQUALIFIED VENDORS.**

## VIII. REQUEST FOR PROPOSAL - OTHER THAN PROFESSIONAL SERVICES

Competitive negotiation is a method for purchasing non-professional services, and goods as well as construction in limited circumstances. The “professional services” definition is included in the Glossary to this Manual (Section XXVII). All other services are categorized as non-professional.

Unlike the use of the RFP process for professional services, which prohibits the consideration of cost in the initial evaluation process, cost can be a consideration when using competitive negotiation for other than professional services and should always be included within Evaluation Criteria, though it need not be the sole determining factor.

### Procedure:

#### 1) The RFP is prepared and stating in general terms:

- a) the services sought as well as related contingent services that may be needed;
- b) the time and place for receipt of proposals;
- c) the factors to be used in evaluating proposals, including cost;
- d) the contractual terms and conditions; to include whether services are specific to a single project for the duration of that project, or multiple project for a specific term; and
- e) any unique capabilities or qualifications required of the proposers.

#### 2) A Public Notice of RFP’s exceeding ~~\$100,000~~200,000 for goods and non-professional services shall be:

- a) Posted on the eVA website and/or advertised in The Daily Progress and/or Cville Weekly at least ten (10) business days prior to receipt of proposals; and
- b) posted on the Authority’s Procurement website at least ten (10) business days prior to the date set for receipt of proposals.

#### ~~3) A Public Notice of RFP’s exceeding \$100,000 for goods:~~

- c) may be sent directly to firms that have requested to be notified of work;
- d) may be sent to those firms believed to be qualified to perform the work; and
- e) if potential offerors are solicited directly, the Authority must include businesses certified by the Virginia Department of Small Business and Supplier Diversity as a small business, a women-owned business, a minority-owned business, a service disabled veteran-owned business and/or a micro business. Public posting on the eVA website meets this requirement.

### Proposals are:

- 1) Received in the manner stated in the RFP, and at the specified location and receipt is documented.
- 2) Proposals not received by the due date and time specified in the RFP at the specified time shall not be opened and should be returned unopened.
- 3) All RFP responses are to be evaluated:
  - a) Proposals not meeting requirements should be evaluated lower but only bids in response to an IFB may be determined to be nonresponsive.
- 4) Proposals are evaluated solely on the basis of the criteria set forth in the RFP, using the scoring criteria (qualitative and/or quantitative) previously determined, including cost. Prior to scoring, if a proposal is missing any needed information in order to evaluate or the committee has any specific questions regarding information in the proposal, a short period of time may be provided to the offeror to answer questions and provide missing information. A deadline should be set for receipt of the information, and if the offeror does not meet the deadline, it may be necessary to score the proposal lower in the areas affected by the lack of information/questions;
- 5) A short list of firms is developed and presentations or discussions with offerors may be scheduled, as necessary, to clarify material in the proposal, to help determine those fully qualified and best suited.

- 6) A final ranking is done at the completion of the interview process if interviews are conducted, or after receipt of answer to questions, if asked, are received. Negotiations are then conducted with each of the two or more offerors selected (at least the top two) as being fully qualified and best suited among those submitting proposals.
- 7) After negotiations have been conducted with each offeror selected, the Authority shall select the one (or more than one when allowed by the RFP) which, in its opinion, has made the best proposal and provides the best value, and award the contract to that offeror.
- 8) If the Authority determines, 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.
- 9) When multiple awards have been approved by the Executive Director or Purchasing Agent in advance of the RFP and the terms and conditions of multiple awards have been included in the RFP, awards may be made to more than one offeror.

Any agreement reached as a result of negotiation must incorporate all agreements from negotiations into the written contract.

Any offeror may inspect proposal records after the evaluation and negotiation are completed but prior to award of the contract, except in cases where the Purchasing Agent or Executive Director have decided not to accept any of the proposals and to reopen the procurement. All records subject to public disclosure under the Virginia [Freedom of Information Act](#) shall be open to public inspection only after award of the contract.

When the terms and conditions of multiple awards have been included in the RFP in advance, awards may be made to more than one offeror.

#### VPPA

##### § [2.2-4302.2](#). Process for competitive negotiation.

A (3) For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § [2.2-2006](#), a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body 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

For a detailed sample format for a Request for Proposal refer to the Commonwealth of Virginia Department of General Services, Division of Purchases and Supply, Agency Procurement and Surplus Property Manual (APSPM), Chapter 7, Annex A

Contract awards from all formal Requests for Proposals with competitive negotiation for which fees may exceed ~~\$100,000~~[200,000](#) shall be made by affirmative action of the Authority's Board of Directors upon recommendation of the Executive Director, except that with respect to awards of contracts for [time sensitive health insurance and related employee benefits contracts affecting open enrollment, and awards of contracts for purchase of chemicals \(including GAC materials\) used at various plants in the normal course of operations, which the Board's approved yearly operation budget contemplates as an operating expense, no additional affirmative action by the Board shall be required to proceed with the purchase.- Affirmative action of the Board may be in the form an approved annual budget and/or capital budget, and approval of Capital Improvement](#)

| Program. -The Executive Director may appoint a Selection Committee to review proposals, conduct competitive negotiations, and rank proposals.

| The Executive Director is authorized to award contracts from Request for Proposals whenever fees are ~~\$100,000~~200,000 or less.

## IX. REQUEST FOR PROPOSAL - PROFESSIONAL SERVICES

Except as otherwise allowed by the Authority's small purchase procedures, competitive negotiation must, by law, be used for purchasing professional services if the estimated cost for such services is expected to be \$680,000 or more. Professional Services are defined in the VPPA as "work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering." All other services are categorized as non-professional.

A difference between the RFP process for professional services is that, for professional services, the law prohibits the consideration of cost in the initial evaluation process though it can be considered with the introduction of "non-binding cost estimates" after the responses have been evaluated and a short list developed for interviews.

### Procedure:

#### 1) The RFP is prepared and stating in general terms:

- a) the services sought;
- b) the time and place for receipt of proposals;
- c) the factors to be used in evaluating proposals;
  - i. *The RFP must not request estimates of labor hours or cost for services.*
- d) the contractual terms and conditions; and
- e) any unique capabilities or qualifications required of the proposers.

#### 2) A Public Notice of the RFP shall be:

- a) Posted on the eVA website and/or advertised in The Daily Progress or Cville Weekly at least ten (10) business days prior to receipt of proposals;
- b) posted on the Authority Procurement website at least ten (10) business days prior to receipt of proposals.
- c) may be sent directly to firms that have requested to be notified of work;
- d) may be sent to those firms believed to be qualified to perform the work; and
- e) if potential offerors are solicited directly, the Authority must include businesses certified by the Virginia Department of Small Business and Supplier Diversity as a small business, a women-owned business, a minority-owned business, a service-disabled veteran-owned business and/or a micro business. Public posting on the eVA website meets this requirement.

#### 3) ~~Sealed~~ Proposals are:

- a) Received at the specified location as specified in the RFP and receipt is documented.
- b) Proposals not received by the due date and time specified in the RFP at the specified time shall not be opened and should be returned unopened.
- c) None of the information in the proposal is disclosed.
- d) All RFP responses are to be evaluated
- e) Proposals not meeting requirements should be ranked lower but only bids in response to an invitation for bid may be determined to be nonresponsive.
- f) Proposals are evaluated solely on the basis of the criteria set forth in the RFP, ranking offerors using previously determined qualitative or quantitative means.
- g) A short list of firms is developed and the Authority shall engage in individual discussions with two or more offerors deemed fully qualified. Repetitive informal interviews are permissible.
- h) *At the discussion stage, the Authority may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services.*

- i) At the conclusion of discussions, a final ranking is done on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point.
- j) The Authority shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- k) Negotiations shall then be conducted, beginning with the offeror ranked first.
  - i. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror.
  - ii. Otherwise, negotiations with that offeror are formally *terminated* and the Authority cannot re-engage that offeror in further negotiations. Then negotiations shall be conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.
- l) When multiple awards have been approved in advance of the RFP by the Executive Director or Purchasing Agent and the terms and conditions of multiple awards have been included in the RFP, awards may be made to more than one offeror.

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.

Any agreement reached as a result of negotiation must incorporate all agreements from negotiations into the written contract.

Any offeror may inspect proposal records after the evaluation and negotiation are completed but prior to award of the contract, except in cases where the Purchasing Agent or Executive Director have decided not to accept any of the proposals and to reopen the procurement. All records subject to public disclosure under the Virginia Freedom of Information Act shall be open to public inspection only after award of the contract.

#### VPPA

##### § [2.2-4302.2](#) Process for competitive negotiation.

A (4). For professional services, 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. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the public body in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § [2.2-4342](#), proprietary information from competing offerors shall not be disclosed to the public or to competitors. For architectural or engineering services, the public body shall not request or require offerors to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to § [2.2-1132](#), until after the qualified offerors are ranked for negotiations. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one offeror.

Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

Contract awards from all formal Requests for Proposals with competitive negotiation which fees may exceed ~~\$100,000~~200,000 shall be made by affirmative action of the Authority's Board of Directors upon recommendation of the Executive Director. The Executive Director may appoint a Selection Committee to review proposals, conduct competitive negotiations and rank proposals.

The Executive Director is authorized to award contracts from Request for Proposals whenever fees are ~~\$100,000~~200,000 or less.



## **X. REQUEST FOR PROPOSAL - PROFESSIONAL SERVICES CONTRACTS FOR MULTIPLE PROJECTS AND MULTIPLE YEARS**

A contract for architectural or professional engineering services relating to construction projects may be negotiated by a public body, for multiple projects within limits outlined in the VPPA. The procurement process is the same as that used for professional services.

The VPPA allows such contracts providing:

- 1) the projects require similar experience and expertise;
- 2) the nature of the projects is clearly identified in the Request for Proposal; and
- 3) the contract term is limited to one year or when the cumulative total project fees reach the maximum cost authorized in the VPPA, whichever occurs first.

The Authority may award contracts renewable, with the written approval of the Executive Director, for four additional one-year terms at the option of Authority.

The law requires that in such contracts:

- 1) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed;
- 2) the sum of all such projects within a single one-year term shall not exceed \$6 million; and
- 3) the sum for any single project within a single one-year term shall not exceed \$2.5 million as specified in § [2.2-4303.1](#).

Any unused amounts from the first contract term shall *not* be carried forward to the additional term in determining the sum of all projects within a term. However, costs against the allowed limit for a single project shall be cumulative from the initial one-year term and subsequent additional terms.

Competitive negotiations for such contracts may result in awards to more than one offeror provided:

- 1) the RFP so states; and
- 2) the Authority has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

### **VPPA**

#### **§ [2.2-4303.1](#) Architectural and professional engineering term contracting; limitations.**

A. A contract for architectural or professional engineering services relating to multiple construction projects may be awarded by a public body, provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract is limited to a term of one year or when the cumulative total project fees reach the maximum authorized in this section, whichever occurs first.

Such contracts may be renewable for four additional one-year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed.

B. 2. Any locality with a population in excess of 78,000 or school division within such locality, or any authority, sanitation district, metropolitan planning organization, transportation district commission, or planning district commission, or any city within Planning District 8, the sum of all projects performed in a one-year contract term shall not exceed \$6 million;

C. Competitive negotiations for such architectural or professional engineering services contracts may result in awards to more than one offeror, provided (i) the Request for Proposal so states and (ii) the public body has established procedures for distributing multiple projects among the selected contractors during the contract term. Such procedures shall prohibit requiring the selected contractors to compete for individual projects based on price.

D. 2. Any locality with a population in excess of 78,000 or school division within such locality, or any authority, transportation district commission, or sanitation district, or any city within Planning District 8, the project fee shall not exceed \$2.5 million.

E. For the purposes of subsection B, any unused amounts from one contract term shall not be carried forward to any additional term, except as otherwise provided by the Restructured Higher Education Financial and Administrative Operations Act (§ [23.1-1000](#) et seq.).

## XI. COMPETITIVE SEALED BID

Competitive sealed bidding is required for procurements over ~~\$100,000~~200,000 where performance specifications can be written in specific detail and price is the basis of award. In competitive sealed bidding the Invitation for Bid (IFB) is the tool used to list the purchase specifications or scope of work and all contractual terms and conditions. IFBs are posted on the Authority's Public Announcement Board and the "Proposals & Procurement" section of its website. IFBs may also be posted on other websites such as the state's Virginia Business Opportunities site. IFBs are not required by law to be advertised in newspapers. In addition to the public notice, bids ~~may~~must be solicited directly from potential qualified bidders. At a minimum, and any such direct solicitations shall include businesses selected from an electronic list made available by the Virginia Department of Small Business and Supplier Diversity (SBSD). Public posting on the eVA website fulfills the requirement to directly solicit potential qualified bidders and to include businesses certified by SBSB.

Bids shall be received at the specified location and remain unopened in a secure area until the date and time established for opening. When bids are received they should be date and time stamped on the envelope showing the date and time of receipt. The Purchasing Agent shall be responsible for deciding when the receipt deadline has arrived and no bids shall be accepted after that time. Late bids cannot be opened or considered.

Unlike RFP processing, competitive sealed bids are publicly opened and the following information read aloud:

- 1) bidders' names;
- 2) significant unit prices or lot prices as may be deemed appropriate by the Authority;
- 3) discount terms offered, if discount terms are to be considered in making the award,
  - a) if the Authority is certain that it can regularly process payments within a prescribed time frame and wants to consider cash discounts in its evaluation, then it may do so by including a statement in the bid document such as "discounts for prompt payment within # (state number of days, e.g., 10, 20, etc.) days will be considered in determining net low bid"; and
- 4) brand names and model numbers only if requested by the attendees otherwise can be provided on bid tabulation provided later.

Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after opening of all bids but prior to award, except in the event the agency decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. (VPPA, § 2.2-4342C).

Awards are, by law, based on a determination of the lowest responsive and responsible bidder. Responsible and responsive bidder/offeror are defined in Section XXVII of this Manual. When the terms and conditions of multiple awards are so provided in the IFBs, awards may be made to more than one bidder.

A responsive bid must comply in all material aspects with the terms and conditions and specifications in the IFB. Bids shall be evaluated based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability. Failure to comply with the requirements set forth in the IFB may result in a bid being declared non-responsive. For example, and not by way of limitation: failure to sign the bid; return required bid documents; substitution of a vendor's terms for the Authority's; deletion of terms and conditions stated in the IFB; or failure to offer a product or service that meets the specifications may be grounds for this finding. A non-responsive bid is removed from consideration for award. The Authority has the right to waive informalities.

Caution must be exercised in words used in all aspects of the IFB from specifications to terms and conditions for words such as "may", "should", "could", "will" and "must". If you say a specific action "may cause rejection of the bid" you have leeway to exercise your discretion. However, if you say a specific action "shall cause rejection of the bid" you have no discretion as "shall" is an imperative.

No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsible. The Purchasing Agent must follow the procedure per the [VPPA 2.2-4359](#) for declaration of non-responsibility of a bidder. Responsible bidder/offeror and responsive bidder are defined in Section XXVII of this Manual. In determining the responsibility of a bidder, the following criteria will be considered:

- 1) the ability, capacity or skill of the bidder to perform the contract or provide the services required;
- 2) whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 3) the character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
- 4) the quality of performance on previous contracts or services, for the Authority or others;
- 5) the previous and existing compliance by a bidder with laws and ordinances relating to the contract or service;
- 6) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- 7) the quality, availability, and adaptability of the goods or services to the particular use required;
- 8) the number and scope of any conditions attached to the bid;
- 9) whether the bidder is in arrears to the Authority on a debt or contract or is in default on a surety to the Authority; and
- 10) such other information as may be secured by the Purchasing Agent, having a bearing on the decision to award the contract.

Contract awards from competitively sealed bids exceeding \$~~100,000~~[200,000](#) shall be made by affirmative action of the Authority's Board of Directors upon recommendation of the Executive Director, except that with respect to [awards of contracts for ~~time sensitive health insurance and related employee benefits contracts affecting open enrollment, and~~](#) awards of contracts for purchase of chemicals ([including GAC materials](#)) used at various plants in the normal course of operations, which the Board's approved yearly operation budget contemplates as an operating expense, no additional affirmative action by the Board shall be required to proceed with the purchase.

Negotiation with the Lowest Responsible Bidder: If the bid from the lowest responsible bidder exceeds available funds, the Authority may negotiate with the apparent low bidder to obtain a contract price within available funds if the solicitation contains the appropriate clause to do so within the IFB, Virginia Code § [2.2-4318](#).

The Authority's process for negotiations includes:

- 1) The requesting department shall provide the Executive Director with a written determination that the apparent low bid exceeds available funds. Such determination shall be confirmed in writing by the Executive Director or his designee. The requesting department shall also provide the Executive Director with a suggested reduction in scope or other suggested bid modification(s) to obtain a contract price within available funds.
- 2) The Executive Director or designee shall advise the lowest responsible bidder in writing that the proposed purchase exceeds available funds. He shall further suggest a reduction in scope or other bid modification(s) for the proposed purchase and invite the lowest responsible bidder to amend its bid based upon the proposed reduction in scope or other bid modification(s).
- 3) Informal discussions shall be commenced with the low bidder, and repetitive informal discussions for the purposes of obtaining a contract within available funds shall be permissible.

- 4) The low bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value. If the addendum is acceptable to the Authority, the Authority may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal.
- 5) The Authority reserves the right to infuse additional funds during, or subsequent to negotiations to meet a negotiated price.
- 6) If the Authority and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

Determinations of responsiveness and responsibility shall be made by the Purchasing Agent in consultation, if necessary, with the Authority's Attorney.

For a detailed sample format for an Invitation for Bid refer to the Commonwealth of Virginia Department of General Services, Division of Purchases and Supply, Agency Procurement and Surplus Property Manual (APSPM), Chapter 6, Annex B.

## **XII. PREQUALIFICATION PROCESS FOR CONSTRUCTION CONTRACTS**

- 1) The Executive Director or his designee may, in his discretion and when he believes it to be in the best interests of the Authority, require prequalification of prospective contractors to bid on a specific construction project and/or future projects for the Authority defined by category, e.g. mechanical projects for the Authority. The purpose of such prequalification shall be to limit prospective bidders for such construction project to contractors who show themselves to be qualified to construct the project. In addition, the IFB may waive the requirement for certain bonds when the pre-qualification process is used. When the prequalification process is used for a project, only contractors who have complied with the prequalification process and have been determined qualified will be eligible to submit bids for the project.
- 2) The Executive Director or his designee shall develop the appropriate documentation for potential contractors to apply for prequalification. The Executive Director or his designee may prescribe in such documentation specific mandatory requirements contractors must meet to prequalify for specific projects.
- 3) In conducting prequalification of potential contractors, the Executive Director or his designee shall follow this prequalification process and the requirements of Virginia Code § [2.2-4317](#).
- 4) The documentation used in the Authority's prequalification process shall set forth the criteria upon which the qualifications of such contractors will be evaluated. The documentation shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The documentation shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information subject to the provisions of subsection F of § [2.2-4342](#).
- 5) In all instances in which the Authority requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.
- 6) At least 30 days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the Authority shall advise in writing each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.
- 7) A decision by the Executive Director or his designee denying prequalification under the provisions of this subsection shall be final and conclusive unless the contractor appeals the decision as provided in § [2.2-4357](#).
- 8) The Authority may deny prequalification to any contractor only if the public body finds one of the following:
  - a) the contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the Authority shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;
  - b) the contractor does not have appropriate experience to perform the construction project in question;

- c) the contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;
  - d) the contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the Authority without good cause. If the Authority has not contracted with a contractor in any prior construction contracts, the public body may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The Authority may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction project file and such information relating thereto given to the contractor at that time, with the opportunity to respond;
  - e) the contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ [2.2-4367](#) et seq.) of the Virginia Public Procurement Act, (ii) the *Virginia Governmental Frauds Act* (§ [18.2-498.1](#) et seq.), (iii) Chapter 4.2 (§ [59.1-68.6](#) et seq.) of Title 59.1, or (iv) any substantially similar law of the United States or another state;
  - f) the contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and
  - g) the contractor failed to provide to the public body in a timely manner any information requested by the public body relevant to subdivisions a through f of this subsection.
- 9) In determining if a contractor has the “appropriate experience” to be prequalified, the Authority may consider and use specific minimum experience requirements established by the Executive Director or his designee for the specific project. The Authority may also consider the contractor’s past performance on the projects that provide its past experience to determine if the projects provide the appropriate experience required.
  - 10) To the extent any provision in this process is deemed inconsistent with Virginia Code § [2.2-4317](#), whether due to amendment of that statutory provision or otherwise, then the provisions of Virginia Code § [2.2-4317](#) shall control as to such inconsistency.
  - 11) The provisions of this process and its implementation are intended to be severable, and if any provision is deemed invalid, this shall not be deemed to affect the validity of other provisions.
  - 12) This prequalification process does not apply to any procurement done under the Public-Private Education facilities and Infrastructure Act of 2002 (“PPEA”), Code of Virginia § [56-575.1](#), et seq., and is in no way intended to limit the Authority’s discretion in the way it selects contractors under PPEA.
  - 13) A determination that a contractor is prequalified does not necessarily preclude the Authority from determining that such contractor is not responsible following bid opening. Among other things, a change in circumstances or change in information, as well as different criteria allowed to be considered for prequalification versus responsibility, may lead to a different result. For example, a prequalified contractor that becomes debarred between prequalification and bid opening, or a contractor who is subsequently discovered not to have been totally candid in answering its prequalification questionnaire, might be deemed non-responsible.
  - 14) Prequalification of a contractor to bid on one project does not prequalify that contractor to bid on a different project or mean that the contractor will necessarily be deemed to be a responsible bidder for a different project.
  - 15) Neither the Prequalification Process nor its implementation by the Authority shall be deemed to create and contract right in any prospective contractor or to give any prospective contractor any right beyond

that conferred by Code of Virginia § [2.2-4317](#). All prospective contractors shall be responsible for their own expenses in applying for prequalification, and the Authority shall have no liability for any such expense.

### **XIII. BONDS**

#### **Bid Bonds**

Except in cases of emergency or prequalification, all bids or proposals for non-transportation-related construction contracts in excess of \$500,000 shall be accompanied by a bid bond from a surety company selected by the bidder that is legally authorized to do business in Virginia. The specified amount of the bid bond shall not exceed five percent of the amount bid (*Code of Virginia*, § [2.2-4336](#)). For non-transportation-related construction contracts in excess of \$100,000 but less than \$500,000, the bid bond requirements may be waived provided that prospective contractors shall be prequalified for each individual project in accordance with § [2.2-4317](#). However, the Authority ~~a locality~~ may waive the requirement for prequalification of a bidder with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon a written determination made in advance by the Authority's ~~local~~ governing body that waiving the requirement is in the best interests of the ~~the Authority~~locality. The Authority ~~A locality~~ shall not enter into more than 10 such contracts per year.

#### **Performance and Payment Bonds** (*Code of Virginia*, § [2.2-4337](#)).

Unless otherwise authorized in this section, upon the award of any (i) public construction contract exceeding \$500,000 awarded to any prime contractor; (ii) construction contract exceeding \$500,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned by the Authority, or (iii) construction contract exceeding \$500,000 in which the performance of labor or the furnishing of materials will be paid with public funds, the contractor shall furnish to the Authority the following bonds:

- 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;
- 2) a payment bond in the sum of the contract amount. The bond shall be 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 for all materials furnished or labor supplied or performed in the furtherance of the work; and
- 3) nothing in this section shall preclude the Authority from requiring payment or performance bonds for construction contracts below \$500,000 for non-transportation-related projects.

For non-transportation-related construction contracts in excess of \$100,000 but less than \$500,000, where the performance and payment bond requirements are waived, prospective contractors shall be prequalified for each individual project in accordance with § 2.2-4317. However, the Authority may waive the requirement for prequalification of a contractor with a current Class A contractor license for contracts in excess of \$100,000 but less than \$300,000 upon a written determination made in advance by the Authority's governing body ~~Executive Director~~ that waiving the requirement is in the best interests of the Authority. The Authority shall not enter into more than 10 such contracts per year.

#### **Bonds on Other Than Construction Contracts**

The Authority may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation for Bids or Request for Proposal.

#### **Alternative Forms of Security**

A certified check, cashier's check or cash escrow may be accepted in lieu of a bid, payment, or performance bond in the face amount required for the bond. If approved by Authority's attorney, a bidder may furnish a personal bond, property bond or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a



determination by the attorney that the alternative form of security proffered affords protection to the Authority equivalent to a corporate surety's bond. (*Code of Virginia*, § [2.2-4338](#)).

#### **XIV. WITHDRAWAL OF BIDS**

The Authority recognizes that errors can occur in bidding and has established procedures for withdrawal of bids for other than construction contracts and incorporates the procedure per § [2.2-4330](#) of the VPPA for withdrawal of a bid for a public construction contract, other than a contract for construction or maintenance of public highways, to provide a consistent and fair means of allowing a bidder to withdraw a bid due to error.

For construction contracts the Authority shall specify which procedure listed under paragraph B will be used in the Invitation for Bids.

##### **Procedure for withdrawal of a bid for other than a construction contract:**

A bidder for *other than a contract for construction* may withdraw a bid from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the Purchasing Agent, in his sole discretion, determines in writing that the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, or if the purchasing agent determines that it is in the best interest of the Authority to allow the withdrawal of the bid.

- 1) The bidder shall give notice in writing to the Purchasing Agent of a claim of right to withdraw a bid within two business days after the conclusion of the opening of the bids. The Purchasing Agent may, if there is sufficient cause to suspect an error exists, suggest that a bidder review a bid and offer an opportunity to withdraw the bid in question.
- 2) If the Purchasing Agent denies the withdrawal of a bid under the provisions of this section, he or she shall notify the bidder in writing stating the reasons for the decision.
- 3) No bid may be withdrawn under this section when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- 4) If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

**Withdrawal of a bid for a public construction contract**, other than a contract for construction or maintenance of public highways shall be in accordance with Virginia Code repeated below:

##### **VPPA**

##### **§ [2.2-4330](#) Withdrawal of bid due to error.**

A. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

B. One of the following procedures for withdrawal of a bid shall be selected by the Authority and stated in the advertisement for bids:

1. bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice; or

2. Where the Authority opens the bids one day following the time fixed for the submission of bids, the bidder shall submit to the public body or designated official his original work papers, documents and materials used in the preparation of the bid at or prior to the time fixed for the opening of bids. The work papers shall be delivered by the bidder in person or by registered mail. The bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the Authority until the two-hour period has elapsed.

Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of § [2.2-4342](#).

C. The Authority may establish procedures for the withdrawal of bids for other than construction contracts (see A above).

D. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

E. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.

F. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

G. The Authority shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the Authority denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Authority shall return all work papers and copies thereof that have been submitted by the bidder.

Bids can always be withdrawn at any time before the time specified for opening.

## **XV. SOLE SOURCE**

Competitive procedures are waived when a determination is made that the goods or services required are practicably available from only one source. The procurement record for a sole source procurement must include the appropriate approval in support of the action to forego the competitive process, and be posted to the Authority's website identifying that which is being procured, the contractor selected, and the date of the decision.

Negotiations for a sole source contract or purchase order award may commence without providing for full and open competition only after the Purchasing Agent justifies the use of such actions in writing, certifies the accuracy and completeness of the justification, and obtains any required approvals. A justification must contain sufficient facts and rationale to justify the use of the sole source method. In making this determination, the Purchasing Agent shall determine whether there is, in fact, only one vendor practicably available to provide the goods and services. Prior to making a determination, the Purchasing Agent may conduct their own investigation, request additional information or consult with the Authority's attorney. If the request is denied the normal procurement procedures will be followed.

Before award of any sole source procurement, the proposed price must be determined to be fair and reasonable using the method most appropriate to the procurement.

### **VPPA**

#### **§ [2.2-4303](#) Methods of procurement.**

E. 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. The writing shall document the basis for this determination. The public body shall issue a 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 on the Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

## **XVI. EMERGENCY**

Reasonable steps shall be taken to avoid using non-competitive emergency procurement methods. An emergency situation occurs when the failure to acquire the goods, services, or construction in a timely manner would seriously threaten the health or safety of any person; the preservation or protection of property; the continuation of necessary Authority functions; or the Authority's compliance with legal requirements.

Parts or services greater than \$510,000 when time or other circumstance does not permit full review may be classed an emergency if so approved by the Executive Director or the Purchasing Agent. For parts and services ~~under~~ \$510,000 and less the Small Purchase Procedure shall apply.

For an emergency purchase the employee responsible should find an appropriate source and then direct the vendor to proceed. Even in an emergency, the procurement shall be made with such competition as is practicable under the circumstances, obtaining a fair and reasonable price, and documenting the procurement action. In an emergency competition is not necessarily limited to cost. Since immediate action is required, factors such as delivery, availability and response time can be more critical than cost. By definition an emergency purchase should immediately address the problem. Emergency procurements must be limited to only the emergency procurement need. Additional goods and services not needed for the emergency procurement are not allowed.

When placing an emergency order, the following information must be obtained from the vendor and entered on a confirming requisition to be sent to the Purchasing Agent:

- 1) accurate prices if possible (for services this may be hourly rates for services and equipment);
- 2) payment terms;
- 3) method of shipment (Ship Via);
- 4) delivery date or completion date (the purchase must immediately address the problem so this should not be in terms of weeks or months);
- 5) accurate FOB point;
- 6) how ordered (by telephone, email, fax, etc.);
- 7) first and last name of vendor representative who accepts the order; and
- 8) obtain a written quote (email or fax is acceptable) if possible.

On the requisition clearly indicate that this is a "Confirming Telephone Order (or email or fax)" complete with:

- a) the date the order was phoned in;
- b) the name of the person at the company accepting the order;
- c) the name of the departmental personnel placing the order; and
- d) details of all other quotes solicited and/or received.

Include with the requisition an explanation of:

- a) the emergency, stating the urgent nature of the emergency;
- b) the reasons this vendor was selected; and
- c) all details of the agreement made with the vendor.

The Purchasing Agent will review the transaction and process the requisition through normal channels. If goods or services have been ordered or received, no purchase order will be issued. The requisition will be submitted to the appropriate director for review.

Emergency procedures may be utilized only to purchase the goods or services necessary to address the emergency. Subsequent requirements shall be obtained using normal purchasing procedures. The emergency

purchase procedure is not intended to be used to cover inadequate planning or control or to by-pass the normal procedure.

The Authority shall issue a written notice stating that the contract is being awarded on an emergency basis, 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 website.

**VPPA**

**§ [2.2-4303](#). Methods of procurement.**

F. In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The public body shall 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 Department of General Services' central electronic procurement website or other appropriate websites, and in addition, public bodies may publish in a newspaper of general circulation on the day the public body awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable. Posting on the Department of General Services' central electronic procurement website shall be required of any state public body. Local public bodies are encouraged to utilize the Department of General Services' central electronic procurement website to provide the public with centralized visibility and access to the Commonwealth's procurement opportunities.

## **XVII. USE OF STATE AND OTHER COOPERATIVE CONTRACTS AND JOINT PROCUREMENTS**

The Authority may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods, services, or construction (VPPA § [2.2-4304.A](#)).

The Authority may from time to time participate in, sponsor, conduct, or administer a cooperative procurement agreement with one or more public bodies for reasons of efficiency and/or cost savings in accordance with the VPPA § [2.2-4304.B](#).

The most commonly used cooperative contracts are state contracts, including:

- 1) [Virginia State Contracts](#);
- 2) [Virginia Information Technology Agency Contracts](#);
- 3) Virginia Office of Fleet Management [Fuel Programs](#);
- 4) [Division of Engineering and Buildings](#); and
- 5) Other Virginia localities and authorities.

The Authority may purchase from another public body's contract or from the contract of the Metropolitan Washington Council of Governments or the Virginia Sheriffs' Association 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, except for:

- a) contracts for architectural or engineering services; or
- b) construction, except for the installation of artificial turf and track surfaces, including all associated and necessary construction, which shall not be subject to the limitations prescribed in this subdivision.

Consistent with applicable federal regulations and provided the terms of the contract permit such purchases, the Authority may purchase goods and nonprofessional services from a U.S. General Services Administration contract. The [GSA Cooperative Purchasing Program](#) makes available GSA Schedules 70 and 84. GSA Schedule 70 is available for the acquisition of Information Technology goods and services and Schedule 84 contracts are available for the acquisition of security, fire and law enforcement equipment. Note that some GSA contracts are pre-qualification lists with the direction to compete amongst those vendors that have been prequalified, so a procurement process may still be required. Follow the direction of the specific GSA schedule.

If a vendor recommends a cooperative contract to you, the Purchasing Agent should be consulted to ensure the contract is in compliance with all legal requirements and can be used by the Authority.

The Authority will generally be responsible for contracting directly with the vendor under cooperative contracts.

## **XVIII. PURCHASE REQUISITION**

A requisition is a request for goods or services necessary for the day to day operation of a department. It is to be filled in COMPLETELY as shown below and sent to Purchasing. Be sure you allow adequate time for processing, ordering and shipping. The requisition is used to collect all information to support the issuance of the Purchase Order described in Section XX.

All purchases over \$105,000 must be placed on a purchase requisition. Requisitioned purchases are reviewed for appropriateness, required approvals, and funds availability.

All requisitions must be approved by the department director, their delegate or the Purchasing Agent before a purchase order is prepared:

- 1) Director of Administration/Finance, approving director for:
  - a) Administration Department; and
  - b) Information Systems Department
- 2) Director of Engineering and Maintenance, approving director for:
  - a) Engineering Department; and
  - b) Maintenance Department
- 3) Director of Operations, approving director for:
  - a) Laboratory Department;
  - b) Wastewater Department; and
  - c) Water Department
- 4) Executive Director, approving director for:
  - a) Solid Waste Operations; and
  - b) Recycling Operations

### **Purchase Requisition Instructions:**

- 1) **Requester:** person to contact for further information
- 2) **Date:** date requisition is completed
- 3) **For:** facility and what used for or on
- 4) **Budget Acct:** account from which payment is to be made
- 5) **Vendor Information:** if you have received quotes and selected a vendor put all pertinent information on the selected vendor – legal name, address, contact name, phone number, fax number and email address. If this has been purchased from a vendor before, if you know where it's available or if you've talked about it to a particular vendor, put that vendor's name here or list under Vendor Research below or attach a separate sheet.
- 6) **Vendor Data:** indicate the appropriate box and provide detail if either Only Source or Best Vendor (and not the lowest cost) and provide reasons under Vendor Research or attach an additional sheet.
- 7) **Quantity:** how many of what unit such as each (ea), dozen (dz), pounds (lbs), square feet (sf), square yards (sy) etc.
- 8) **Part number:** any identification, from catalog, parts list, manual or the like. Indicate source of information. If known provide the serial number here.
- 9) **Description:** Fill in with the most complete description possible including size, color, manufacturer, model number, special requirements.



- 10) **Unit Cost:** price per unit
- 11) **Total Cost:** total cost for that line item
- 12) **Vendor Research:** If you have received quotes and selected a vendor put all pertinent information on the selected vendor and information on the solicitations and, if applicable, attach all written quotes. If Purchasing is soliciting bids/proposals and this has been purchased from a vendor before, if you know where it's available or if you've talked about it to a particular vendor, put that vendor's name here. If there are multiple possible sources available attach a separate sheet
- 13) Approved, Verified, Purchase Order # and date will be completed by the Purchasing Agent

Confirming requisitions are to be used after an emergency purchase of goods or services.

## **XIX. SPECIFICATIONS**

### **Purpose**

To describe as completely and accurately as reasonably possible the goods or services required and to allow purchase of those goods or services on a competitive basis with the goal that the Authority receives the best value for the level of quality required.

The Virginia Public Procurement Act [§2.2-4300](#) (C) requires “that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor” and that “all procurement procedures be conducted in a fair and impartial manner” and “that rules governing contract awards be made clear in advance of competition”. Specifications must be written to allow for competitive bids and not to arbitrarily exclude a particular firm or product. They're written so as to promote competition.

### **Preparation**

Specifications are developed by purchasing staff with the assistance of the other Authority staff, vendors, other agencies, and other resources. Contact with prospective contractors is allowed to learn industry capabilities but care must be taken to not use information provided to create a proprietary non-competitive specification. Also, no person who, for compensation, prepares an Invitation to Bid or Request for Proposal 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 bidder or offeror information concerning the procurement which is not available to the public.

However, the Authority may permit such person to submit a bid or proposal for that procurement or any portion thereof if Authority, in writing, determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the Authority (*Code of Virginia*, [§ 2.2-4373](#)).

Specifications and purchase descriptions shall state Authority needs in a manner designed to promote full and open competition or maximum practicable competition based on the nature of the goods and services including construction being procured.

To the maximum practicable extent requirements should be stated in terms of:

- 1) functions to be performed;
- 2) performance required; or
- 3) essential physical characteristics.

Requirements should be defined in terms that enable and encourage the offer of commercial items to the extent that commercial items that meet Authority needs are available.

The Authority may describe a requirement by use of a brand name. Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. The brand name description shall be used only when adequate specifications or a more detailed purchase description cannot be reasonably employed. When using a brand name or equal purchase description, the description shall also list the salient characteristics and minimum acceptable features. Restrictive provisions or conditions may be used only to the extent necessary to satisfy Authority needs. Any article that the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. If the Authority justifies, in writing, use of a brand name only specification, then state as “brand name-no substitute.”

## **XX. PURCHASE ORDER**

The purchase order is a legal contract between the Authority and the vendor specified to deliver the goods or services. The vendor is to deliver the goods or services specified at the quoted prices and the Authority is obligated to pay the amount shown in the time specified.

A purchase order is prepared from an approved requisition (see Section XVII.) after all necessary information has been obtained by one of the purchase methods previously outlined and after the availability of funds has been verified. Purchase orders are assigned by the Purchasing Agent or Accounts Payable/Purchasing Technician and are valid only when signed by the Purchasing Agent or his/her designee.

The purchase order is distributed as follows:

- 1) **Vendor Copy**: This is the vendor's authorization to ship as specified.
- 2) **Purchasing Copy**: Retained in Purchasing as permanent record. Provides reference for order, record of receipt and vendor performance. Filed after completed with all associated documents in completed purchase order history files.
- 3) **Requestor Copy**: Sent to using agency for their records. Should be checked against requisition immediately upon receipt to insure that goods or services ordered are as requested. To be used as reference when receiving and inspecting goods or approving service performance. It is also to be used to acknowledge receipt of the goods or performance of the service and returned for payment processing with packing tickets attached to ultimately be filed in vendor files

Confirming purchase orders are used to document orders that were placed by telephone to help ensure speedy delivery and are so marked to avoid duplicate orders. Purchase orders can have attached agreements with additional terms over the standard form purchase order or specifications detailing the services or goods to be provided and are part of the purchase order if referenced.

## **XXI. CHANGE ORDER & CONTRACT MODIFICATIONS**

Any modification in a purchase order or contract requires issuance of a change order. This is legal authorization for the change to be made by the vendor and for the Authority to accept and pay for goods or services that vary from those originally ordered.

To change a purchase order a requisition is required specifying the change required and authorized, whether it be to the quantity, specification or price. The requisition should be clearly marked "Change to Purchase Order Number\_\_\_\_\_". A purchase order is then prepared as before except that it will indicate that it is a change order. The body of the order will explain the purpose of the change order. If a price change is involved it will show an "adjusted net total". It will, in the body, reflect the change made whether to quantity, delivery or price requisition in the case of a purchase order.

Where a formal contract exists, a change order or contract modification request form, with appropriate approvals, is required for the issuance of a change order or contract modification. All change orders and contract modifications must be approved and issued by the Purchasing Agent, Executive Director or the Board of Directors as required below.

ALL CHANGES TO A CONTRACT MUST BE IN WRITING. This provides legal authority for the change and also provides a record of the history of the delivery/performance for future reference.

A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than the allowable increase specified in the VPPA, § [2.2-4309](#), without the advance written approval of the Board of Directors. This limitation applies to the aggregate change orders in a contract. The term of an existing contract may be extended for services to allow completion of any work undertaken but not completed during the original term of the contract.

### **VPPA**

#### **§ [2.2-4309](#). Modification of the contract.**

- A. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the governing body. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- B. Any public body may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- C. Nothing in this section shall prevent any public body from placing greater restrictions on contract modifications.
- D. The provisions of this section shall not limit the amount a party to a public contract may claim or recover against a public body pursuant to § 2.2-4363 or any other applicable statute or regulation. Modifications made by a political subdivision that fail to comply with this section are voidable at the discretion of the governing body, and the unauthorized approval of a modification cannot be the basis of a contractual claim as set forth in § 2.2-4363.

## **XXII. PROCUREMENT UNDER ASSISTANCE AGREEMENTS**

Procurements funded with federal, state, or local funds, shall be guided by the Purchasing Manual except as necessary to conform to the requirements of the funding source, provided that such conformance does not violate the terms and conditions of other applicable federal, state, or local laws.

Under the Virginia Public Procurement Act, Article 3, Exemptions and Limitation, § [2.2-4343](#) the Authority is authorized to conform to mandatory conditions on Federal grants or contracts that are in conflict with the Act if the Board of Directors determines in writing that such conformation is in the public interest. The specific provision of the Act conflicting with the special conditions shall be identified.

No such conflict is yet apparent in the Environmental Protection Agency's Procurement under Assistance Agreements (40 CFR Part 33) with which the Authority must comply as a condition of receiving EPA State Revolving Loan funds. Therefore, the Agreements are regarded for the purposes of compliance as a part of this Manual. The Agreements in certain circumstances generally place more stringent procurement requirements upon the Authority for certain circumstances than does the Procurement Act.

### VPPA

#### § [2.2-4343](#). **Exemption from operation of chapter for certain transactions.**

(B) Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this chapter, a public body may comply with such federal requirements, notwithstanding the provisions of this chapter, only upon the written determination of the governing body, in the case of political subdivisions, that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provision of this chapter in conflict with the conditions of the grant or contract.

## **XXIII. DISADVANTAGED BUSINESS PROGRAM**

### **Purpose**

By adoption of this program the Authorities affirm their policy to make every reasonable effort to maintain and increase opportunities for small, minority and women owned businesses, micro businesses and businesses owned by service-disabled veterans to participate in Authority purchasing activities.

### **Definitions**

Minority individual means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

- 1) "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- 2) "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3) "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4) "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

A minority-owned business means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

A women-owned business means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

A small business means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

A micro business means a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the three-year period prior to their certification.

Service-disabled veteran means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

A service disabled veteran business means a business that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is

owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

### **Policy**

The Authorities through their employees and agents shall make reasonable efforts to increase and maintain opportunities for small, minority, micro, service disabled veterans and women owned businesses to participate in Authority purchasing procedures. All such efforts shall be consistent with all local, state, and federal laws and regulations and with the other sections of this Purchasing Manual. Following are examples of actions the Authority shall take to promote purchasing of facilities, equipment, materials, supplies and services from disadvantaged businesses:

- 1) assuring such businesses are included on bidder's lists;
- 2) assuring solicitation of such businesses when appropriate;
- 3) dividing purchases when economically feasible to promote broader participation;
- 4) establishing delivery schedules whenever feasible to encourage broader participation;
- 5) using the services of the Small Business Administration, the Office of Minority Business Enterprise, local professional and business organizations, and other groups to help promote participation of such businesses; and
- 6) requiring prime contractors to take such affirmative action steps when letting subcontracts.

### **Responsibilities**

Responsibilities for development, implementation and management of this program rest with the Purchasing Agent, who shall:

- 1) develop means to ensure inclusion of disadvantaged businesses on Authority bidder lists and to ensure they have open opportunity to compete for purchasing contracts;
- 2) develop and maintain lists of disadvantaged businesses for prime contractor use;
- 3) develop a system to monitor program effectiveness;
- 4) plan and conduct training seminars as necessary for disadvantaged businesses; and
- 5) participate when able to in small and/or minority, service-disabled veteran or female owned business purchasing exhibitions.

### **Procedures**

Authority purchasing staff shall follow these procedures as a minimum effort to implement this program:

- 1) provide copies as requested of RFP's and IFB's;
- 2) remain open and cooperative in answering questions regarding the program;
- 3) encourage disadvantaged businesses to compete for Authority purchases; and
- 4) review bid and proposal specifications to ensure they protect the Authority's interests and conform to legal requirements without unnecessarily restricting disadvantaged firms from bidding or proposing.

## XXIV. DISPOSAL OF SURPLUS PROPERTY

From time to time the Authority may choose to dispose of surplus property that is either in excess of requirements, no longer used, obsolete, worn out, or scrapped. The Purchasing Agent shall use his/her best judgment to dispose of surplus property by one of the following means:

Surplus materials means personal property including, but not limited to, materials, supplies, equipment, and recyclable items, but does not include property as defined in *Code of Virginia*, § [2.2-1147](#) (real property or real estate), that is determined to be surplus.

Surplus property must be handled carefully and stored properly, in a manner that minimizes breakage or damage from rough handling, improper stacking, excessive wear, or inappropriate storage outside that exposes property to weather, or any other poor storage condition. Surplus property, including recyclable materials, shall NOT be taken for personal use or personal sale by any Authority employee.

### **Methods of Disposal**

**Sales/Transfers to Governmental Institutions:** Sales may be made to governmental entities at the item's fair market value. Occasionally, a no-cost transfer is appropriate, for example, to facilitate a cooperative program between governmental institutions. Donations of surplus property may be utilized for items which remain unsold after a public sale or when the cost of handling the sale would exceed expected returns. Donations will only be authorized for governmental entities and non-profits providing services to the local community. A donation or no-cost transfer shall be approved by the Executive Director. Sales to other public bodies are not governed by the VPPA.

**Competitive Sealed Bidding:** Property may be sold by competitive sealed bidding on an individual item or lot basis. Advertisements ~~may be are~~ posted on the Authority's Bid Board, in newspapers, web sites, and/or solicitations are sent to persons or firms on bidder's lists maintained by the Purchasing Agent.

**Department of General Services Office of Surplus Property Management:** The Authority is authorized to use the services or facilities of the Commonwealth's DGS/OSPM to dispose of their surplus property, pursuant to the OSPM policies, procedures, and guidelines. For questions or information about the disposal of surplus property contact the Director, DGS/OSPM at (804) 236-3675 or email [statesurplus@dgs.virginia.gov](mailto:statesurplus@dgs.virginia.gov) with a description of their surplus material. Proceeds from the sale of the surplus property shall be returned to the Authority minus a service fee. The service fee charged by the Department shall be consistent with the fee charged by the Department to state public bodies.

**Advertisement for a fixed price:** The sale price shall be at fair market value. Sale shall be advertised to the public and notices may be sent to persons or firms known to be interested in the sale. Procedures must be established for sale on a "first come - first served" basis such as a sale at designated location and specific time when sale shall be open to the public.

**Fixed price sale:** Surplus property may be offered to the public at a set- or fixed-price with approval of the Executive Director. The sales price of an item is based on known sales experience and/or assessed current market value. Generally, set-price sales should be publicly advertised at least a week in advance including the procedures established for the sale.

**Negotiated Sale:** Under exceptional circumstances, surplus property may be sold through negotiation, such as when property has not been sold despite efforts of public sales, or where timely removal from the department's premises is crucial.

**On-line Public Auctions:** Property may be sold through internet on-line auctions, which generally allows items to remain at the Authority while posted for sale. Surplus items may be sold through a contracted on-line auction vendor or through the Commonwealth's DGS/OSPM Division which has contracted with a vendor for on-line auction sales.



**Live Public Auction:** A live advertised public auction may be conducted if sufficient surplus property exists and the value is sufficient to justify the expenses and labor including the fee paid for advertising and an auctioneer. The auctioneer should be obtained using the required procurement procedures based on the expected fee or through an available cooperative agreement.

**Recycling:** Recycling of eligible unsold surplus property such as computer monitors, large amounts of surplus paper products, etc. is strongly encouraged.

**Spot Bid:** For the disposal of scrap materials such as aluminum, steel, brass, copper wire, etc., the spot bid procedure may be used for selling items. This procedure involves contacting buyers on an informal basis to determine the best price under the current market conditions. Use of this method streamlines the disposal effort and eliminates storage of items until a sufficient quantity is available for competitive sealed bidding. The Spot Bidding procedure is also authorized for the Authority's sale of recyclable material received at solid waste centers including the McIntire Recycling Center.

**Trade-ins:** Obsolete, worn out, inactive, or uneconomical operating equipment may be traded in on the purchase of new equipment. Trade-in procedures should not be used if the monetary allowance offered is substantially below the known current sales price less expected administration costs associated with other disposal options. Items for trade-in must be fully described on the requisition and purchase order with the trade-in allowance shown on the purchase order. Authority property may not be used as credit on future purchases or to pay for a service provided to the Authority.

**Computers and other information technology (IT) Assets including copiers:** The state has a contract available to public bodies for the provision of Secure Data Destruction and Recycling Services available on the Virginia Information Technology (VITA) website. Prior to the disposal, regardless of the method used, sale, trade, recycling or any other transfer of computers or other IT assets, the Purchasing Agent must ensure that all hard drives or other sources of secure data or any other confidential Authority data or personal identifying information of employees have been removed.

**Disposition and Accountability of Federally Funded Property:** Disposition of any material or equipment purchased with Federal Funds must be accounted for in accordance with current Federal regulations.

**Purchases by Authority Employees and Their Families.**

Except within the limits noted below, the *Code of Virginia*, § [2.2-3100](#) of the Conflict of Interests Act prohibits employees and their immediate family from engaging in certain transaction with a public employer, including purchasing surplus property valued at over \$500. An employee's immediate family includes a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee. A \$500 limit to purchasing surplus property applies to surplus property sales, such as auctions or internet sales even if the buyer works for a different agency than the selling agency unless the property is purchased in any sale of surplus property at uniform (fixed) prices that are available to the public. Employees of the Authority should not purchase property if they influence the maintenance, surplus designation, pricing or disposition of the property item.

## **XXV. DEBARMENT OF PROSPECTIVE CONTRACTORS**

### **General**

The Purchasing Agent may, in the public interest and consistent with § [2.2-4321](#) of the VPPA, Debarment, debar a prospective contractor (including a prospective subcontractor, supplier, insurer or surety) for any of the causes listed in section 1 below, using procedures described in section 2. The existence of a cause for debarment under section 1, however, does not necessarily require that the contractor be debarred. The seriousness of the contractor's acts or omissions and any mitigating factors should be considered in making any debarment decision. When debarment occurs, such debarment shall be considered to be just cause for cancellation of any existing contracts held by the person or business debarred.

#### **1) Causes**

The purchasing agent may, after consulting with the Authority's attorney, debar a prospective contractor for any of the following causes:

- a) Conviction of, or civil judgment establishing the contractor's:
  - i. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract;
  - ii. commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - iii. commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of the prospective contractor;
  - iv. failing to disclose a condition constituting a conflict of interest by any officer, director, owner, partner, or agent of the vendor in a contract or purchase order awarded by Authority;
  - v. conviction under state or federal antitrust statutes arising out of the submission of bids or proposals; or
  - vi. conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.
- b) Violation of the terms of a government contract or subcontract so serious as to justify debarment, such as (but not limited to) willful failure to perform in accordance with the terms of one (1) or more contracts, or a history of failure to perform, or of unsatisfactory performance of one (1) or more contracts.
- c) Debarment by a federal, state or local government, a public authority, or other agency or entity subject to public procurement laws and requirements.
- d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a government contractor or subcontractor.

#### **2) Debarment Procedures**

The following procedures governing the debarment decision-making process are designed to be as informal as practicable, consistent with principles of fundamental fairness:

- a) Notice to contractor.
  - i. Debarment shall be initiated by advising the prospective contractor, by hand-delivery or by certified mail, return receipt requested, that debarment is being considered. Such notice shall include the reasons for the proposed debarment in terms sufficiently detailed to put the contractor on notice of the conduct or transaction(s) upon which the debarment is based, and shall identify the specific period of debarment under consideration. Unless a response is received from the prospective contractor within ten (10) working days of the date of this notice, the Purchasing Agent's decision shall be

final. For the purposes of this subsection the "date of the notice" shall be deemed to be the date on which the notice is hand-delivered to the contractor or is deposited in the United States Mail.

- b) Opportunity of contractor to respond.
  - i. The prospective contractor or his authorized representative may submit to the purchasing agent, in writing, and within ten (10) working days of the date of the notice described in subparagraph 3(a), any information or argument that the contractor deems relevant to the proposed debarment, including, without limitation, any specific information that raises a genuine dispute as to a fact that is material to the purchasing agent's findings or conclusions. Following timely receipt of information from the contractor, the purchasing agent shall review the proposed debarment and shall, within ten (10) working days thereafter, render a final determination. During the ten-day review period, the prospective contractor shall provide the purchasing agent with such additional information as he may request in order to complete his review of the proposed debarment.

**3) Appeals**

A decision to debar or suspend shall be final and conclusive, unless the debarred or suspended person within five (5) working days after receipt of the decision protests the decision in writing to the Executive Director. The Executive Director shall issue a decision in writing within ten (10) working days after receipt of the protest stating the reasons for the action taken. This decision shall be final unless legal action as provided for in § [2.2-4364](#) Code of Virginia is taken within ten (10) working days of the Executive Director's decision.

**2) Notice of Decision**

A copy of the decision to debar or suspend shall be mailed or otherwise furnished immediately to the debarred or suspended person, with a copy to the Executive Director.

**3) Period of Debarment**

A debarment shall be and remain effective for a period commensurate with the seriousness of the cause, as determined by the purchasing agent in his discretion, but shall not exceed three (3) years or for the length of the contract upon which debarment is based, whichever is longer.

## **XXVI. VENDOR APPEALS PROCEDURE**

While the Authority is authorized in § [2.2-4365](#) of the VPPA, to “establish an administrative procedure for hearing (i) protests of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determinations of non-responsibility, and (iv) appeals from decisions on disputes arising during the performance of a contract, or (v) any of these” the Authority has determined that the Virginia Public Procurement Act and the courts provide adequate review and remedies of Authority procurement practices. Therefore, no other administrative appeals procedure has been established.

**Any inquiring vendors should be directed to the Virginia Public Procurement Act, Article 5, Remedies, and their contract or purchase order if applicable.**

## XXVII. GLOSSARY OF COMMONLY USED TERMS

### **available funds**

The term Available Funds means that the authority has or shall have the funds available for the project. This includes existing approved budget and additional funds approved by the Authority for potential use prior to entering into negotiations with the lowest responsible bidder

### **bid bond**

An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a selected bidder fails to accept the contract as bid.

### **brand name or equal specification**

A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet requirements and which provides for the submission of equivalent products.

### **business**

Any type of corporation, partnership, limited liability company, association, or sole proprietorship operated for profit.

### **change order (unilateral)**

A written order signed and unilaterally issued by the Authority directing any contractor to make changes which the "changes" clauses of the contract authorizes the Authority to order without the consent of the contractor.

### **claim**

A written assertion or demand, by one of the parties to a contract, which seeks, as a contractual right, payment of money, adjustment of contract terms, or other relief, for injury, loss, or damage arising under or relating to the contract.

### **competitive negotiation**

A method for purchasing goods and services, usually of a complex and technical nature whereby qualified individuals or firms are solicited by

means of a Request for Proposals (RFP). Negotiations are conducted with selected offerors and the best proposal, as judged against criteria contained in the Request for Proposals, is accepted and an award issued.

### **competitive sealed bidding**

The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified services or goods bid submitted in a sealed envelope to prevent disclosure of its contents before the deadline set for the receipt of all bids. Competitive sealed bidding shall not be used to contract for professional services.

### **construction**

Construction shall mean building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property;

### **contract**

An agreement enforceable by law, between two or more competent parties, to do or not to do something, not prohibited by law, for a consideration. A contract is any type of agreement or order for the procurement of goods or services.

### **contract modification**

Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties of the contract.

### **contractor**

Any person having a contract with the Authority.

### **cooperative procurement**

A procurement by a public body with one or more other public bodies, for the purpose of combining requirements for the purchase of like goods and/or services in order to increase efficiency and/or reduce administrative expenses.

### **direct or indirect participation in procurement process**

Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

### **disadvantaged business**

A business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

### **F.O.B. (free on board)**

Term designating ownership of shipped goods and assigning liability for freight costs and damaged or lost goods. Most commonly used are:

- a) *Shipping Point* - Prepay and Add: title of goods passes to buyer when goods leave vendors' dock, buyer is liable for loss or damage in transit; seller pays freight costs and adds to invoice
- b) *Destination* - Prepaid and allowed: title passes to buyer upon receipt; seller is liable for loss or damage in transit; seller pays freight costs; preferred

### **governing body**

The Board of Directors.

### **immediate family**

A spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

### **informality**

A minor defect or variation of the bid or proposal from the exact requirements of the Invitation for Bids or the Request for Proposals, which does not affect the price,

quality, quantity, or delivery schedule for the goods, services or construction being procured.

**invitation for bids**

A document, containing or incorporating by reference the specifications or scope of work and all contractual terms and conditions, that is used to solicit written bids for a specific requirement for goods or nonprofessional services.

**late bid or proposal**

A bid or proposal which is received at the place designated in the Invitation for Bids or Request for Proposals after the deadline established by the solicitation.

**liquidated damages**

A sum stated in a contract to be paid as ascertained damages for failure to perform in accordance with the contract. The damage figure stipulated must be a reasonable estimate of the probable loss to the agency, and not calculated simply to impose a penalty on the contractor.

**minority individual:**

an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a) "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b) "Asian Americans" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

c) "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

d) "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**minority-owned business**

Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**nonprofessional services**

Any services not specifically identified as professional services in the definition of professional services.

**notice of intent to award**

The Notice of Intent to Award is a written notice, or bid tabulation sheet publicly displayed, prior to award, that shows the selection of a vendor for the award of a specific contract or purchase order. This decision may be changed prior to the actual award of a contract or purchase order.

**potential bidder or offeror**

A person who, at the time an agency awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction of the type to be procured under such contract, and who at such time

is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

**professional services**

Shall mean work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, dentistry, law, medicine, optometry, pharmacy, or professional engineering.

**prequalification**

A procedure to prequalify products or vendors and limit consideration of bids or proposals to only those products or vendors which have been prequalified.

**public body**

Any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this chapter.

**request for proposals**

All documents, whether attached or incorporated by reference, utilized for soliciting proposals; the RFP procedure requires negotiation with offerors as distinguished from competitive bidding when using an Invitation for Bids.

**responsible bidder or offeror**

A person or firm who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

**responsive bidder:** A person or firm who has submitted a bid which

conforms in all material respects to the Invitation for Bids.

**services**

Any activities performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**shall, must**

As used in specifications or requirements of a Request for Proposals (RFP), the terms "must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary.

**small business**

An independently owned or operated business by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**sole source**

A product or service which is practicably available only from one source.

**specification**

A description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. A specification may describe the performance parameters which a supplier has to meet, or it may provide a complete design disclosure of the work or job to be done. Specifications for service contracts normally take the form of a statement of work.

**SWAM**

The acronym SWAM, includes small businesses, women-owned businesses and minority-owned businesses.

**termination for convenience**

The termination by the owner, at its discretion, of the performance of work in whole or in part and makes settlement of the contractor's claims in accordance with appropriate policy and procedures.

**termination for default**

Action taken by a purchasing office to order a contractor to cease work under the contract, in whole or in part, because of the contractor's failure to perform in accordance with the contract's terms and conditions.

**Virginia Public Procurement Act (VPPA)**

Chapter 43 of Title 2.2, *Code of Virginia*, which enunciates the public policies pertaining to governmental procurement from non-governmental sources.

**women-owned business**

A business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.



## MEMORANDUM

**TO: RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: PHIL McKALIPS, DIRECTOR OF SOLID WASTE**

**REVIEWED BY: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACTS FOR  
LANDFILL ENGINEERING AND GROUNDWATER SERVICES –  
DRAPER ADEN ASSOCIATES; GEOSYNTEC CONSULTANTS**

**DATE: JUNE 23, 2020**

We manage the post-closure care and groundwater remediation for the closed Ivy Landfill under Virginia Solid Waste Permit #125. In order to maintain compliance with the Virginia Department of Environmental Quality (VA DEQ) requirements, we typically utilize services from private consulting firms to complete groundwater monitoring and evaluation services, as well as recycling and landfill engineering expertise. These services generally include:

- the collection, analysis (through VA DEQ-approved contract laboratories), and evaluation of groundwater samples;
- implementation of groundwater corrective actions;
- landfill gas system evaluation and modifications;
- assessment and repair of landfill cap systems;

In accordance with the requirements of the Virginia Public Procurement Act (VPPA), staff solicited proposals from firms with documented expertise in landfill engineering and groundwater services through a competitive negotiation process. A Request for Proposals (RFP 20-07) was developed and advertised on April 4, 2020. Eight proposals were received on April 30, 2020. The selection committee conducted virtual interviews with four of the firms on June 3, 4, and 8, 2020.

Based on the proposals and interviews, the selection committee determined that it would be in the RSWA's best interest to enter into Term Contracts (one year with four optional one-year extensions) with two firms. Both firms are fully capable of providing the services envisioned for the IMUC, site as well as other recycling-related needs for the Authority. One firm, Draper Aden Associates, was selected for its state-wide experience in landfill groundwater monitoring, while the second firm, Geosyntec Consultants, is a national leader in solid waste services (landfill post-closure and strategic planning).



**Board Action Requested:**

Staff requests that the Board of Directors authorize the Executive Director to execute Engineering Service Agreements with Draper Aden Associates, and Geosyntec Consultants, for Landfill Engineering and Groundwater services.

## MEMORANDUM

**TO: RIVANNA SOLID WASTE AUTHORITY  
BOARD OF DIRECTORS**

**FROM: BILL MAWYER, EXECUTIVE DIRECTOR**

**SUBJECT: PRESENTATION AND PUBLIC HEARING FOR FISCAL YEAR 2020-  
2021 BUDGET, AND ADOPTION OF PRELIMINARY RATE  
RESOLUTION**

**DATE: JUNE 23, 2020**

Fiscal Year 2020-2021 will be another dynamic year for the Rivanna Solid Waste Authority. A new recycling Convenience Center will open in Ivy during the first quarter of the fiscal year, and we recently began stocking compost for sale as part of a pilot program to increase our sustainable services. The Transfer Station continues to receive about 100 tons per day of municipal solid waste and construction demolition debris, exceeding the transfer goal of 89 tons per day hoped for when the tip fee was decreased, and operating days were increased in FY 2018 – 2019. Our Fall and Spring Household Hazardous Waste, eWaste (electronics), and Bulky Waste Amnesty Disposal Programs will also be provided for the community. A Preliminary Rate Schedule to establish solid waste fees and charges for FY 2020 - 21 was reviewed with the Board during the May meeting, and authorized for publication and a public hearing.

To support these solid waste programs, along with other operating and environmental expenses, an FY 2020-2021 budget totaling \$5.1 million is proposed. This budget represents an increase in operating expenses of \$0.9 million (21%), largely due to the additional costs to operate the new Convenience Center, a full year of increased tonnage processed by the Transfer Station, and declining revenues for recycled products. Revenues from tip fees and product sales are estimated to be \$2.4 million in FY 2020-2021, a 24% increase above FY 2019-2020 levels, resulting in a net budget increase of \$442,000. Additional positions proposed include 1.5 Attendant/Operators to support the new Convenience Center. Estimated capital outlay expenses total \$480,000 to replace essential equipment and complete regrading of stormwater ditches and the existing pond dam at the Ivy MUC.

This budget does not propose any change in the tipping fees for materials delivered to the Ivy MUC in FY 2020-2021. A fee of \$75/ton for the sale of compost has been added to the rate schedule. The estimated support required to provide our services includes \$2 million from Albemarle County, an increase of \$288,000, \$446,000 from the City, a decrease of \$45,000, \$79,982 from the University of Virginia, and \$200,000 from RSWA reserve funds.

### **Board Action Recommended:**

It is respectfully recommended that the Board of Directors hold a Public Hearing, followed by approval of the Preliminary Rate Schedule Resolution to be effective on July 1, 2020, and adoption of the FY 2020-21 Budget.

Attachment



**RESOLUTION**

**ADOPTION OF THE RIVANNA SOLID WASTE AUTHORITY  
 PRELIMINARY RATE SCHEDULE  
 FOR FISCAL YEAR 2021**

**WHEREAS**, Rivanna Solid Waste Authority (the “Authority”) Board of Directors has reviewed the proposed budget and associated rates for Fiscal Year 2021; and

**WHEREAS**, the Rivanna Water and Sewer Authority conducted a public hearing on June 23, 2020 after advertising the actual date fixed for the public hearing; and

**NOW, THEREFORE, BE IT RESOLVED** that the Rivanna Solid Waste Authority Board of Directors hereby approves the accompanying Ivy Material Utilization Center preliminary rate schedule, to be effective on July 1, 2020.

<u>TIPPING FEES PER TON:</u>		<u>TIPPING FEES PER ITEM:</u>	
Clean Fill Material	\$ 10.00	Freon Appliances	\$ 17.00
Vegetation/ Yard Waste	\$ 48.00	Non-Freon Appliances	\$ 9.00
Non-Freon Appliances	\$ 105.00	Passenger Veh. Tire Off Rim	\$ 6.00
Domestic Waste (MSW)	\$ 52.00	Passenger Veh. Tire With Rim	\$ 13.00
Construction Debris (CDD)	\$ 52.00	Large Truck Tire Off Rim	\$ 17.00
Compostable Waste (Business Only)	\$ 178.00	Large Truck Tire With Rim	\$ 33.00
Tires	\$ 190.00		
<b><u>OTHER CHARGES:</u></b>			
Minimum Charge (per load)	\$ 6.00	Service Fee Per Ticket:	
Mulch or Lumber Log (per ton)	\$ 30.00	Albemarle County customers	\$ 1.00
Compost Sold (per ton)	\$ 75.00	Other customers	\$ 10.00
Trash Stickers (for set of 12)	\$ 24.00		
Ticket Request (per copy)	\$ 1.00		
Credit Application Fee (each)	\$ 35.00		



**RIVANNA SOLID WASTE AUTHORITY  
PUBLIC HEARING CONCERNING THE DRAFT  
BUDGET AND PROPOSED TIPPING FEES  
FOR FY 2021, WHICH BEGINS JULY 1, 2020**

**Public Hearing:**

Rivanna Solid Waste Authority will hold a public hearing on Tuesday, June 23, 2020 at 2:00 p.m. at the regular Rivanna Solid Waste Authority Board of Directors meeting. This meeting will be held virtually, via Zoom. Please visit: <https://www.rivanna.org/virtual-board-meeting/> for meeting details. The purpose of the public hearing is to consider the following fees and charges effective July 1, 2020:

<u>TIPPING FEES PER TON:</u>		<u>TIPPING FEES PER ITEM:</u>	
Clean Fill Material	\$ 10.00	Freon Appliances	\$ 17.00
Vegetation/ Yard Waste	\$ 48.00	Non-Freon Appliances	\$ 9.00
Non-Freon Appliances	\$ 105.00	Passenger Veh. Tire Off Rim	\$ 6.00
Domestic Waste (MSW)	\$ 52.00	Passenger Veh. Tire With Rim	\$ 13.00
Construction Debris (CDD)	\$ 52.00	Large Truck Tire Off Rim	\$ 17.00
Compostable Waste (Business Only)	\$ 178.00	Large Truck Tire With Rim	\$ 33.00
Tires	\$ 190.00		
<b><u>OTHER CHARGES:</u></b>			
Minimum Charge (per load)	\$ 6.00	Service Fee Per Ticket:	
Mulch or Lumber Log (per ton)	\$ 30.00	Albemarle County customers	\$ 1.00
Compost Sold (per ton)	\$ 75.00	Other customers	\$ 10.00
Trash Stickers (for set of 12)	\$ 24.00		
Ticket Request (per copy)	\$ 1.00		
Credit Application Fee (each)	\$ 35.00		

Additional information can be obtained on the Rivanna website at [www.rivanna.org](http://www.rivanna.org). Please call 977-2976, ext. 0 or send e-mail to [info@rivanna.org](mailto:info@rivanna.org) with any questions you may have.

June 23, 2020



Proposed Budget  
Fiscal Year 2021 – 2022

For the RSWA Board of Directors



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**Rivanna Solid Waste Authority  
FY 2021 Proposed Budget**

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Prepared April 23, 2020  
Adopted Draft

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**RIVANNA SOLID WASTE AUTHORITY  
BUDGET SUMMARY BY PROGRAM  
FISCAL YEAR 2021**

<b>Operations Only</b>	<b>Operations Programs Only</b>		<b>IVY OPERATIONS</b>		<b>MSW-IVY TRANSFER</b>		<b>IVY CONVENIENCE CENTER</b>		<b>RECYCLE OPERATIONS</b>		<b>ADMINISTRATION SERVICES</b>	
	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>
<b>REVENUES</b>												
Ivy Tipping Fees	\$ 199,400	\$ 236,000	\$ 199,400	\$ 236,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ivy MSW Tipping	1,290,540	1,771,000	-	-	1,290,540	1,771,000	-	-	-	-	-	-
Material Sales-Ivy	123,500	110,000	123,500	110,000	-	-	-	-	-	-	-	-
Recycling Revenues	200,900	156,300	-	-	-	-	-	20,000	200,900	136,300	-	-
Other Revenues	93,000	93,000	-	-	93,000	93,000	-	-	-	-	-	-
Interest & Fees	42,600	51,400	-	-	-	-	-	-	-	-	42,600	51,400
<b>Total Revenues</b>	<b>\$ 1,949,940</b>	<b>\$ 2,417,700</b>	<b>\$ 322,900</b>	<b>\$ 346,000</b>	<b>\$ 1,383,540</b>	<b>\$ 1,864,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 200,900</b>	<b>\$ 136,300</b>	<b>\$ 42,600</b>	<b>\$ 51,400</b>
<b>% Change</b>		<b>23.99%</b>		<b>7.15%</b>		<b>34.73%</b>				<b>-32.16%</b>		<b>20.66%</b>
<b>EXPENSES</b>												
Ivy Operations	\$ 345,846	\$ 402,666	\$ 345,846	\$ 402,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSW Transfer-Ivy	1,772,102	2,262,393	-	-	1,772,102	2,262,393	-	-	-	-	-	-
Ivy Convenience Center	-	300,682	-	-	-	-	-	300,682	-	-	-	-
Recycling Operations	531,656	553,158	-	-	-	-	-	-	531,656	553,158	-	-
Administration	726,629	797,358	-	-	-	-	-	-	-	-	726,629	797,358
<b>Total Expenses</b>	<b>\$ 3,376,232</b>	<b>\$ 4,316,258</b>	<b>\$ 345,846</b>	<b>\$ 402,666</b>	<b>\$ 1,772,102</b>	<b>\$ 2,262,393</b>	<b>\$ -</b>	<b>\$ 300,682</b>	<b>\$ 531,656</b>	<b>\$ 553,158</b>	<b>\$ 726,629</b>	<b>\$ 797,358</b>
<b>% Change</b>		<b>27.84%</b>		<b>16.43%</b>		<b>27.67%</b>				<b>4.04%</b>		<b>9.73%</b>
<b>Subtotal</b>	<b>\$ (1,426,292)</b>	<b>\$ (1,898,558)</b>	<b>\$ (22,946)</b>	<b>\$ (56,666)</b>	<b>\$ (388,562)</b>	<b>\$ (398,393)</b>	<b>\$ -</b>	<b>\$ (280,682)</b>	<b>\$ (330,756)</b>	<b>\$ (416,858)</b>	<b>\$ (684,029)</b>	<b>\$ (745,958)</b>
<b>Administrative allocations (Appendix 3)</b>												
Administrative costs to Envir. MOU	\$ 205,209	\$ 223,787	-	-	-	-	-	-	-	-	\$ 205,209	\$ 223,787
Administrative costs to Operations	-	-	(171,007)	(186,490)	(171,007)	(186,490)	-	-	(136,806)	(149,192)	478,820	522,171
<b>Net Operating Results</b>	<b>\$ (1,221,083)</b>	<b>\$ (1,674,771)</b>	<b>\$ (193,953)</b>	<b>\$ (243,156)</b>	<b>\$ (559,569)</b>	<b>\$ (584,882)</b>	<b>\$ -</b>	<b>\$ (280,682)</b>	<b>\$ (467,562)</b>	<b>\$ (566,050)</b>	<b>\$ (0)</b>	<b>\$ -</b>
<b>Other Funding Sources &amp; Adjustments:</b>												
Local Government Contributions - Operations	\$ 1,221,083	\$ 1,674,771	<i>Variance</i> <b>453,688</b>									
County Contribution - Capital Grant	\$ 350,000	\$ -										
Transfer to Capital Fund-Ivy Recycling Center	(350,000)	-										
<b>Surplus (Deficit) - Operations</b>	<b>\$ (0)</b>	<b>\$ 0</b>										

<b>Environmental Programs</b>	<b>Adopted Budget FY 2020</b>	<b>Proposed Budget FY 2021</b>	
<b>LOCAL SUPPORT</b>			
MOU Support	\$ 1,070,582	\$ 858,998	<b>(211,584)</b>
<b>Total MOU Support</b>	<b>\$ 1,070,582</b>	<b>\$ 858,998</b>	<b>242,103</b>
		<b>-19.76%</b>	
<b>EXPENSES</b>			
Ivy Environmental	\$ 865,373	\$ 835,210	
Administrative allocation	205,209	223,787	
	\$ 1,070,582	\$ 1,058,998	
		<b>-3.49%</b>	
<b>Cash Reserves Used</b>			
	\$ -	\$ 200,000	
<b>Surplus (Deficit) - Environmental</b>	<b>\$ -</b>	<b>\$ -</b>	

**RIVANNA SOLID WASTE AUTHORITY  
ENVIRONMENTAL HORIZON**

Item	Description	FY 2020 Adopted	FY 2020 as of December 2019	Estimated Yearend FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026-2030 Five year Estimate	TEN YEAR ESTIMATE
1	Groundwater System Maintenance	\$ 6,500	\$ 5,073	\$ 6,000	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 32,500	\$ 65,000
2	Gas System Maintenance support	30,000	855	2,000	30,000	30,000	50,000	30,000	30,000	150,000	320,000
3	Ambient Air & Ground Water Monitoring - Settlement Agreement	6,000	10,099	15,000	7,000	5,000	5,000	5,000	5,000	25,000	52,000
4	Compliance Ground Water Well Monitoring - Permit related	65,000	31,486	63,000	75,000	65,000	70,000	70,000	70,000	350,000	700,000
5	Surface Water	15,000	9,936	18,000	18,000	15,000	15,000	15,000	15,000	75,000	153,000
6	Cell 3 Cap Replacement	250,000	-	50,000	200,000	-	-	-	-	-	200,000
7	Cell 3 O&M	-	-	-	-	-	-	-	-	-	-
8	Paint Pit SVE	-	-	-	-	-	-	-	-	-	-
9	Full-Scale EBR - Monitoring	30,000	31,437	42,000	35,000	30,000	35,000	35,000	35,000	175,000	345,000
10	Full-Scale EBR - Injections and Reporting	-	-	-	-	-	30,000	-	-	-	30,000
11	Cobalt MNA Monitoring	4,000	-	-	5,000	4,000	4,000	4,000	4,000	20,000	41,000
12	Greenhouse Gas Monitoring and Reporting	5,000	-	5,000	5,000	5,000	5,000	5,000	5,000	25,000	50,000
										-	-
N/A	Existing Operations & Maintenance (staff, insurance, maint.)	434,123	280,939	503,376	433,710	446,722	460,123	473,927	488,145	502,789	2,805,417
N/A	Contingency	20,000	-	-	20,000	20,000	20,000	20,000	20,000	100,000	200,000
	<b>Total Estimated Cost</b>	<b>\$ 865,623</b>	<b>\$ 369,825</b>	<b>\$ 704,376</b>	<b>\$ 835,210</b>	<b>\$ 607,222</b>	<b>\$ 680,623</b>	<b>\$ 644,427</b>	<b>\$ 658,645</b>	<b>\$ 1,355,289</b>	<b>\$ 4,961,417</b>

**Rivanna Solid Waste Authority**  
**Fiscal Year 2020-2021 Budget Summary - Proposed**

<b>OPERATIONS</b>	<b>Adopted Budget FY 2019-2020</b>	<b>Estimated Year-end FY 2019-2020</b>	<b>Proposed Budget FY 2020-2021</b>	<b>FY 2020 vs. FY 2021 Variance \$</b>	<b>FY 2020 vs. FY 2021 Variance %</b>
<b>Revenues</b>					
Ivy Tipping Fees	\$ 199,400	\$ 368,059	\$ 236,000	\$ 36,600	18.36%
Ivy MSW Transfer Tipping	1,290,540	1,744,192	1,771,000	480,460	37.23%
Material & Other Sales-Ivy	123,500	97,394	110,000	(13,500)	-10.93%
Ivy Convenience Center	-	-	20,000	20,000	
Recycling Revenues	200,900	133,062	136,300	(64,600)	-32.16%
Other Revenues	93,000	99,772	93,000	-	0.00%
Interest & Fees	42,600	63,906	51,400	8,800	20.66%
<b>Total Revenues</b>	<b>\$ 1,949,940</b>	<b>\$ 2,506,385</b>	<b>\$ 2,417,700</b>	<b>\$ 467,760</b>	<b>23.99%</b>
<b>Expenses</b>					
Ivy Operations	\$ 345,846	\$ 370,474	\$ 402,666	\$ 56,821	16.43%
MSW Transfer Ivy	1,772,102	2,086,150	2,262,393	490,291	27.67%
Ivy Convenience Center	-	-	300,682	300,682	
Recycling Operations	531,656	573,950	553,158	21,502	4.04%
Administration	726,629	747,634	797,358	70,729	9.73%
<b>Total Expenses</b>	<b>\$ 3,376,232</b>	<b>\$ 3,778,208</b>	<b>\$ 4,316,258</b>	<b>\$ 940,025</b>	<b>27.84%</b>
Admin. costs funded by Environmental Program	205,209	\$ 205,610	\$ 223,787	18,578	
<b>Operating Net Income (Loss)</b>	<b>\$ (1,221,083)</b>	<b>\$ (1,066,213)</b>	<b>\$ (1,674,771)</b>	<b>\$ (453,687)</b>	<b>37.15%</b>
<b>Other Funding Sources &amp; Adjustments</b>					
Local Government Contributions-Operations	\$ 1,221,084	\$ 1,221,084	\$ 1,674,771	\$ 453,687	37.15%
County Contribution-Capital Grant	350,000	350,000	-	(350,000)	
Transfer to Capital Fund-Transfer Station	(350,000)	(350,000)	-	350,000	
<b>Net Income (Loss)</b>	<b>\$ -</b>	<b>\$ 154,871</b>	<b>\$ -</b>	<b>\$ (1)</b>	
<b>ENVIRONMENTAL PROGRAMS (MOU)</b>					
<b>Revenues</b>					
	\$ -	\$ -	\$ -	\$ -	
<b>Expenses</b>					
Ivy Environmental	\$ 865,373	\$ 704,376	\$ 835,210	\$ (30,163)	-3.49%
Administrative allocation to MOU (30%)	205,209	205,610	223,787	18,578	9.05%
<b>Total Expenses</b>	<b>\$ 1,070,582</b>	<b>\$ 909,986</b>	<b>\$ 1,058,998</b>	<b>\$ (11,584)</b>	<b>-1.08%</b>
<b>Other Funding Sources</b>					
City of Charlottesville	\$ 351,663	\$ 351,663	\$ 276,551	\$ (75,112)	-21.36%
County of Albemarle	638,937	638,937	502,465	(136,472)	-21.36%
University of Virginia	79,982	79,982	79,982	-	0.00%
Use of Cash Reserves	-	-	200,000	200,000	
	\$ 1,070,582	\$ 1,070,582	\$ 1,058,998	\$ (11,584)	-1.08%
<b>Net Environmental Results</b>	<b>\$ (0)</b>	<b>\$ 160,596</b>	<b>\$ -</b>	<b>\$ 0</b>	
<b>Authoritywide - Summary</b>					
Total Revenues	\$ 1,949,940	\$ 2,506,385	\$ 2,417,700	\$ 467,760	23.99%
Total Expenses	4,241,606	4,482,583	5,151,468	909,863	21.45%
<b>Net Results</b>	<b>\$ (2,291,666)</b>	<b>\$ (1,976,198)</b>	<b>\$ (2,733,768)</b>	<b>\$ (442,103)</b>	<b>19.29%</b>
<b>Local Support</b>					
Operations	\$ 1,221,084	\$ 1,221,084	\$ 1,674,771	\$ 453,687	37.15%
Environmental MOU	1,070,582	1,070,582	1,058,998	(11,584)	-1.08%
	\$ 2,291,666	\$ 2,291,666	\$ 2,733,768	\$ 442,102	19.29%

**Rivanna Solid Waste Authority**  
**Fiscal Year 2020-2021**  
**Proposed Budget**  
**Detailed Operating Revenue Estimates**

Revenue Line Item	Tipping Fees		Tonnage		FY 2020		Revenue Estimates		FY 2020 vs. FY 2021	FY 2020 vs. FY 2021
	FY 2019-2020	FY 2020-2021	Budgeted Estimate 2019-2020	Estimate 2020-2021	Actual \$ 6 Months 2019-2020	Projected 12 Months 2019-2020	Adopted FY 2019-2020	Proposed FY 2020-2021	Variance \$	Variance %
<b>IVY TIPPING FEES</b>										
Clean Fill Material	\$ 10.00	\$ 10.00	6,500	6,800	\$ 55,861	\$ 111,722	\$ 65,000	\$ 68,000	\$ 3,000	5%
Pallets			-	-	991	991	-	-	-	
Grindable Material	48.00	48.00	2,100	2,400	97,903	195,806	100,800	115,200	14,400	14%
Tires, Whole	190.00	190.00	90	120	10,237	20,474	17,100	22,800	5,700	33%
Tires/White Good (per item)					19,533	39,066	16,500	30,000	13,500	82%
<i>Subtotal</i>			8,690	9,320	\$ 184,525	\$ 368,059	\$ 199,400	\$ 236,000	\$ 36,600	18%
<b>TRANSFER STATION - IVY TIPPING FEES</b>										
Compost Charge for Services	\$ 178.00	\$ 178.00	430	500	\$ 47,823	\$ 95,646	\$ 76,540	\$ 89,000	\$ 12,460	16%
IVY - MSW/Const. TS	52.00	52.00	23,000	32,000	824,273	1,648,546	1,214,000	1,682,000	468,000	39%
<i>Subtotal</i>			23,000	32,000	\$ 872,096	\$ 1,744,192	\$ 1,290,540	\$ 1,771,000	\$ 480,460	37%
<b>MATERIAL SALES - IVY</b>										
Encore					\$ 9,513	\$ 19,026	\$ 20,000	\$ 20,000	\$ -	0%
Metals					18,169	36,338	40,000	40,000	-	0%
Wood Mulch & Chips					12,215	24,430	23,000	30,000	7,000	30%
Hauling Fees					8,800	17,600	40,000	20,000	(20,000)	-50%
Other Materials					-	-	500	-	(500)	-100%
<i>Subtotal</i>					\$ 48,697	\$ 97,394	\$ 123,500	\$ 110,000	\$ (13,500)	-11%
<b>IVY CONVENIENCE CENTER</b>										
Material Sales					\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
<i>Subtotal</i>					\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
<b>RECYCLING REVENUES</b>										
Material Sales					\$ 49,980	\$ 99,960	\$ 162,000	\$ 105,300	\$ (56,700)	-35%
Other Materials & Services					4,204	8,408	6,300	6,000	(300)	-5%
Grants					24,694	24,694	29,000	25,000	(4,000)	-14%
Hauling Fees					-	-	3,600	-	(3,600)	-100%
<i>Subtotal</i>					\$ 78,878	\$ 133,062	\$ 200,900	\$ 136,300	\$ (64,600)	-32%
<b>OTHER REVENUES</b>										
Service Charge Fees					\$ 42,386	\$ 84,772	\$ 85,000	\$ 85,000	\$ -	0%
Other Revenues					14,711	15,000	8,000	8,000	-	0%
<i>Subtotal</i>					\$ 57,097	\$ 99,772	\$ 93,000	\$ 93,000	\$ -	0%
<b>INTEREST, LATE FEES, OTHER</b>										
Trust Fund Interest					\$ 1,381	\$ 2,762	\$ 2,000	\$ 2,200	\$ 200	10%
Finance Charges					2,514	3,000	600	1,200	600	100%
Capital Fund Interest					11,631	23,262	15,000	18,000	3,000	20%
Daily Investment Interest					17,441	34,882	25,000	30,000	5,000	20%
<i>Subtotal</i>					\$ 32,967	\$ 63,906	\$ 42,600	\$ 51,400	\$ 8,800	21%
<b>Total Revenues</b>					<b>\$1,274,260</b>	<b>\$ 2,506,385</b>	<b>\$ 1,949,940</b>	<b>\$ 2,417,700</b>	<b>\$ 467,760</b>	<b>24%</b>
<b>REMEDIATION SUPPORT</b>										
UVA Contribution					\$ 79,982	\$ 79,982	\$ 79,982	\$ 79,982	\$ -	0%
County Contribution					319,468	638,936	638,937	502,465	(136,472)	-21%
City Contribution					263,748	351,664	351,663	276,551	(75,112)	-21%
<b>Total Remediation Local Support</b>					<b>\$ 663,198</b>	<b>\$ 1,070,582</b>	<b>\$ 1,070,582</b>	<b>\$ 858,998</b>	<b>\$ (211,584)</b>	<b>-20%</b>

# ***Expense Details by Department***

*Rivanna Solid Waste Authority*

*Fiscal Year 2020-2021*

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
IVY OPERATIONS**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ 123,800	\$ 56,151	\$ 112,302	\$ 133,575	\$ 9,775	7.9%
11010	Holiday & Overtime Pay	8,600	8,707	17,414	12,000	3,400	40%
12010	FICA	10,129	4,813	9,626	11,136	1,008	10%
12020	Health Insurance	26,800	14,097	28,194	31,950	5,150	19%
12026	Employee Assistance Program	30	13	26	30	-	0%
12030	Retirement	11,538	4,951	9,902	12,810	1,272	11%
12040	Life Insurance	1,622	670	1,340	1,790	168	10%
12050	Fitness Program	50	80	160	200	150	300%
12060	Worker's Comp Insurance	10,200	7,581	9,228	8,300	(1,900)	-19%
	<b>Subtotal</b>	<b>\$ 192,769</b>	<b>\$ 97,063</b>	<b>\$ 188,192</b>	<b>\$ 211,791</b>	<b>\$ 19,023</b>	<b>10%</b>
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ 100	\$ 5	\$ 10	\$ 100	\$ -	0%
13150	Education & Training	700	306	612	700	-	0%
13200	Travel & Lodging	200	57	114	200	-	0%
13250	Uniforms	2,600	1,136	2,272	2,600	-	0%
13325	Recruiting and Medical Testing	200	264	528	200	-	0%
13350	Other	500	122	244	500	-	0%
	<b>Subtotal</b>	<b>\$ 4,300</b>	<b>\$ 1,890</b>	<b>\$ 3,780</b>	<b>\$ 4,300</b>	<b>\$ -</b>	<b>0%</b>
	<b>Professional Services</b>						
20100	Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
20200	Financial & Admin. Services	-	-	-	-	-	
20300	Engineering Consultants	-	368	736	-	-	
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 368</b>	<b>\$ 736</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ 5,500	\$ 1,500	\$ 3,000	\$ 3,000	\$ (2,500)	-45%
21150	Advertising / Communication / Outreach	-	-	-	-	-	
21250	Administrative Services RWSA	-	-	-	-	-	
21252	EMS Programs/Supplies	-	-	-	-	-	
21253	Safety Programs/Supplies	-	75	150	-	-	
21300	Authority Dues/Permits/Fees	1,200	-	1,200	1,200	-	0%
21350	Laboratory Analysis	-	-	-	-	-	
21400	Utilities	3,500	1,557	3,114	3,500	-	0%
21420	General Other Services	1,000	13,230	26,460	1,000	-	0%
21430	Governance & Strategic Support	-	-	-	-	-	
21450	Bad Debt Write-Offs	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ 11,200</b>	<b>\$ 16,362</b>	<b>\$ 31,724</b>	<b>\$ 8,700</b>	<b>\$ (2,500)</b>	<b>-22%</b>
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ -	\$ -	\$ -	\$ -	
22150	Telephone & Data Service	1,400	500	1,000	1,400	-	0%
22200	Cell Phones & Pagers	400	170	340	400	-	0%
	<b>Subtotal</b>	<b>\$ 1,800</b>	<b>\$ 670</b>	<b>\$ 1,340</b>	<b>\$ 1,800</b>	<b>\$ -</b>	<b>0%</b>
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ 1,000	\$ 2,310	\$ 4,620	\$ 1,000	\$ -	0%
31200	Maintenance & Support Services	275	278	556	275	-	0%
31250	Software Purchases	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ 1,275</b>	<b>\$ 2,588</b>	<b>\$ 5,176</b>	<b>\$ 1,275</b>	<b>\$ -</b>	<b>0%</b>
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ 10,000	\$ 5,475	\$ 10,950	\$ 10,000	\$ -	0%
32150	Equipment Maint. & Repair	30,000	7,482	30,000	25,000	(5,000)	-17%

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
IVY OPERATIONS**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
32200	Fuel	5,000	4,438	8,876	8,800	3,800	76%
32300	Trailer Maint. & Repairs	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ 45,000</b>	<b>\$ 17,395</b>	<b>\$ 34,790</b>	<b>\$ 43,800</b>	<b>\$ (1,200)</b>	<b>-3%</b>
33000	<b>Supplies</b>						
33100	Office Supplies	\$ 1,000	\$ 616	\$ 1,232	\$ 1,000	\$ -	0%
33150	Subscriptions/Reference Material	-	-	-	-	-	-
33350	Postage	2	-	-	-	(2)	-
	<b>Subtotal</b>	<b>\$ 1,002</b>	<b>\$ 616</b>	<b>\$ 1,232</b>	<b>\$ 1,000</b>	<b>\$ (2)</b>	<b>0%</b>
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ 9,500	\$ 3,409	\$ 6,818	\$ 8,000	\$ (1,500)	-16%
41400	Materials, Supplies & Tools	1,000	1,337	2,674	1,000	-	0%
41450	HHW Disposal	-	-	-	-	-	-
41500	Contracted Labor	-	7,305	14,610	-	-	-
41550	Material Purchases	-	31	62	-	-	-
41650	Wood Grinding	50,000	20,004	80,000	80,000	30,000	60%
41700	Building Rental	-	-	-	-	-	-
41750	Leach Treatment	-	-	-	-	-	-
41760	Tire Disposal	8,000	9,666	19,332	16,000	8,000	100%
	<b>Subtotal</b>	<b>\$ 68,500</b>	<b>\$ 41,752</b>	<b>\$ 83,504</b>	<b>\$ 105,000</b>	<b>\$ 36,500</b>	<b>53%</b>
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	-
41360	Gas Systems Maintenance	-	-	-	-	-	-
51101	Settlement Agreement (Air & Groundwater)	-	-	-	-	-	-
51110	Compliance Ground Water Well Monitoring	-	-	-	-	-	-
51200	Surface Water Monitoring	-	-	-	-	-	-
51225	Cap Replacement and Repair	-	-	-	-	-	-
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	-	-	-	-	-	-
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	-	-	-	-	-	-
51670	Cobalt MNA Monitoring	-	-	-	-	-	-
41900	Closure Costs	-	-	-	-	-	-
51800	Contingency	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Depreciation	20,000	10,000	20,000	25,000	5,000	25%
	<b>Subtotal</b>	<b>\$ 20,000</b>	<b>\$ 10,000</b>	<b>\$ 20,000</b>	<b>\$ 25,000</b>	<b>\$ 5,000</b>	<b>25%</b>
	<b>Total</b>	<b>\$ 345,846</b>	<b>\$ 188,704</b>	<b>\$ 370,474</b>	<b>\$ 402,666</b>	<b>\$ 56,821</b>	<b>16%</b>



**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
IVY ENVIRONMENTAL**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021 Variance \$	FY 2020 vs. FY 2021 Variance %
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20			
<b>10000 Salaries and Benefits</b>							
11000	Salaries	\$ 120,650	\$ 54,829	\$ 109,658	\$ 89,300	\$ (31,350)	-26.0%
11010	Holiday & Overtime Pay	9,000	8,515	17,030	9,000	-	0%
12010	FICA	9,918	4,700	9,400	7,520	(2,398)	-24%
12020	Health Insurance	25,000	13,650	27,300	19,000	(6,000)	-24%
12026	Employee Assistance Program	30	12	24	30	-	0%
12030	Retirement	11,245	4,824	9,648	8,564	(2,681)	-24%
12040	Life Insurance	1,581	652	1,304	1,197	(384)	-24%
12050	Fitness Program	50	78	156	200	150	300%
12060	Worker's Comp Insurance	9,900	7,497	9,095	5,500	(4,400)	-44%
<b>Subtotal</b>		<b>\$ 187,373</b>	<b>\$ 94,757</b>	<b>\$ 183,615</b>	<b>\$ 140,310</b>	<b>\$ (47,063)</b>	<b>-25%</b>
<b>13000 Other Personnel Costs</b>							
13100	Employee Dues & Licenses	\$ 100	\$ 5	\$ 10	\$ 100	\$ -	0%
13150	Education & Training	800	298	596	800	-	0%
13200	Travel & Lodging	200	56	112	200	-	0%
13250	Uniforms	2,700	1,083	2,166	2,700	-	0%
13325	Recruiting and Medical Testing	500	258	516	500	-	0%
13350	Other	500	119	238	500	-	0%
<b>Subtotal</b>		<b>\$ 4,800</b>	<b>\$ 1,819</b>	<b>\$ 3,638</b>	<b>\$ 4,800</b>	<b>\$ -</b>	<b>0%</b>
<b>Professional Services</b>							
20100	Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	-
20200	Financial & Admin. Services	-	-	-	-	-	-
20300	Engineering Consultants	-	-	-	-	-	-
<b>Subtotal</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Other Services and Charges</b>							
21100	General Liability/Property Insurance	\$ 800	\$ 218	\$ 600	\$ 800	\$ -	0%
21150	Advertising / Communication / Outreach	2,500	977	1,954	2,500	-	0%
21250	Administrative Services RWSA	-	-	-	-	-	-
21252	EMS Programs/Supplies	-	-	-	-	-	-
21253	Safety Programs/Supplies	-	50	100	-	-	-
21300	Authority Dues/Permits/Fees	3,400	3,109	6,218	3,400	-	0%
21350	Laboratory Analysis	-	-	-	1,000	1,000	-
21400	Utilities	6,500	1,285	2,570	6,500	-	0%
21420	General Other Services	24,000	19,592	23,000	24,000	-	0%
21430	Governance & Strategic Support	-	-	-	-	-	-
21450	Bad Debt Write-Offs	-	-	-	-	-	-
<b>Subtotal</b>		<b>\$ 37,200</b>	<b>\$ 25,231</b>	<b>\$ 50,317</b>	<b>\$ 38,200</b>	<b>\$ 1,000</b>	<b>3%</b>
<b>22000 Communication</b>							
22100	Radio	\$ -	\$ -	\$ -	\$ -	\$ -	-
22150	Telephone & Data Service	500	88	176	500	-	0%
22200	Cell Phones & Pagers	500	53	106	500	-	0%
<b>Subtotal</b>		<b>\$ 1,000</b>	<b>\$ 141</b>	<b>\$ 282</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>0%</b>
<b>31000 Information Technology</b>							
31100	Computer Hardware	\$ -	\$ -	\$ -	\$ -	\$ -	-
31200	Maintenance & Support Services	1,000	2,006	4,012	1,000	-	0%
31250	Software Purchases	-	-	-	-	-	-
<b>Subtotal</b>		<b>\$ 1,000</b>	<b>\$ 2,006</b>	<b>\$ 4,012</b>	<b>\$ 1,000</b>	<b>\$ -</b>	<b>-</b>
<b>32000 Vehicles and Equipment Maint.</b>							
32100	Vehicle Maintenance & Repair	\$ 2,000	\$ 1,411	\$ 2,822	\$ 2,000	\$ -	0%
32150	Equipment Maint. & Repair	5,000	-	4,000	5,000	-	0%
32200	Fuel	3,500	4,324	8,648	8,900	5,400	154%
32300	Trailer Maint. & Repairs	4,000	398	796	4,000	-	0%
<b>Subtotal</b>		<b>\$ 14,500</b>	<b>\$ 6,133</b>	<b>\$ 12,266</b>	<b>\$ 19,900</b>	<b>\$ 5,400</b>	<b>-</b>
<b>33000 Supplies</b>							
33100	Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	-
33150	Subscriptions/Reference Material	-	-	-	-	-	-
33350	Postage	-	-	-	-	-	-
<b>Subtotal</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>41000 Operation &amp; Maintenance</b>							

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
IVY ENVIRONMENTAL**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021 Variance \$	FY 2020 vs. FY 2021 Variance %
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20			
41100	Facility Maintenance/Repairs/Replacements	\$ 15,000	72,417	\$ 75,000	\$ 15,000	\$ -	0%
41400	Materials, Supplies & Tools	1,500	982	1,964	1,500	-	0%
41450	HHW Disposal	140,000	59,820	140,000	155,000	15,000	11%
41500	Contracted Labor	-	-	-	-	-	-
41550	Material Purchases	-	-	-	-	-	-
41650	Wood Grinding	-	-	-	-	-	-
41700	Building Rental	-	-	-	-	-	-
41750	Leach Treatment	1,500	677	1,354	5,000	3,500	233%
41760	Tire Disposal	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ 158,000</b>	<b>\$ 133,896</b>	<b>\$ 218,318</b>	<b>\$ 176,500</b>	<b>\$ 18,500</b>	<b>12%</b>
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ 6,500	\$ 5,073	\$ 6,000	\$ 6,500	\$ -	0%
41360	Gas Systems Maintenance	30,000	855	2,000	30,000	-	0%
51101	Settlement Agreement (Air & Groundwater)	6,000	10,099	15,000	7,000	1,000	17%
51110	Compliance Ground Water Well Monitoring	65,000	31,486	62,972	75,000	10,000	15%
51200	Surface Water & Water Supply Monitoring	15,000	9,936	18,000	15,000	-	0%
51225	Cap Replacement and Repair	250,000	-	50,000	200,000	(50,000)	-20%
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	30,000	31,437	42,000	35,000	5,000	17%
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	5,000	-	-	5,000	-	0%
51670	Cobalt MNA Monitoring	4,000	-	4,000	5,000	1,000	25%
41900	Closure Costs	-	1,956	1,956	-	-	-
51800	Contingency	20,000	-	-	20,000	-	0%
	<b>Subtotal</b>	<b>\$ 431,500</b>	<b>\$ 90,842</b>	<b>\$ 201,928</b>	<b>\$ 398,500</b>	<b>\$ (33,000)</b>	<b>-8%</b>
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Depreciation	30,000	15,000	30,000	55,000	25,000	83%
	<b>Subtotal</b>	<b>\$ 30,000</b>	<b>\$ 15,000</b>	<b>\$ 30,000</b>	<b>\$ 55,000</b>	<b>\$ 25,000</b>	<b>83%</b>
	<b>Total</b>	<b>\$ 865,373</b>	<b>\$ 369,825</b>	<b>\$ 704,376</b>	<b>\$ 835,210</b>	<b>\$ (30,163)</b>	<b>-3%</b>

	Current year budget and yearend estimates			Proposed
<b>MOU PAYMENT BASIS:</b>				
<b>Base Expenses</b>	\$ 865,373	\$ 369,825	\$ 704,376	\$ 835,210
<b>Administrative allocation</b>	205,209	102,805	205,610	223,787
	\$ 1,070,582	\$ 472,630	\$ 909,986	\$ 1,058,998
<b>Use of Reserves</b>	\$ -	\$ -	\$ -	\$ 200,000
<b>UVA FIXED PER AGREEMENT</b>	79,982	79,982	79,982	79,982
<b>COUNTY 64.5%</b>	638,937	319,468	638,937	502,465
<b>CITY 35.5%</b>	351,663	263,748	351,663	276,551
	\$ 1,070,582	\$ 663,198	\$ 1,070,582	\$ 1,058,998
<b>Deficit / Use of Reserves</b>	\$ -		\$ 160,596	

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
MSW TRANSFER OPERATIONS - IVY**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ 371,100	\$ 165,816	\$ 331,632	\$ 330,075	\$ (41,025)	-11.05%
11010	Holiday & Overtime Pay	13,000	25,468	50,936	30,000	17,000	131%
12010	FICA	29,384	14,196	28,392	27,546	(1,838)	-6%
12020	Health Insurance	105,600	42,224	84,448	90,900	(14,700)	-14%
12026	Employee Assistance Program	50	38	76	75	25	50%
12030	Retirement	34,587	14,803	29,606	31,654	(2,932)	-8%
12040	Life Insurance	4,861	2,004	4,008	4,423	(438)	-9%
12050	Fitness Program	100	241	482	450	350	350%
12060	Worker's Comp Insurance	30,500	21,680	26,603	20,400	(10,100)	-33%
	<b>Subtotal</b>	<b>\$ 589,182</b>	<b>\$ 286,470</b>	<b>\$ 556,183</b>	<b>\$ 535,523</b>	<b>\$ (53,659)</b>	<b>-9%</b>
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ 120	\$ 14	\$ 28	\$ 120	\$ -	0%
13150	Education & Training	1,000	916	1,832	1,000	-	0%
13200	Travel & Lodging	200	172	344	200	-	0%
13250	Uniforms	7,000	3,402	6,804	7,000	-	0%
13325	Recruiting and Medical Testing	500	791	1,582	500	-	0%
13350	Other	500	464	928	500	-	0%
	<b>Subtotal</b>	<b>\$ 9,320</b>	<b>\$ 5,759</b>	<b>\$ 11,518</b>	<b>\$ 9,320</b>	<b>\$ -</b>	<b>0%</b>
	<b>Professional Services</b>						
20100	Legal Fees		\$ -	\$ -	\$ -	\$ -	
20200	Financial & Admin. Services		-	-	-	-	
20300	Engineering Consultants		2,750	5,500	-	-	
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 2,750</b>	<b>\$ 5,500</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ 15,000	\$ 4,092	\$ 8,000	\$ 8,000	\$ (7,000)	-47%
21150	Advertising / Communication / Outreach	2,000	319	638	2,000	-	0%
21250	Administrative Services RWSA	-	-	-	-	-	
21252	EMS Programs/Supplies	-	-	-	-	-	
21253	Safety Programs/Supplies	-	155	310	15,000	15,000	
21300	Authority Dues/Permits/Fees	9,000	6,711	13,422	9,000	-	0%
21350	Laboratory Analysis	-	-	-	-	-	
21400	Utilities	11,000	3,530	7,060	11,000	-	0%
21420	General Other Services	66,650	39,661	79,322	66,650	-	0%
21430	Governance & Strategic Support	-	-	-	-	-	
21450	Bad Debt Write-Offs	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ 103,650</b>	<b>\$ 54,468</b>	<b>\$ 106,208</b>	<b>\$ 111,650</b>	<b>\$ 8,000</b>	<b>8%</b>
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ -	\$ -	\$ -	\$ -	
22150	Telephone & Data Service	1,000	269	538	1,000	-	0%
22200	Cell Phones & Pagers	1,000	431	862	1,000	-	0%
	<b>Subtotal</b>	<b>\$ 2,000</b>	<b>\$ 700</b>	<b>\$ 1,400</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>0%</b>
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ 500	\$ -	\$ -	\$ 500	\$ -	0%
31200	Maintenance & Support Services	2,000	834	1,668	2,000	-	0%
31250	Software Purchases	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ 2,500</b>	<b>\$ 834</b>	<b>\$ 1,668</b>	<b>\$ 2,500</b>	<b>\$ -</b>	<b>0%</b>
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ 3,000	\$ 14,676	\$ 29,352	\$ 10,000	\$ 7,000	233%
32150	Equipment Maint. & Repair	15,000	15,312	30,624	15,000	-	0%
32200	Fuel	2,400	13,286	26,572	5,900	3,500	146%
32300	Trailer Maint & Repairs	-	35	70	-	-	

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
MSW TRANSFER OPERATIONS - IVY**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021 Variance \$	FY 2020 vs. FY 2021 Variance %
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20			
	<i>Subtotal</i>	\$ 20,400	\$ 43,309	\$ 86,618	\$ 30,900	\$ 10,500	51%
33000	<b>Supplies</b>						
33100	Office Supplies	\$ 1,700	\$ 1,849	\$ 3,698	\$ 3,000	\$ 1,300	76%
33150	Subscriptions/Reference Material	-	-	-	-	-	-
33350	Postage	-	-	-	-	-	-
	<i>Subtotal</i>	\$ 1,700	\$ 1,849	\$ 3,698	\$ 3,000	\$ 1,300	76%
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ 35,000	\$ 12,505	\$ 25,010	\$ 25,000	\$ (10,000)	-29%
41400	Materials, Supplies & Tools	3,000	7,541	15,082	10,000	7,000	233%
41450	HHW Disposal	-	-	-	-	-	-
41500	Contracted Labor	-	21,915	22,995	-	-	-
41550	Material Purchases	-	47	94	-	-	-
41650	Wood Grinding	-	-	-	-	-	-
41700	Building Rental	-	-	-	-	-	-
41750	Leach Treatment	-	-	-	-	-	-
41760	Tire Disposal	-	-	-	-	-	-
	<i>Subtotal</i>	\$ 38,000	\$ 42,008	\$ 63,181	\$ 35,000	\$ (3,000)	-8%
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ 951,850	\$ 598,338	\$ 1,196,676	\$ 1,454,000	\$ 502,150	53%
	<i>Subtotal</i>	\$ 951,850	\$ 598,338	\$ 1,196,676	\$ 1,454,000	\$ 502,150	53%
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	-
41360	Gas Systems Maintenance	-	-	-	-	-	-
51101	Settlement Agreement (Air & Groundwater)	-	-	-	-	-	-
51110	Compliance Ground Water Well Monitoring	-	-	-	-	-	-
51200	Surface Water Monitoring	-	-	-	-	-	-
51225	Cap Replacement and Repair	-	-	-	-	-	-
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	-	-	-	-	-	-
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	-	-	-	-	-	-
51670	Cobalt MNA Monitoring	-	-	-	-	-	-
41900	Closure Costs	3,500	-	3,500	3,500	-	0%
51800	Contingency	-	-	-	-	-	-
	<i>Subtotal</i>	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ -	-
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	-
	Depreciation	50,000	25,000	50,000	70,000	20,000	40%
	<i>Subtotal</i>	\$ 50,000	\$ 25,000	\$ 50,000	\$ 75,000	\$ 25,000	50%
	<b>Total</b>	<b>\$ 1,772,102</b>	<b>\$ 1,061,485</b>	<b>\$ 2,086,150</b>	<b>\$ 2,262,393</b>	<b>\$ 490,291</b>	<b>28%</b>

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
CONVENIENCE CENTER - IVY**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ -	\$ -	\$ -	\$ 118,500	\$ 118,500	
11010	Holiday & Overtime Pay	-	-	-	10,000	10,000	
12010	FICA	-	-	-	9,830	9,830	
12020	Health Insurance	-	-	-	33,200	33,200	
12026	Employee Assistance Program	-	-	-	50	50	
12030	Retirement	-	-	-	11,364	11,364	
12040	Life Insurance	-	-	-	1,588	1,588	
12050	Fitness Program	-	-	-	-	-	
12060	Worker's Comp Insurance	-	-	-	7,400	7,400	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ 191,932	\$ 191,932	
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ -	\$ -	\$ -	\$ -	\$ -	
13150	Education & Training	-	-	-	500	500	
13200	Travel & Lodging	-	-	-	100	100	
13250	Uniforms	-	-	-	4,000	4,000	
13325	Recruiting and Medical Testing	-	-	-	150	150	
13350	Other	-	-	-	200	200	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ 4,950	\$ 4,950	
	<b>Professional Services</b>						
20100	Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
20200	Financial & Admin. Services	-	-	-	-	-	
20300	Engineering Consultants	-	-	-	-	-	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	
21150	Advertising / Communication / Outreach	-	-	-	800	800	
21250	Administrative Services RWSA	-	-	-	-	-	
21252	EMS Programs/Supplies	-	-	-	-	-	
21253	Safety Programs/Supplies	-	-	-	1,000	1,000	
21300	Authority Dues/Permits/Fees	-	-	-	-	-	
21350	Laboratory Analysis	-	-	-	-	-	
21400	Utilities	-	-	-	5,000	5,000	
21420	General Other Services	-	-	-	11,000	11,000	
21430	Governance & Strategic Support	-	-	-	-	-	
21450	Bad Debt Write-Offs	-	-	-	-	-	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ 19,800	\$ 19,800	
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ -	\$ -	\$ -	\$ -	
22150	Telephone & Data Service	-	-	-	-	-	
22200	Cell Phones & Pagers	-	-	-	-	-	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ -	\$ -	\$ -	\$ -	\$ -	
31200	Maintenance & Support Services	-	-	-	-	-	
31250	Software Purchases	-	-	-	-	-	
	<b>Subtotal</b>	\$ -	\$ -	\$ -	\$ -	\$ -	
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	
32150	Equipment Maint. & Repair	-	-	-	15,000	15,000	
32200	Fuel	-	-	-	30,000	30,000	
32300	Trailer Maint & Repairs	-	-	-	5,000	5,000	

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
CONVENIENCE CENTER - IVY**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	
33000	<b>Supplies</b>						
33100	Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	
33150	Subscriptions/Reference Material	-	-	-	-	-	
33350	Postage	-	-	-	-	-	
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000	
41400	Materials, Supplies & Tools	-	-	-	2,000	2,000	
41450	HHW Disposal	-	-	-	-	-	
41500	Contracted Labor	-	-	-	-	-	
41550	Material Purchases	-	-	-	-	-	
41650	Wood Grinding	-	-	-	-	-	
41700	Building Rental	-	-	-	-	-	
41750	Leach Treatment	-	-	-	-	-	
41760	Tire Disposal	-	-	-	-	-	
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ 4,000	\$ 4,000	
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	
41360	Gas Systems Maintenance	-	-	-	-	-	
51101	Settlement Agreement (Air & Groundwater)	-	-	-	-	-	
51110	Compliance Ground Water Well Monitoring	-	-	-	-	-	
51200	Surface Water Monitoring	-	-	-	-	-	
51225	Cap Replacement and Repair	-	-	-	-	-	
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	
51649	Full Scale EBR - Monitoring	-	-	-	-	-	
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	
51660	Greenhouse Gas Monitoring & Reporting	-	-	-	-	-	
51670	Cobalt MNA Monitoring	-	-	-	-	-	
41900	Closure Costs	-	-	-	-	-	
51800	Contingency	-	-	-	-	-	
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	
	Depreciation	-	-	-	20,000	20,000	
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300,682</b>	<b>\$ 300,682</b>	

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
EXPENSE Detail by Department  
RECYCLING**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ 184,500	\$ 82,921	\$ 165,842	\$ 177,830	\$ (6,670)	-3.62%
11010	Holiday & Overtime Pay	11,000	12,815	25,630	15,000	4,000	36%
12010	FICA	14,956	7,104	14,208	14,751	(204)	-1%
12020	Health Insurance	44,950	19,460	38,920	52,250	7,300	16%
12026	Employee Assistance Program	40	19	38	40	-	0%
12030	Retirement	13,467	7,343	14,686	17,054	3,586	27%
12040	Life Insurance	1,893	994	1,988	2,383	490	26%
12050	Fitness Program	50	119	238	250	200	400%
12060	Worker's Comp Insurance	15,200	9,541	11,995	10,900	(4,300)	-28%
	<b>Subtotal</b>	<b>\$ 286,056</b>	<b>\$ 140,316</b>	<b>\$ 273,545</b>	<b>\$ 290,458</b>	<b>\$ 4,402</b>	<b>2%</b>
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ 100	\$ 7	\$ 14	\$ 100	\$ -	0%
13150	Education & Training	1,000	454	908	1,000	-	0%
13200	Travel & Lodging	100	85	170	100	-	0%
13250	Uniforms	4,000	1,650	3,300	4,000	-	0%
13325	Recruiting and Medical Testing	150	392	784	-	(150)	-100%
13350	Other	200	181	362	200	-	0%
	<b>Subtotal</b>	<b>\$ 5,550</b>	<b>\$ 2,769</b>	<b>\$ 5,538</b>	<b>\$ 5,400</b>	<b>\$ (150)</b>	<b>-3%</b>
	<b>Professional Services</b>						
20100	Legal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
20200	Financial & Admin. Services	-	-	-	-	-	
20300	Engineering Consultants	-	15,587	31,174	-	-	
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 15,587</b>	<b>\$ 31,174</b>	<b>\$ -</b>	<b>\$ -</b>	
	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ 3,900	\$ 1,064	\$ 2,500	\$ 3,900	\$ -	0%
21150	Advertising / Communication / Outreach	800	1,617	3,234	5,000	4,200	525%
21250	Administrative Services RWSA	-	-	-	-	-	
21252	EMS Programs/Supplies	-	-	-	-	-	
21253	Safety Programs/Supplies	-	77	154	-	-	
21300	Authority Dues/Permits/Fees	-	-	-	-	-	
21350	Laboratory Analysis	-	-	-	-	-	
21400	Utilities	12,200	7,079	14,158	12,200	-	0%
21420	General Other Services	8,000	7,190	14,380	11,000	3,000	38%
21430	Governance & Strategic Support	-	-	-	-	-	
21450	Bad Debt Write-Offs	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ 24,900</b>	<b>\$ 17,027</b>	<b>\$ 33,345</b>	<b>\$ 32,100</b>	<b>\$ 7,200</b>	<b>29%</b>
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ -	\$ -	\$ -	\$ -	
22150	Telephone & Data Service	2,000	914	1,828	2,000	-	0%
22200	Cell Phones & Pagers	150	335	670	150	-	0%
	<b>Subtotal</b>	<b>\$ 2,150</b>	<b>\$ 1,249</b>	<b>\$ 2,498</b>	<b>\$ 2,150</b>	<b>\$ -</b>	<b>0%</b>
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ -	\$ -	\$ -	\$ -	\$ -	
31200	Maintenance & Support Services	-	-	-	-	-	
31250	Software Purchases	-	-	-	-	-	
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ 30,000	\$ 9,871	\$ 19,742	\$ 25,000	\$ (5,000)	-17%
32150	Equipment Maint. & Repair	15,000	71,084	80,000	15,000	-	0%

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
RECYCLING**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
32200	Fuel	13,500	8,133	16,266	15,000	1,500	11%
32300	Trailer Maint & Repairs	7,500	966	1,932	5,000	(2,500)	-33%
	<b>Subtotal</b>	<b>\$ 66,000</b>	<b>\$ 90,054</b>	<b>\$ 117,940</b>	<b>\$ 60,000</b>	<b>\$ (6,000)</b>	<b>-9%</b>
33000	<b>Supplies</b>						
33100	Office Supplies	\$ 1,000	\$ 24	\$ 48	\$ 50	\$ (950)	-95%
33150	Subscriptions/Reference Material	1,000	895	1,790	1,000	-	0%
33350	Postage	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ 2,000</b>	<b>\$ 919</b>	<b>\$ 1,838</b>	<b>\$ 1,050</b>	<b>\$ (950)</b>	
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ 16,000	\$ 822	\$ 1,644	\$ 16,000	\$ -	0%
41400	Materials, Supplies & Tools	4,000	4,958	9,916	6,000	2,000	50%
41450	HHW Disposal	-	-	-	-	-	-
41500	Contracted Labor	5,000	14,403	28,806	5,000	-	0%
41550	Material Purchases	45,000	153	306	5,000	(40,000)	-89%
41650	Wood Grinding	-	-	-	-	-	-
41700	Building Rental	40,000	16,200	32,400	40,000	-	0%
41750	Leach Treatment	-	-	-	-	-	-
41760	Tire Disposal	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ 110,000</b>	<b>\$ 36,536</b>	<b>\$ 73,072</b>	<b>\$ 72,000</b>	<b>\$ (38,000)</b>	<b>-35%</b>
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	-
41360	Gas Systems Maintenance	-	-	-	-	-	-
51101	Settlement Agreement (Air & Groundwater)	-	-	-	-	-	-
51110	Compliance Ground Water Well Monitoring	-	-	-	-	-	-
51200	Surface Water Monitoring	-	-	-	-	-	-
51225	Cap Replacement and Repair	-	-	-	-	-	-
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	-	-	-	-	-	-
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	-	-	-	-	-	-
51670	Cobalt MNA Monitoring	-	-	-	-	-	-
41900	Closure Costs	-	-	-	-	-	-
51800	Contingency	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Depreciation	35,000	17,500	35,000	90,000	55,000	157%
	<b>Subtotal</b>	<b>\$ 35,000</b>	<b>\$ 17,500</b>	<b>\$ 35,000</b>	<b>\$ 90,000</b>	<b>\$ 55,000</b>	<b>157%</b>
	<b>Total</b>	<b>\$ 531,656</b>	<b>\$ 321,957</b>	<b>\$ 573,950</b>	<b>\$ 553,158</b>	<b>\$ 21,502</b>	<b>4.0%</b>



**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
ADMINISTRATION**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021 Variance \$	FY 2020 vs. FY 2021 Variance %
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20			
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ 110,800	\$ 56,782	\$ 113,564	\$ 106,960	\$ (3,840)	-3%
11010	Holiday & Overtime Pay	-	-	-	-	-	-
12010	FICA	8,476	4,076	8,152	8,182	(294)	-3%
12020	Health Insurance	12,500	8,429	16,858	12,300	(200)	-2%
12026	Employee Assistance Program	25	6	12	25	-	0%
12030	Retirement	10,327	5,225	10,450	10,257	(69)	-1%
12040	Life Insurance	1,451	689	1,378	1,433	(18)	-1%
12050	Fitness Program	100	-	-	-	(100)	-100%
12060	Worker's Comp Insurance	9,000	4,727	6,180	6,300	(2,700)	-30%
	<b>Subtotal</b>	<b>\$ 152,679</b>	<b>\$ 79,934</b>	<b>\$ 156,594</b>	<b>\$ 145,458</b>	<b>\$ (7,221)</b>	<b>-5%</b>
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ 500	\$ 606	\$ 1,212	\$ 500	\$ -	0%
13150	Education & Training	1,000	432	864	1,000	-	0%
13200	Travel & Lodging	1,000	-	-	1,000	-	0%
13250	Uniforms	1,000	665	1,330	1,000	-	0%
13325	Recruiting and Medical Testing	500	-	-	500	-	0%
13350	Other	4,000	1,024	2,048	4,000	-	0%
	<b>Subtotal</b>	<b>\$ 8,000</b>	<b>\$ 2,727</b>	<b>\$ 5,454</b>	<b>\$ 8,000</b>	<b>\$ -</b>	<b>0%</b>
	<b>Professional Services</b>						
20100	Legal Fees	\$ 15,000	\$ 7,097	\$ 14,194	\$ 15,000	\$ -	0%
20200	Financial & Admin. Services	15,000	625	1,250	15,000	-	0%
20300	Engineering Consultants	20,000	3,478	6,956	20,000	-	0%
	<b>Subtotal</b>	<b>\$ 50,000</b>	<b>\$ 11,200</b>	<b>\$ 22,400</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0%</b>
	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ 2,200	\$ 600	\$ 800	\$ 2,200	\$ -	0%
21150	Advertising / Communication / Outreach	1,500	3,970	7,940	1,500	-	0%
21250	Administrative Services RWSA	466,000	233,000	466,000	543,000	77,000	17%
21252	EMS Programs/Supplies	-	-	-	-	-	-
21253	Safety Programs/Supplies	10,000	12,149	24,298	10,000	-	0%
21300	Authority Dues/Permits/Fees	10,000	5,988	11,976	10,000	-	0%
21350	Laboratory Analysis	-	-	-	-	-	-
21400	Utilities	-	-	-	-	-	-
21420	General Other Services	6,000	3,116	6,232	6,000	-	0%
21430	Governance & Strategic Support	5,000	749	1,498	5,000	-	0%
21450	Bad Debt Write-Offs	5,000	-	5,000	5,000	-	0%
	<b>Subtotal</b>	<b>\$ 505,700</b>	<b>\$ 259,572</b>	<b>\$ 518,744</b>	<b>\$ 582,700</b>	<b>\$ 77,000</b>	<b>15%</b>
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ 3,894	\$ 7,788	\$ 1,000	\$ 1,000	-
22150	Telephone & Data Service	4,700	2,466	4,932	4,700	-	0%
22200	Cell Phones & Pagers	500	-	-	500	-	0%
	<b>Subtotal</b>	<b>\$ 5,200</b>	<b>\$ 6,360</b>	<b>\$ 12,720</b>	<b>\$ 6,200</b>	<b>\$ 1,000</b>	<b>19%</b>
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ 1,000	\$ -	\$ -	\$ 1,000	\$ -	0%
31200	Maintenance & Support Services	2,000	15,741	31,482	2,000	-	0%
31250	Software Purchases	500	-	-	500	-	0%
	<b>Subtotal</b>	<b>\$ 3,500</b>	<b>\$ 15,741</b>	<b>\$ 31,482</b>	<b>\$ 3,500</b>	<b>\$ -</b>	<b>0%</b>
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	-
32150	Equipment Maint. & Repair	-	-	-	-	-	-
32200	Fuel	-	-	-	-	-	-
32300	Trailer Maint & Repairs	-	-	-	-	-	-
	<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
33000	<b>Supplies</b>						
33100	Office Supplies	\$ 1,500	\$ 120	\$ 240	\$ 1,500	\$ -	0%
33150	Subscriptions/Reference Material	-	-	-	-	-	-
33350	Postage	50	-	-	-	(50)	-100%
	<b>Subtotal</b>	<b>\$ 1,550</b>	<b>\$ 120</b>	<b>\$ 240</b>	<b>\$ 1,500</b>	<b>\$ (50)</b>	<b>-3%</b>
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ -	\$ -	\$ -	\$ -	\$ -	-

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
ADMINISTRATION**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020	FY 2020
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		vs. FY 2021 Variance \$	vs. FY 2021 Variance %
41400	Materials, Supplies & Tools	-	-	-	-	-	-
41450	HHW Disposal	-	-	-	-	-	-
41500	Contracted Labor	-	-	-	-	-	-
41550	Material Purchases	-	-	-	-	-	-
41650	Wood Grinding	-	-	-	-	-	-
41700	Building Rental	-	-	-	-	-	-
41750	Leach Treatment	-	-	-	-	-	-
41760	Tire Disposal	-	-	-	-	-	-
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
41360	Gas Systems Maintenance	-	-	-	-	-	-
51101	Settlement Agreement (Air & Groundwater)	-	-	-	-	-	-
51110	Compliance Ground Water Well Monitoring	-	-	-	-	-	-
51200	Surface Water Monitoring	-	-	-	-	-	-
51225	Cap Replacement and Repair	-	-	-	-	-	-
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	-	-	-	-	-	-
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	-	-	-	-	-	-
51670	Cobalt MNA Monitoring	-	-	-	-	-	-
41900	Closure Costs	-	-	-	-	-	-
51800	Contingency	-	-	-	-	-	-
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Depreciation	-	-	-	-	-	-
<i>Subtotal</i>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 726,629</b>	<b>\$ 375,654</b>	<b>\$ 747,634</b>	<b>\$ 797,358</b>	<b>\$ 70,729</b>	<b>10%</b>

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
Department: Authoritywide Detail**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021	FY 2020 vs. FY 2021
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		Variance \$	Variance %
10000	<b>Salaries and Benefits</b>						
11000	Salaries	\$ 910,850	\$ 416,499	\$ 832,998	\$ 956,240	\$ 45,390	5%
11010	Holiday & Overtime Pay	41,600	55,505	111,010	76,000	34,400	83%
12010	FICA	72,862	34,889	69,778	78,966	6,104	8%
12020	Health Insurance	214,850	97,860	195,720	239,600	24,750	12%
12026	Employee Assistance Program	175	88	176	250	75	43%
12030	Retirement	81,163	37,146	74,292	91,703	10,540	13%
12040	Life Insurance	11,408	5,009	10,018	12,814	1,405	12%
12050	Fitness Program	350	518	1,036	1,100	750	0%
12060	Worker's Comp Insurance	74,800	51,026	63,101	58,800	(16,000)	-21%
	<b>Subtotal</b>	<b>\$ 1,408,059</b>	<b>\$ 698,540</b>	<b>\$ 1,358,129</b>	<b>\$ 1,515,473</b>	<b>\$ 107,415</b>	<b>8%</b>
13000	<b>Other Personnel Costs</b>						
13100	Employee Dues & Licenses	\$ 920	\$ 637	\$ 1,274	\$ 920	\$ -	0%
13150	Education & Training	4,500	2,406	4,812	5,000	500	11%
13200	Travel & Lodging	1,700	370	740	1,800	100	6%
13250	Uniforms	17,300	7,936	15,872	21,300	4,000	23%
13325	Recruiting and Medical Testing	1,850	1,705	3,410	1,850	-	0%
13350	Other	5,700	1,910	3,820	5,900	200	4%
	<b>Subtotal</b>	<b>\$ 31,970</b>	<b>\$ 14,964</b>	<b>\$ 29,928</b>	<b>\$ 36,770</b>	<b>\$ 4,800</b>	<b>15%</b>
20100	<b>Professional Services</b>						
20200	Legal Fees	\$ 15,000	\$ 7,097	\$ 14,194	\$ 15,000	\$ -	0%
20300	Financial & Admin. Services	15,000	625	1,250	15,000	-	0%
	Engineering Consultants	20,000	22,183	44,366	20,000	-	-
	<b>Subtotal</b>	<b>\$ 50,000</b>	<b>\$ 29,905</b>	<b>\$ 59,810</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>0%</b>
21100	<b>Other Services and Charges</b>						
21100	General Liability/Property Insurance	\$ 27,400	\$ 7,474	\$ 9,965	\$ 19,900	\$ (7,500)	-27%
21150	Advertising / Communication / Outreach	6,800	6,883	13,766	11,800	5,000	74%
21250	Administrative Services RWSA	466,000	233,000	466,000	543,000	77,000	17%
21252	EMS Programs/Supplies	-	-	-	-	-	-
21253	Safety Programs/Supplies	10,000	12,506	25,012	26,000	16,000	160%
21300	Authority Dues/Permits/Fees	23,600	15,808	31,616	23,600	-	0%
21350	Laboratory Analysis	-	-	-	1,000	1,000	-
21400	Utilities	33,200	13,451	26,902	38,200	5,000	15%
21420	General Other Services	105,650	82,789	165,578	119,650	14,000	13%
21430	Governance & Strategic Support	5,000	749	1,498	5,000	-	0%
21450	Bad Debt Write-Offs	5,000	-	-	5,000	-	0%
	<b>Subtotal</b>	<b>\$ 682,650</b>	<b>\$ 372,660</b>	<b>\$ 740,337</b>	<b>\$ 793,150</b>	<b>\$ 110,500</b>	<b>16%</b>
22000	<b>Communication</b>						
22100	Radio	\$ -	\$ 3,894	\$ 7,788	\$ 1,000	\$ 1,000	-
22150	Telephone & Data Service	9,600	4,237	8,474	9,600	-	0%
22200	Cell Phones & Pagers	2,550	989	1,978	2,550	-	0%
	<b>Subtotal</b>	<b>\$ 12,150</b>	<b>\$ 9,120</b>	<b>\$ 18,240</b>	<b>\$ 13,150</b>	<b>\$ 1,000</b>	<b>8%</b>
31000	<b>Information Technology</b>						
31100	Computer Hardware	\$ 2,500	\$ 2,310	\$ 4,620	\$ 2,500	\$ -	0%
31200	Maintenance & Support Services	5,275	18,859	37,718	5,275	-	0%
31250	Software Purchases	500	-	-	500	-	0%
	<b>Subtotal</b>	<b>\$ 8,275</b>	<b>\$ 21,169</b>	<b>\$ 42,338</b>	<b>\$ 8,275</b>	<b>\$ -</b>	<b>0%</b>
32000	<b>Vehicles and Equipment Maint.</b>						
32100	Vehicle Maintenance & Repair	\$ 45,000	\$ 31,433	\$ 62,866	\$ 57,000	\$ 12,000	27%
32150	Equipment Maint. & Repair	65,000	93,878	125,588	75,000	10,000	15%
32200	Fuel	24,400	30,181	60,362	68,600	44,200	181%
32300	Trailer Maint & Repairs	11,500	1,399	2,798	14,000	2,500	22%
	<b>Subtotal</b>	<b>\$ 145,900</b>	<b>\$ 156,891</b>	<b>\$ 251,614</b>	<b>\$ 214,600</b>	<b>\$ 68,700</b>	<b>47%</b>
33000	<b>Supplies</b>						
33100	Office Supplies	\$ 5,200	\$ 2,609	\$ 5,218	\$ 5,550	\$ 350	7%

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021 Proposed Budget  
Expense Detail by Department  
Department: Authoritywide Detail**

Object Code	Line Item	Adopted Budget FY 2019-2020	Current Year Activity		Proposed Budget FY 2020-2021	FY 2020 vs. FY 2021	FY 2020 vs. FY 2021
			Six Months Actual 12/31/2019	Projected Yearend 6/30/20		Variance \$	Variance %
33150	Subscriptions/Reference Material	1,000	895	1,790	1,000	-	0%
33350	Postage	52	-	-	-	(52)	-100%
	<i>Subtotal</i>	\$ 6,252	\$ 3,504	\$ 7,008	\$ 6,550	\$ 298	5%
41000	<b>Operation &amp; Maintenance</b>						
41100	Facility Maintenance/Repairs/Replacements	\$ 75,500	\$ 89,153	\$ 108,472	\$ 66,000	\$ (9,500)	-13%
41400	Materials, Supplies & Tools	9,500	14,818	29,636	20,500	11,000	116%
41450	HHW Disposal	140,000	59,820	140,000	155,000	15,000	11%
41500	Contracted Labor	5,000	43,623	66,411	5,000	-	0%
41550	Material Purchases	45,000	231	462	5,000	(40,000)	-89%
41650	Wood Grinding	50,000	20,004	40,008	80,000	30,000	60%
41700	Building Rental	40,000	16,200	32,400	40,000	-	0%
41750	Leach Treatment	1,500	677	1,354	5,000	3,500	233%
41760	Tire Disposal	8,000	9,666	19,332	16,000	8,000	100%
	<i>Subtotal</i>	\$ 374,500	\$ 254,192	\$ 438,075	\$ 392,500	\$ 18,000	5%
43000	<b>Disposal Contracts</b>						
43100	MSW - Ivy Transfer	\$ 951,850	\$ 598,338	\$ 1,196,676	\$ 1,454,000	\$ 502,150	53%
	<i>Subtotal</i>	\$ 951,850	\$ 598,338	\$ 1,196,676	\$ 1,454,000	\$ 502,150	53%
51000	<b>Ivy Remediation</b>						
41350	Ground Water Systems Maintenance	\$ 6,500	\$ 5,073	\$ 6,000	\$ 6,500	-	0%
41360	Gas Systems Maintenance	30,000	855	2,000	30,000	-	0%
51101	Settlement Agreement (Air & Groundwater)	6,000	10,099	15,000	7,000	1,000	17%
51110	Compliance Ground Water Well Monitoring	65,000	31,486	62,972	75,000	10,000	15%
51200	Surface Water Monitoring	15,000	9,936	18,000	15,000	-	0%
51225	Cap Replacement and Repair	250,000	-	50,000	200,000	(50,000)	-20%
51224	O&M Cell 3 and P.Plant place holder	-	-	-	-	-	-
51300	Paint Pit Remed. - Gas & Vapor Extraction	-	-	-	-	-	-
51649	Full Scale EBR - Monitoring	30,000	31,437	42,000	35,000	5,000	17%
51651	Full Scale EBR - Injection & Reporting	-	-	-	-	-	-
51660	Greenhouse Gas Monitoring & Reporting	5,000	-	-	5,000	-	0%
51670	Cobalt MNA Monitoring	4,000	-	4,000	5,000	1,000	25%
41900	Closure Costs	3,500	1,956	5,456	3,500	-	0%
51800	Contingency	20,000	-	-	20,000	-	0%
	<i>Subtotal</i>	\$ 435,000	\$ 90,842	\$ 205,428	\$ 402,000	\$ (33,000)	
81000	<b>Equipment</b>						
81200	Rental & Leases	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	
	Depreciation	135,000	67,500	135,000	260,000	125,000	93%
	<i>Subtotal</i>	\$ 135,000	\$ 67,500	\$ 135,000	\$ 265,000	\$ 130,000	96%
	<b>Total</b>	<b>\$ 4,241,606</b>	<b>\$ 2,317,625</b>	<b>\$ 4,482,583</b>	<b>\$ 5,151,468</b>	<b>\$ 909,863</b>	<b>21%</b>

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# ***Capital Program***

*Rivanna Solid Waste Authority*

*Fiscal Year 2020-2021*

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**Capital Program Expense Projections Detail**

	FY 2020			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2021-2025
	Adopted	Feb 2020 Actual-Expenses	Projected Expenses June						TOTALS
<b>Ivy Operations</b>									
Replace Loader 908	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
General Improvements - Building Ivy					20,000				20,000
Allocated Equipment	-	-	-	8,000	75,000	7,500	37,500	-	128,000
<b>SubTotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>158,000</b>	<b>95,000</b>	<b>7,500</b>	<b>37,500</b>	<b>-</b>	<b>298,000</b>
<b>Ivy Transfer Station</b>									
Fans for Transfer Station	-	-	-	30,000	-	-	-	-	30,000
Tunnel Scales				60,000					60,000
General Improvements - Building Ivy				-	40,000				40,000
Rehab Barn				-	75,000				75,000
Ivy Transfer Station		27,451		-					-
New Recycling Center	350,000	16,350	350,000	-					-
Yard Jockey				-	-	-	100,000	-	100,000
Allocated Equipment	-	-	-	8,000	75,000	7,500	62,500	-	153,000
<b>SubTotal</b>	<b>350,000</b>	<b>43,801</b>	<b>350,000</b>	<b>98,000</b>	<b>190,000</b>	<b>7,500</b>	<b>162,500</b>	<b>-</b>	<b>458,000</b>
<b>Ivy Environmental</b>									
Pond impoundment improvements - Alternative 2	50,000	88	50,000	100,000	-	-	-	-	100,000
New Tanker #2, (replace old one 1950's vintage)	-	-	-	-	-	-	-	-	-
Grade Berms	15,000	-	15,000	-	-	-	-	-	-
Communication control SCADA (lift stations)	-	-	-	30,000	-	-	-	-	30,000
Regrade ditches for stormwater	100,000	4,550	100,000	-	-	-	-	-	-
Allocated Equipment				4,000	-	7,500	62,500	-	74,000
<b>SubTotal</b>	<b>165,000</b>	<b>4,638</b>	<b>165,000</b>	<b>134,000</b>	<b>-</b>	<b>7,500</b>	<b>62,500</b>	<b>-</b>	<b>204,000</b>
<b>Recycling - McIntire / Paper Sort</b>									
Replace OCC Compactor	-	-	-	-	-	50,000	-	-	50,000
Forklift and Bale Clamp				20,000					20,000
New Ramp - Paper Sort				-					-
Asphalt Paving				25,000					25,000
Roll-off containers	-	-	-	15,000	15,000	15,000	-	-	45,000
Replace Trailers	-	-	-	30,000	30,000	30,000	30,000	-	120,000
Allocated Equipment				-	-	7,500	87,500	-	95,000
<b>SubTotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90,000</b>	<b>45,000</b>	<b>102,500</b>	<b>117,500</b>	<b>-</b>	<b>355,000</b>
<b>Total 5-Year CIP</b>	<b>\$ 515,000</b>	<b>\$ 48,439</b>	<b>\$ 515,000</b>	<b>\$ 480,000</b>	<b>\$ 330,000</b>	<b>\$ 125,000</b>	<b>\$ 380,000</b>	<b>\$ -</b>	<b>\$ 1,315,000</b>
									\$ 1,315,000
<b>Allocated Equipment</b>									
Admin. Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Replace Scales	-	-	-	-	150,000	-	-	-	150,000
Replace Vehicle - Ranger	-	-	-	-	-	30,000	-	-	30,000
Replace Vehicle - Explorer	-	-	-	20,000	-	-	-	-	20,000
Replace Roll-off truck	-	-	-	-	-	-	250,000	-	250,000
Roll-off containers - Ivy and McIntire split	-	-	-	-	-	-	-	-	-
<b>Total Equipment to allocate</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>150,000</b>	<b>30,000</b>	<b>250,000</b>	<b>-</b>	<b>450,000</b>
<b>Allocation:</b>									
Ivy Operations	-	-	-	8,000	75,000	7,500	37,500	-	128,000
Ivy Transfer Station	-	-	-	8,000	75,000	7,500	62,500	-	153,000
Ivy Environmental	-	-	-	4,000	-	7,500	62,500	-	74,000
Recycling	-	-	-	-	-	7,500	87,500	-	95,000
<b>Total Cost Center Allocations</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 150,000</b>	<b>\$ 30,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 450,000</b>



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# ***Appendices***

*Rivanna Solid Waste Authority*

*Fiscal Year 2020-2021*

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021**

**General Definitions**

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<b>MSW</b>	Municipal Solid Waste, a.k.a. non-hazardous household, commercial refuse and construction debris
<b>Operating Revenue Categories:</b>	
Ivy Tipping Fees	Fees for items received at Ivy, either per ton or per item
Transfer Station Tipping Fees	Fees per ton of MSW delivered to the Ivy transfer station for all wastes.
Material Sales - Ivy	Sales of mulch, wood chips, metal, and encore items
Recycling Revenues	Material sales primarily from McIntire / Paper Sort collections
Recycling Revenues - Ivy C.C.	Material sales primarily from the Ivy Convenience Center material collections
Other Revenues	Grants, fees for services, and finance charges
Interest	Interest earned on operating and escrow funds
<b>Operating Expenses:</b>	
Ivy Operations	Operations and maintenance costs for all non-Transfer Station services (Yard/Veg waste, Tires, Clean fill, etc.)
Ivy Environmental	Ground water and gas remediation costs
MSW - Transfer	Personnel costs, maintenance, and contract costs for the Transfer Station
Recycling Operations	Operations and maintenance costs for McIntire and Paper Sort
Recycling Operations - Ivy C.C.	Operations and maintenance costs for Ivy Convenience Center
Administration	Administrative overhead
<b>Tipping Fees:</b>	
Clean Fill Material	Mixed dirt, bricks, concrete, road materials
Grindable Vegetative Material	Wood waste suitable for chipping
Pallets	Pallets are either chipped or sold for reuse
Tires (Split or Whole)	Vehicle & equipment tires
White Goods (Freon & non-Freon)	Large appliances
IVY - MSW TS	MSW tipping fee per ton at Ivy Transfer

Rivanna Solid Waste Authority  
Fiscal Year 2020-2021

Authority Staffing Plan		FY 2021	FY 2020 Approved	CHANGE FROM		
		(FTE) FULL-TIME EQUIVALENT	FTE	FY 2020		
<b>Administrative</b>	Operations Support Administrator	1.00	1.00	0.00		
<b>Ivy Operations and Environmental</b>	Manager	1.00	1.00	0.00		
	Heavy Equipment Operator/Attendant	1.00	1.00	0.00		
<b>Allocated Positions between Ivy Operations, Ivy MSW and Recycling</b>	<u>Ivy - MUC</u>					
	Assistant Manager	1.00	1.00	0.00		
	Operator/Attendant - Ivy	3.00	4.00	(1.00)		
	<u>Ivy - Convenience Center</u>					
	Operator/Attendant	1.00	0.00	1.00		
	Operator/Attendant (Part-time)	0.50	0.00	0.50		
	<u>Recycling - McIntire / Paper Sort</u>					
	Operator/Attendant - McIntire (Part-time)	0.50	0.50	0.00		
	Operator/Attendant - Paper Sort	1.00	1.00	0.00		
	Operator/Attendant - McIntire	1.00	1.00	0.00		
	Scale Clerks	2.50	2.50	0.00		
	Driver/Equipment Operator (allocated to all Cost Centers)	6.00	5.00	1.00		
	<i>Subtotal</i>		19.50	18.00	1.50	8%

<b>Joint Administrative Staff</b>	Executive Director	1.00	1.00	0.00	
	Communications Manager/Executive Coordinator	1.00	1.00	0.00	
	Director of Finance/Administration	1.00	1.00	0.00	
	Office/ HR Manager	1.00	1.00	0.00	
	Payroll & Benefits Coordinator	1.00	1.00	0.00	
	Accounts Receivable Technician	1.00	1.00	0.00	
	Accounts Payable Technician	1.00	1.00	0.00	
	Secretary - Reception	1.00	1.00	0.00	
	Administrative Office Technician	1.00	1.00	0.00	
	Senior Accountant	1.00	1.00	0.00	
	Accounting Associate	0.00	0.00	0.00	
	Information Systems Manager	1.00	1.00	0.00	
	Information Systems Assistant	1.00	1.00	0.00	
	Scada Supervisor	1.00	1.00	0.00	
	Scada Technician	1.00	1.00	0.00	
	IT/Scada Technician	0.00	0.00	0.00	
	Software Analyst	1.00	1.00	0.00	
	GIS Coordinator (moved from Engineering)	1.00	1.00	0.00	
	Environmental/Safety Manager	1.00	1.00	0.00	
	<i>Subtotal</i>		17.00	17.00	0.00

<b>FTE Split with RWSA</b>		<b>SWA FTEs</b>
FY 2021		4.20
FY 2020		4.20

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021**

**Cost Allocation for Administrative Services Provided by RWSA**

	<u>Base</u>	<u>Percentage</u>	<u>FY 2021 SWA Share</u>	<u>FY 2020 SWA Share</u>
<b>Salaries Total Admin.</b>				
SWA share	\$ 1,522,000	22%	\$ 334,840	\$ 305,450
<b>Benefits Total Admin.</b>				
SWA share	570,000	22%	125,400	108,928
<b>Other Personnel Costs</b>	42,700	22%	9,394	8,717
<b>Professional Services</b>	90,000	16%	14,400	3,000
<b>General Other Services</b>	18,000	20%	3,600	1,000
<b>Building and Grounds</b>	57,000	20%	11,400	11,420
<b>Communications</b>	21,500	15%	3,225	2,775
<b>Technology</b>	148,000	23%	34,040	19,163
<b>Office Supplies and Postage</b>	24,250	25%	6,063	5,375
<b>Vehicles</b>	18,000	5%	1,300	500
			<b>\$ 543,662</b>	<b>\$ 466,328</b>

**Rounded to {Total shared costs to RWSA} \$ 543,000 \$ 466,000**

All other costs 254,358  
 Less Interest revenue (51,400)  
 Administrative cost to allocate **\$ 745,958**

**Administration costs allocated to cost centers**

Ivy Operations	\$ 186,490	25.00%
MOU Environmental	223,787	30.00%
Ivy Transfer/MSW	186,490	25.00%
Recycling	149,192	20.00%
	<u>\$ 745,958</u>	<u>100.00%</u>

**Rivanna Solid Waste Authority  
Material Analysis Report  
Waste Tonnages  
Fiscal Years 2016-2020**

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020 (Jul-Dec)	FY 2020 Projected
<b>Ivy Waste Tonnage Categories</b>						
Clean Fill Material	5,889	6,354	4,819	7,764	5,602	11,204
Grindable Vegetative Material	1,560	2,864	2,199	2,988	2,008	4,016
Compost			174	443	269	538
Pallets	55	72	77	73	21	21
Tires, Whole	169	87	58	171	54	108
White Goods (Non-Freon)	13	10	11	13	5	10
Total Non-MSW	7,686	9,387	7,338	11,452	7,959	15,897
<b>MSW Tonnages</b>						
Ivy:						
Ivy MSW TS	7,761	8,341	8,423	16,404	15,419	30,838
Total Ivy MSW	7,761	8,341	8,423	16,404	15,419	30,838
Total	15,447	17,728	15,761	27,856	23,378	46,735

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**Rivanna Solid Waste Authority  
Historical Material Tonnage Report - Recycling  
Fiscal Years 2016-2020**

<b>Fiscal Year 2016</b>	<b>Fiscal Year 2017</b>	<b>Fiscal Year 2018</b>	<b>Fiscal Year 2019</b>	<b>Fiscal Year 2020 (Jul-Nov)</b>
---------------------------------	---------------------------------	---------------------------------	---------------------------------	---

***In U.S. Tons***

**Fiber Products**

Newspaper, Magazines, Catalogs	512	419	424	427	105
Cardboard (Corrugated)	459	812	763	807	248
Mixed Paper and Phone Books	214	156	186	265	290
File Stock (Office Paper)	125	122	111	128	57
<b>Total Fiber Products</b>	<b>1,310</b>	<b>1,509</b>	<b>1,484</b>	<b>1,627</b>	<b>700</b>

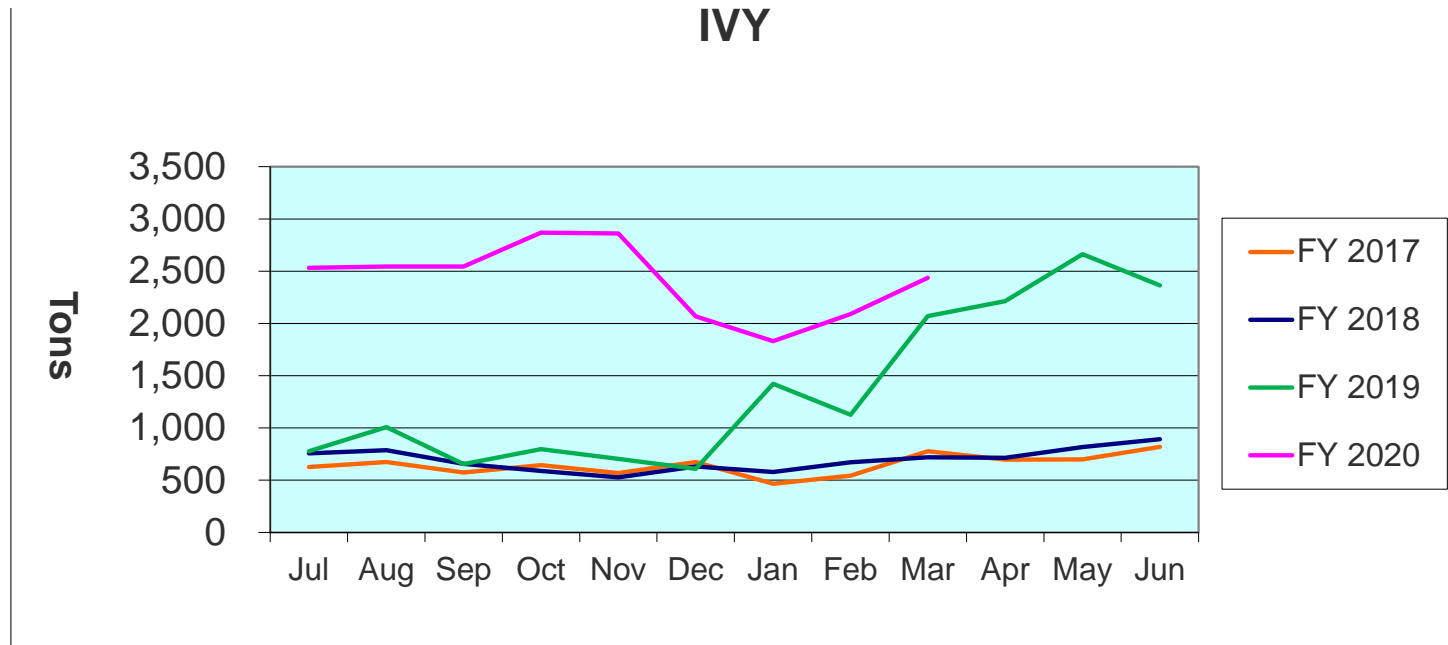
**Other Products**

Glass	191	252	252	411	195
Metal Cans	32	31	41	58	19
Plastic	82	86	103	127	43
<b>Total Other Products</b>	<b>305</b>	<b>369</b>	<b>396</b>	<b>596</b>	<b>257</b>
<b>Total</b>	<b>1,615</b>	<b>1,878</b>	<b>1,880</b>	<b>2,223</b>	<b>957</b>



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Rivanna Solid Waste Authority  
MSW Transfer Tonnages  
FY 2016 - 2019



**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021**

Cash Reserve Balances

**Operating Cash Accounts**

December 2019 Ending Balance \$ 2,410,640

**Capital Cash Reserves**

December 2019 Ending Balance \$ 1,155,188

Estimated additions 67,500

Estimated expenditures (185,700)

Estimated Ending Balance \$ 1,036,988

**Total Discretionary Funds** \$ 3,447,628

**Trust Fund with DEQ** \$ 126,600

Liabilities

Closure and Post Closure \* \$ 5,771,421

Estimated Accounts Payable 151,000

Estimated Accrued Leave 30,300

Estimated Accrued VERIP 76,000

Net OPEB Liability 36,000

Net Pension Liability 154,800

**Total Liabilities** \$ 6,219,521

\* The City and County are currently using a local guarantee option as financial assurance to DEQ with the exception of the \$123,741 trust fund for the Transfer Station Closure.

**Rivanna Solid Waste Authority  
Fiscal Year 2020-2021**

Local & MOU Support

	Annual <u>FY 2021</u>	Annual <u>FY 2020</u>	<u>Change</u>
<u>County</u>			
Local Support - Ivy	\$ 828,038	\$ 753,522	\$ 74,516
Local Support - Ivy C. C.	280,682	-	280,682
Local Support - Recycling	396,235	327,293	68,942
MOU - Environmental	<u>502,465</u>	<u>638,937</u>	<u>(136,472)</u>
	<b>\$ 2,007,421</b>	<b>\$ 1,719,752</b>	<b>\$ 287,669</b>
 <u>City</u>			
Local Support - Recycling	\$ 169,815	\$ 140,269	\$ 29,546
MOU - Environmental	<u>276,551</u>	<u>351,663</u>	<u>(75,112)</u>
	<b>\$ 446,366</b>	<b>\$ 491,932</b>	<b>\$ (45,566)</b>

# Proposed Budget

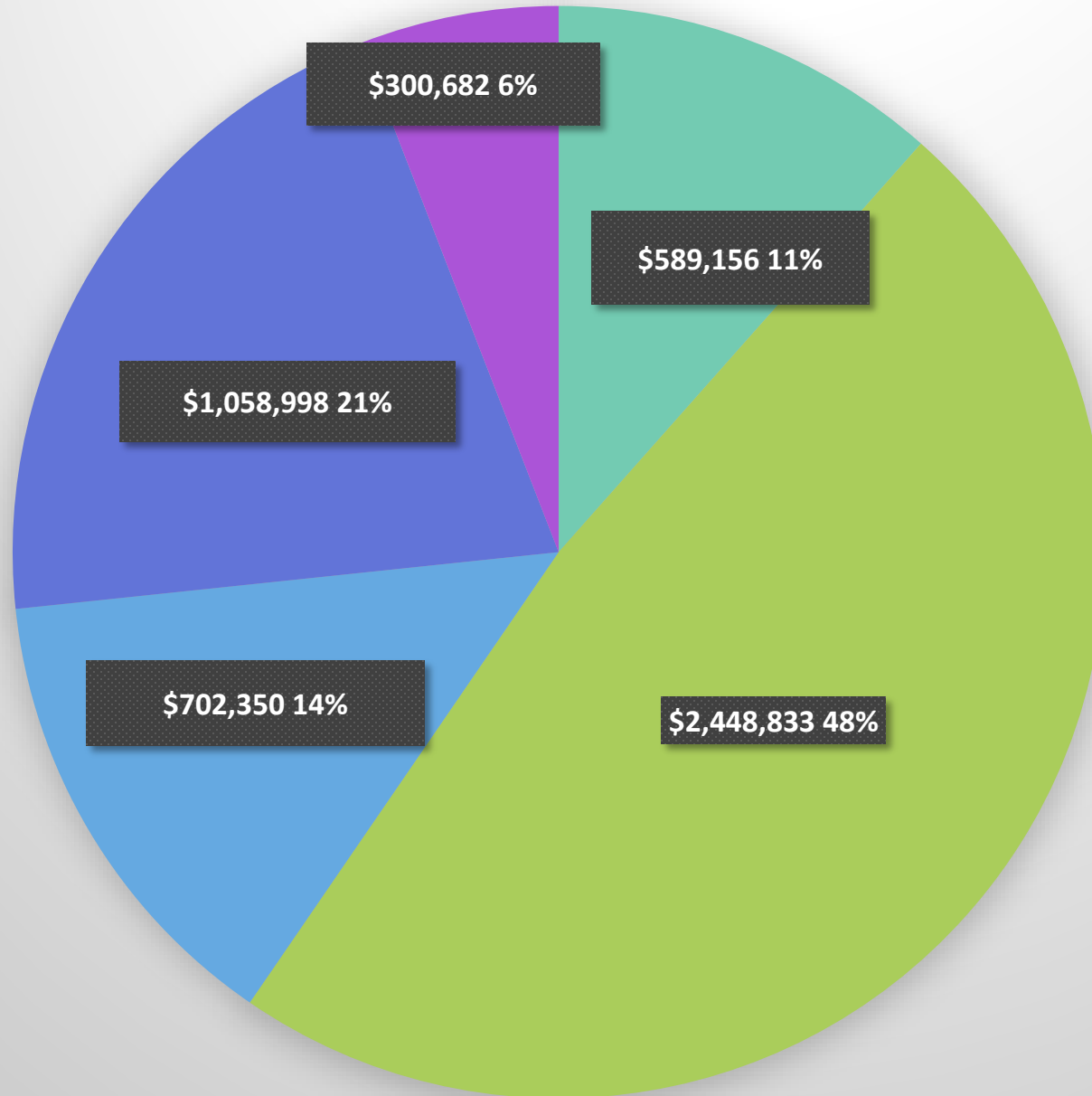
FY 2020 - 21  
\$5.15 M



Presented by Bill Mawyer, Executive Director

June 23, 2020

# FY 2021 Total Budget: \$5.15 M



- Ivy Operations
- Ivy Transfer
- Recycling
- Environmental
- Conv. Center

# FY 2020-21 Budget Summary

➤ Total Budget: \$5.15 M net increase of \$442,103

Expenses	\$5,151,468	\$909,863	21% increase
Revenues	\$2,417,700	\$467,760	24% increase
Allocations	<\$2,733,768>	<\$442,103>	

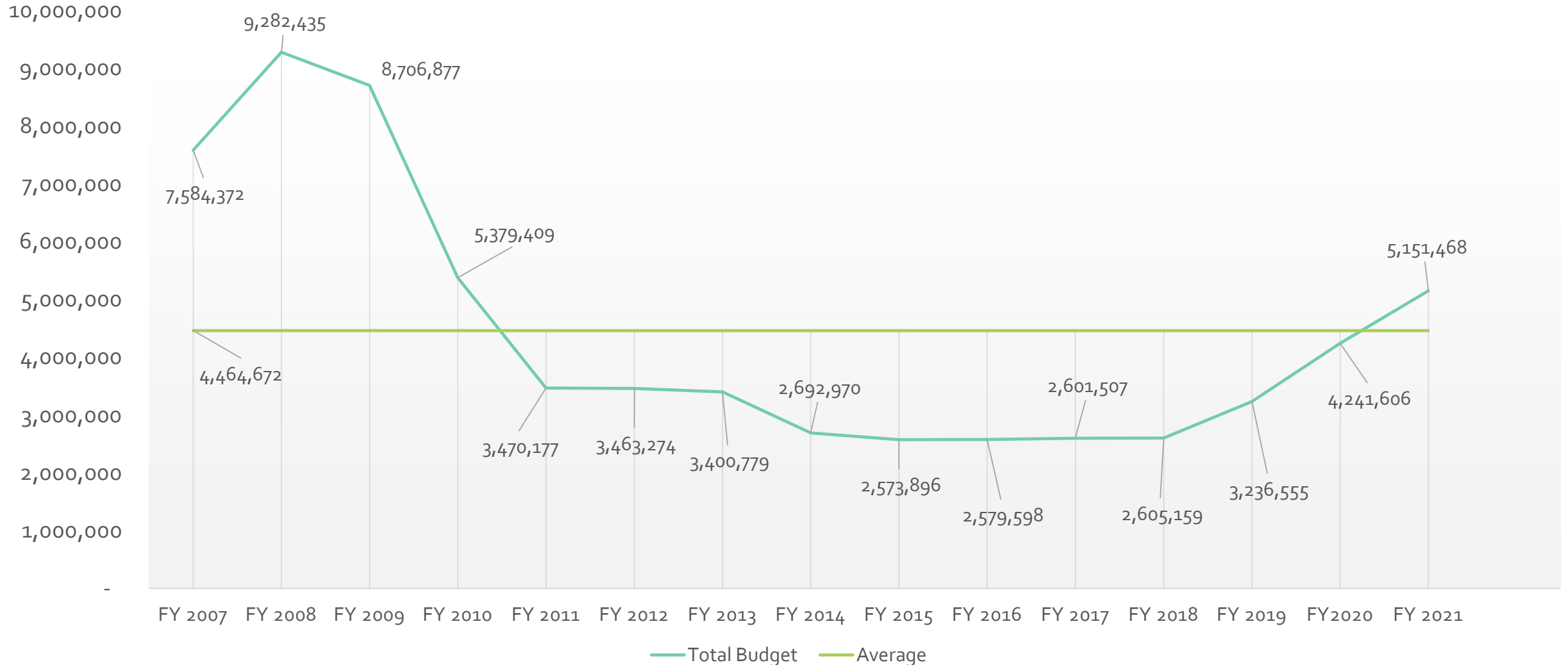
- County Allocation: \$2,007,421 \$287,669 14% increase
- City Allocation: \$446,366 <\$45,932> 10% decrease
- UVA Allocation: \$79,982 --- (thru FY 2035)
- RSWA Reserves: \$200,000 \$200,000

# Budget Increase Drivers

- New Convenience Center \$280 K
    - Additional 1.5 FTEs, equipment transportation
  - Increased Recycling Expenses \$100 K
    - Decreased product values
  - Increased Operating Expenses \$55 K
    - Wood grinding, equipment depreciation
- \$435 k



# 15 Year Budget History



# Total Allocation for FY 21

<b>Cost Center</b>	<b>City</b>	<b>County</b>	<b>UVA</b>
1. Environmental	276,551	502,465	79,982
2. Recycling	169,815	396,235	0
3. Transfer	0	584,883	0
4. Operations	0	243,156	0
5. Convenience Center	0	280,682	0
	<b>\$446,366</b>	<b>\$2,007,421</b>	<b>\$79,982</b>

# FY 2021 Budget Summary

## \$5.15 million

- Increase in RSWA Health Insurance Costs
- Additional Positions: 1.5 FTEs
  - Operator Attendants (IMUC Convenience Center)
- No Change in IMUC Fees
  - Added Compost Fee of \$75/ton
- County, City and UVA Allocations + Reserves
  - County                    \$2,007,421            increase of \$287,669
  - City                        \$446,366              decrease of \$45,932
  - UVA                         \$79,982
  - Reserves                  \$200,000

# Questions?

## Action Requested:

Conduct a Public Hearing on the Preliminary Rate Schedule, followed by approval of the Preliminary Rate Schedule Resolution and the FY 2020 – 21 Budget.

## RESOLUTION

### ADOPTION OF THE RIVANNA SOLID WASTE AUTHORITY PRELIMINARY RATE SCHEDULE FOR FISCAL YEAR 2021

**WHEREAS**, Rivanna Solid Waste Authority (the "Authority") Board of Directors has reviewed the proposed budget and associated rates for Fiscal Year 2021; and

**WHEREAS**, the Rivanna Water and Sewer Authority conducted a public hearing on June 23, 2020 after advertising the actual date fixed for the public hearing; and

**NOW, THEREFORE, BE IT RESOLVED** that the Rivanna Solid Waste Authority Board of Directors hereby approves the accompanying Ivy Material Utilization Center preliminary rate schedule, to be effective on July 1, 2020.

<u>TIPPING FEES PER TON:</u>		<u>TIPPING FEES PER ITEM:</u>	
Clean Fill Material	\$ 10.00	Freon Appliances	\$ 17.00
Vegetation/ Yard Waste	\$ 48.00	Non-Freon Appliances	\$ 9.00
Non-Freon Appliances	\$ 105.00	Passenger Veh. Tire Off Rim	\$ 6.00
Domestic Waste (MSW)	\$ 52.00	Passenger Veh. Tire With Rim	\$ 13.00
Construction Debris (CDD)	\$ 52.00	Large Truck Tire Off Rim	\$ 17.00
Compostable Waste (Business Only)	\$ 178.00	Large Truck Tire With Rim	\$ 33.00
Tires	\$ 190.00		
<u>OTHER CHARGES:</u>			
Minimum Charge (per load)	\$ 6.00	Service Fee Per Ticket:	
Mulch or Lumber Log (per ton)	\$ 30.00	Albemarle County customers	\$ 1.00
Compost Sold (per ton)	\$ 75.00	Other customers	\$ 10.00
Trash Stickers (for set of 12)	\$ 24.00		
Ticket Request (per copy)	\$ 1.00		
Credit Application Fee (each)	\$ 35.00		