RAPIDAN SERVICE AUTHORITY
BOARD OF MEMBERS AGENDA
15-Sep-22

		PAGE
1	CALL TO ORDER BY CHAIRMAN, LEE FRAME	
2	ROLL CALL - ESTABLISHMENT OF QUORUM	
3	PLEDGE OF ALLEGIANCE	
4	ADOPTION OF AGENDA	
5	APPROVAL OF MINUTES - JULY 15, 2022	1-2
6	OLD BUSINESS	
	A. 111 INDIAN HILLS ROAD, LOCUST GROVE - MR. BURTON	3-13
	B. GREENE COUNTY WITHDRAWAL DISCUSSION - GREENE REPS	
7	NEW BUSINESS	
	A. PUBLIC COMMENT	
	B. CUSTOMER REQUESTS	14
	C. COMMENTS FROM THE BOARD	
	D. GREENE COUNTY - ACCEPTANCE OF WATER & SEWER FACILITIES	15
	E. CHARLOTTESVILLE LAND DEVELOPMENT SETTLEMENT AGREEMENT WITH GREENE COUNTY	16-19
	F. GENERAL MANAGER REPORT	20
	G. ATTORNEY REPORT	
	H. CLOSED SESSION	
8	ADJOURNMENT	

NOTE: MEETING TO BE HELD AT THE ORANGE COUNTY PUBLIC SAFTY BUILDING, AT 2:00 PM.
11282 GOVERNMENT CENTER DRIVE, ORANGE, VA 22960

A regular meeting of the Board of Members of Rapidan Service Authority was held on July 21, 2022 at the Madison County Administration Building.

The meeting was called to order at 2:00 PM. A quorum was established followed by the Pledge of Allegiance.

Present:	Members:	Bowman, Coppage, Crozier, Frame, Martin (Clay Jackson represented Madison County in place of Mr. Yowell who was unable to attend.)
	Staff:	GM Clemons, DO Jarrell, DA Gaskins
	Visitors:	Mark Taylor, Jonathan Weakley, Media

The agenda for the meeting was adopted on a motion by Bowman, seconded by Jackson and approved unanimously on a voice vote.

The minutes of the June 16, 2022 Board meeting were approved on a motion made by Bowman, seconded by Coppage and passed unanimously on a voice vote.

Bowman made a motion, seconded by Martin, to approve the minutes of the June 30, 2022 special Board meeting. The motion passed on a 5-0 vote with Coppage abstaining.

Greene County Administrator Taylor then gave an update regarding Greene County's withdrawal from RSA. He began by thanking GM Clemons and his team for their cooperation and assistance in the matter and mentioned that a letter requesting additional information would be forthcoming. He also indicated that at least one customer in Greene was not receiving paper bills on a regular basis and noted a complaint about a leak on Main Street in Stanardsville. He requested a copy of the signed withdrawal agreement and stated that is all they need for now. He indicated that the County is still awaiting a response from ESS and is working on fulfilling the requirements put forth by VRA for the withdrawal. A required public hearing had been scheduled for the following week to confirm the withdrawal/transition agreement as well as another public hearing at the August 9th Greene County Board of Supervisors meeting for consideration of a local ordinance for sewer and water. Mr. Taylor stated that Greene has a team conducting title searches in preparation for transferring assets n Greene County. When Mr. Taylor concluded, Mr. Jackson commented that Madison County has a public hearing scheduled for August 23 to amend the Articles of Incorporation so that they would include only Madison and Orange Counties.

There was no public comment, no customer requests to be handled and no comments from the Board.

GM Clemons then gave his report. Water/sewer sales are 5% under budget, probably due to the abundant rainfall over the spring/summer. There is hope that sales will pick up in the next couple of months. Expenses are also up from budgeted figures due to increased prices by vendors and the addition of delivery costs that were not previously charged. RSA's financial position is still fine, but there will be a need to watch costs for the remainder of the year. Mr. Coppage asked if there was an update on the Madison project, and GM Clemons indicated that the contractor is waiting on pipe delivery for the project. Crozier commented that he had recently been by the Wilderness

Water Treatment Plant and had seen the PALL unit. He noted that it is an impressive looking unit and should serve RSA well in the future.

The Chairman then stated that he wanted to make one comment and shared that he had received a letter from one of his constituents expressing appreciation for the work that Joe Gonzalez and his team had done in making a series of repairs in Locust Grove. He said that he would pass the letter on to GM Clemons for his files.

There was no further business to be brought before the Board, and the Chairman declared the meeting adjourned at 2:08 PM.

_____

Chairman

Gallon Test Data Worksheet

Date:	5/31/2022
Meter Size:	5/8" x 3/4" NexT-10
Register Type:	ProCoder
RMA Number:	433664
Serial Number:	10955547
Customer:	Rapidan Service Authority
Distributor:	Core & Main - Martinsburg
Mfg. Date	01/21

Flowrate GPM	Volume in Gallons	Start Reading on Register	Finish Reading on Register	Throughput on Register	Weight Run into Tank in lbs.	Tank Volume in Gallons	Accuracy (throughput on register/volume in tank
20	100	106,342.60	106,442.47	99.87	838.94	100.616	99.3%
1.5	10	106,442.97	106,454.78	11.81	99.048	11.879	99.4%
0.25	10	106,454.78	106,464.33	9.56	83.85	10.056	95.0%

May 1, 2022

To: Rapidan Service Authority Board of Directors
From: Jack & Linda Burton, 111 Indian Hills Road, Locust Grove, VA
RSA Account Number: 6873-03

To Whom It May Concern:

We are appealing to the Rapidan Service Authority Board to offer relief on our current water usage bill of, $1,036,71, for the RSA billing date of April 27-May 20, 2022. The owners contend RSA has an anomaly in the metering system/overall system at the property located at 111 Indian Hills Road, Locust Grove, VA (Lake of the Woods). After the RSA Board review of our situation and analysis we believe the RSA Board will conclude the issue of excess water read is an issue within the RSA system and requires investigation and resolution.

Situation

- Excessive water meter reads, starting 3/3/2022 and continuing daily through 3/21/2022, resulting in an April-May bill of $1,036.71 (See Exhibit A)
- An RSA report indicates water flow averaged approximately **3,000** gallons per 24-hour period from, 3/3/2022 until 3/22/2022, for a total of approximately 61,000 gallons of water for the period --- totaling 125 gallons per hour
- Water meter flow reading on 3/3/2022 increased from 75.3 gallons to 1,025.2 gallons for that day
- Water flow substantially increased on 3/4/2022 to 2,976.6 gallons and averaged over 3,000 gallons/day for a continuous flow for 21 days until 3/21/2022 and then dropped to 1,966.8 gallons per day and then mysteriously dropped back to 88.3 gallons on 3/23/2022
- The average monthly bill from 4/2021 to 4/2022 never exceeded $100 per month
- Due to excessive alleged water flow we were only provided (1) courtesy visit, early March, while we were out for an hour or two and RSA never provided a written notice, telephone call or otherwise notification of a 3,000 gallon of water flow per day continuing non-stop for a 21-day period. During the RSA visit the meter was NOT registering any water flow an obvious indication of no water usage on the property

Analysis

- During the 3,000 gallons per 24-hour period of the alleged usage, the residents of 111 Indian Hills Road (Lake of Woods) were at home for the duration of the period in question

- As you know the water system is pressurized and it would be *impossible* to have an intermittent leak from the meter at street level to the main valve shutoff at the basement internal to the residence

- As indicated above, during the only on-site courtesy visit by your RSA representative no water usage was registering at the meter, while that day allegedly over 3,000 gallons of water registered at the meter. For the RSA representative to experience no water metering usage, at that time, would be highly unusual due to the amount of alleged water flow of 3,000 gallons per day or ***125 gallons per hour***

- The average history of water usage at this residence of (2 people) is far less then 3,000 gallons **per month** - - - **NOT** 3,000 gallons per day

- Water consumption facts, REMEMBER the residents were home during the disputed period and experienced absolutely NO extreme water issues internally or externally to the residence. All external faucets were winterized and turned off early November;

  (1) There are only (2) residents, husband and wife and average usage has been less the **3,000 gallons per month**

  (2) A silent or trickling toilet will consume at the most 30 gallon per day. This has been suggested by RSA, so if this is the case 30 gallons per day times (2) toilets = 60 gallons per day ---far less than the 3,000 gallons allegedly indicated

  (3) A medium toilet leak, on the other hand is *more noticeable* and can go through roughly 250 gallons per day, time (2) toilets = 500 gallons per day a far cry from 3,000 gallons per day

  (4) I am a very experience DYI person and very conscious of the mechanics of my household. In fact, I was a plumber's helper during my college summers and *very* aware of leaks and water usage and intrusion

  (5) As you can surmise it would be near IMPOSSIBLE for the toilet to be an issue alleged by RSA personnel. I will make this observation--- how did all of the mysteriously start 3/3/2022, running 24 hour a day for 21 straight days and end mysteriously on 3/22/2022

(6) It was implied, by an RSA employee, the residents had a water heater issues and the employee claimed they observed an old water heater in the resident's driveway. I can assure you NO water heater was REPLACED ON THE premises. The water heater is only 2-3 years old.

(7) Just to put this in perspective, a 15 foot by 30-foot swimming pool, with a standard depth of 5.5 feet, would yield an average of 13,500 gallons --- again a far cry from 61,000 gallons for the period in question

(8) Outside faucets shut off early November and not turned on until mid-April - - - so **not** an issue. I inspect them periodically during the winter as a precaution. It was alleged by RSA personnel that perhaps neighboring kids turned on the exterior faucets. As indicated the exterior faucets were winterized, and if that was possible to turn them on we would have certainly noticed a continuous 24/ hour 21-day flow of 61,000 gallons

(9) Next, on to an internal leak within the residence. RSA is alleging an approximate daily usage of 3,000 gallons (125 gallons per day) so this would be a significant leak and would be very noticeable and IMPOSSIBLE for the (2) resident to miss giving the extreme amount of flow

(10) Another fact to consider, if we left a faucet half running we would consume 90 gallons per hour for a grand total of approximately 2,200 gallons --- again hard not to be aware in our small 2300 sq. ft home

Water Meter Performance – Neptune R900 v4

Although the Neptune R900 v4 water meter is well known for performance, it can still have some problems. In fact, it is impossible for *any* water meter readers not to have problems. As I understand it, there are several issues with this Neptune water meter;

1. The fact is that water meters can deteriorate in accuracy and performance over time due to age and usage
2. The next problem is the air valve problem. As RSA is familiar, the air valve keeps air from drifting through the piping system and going through the water meter. My understanding, if there is a problem with the air regulator, it leads to water meter problems and incorrect water meter readings

Let's review the facts of the situation - - - 3,000 gallons per 24-hour period = 125 gallons per hour for an approximate period of 21 days, and then on the 22nd day this tremendous flow of water mysteriously stops by itself - - -and the residents that occupied the home for this 21-

day period were totally unaware of a 125 gallon per hour flow of water? Logically this would make absolutely NO sense to any sensible individual

I want the RSA Board to digest the facts of this extreme condition

Resolution Sought

I am very concerned with RSA's total lack of concern with this serious issue and exhibiting an unbending and unwilling attitude to providing a positive customer experience or even offer up a viable solution. RSA's attitude is --- metering is flawless---***pay up or else***. The RSA representative that stopped by mention there are 2 homes on Indian Hills Road that have problems. I would like find out more about her comments and the nature of the problems.

This begs the question - - - if RSA noticed a 3,000 gallon per day issue, in early march, why would they not check it again the next day or the next day and pull out all the stops to alert the customer of this serious issue? Would leaving an emergency alert notice on the property be too much trouble? I think 3,000 gallons per a 24-hour period (125 gallons per hour) is a very serious issue and would think this would put RSA on high alert. In fact, at that rate of water flow I would expect the home owners to be drowned or the house floating to the lakefront. I believe RSA should be totally responsible for the issue and should have made numerous attempts to alert the home owner.

1. Before elevating this issue, we are appealing to RSA to immediately credit our account balance of $1,036.71

2. RSA to closely monitor the meter for the foreseeable future

3. Have RSA do a thorough investigation to determine the nature of the problem

4. RSA should immediately initiate an emergency notice procedure to prevent such a situation getting out of hand

We look forward to a positive resolution to the issue.

Jack & Linda Burton

111 Indian Hills Road
Locust Grove, VA 22508
703-683-7676

Cc: Lee Frame, Orange County District Supervisor
Better Business Bureau

Attachments

Rapidan Service Authority
P.O. Box 736
Locust Grove, VA 22508
(540) 972-2133

April

LINDA & JOHN BURTON
801 S PICKETT ST
ALEXANDRIA, VA 22314

BILLING ID: 0381 00023846
ACCOUNT NUMBER: 6873-03
BILL DATE: 04/27/2022
DUE DATE: 05/20/2022

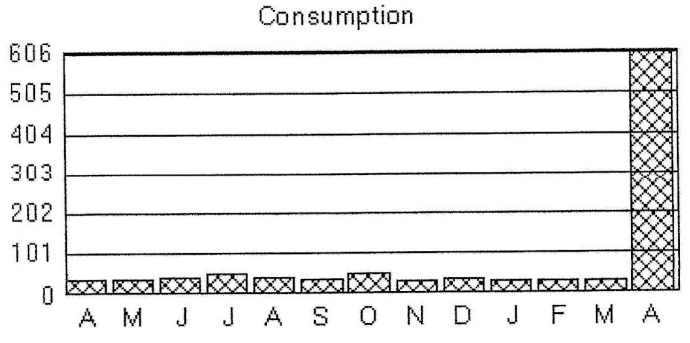
SERVICE ADDRESS: 111 Indian Hills RD

METER READINGS:		TYPE	DATES	DAYS
PRIMARY	10955547			
CURRENT	1020	Actual	04/05/2022	33
PREVIOUS	410		03/03/2022	
SECONDARY				
CURRENT				
PREVIOUS				

WATER CONSUMPTION = 61000

CURRENT CHARGES DUE DATE 05/20/2022

BALANCE FROM PREVIOUS BILL	($13.41)	
AMOUNT OF LAST PAYMENT	$0.00	
NEW CHARGES		
Water Charges	$273.84	After 05-20-22 please pay $1139.04 which includes a $102.33 late fee.
Sewer Charges	$776.28	
Late Charges	$0.00	
Misc/Other Charges	$0.00	
BALANCE FORWARD	($13.41)	
TOTAL CURRENT CHARGES	$1,050.12	
ACCOUNT BALANCE	$1,036.71	



Please see other side to review payment types and important RSA information

Please do not pay this bill. Payment will be automatically deducted from your Bank Account.

Please remove and return the bottom portion with your payment

ACCOUNT NUMBER: 6873-03

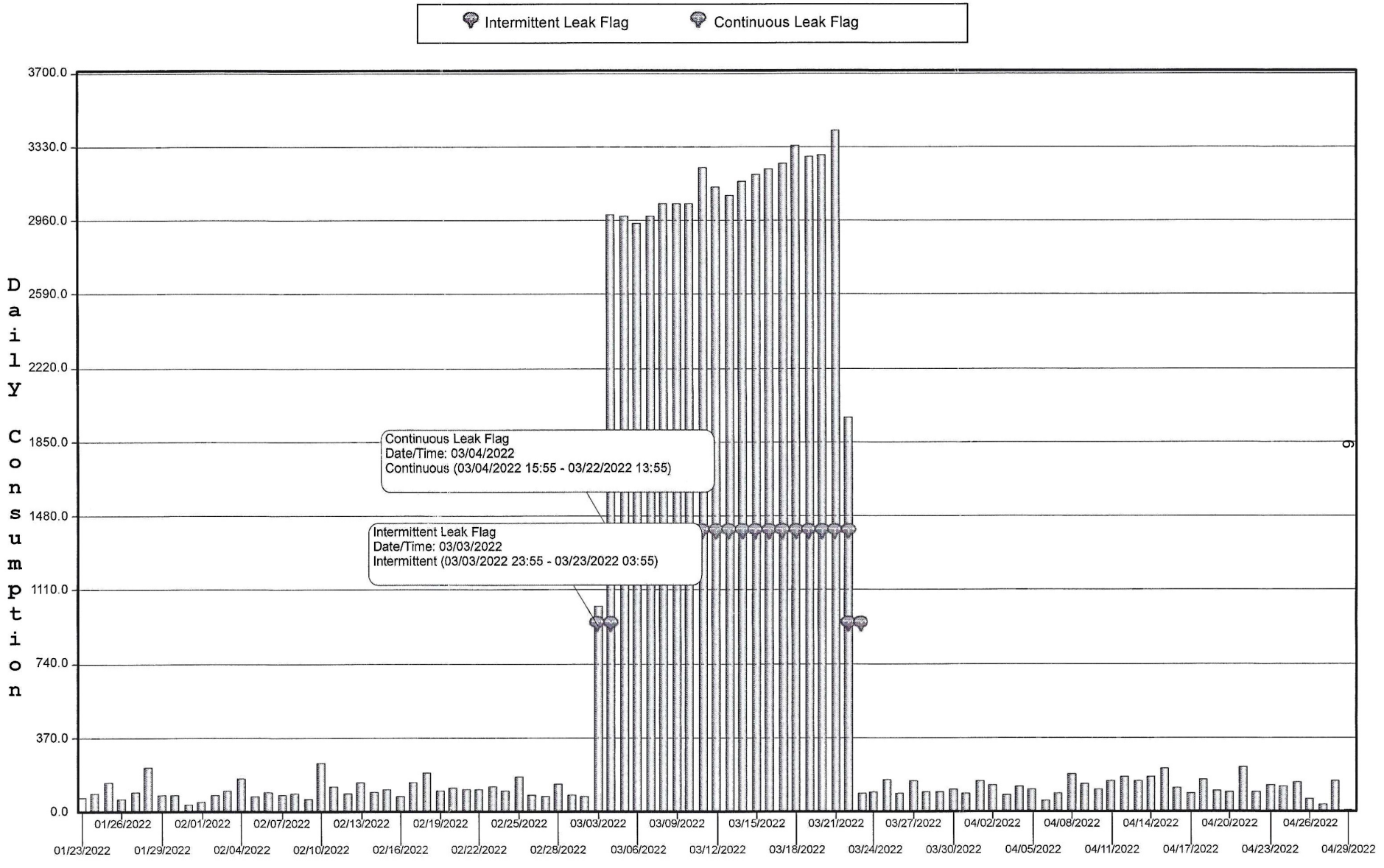
DUE DATE: 05/20/2022

0000687303

AMOUNT DUE $1,036.71

LINDA & JOHN BURTON
801 S PICKETT ST
ALEXANDRIA, VA 22314

Rapidan Service Authority Water & Sewer
E-Coder R900i Data Logging Report
MIU#: 1568527310 Acct: Unknown Mtr #: 1568527310 Addr: 111 Indian Hills RD for 01/23/2022 through 04/29/2022, WATER, 5/8" - 1" T-10, GALLONS



*All time intervals are represented in standard time.

Rapidan Service Authority Water & Sewer
Data Logging Report Daily
MIU ID: 1568527310 Meter Combination: WATER, 5/8" - 1" T-10, GALLONS
111 Indian Hills RD
Interval Date Range: 01/23/2022 - 04/29/2022

Interval Read Date	Interval Reading	Interval Consumption	Intermittent Leak	Continuous Leak
01/23/2022	36908.7	67.2	☐	☐
01/24/2022	37001.1	92.4	☐	☐
01/25/2022	37147.0	145.9	☐	☐
01/26/2022	37209.2	62.2	☐	☐
01/27/2022	37304.6	95.4	☐	☐
01/28/2022	37523.1	218.5	☐	☐
01/29/2022	37607.1	84.0	☐	☐
01/30/2022	37692.7	85.6	☐	☐
01/31/2022	37729.9	37.2	☐	☐
02/01/2022	37777.7	47.8	☐	☐
02/02/2022	37858.5	80.8	☐	☐
02/03/2022	37962.8	104.3	☐	☐
02/04/2022	38132.4	169.6	☐	☐
02/05/2022	38205.7	73.3	☐	☐
02/06/2022	38303.6	97.9	☐	☐
02/07/2022	38389.6	86.0	☐	☐
02/08/2022	38479.4	89.8	☐	☐
02/09/2022	38540.0	60.6	☐	☐
02/10/2022	38785.9	245.9	☐	☐
02/11/2022	38910.0	124.1	☐	☐
02/12/2022	38997.3	87.3	☐	☐
02/13/2022	39141.9	144.6	☐	☐
02/14/2022	39236.8	94.9	☐	☐
02/15/2022	39346.4	109.6	☐	☐
02/16/2022	39426.0	79.6	☐	☐
02/17/2022	39571.4	145.4	☐	☐
02/18/2022	39767.7	196.3	☐	☐
02/19/2022	39870.5	102.8	☐	☐
02/20/2022	39990.5	120.0	☐	☐
02/21/2022	40098.6	108.1	☐	☐
02/22/2022	40210.7	112.1	☐	☐
02/23/2022	40335.1	124.4	☐	☐
02/24/2022	40436.7	101.6	☐	☐
02/25/2022	40612.9	176.2	☐	☐
02/26/2022	40694.9	82.0	☐	☐
02/27/2022	40774.5	79.6	☐	☐
02/28/2022	40915.5	141.0	☐	☐
03/01/2022	40997.5	82.0	☐	☐
03/02/2022	41072.8	75.3	☐	☐
03/03/2022	42098.0	1025.2	☑	☐
03/04/2022	45074.6	2976.6	☑	☑

10

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Rapidan Service Authority Water & Sewer
Data Logging Report Daily
MIU ID: 1568527310 Meter Combination: WATER, 5/8" - 1" T-10, GALLONS
111 Indian Hills RD
Interval Date Range: 01/23/2022 - 04/29/2022

Interval Read Date	Interval Reading	Interval Consumption	Intermittent Leak	Continuous Leak
03/05/2022	48045.2	2970.6	☐	☑
03/06/2022	50982.5	2937.3	☐	☑
03/07/2022	53951.7	2969.2	☐	☑
03/08/2022	56984.2	3032.5	☐	☑
03/09/2022	60022.1	3037.9	☐	☑
03/10/2022	63054.1	3032.0	☐	☑
03/11/2022	66269.1	3215.0	☐	☑
03/12/2022	69388.5	3119.4	☐	☑
03/13/2022	72463.0	3074.5	☐	☑
03/14/2022	75606.5	3143.5	☐	☑
03/15/2022	78789.3	3182.8	☐	☑
03/16/2022	81999.6	3210.3	☐	☑
03/17/2022	85238.4	3238.8	☐	☑
03/18/2022	88564.6	3326.2	☐	☑
03/19/2022	91837.2	3272.6	☐	☑
03/20/2022	95116.1	3278.9	☐	☑
03/21/2022	98518.3	3402.2	☐	☑
03/22/2022	100485.1	1966.8	☑	☑
03/23/2022	100573.4	88.3	☑	☐
03/24/2022	100672.4	99.0	☐	☐
03/25/2022	100830.2	157.8	☐	☐
03/26/2022	100923.0	92.8	☐	☐
03/27/2022	101075.3	152.3	☐	☐
03/28/2022	101169.3	94.0	☐	☐
03/29/2022	101268.2	98.9	☐	☐
03/30/2022	101380.1	111.9	☐	☐
03/31/2022	101471.5	91.4	☐	☐
04/01/2022	101622.9	151.4	☐	☐
04/02/2022	101754.0	131.1	☐	☐
04/03/2022	101834.1	80.1	☐	☐
04/04/2022	101960.9	126.8	☐	☐
04/05/2022	102069.7	108.8	☐	☐
04/06/2022	102122.2	52.5	☐	☐
04/07/2022	102213.3	91.1	☐	☐
04/08/2022	102399.8	186.5	☐	☐
04/09/2022	102541.3	141.5	☐	☐
04/10/2022	102649.5	108.2	☐	☐
04/11/2022	102798.7	149.2	☐	☐
04/12/2022	102970.4	171.7	☐	☐
04/13/2022	103124.6	154.2	☐	☐
04/14/2022	103294.4	169.8	☐	☐

*All time intervals are represented in standard time.

Rapidan Service Authority Water & Sewer
Data Logging Report Daily
MIU ID: 1568527310 Meter Combination: WATER, 5/8" - 1" T-10, GALLONS
111 Indian Hills RD
Interval Date Range: 01/23/2022 - 04/29/2022

Interval Read Date	Interval Reading	Interval Consumption	Intermittent Leak	Continuous Leak
04/15/2022	103511.2	216.8	☐	☐
04/16/2022	103625.8	114.6	☐	☐
04/17/2022	103716.0	90.2	☐	☐
04/18/2022	103877.4	161.4	☐	☐
04/19/2022	103978.9	101.5	☐	☐
04/20/2022	104072.6	93.7	☐	☐
04/21/2022	104291.6	219.0	☐	☐
04/22/2022	104386.6	95.0	☐	☐
04/23/2022	104516.2	129.6	☐	☐
04/24/2022	104642.2	126.0	☐	☐
04/25/2022	104785.4	143.2	☐	☐
04/26/2022	104845.7	60.3	☐	☐
04/27/2022	104882.9	37.2	☐	☐
04/28/2022	105034.7	151.8	☐	☐
04/29/2022	105040.8	6.1	☐	☐

12

*All time intervals are represented in standard time.

111 INDIAN HILLS ROAD

From: Heran Patel
To: RSA Board
Subject: Facility Fee
Date: Friday, August 12, 2022 9:43:13 AM

Good Morning my name is Heran Patel I am the owner at the Holiday Inn Express and Suites in Ruckersville VA. My account number is 7952-01. Recently I noticed a new Facility fee monthly of $2,790. Hotels have been struggling to make ends meet ever since covid. This Fee is very high and makes my water bill over 8k a month which is unheard of. I would greatly appreciate some type of relief from this fee.

--
Thanks,

Heran Patel | President

Horizon Hotels

P: 434-907-9678
You are hereby advised that, pursuant to the Virginia Freedom of Information Act, written correspondence (including, but not limited to, letters, e-mails and faxes) from and to Rapidan Service Authority and its Board of Members and employees, and others acting on its behalf, may be subject to disclosure as a public record. This includes the e-mail address(es) and other contact and identifying information for parties involved in the correspondence.

RAPIDAN SERVICE AUTHORITY
11235 SPOTSWOOD TRAIL
PO BOX 148
RUCKERSVILLE, VA 22968
TEL 434-985-7811
FAX 434-985-6075

RAPIDAN SERVICE AUTHORITY
RSA
MADISON
GREENE
ORANGE

Serving the Counties of Greene, Madison and Orange

RAPIDAN SERVICE AUTHORITY
3489 GERMANNA HWY
PO BOX 736
LOCUST GROVE, VA 22508
TEL 540-972-2133
FAX 540-972-7065

MEMO TO FILE

DATE: 8/1/2022

TO: Tim Clemons, General Manager

FROM: Lynn Clements, Director of Projects

RE: The Knoll at Stone View Sewer Main and Water Main Extension

The developer, Denstock Stone View, LLC, has extended an 8" sewer main from Stoneridge Drive to the development on Moore Road and extended an 8" water main from Moore Road to the development in Ruckersville. The water main and the sewer main have been installed and inspected by RSA. All documentation has been received and approved.

This development will serve 212 apartment units, so the Board of Members must accept these assets.

Therefore, I recommend that RSA accept this sewer main and water main extension into the Greene County water and sewer system.

FILED
SEP - 8 2022
2:33 PM
GREENE COUNTY
CIRCUIT COURT

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Charlottesville Land Development Group, LLC and Charlottesville Land Investment Group, LLC, ("Charlottesville Land") and the Board of Supervisors of Greene, Virginia, (the "County") collectively referred to as the "Parties."

RECITALS

WHEREAS, Charlottesville Land purchased 535 Equivalent Dwelling Units ("EDU's") on February 8, 2006, in order to secure water capacity; and

WHEREAS, on August 28, 2018, the Board of Supervisors of Greene County passed a Resolution asking the Rapidan Service Authority ("RSA") to charge a facility fee, the implementation of which would cause Charlottesville Land to be charged a fee for each EDU it owns; and

WHEREAS, Charlottesville Land filed a civil action against Greene County alleging that this fee was an impermissible tax and applied in an unfair and unconstitutional manner; and

WHEREAS, that case was filed in the Greene County Circuit Court on October 29, 2019, case number CL19000623-00; and

WHEREAS, both Parties desire to settle the above referenced litigation and have accordingly entered into this Settlement Agreement; and

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged, the Parties to the Settlement Agreement agree as follows:

TERMS OF SETTLEMENT

1) The Parties agree that the above stated recitals are accurate and hereby incorporate the recitals herein as their mutual understanding of circumstances precedent to this Settlement Agreement.
2) Each of the Parties to this Settlement Agreement have entered into this Settlement Agreement freely and voluntarily, and after having consulted with counsel of their own

choosing, and after having the terms and conditions explained to them by such counsel. The Parties understand the terms and conditions of this Settlement Agreement and are fully satisfied with the settlement set forth herein.

3) There will not be a conversion of any water EDUs owned by Charlottesville Land to sewer EDUs. This Agreement does not preclude Charlottesville Land from requesting this type of exchange from the Greene County Board of Supervisors in the future. This Agreement will not prejudice Charlottesville Land in any future requests of this type.
4) Charlottesville Land agrees to donate four (4) water EDUs to the County for the purpose of promoting affordable housing within Greene County. These four (4) EDUs will only be used by a certified, established, non-profit organization that is building affordable single-family housing in Greene County (e.g., Habitat for Humanity).
5) Of the original 535 EDUs that were purchased in 2006, at the time of the Complaint, Charlottesville Land owned 409 unconnected EDUs. Greene County will not seek to collect amounts previously billed by RSA for the facility fee for these EDUs ($147,240 was the amount listed in the Complaint).
6) At the time of this Agreement, Charlottesville Land owns 337 water EDUs that were originally purchased on February 8, 2006. These 337 unconnected EDUs will not be assessed a future facility fee or other fee imposed by the County, including any debt service fee. This does not include any meter fees or other fees that are customary with establishing a user account or put into service. These EDUs and the future accounts associated with them will still be subject to all routine hook-up and/or meter fees.
7) Any additional water or sewer EDUs purchased by Charlottesville Land will not be subject to this Agreement.
8) This Agreement does not negate the validity of a facility fee assessed to other members of the community or the County's ability to charge said fee to the other members of the community.
9) This Settlement Agreement represents a compromise by the Parties.
10) Each Party represents and acknowledges that the person who executes this Settlement Agreement on behalf of the Party has full and complete authority of the Party to do so.
11) This Settlement Agreement is the product of negotiations between the Parties. Each Party and its attorney have carefully and fully reviewed this Settlement Agreement. Each Party

and its attorney have had an opportunity to revise this Settlement Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Settlement Agreement, and each Party waives any right to require that any ambiguity or question about the terms hereof be construed adversely against it.

12) This Settlement Agreement represents the entire agreement of the Parties and supersedes all prior negotiations, representations, or agreements between them, either written or oral. No Party to this Settlement Agreement is relying upon any oral or written representation other than as expressly set forth herein.

13) This Settlement Agreement may be modified, amended, or supplemented only by a written instrument which is executed by all of the Parties to this Settlement Agreement.

14) This Settlement Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia.

15) This Settlement Agreement may be executed in counterparts and all executed counter parts shall constitute one agreement which shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives may not appear on the same page.

16) The Parties agree that a signed copy of this Settlement Agreement transmitted by facsimile transmission or electronic mail shall be binding upon the sending Party to the same extent as if he/she/it delivered a signed original of this Settlement Agreement.

17) This Settlement Agreement becomes effective upon the last date signed below.

In witness whereof, the Parties have affixed their authorized signatures below:

GREENE COUNTY
BOARD OF SUPERVISORS

By: Maria C Quarles

Name: Maria C Quarles

Title: Chair

Date: 8-31-2022

CHARLOTTESVILLE LAND
DEVELOPMENT GROUP, LLC

By: _____

Name: Carter V Boehm

Title: Managing Member

Date: 08/29/2022

Approved as to form:

_____
County Attorney

RAPIDAN SERVICE AUTHORITY
July-2022

Operating Income	PTD Act	PTD Bud	Variance	YTD Act	YTD Bud	Variance
Water & Sewer Revenue - Greene Co.	244,762	234,818	9,944	1,541,676	1,643,725	(102,049)
Water & Sewer Revenue - Madison Co.	36,686	42,488	(5,801)	295,085	297,415	(2,329)
Water & Sewer Revenue - Orange Co.	580,103	537,091	43,012	3,660,537	3,759,638	(99,101)
Discounts Not Taken	12,071	7,386	4,686	72,308	51,699	20,610
Sale of Materials & Supplies	700	2,750	(2,050)	22,975	19,250	3,725
Engr & Maint Revenue	-	917	(917)	6,035	6,417	(382)
Inspection/Permit Fees	-	3,750	(3,750)	1,650	26,250	(24,600)
Service Fees	19,381	8,546	10,836	97,473	59,819	37,653
Septage Hauling Revenue	-	1,000	(1,000)	-	7,000	(7,000)
Service Installations Revenue	12,400	30,021	(17,621)	178,750	210,146	(31,396)
Rental/Lease	21,239	21,674	(435)	118,120	151,717	(33,597)
Total Operating Income	927,343	890,439	36,903	5,994,610	6,233,076	(238,466)

Operating Expenses	PTD Act	PTD Bud	Variance	YTD Act	YTD Bud	Variance
Purchased Water	40,073	33,449	(6,624)	229,737	234,141	4,404
Operating Labor	145,458	139,012	(6,446)	992,361	973,082	(19,279)
New Service Installations	11,497	19,347	7,850	76,146	135,431	59,285
Locations-Miss Utility	6,433	6,024	(409)	42,504	42,169	(336)
Engineering & Maintenance	173,714	235,346	61,632	1,340,568	1,647,421	306,853
Water Treatment Supp.	63,709	48,050	(15,659)	431,714	336,350	(95,364)
Utilities	77,497	79,833	2,336	540,759	558,833	18,074
Vehicle Expense	13,772	12,218	(1,554)	87,867	85,526	(2,341)
Testing	6,263	11,583	5,320	60,259	81,083	20,824
Biosolids Waste Mgmt	7,836	13,000	5,164	41,341	91,000	49,659
Total Operating Expenses	546,253	597,862	51,609	3,843,256	4,185,036	341,780
Gross Margin	381,089	292,577	88,512	2,151,354	2,048,040	103,314

General & Admin Expenses	PTD Act	PTD Bud	Variance	YTD Act	YTD Bud	Variance
Billing & Collection Exp	18,425	15,734	(2,692)	107,656	110,135	2,479
G & A Labor	63,123	67,484	4,361	454,547	472,388	17,841
Comp. Board of Members	704	667	(37)	4,946	4,667	(280)
Insurance Premiums	1,500	12,550	11,050	113,911	87,850	(26,061)
Bank & Credit Card Fees	2,345	2,167	(179)	17,220	15,167	(2,053)
Offices Expenses	10,131	13,333	3,202	73,863	93,333	19,470
Legal/Bond Fees	34,269	30,675	(3,594)	352,116	214,725	(137,391)
Water Regulatory Fees	5,625	4,667	(958)	18,314	32,667	14,353
Audit & Other Consulting	2,460	13,167	10,707	34,573	92,167	57,594
Total General & Admin Expenses	138,584	160,443	21,859	1,177,146	1,123,098	(54,048)
Net Operating Income	242,506	132,135	110,371	974,208	924,942	49,266

Non-Operating Income	PTD Act	PTD Bud	Variance	YTD Act	YTD Bud	Variance
Avail. - Water & Sewer - Greene Co.	-	-	-	170,000	-	170,000
Avail. - Water & Sewer - Madison Co.	-	-	-	-	-	-
Avail. - Water & Sewer - Orange Co.	40,000	-	40,000	795,000	-	795,000
Gain Disposals Property	-	-	-	-	-	-
Non Operating Revenue Cap Contr.	-	-	-	-	-	-
Interest Earned	21,443	250	21,193	(105,805)	1,750	(107,555)
Total Non-Operating Income	61,443	250	61,193	859,195	1,750	857,445
Net Income Before Debt Service	303,949	132,385	171,564	1,833,404	926,692	906,712

Debt Service	PTD Act	PTD Bud	Variance	YTD Act	YTD Bud	Variance
Debt Service	-	73,940	73,940	231,025	517,581	286,556
Net Income	**303,949**	**58,445**	**245,505**	**1,602,379**	**409,111**	**1,193,267**