



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

April 6, 2016, at 4:00 pm

TAB AGENDA ITEMS

1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE

2 – ADOPTION OF AGENDA

3 – COUNTY ADMINISTRATOR'S REPORT

4 – BOARD OF SUPERVISORS' UPDATES

5 – PUBLIC COMMENTS #1 (5 minutes each)

6 – PUBLIC HEARING

None.

7 – ACTION MATTERS

- U Memorandum Of Understanding For Technical Energy And Water Savings Audit —Cyndi Toler, Purchasing Officer
 - V Appointment to the Fluvanna Partnership for Aging-Rivanna Representative – Steve Nichols, County Administrator
 - W Appointment to the Central Virginia Regional Jail Authority – Steve Nichols, County Administrator
 - XYZ Appointment to the JABA Advisory Council – Steve Nichols, County Administrator
 - A Community Service Awards Program Policy – Steve Nichols, County Administrator
-

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

- B JABA Satisfaction Survey Update—Emily Daidone and Marta Keane, JABA
 - C Comparison of DEQ Permitting Options – Water Treatment Plant Wayne Stephens, Direct of Public Works and County Engineer
-

9 – CONSENT AGENDA

- D Minutes of March 9, 2016—Kelly Belanger Harris, Clerk to the Board
- E Minutes of March 23, 2016—Kelly Belanger Harris, Clerk to the Board
- F Proclamation Recognizing April as Child Abuse Prevention Month—David McGlothlin, DSS Family Services Supervisor
- G CRMF Request: Commonwealth's Attorney Building—Wayne Stephens, Director of Public Works and County Engineer
- H FY16 Commonwealth's Attorney Building Repairs—Eric Dahl, Finance Director
- I FY16 BOS Contingency Budget Transfer- Legal Fees—Eric Dahl, Finance Director
- J FY16 Surplus Property Sale - Fire Department—Cyndi Toler, Purchasing Officer
- K Approval of 2nd Addendum to EMS billing and Collection Services Contract—Cyndi Toler, Purchasing Officer

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10 – UNFINISHED BUSINESS

FY17 Budget Review

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Steven M. Nichols
2016.03.31 09:13:00 -04'00'

County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: 4/6/16

AGENDA TITLE:	MEMORANDUM OF UNDERSTANDING for TECHNICAL ENERGY AND WATER SAVINGS AUDIT				
MOTION(s):	I move to approve the MEMORANDUM OF UNDERSTANDING for the TECHNICAL ENERGY AND WATER SAVINGS AUDIT with Trane, Inc.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>In June 2015 The county and the School Board, with guidance and assistance of Charlie Barksdale of DMME, Issued solicitation for Energy Performance “Back of the Envelope” Proposals from Pre-qualified Energy Services Companies (ESCOs).</p> <p>Energy performance contracting provides a one-stop procurement process that allows localities to use future energy cost savings to pay for new energy-efficient equipment and services. There is a guarantee by the ESCO that our Energy savings will be more that the debt payment associated with this project, making this a Budget Neutral project.</p> <p>Thanks to the states Virginia Saves program, the county is eligible to get financing for these projects at an extremely low interest rate. Other localities have realized as little as 0.2%.</p> <p>On April 29th and March 1st a committee consisting of county and school members as well as Mr. Weaver, interviewed 3 ESCOs who submitted proposals. It was an overall consensus in the committee to move forward with Trane for both County and School Projects.</p> <p>The next step is to move forward with having Trane perform an Investment Grade Audit. Those results can be used to develop a comprehensive plan of action. The ESCO proposes this plan, including the anticipated costs. At the conclusion of this audit we will know what our potential savings and costs will be as well as what additional projects we can fund with those savings. While there is a cost associated with this audit, those costs will be rolled into whatever projects we chose to move forward with. As long as we move forward with Energy savings projects, there will be no out of pocket expense for the audit.</p>				

	<p>The savings guarantee is the most significant feature of an Energy Performance Contract. These guarantees are such that an our expected financing repayments will be recovered through energy cost savings; if savings do not meet these costs, the guarantee requires the ESCO to pay the us the balance.</p> <p>This is a State monitored program thru the Virginia Department of Mines Minerals and Energy.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	x	x		X - Schools

COMMONWEALTH of VIRGINIA

MEMORANDUM OF UNDERSTANDING for TECHNICAL ENERGY AND WATER SAVINGS AUDIT

OWNERS: *County of Fluvanna* *Fluvanna County School Board*
132 Main St *14455 James Madison Highway*
Palmyra, VA 22963 *Palmyra, VA 22963*

ENERGY PERFORMANCE CONTRACTOR: **Trane, Inc.**
10408 Lakeridge Parkway, Suite 100
Ashland, VA 23005

TITLE OF PROJECT: *Energy Performance Contract- Audit*

PROJECT CODE:

DATE OF MOU: April 6, 2016

ABBREVIATIONS:

- CPSM = Commonwealth of Virginia Construction & Professional Services Manual for Architect/Engineers, 2004 edition latest revision
- COUNTY = Fluvanna County, a political subdivision of the Commonwealth of Virginia
- SCHOOLS = Fluvanna County School Board
- OWNERS = Fluvanna County and Fluvanna County School Board
- ESCO = Energy Performance Contractor, Trane U.S. Inc., a Delaware corporation authorized to transact business in Virginia, and doing business as Trane
- VUSBC = Virginia Uniform Statewide Building Code
- ECM - Energy Conservation measure

The ESCO agrees to provide the following services under the terms set forth in the Commonwealth of Virginia contract C30020 for the above-identified project:

1. ESCO SERVICES:

The ESCO will perform a Technical Energy and Water Savings Audit and determine the feasibility of entering into an Energy Performance Contract to provide for installation and implementation of energy and water savings measures at the Owners' facilities.

The ESCO agrees to perform a Technical Energy and Water Savings Audit in accordance with the Technical Energy and Water Savings Audit Instructions.

The ESCO agrees that this Technical Energy and Water Savings Audit shall be completed and delivered to the Owners within 90 days of the signing of this Agreement by both parties. The ESCO will provide a Technical Energy and Water Savings Audit and reports relating thereto for both the County (the "County Audit") and the Schools (the "School Audit"), consistent with the ESCO's Back of the Envelope Response to the County, dated October 1, 2015, (the "Response to the County") and the ESCO's Back of the Envelope Response to the Schools dated October 1,

2015 (the "Response to the Schools"), respectively. The Commonwealth of Virginia's ESCO Technical Energy and Water Savings Audit Instructions (the "Instructions") are attached hereto and incorporated herein by reference and ESCO's services hereunder must be in all respects consistent with such Instructions.

Within 30 business days of receipt of the Technical Energy and Water Savings Audit, the Owners may request in writing additional information about any proposed measures. In such event the ESCO agrees to provide, at no additional cost to the Owners, detailed engineering and financial calculations and to identify all assumptions and inputs underlying the recommended energy conservation measures and services. The ESCO will submit the requested information within 15 business days of receipt of the request from the Owners. Upon receipt of the information from the ESCO, the Owners may, within 15 business days of receipt of the initial response from the ESCO, request additional information about the recommended program. The ESCO shall have 15 business days to respond to the second and any subsequent requests for information, and the Owners shall have 15 business days to respond. This process may continue until (a) the parties resolve the deficiencies and objections and the Owners accept the Technical Energy and Water Savings Audit; or (b) the Owners and the ESCO mutually select an acceptable engineering firm to decide whether the recommended ECMs are feasible and the proposed costs and savings are reasonable, or (c) a determination, in the reasonable opinion of ESCO or Owners, that there does not appear to be reasonable basis to design feasible ECMs.

The ESCO shall include in the Technical Energy and Water Savings Audit all associated costs should the project require review by a third party for design/construction review (CPSM) and/or peer review. It is understood between the ESCO and Owners that the fees for the third party review is an estimate and will be paid based on actual invoices received. The ESCO shall comply with the VUSBC and any applicable codes.

If energy and water savings measures are determined to be feasible, and if the amount of savings can be reasonably sufficient to cover all costs, or a substantial amount of the costs as defined by the Owner, the parties may negotiate an Energy Performance Contract in the sole discretion of the Owners. Under the Contract, the ESCO will design, procure, install, implement, and monitor such energy and water savings measures. However, this intent does not commit Owners to entering into such Energy Performance Contract.

2. THE ESCO FEE AND PAYMENT

The Owners shall have no payment obligations at the time of execution of this MOU, but acknowledges that the fee indicated below shall be waived and no amounts shall be owed of any kind under this MOU in the event the ESCO and the Owners execute an Energy Performance Contract.

Should the ESCO determine any time during the Technical Energy and Water Savings Audit that savings cannot be attained to meet the Owners' terms as set forth and the terms set forth in the Response to the County and the Response to the Schools, respectively, including but not limited to, at minimum, "Overall energy and operational savings of \$295,000, a 26% energy savings with a super 7.8 year payback thanks to a smart energy engineer and great collaboration with Fluvanna Staff" (collectively the "Response Savings Criteria"), the Technical Energy and Water Savings Audit will be terminated by written notice of the ESCO to the Owner. In this event this MOU shall be cancelled and the Owners shall have no obligation to pay, in whole or part, the amounts specified in this MOU. In this event, the Owners shall return to the ESCO all information and data generated by the ESCO under the audit.

Should the recommendations contained in the Technical Energy and Water Savings Audit meet or exceed the Owners' objectives, the Response Savings Criteria and all MOU and other requirements and the Owners, for any reason not the fault of the ESCO, do not proceed with the implementation phase, then the ESCO shall be paid the agreed upon amount for the Technical

Energy and Water Savings Audit,

The ESCO agrees that the recommendations included in the Technical Energy and Water Savings Audit shall have:

- (a) Total projected energy savings that are at least 85 percent of the estimated energy savings quoted in the Response to the County and the Response to the Schools, respectively; and
- (b) Total project costs that are no more than 110 percent of the estimated costs quoted in the Response to the County and the Response to the Schools, respectively..

In the event the Technical Energy and Water Savings Audit contains recommendations inconsistent with (a) or (b), the Owners can either (1) terminate this agreement without cost or penalty, or (2) renegotiate this Agreement with the ESCO, or (3) begin negotiations with another ESCO.

The negotiated fee for the Technical Energy and Water Savings Audit, including reimbursables, is Fifty-three thousand one hundred sixteen dollars and 65/100 (\$53,116.65) to be proportioned as follows:

County	SQFT	Cost
Courthouse	22,000	\$1,100.00
Library	17,780	\$889.00
DSS (inc perf arts)	22,081	\$1,104.05
Admin Bldg	13,086	\$654.30
Treasurer Bldg	7,299	\$364.95
Commonwealth Attny	1,500	\$75.00
Public Works	1,525	\$76.25
Community Center	10,999	\$549.95
Carysbrook Gym- included with DSS		\$0.00
3WWTPs @\$2500 each		\$7,500.00
2 Well pumping/water treat. @\$1600 each		\$3,200.00
Palmyra Fire	12,264	\$613.20
Fork Union Fire	9,920	\$496.00
Kent Store Fire	9,190	\$459.50
General Registrar	1,070	\$53.50
Sheriff Office	9,431	\$471.55
County Total	138,145	\$17,607.25
Schools	SQFT	Cost
Fluvanna High	305,580	\$15,279.00
Central/West Central	119,439	\$5,971.95
Fluvanna Middle	160,739	\$8,036.95
Carysbrook	83,870	\$4,193.50
Abrams	15,560	\$778.00
School Board Office	19,000	\$950.00
Bus Garage	6,000	\$300.00
School total	710,188	\$35,509.40
Grand Total	848,333	\$53,116.65

A. Audit Services = \$ 53,116.65

B. Additional Services (Special services outside of those required to complete the Technical Energy and Water Savings Audit)

Additional Services and the negotiated fees for each are as follows: *(List additional services to be provided by the ESCO and the negotiated fee for each)*

Total Additional Services Fees = \$ 0

Total Fees for Audit & Additional Services = \$ 53,116.65

C. Reimbursable Expenses Budget

The following items are budget estimates of the costs to be paid for as reimbursable

expenses: (All travel expenses shall be the per diems established by the public body)

1. *Printing, courier services travel, etc.*

Total Reimbursables Budget **=\$ 0**

TOTAL CONTRACT AMOUNT (incl reimb budget) **=\$ 53,116.65**

3. HOURLY RATES

If the ESCO is required or directed after award of the Contract to provide extra services or to make changes in the Work at hourly rates, the following marked-up hourly rates (including overhead and profit) for the categories indicated shall be used in determining fees for such services required of the ESCO during the technical audit and subsequent energy performance contract:

<i>Energy Consultant</i>	\$	150
<i>Energy Engineer</i>	\$	125
<i>Mechanical Engineer</i>	\$	125
<i>Electrical Engineer</i>	\$	125
<i>Architect</i>	\$	125
<i>Structural Engineer</i>	\$	125
<i>Cost Estimator</i>	\$	80
<i>Clerical</i>	\$	60

Any such extra services must be agreed to in writing by the Owners in advance. In the event any such extra services are completed without such written authorization by the Owners, no fees shall be owed for the same. The provisions relating to waiver of payment in Section 2 apply to this Section 3, without limitation, any such fees shall be waived if the Owners and ESCO enter into an Energy Performance Contract or if the ESCO fails to complete the audit or fails to complete the audit to the standards set forth in Section 2 supra.

4. PERSONNEL

The Owners' representative assigned to this project for County buildings is Will Shaw telephone number (434)591-1925 FAX number (434)591-1924. For the School Buildings is Andy Wills telephone number (434)962-0088. The Owners will advise the ESCO in writing of any change in the Project Manager.

The ESCO has assigned the following as the responsible persons for the function/disciplines indicated for this project:

<u>Function</u>	<u>Name</u>	<u>Telephone #</u>
<u>Account Manager</u>	<u>Daryl Bishop, CEM</u>	<u>804-624-1433</u>
<u>Energy Engineer</u>	<u>Craig Washburn, PE,</u>	<u>540-537- 6337</u>
<u>Project Developer</u>	<u>Ed Ashburn</u>	<u>423-742- 0413</u>

Should circumstances require substitution for any of the above-listed personnel assignments, the ESCO shall so advise the Owners in writing. Any substitute shall have the same or greater level of expertise and experience. Owners reserves the right to accept or reject proposed substitutions of personnel.

5. OWNERS OBLIGATIONS:

The Owners agrees to allow the ESCO access to its facilities during normal working hours for the purpose of gathering information required for the study and to cooperate with the ESCO in

providing timely, complete, accurate, and pertinent information. Information about equipment specifics shall be obtained by the ESCO from the equipment manufacturer if the Owners are not in possession of this information already. If it has not already done so, the Owners shall furnish, or cause its energy suppliers to furnish, accurate and complete data concerning energy usage for the facilities for the most recent 36-month period, at a minimum.

- a) Occupancy and usage information
- b) Descriptions of any changes in the building or structure or its heating, cooling, lighting, or other systems or their energy requirements
- c) Descriptions of all energy-consuming or energy saving equipment used on the premises
- d) Descriptions of energy management and other relevant, operational or maintenance procedures utilized on the premises
- e) Summary of expenditures for out-sourced maintenance, repairs or replacements on the premises
- f) Copies of representative tenant leases, if applicable
- g) Prior energy audits or studies of the premises, if any

6. **SCOPE OF SERVICES:** (In this section, define the building and/or buildings to be audited and any exceptions or changes to the audit format defined in the Technical Energy and Water Savings Audit) (See list in section 2.) The audit service will be provided for both the County and Schools and either or both may elect to move forward to an Energy Performance Contract or pay the audit fee as outlined in section (2) if the ESCO meets the requirements of this MOU.

AGREED TO ON THE DATE INDICATED ABOVE BY:

ESCO

OWNER(s)

By: _____
(Signature in ink) (Date)

By: _____
(Signature in ink) (Date)

Name: _____

Name: John M. Sheridan

Title: _____

Title: Chairperson, Board of Supervisors

ATTEST: _____
(Signature in ink) (Date)

ATTEST: _____
(Signature in ink) (Date)

By: _____
(Signature in ink) (Date)

Name: Camilla Washington

Title: Chair, School Board

ATTEST: _____
(Signature in ink) (Date)

COMMONWEALTH of VIRGINIA

ESCO Technical Energy and Water Savings Audit Instructions

A. Minimum Owner Conditions for ESCO

Following are the minimum conditions the Owner will accept from the selected ESCO in the Technical Energy and Water Savings Audit.

Technical Energy and Water Savings Audit Phase

1. Technical Energy and Water Savings Audit.

The ESCO's proposed contract terms must include the performance and presentation of results from a detailed Technical Energy and Water Savings Audit of a quality acceptable to the Owner. Markups provided prior to award of the Technical Energy and Water Savings Audit must be used throughout the project, provided its size and scope remain similar. If the Owner decides not to enter into an energy savings performance contract after the audit has been accepted, he agrees to pay the cost of the audit as stated in the Technical Energy and Water Savings Audit, Memorandum of Understanding (MOU) in accordance with its contract terms and conditions and under the conditions defined in Section B.2 of this document.

The ESCO will not limit its ECM recommendations to only those projects having a 12-year payback, but will give a prioritized list of all opportunities for savings, regardless of payback. The Owner may elect to buy-down the purchase and installation costs of ECMs that cannot be totally funded by energy and operations savings. The ESCO shall complete a preliminary analysis of all ECMs as described in Section E of this document. At that time shall commit funds, if available, to complete ECMs in excess of the twelve-year payback. If funds are not available, the ESCO will complete design on only the ECMs that can be funded under the twelve year program. The Technical Energy and Water Savings Audit must include estimates of savings for each measure. Also, the cost estimate for each measure must include an estimate of all component costs including engineering, design, installation, maintenance, repairs, and debt services. The Technical Energy and Water Savings Audit must include all calculations and the sources of the cost estimates used in the study.

2. Allowable Savings.

Allowable savings to be used throughout the Technical Energy and Water Savings Audit will include energy and water savings, owner materials and commodity savings, including scheduled replacement of parts, and outside labor cost savings. Savings calculations usually do not include owner in-house labor costs or owner deferred maintenance costs, and will be determined on a project-by-project basis. Escalation rates and interest rates are open for negotiations in calculating savings projections.

3. Energy Savings Projections.

All energy savings projections used throughout the Technical Energy and Water Savings Audit will be presented in terms of energy usage and costs. Any cost savings related to maintenance and operation of the facilities will be rigorously reviewed and, if agreed to, will be limited to those that can be thoroughly documented and approved by the Owner.

4. Use of Stated Cost Markups.

The pricing methodology and individual cost markups disclosed during preliminary contract negotiations will be expected to be applied in costs presented in any subsequent technical audit or performance contract, providing the scope and size of the project remain the same as assumed when markups were disclosed.

5. Professional Architect/Engineer Involvement.

A registered professional engineer in the Commonwealth of Virginia must review and approve design work done under this contract and be involved throughout the process of auditing, design, construction, installation, and measurement and verification. The professional engineer is responsible for compliance with the Construction and Professional Services Manual on design documents and applicable review processes for state agency projects. All work shall conform to the Virginia Uniform Statewide Building Code, latest edition and revision for state agency projects. Local governments will have their own requirements.

Execution of the Audit

1. Technical Energy and Water Savings Audit

The ESCO agrees to perform a Technical Energy and Water Savings Audit in accordance with the Scope of Work described below. The ESCO agrees to complete the Technical Energy and Water Savings Audit and present the Owner with a final report within 90 calendar days or less as agreed to between the Owner and Contractor from the execution of the Technical Energy and Water Savings Audit, Memorandum of Agreement.

The Owner agrees to assist the ESCO in performing the Technical Energy and Water Savings Audit in accordance with the Scope of Work described below. The Owner agrees to work diligently to provide full and accurate information. The ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information, as needed.

The ESCO will submit a completed Technical Energy and Water Savings Audit, along with a proposal of Energy Performance Contract terms and conditions based on the recommended package of energy and water savings measures selected by the ESCO. The proposal will include details as specified in the Scope of Work below.

2. Compensation to the ESCO

Except as provided for below, within 60 days after the Owner's acceptance of the ESCO's final submission of the Technical Energy and Water Savings Audit report, the Owner shall compensate the ESCO for performance of the Audit by payment to ESCO of the amount agreed to in the Technical Energy and Water Savings Audit, Memorandum of

Understanding.

- A. The Owner shall have no payment obligations at the time of the execution of the Technical Energy and Water Savings Audit, Memorandum of Understanding, but acknowledges that the fee indicated in the agreement shall be incorporated into the ESCO's project costs, in the event the ESCO and the Owner execute an Energy Performance Contract within 60 days, or such longer period as the parties may mutually agree, after acceptance of the final Technical Energy and Water Savings Audit report.
- B. Should the ESCO determine at any time during the Technical Energy and Water Savings Audit that the savings cannot be attained to meet the Owner's twelve-year payback term as set forth in the RFP, the Technical Energy and Water Savings Audit will be terminated by written notice of the ESCO to the Owner. In this event, the Technical Energy and Water Savings Audit, Memorandum of Understanding shall be cancelled and the Owner shall have no obligation to pay, in whole or in part, the amount specified.
- C. The Owner shall have no payment obligations under this agreement in the event that the ESCO's final Technical Energy and Water Savings Audit report does not contain a package of energy and water savings measures which, if implemented, will provide the Owner with guaranteed cash savings to be sufficient to fund the Owner's payments of all costs and fees associated with the Energy Performance Contract, including any annual fees to the ESCO, less any cash payment the Owner may choose to contribute. *(The "back of the envelope" 85% rule applies to these savings. Your "back of the envelope" has to be 85% or greater of the amount of savings used for the payback options. The payback options have to cover the payment obligations.)*

3. Scope of Work

The Technical Energy and Water Savings Audit shall be performed as described below:

- A. **Establish allowable costs and savings factors approved for consideration by the Owner.** The ESCO will use the following to develop savings estimates.
 1. Savings estimates may include:
 - A. Energy and water savings
 - B. Owner materials/commodity savings, including scheduled replacement of parts
 - C. Outside labor cost savings, including maintenance contracts
 - D. Offset of future Owner capital costs
 2. The following items may be negotiated:
 - A. Owner in-house labor costs
 - B. Owner deferred maintenance costs
 - C. Escalation rates for natural gas, electricity, water, and materials/commodities
 - D. Interest rates
 3. The following markup costs are disclosed to provide the Owner with typical project costing approaches for a project of similar scope and size. It is expected that these rates will be used in the Technical Energy and Water Savings Audit and subsequent Energy Performance Contract.

Provide the following pricing information below as it applies to this project:

<u>Cost Category</u>	<u>Percent of Project Construction Cost</u>
<u>Overhead</u>	
<u>Profit</u>	
<u>Markups on subcontractors</u>	
<u>Markups on equipment/supplies/rentals</u>	
<u>Design</u>	
<u>Construction Management</u>	
<u>Commissioning</u>	
<u>Monitoring and Verification</u>	
<u>Other categories used by ESCO</u>	

<u>Project Services</u>	<u>Hourly Rates</u>
<u>Licensed electrical engineer</u>	
<u>Licensed mechanical engineer</u>	
<u>Project manager for construction</u>	
<u>CADD</u>	
<u>Technical writer</u>	
<u>Estimator</u>	
<u>Other</u>	
<u>Other</u>	

B. **Collect data and background information from the Owner.** The Owner will provide facility operations and energy use data for the most recent three years from the effective date of the Technical Energy and Water Savings Audit, Memorandum of Agreement, as follows:

1. Building square footage
2. Construction date of building and major additions
3. Utility company invoices
4. Occupancy and usage information
5. Description of all energy-consuming or energy-savings systems used on the premises, as available
6. Description of energy management procedures utilized on the premises

7. Description of energy-related improvements made or currently being implemented
8. Description of any changes in the structure of the facility or energy- or water-using systems
9. Description of future plans regarding building modifications or equipment modifications and replacements
10. Drawings, as available (may include mechanical, plumbing, electrical, building automation and temperature controls, structural, architectural, modifications, and remodels)
11. Original construction submittal and factory data (specifications, pump curves, etc.), as available
12. Operating engineer logs, maintenance work orders, etc., as available
13. Records of maintenance expenditures on energy-using equipment, including service contracts
14. Prior Technical Energy and Water Savings Audits or studies, if any.

The Owner agrees to work diligently to furnish the ESCO, upon request, accurate and complete data and information as available. Where information is not available from the Owner, the ESCO will make a diligent effort to collect such information through facility inspections, staff interviews, and data from utility companies.

The ESCO agrees to work diligently to assess validity of information provided and to confirm or correct the information, as needed.

C. Perform a facility inspection

1. Interview the facility manager, maintenance staff, or others regarding:
 - a. Facility operations, including energy management procedures
 - b. Equipment maintenance problems
 - c. Comfort problems and requirements
 - d. Equipment reliability
 - e. Projected equipment needs, etc.
 - f. Occupancy and use schedules for the facility and specific equipment
 - g. Facility improvements, past and planned.
2. Inspect major energy-using equipment, including:
 - a. Lighting (indoor and outdoor)
 - b. Heating and heat distribution systems
 - c. Cooling systems and related equipment
 - d. Air distribution systems and equipment
 - e. Outdoor ventilation systems and equipment
 - f. Exhaust systems and equipment
 - g. Hot water systems
 - h. Electric motors, transmission and drive systems
 - i. Other energy-using systems
 - j. Water consuming systems (restroom fixtures, water fountains, irrigation systems, etc.).
3. Perform "late-night" surveys outside of normal business hours and on weekends to confirm building systems and occupancy schedules.

4. Develop a preliminary list of potential energy and water savings measures. Consider the following for each system.
 - a. Comfort and maintenance problems
 - b. Energy use, loads, proper sizing, efficiencies, and hours of operation
 - c. Current operating conditions
 - d. Remaining useful life
 - e. Feasibility of systems replacement
 - f. Hazardous materials and other environmental concerns
 - g. Owner's future plans for equipment replacement or building renovations
 - h. Facility operations and maintenance procedures that could be affected

D. Establish base year consumption and reconcile with end use consumption estimates.

1. Examine utility bills for the past three years and establish base year consumption for electricity, gas, steam, water, etc., in terms of energy units (kWh, kW, ccf), and in terms of dollars per unit. Describe the process used to determine the base year (averaging, selecting most representative contiguous twelve months, etc.). Consult with facility personnel to account for any anomalous schedule or operating conditions on billings that could skew the base year representation. ESCO will account for periods of time when equipment was broken or malfunctioning in calculating the base year.
2. Estimate loading, usage, and/or hours of operation for all major end uses representing over five percent of total facility consumption, including, but not limited to:
 - a. Lighting
 - b. Heating
 - c. Cooling
 - d. HVAC motors (fans and pumps)
 - e. Plug loads
 - f. Kitchen equipment
 - g. Other/miscellaneous

Where loading or usages are highly uncertain (including variable loads such as cooling), the ESCO will use its best judgment, spot measurements, or short-term monitoring. The ESCO should not assume that equipment run hours equal the operating hours of the building or rely on facility staff estimates.

3. Reconcile estimated annual end-use consumption with the annual base year consumption to within five percent for electricity, fuels, and water. The miscellaneous category can be no greater than five percent. This reconciliation will place reasonable limits on potential savings.
4. State how future plans for the building may affect the baseline energy and water usage and how the baseline will be adjusted.
5. ESCO should list factors that may be adjusted, such as cooling degree days (CDD), heating degree days (HDD), square footage changes, or changes to operating hours, etc.

- E. Develop a preliminary analysis of potential energy and water savings measures and other building services.

This list shall be compiled and submitted to the Owner within 60 days of the execution of the Technical Energy and Water Savings Audit, Memorandum of Understanding and should:

1. Identify measures that appear likely to be cost effective and, therefore, warrant detailed analysis.
2. For each measure, prepare a preliminary estimate of energy or water cost savings including description of analysis methodology, supporting calculations, and assumptions used to estimate savings.

F. Meet with the Owner to present preliminary findings prior to thorough analysis.

Describe how the projected project economics meet the Owner's terms for completing the Technical Energy and Water Savings Audit, Memorandum of Understanding. Discuss assessment of energy use, savings potential, retrofit opportunities, and potential for developing an energy performance contract. Develop a list of recommended measures for further analysis.

G. Analyze savings and costs for each energy and water savings measure.

The ESCO should:

1. Consider technologies from a comprehensive perspective including, lighting systems, HVAC equipment and distribution systems, building envelope systems, motors, kitchen equipment, renewable energy systems, and water savings devices.
2. Follow the methodology of ASHRAE, the International Performance Measurement & Verification Protocol (IPMVP), or other nationally-recognized authorities and be based on the engineering principles identified in the description of the retrofit option.
3. Utilize assumptions, projections, and baselines which best represent the true value of future energy or operational savings. Include marginal costs for each unit of savings that are accurate at the time the audit is performed, documentation of material and labor cost savings, adjustments to the baseline to reflect current conditions at the facility, and calculations which account for the interactive effects of the recommended measures. Do not double-count the savings which result from individual measures, when calculating the total savings. Show input data used in developing the model baseline.
4. Use the best judgement regarding the employment of instrumentation and recording durations so as to achieve an accurate and faithful characterization of energy use.

5. Use the markups and fees stated above, where applicable, in all cost estimates.
6. Develop a preliminary measurement and verification plan for each measure.
7. Follow additional guidelines for analysis and report preparation, given below.

H. Prepare a draft Technical Energy and Water Savings Audit Report.

The primary purpose of the report is to provide an engineering and economic basis for negotiating a potential Energy Performance Contract between the Owner and the ESCO. The report shall be completed within 90 days of the date of execution of the Technical Energy and Water Savings Audit, Memorandum of Understanding. The report shall include:

1. Overview
 - a. Contact information.
 - b. Summary table of recommended energy and water savings measures, with an itemization of each measure for design and construction costs, annual maintenance costs, the first year cost avoidance (in dollars and energy units), simple payback, and equipment service life.
 - c. Summary of annual energy use and costs of existing or base year condition.
 - d. Calculation of cost savings expected if all recommended measures are implemented. Include total percentage savings.
 - e. Description of the existing facility, mechanical, and electrical systems.
 - f. Summary description of measures, including estimated costs and savings for each, as detailed above.
 - g. Discussion of measures considered but not investigated in detail.
 - h. Conclusions and recommendations.
2. Full description of each energy and water savings measure, including:
 - a. Written description:
 1. Existing conditions.
 2. Recommendations. Include a discussion of facility operations and maintenance procedures that will be affected by installation/implementation. Present the plan for installing or implementing the recommendations.
 - b. Base year energy use:
 1. Summary of all utility bills
 2. Base year consumption and how established
 3. Plan for reconciling end-of-the-year results with base year figures.
 4. End year reconciliation with base year (include discussion of any unusual findings).
 - c. Savings calculations:
 1. Base year energy use and costs
 2. Projected post-retrofit energy use and costs

3. Savings estimates, including analysis methodology, supporting calculations, and assumptions used
 4. Conclusions, observations, and caveats
 5. Savings estimates must be limited to energy use and dollar savings allowed by the Owner, as described above
 6. Percent cost-avoidance projected
 7. Description and calculations for any proposed utility rate changes
 8. Explanation of how savings interactions between retrofit options is accounted for in calculations
 9. If computer simulation is used, include a short description and state key input data. Show all input data in the Appendix. If requested by Owner, access will be provided to the program and all assumptions and inputs used, and/or printouts shall be provided of all input files and important output files and included in the Technical Energy and Water Savings Audit with documentation that explains how the final savings figures are derived from the simulation program output printouts.
 10. If manual calculations are employed, formulas, assumptions, and key data shall be stated.
- d. Cost estimates. Detailed scope of the construction work needed, and in a form that is suitable for cost estimating. Include all anticipated costs associated with installation and implementation, including:
1. Engineering and design costs.
 2. Contractor/vendor estimates for labor, materials, and equipment; include special provisions, such as overtime, etc., as needed to accomplish the work with minimum disruption to the operations of the facilities.
 3. Permit costs
 4. Construction management fees
 5. Commissioning costs
 6. Other costs/fees
 7. Company overhead/profit
 8. Environmental costs of disposal, handling of hazardous materials, etc.
 9. Note that all markups and fees stated in the Technical Energy and Water Savings Audit, Memorandum of Understanding shall be used in the cost estimates, unless otherwise documented and justified (due to changes in scope or size of project or other unforeseen circumstances).
 10. Conclusions, observations, and caveats.
- e. Other:
1. Estimate of average useful service life of equipment.
 2. Preliminary commissioning plan.
 3. Preliminary measurement and verification plan, explaining how savings from each measure is to be measured and verified (stipulated by agreement, utility bill analysis, end-use measurement and verification calculations, etc.).

4. Discussion of impacts that facility would incur after contract ends. Consider operations and maintenance impacts, staffing impacts, budget impact, etc.
5. Develop an operations and maintenance plan.
6. Develop a training plan for building operators.
7. Develop a training plan for building occupants.

3. Complete appendices that document the data used to prepare the analyses. Describe how data were collected.

I. Meet with the Owner to present the Technical Energy and Water Savings Audit findings.

J. Revise audit as directed by the Owner.

K. Prepare a proposed Performance Contract Agreement.

Prepare a Project Performance Contract Agreement in anticipation of the ESCO and the Owner entering into an Energy Performance Contract to design, install, and monitor selected energy and water savings measures, proposed in the Technical Energy and Water Savings Audit, to include:

1. Project Cost—the total amount the Owner will pay for the project and the ESCO's services. Costs must be consistent with maximum markups and fees established above. Costs may include, but are not limited to:
 - a. Engineering, designing, packaging, procuring, installing the measures (from the Technical Energy and Water Savings Audit Report results).
 - b. Financing (based on interest rates likely available to Owner).
 - c. Performance/payment bond costs.
 - d. Cost of the guarantee.
 - e. Construction management fee.
 - f. Maintenance fees.
 - g. Commissioning costs.
 - h. Monitoring fees.
 - i. Training fees.
 - j. Legal services.
 - k. Overhead and profit margins not included above.
2. A List of Services that will be provided, as related to each cost noted above.

L. Prepare a preliminary analysis of energy performance contract terms to include:

1. List of energy and water unit and dollar savings measures included in the recommended package.
2. Interest rates used in the analysis.
3. Expected contract terms (in number of years).
4. Analysis of annual cash flow for the Owner during the contract term.
5. Explanation of how savings will be calculated and adjusted, due to weather (such as heating or cooling degree days), occupancy changes, or other factors.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: April 6, 2016

AGENDA TITLE:	Appointment to the Fluvanna Partnership for Aging Committee, Rivanna Position				
MOTION(s):	I move to appoint _____ to the Fluvanna Partnership for Aging Committee, Rivanna Position, replacing Diane Everline, with a term to begin immediately and to terminate December 31, 2017.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Suzanne Cotellessa				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Fluvanna Partnership for Aging Committee

Rivanna

Last Name **First Name** **Date Recieved**
Mailing Address **City** **State** **Postal Code**
Home Phone **Work Phone** **Cell Phone/Other**
Fax **Email Address**
Physical Address **City** **State** **Postal Code**

Education and Experience:

BA in Foreign Affairs, MA in Urban Planning, 25+ years local government, Planning, Zoning, Building - in Virginia localities.

Civic Activities and Committee Memberships:

American Planning Association, Board member of two civic associations in NOVA.

Interest in Committee:

To give back to community and keep abreast of county issues

Comments:

**FLUVANNA COUNTY BOARD OF SUPERVISORS
STAFF REPORT AGENDA ITEM**

Meeting Date: April 6, 2016

AGENDA TITLE:	Central Virginia Regional Jail Authority Appointment				
MOTION(s):	I move to appoint Donald W. Weaver to the Central Virginia Regional Jail Authority, replacing Robert Ullenbruch, with a term to begin May 1, 2016.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	Mr. Ullenbruch's term as Fluvanna County representative on the Jail Authority will end April 30, 2016, since he is moving from the area in April. The Board has expressed interest in appointing Donald Weaver as Mr. Ullenbruch's replacement on the Authority.				
FISCAL IMPACT:	\$85 per meeting per County policy.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: April 6, 2016

AGENDA TITLE:	Appointment to the Jefferson Area Board for Aging (JABA) Advisory Council				
MOTION(s):	I move to appoint _____ to the Jefferson Area Board for Aging (JABA) Advisory Council, Fluvanna Representative, with a term to begin May 1, 2016 and to terminate April 30, 2018.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval				
TIMING:	Normal				
DISCUSSION:	Applicants who have shown an interest in this position are: Linda Bernick				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS	Legal	Finance	Purchasing	HR	Other

Interest in Jefferson Area Board for Aging (JABA) Adviso**Palmyra**

Last Name Bernick **First Name** Linda E. **Date Recieved** 9/29/2015
Mailing Address 1011 Broken Island Road **City** Palmyra **State** VA **Postal Code** 22963-
Home Phone **Work Phone** **Cell Phone/Other** (540) 922-2955
Fax **Email Address** voxlinda@aol.com
Physical Address **City** **State** **Postal Code**

Education and Experience:

B.A. in Spanish - College of William and Mary. M.A.T. in Spanish - UVA. Adjunct Instructor (Spanish, French) - UVA, Virginia Tech, Roanoke College, New River Community College.

Civic Activities and Committee Memberships:

Co-President, VP Publicity/Marketing, Audience Development-Blacksburg Master Chorale Fellowship Committee Chair, Missions Co-Chair, Member of Administrative Board, Member of Team ministering at Radfprd Rejab. Care Shepherd - Central United Methodist Church (Radford) Tourism Commission Chair, Member of Child Protection Management Team - Ciry of Radford. Member Central United Methodist Church - Radford and Effort Baptist - Palmyra, VA.

Interest in Committee:

Personal interest and desire to assist.

Comments: Will switch to Palmyra Dist. Position 2/3/16, leaving vacancy on At-Large. New term exp. date of 12/31/17 to match new position.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
STAFF REPORT AGENDA ITEM**

Meeting Date: April 6, 2016

AGENDA TITLE:	Community Service Awards Program Policy				
MOTION(s):	I move to approve the Community Service Awards Program Policy as presented.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Steve Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<p>Creation of a Community Service Awards Program is an Action Item on the Board of Supervisors' 2016-17 Strategic Initiatives:</p> <p>Strategic Initiative: B – COMMUNICATION Action Item: B1 – Create a Community Impact Awards Program.</p>				
FISCAL IMPACT:	Approximately \$15 per award for Award Resolution for presentation frame.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



County of Fluvanna
Community Service Awards Program
Draft: March 22, 2016

1. Program Purpose. To formally recognize and award individuals or groups who, by their personal actions, volunteer efforts, and civic or community activities, have made a noteworthy and positive impact in Fluvanna County.

2. Award Nomination Eligibility and Criteria

a. Individuals or groups nominated for a Fluvanna County Community Service Award shall meet the following criteria:

(1) Acts or service being recognized must have been performed in Fluvanna County.

(2) No age limit for nominees.

(3) Must have demonstrated a positive achievement, action, and/or contribution to the community, or several such impacts within one year of the date of nomination, or be nominated for long-term exceptional service and/or contributions. Examples of appropriate acts or service that will be considered include:

- Heroic or Lifesaving Acts
- Civic Responsibility
- Community Spirit
- Community Leadership
- Innovation
- Volunteer Services
- Mentoring & Coaching
- Other significant contributions to Fluvanna County

(4) Fluvanna County government or schools employees may not be nominated for work or actions completed through the course of their normal employment duties.

(5) Nominees may receive only one Community Service Award per calendar year.

b. The Awards Review Committee may consider exceptional circumstances in order to recommend nominations of individuals or groups who do not strictly meet the eligibility criteria, and may forward such nominations to the Board of Supervisors recommending approval, with an explanation of the special circumstances considered.

3. Nomination Process

a. Anyone can nominate an individual or a group for a Community Service Award.

b. Nominations may be submitted at any time for specific acts or service within the past 12 months, or for lifetime service recognitions.

c. Each nomination must provide detailed factual information about the act or service, including why the nominee's efforts stand out and how the nominee exemplifies the recognition category or categories selected on the nomination form.

d. Nominations shall be submitted on the Community Service Award Nomination form (Attachment A) through the Fluvanna County website, by emailing an electronic copy of the completed form to clerk@fluvannacounty.org, or by mail or hand delivery of a hard copy to:

Clerk to the Board of Supervisors
County Administration Building
P.O. Box 540
132 Main Street
Palmyra, VA 22963

4. Review and Selection Process

a. The Community Service Awards Review Committee will be comprised of the County Administrator and the Constitutional Officers.

b. The Review Committee will meet monthly, as needed, to review all nominations received.

c. The committee will consider each nomination based on the relative impact of the nominee's actions or service in Fluvanna County. The committee will vote to determine which nominations to recommend to the Board of Supervisors for award recognition.

d. The Clerk to the Board will forward the Review Committee's list of recommended awards to the Board of Supervisors, along with all nomination forms, the week prior to the Board's scheduled deliberations.

e. The Board of Supervisors will consider the recommendations in Closed Session and approve the nominations, as appropriate.

f. The Clerk to the Board will prepare a Board of Supervisor's Resolution (Attachment B) for each awardee using the information provided with the nomination form. The Clerk will also prepare Letters of Recognition from the Board of Supervisors for each nominee not selected for a Community Service Award.

g. The Clerk will add presentations to the Board of Supervisors' meeting agenda as scheduling permits, and ensure nominees and the person who nominated them are notified of the date, time, and location for the presentation.

5. Recognition. Award recipients will receive:

- a. A Community Service Award Resolution from the Board of Supervisors and public recognition at a Board of Supervisor's meeting.
- b. Recognition on Fluvanna County's social media sites and the County's website.
- c. Nominees who were not selected for a Community Service Award will receive Letter of Recognition from the Board of Supervisors.



Fluvanna County Community Service Award Nomination

Program Purpose. To formally recognize and award individuals or groups who, by their personal actions, volunteer efforts, and civic or community activities have made a positive impact in Fluvanna County.

Section 1 - Individual(s) or Group being Nominated					
Name of Nominee(s):	Organization (If applicable):			Date(s) of Action:	
How can we contact the nominee(s)?					
Section 2 – Description of Acts/Service					
(Acts or services being recognized must have been performed in Fluvanna County.)					
Recognition Categories (check all that apply):					
<input type="checkbox"/> Heroic or Lifesaving Act	<input type="checkbox"/> Community Leadership	<input type="checkbox"/> Civic Responsibility	<input type="checkbox"/> Mentoring & Coaching		
<input type="checkbox"/> Volunteer Services	<input type="checkbox"/> Community Spirit	<input type="checkbox"/> Innovation	<input type="checkbox"/> Other Notable Contribution		
Reason for Nomination:	Provide detailed factual information about the act or service, including why the nominee’s efforts stand out and how the nominee’s efforts exemplified the recognition category(ies) selected.				
Attach additional sheets or supporting documentation, as needed.					
Section 3 - Person Making the Nomination					
Name:		Phone Number:		Email:	
Your relationship to the nominee(s)?	<input type="checkbox"/> Friend	<input type="checkbox"/> Co-Worker	<input type="checkbox"/> Supervisor	<input type="checkbox"/> Family Mbr	<input type="checkbox"/> Other _____
Your Signature:			Date of Submission:		



BOARD OF SUPERVISORS

County of Fluvanna

Palmyra, Virginia

RESOLUTION No. XX-XXX

**COMMUNITY SERVICE AWARD RESOLUTION
HONORING **JOHN J. SMITH AND JANE M. DOE****

WHEREAS, _____; and

WHEREAS, _____; and

NOW, THEREFORE BE IT RESOLVED, on this ____ day of _____, _____, that the Fluvanna County Board of Supervisors hereby honors _____; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors _____; and

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the ____ day of _____, _____.

A Copy, teste:

Kelly Belanger Harris
Clerk to the Board of Supervisors

**FLUVANNA COUNTY BOARD OF SUPERVISORS
STAFF REPORT AGENDA ITEM**

Meeting Date: April 6, 2016

AGENDA TITLE:	JABA Satisfaction Survey Results				
MOTION(s):	N/A				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steve Nichols, County Administrator				
PRESENTER(S):	Emily Daidone, JABA, and Marta Keene, JABA Executive Director				
RECOMMENDATION:	Info Only				
TIMING:	Current				
DISCUSSION:					
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date:

AGENDA TITLE:	Comparison of DEQ Permitting Options – Water Treatment Plant				
MOTION(s):	N/A – Presentation Only				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Wayne Stephens, Director of Public Works				
PRESENTER(S):	Wayne Stephens, Director of Public Works				
RECOMMENDATION:	Staff intends to proceed with the “General Permit” process unless directed otherwise.				
TIMING:	Near Future				
DISCUSSION:	The VPDES permits for the lagoons at the two water treatment facilities are due for renewal in March, 2017. The renewal application process needs to begin soon. DEQ has offered us the option of placing both facilities on the statewide “General Permit” instead of continuing to maintain individual VPDES permits. This is a relatively new program intended to simplify the permitting process for facilities deemed to be at low risk of polluting the environment. Total cost savings to the County/FUSD will be approximately \$5,000 per year, with virtually no increased risk to our ability to continue discharging treated wastewater from the two facilities.				
FISCAL IMPACT:	Potential cost savings of \$5,000 per year in permitting and compliance costs.				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Materials for staff presentation.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	N/A	N/A	N/A	N/A	

**Comparison -
Maintaining Individual VPDES Permits VS Utilizing DEQ's General Permit for Discharges from Potable Water Facilities**

County-Owned Facilities which apparently qualify for coverage by the DEQ's General Permit for discharges from potable water treatment facilities:

**Morris Well / WTP
Omohundro Well / WTP Facility**

Issues for Comparison	Individual VPDES Permits	DEQ General Permit	Preferred Option
Permit Period (Renewal Frequency)	5 Years	5 Years (Possibly less w/Initial Registration)	Equal
Permit Fees	+/- \$4,332 per Year (\$2,166 per Year for Each Facility)	+/- \$240 / Year (\$600 Fee per Period for each Facility)	General Permit
Permit Limits	Total Residual Chlorine = 0.019 mg/L	Total Residual Chlorine = 0.011 mg/L	Individual Permit
Monitoring Frequency	Monthly	Quarterly	General Permit
Permit-Related Paperwork	Permit Application (25+ Pages)	Registration Statement (6 Pages)	General Permit

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, March 09, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for March 09, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
March 9, 2016
Work Session Meeting 6:00pm**

MEMBERS PRESENT: Mike Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT: None.

ALSO PRESENT: Steven M. Nichols, County Administrator
Eric Dahl, Finance Director
Mary Anna Twisdale, Management Analyst
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER
At 6:01pm, Chair Sheridan called the Work Session Meeting of February 10, 2016 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

BUDGET WORK SESSION
FY17 Budget/CIP—Steven M. Nichols, County Administrator, Eric Dahl, Finance Director, and Mary Anna Twisdale, in response to questions and queries from the Board, presented FY17 Budget options.

MOTION TO EXTEND
MOTION
At 9:58pm Mr. Weaver moved to extend the meeting until 11:00pm. Mr. O'Brien seconded and the motion carried 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.
MOTION
Mr. O'Brien made a motion to advertise a tax rate of .94/\$100 for the FY17 real estate tax. Mrs. Booker seconded and the motion passed 3-2. AYE: Sheridan, Booker, & O'Brien. NAY: Eager and Weaver. ABSENT: None.

Next meeting: Budget Work Session: April 6, 2016 7:00pm or immediately following the 4:00pm regular meeting.

UNFINISHED BUSINESS
TBD

NEW BUSINESS
TBD.

ADJOURN
MOTION
At 10:24pm Mr. Weaver moved to adjourn the Budget Work Session Meeting of Wednesday, March 9, 2016. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, March 23, 2016 Regular Meeting, be adopted.				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft minutes for March 23, 2016				
REVIEWS	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
County Administration Building, Morris Room
March 23, 2016
Work Session Meeting 7:00pm**

MEMBERS PRESENT:

Mike Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

MEMBERS ABSENT:

None.

ALSO PRESENT:

Steven M. Nichols, County Administrator
Eric Dahl, Finance Director
Mary Anna Twisdale, Management Analyst
Kelly Belanger Harris, Clerk to the Board of Supervisors

CALL TO ORDER

At 7:14pm, Chair Sheridan called the Work Session Meeting of March 23, 2016 to order. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

COUNTY ADMINISTRATOR'S REPORT

- Superintendent Gena Keller named Region Five Superintendent of the Year.
- Jail Board Authority member—Mr. Weaver expressed a willingness to be appointed to the Jail Board Authority. Will be added to the April 6, 2016 agenda.
- Management Analyst Mary Anna Twisdale has accepted a position with the City of Chesapeake. Her last day will be April 5, 2016.
- Draft Community Service Awards Policy, Form, and Resolution—submitted for review and feedback.

BUDGET WORK SESSION

FY17 Budget/CIP—Steven M. Nichols, County Administrator, Eric Dahl, Finance Director, and Mary Anna Twisdale, in response to questions and queries from the Board, presented FY17 Budget options.

MOTION TO EXTEND

MOTION

At 10:52pm Mr. Weaver moved to extend the meeting until 12:00am. Mr. O'Brien seconded and the motion carried 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

UNFINISHED BUSINESS

TBD

NEW BUSINESS

TBD.

ADJOURN

MOTION

At 11:06pm Mr. Weaver moved to adjourn the Budget Work Session Meeting of Wednesday, March 23, 2016. Mr. O'Brien seconded and the motion carried with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	Celebrating Children Month Proclamation				
MOTION(s):	I move the Fluvanna County Board of Supervisors approve the proclamation proclaiming the month of April 2016 as Celebrating Children Month in Fluvanna County in observation of Child Abuse Prevention Month.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	David McGlothlin, DSS Family Services Supervisor				
PRESENTER(S):	David McGlothlin, DSS Family Services Supervisor				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:					
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:					
ENCLOSURES:	Proclamation—Child Abuse Prevention Month				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 01-2016

Proclaiming April as Child Abuse Prevention Month

By virtue of the authority vested in us, we hereby proclaim the month of April as **CHILD ABUSE PREVENTION MONTH** in **FLUVANNA COUNTY**.

WHEREAS, every child in our great county is a precious gift, full of promise and potential; and

WHEREAS, child abuse and neglect is a serious problem in Virginia and across the nation; and

WHEREAS, the prevention of child abuse is crucial to the preservation of the health and well-being of Fluvanna's families and can be accomplished by providing support and information to families as well as through increased community awareness; and

WHEREAS, all children learn from role models at home, at church, at school, and in their communities and all children benefit from the love and leadership displayed by caring and responsible adults; and

WHEREAS, children are our most precious resource and we are committed to keeping children of our great community safe and happy;

NOW, THEREFORE, WE, the Fluvanna County Board of Supervisors, do hereby **PROCLAIM** April 2016 as **CHILD ABUSE PREVENTION MONTH** in **FLUVANNA COUNTY** and we call this observance to the attention of all our citizens.

Adopted this 6th day of April 2016
by the Fluvanna County Board of Supervisors

ATTEST:

John M. Sheridan, Chair

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	FY16 Commonwealth's Attorney Building Repairs				
MOTION(s):	I move the Board of Supervisors approve a FY16 transfer of \$49,150.00 from the Unassigned Fund Balance to the Capital Reserve Maintenance Fund Budget for Critical Repairs to the Commonwealth's Attorney Building.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Immediate				
DISCUSSION:	<p>In August 2015, the county of Fluvanna purchased the building which houses the offices of the Commonwealth's Attorney.</p> <p>A pre-purchase inspection report prepared prior to acquisition of the property noted that certain repairs would be needed in order to assure the building's continued viability as an office building for County personnel.</p> <p>The request is for funds to perform the most critical and immediate of those repairs.</p>				
FISCAL IMPACT:	This will reduce the Unassigned Fund Balance and increase the Capital Reserve Maintenance Fund budget by \$49,150.00				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	FY16 BOS Contingency Budget Transfer- Legal Fees				
MOTION(s):	I move the Board of Supervisors approve a budget transfer for \$3,558.00 from the BOS Contingency budget to the Board of Supervisors- Professional Services budget for Legal Fees.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	Fees for legal consultation with Kaufman & Canoles. The invoice for the Legal Fees was paid from the Board of Supervisors Professional Services line but was not budgeted in the FY16 Board of Supervisors budget.				
FISCAL IMPACT:	<p style="text-align: center;">The following FY16 budget changes will be made:</p> <ul style="list-style-type: none"> • Decrease: BOS Contingency, \$3,558.00 • Increase: Board of Supervisors, Professional Services, \$3,558.00 				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: April 6, 2016

AGENDA TITLE:	FY16 Surplus Property Sale - Fire Department				
MOTION(s):	I move the Board of Supervisors approve a payment of \$42,411.25 to the Fire & Rescue Association to reimburse Fluvanna Fire Department for the sale of a 1996 Pierce Sabre Fire Truck, Palmyra Engine #10.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Mary Anna Twisdale, Management Analyst				
PRESENTER(S):	Mary Anna Twisdale, Management Analyst				
RECOMMENDATION:	I recommend approval of the following action.				
TIMING:	Routine.				
DISCUSSION:	The proceeds from the sale of Fire & Rescue vehicles maintained by a company longer than 15 years shall be retained by the Fire & Rescue Association.				
FISCAL IMPACT:	This payment, if approved, would authorize staff to reimburse the Fire and Rescue Association \$42,411.25 for the sale of Palmyra Engine #10.				
POLICY IMPACT:	Disposal of Fire & Rescue Vehicles policy, adopted March 3, 1999				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: April 6 2016

AGENDA TITLE:	Approval of 2 nd Addendum to EMS billing and Collection Services Contract				
MOTION(s):	I move to approve the 2nd Addendum to EMS Billing and Collection Services Contract, and further authorize the County Administrator to execute the agreements subject to approval as to form by the County Attorney.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<p>Under this addendum EMS, in addition to services already provided under the original contract, will process and mail all Notice of Privacy Practice Letters on behalf of the County. Such NPPs will meet all requirements of applicable law, including, but not limited to, any and all requirements under the Health Insurance Portability & Accountability Act ("HIPAA"). The Contractor shall charge a fee of \$0.74 per NPPs mailed on behalf of the County, which includes the cost of postage.</p> <p>This is a minimal cost for the county. For example, during the month of March there were 202 letters to be mailed, a total of \$149.48 for the month. This amount will change from month to month depending on the number of NPP's to be mailed.</p>				
FISCAL IMPACT:	\$0.74 per letter mailed				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	2nd Addendum to EMS billing and Collection Services Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	x	x	x		

**2nd ADDENDUM TO EMS BILLING AND COLLECTION SERVICES CONTRACT
BETWEEN THE COUNTY OF FLUVANNA AND EMS MANAGEMENT &
CONSULTANTS, INC.**

This 2nd Addendum to EMS Billing and Collection Services Contract (the "Addendum") dated this 23rd day of March, 2016 is made between the **COUNTY OF FLUVANNA** (the "County"), a political subdivision of the Commonwealth of Virginia and **EMS MANAGEMENT & CONSULTANTS, INC.**, a North Carolina Corporation authorized to transact business in Virginia ("Contractor"), and is binding among and between these parties as of the date of the County's signature. The parties agree as follows:

WHEREAS, the County and Contractor entered into an EMS Billing and Collection Services Contract dated the 20th day of May, 2015 (the "Original Contract"), for an initial term of one-year beginning on June 1, 2015 and ending on May 31, 2016 for certain services as more particularly described therein, such Original Contract being subject to renewal as described therein;

WHEREAS, the Original Contract was previously modified by the 1st addendum to the Original Contract (as modified by the 1st addendum the Original Contract shall be referred to herein as the "Contract");

WHEREAS, Contractor provides certain services to the County under the Contract and the County wishes to continue receiving such services and Contractor wishes to continue providing the same;

NOW THEREFORE, in consideration of the Contract, the foregoing and of the mutual covenants and promises set forth herein, the County and Contractor agree that Contractor shall continue to provide the services set forth in the Contract, and County shall pay the prices, as set forth therein. The Contract is hereby amended as follows:

1. In addition to all those services provided by the Contractor to the County under the Contract the Contractor agrees to and will process and mail all Notice of Privacy Practice Letters ("NPPs") on behalf of the County. Such NPPs will meet all requirements of applicable law, including, but not limited to, any and all requirements under the Health Insurance Portability & Accountability Act ("HIPPA"). The Contractor shall charge a fee of \$0.74 per NPPs mailed on behalf of the County, which includes the cost of postage. If the United States Postal Services raises the postage rates, then the fee shall increase by the amount the postage rate increases. The Contractor shall notify the County in writing of any such postage increase. The fees for any NPPs sent by the Contractor on behalf of the County shall be included and detailed on the invoice required under Article III of the Original Contract. The invoice shall be subject to the payment provisions of the Original Contract.
2. Except as specifically amended hereby, the terms and provisions of the Contract, including all attachments thereto, shall remain in full force or effect and are hereby incorporated into this Addendum by reference.

In witness hereof the undersigned duly authorized representatives have executed this Contract on the dates set forth beside their respective signatures:

Contractor:
EMS Management & Consultants, Inc.

County:
County of Fluvanna, a political subdivision of the
Commonwealth of Virginia

By: Laurie O'Quinn Date: 3/23/16 By: _____ Date: _____

Name: Laurie O'Quinn Name: _____

Title: CFO Title: _____

APPROVED AS TO FORM:

Fluvanna County Attorney



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: April 6, 2016
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Less: Equipment Replacement at Carysbrook Sewage Pump Station 12.16.15	-\$35,000.00
Available:	\$14,370.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00
Less: School Board Office Roof Repair 12.16.15	-\$90,000.00
Less: New Clocks Fluvanna Middle School 12.16.15	-\$17,300.00
Less: Replace Doors on Walk-in Cooler/Freezer Fluvanna Middle School 1.6.16	-\$8,090.00
Less: Transfer to CIP for Activity Bus Purchase 3.2.16	-12,500.00
Available:	\$193,243.00



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MEMORANDUM

Date: April 6, 2016
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
Less: Fire Ladder Truck Replacement 9.16.15	-\$45,000.00
Less: Advertising Columbia/Cunningham Schools 12.2.15	-\$2,500.00
Less: Pleasant Grove House Security System Installation 1.6.16	-\$3,100.00
Less: Legal Fees for Interjurisdictional Agreement Review 3.2.16	-\$6,900.00
Available:	\$91,750.00