

Louisa County Water Authority  
Board of Directors  
August 12, 2020

A. Call to Order

Public Hearing  
Pages 01-22

1. Adoption of the Agenda

B. Presentations

C. Citizen Information

D. Consent Agenda  
Pages 23-24

2. Approval of the minutes:  
A. July 8, 2020 – Regular Business Meeting

3. Treasurer’s Report  
A. O & M Report – July 2020  
B. Approval of O & M Disbursements – July 2020  
C. County Fund (Construction Projects) July 2020  
D. Fourth Quarter Fiscal 2020 Statements  
Pages 25-26  
Pages 27-29  
Page 30  
Pages 31-38

E. Old Business

4. Update – James River Water Project

5. LRWWTP Repairs to the Sludge Press – Complete 07/28/2020

6. Landfill – LCWA Sludge

7. COVID-19 / Coronavirus - updates  
Pages 39-45

8. Purcell Property Solar Panel Project / Aura Power - update  
Pages 46-47

9. Water Haulers Afterhours

F. New Business

10. VOSHA Inspection – August 6, 2020

11. Mutual Aid Agreement with Fluvanna County  
Pages 48-70

G. Reports

12. Program Manager’s Report  
Page 71

H. General Manager’s Report

I. Committees

J. Short Notice Items

K. Closed Session

Pursuant to the provisions of Section §2.2-3711(A)(19) for the purpose of discussion of reports or plans related to governmental facility, building or structure regarding safety at the Northeast Creek Water Treatment Plant.

L. Long Range Planning Goals

A. Financial Goals  
1. Fiscal Independence

- 2. Reserve Funds
  - 3. O & M Budget
- B. Personnel Goals
  - 1. Succession Planning
  - 2. Training
  - 3. Apprenticeship Program
  - 4. Summer Intern
  - 5. Highly Qualified Staff
  - 6. Fairly Compensated Staff
- C. Safety Initiatives
  - 1. Safety Audit – every three years
  - 2. Safety Training
  - 3. Safety Upgrades
- D. Infrastructure Ownership / Expansion
  - 1. Acquiring systems
  - 2. Expanding Existing Systems
- E. Customer Base Expansion
  - 1. New customers to existing infrastructure
  - 2. Customer service
- F. Rate Structure
  - 1. Rate Review – annually
  - 2. Rate Setting
- G. Equipment Modernization
  - 1. Vehicles
  - 2. Computers
  - 3. Internet
  - 4. Phone system
  - 5. GIS system (Asset Management, work orders, system inventory)
  - 6. Fiber optic
  - 7. Tractors and maintenance equipment

Next meeting date - The next business meeting is scheduled for September 9, 2020.

M. Adjournment

The Louisa County Water Authority Board of Directors reserves the right to amend and/or change the Agenda the day of the meeting.

BY ORDER OF:  
JUDSON FOSTER, CHAIRMAN  
LOUISA COUNTY WATER AUTHORITY

The Louisa County Water Authority Board of Directors will meet and conduct a public hearing at 6:00 pm on Wednesday, August 12, 2020, in the Louisa County Office Building; Public Meeting Room, Main Floor, 1 Woolfolk Avenue, Louisa, Virginia. In accordance with the Authority's ongoing efforts to minimize the spread of the COVID-19 virus, physical (inperson) access to the County Office Building will be limited to twenty eight (28) public speakers. The meeting will be streamed live and the public is encouraged to provide any input for the Public Comment period or Public Hearing either: 1) the first twenty eight (28) people to sign-up may speak in person; 2) in advance (in writing to Louisa County Water Authority, 23 Loudin Lane, Louisa, Virginia 23093 or pbaughman@louisa.org all emails and letters will be read into the official record of the meeting); or 3) during the meeting by calling 540-967-0401.

UTILITY RATES

	Current		Changes Effective *****	
	Minimum		Minimum	
Residential Water Base Rate (minimum usage)	\$23.56	4,000 gals	\$20.13	3,000 gals
Water Rate per 1,000 (over minimum usage)	\$5.89		\$6.71	
Residential Sewer Base Rate (minimum usage)	\$35.48	4,000 gals	\$29.79	3,000 gals
Sewer rate per 1,000 (over minimum usage)	\$8.87		\$9.93	
Administrative fee for meter reading, bill creation and processing	\$0.00		\$6.00	

Consecutive public water supply systems shall be entitled to a 22.5% discount off the established retail rate for water as long as their minimum usage exceeds 4.25 million gallons per month. Also known as Wholesale Water User Rate.

Wholesale User Rate per 1,000 gallons

\$4.57      \$5.21      Increase of \$.64/1,000

BY ORDER OF:  
JUDSON FOSTER, CHAIRMAN  
LOUISA COUNTY WATER AUTHORITY BOARD OF DIRECTORS  
LOUISA COUNTY, VIRGINIA

**LOUISA COUNTY WATER AUTHORITY**  
**Judson Foster, Chairman**

**FOR IMMEDIATE RELEASE**

July 10, 2020  
Contact: Louisa County Water Authority  
23 Loudin Lane, Louisa, Virginia 23093  
(540) 967-1122  
[www.louisacountywaterauthority.org](http://www.louisacountywaterauthority.org)

**LOUISA COUNTY WATER AUTHORITY – PUBLIC HEARING AUGUST 12, 2020**

LOUISA, VIRGINIA – The Louisa County Water Authority Board of Directors will meet and conduct a public hearing at 6:00 pm on Wednesday, August 12, 2020, in the Louisa County Office Building; Public Meeting Room, Main Floor, 1 Woolfolk Avenue, Louisa, Virginia. In accordance with the Authority’s ongoing efforts to minimize the spread of the COVID-19 virus, physical (in-person) access to the County Office Building will be limited to 28 public speakers. The meeting will be streamed live and the public is encouraged to provide any input for the Public Comment period or Public Hearing either: 1) the first twenty eight (28) people to sign-up may speak in person; 2) in advance (in writing); or 3) during the meeting (via telephone).

**PUBLIC HEARING:**

The public hearing is being held to collect feedback from Louisa County Water Authority customers and citizens on four changes to the current rate schedule. The following changes will be presented at the public hearing:

- 1) WATER: The monthly minimum will be reduced from 4,000 gallons per month to 3,000 gallons per month. This change will provide a monthly cost savings of \$3.43 to customers who use less than 3,000 gallons per month. The water base rate will be increased from \$5.89 to \$6.71 per 1,000 for customers using more than 3,000 gallons per month.
- 2) SEWER: The monthly minimum will be reduced from 4,000 gallons per month to 3,000 gallons per month. This change will provide a monthly cost savings of \$5.69 to customers who use less than 3,000 gallons per month. The water base rate will be increased from \$8.87 to \$9.93 per 1,000 for customers using more than 3,000 gallons per month.
- 3) Introduction of a monthly administrative fee to help cover the costs for meter reading, bill creation and payment processing. The new administrative fee will be \$6.00 per month.
- 4) CONSECUTIVE WATERWORKS: A consecutive waterworks purchasing a minimum of 4,250,000 gallons of water per month will receive a 22.5% discount off of the current prevailing retail water rate per thousand gallons. The current rate for a consecutive water works is \$4.57/1,000 gallons. The new rate will reflect an increase of .64¢/1,000 gallons or \$5.21/1,000 gallons.

“Our intention at this time is to collect feedback from the public on these rate adjustments. The Louisa County Water Authority Board of Directors has not reached a decision on when these adjustments would be applied as we fully understand the current environment and uncertainty still prevalent in our economy. The intent of these adjustments would be to bring operating revenues in line with operating costs and we have meticulously analyzed our operation to the best of our ability to make sure this was necessary. The rate adjustments would allow us to be less dependent on connection fees, which are intended for capital expenditures necessary to maintain and upgrade our systems as they age and the regulatory landscape changes. These adjustments, when implemented, would provide a cost savings for customers using less water and sewer monthly and a cost increase for customers using more water and sewer monthly. The result will be a fairer and more balanced rate schedule for everyone,” Judson Foster, LCWA Chairman.

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**Steven Shapiro**  
**20 Timber Ridge Court**  
**Zion Crossroads, VA 22942**

I am writing to provide my input regarding the subject increase. The letter provided to homeowners doesn't provide a justification for the rate increase that is supported by any data comparing operating costs/reserves etc to the income generated by the fee increase. Rather, the justification is simply supported by generalizations including "The result will be a fairer and more balanced rate schedule for everyone."  
Since according to the last Census the average household in Louisa is 2.25 and the average water usage (according to the USGS) in Louisa is 47 gallons a day, in an average month of 30.67 days the water consumption is 3379 gallons. Accordingly, the average person's bill will go up. It appears the only households that would see a reduction are single person households and some two persons households and the majority of households will see an increase. There should be full transparency regarding just how many people will actually have a decrease as well as documented support to justify the necessity and appropriateness of the rate changes.

One correction to my email, the number 3379 should be 3243.

**Darrell Critzer**  
**172 Heritage Drive**  
**Zion Crossroads, VA 22942**

The proposed increase in water prices is absolutely absurd. These are already the highest prices around. Prices are 2/3 lower in other counties. I have 4 children it is absurd to think 3000 gallons a month is ok.

**Lawrence Williams**  
**235 Cottage Court**  
**Zion Crossroads, VA 22942**

This very high increase is wrong on many levels. We are in a period of high unemployment and facing a possible recession. Since more persons are working from home, water usage and the water tax will be higher, leading to an even bigger increase in our bills. Families with children will be hit the hardest. I just installed a whole house water filter, a hefty \"tax\", since water quality is so poor and we are no closer to the improvements we were promised.

**Russ Bahorsky and Kelly Feltault**  
**428 Appalachian Lane (Spring Creek)**  
**Gordonsville, VA 22942**

My wife and I would like to submit the following questions to the LCWA for consideration at the August 12, 2020 hearing:

1. In the county's press release of July 10, LCWA Chairman Judson Foster is quoted as saying "The result [of the rate changes] will be a fairer and more balanced rate schedule for everyone." Considering that the USGS estimates that an average family of four uses approximately 10,800 gallons per month, it seems that very few households could possibly take advantage of the savings they would realize by reducing their usage to less than 3,000 gallons per month. In other words, the phrase "fair and balanced" seems disingenuous if all the plan does is effectively raise the rates for the average household. Wouldn't a fair plan be one that places the additional burden on those whose water use is excessive rather than on those whose water use would be considered normal?

2. According to the U.S. Bureau of Labor Statistics, the unemployment rate in Lousia County has held steady over the last several years at approximately 2-3%. This year the unemployment rate has increased more than 200%, going from 3.2% in March to 7.1% in June. Given the impact the coronavirus pandemic has had on the economic well-being of county residents, do you think this is the best time to propose a rate increase that will add an additional burden to those

households affected by economic uncertainty? Wouldn't it be better to wait until unemployment numbers in the county begin to show signs of recovery?

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**Lawrence Alpern**  
**389 Appalachian Lane**  
**Zion Crossroads, VA 22942**

I never had such poor water quality and high water/sewer rates as I have in Louisa County. The water is very hard from minerals, sometimes discolored and sometimes it has an odor. The current rates are high and should not be raised.

My recommendations:

- 1) Maintain the current usage billing of a 3000 gallon minimum and current rate schedule with no increase without first demonstrating the need for such an increase.
  - 2) Have a uniform billing cycle from a minimum of 28 days to a maximum of 31 days and no longer.
  - 3) The proposed administrative fee is unnecessary since we don't have that now. It should not be approved. It appears to be a new way to generate more funds from customers regardless of usage.
  - 4) Eliminate the convenience fee for credit card payments.
  - 5) Create a system for accepting electronic bank payments without a fee.
  - 6) The proposed double-digit percentage increase is excessive and is being proposed at a very inopportune time. I believe that the proposed rates are intentionally excessive so as to be used as a negotiation tactic. The entire proposal should be rejected.
  - 7) Lastly, there is no information on the website or anywhere else about current and projected budgets. This information needs to be made public along with transparency of all income and expenditures.
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**James Deinlein**  
**54 Whippoorwill Place**  
**Zion Crossroads, VA 22942**

I am a chair of the spring creek HOA Leadership committee. I have been overwhelmed by recent photos of dirty water and extremely negative responses to the proposed rate increases. I strongly suggest you forgo the rate increase and work with Bob Babyok to find a solution to our current problem before adding to a broken system. I would be happy to share neighborhood wide photos of water that would make anyone think twice about it being drinkable.

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**Sammy Thurston**  
**Laurel Hill**

Mr. Sammy Thurston stopped by the office to voice his discontent with the proposed rate adjustments. Mr. Thurston stated once again that the residents of Laurel Hill were to never have their rates adjusted or increased. He went on to say that this time he would see the Authority in court.

**Response to Frequently Asked Questions:**

**Why is Louisa County Water Authority (LCWA) considering reducing the minimum from 4,000 gallons per month to 3,000 gallons per month?**

LCWA is considering the reduction in the monthly minimum from 4,000 to 3,000 gallons per month because there are ~850 customers on two systems (Zion Crossroads Well System and the Northeast Creek System). Of those 850 customers, ~330 customers use less than 4,000 gallons per month and of the ~330 customers, ~180 use less than 3,000 gallons per month. Our experience is that these customers are the most vulnerable, living on a fixed income or with disabilities.

**Why would LCWA consider adjusting water and sewer rates during a pandemic and downturn in the economy?**

The LCWA Board of Directors is holding the Public Hearing at this time, but no decision has been reached on when to apply the adjustments. Prior to the pandemic and the downturn in the economy, the date to apply the adjustments was July 1, 2020. That date has been deferred and is being assessed on a monthly basis.

**Why has the billing cycle fluctuated beyond 28 – 32 days?**

Currently, LCWA has approximately 60 – 70 meters to change out from manual read to radio read. A more steady billing cycle will be accomplished when the switch over from manual read meters to radio read meters is complete. Additionally, we are a small utility and only have four maintenance employees, if employees are out sick or on vacation, weather, depending on customer’s needs, the number of Miss Utility tickets, flushing and system repairs all can cause the meter reading days to fluctuate. Our target fluctuation will be 28-32 days going forward

**Why are we charged a convenience fee for credit card payments?**

If you pay your bill online, there is a convenience fee charged for credit card payments by our merchant services provider, LCWA only receives the amount of the water and sewer bill you received from our office. We do offer credit card payments with no convenience fee, all you have to do is call our business office and we can process that payment for you at no additional fee.

LCWA has been advised by Information Technology and Legal advisors that we cannot retain credit/debit card information or banking account information in our business office for electronic transfer of funds to pay water and sewer bills. This is for our customer’s protection against identity theft.

**Why is there no information on the website about current and projected budgets?**

LCWA is working toward providing more information on our website. We have a small staff, but with a recent change we are hoping to devote more office staff time to adding information to our website.

**Why can’t I look back at my LCWA usage history on your website?**

LCWA will be adding this feature to our website soon. Unfortunately we can’t go back and populate the site. Once it begins, it will take a year to have 12 months of usage history available for customers to view.

**Why is LCWA considering applying these rate adjustments?**

LCWA has been working toward more fiscal independence from the County of Louisa for some time. In order to be fully fiscally independent, user fees should cover operation and maintenance costs, while connection fees are held in reserve to make large repairs, replace aging equipment and extend services offered. At the present, connection fees are used, in large part, for operation and maintenance expenditures.

How do the Authority’s current rates and proposed adjusted rates compare to other localities in close proximity?

Source: <https://efc.sog.unc.edu/resource/virginia-water-and-wastewater-rates-dashboard-0>

Additional Source: Virginia Water and Wastewater Rate Report 2019

Residential	3,000 gallons	4,000 gallons	5,000 gallons	One-time Connection	W&S 1,000,000 Gallons	Water 1,000,000 Gallons
Albemarle County	\$ 50.42	\$ 68.87	\$ 87.32	\$ 14,496.00	\$ 18,265.00	\$ 8,795.00
Amelia County	\$ 47.50	\$ 52.00	\$ 61.50	\$ 7,000.00	\$ 9,975.00	\$ 4,725.00
Bowling Green	\$ 64.62	\$ 70.86	\$ 77.10	\$ 13,500.00	\$ 8,904.00	\$ 2,504.00
Buckingham County	\$ 66.21	\$ 66.21	\$ 92.61	\$ 4,500.00	\$ 26,586.00	\$ 13,000.00
Caroline County	\$ 75.28	\$ 86.35	\$ 98.03	\$ 11,000.00	\$ 12,631.00	\$ 2,043.00
Chesterfield County	\$ 44.51	\$ 50.40	\$ 56.28	\$ 13,105.00	\$ 6,432.00	\$ 3,068.00
Culpeper County	\$ 44.06	\$ 58.08	\$ 72.10	\$ 17,062.00	\$ 10,921.00	\$ 3,859.00
Fauquier County	\$ 102.93	\$ 119.00	\$ 135.07	\$ 25,120.00	\$ 21,794.00	\$ 10,897.00
Fredericksburg	\$ 53.20	\$ 61.39	\$ 69.58	\$ 15,700.00	\$ 8,208.00	\$ 2,777.00
Goochland County	\$ 65.23	\$ 79.31	\$ 93.12	\$ 10,700.00	\$ 23,595.00	\$ 9,387.00
Hanover County	\$ 44.32	\$ 57.22	\$ 69.91	\$ 12,740.00	\$ 4,128.00	\$ 9,818.00
Henrico County	\$ 53.27	\$ 63.17	\$ 73.06	\$ 10,895.00	\$ 10,178.00	\$ 4,937.00
King George County	\$ 99.32	\$ 115.93	\$ 132.54	\$ 19,845.00	\$ 19,494.00	\$ 6,130.00
Town of Louisa	\$ 71.66	\$ 71.66	\$ 85.51	\$ 12,500.00	\$ 13,921.00	\$ 6,697.00
Town of Mineral	\$ 61.90	\$ 78.75	\$ 95.60	\$ 12,000.00	\$ 16,862.00	\$ 8,003.00
Town of Orange	\$ 60.48	\$ 69.98	\$ 79.48	\$ 15,330.00	\$ 10,678.00	\$ 4,013.00
Powhatan County	\$ 64.47	\$ 77.81	\$ 91.15	\$ 12,200.00	\$ 13,951.00	\$ 7,000.00
Rapidan Service Authority	\$ 50.06	\$ 63.06	\$ 76.06	\$ 20,000.00	\$ -	\$ -
Spotsylvania County	\$ 39.30	\$ 51.73	\$ 64.16	\$ 13,350.00	\$ 17,155.00	\$ 10,868.00
Stafford County	\$ 57.23	\$ 67.33	\$ 78.82	\$ 10,400.00	\$ 11,825.00	\$ 5,128.00
Warrenton	\$ 32.56	\$ 47.60	\$ 62.64	\$ 15,750.00	\$ 15,592.00	\$ 5,859.00
Waynesboro	\$ 53.52	\$ 67.52	\$ 81.54	\$ 6,975.00	\$ 14,155.00	\$ 5,289.00
LCWA (current)	\$ 59.04	\$ 59.04	\$ 73.80	\$ 9,000.00.	\$ 14,760.00	\$ 5,890.00
LCWA (proposed)	\$ 55.92	\$ 72.56	\$ 89.20	\$ 9,000.00	\$ 16,646.00	\$ 6,713.43
Mean	\$ 58.61	\$ 69.62	\$ 82.79	\$ 13,212.18	\$ 14,099.48	\$ 6,380.48
Median	\$ 55.38	\$ 66.77	\$ 77.96	\$ 12,922.50	\$ 13,951.00	\$ 5,859.00
Mean w/o LCWA	\$ 58.59	\$ 70.12	\$ 83.22	\$ 13,412.76	\$ 14,066.45	\$ 6,405.00
Median w/o LCWA	\$ 53.52	\$ 67.33	\$ 78.82	\$ 13,105.00	\$ 13,291.00	\$ 5,574.00
DA W&S Rate Study - Avg.	\$ 60.39	\$ 72.04	\$ 85.02			
DA W&S Rate Study - Med.	\$ 58.36	\$ 70.46	\$ 81.56			

Some of the information above was provided by Mr. Robert Gore. Additional information was provided by Pam Baughman.



How do costs vs. revenue breakdown for operations of LCWA?

LCWA: Cost / Revenue per 1,000 gallons FY2019

Facility	Total Gallons Produced or Treated	Total Cost to Treat	Cost/1,000 gallons	Total Revenue Received	Revenue/1,000 gallons
Northeast Creek Water Treatment Plant	77,076,200	\$821,353	\$10.65	\$404,498	\$5.25
Regional Wastewater Treatment Plant	134,472,930	\$796,143*	\$5.92	\$820,623	\$6.10
Zion Crossroads Water System	54,269,320	\$241,593	\$4.45	\$380,766	\$7.01
Zion Crossroads Wastewater Treatment Plant	59,700,000	\$769,048	\$12.88	\$508,315	\$8.51
Central Louisa Combined (NEC & Regional)	211,549,130	\$1,617,496	\$7.64	\$1,225,121	\$5.79
Zion Combined (Water & Wastewater)	113,969,320	\$1,010,641	\$8.86	\$889,081	\$7.80
All Water	131,345,520	\$1,062,946	\$8.09	\$785,264	\$5.97
All Sewer	194,172,930	\$1,565,191	\$8.06	\$1,328,938	\$6.84
No Connection Fees / No Capital Expenses	325,515,450	\$2,740,701	\$8.41	\$2,280,569	\$7.00
LCWA Total	325,518,450	\$2,830,701	\$8.69	\$2,560,569	\$7.86

\*includes Louisa Regional Collection System.

Current Rates: Water: \$5.89/1,000 (last increase 07/01/2019 Sewer: \$8.87/1,000 (last increase 07/01/2019)

As of July 1, 2019, a residential customer using up to 4,000 gallons will pay \$59.04/month for a minimum combined water and sewer bill.

What funding requests has the Authority requested from the County for the past three years?

2017: \$425,000

- 1) County’s share of operations for the Louisa Regional Wastewater Treatment Plant \$225,000.
- 2) County’s share of the SCADA System for the Louisa Regional Wastewater Treatment Plant \$125,000.
- 3) Zion Crossroads Wastewater Treatment Plant UV Disinfection Structure Canopy \$75,000.

2018: \$730,000

- 1) Northeast Creek Water Treatment Plant Fall Protection Safety Upgrades \$40,000.
- 2) Zion Crossroads Wastewater Treatment Plant Fall Protection Safety Upgrades \$90,000.
- 3) County’s share of the Louisa Regional Wastewater Treatment Plant Fall Protection Upgrades \$100,000.
- 4) Bowlers Mill Dam Improvements FY2020-2039 \$250,000/year for the next seven years.
- 5) County’s share of the Louisa Regional Wastewater Treatment Plant Freshwater Ammonia Nitrogen upgrade spread over six years as follows: 2020-\$334,000, 2021-\$334,000, 2022-\$334,000, 2023-\$334,000, 2024-\$334,000, 2025-\$330,000.
- 6) County’s share of operations for the Louisa Regional Wastewater Treatment Plant \$250,000.

2019: \$1,160,000

- 1) County’s share of operations for the Louisa Regional Wastewater Treatment Plant \$275,000.
- 2) County’s share of the Louisa Regional Wastewater Treatment Plant Freshwater Ammonia Nitrogen upgrade spread over six years as follows: 2020-\$334,000, 2021-\$334,000, 2022-\$334,000, 2023-\$334,000, 2024-\$334,000, 2025-\$330,000.
- 3) Bowlers Mill Dam Improvements FY2020-2039 \$250,000/year for the next seven years.
- 4) Northeast Creek Water Treatment Plant Sludge Vacuum System \$250,000.
- 5) County’s share of the Louisa Regional Wastewater Treatment Plant Filter Building Modifications \$51,000.

2020:

- 1) Supplemental Appropriation for a SCADA System for Zion Crossroads Well System \$54,000.
- Other funding requests will be made later in 2020.

**Why do so many customers have dirty water complaints?**

The water source for the Zion Crossroads Service Area is from a well system. The only treatment on the well water is sodium-hypochlorite for disinfection.

The only way to remove silica and sediment from the well water is a Greensand Filtration System. The filters would need to be backwashed and regenerated as part of the operations process. The backwash and regeneration process creates a discharge that has to be treated at a wastewater treatment facility. There is currently no wastewater collection system at either well field location, which would include force main lines and pump stations to transmit the discharge to the Zion Crossroads Wastewater Treatment Plant. Additionally, a booster station would be required because the water flow from the wells would be restricted through the filtering system.

The cost for a Greensand Filtration System, collection system, pump stations and booster station would cost ~\$2,000,000.

**How did the LCWA Board of Directors derive at the proposed rate adjustments?**

Louisa County Water Authority has been working toward fiscal independence from the County of Louisa for several years at the Board of Supervisors request. Connection fees paid to the Authority should be set aside for large repairs, equipment replacement, system expansion and services expansion, but to date, connection fees are used in large part to pay for operations and maintenance of water and wastewater infrastructure across the County.

The intention of the rate adjustment is to lessen or eliminate the Authority’s dependence on connection fees to pay for operation and maintenance of infrastructure. If connection fees are removed from our revenue statement (\$566,520 for FY2020), the Authority would have experienced a shortfall of \$218,475.

The LCWA Board of Directors began looking at rates in November 2019, after the first quarter FY2020 revenue and expenditure numbers were finalized. The Board looked at several proposed budgets and began evaluating a shortfall of \$250,000. The Board uses a model that can be run by changing rates to determine the effect on revenues. As quarterly revenues and expenditures were monitored throughout the year, the Board began to dial down the projected shortfall to \$220,000-\$225,000. However, historically the Authority will only actually receive approximately 85% of any rate increase or adjustment. Which would drop anticipated revenue increases to \$187,000-\$191,250, instead of \$220,000-\$225,000.

The Board determined in order to close the shortfall gap, a 12% increase in water rates and 14% increase in sewer rates would need to be applied. The idea is if you use more you pay more, if you use less you pay less. The Board has also been working to help the most vulnerable customers, retired and disabled, with a reduction in the minimum monthly gallons. The reduction from 4,000 gallons per month to 3,000 gallons a month is intended to help those customers. The addition of a \$6.00/month Administrative Fee was to make up the revenue lost with the monthly reduction. Louisa County Water Authority has a total of 850 customers. Of those 850 customers ~330 use 4,000 gallons of water or less per month. Of the 330 customers using 4,000 gallons of water or less, ~180 use 3,000 gallons of water or less per month.

**Why does LCWA not provide a way to save sewer charges during the summer when water usage increases due to water plants, lawns, etc.?**

LCWA does provide a way for customers to save sewer charges during high-demand summer usage. (See below.)

Louisa County Water Authority: Irrigation Water Policy

Customers desiring an irrigation system supplied by public water have two options. They are, run the irrigation system off the main house meter, thereby incurring sewage charges, or to install a separate meter all together, eliminating sewage charges, yet incurring additional connection charges.

The option of installing a separate meter, owned and maintained by LCWA allows staff to insure they are in proper working order. Under sizing issues are eliminated, as flow demands are used to determine proper sizing, without respect to indoor demand. Additionally, the connection fees charged to establish these connections more accurately reflect the demand they are placing on the water supply, and more appropriately recover the costs the LCWA incurs in allowing irrigation systems to come on-line. Lastly, these separate meters allow for greater ease in monitoring consumption, and provide opportunity for placing limitations or restrictions on the use of irrigation water and potentially for adjusting the charges for such usage.

Existing irrigation systems with a 5/8 x 3/4 inch meter are not, at this time, required to install a separate tap and meter. These systems, however, are subject to review. If upon review it is determined that the increased peak demand placed on a 5/8” residential meter exceeds the normal operating limits of the main meter, then the customer will have to upgrade to a 1” main meter or install a separate irrigation meter. This customer will be subject to the incremental cost increase associated with upgrading to a 1” meter or all fees associated with installing a second meter.

All systems currently running irrigation through the main house meter, consequently paying sewage charges may continue to do so, provided the main meter is not under sized. It is recommended that if homeowners desire to avoid sewage charges, a separate tap and meter be required.

**How does regulations add to cost for water and sewer?**

The Authority is actively planning for or currently watching the progress of the following emerging regulatory mandates:

- 1. PFAS (Perfluorinated compounds, perfluoroalkyl acids, synthetic chemicals) **(emerging regulation)**
- 2. Safe Yield **(emerging regulation)**
- 3. Procurement **(always changing)**
- 4. SCC Rule Update Decision **(emerging regulation)**
- 5. New Pretreatment for any medical facilities, hazardous waste and reporting directly to EPA **(emerging regulation)**
- 6. Phase Three Watershed Implementation Plan. \*\*Released by Governor Northam\*\* **(actively planning) \$4,000,000**
- 7. Reassignment of Nitrogen and Phosphorous loading limits **(actively planning) cost to be determined**
- 8. Tank painting substantial increase in costs \$100,000/tank five in our system **(actively planning) \$500,000 annually**
- 9. OSHA Guidelines for Fall Protection **(actively planning) \$230,000**
- 10. DOLI Regulation for work place safety due to COVID-19 **(actively planning) minimal cost**
- 11. Dam Safety Upgrades to meet DCRS regulation **(actively planning) \$4,000,000 - \$6,000,000**
- 12. Ammonia-Nitrogen reduction, currently targeting a 50% reduction **(actively planning) \$4,000,000**

**Pam Baughman**

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**From:** Steve Shapiro <shapirost@aol.com>  
**Sent:** Sunday, July 26, 2020 2:15 PM  
**To:** Pam Baughman  
**Subject:** Fwd: Proposed Water rate increase

CAUTION: External email

One correction to my email, the number 3379 should be 3243.

Sent from my iPhone

Begin forwarded message:

**From:** Steve Shapiro <shapirost@aol.com>  
**Date:** July 26, 2020 at 2:05:57 PM EDT  
**To:** pbaughman@louisa.org  
**Subject:** Proposed Water rate increase

I am writing to provide my input regarding the subject increase. The letter provided to homeowners doesn't provide a justification for the rate increase that is supported by any data comparing operating costs/reserves etc to the income generated by the fee increase. Rather, the justification is simply supported by generalizations including "The result will be a fairer and more balanced rate schedule for everyone."

Since according to the last Census the average household in Louisa is 2.25 and the average water usage (according to the USGS) in Louisa is 47 gallons a day, in an average month of 30.67 days the water consumption is 3379 gallons. Accordingly, the average person's bill will go up. It appears the only households that would see a reduction are single person households and some two persons households and the majority of households will see an increase.

There should be full transparency regarding just how many people will actually have a decrease as well as documented support to justify the necessity and appropriateness of the rate changes.

Steven Shapiro  
20 Timber Ridge Court  
Zion Crossroads, VA 22942

Sent from my iPhone

**Pam Baughman**

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**From:** Darrell Critzer <no-reply@ruralwaterimpact.com>  
**Sent:** Sunday, July 26, 2020 3:54 PM  
**To:** Pam Baughman  
**Subject:** New Website Contact - Hike in water prices

CAUTION: External email

You have received the following Customer Contact Submission Form from your website.

---

Date: Jul 26, 2020 2:54:27PM

Contact Name: Darrell Critzer

Email: darrell.critzer@yahoo.com

Phone: U

Account Number:

Service Address: 172 heritage drive

Department: Customer Support

Subject: Hike in water prices

Comments:

The proposed increase in water prices is absolutely absurd. These are already the highest prices around. Prices are 2/3 lower in other counties. I have 4 children it is absurd to think 3000 gallons a month is ok.

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Sent from [www.louisacountywaterauthority.org](http://www.louisacountywaterauthority.org)

Sender's IP address 73.147.57.224

**Pam Baughman**

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**From:** Lawrence Williams <no-reply@ruralwaterimpact.com>  
**Sent:** Monday, July 27, 2020 3:58 PM  
**To:** Pam Baughman  
**Subject:** New Website Contact - Rate Hike

CAUTION: External email

You have received the following Customer Contact Submission Form from your website.

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Date: Jul 27, 2020 2:58:28PM

Contact Name: Lawrence Williams

Email: lfwilliams908@gmail.com

Phone: 5404095937

Account Number: 000824

Service Address: 235 Cottage Ct Zion Crossroads

Department: Customer Support

Subject: Rate Hike

Comments:

This very high increase is wrong on many levels. We are in a period of high unemployment and facing a possible recession. Since more persons are working from home, water usage and the water tax will be higher, leading to an even bigger increase in our bills. Families with children will be hit the hardest. I just installed a whole house water filter, a hefty \"tax\", since water quality is so poor and we are no closer to the improvements we were promised.

---

Sent from [www.louisacountywaterauthority.org](http://www.louisacountywaterauthority.org)

Sender's IP address 73.147.57.129

RECEIVED JUL 29 2020

Louisa County Water Authority  
23 Loudin Lane  
Louisa, VA 23093

July 27, 2020

Dear Sir/Madam

I received the Water Authority's notice of Public Hearing concerning proposed substantial rate increases for service in my July water bill. A quick calculation of my current billing month usage indicates a 23% price increase under the proposed rates. I have reviewed the Louisa County Water Authority web site and can find no current financial information available to the public on that site.

I reviewed the Water Authority Fiscal Improvement Plan from 2011 that is available on the web site and understand at the time of the study the Water Authority was operating at a deficit and receiving subsidy from the county tax base. As a result of that plan, rates were increased by approximately 45% in the 2012 timeframe and again by approximately 23% (at 4,000 gal usage) in the time between 2012 and present. The historical increases compound to 79% in rate increases in 2012-2020. The proposed rate increase will bring the total rate increase (at 4,000 gallons) to 120% (\$33.00 to \$72.56) since 2011. CPI-U since Jan 2012 has increased by approximately 14%.

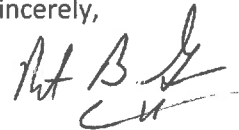
The Water Authority has an obligation to the Council and to the rate payers to transparently demonstrate the need for such a substantial rate increase. The increase may be well justified, but that justification is unavailable for us to see. I request the following information be made available for review prior to the public hearing and a summary presentation of these items as part of the public hearing to facilitate and informed discussion on the topic:

1. Three years of historical financial information (Income Statements, Balance Sheets and Statements of Cash Flow) demonstrating the financial operating results of LCWA over that time period.
2. Notes to the financial statements highlighting and explaining any extraordinary items included or excluded from the results. These notes should highlight and quantify any subsidies still being received from the county tax base.
3. Pro forma financials or projected budgets both with, and without, the proposed rate increases.
4. Notes to the pro forma / budget figures explaining any extraordinary items included or excluded from the plan and identification of any discretionary expenses or capital expenditures included in the plan. These notes should highlight and quantify any subsidies still being received from the county tax base.
5. How many residential customers (in average month) currently fall within the minimum (4,000 gal) usage tier? How many customers (in average month) will fall within the new (3,000 gal) minimum tier?

6. Some description and quantification of the financial impact of any additional regulatory requirements incurred by the Water Authority since the last rate increase.
7. Some description and quantification of the financial impact of the (as yet) failed James River water project incurred by the Water Authority.

As you should expect, the discussion of this topic within the neighborhood has been overwhelmingly negative. Some solid quantification of the need for the rate increase being shared before the public hearing will reduce some of the resistance and may build some support among the rate payers if we see and understand the necessity of such a substantial increase.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Gore", with a horizontal line extending from the end of the signature.

Robert B. Gore  
23 Hemlock Pl  
Zion Crossroads, VA 22942

CC: Robert F. Babyok, Jr. – Chairman, Louisa County Board of Supervisors





County of Louisa, One Woolfolk Avenue, Suite 301, Louisa, VA 23093  
(540) 967-3400 ~ Toll Free (866) 325-4131 ~ Fax (540) 967-4587

## FREEDOM OF INFORMATION ACT REQUEST FOR RECORDS

Name of Requestor: Robert Gore

Address: 23 Hemlock Pl Zion Crossroads, VA 22942

Phone: 703-405-3946 Fax: \_\_\_\_\_ Email: ben.gore@comcast.net

Request Date: July 29, 2020 Please fill out the information below and mail/email to:

FOIA Officer

Attn: Louisa County Administrator [FOIA@louisa.org](mailto:FOIA@louisa.org)

One Woolfolk Avenue, P.O. Box 160

Louisa, VA 23093

**Submit via email**

### REQUESTED INFORMATION:

Please specify below the specific records which you are requesting, including Tax Map and Parcel numbers for land records. *Note that FOIA requests are only for existing information.*

1. Three years of historical financial information (Income Statements, Balance Sheets and Statements of Cash Flow) demonstrating the financial operating results of LCWA
  2. Notes to the financial statements highlighting and explaining any extraordinary items included or excluded from the results. These notes should highlight and quantify any subsidies still being received by LCWA from the county tax base.
  3. LCWA Pro forma financials or projected budgets both with, and without, the proposed rate increases.
- Continued on attached page

By submitting this request I am aware that State Law allows the County of Louisa five (5) business days to respond to a request for information. The County of Louisa is allowed to charge me for the cost of accessing, searching, supplying and duplicating requested records. If the charge for providing the requested records is likely to exceed \$200, I will be required to pay a deposit in advance up to this amount. Costs may include: printed copies @ .10 cents per page, hourly staff pay rate, standard USPS postage rate, and \$2 for CD disc.

I agree to pay this cost but wish to receive an estimate of the cost first if it exceeds \$ 75.00

[Signature] July 29, 2020  
REQUESTOR SIGNATURE DATE

### OFFICE USE ONLY

Date Received:	Received By:	
Date Completed:	Date Information Sent:	
Cost:	Date Paid:	Cash/Check:
Notes:		

Information Request - continued

4. Notes to the LCWA pro forma / budget figures explaining any extraordinary items included or excluded from the plan and identification of any discretionary expenses or capital expenditures included in the plan. These notes should highlight and quantify any subsidies still being received from the county tax base.
5. How many LCWA residential customers (in average month) currently fall within the minimum (4,000 gal) usage tier? How many LCWA customers (in average month) will fall within the new (3,000 gal) minimum tier?
6. Some description and quantification of the financial impact of any additional regulatory requirements incurred by the Water Authority since the last rate increase.
7. Some description and quantification of the financial impact of the (as yet) failed James River water project incurred by the Water Authority.

**Pam Baughman**

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**From:** Russ Bahorsky <rbahorsky@gmail.com>  
**Sent:** Thursday, July 30, 2020 3:57 PM  
**To:** Pam Baughman  
**Subject:** Questions for LCWA Aug. 12, 2020 Public Hearing

CAUTION: External email

Dear Ms. Baughman,

My wife and I would like to submit the following questions to the LCWA for consideration at the August 12, 2020 hearing:

1. In the county's press release of July 10, LCWA Chairman Judson Foster is quoted as saying "The result [of the rate changes] will be a fairer and more balanced rate schedule for everyone." Considering that the USGS estimates that an average family of four uses approximately 10,800 gallons per month, it seems that very few households could possibly take advantage of the savings they would realize by reducing their usage to less than 3,000 gallons per month. In other words, the phrase "fair and balanced" seems disingenuous if all the plan does is effectively raise the rates for the average household. Wouldn't a fair plan be one that places the additional burden on those whose water use is excessive rather than on those whose water use would be considered normal?
2. According to the U.S. Bureau of Labor Statistics, the unemployment rate in Lousia County has held steady over the last several years at approximately 2-3%. This year the unemployment rate has increased more than 200%, going from 3.2% in March to 7.1% in June. Given the impact the coronavirus pandemic has had on the economic well-being of county residents, do you think this is the best time to propose a rate increase that will add an additional burden to those households affected by economic uncertainty? Wouldn't it be better to wait until unemployment numbers in the county begin to show signs of recovery?

Thank you,

Russ Bahorsky and Kelly Feltault  
428 Appalachian Lane (Spring Creek)  
Gordonsville, VA 22942

**Pam Baughman**

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**From:** Lawrence Alpern <h2omelon1@verizon.net>  
**Sent:** Thursday, July 30, 2020 5:25 PM  
**To:** Pam Baughman  
**Subject:** Public Hearing August 12, 2020

CAUTION: External email

Please read the following remarks into the record on August 12, 2020.

Lawrence Alpern  
Spring Creek  
389 Appalachian Lane  
Zion Crossroads, VA 22942-7020  
540-406-5083 (home)

I never had such poor water quality and high water/sewer rates as I have in Louisa County. The water is very hard from minerals, sometimes discolored and sometimes it has an odor. The current rates are high and should not be raised.

My recommendations:

- 1) Maintain the current usage billing of a 3000 gallon minimum and current rate schedule with no increase without first demonstrating the need for such an increase.
- 2) Have a uniform billing cycle from a minimum of 28 days to a maximum of 31 days and no longer.
- 3) The proposed administrative fee is unnecessary since we don't have that now. It should not be approved. It appears to be a new way to generate more funds from customers regardless of usage.
- 4) Eliminate the convenience fee for credit card payments.
- 5) Create a system for accepting electronic bank payments without a fee.
- 6) The proposed double-digit percentage increase is excessive and is being proposed at a very inopportune time. I believe that the proposed rates are intentionally excessive so as to be used as a negotiation tactic. The entire proposal should be rejected.
- 7) Lastly, there is no information on the website or anywhere else about current and projected budgets. This information needs to be made public along with transparency of all income and expenditures.

**Mr. & Mrs. Dennis Barnett**  
**149 Blackberry Place**  
**Zion Crossroads, VA 22942-8111**

July 27, 2020

Mr. Judson Foster  
Louisa County Water Authority  
23 Loudin Lane  
Louisa, Virginia 23093

Re: Feedback for August 12, 2020 Public Hearing on Rate Schedule Changes

Dear Mr. Foster:

I am a LCWA customer (acct# 000779) and want to take advantage of this opportunity to provide some feedback to the proposed changes to the current rate schedule and in particular share my concerns about the varying lengths of your billing cycle and their effects on billed water consumption. In this letter I will refer mostly to the billing cycle and not to monthly usage because the wide variation of days in your billing does not reasonably represent a month.

We (my wife and I) have been a customer since September of 2016 and have averaged 2,364 gallons usage per billing cycle from September 2016 until present. I can see the basic idea of a more equitable billing practice in reducing the minimum billing amount. Use less - pay less. Use more - pay more. However, I believe you should provide justification for increases so a better understanding of the need can be attained.

I reviewed our last 30 bills and found that we never exceeded 3,950 gallons per billing cycle and only exceeded 3,000 gallons three times in this period. Thus, a change to 3,000 gallon minimum billing is more suited to my usage and can afford me a small savings. Why should I pay for water each billing cycle that I did not use? However, I noticed that all three times we exceeded 3,000 gallons usage per billing cycle the days in the cycle were 33 days or more. Also, in two of the cases the long day cycles followed very short day cycles. In fact, the billing cycle we were billed for 3,950 gallons was 34 days long and was preceded by a billing cycle usage of 1,900 gallons with a 24 day long period. No wonder my 6/20 bill usage was so high. The cycle was 10 days longer than the 05/20 cycle. In the last 30 billing cycles, the cycle lengths ranged from 24 days to 35 days. A short cycle followed by a very long cycle happened at least 5 times in the last 30 bill period. This causes abnormally high metered usage and is unreasonable. If you plan to continue to bill with minimum usages you must reduce the variation in the length of the billing cycle to make this fair to all and not artificially inflate some bills with exceedingly long day cycles. CVEC does a much better job in keeping billing cycle lengths

consistent. CVEC only varied from 28 to 32 days per billing cycle using the last 30 bills I received. CVEC had 87% (26 of 30) billing cycles of 30-32 days in length whereas LCWA had only 33% (10 of 30) billing cycles of 30-32 days in length.

A table of the actual billing cycle days of my last 30 bills received from LCWA and CVEC is shown below.

LCWA LAST 30 BILLING CYCLES			
Feb 2018 - Jul 2020			
Cycle Days	Frequency	Cycle Days	Frequency
24	1	30	5
25	1	31	3
26	1	32	2
27	0	33	3
28	5	34	3
29	3	35	3

CVEC LAST 30 BILLING CYCLES			
Feb 2018 - Jul 2020			
Cycle Days	Frequency	Cycle Days	Frequency
24	0	30	13
25	0	31	9
26	0	32	4
27	0	33	0
28	1	34	0
29	3	35	0

Please consider reducing the variation in billing cycle length to that of CVEC or better. Otherwise, you may be unfairly inflating some bills and you will be grossly overcharging some accounts for water usage.

I also hope that the new \$6.00/mo. administrative fee will enable the LCWA to use electronic transfer of funds to pay bills. The present system is slow and archaic. Please move into at least the twentieth century.

Thank you for your consideration,



Dennis Barnett

cc: Robert Babyok - Green Springs County Supervisor (via email)

July 30, 2020

Board of Directors  
Louisa County Water Authority  
23 Loudin Lane  
Louisa, Virginia 23093

Subject: Proposed 2020 Rate Increases

I am writing in reference to the proposed rate adjustments included with our July water/sewer bills. I would like to go on record to object to these excessive rate increases as we are already paying a high amount for poor quality water. As a resident of the Spring Creek development for 6 years, we have found the water quality to be poor often receiving brown colored water from our taps plus needing to remove and clean shower heads weekly until we were forced to pay over \$3,000 for installation of a home filtration system to mitigate the problem, and now annual maintenance costs, since the Water Authority could not correct the problem. Many in the area are still experiencing these problems unless they buy a filtration system for their homes. Yet we are being asked to pay higher rates than other localities and, now with the proposed rate increase, an even higher rate for poor service.

Concerning the proposed rate structure, we now pay a minimum of \$59.04 for 4,000 gallons and under usage. The new rate structure reduces the minimum to 3,000 gallons. While reducing the minimum water and sewage fees for 3,000 gallons but adding the \$6.00 processing fee, the minimum payment becomes \$55.92 for 3,000 gallons or only \$3.12 less than the minimum we were paying for 4,000 gallons. At 4,000 gallons, the current \$59.04 charge becomes \$72.56, a nearly 23% increase, which is unacceptable especially given the water quality and the need to install/maintain our own personal water filtration systems. Usage over the original 4,000 minimum will result in even greater costs than now currently required.

Another impact on our water bills is inconsistent meter readings. As examples, in January, 2020, our bill was based on a reading in 29 days, while the February, 2020 bill was based on 35 days. Other examples in the past few years reflect readings after 25 days one month, 35 the next; 23 days one month, 34 the next; or 28 days one month, 34 the next. These inconsistent readings cause a 2 person family like ours, which generally use under the current 4,000 gallon minimum, to pay the minimum one month and go over the next resulting in more funds for the Water Authority.

Finally, there is no allowance for reducing sewage charges during the summer when water usage increases due to watering plants, lawns, etc. This water does not go into the sewage system nor require treatment. In other localities, the summer sewage usage is based on winter water usage. The Water Authority charges for sewage regardless of how the water is used. Again, increasing costs to the home owners to the benefit of the Water Authority.

In summary, we are already paying a high cost for water/sewage service, and for water quality that is suspect given the brown colored water people experience unless they also pay for a home water filtration system. The costs are worsen by inconsistent meter readings and being charged for sewage fees during the summer months when water is being used for lawns, plants, etc. and not going into the sewage system. These factors make the proposed rate increases, which just went up last year in 2019, unacceptable.

Sincerely,



Gary Lee  
411 Appalachian Lane  
Zion Crossroads, Virginia 22942



II. Consent Agenda (Summary)

2. Approval of the minutes:

A. July 10, 2020 – Regular Business Meeting

The Secretary / Treasurer mistakenly sent the incorrect draft minutes on Tuesday, July 14, 2020. Mr. Foster asked if it was the “right document?” The Secretary / Treasurer sent the correct draft minutes on Tuesday, July 14, 2020. No further comments were received.

3. Treasurer’s Report:

A. Operations & Maintenance (O & M Report) – July 2020

The Authority’s revenues exceeded expenditures by \$78,388 for the month of July 2020. The Authority has a positive cash flow of \$78,388 for FY2021 through July 2020. The Operations & Maintenance Report gives a listing of where the revenue came from and the total expenditures for the month.

B. Approval of the Operation & Maintenance (O & M) Disbursements – July 2020

The disbursements listing for the month of July 2020 provides a listing of the expenditures for the month.

July Noteworthy expenses:

- Absolute Plumbing for ZCWWTP influent wet well clean out, CK#7999, \$1,020.
- Dewberry Engineering for bench scale testing at ZCWWTP, CK#8010, \$1,669.
- Southern Corrosion for water tank maintenance contract services, CK#8023, \$3,620.
- SUEZ for ZCWWTP circuit board sensor, CK#8025, \$4,084.
- VRSW annual insurance renewal, CK#8035, \$40,846.
- APEX Electrical Services, Inc. for electrical work for security fence and replacement of lighting on the maintenance building, CK#8062, \$5,113.
- EECO for ZCWWTP for a module, CK#8078, \$1,216.
- Fortiline for the pump station leak repairsCK#8082, \$1,089.
- HACH for ZCWWTP supplies, CK#8083, \$1,206.

C. Construction Fund

This is a money market account with Blue Ridge Bank where funds are help for construction projects.

July Disbursements:

Check #937 Louisa County Water Authority – Interest \$47.24.

Remaining Balances:

- \$5,939.91 - Repair & Maintenance Funds.
- \$7,480.40 – Regional WWTP Projects
- \$2,548.05 – Zion Crossroads WWTP improvements
- \$3,941.78 – Northeast Creek WTP Nanofiltration
- \$39,740.00 – Northeast Creel Fall Protection Upgrades
- \$44,358.82 – Zion Crossroads WWTP Fall Protection Upgrades
- \$86,348.84 – County’s share of Louisa Regional WWTP Fall Protection Upgrades
- \$75,425.33 – Town’s share of the Louisa Regional WWTP Fall Protection Upgrades
- \$116.00 – Zion Crossroads Well System SCADA

D. Fourth Quarter Fiscal 2020 Statements

The following documents make up the Fourth Quarter Fiscal 2020 Statements.

1. Louisa County Water Authority – Investments

The Louisa County Water Authority Investments Report is a listing of the Authority’s current investments. LCWA currently has two investments with the Virginia Investment Pool.

Fund Balance:

VIP Stable NAV Liquidity Pool	\$212,960
VIP 1-3 Year High Quality Bond	\$677,083
Total Fund Balance	\$890,043

Restricted funds:

Customer Deposit	\$82,488
Accumulated Regional Sewer Connection Fees (restricted)	\$63,017
Other Post-Employment Benefits	\$145,505

2. Regional Sewage Expense & Revenue

The Regional Sewage Expense and Revenue Report shows the revenue received for sewer services (LCWA customers and the Town of Mineral) less the expenses paid for the operation and maintenance of the Regional Sewage Collection System through the Fourth Quarter of FY 2020. The expenses do not include overhead or salaries of the operations staff.

The Regional Collection System Funds Report shows the connection fees paid to date less the sewer line extensions and improvements. An agreement was approved by the LCWA Board of Directors to retain these funds, but a signed copy has never been located. The historical practice has been to retain the funds for improvements or extensions of the Regional collection system.

Section three shows the fund account balances as of the end of the Fourth Quarter FY2020.

3. Northeast Creek: Paid Connection Fees and Allocations

The Northeast Creek Paid Connection Fees and Allocations Report shows the gallons of water allocated per month and connection fees collected to date. 59.39% of the water plant’s capacity has been sold. 9.31% of the County’s share of the Regional Sewage Treatment Plant’s capacity has been allocated. The last section shows the water used by month, broken down by the Town of Louisa, Town of Mineral and the Authority customers.

4. Zion Crossroads: Paid Connection Fees and Allocations

The Zion Crossroads Paid Connection Fees and Allocations Report shows the gallons of water allocated per month and the water connection fees collected to date. Approximately 36.15% of the total permitted well capacity has been sold; this breaks down into residential water 26.94% and commercial water 48.17%. 56.24% of the sewage treatment plant’s capacity has been sold. The Authority has received the certificate to operate for the expansion raising the capacity from .1MGD to .311MGD. The last section shows the water used by month broken down by commercial and residential customers.

5. Fourth Quarter Fiscal 2020 Statements

At the end of the fourth quarter, revenues exceed expenses by \$348,025. Revenues received reached 99% of the total budgeted amount and expenditures reached 88% of the total budgeted amount.

Notes are provided in the far right column to provide clarification.

LOUISA COUNTY WATER AUTHORITY  
OPERATION AND MAINTENANCE FOR July 31, 2020

OPERATING INCOME:

30600	WATER SALES: Public:	
	004 Louisa	\$22,869.65
	019 Mineral	<u>1,065.51</u>
		\$23,935.16
30110	Commercial	17,364.74
30150	Zion Water Sales	46,947.66
25010	Sewer Income	11,899.41
25020	Sludge Services	-0-
25030	Town of Mineral	7,050.49
25040	Zion Sewer Sales	62,105.57
25050	Septage Services	4,594.65
25060	LCWA Septage Profit	-0-
30700	Hook-Up Charges (Water)	2,500.00
31800	Hook-Up Charges (Sewer)	1,498.52
32000	Fishing Revenue	386.00
31000	STP = Town of Louisa	34,876.82
31500	STP = County of Louisa	10,838.65
32400	Other Revenues/late fees	170.00
32410	County of Louisa Supplemental Appropriation	-0-
32600	Connection Fees - Northeast Creek Service Area	-0-
32800	Zion Connection Fees	90,000.00
34000	ODEC Management Fee	2,500.00
35000	Raw Water Sales	-0-
33000	Interest Income (Includes Accrued Interest)	<u>845.35</u>
	TOTAL O&M INCOME	\$317,513.02
	EXPENDITURES*	<u>(239,125.48)</u>
	DIFFERENCE	\$ 78,387.54

\*includes \$28,138.52 or fica, federal and state withholding electronically transferred.

Louisa County Water Authority - O & M Cash Flow - July 31, 2020

	<u>Current Month</u>			<u>Year to Date</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenue:	\$278,504	\$317,513	(\$39,009)	\$278,504	\$317,513	(\$39,009)
Expenses:	\$278,504	<u>\$239,125</u>	(\$39,379)	\$278,504	<u>\$239,125</u>	(\$39,379)
Total:		\$78,388			\$78,388	

The total annual budget for FY2021 is \$3,342,050.

**Checking Account (O&M) - Wells Fargo - July 2020**

<b>Beginning Balance</b>	<b>\$144,427.16</b>
Receipts	343,502.92
Disbursements	177,042.16
Payroll	62,083.32
Bank Charges	155.00
Interest earned on account	2.18
Correct Check #8000	35.00
Transfer to Sewer M/M	5,250.00
Void Ck# 7850	150.00
<b>Ending Balance</b>	<b>\$243,516.78</b>

**Sewer M/M Account - Wells Fargo - July 2020**

<b>Beginning Balance</b>	<b>\$63,016.75</b>
Interest earned on account	0.58
Transfer from O & M Checking	5,250.00
<b>Ending Balance</b>	<b>\$68,267.33</b>

**Construction Account - Blue Ridge Bank - July 2020**

<b>Beginning Balance</b>	<b>\$265,947.37</b>
Interest earned on account	46.02
Disbursements	47.24
<b>Ending Balance</b>	<b>\$265,946.15</b>

**Virginia Investment Pool - Money Market (O &M) - July 2020**

<b>Beginning Balance</b>	<b>\$212,960.01</b>
Interest earned on account	59.94
<b>Ending Balance</b>	<b>\$213,019.95</b>

**Virginia Investment Pool - 1-3 (CD) - July 2020**

Initial Deposit	\$677,082.99
Interest earned on account	736.63
<b>Ending Balance</b>	<b>\$677,819.62</b>

Disbursements for  
Jul-20

Check	Account Name	Transfer	Amount
	VUPS (43000-\$140.45),(53000-\$140.46) Miss Utility		\$ 280.91
7971	Carrie Marquardt (23200) Deposit refund (218)		\$ 75.00
7972	Crossroads Land (23200) Deposit refund (951)		\$ 150.00
7973	FFC Properties (23200) Deposit refund (153)		\$ 150.00
7974	Kenneth & Deborah Murowski (23200) Deposit refund (383)		\$ 75.00
7975	Krissy Vick (23200) Deposit refund (201)		\$ 75.00
7976	Mike Dickenson (23200) Deposit refund		\$ 75.00
7977	Susan Watson (23200) Deposit refund (481)		\$ 75.00
7978-	ACH Payroll deposit 7/1-7/15/20		\$ 31,243.59
7998			
7999	Abolute Plumbing (70130) Water jet		\$ 1,020.00
8000	Aqua Air (42400-\$175.00),(60160-\$105.00),(60250-\$35.00) Samples		\$ 315.00
8001	Besley Implements (43000-\$14.95),(60120-\$67.97),(45900-\$8.66),(55900-\$8.66) Supplies		\$ 100.24
8002	Brenntag (42240) Chemicals		\$ 3,135.50
8003	Carter Machinery (70180) Service		\$ 659.67
8004	Central Va Electric (70370) Electric service		\$ 292.06
8005	Cintas (60200-\$105.11),(57520-\$32.72),(57630-\$149.31),(70240-\$189.06),(42200-\$69.24),(42110-\$93.11),(43010-\$88.63)(60200-\$84.09),(70120-\$70.51),(40100-\$86.55) Uniforms		\$ 815.00
8006	Comcast (45800-\$220.30),(46000-\$159.68) Internet, office phones		\$ 379.98
8007	Cornwell Engineering (42400) Samples		\$ 70.00
8008	County of Louisa (23950-\$1,350.00),(45210-\$269.26),(23550-\$309.59) Retirement		\$ 1,928.85
8009	County of Louisa (23700) Flexible benefits		\$ 204.16
8010	Dewberry Engineers (70110) Bench Scale Testing		\$ 1,669.00
8011	Dominion Energy (50200-\$341.33),(70100-\$275.97) Electric		\$ 617.30
8012	ESS ,(57510-\$1,089.50),(70110-\$1,034.75) Samples,		\$ 2,124.25
8013	Greg Madison (43000-\$280.00),(45900-\$267.81),(55900-\$267.82) Supplies		\$ 815.63
8014	Hach (70120) Supplies		\$ 214.62
8015	Louisa Auto Parts (43000) Supplies		\$ 29.99
8016	Louisa Hardware (70120-\$50.23),(57520-\$21.99) Supplies		\$ 72.22
8017	Lowes (60120-\$340.19),(70120-\$161.88),(60250-\$226.41),(42200-\$365.39) Supplies		\$ 1,093.87
8018	Main Street Supply (43000-\$270.10),(70120-\$85.56),(40200-\$19.46) Supplies		\$ 375.12
8019	Mansfield (45700-\$82.33),(55700-\$51.01),(45900-\$35.14),(55900-\$35.14),(70210-\$227.55) Fuel		\$ 431.17
8020	Mid-Atlantic Entry System (42280) Maintenance		\$ 351.00
8021	RedSail (45800) Maintenance		\$ 552.59
8022	Republic Services (70100) Trash service		\$ 259.35

8023	Southern Corrosion (42290-\$2,210.00),(60170-\$1,410.00) Tank maintenance		\$ 3,620.00
8024	Stanley Martin (23200) Deposit refund (960),(961),(963),(967),(969)		\$ 750.00
8025	Suez (70270) Sensor, Circuit board		\$ 4,083.66
8026	Time Disposal (57500) Trash service		\$ 75.00
8027	Town of Louisa (57500) Water		\$ 1,409.28
8028	Uline (57520) Gloves		\$ 53.60
8029	Univar (70150) Chemicals		\$ 1,775.04
8030	USABlueBook (57520) Supplies		\$ 153.01
8031	USI Insurance (47000-\$45.70),(57000-\$45.71) Consulting fee		\$ 91.41
8032	VITA (40100-\$2.12),(57500-\$ .88),(70100-\$ .45),(46000-\$ .14) Phone		\$ 2.71
8033	Verizon (45900-\$15.02),(55900-\$15.02),(40100-\$100.07),(60100-\$86.60),(70100-\$12.48) Phone		\$ 229.19
8034	Verizon Wireless (40100-\$83.12),(45900-\$43.71),(55900-\$43.72),(46000-\$60.11),(70100-\$162.50),(60100-\$45.05),(57500-\$85.89) Wireless phones		\$ 524.10
8035	VRSA (45500-\$32,467.00),(57670-\$8,379.00) Renewal		\$ 40,846.00
8036	VRWA (47000-\$175.00),(57000-\$175.00) Renewal		\$ 350.00
8037	Wayne Poore (60150) Water		\$ 438.89
8038	Xylem (42220) Rental		\$ 279.00
8039-	ACH Payroll deposit 7/16-7/31/20		\$ 30,839.73
8059			
8060	AIS Industrial Services (70270) Gearbox repairs		\$ 330.00
8061	Anthem Blue Cross Blue Shield (23500-\$3,329.80),(45620-\$13,174.20) Health insurance		\$ 16,504.00
8062	Apex Electrical (42150) Service		\$ 5,112.57
8063	Brenntag (42240) Chemicals		\$ 355.50
8064	Central Va Contractors (53000) Pump station HS		\$ 900.00
8065	Central VA Elec Coop (70310-\$50.20),(60250-\$58.08),(60100-\$1,008.26),(70250-\$74.14) Electric		\$ 1,190.68
8066	Chemtrade (57550) Chemicals		\$ 1,663.10
8067	Coeco-Valley Office Machines (45800-\$405.97),(70100-\$2.32) Copies		\$ 408.29
8068	Cole-Parmer (70120) Bottle amber		\$ 97.05
8069	Comcast (70100) Internet		\$ 96.90
8070	Community Motors (60140-\$29.23),(70210-\$101.67),(45700-\$60.70),(55700-\$60.70) Service		\$ 252.30
8071	Control Equipment (40200) Dechlorination tablets		\$ 159.43
8072	County of Louisa (45210-\$7,131.89),(23550-\$4,258.88),(45220-\$484.77),(23400-\$716.14),(45640-\$98.58) Retirement, Life & HIC		\$ 12,690.26
8073	County of Louisa (23550-\$309.59),(23950-\$1,350.00),(45210-\$269.26) Retirement		\$ 1,928.85
8074	County of Louisa (23700) Flexible Spending		\$ 204.16
8075	Crystal Springs (70120) Distilled water		\$ 20.72
8076	Dominion EnergyVirginia (40100-\$101.91),(45900-\$279.03),(50200-\$6.59),(60100-\$1,708.39),(70100-\$5,379.09),(80100-\$35.60) Electric service		\$ 7,510.61
8077	Donald B Rice Tire (70210) Tires		\$ 426.08
8078	EECO (70270) Module		\$ 1,216.00
8079	ESS (57510-\$816.50),(70110-\$671.00) Samples		\$ 1,487.50
8080	Fedex (42400) Samples		\$ 45.01

8081	Foley Material Handling (42300-\$453.00),(70270-\$453.00) Inspections		\$ 906.00
8082	Fortiline (50230) Supplies		\$ 1,088.52
8083	Hach (70120) Supplies		\$ 1,205.95
8084	Hajoca (70120) Repair kits		\$ 684.73
8085	Herbert Thompson (57650) Safety shoes		\$ 100.00
8086	Integral (45800) Utility bills		\$ 477.12
8087	Mansfield Oil (45700-\$73.72),(45900-\$20.20),(55700-\$60.66),(55900-\$20.20),(70210-\$130.78),(60140-\$101.88) Fuel		\$ 407.44
8088	Martin Marietta (43000) Gravel		\$ 141.32
8089	Minnesota Life (23410) Optional life		\$ 72.80
8090	Orange Madison (43000-\$39.99),(50230-\$47.00),(70180-\$484.49) Supplies		\$ 571.48
8091	Pam Baughman (46000) Cell phone		\$ 45.00
8092	Purcell Lumber (43000) Fence		\$ 518.32
8093	Rappahannock Electric (40100-\$3,564.29),(40200-\$524.60),(45900-\$183.05),(50200-\$45.84),(57500-\$4,929.69) Electric service		\$ 9,247.47
8094	Retaw Engineering (42240) Chemicals		\$ 892.50
8095	Staples (45800) Supplies		\$ 102.54
8096	The Standard (45660) Long term dissability		\$ 284.69
8097	Univar (57550) Chemicals		\$ 2,913.46
8098	USABlueBook (57520-\$159.09),(70120-\$243.82) Supplies		\$ 402.91
8099	VACORP (45660) Hybrid		\$ 115.25
8100	VDH (47000) Waterworks operation fee		\$ 2,786.30
8101	Verizon (57500) Phone		\$ 77.71
8102	Waypoint (70110) Testing		\$ 99.75
	FICA 7/15		\$ 12,024.01
	FICA 7/30		\$ 11,926.09
	Virginia Department of Taxation 7/15		\$ 2,108.36
	Virginia Department of Taxation 7/31		\$ 2,080.06
		\$0.00	\$239,125.48
	Total disbursements for July 2020		

Construction Fund - Blue Ridge Bank						
31-Jul-20						
Job Description	Revenue Received	Expenditures	Balance of funds			
Repair & Maintenance Funds	\$831,873.15	\$825,933.24	\$5,939.91			
Regional WWTP Bulk Chemical Storage and demo projects	3,298,320.74	3,290,840.34	7,480.40			
Zion Crossroads WWTP Improvements	1,231,862.51	1,229,314.46	2,548.05			
Northeast Creek WTP Nanofiltration	2,606,975.00	2,603,033.22	3,941.78			
Dechlor Facility Upgrades	111,694.00	111,694.00	0.00			
Northeast Creek Water Treatment Plant Fall Protection	40,000.00	260.00	39,740.00			
Zion Crossroads Wastewater Treatment Plant Fall Protection	90,000.00	45,641.18	44,358.82			
County's Share of Louisa Regional Wastewater Treatment Plant Fall Protection	100,000.00	13,650.16	86,349.84			
Town of Louisa's Share of Louisa Regional WWTP Fall Protection	89,075.49	13,650.16	75,425.33			
Zion Crossroads Wells SCADA	54,000.00	53,884.00	116.00			
Total Construction Fund Balance	\$27,634,513.55	\$27,368,613.42	\$265,900.13			
Current Month Disbursements - July 2020	7/15/2020	937	\$47.24	Interest earned on account \$47.24		
Louisa County Water Authority						



LOUISA COUNTY WATER AUTHORITY

INVESTMENTS

As of June 30, 2020

	AMOUNT	DEPOSIT DATE	ESTIMATED MONTHLY REVENUE	ESTIMATED SEMI-ANNUAL REVENUE	% OF INTEREST
VIP Stable NAV Liquidity Pool	\$ 212,960	03-07-18	\$ 69.21	\$ 415.27	.39%
VIP 1-3 Year High Quality Bond	\$ <u>677,083</u>	03-15-18	<u>331.01</u>	2/ <u>1,986.11</u>	1.76%
TOTAL INVESTMENTS	\$ 890,043		\$ 400.22	\$2,401.38	

1/ Invested \$400,000 with Virginia Investment Pool (VIP Stable NAV Liquidity Pool on March 7, 2018.

2/ Invested \$625,000 with Virginia Investment Pool (VIP 1-3 Year High Quality Bond fund) on March 15, 2018.

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REGIONAL SEWAGE EXPENSES AND REVENUE  
AS OF June 30, 2020  
(Fourth Quarter Fiscal 2020)

Sewage Revenues (Fiscal year to date)	\$219,902.03
Sewage Expenses (Fiscal year to date)	<u>59,301.06*</u>
Difference	\$160,600.97

REGIONAL COLLECTION SYSTEM FUNDS AS OF June 30, 2020

Total Sewage Connection Fees to June 30, 2020	\$161,850.00
Less Sewer Line Extension Costs	<u>98,833.25</u>
Balance Remaining of Sewer Connection Fees	\$ 63,016.75

ACCOUNT BALANCES AS OF June 30, 2020

O & M Checking Account Balance (Wells Fargo)	\$ 144,427.16
VIP Stable NAV Liquidity Pool	212,960.01
Sewer Money Market Account	63,015.75
VIP 1-3 Year High Quality Bond	677,082.99

\*does not include depreciation or salaries and benefits

SEWEXREV.DOC

NORTHEAST CREEK: PAID CONNECTION FEES AND ALLOCATIONS

Gallons of Water Allocated Per Month	Water Connection Fees Paid	Gallons Sewerage Allocated Per Month	Sewer Connection Fees Paid
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PRIOR TO March 2020

Municipal	(1) 15,000,000	436,840	n/a	n/a
Municipal	(2) 88,000	20,200	n/a	n/a
Commercial	2,728,000	373,997	2,232,000	161,850
	17,816,000	831,037	2,232,000	161,850

April 2020	-0-	-0-	4,000	5,250
May 2020	-0-	-0-	-0-	-0-
June 2020	-0-	-0-	-0-	-0-
TOTAL	17,816,000	831,037	2,236,000	167,100

(1) 500,000 gallons per day to Town of Louisa

(2) Town of Mineral Connections

(3) Mario Martinez sewer only connection

Available Monthly Cap.	30,000,000 (1MGD)	24,000,000 (.8MGD)
Capacity % Allocated	59.39%	9.31%

FOURTH Quarter FISCAL 2020 PRODUCTION  
(In Gallons)

	APRIL	MAY	JUNE	4 <sup>th</sup> Quarter
Total Retail	741,060	815,920	1,412,540	2,969,520
Municipal: Louisa	4,389,600	4,525,700	5,004,300	13,919,600
Mineral	145,300	76,400	331,400	553,100
TOTAL	5,275,960	5,418,020	6,748,240	17,442,220
% of Capacity	17.58%	18.06%	22.49%	19.38%

ZION CROSSROADS: PAID CONNECTION FEES AND ALLOCATIONS

	Gallons of Water Allocated Per Month	Water Connection Fees Paid	Gallons Sewerage Allocated Per Month	Sewer Connection Fees Paid
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PRIOR TO March 2020

Commercial (1)	3,648,000	1,126,200	2,600,000	1,020,250
Residential (2)	2,616,000	2,172,000	2,584,000	3,042,750
	6,264,000	3,298,200	5,184,000	4,063,000
April 2020 (3)	24,000	22,500	24,000	31,500
May 2020 (4)	16,000	15,000	32,000	27,750
June 2020 (4)	8,000	7,500	8,000	10,500
TOTAL	6,312,000	3,343,200	5,248,000	4,132,750

- (1) Zion Crossroads Commercial Connections
- (2) Zion Crossroads Residential Connections
- (3) Stanley Martin: Lot 39 Sec 02/F, Lot 37 Sec 01/E, Lot 21 Sec 02/F, Lot 22 Sec 02/F and Lot 40 Sec 02/F. Atlantic Builders: Lot 66A Sec 02/B.
- (4) Stanley Martin: Lot 23 Sec 02/F and Lot 24 Sec 02/F. Mark Vergales Lot 21 Sec 01/F. Atlantic Builders: Lot 40 Sec 01/F. Boxley Asphalt sewer connection.
- (5) Atlantic Builders: Lot 66 Sec 02/E and Lot 67 Sec 02/E.

Available Monthly Capacity: Res.	9,888,000	9,330,000
Available Monthly Capacity: Comm.	7,572,000	
Capacity % Allocated: Res.	26.94%	56.24%
Capacity % Allocated: Comm.	48.17%	

FOURTH QUARTER FISCAL 2020 PRODUCTION  
(In Gallons)

	April	MAY	JUNE	4 <sup>th</sup> Quarter
Total Residential	2,710,530	2,108,190	4,048,530	8,867,250
Total Commercial	1,763,990	1,153,400	2,178,210	5,095,600
TOTAL	4,474,520	3,261,590	6,226,740	13,962,850
% of Capacity - Res.	27.41%	21.32%	40.94%	29.89%
% of Capacity - Comm.	23.29%	15.23%	28.76%	22.43%

<p style="text-align: center;"><b>Louisa County Water Authority</b>  <b>Statement of Income</b>  <b>Fourth Quarter Fiscal 2020 - O &amp; M Budget</b></p>							
		2020 Revenue Budget		Year to Date 06-30-2020		% of Budget	
A/C #	A/C Name	WATER	SEWER	WATER	SEWER	WATER	SEWER
25010	Sewer Sales - Res. / Comm.		\$150,000		\$130,448		87%
25030	Town of Mineral - Sewer		74,000		89,454		121%
25040	Zion Sewer Sales		604,000		577,067		96%
25020	Sludge Services		3,000		0		0%
25050	Septage Services		80,000		52,548		66%
25060	LCWA Septage Income		650		0		0%
30600	Water Sales - Towns	\$305,000		\$280,231		92%	
30110	Water Sales - Res. / Comm.	185,000		150,640		86%	
30150	Zion Water Sales	500,000		429,945		86%	
30700	Hook-up Charges	12,000		12,550		105%	
32400	Misc. Revenue	9,500		7,309		77%	
32410	County of Louisa - Supp App.	0	0	0	0	0%	0%
32420	Lawsuit Settlement - JM Eagle	0	0	0	0	0%	0%
32000	Fishing Revenue	4,500		5,763		128%	
31000	Reg. STP - Town of Louisa		340,000		373,983		110%
31500	Reg. STP - County of Louisa		250,000		245,100		98%
31800	Reimb - Sewer Service		2,500		8,252		330%
32300	Grant Income	0		0			0%
33000	Interest Income	20,000		29,433		147%	
34000	ODEC - Maintenance	30,000		30,000		100%	
35000	Raw Water Sales	3,500		3,354		96%	
32800	ZC - Connection Fees	164,850	261,550	239,250	311,250	145%	119%
32600	NEC - Connection Fees	10,000		16,000		160%	
		\$1,244,350	\$1,765,700	\$1,204,475	\$1,788,102	97%	101%
		\$3,010,050		\$2,992,577		99%	

Louisa County Water Authority							
Statement of Expenses							
Fourth Quarter Fiscal 2020 - O & M Budget							
A/C #	A/C Name	2020 Expense Budget		Year to Date 06-30-2020		% of Budget	
		WATER	SEWER	WATER	SEWER	WATER	SEWER
	<b>Salaries &amp; Benefits</b>						
45100	Salaries	\$537,000	\$585,000	\$498,815	\$543,402	93%	93%
45110	Overtime	15,000	15,000	13,818	13,818	92%	92%
45120	Holiday	30,000	30,000	39,375	39,375	131%	131%
45210	Retirement	45,000	50,000	38,774	43,082	86%	86%
45220	Life Insurance	2,800	3,100	2,650	2,935	95%	95%
45610	Employers Fica	42,000	46,000	40,218	44,048	96%	96%
45620	Health Insurance	80,000	87,000	81,015	88,103	101%	101%
45640	Retiree Health Care Credit	900	1,000	712	791	79%	79%
45650	Awards Program & Annual Picnic	1,000	1,000	564	564	56%	56%
45660	Long Term Disability	2,200	2,200	2,399	2,399	109%	109%
	Total Salaries & Benefits	\$755,900	\$820,300	\$718,340	\$778,517	95%	95%
	<b>Overhead</b>						
45500	Insurance	\$18,000	\$18,000	\$16,062	\$16,062	89%	89%
45800	General Office Expense	15,000	15,000	15,930	15,930	106%	106%
45810	Bank Fees	1,800	1,800	836	836	46%	46%
46000	Telephone Expense	2,000	2,000	1,486	1,486	74%	74%
46400	Bad Debts Expense	1,200	1,200	290	290	24%	24%
47000	Miscellaneous Expenses	4,500		2,761		61%	
47100	Board Member Fees	8,400		8,400		100%	
47200	Annual Audit	8,500		8,275		97%	
47300	Legal Expenses	7,500	7,500	0	0	0%	0%
	Total Overhead	\$66,900	\$45,500	\$54,040	\$34,604	81%	76%
	<b>Laurel Hill</b>						
40200	Operation of Laurel Hill	\$5,000	\$5,000	\$2,868	\$2,868	57%	57%
	Total Laurel Hill	\$5,000	\$5,000	\$2,868	\$2,868	57%	57%
	<b>Water Distribution NEC WTP</b>						
43000	O & M Distribution - Water	\$20,000		\$15,573		78%	
43010	Uniforms	1,500		1,170		78%	
43020	Safety	500		1,097		219%	
43200	Distribution Repairs Expense - Water	10,000		7,723		77%	
45700	Transportation Expense - Water	10,000		4,592		46%	
45900	O & M General Property - Water	8,000		10,782		135%	
	Total Water Distribution NEC WTP	\$50,000		\$40,937		82%	
	<b>Northeast Creek WTP</b>						
40100	Utilities	\$60,000		\$63,720		106%	
42100	Calibration	15,000		9,083		61%	
42110	Uniforms	2,200		1,016		46%	
42200	Supplies	23,000		9,454		41%	
42210	Generator	2,000		0		0%	
42220	Equipment Rental	1,000		594		59%	
42230	Equipment	10,000		5,404		54%	
42240	Chemicals	64,000		47,685		75%	
42250	VPDES Permit Renewal	600		0		0%	
42270	Training	3,000		0		0%	
42280	Building Maintenance	4,000		271		7%	
							Security Gate deposit

42290	Tank Maintenance	25,000		26,520		106%		
42300	Equipment Maintenance	10,000		1,183		12%		
42310	Miscellaneous Expenses	2,000		71		4%		
42330	Legal	2,000		0		0%		
42120	Safety	1,000		2,299		230%		
42130	Ops. Improvements (Disinfection byproducts)	8,000		0		0%		
42400	Outside Analytical Services	30,000		23,319		78%		Giardia and Cryptosporidium samples.
46200	Fishing / Reservoir Expense	1,500		834		56%		
	Total Northeast Creek WTP	\$264,300		\$191,453		72%	.	
	<b>Regional Collection System / Pump Stations</b>							
50200	Utilities		\$12,000		\$9,078		76%	
50210	SCADA		3,000		2,341		78%	
50220	Bio-Remediation		10,000		0		0%	
50230	Pump Station Maintenance		15,000		12,330		82%	
53000	Sewer Collection System Maintenance		5,000		10,838		217%	Sewer Connections (more than anticipated in central system)
55700	Transportation Expense - Sewer		10,000		6,333		63%	
55900	O & M - General Property - Sewer		8,000		5,117		64%	Equipment repairs.
57000	Miscellaneous Expenses		4,500		3,858		86%	
57100	Board Member Fees - Sewer		8,400		8,400		100%	Paid for the year.
57200	Safety		500		1,006		201%	
	Total Regional Collection System / Pump Stations		\$76,400		\$59,301		78%	
	<b>Regional Wastewater Treatment Plant</b>							
57500	Utilities		\$95,000		\$124,181		131%	
57510	Consulting / Lab Testing		65,000		45,756		70%	
57520	Supplies		28,000		10,539		38%	
57530	Bio-Solids		2,000		0		0%	
57540	Permit Fees		6,000		3,875		65%	Paid for the year.
57550	Chemicals		65,000		40,489		62%	
57560	Calibration		8,000		3,535		44%	
57570	Equipment		15,000		8,688		58%	
57580	Generator		5,000		2,237		45%	
57590	Miscellaneous Expenses		1,000		21		2%	
57600	Training		4,000		1,445		36%	
57610	Legal		3,000		0		0%	
57620	Facilities Maintenance		20,000		9,420		47%	
57630	Uniforms		3,500		2,460		70%	
57640	Equipment Maintenance		60,000		33,748		56%	
57650	Safety		5,000		1,711		34%	
57660	Grease & Oil		3,000		0		0%	
57670	Insurance		7,800		9,362		120%	Paid for the year.
	Total Regional Wastewater Treatment Plant		\$396,300		\$297,467		75%	
	<b>Zion Water Expenses</b>							
60100	Utilities	\$22,000		\$28,372		129%		
60110	Miscellaneous Expenses	250		3		1%		
60120	Maintenance	10,000		15,681		157%		
60130	Chemicals	3,000		0		0%		
60140	Transportation	3,000		1,927		64%		
60150	Water Purchase - Poore Wells	1,000		4,158		416%		Poore Wells in use more since pump replaced in Poore Well #2.
60160	Outside Analytical Services	2,500		11,177		4%		
60170	Tank Maintenance	20,000		16,920		85%		
60180	Metals	0		0		0%		
60190	Equipment	10,000		12,453		125%		Two well pumps replaced, one more than anticipated.
60200	Uniforms	1,500		1,299		87%		
60210	Safety	500		525		105%		

60220	SCADA	2,000		3,852		193%	
60230	Generator	3,000		0		0%	
60240	Distribution Repairs Expense	10,000		34,970		350%	Continuing the meter replacement program and well pump replacement.
60250	Ferncliff Water	3,000		1,513		50%	
	Total Zion Water Expenses	\$91,750		\$132,850		145%	
	<b>Zion Sewer Expenses</b>						
70100	Utilities		\$80,000	\$74,916		94%	
70110	Consulting		60,000	61,722		103%	
70120	Supplies		40,000	29,338		73%	
70130	Sludge		5,000	1,083		22%	
70140	Permit Fees		4,000	3,310		83%	Paid for the year.
70150	Chemicals		45,000	34,320		76%	
70160	Calibration		15,000	9,604		64%	
70170	Equipment		10,000	5,105		51%	
70180	Generator		10,000	4,346		43%	
70190	Miscellaneous Expenses		1,000	0		0%	
70200	Training		6,000	1,273		21%	
70210	Transportation		7,000	5,484		78%	
70220	Equipment Rental		5,000	1,571		31%	
70230	Legal		2,500	0		0%	
70240	Uniforms		3,500	2,451		70%	
70250	Wal*Mart Pump Station		12,000	2,452		20%	
70260	Collection System Maintenance		10,000	3,143		31%	
70270	Equipment Maintenance		35,000	35,877		103%	
70280	Facilities Maintenance		15,000	25,001		167%	Lightning strike abatement and lightning rod system.
70290	Safety		5,000	2,697		54%	
70300	Grease & Oil		3,500	209		6%	
70310	Outfall - Utilities		5,000	1,369		27%	
70320	Outfall - Road Maintenance		3,000	1,737		58%	
70330	Outfall - Facilities Maintenance		10,000	10,514		105%	
70340	Outfall - Equipment Maintenance		5,000	4,139		83%	
70350	Outfall - Chemicals		5,200	0		0%	
70360	Outfall - Generator		2,500	0		0%	
70370	Ferncliff - Pump Station		8,500	4,898		58%	
70380	Stonegate - Pump Station		8,500	1,591		19%	
	Total Zion Sewer Expenses		\$422,200	\$328,150		78%	
	<b>Bowlers Mill</b>						
80100	Utilities	\$5,000		\$2,510		50%	
80110	Miscellaneous Expenses	3,000		65		2%	
80120	Generator	2,500		582		23%	
	Total Bowlers Mill	\$10,500		\$3,157		30%	
	<b>Repair and Replacement of Capital Equipment</b>						
90110	Repair and Replacement of Capital Equipment	\$0	\$0	\$0	\$0	0%	0%
	Total Repair and Replacement of Capital Equipment	\$0	\$0	0	0	0%	0%
		\$1,244,350	\$1,765,700	\$1,143,645	\$1,500,907	92%	85%
		\$3,010,050		\$2,644,552		88%	



On Tuesday, July 14, Governor Northam made the following announcements in regards to Virginia's COVID-19 response.

- Data: Governor Northam said Virginia has not seen the spike in cases that other states have seen, but we are seeing some troubling numbers, particularly in Hampton Roads. Virginia's 7-day trend in cases is rising. Governor Northam noted that we are up to 17,000 tests per day. Virginia's percent positivity is 6.8 percent. Specifically, the number of cases is rising in the Eastern Region of the state, where the percent positivity is over 10 percent. Governor Northam said we are not seeing spikes like Florida and Texas are seeing, but noted that we don't live in a vacuum.
- New Actions: Governor Northam announced several actions the administration is taking to help prevent the spread of the virus.
  - Governor Northam has asked the local health team in Hampton Roads for their recommendations on actions to stop the spread of the virus, which he is reviewing.
  - Governor Northam said the first step is stronger enforcement of the existing regulations.
    - Health Commissioner Norm Oliver is sending a letter to health district directors reminding them of their authority to enforce face coverings and physical distancing regulations.
    - Governor Northam is directing teams made up of members of Virginia Department of Health (VDH), Virginia Department of Agriculture and Consumer Services (VDACS), Alcoholic Beverage Control (ABC), and other licensing agencies to conduct unannounced visits to establishments as needed. VDH is deploying 100 people to ramp up enforcement. This will happen across the state but will be focused in the Hampton Roads area. Governor Northam said if businesses do not follow regulations, their licenses will be on the line.
    - Governor Northam also called on businesses to increase enforcement.
    - Governor Northam is writing to the mayors of the beach communities asking for an update on beach access plans. Governor Northam wants to ensure they are following their mitigation measures.
  - Governor Northam has also directed ABC to develop a plan to impose an earlier cutoff for alcohol sales at restaurants. More details to come on this plan.

Governor Northam emphasized that this is not the end of the actions he may take, but the beginning. Governor Northam said he is considering decreasing the number of people allowed at large gatherings. He noted that, if needed, he would roll back the Forward Virginia plan regionally. He also said that there is no plan to move to a Phase IV, or further ease restrictions, at this time.

- PPE: Governor Northam said Virginia continues to get PPE shipments and the state is distributing to regional healthcare coalitions, regional jurisdictions, health districts, and long-term care facilities as needed.
- School: Governor Northam said schools reopening will be determined by local school districts. SCHEV is reviewing plans for higher education.

- Rent/Mortgage Relief Program: At the end of June, Governor Northam announced that \$50 million in CARES Act funding will go toward helping people who are unable to pay their rent and mortgage. The program has been running for 9 business days and has served 900 households.
- Unemployment: Since March 15<sup>th</sup>, 938,559 Virginians have applied for unemployment benefits and 91 percent of eligible claims are paid within 14 days. VEC and Career Works is hosting a virtual hiring event on July 28.
- DOLI Emergency Labor Standards: This week, the Department of Labor and Industry (DOLI) and the Safety and Health Codes Board is expected to finalize the new labor standards to protect workers during the pandemic. Virginia is the first state in nation to create such standards in this crisis. Governor Northam said those standards will be enforced as soon as they are cleared.
- DMV: DMV locations have been slowly reopening. There are now 41 DMV locations open by appointment only. Locations have extended hours to help accommodate people. Last month, Governor Northam gave a 90-day extension for licenses, registrations, or other credentials that are expiring through the end of October.
- National Guard: Title 32 status (National Guard being under a Governor's direction, as authorized by the President) will end soon, and Governor Northam has asked the federal government to extend the status through the end of the year.
- Special Session: Governor Northam said the General Assembly continues to plan for a Special Session next month and will announce the dates soon.
- Long-term Care Facilities: To date, 204 of 280 nursing homes have done point prevalence testing or are in the process of testing. An additional 58 nursing homes have been scheduled, and 15 are in the process of being scheduled. Dr. Laurie Forlano, state epidemiologist, said she expects point prevalence testing to be completed in all nursing homes in the next 10 days. Dr. Forlano said testing employees at nursing homes is included in the state's guidance.

On Tuesday, July 28, Governor Northam made the following announcements in regards to Virginia's COVID-19 response:

- Data: In Virginia, 87,000 people have tested positive for COVID-19 and over 2,000 people have died. Virginia has avoided a large spike in cases that many other states have experienced. In fact, cases are largely stable in 4 out of the 5 regions. (Regions are Central, Eastern, Northern, Northwest, and Southwest.)

Governor Northam noted there is a concerning rise in cases in Hampton Roads. As of today, the percent positivity is 7.3 percent statewide, down from 7.7 percent last week. The percent positivity in Hampton Roads is 10.8 percent. If the Hampton Roads and Peninsula regions are removed from the state's data, the state's positivity rate is 6.0 percent.

- New Tools: Governor Northam reviewed some the "new tools" that his administration has implemented as a result of COVID-19. He discussed [the Virginia Rent and Mortgage Relief Program](#) as well as [Rebuild VA](#), which Governor Northam announced yesterday to help small businesses. Governor Northam also noted that Virginia is implementing the country's first emergency workplace safety standards for COVID-19. He said these tools are about mitigation and recovery.
- Meeting with Dr. Deborah Birx: Governor Northam and the senior health team met this morning in Richmond with White House COVID-19 advisor Dr. Deborah Birx. She was complimentary of the state's work and the mitigation measures the Commonwealth has been taking. Two dozen stakeholders, including local public health leaders, hospital administrators, representatives of nursing homes, and legislators, also met with Dr. Birx.
- Hampton Roads: Governor Northam announced that he and State Health Commissioner Dr. Norm Oliver will issue an executive order and public health emergency order, respectively, that will take effect on Friday, July 31, for the Hampton Roads region. The executive order and public health emergency order include the following provisions:
  - No alcohol will be sold or consumed onsite after 10:00 pm and all restaurants must close by midnight. Governor Northam said this effectively closes all bars.
  - All indoor dining will be limited to 50 percent capacity along with food courts, breweries, wineries, and distilleries.
  - Indoor and outdoor gatherings of more than 50 people are prohibited.

Governor Northam said he will review the data in 2-3 weeks to see if the guidelines can be lifted.

- Local Governments: Governor Northam announced that his administration will distribute the second half of the CARES Act funding (almost \$645 million) to localities this week. The Governor said this money will help localities provide rent assistance, food security, PPE, and tools to help educate children.
- Long-term Care Facilities: A few week ago, nursing homes accounted for one-third of Virginia's cases, but now just 1 percent of individuals tested are positive in nursing homes. Dr. Laurie Forlano, state epidemiologist, said base-line testing has occurred in almost all long-term care facilities. She noted there are issues with turn-around times with testing. She also noted that the

National Guard was brought in to do the base-line testing, but they are not doing the serial testing.

- Testing: Test turn-around time is now close to a week. Governor Northam noted that there are challenges with reagents and supplies, but the state lab turn-around is about 48-72 hours. Governor Northam said that many of the commercial labs are experiencing a backlog in tests as demand for tests has increased not only in Virginia, but in other states as well. Secretary of Health and Human Resources Dan Carey said the administration has weekly communications with the testing community, including private labs.

On Wednesday, August 5, Governor Northam made the following announcements in regards to Virginia's COVID-19 response.

- Data: Virginia's percent positive has remained steady at 7.2 percent the last few weeks. The Eastern Region's percent positivity is about 10 percent and after a spike at the beginning of the month, it has leveled off.
- New App: Virginia is launching a new app called COVIDWISE to help with contact tracing. Virginia is the first state to use this technology. Governor Northam said this app does not use GPS tracking, and Virginians' privacy is protected. Users voluntarily input information, such as positive test results. Governor Northam said this is another tool we have to help protect ourselves and our communities. More information is here: <https://www.governor.virginia.gov/newsroom/all-releases/2020/august/headline-859803-en.html>
- Testing: Virginia is one of seven states joining together to find ways to expand rapid antigen testing. Governor Northam said this is another way that the states are leading America's national response to COVID-19. The press release on the announcement can be found [here](#).
- Healthcare Ecosystem: Last week, Governor Northam convened the leaders of Eastern Virginia Medical School, Old Dominion University, and Sentara Healthcare to discuss opportunities to collaborate to create a post-COVID economy in Hampton Roads. They agreed to hire a third-party consultant to strengthen the healthcare ecosystem in the area. Additionally, the Virginia Center for Health Innovation launched a taskforce with support from the Northam administration to review payment models for primary care physicians and how it may need to evolve in the post-COVID world.
- DOLI Standards: The Department of Labor and Industry (DOLI) workplace emergency standards were published last week and will be in effect for the next 6 months. DOLI can help businesses that have questions or need help with compliance.
- Hampton Roads Update: Governor Northam reviewed the additional measures that have gone into effect for the Hampton Roads area to slow the spread of COVID-19. He said it is too soon to tell if they are working, but businesses are complying.

On March 16, 2020, recognizing the unique circumstances that Virginians found themselves under no fault or choice of their own, Virginia's State Corporation Commission joined a litany of regulatory commissions across the United States and issued a utility disconnect moratorium on all jurisdictional utilities in the Commonwealth. Through public media reports and announcements by various localities, municipal utilities through their governing boards agreed to follow the SCC order on the moratorium for their customers. Through subsequent orders this moratorium has been extended through August 31, 2020.

Throughout the moratorium, Virginia Poverty Law Center along with numerous other organizations that assist hard working Virginians has been asking what will happen to customers when the moratorium is lifted and customers find themselves without adequate financial resources or access to such resources to repay the debt accrued during the moratorium. It is through conversations with peers in other states across this nation grappling with this same concern that VPLC has formulated a framework from which utility's can created and implement an **Emergency Moratorium Extended Repayment Program** for their customers.

VPLC is keenly aware of the various types of utilities in Virginia, specifically jurisdictional (meaning regulated in some way by the SCC) and non-jurisdictional. Additionally, there are both public and private utilities that are providing necessary utility service to customers within their appointed service territories. Each utility is unique in their relationships with their customers, including among the same type of utility provider. (For the purposes of this initial conversation utilities are to include electrical, water, sewer, gas and broadband.)

In response to a request for comments by the SCC on May 26, 2020 on whether or not the utility disconnect moratorium should be extended, VPLC shared with the SCC it's belief that utilities develop what we then called a "COVID-19 Utility Repayment Plan." We noted in our comments that "[t]here is argument whether all families have truly recovered from the 2008 Recession, but it is clear that those families that earn even up to 250% of federal poverty level (family of 4 in 2020, \$65,160) are the last to recover from any economic crisis.<sup>1</sup> A 2015 report noted that even six years after the 2008 Recession, the top 1% had seen a new income high, having experienced 7.7% income growth. At the same time, the remaining ninety-nine percent had only recovered 60% of their pre-Recession income.<sup>2</sup> This economic recovery will not be any different."

We further noted that Governor Northam's Executive Order 61 laid out a phased reopening of Virginia to provide a way to restart our economy while minimizing the impact of the COVID-19 virus sweeping through Virginia and the rest of the world. While the phased in approach is a right step in helping prevent or slow the spread of the corona virus, it is not a silver bullet for what ails Virginia's economy, businesses and workers. Virginians experiencing financial insecurity prior to COVID-19 are now facing uncertainty about future employment opportunities and their own household's ability to recover economically. Economically disadvantaged working Virginians were already struggling to pay their utility bills prior to the onset of the pandemic. Many of Virginia's low-income earners are in the service industry, and several worked more than one service industry job in order to make ends meet. Service employees do not have the ability to work from home due to the nature of their jobs. While many have been the first to be called back to work, the ability of service employees to continue to earn enough income in one job is unrealistic. Limited customers mean less hours and less hours mean more jobs. But there are a limited number of hours a person can work during a day.

We propose a Section I bill be introduced in the 2020 Special Session convening August 18, 2020, that would create the “Emergency Moratorium Debt Repayment Program.”

While each utility would create their own Emergency Moratorium Debt Repayment Plan (EMDRP) for residential utility customers, there are some basic standards that would have to be in each program:

1. Repayment of accrued debt by a residential customer during a utility disconnect moratorium would be able to be extended **up to a 24 month repayment period** as determined by the utility and the customer in order to ensure the customer’s monthly debt repayment portion would be a reasonable and sustainable amount comparable to the residential customer’s income.
2. Monthly Payment amount for a residential customer’s EMDRP should be no more than **4% of the residential monthly income**. Utilities and customers should utilize all available relief and/or aide resources to reduce the amount of EMDRP debt balance.
3. Residential utility customers enrolled in an EMDRP will be granted a **disconnect moratorium while the customer’s debt repayment is in good standing**.
4. Utilities should include in their plan a provision to **rollover the remaining debt** with any debt accrued during a subsequent statewide utility disconnect moratorium event.

Utilities would have to include an EMDRP in their Terms of Service, and should provide their customers information on the availability of the plan.

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<sup>i</sup> <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4200506/>

<sup>ii</sup> <https://equitablegrowth.org/u-s-top-one-percent-of-income-earners-hit-new-high-in-2015-amid-strong-economic-growth/>



# COUNTY OF LOUISA

## PUBLIC HEARING NOTICE

**TO:** Interested Parties  
**FROM:** Louisa County Board of Supervisors

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In accordance with the Zoning Ordinance of Louisa County, Virginia, the Louisa County Code and the Code of Virginia, 1950, as amended, a public hearing will be held to consider the rezonings, conditional use permits, special exceptions, variances, zoning appeals and/or agricultural and forestal districts concerning real estate which is either across the street, adjoining, abutting your property, owned or occupied by you. The Zoning Ordinance requires that you be notified of this hearing.

In accordance with the County's ongoing efforts to minimize the spread of the COVID-19 virus, physical (in-person) access to the County Office Building will be limited to the first 28 members of the public who sign up in advance to attend. **Those wishing to attend must call County Administration at (540) 967-3400 on Thursday, July 30th or Friday, July 31st, 2020 during County business hours.**

The meeting will be streamed live as normal on the County's website. Citizens may also listen to the meeting (but not speak) via phone by calling (301) 715-8592 and using 362 682 6628 for the meeting ID. When connected you may hear music if the meeting has not yet begun or is in a brief recess.

The public may also provide input during the meeting via telephone. To do so, the public may call (540) 967-0401 either in advance of the meeting or during the meeting, and request to be added to a call back list. Those calls will be returned at the appropriate time (Public Comment or Public Hearings) and the Board will be able to hear the caller live during the meeting.

Public comment options (for the Public Comment period or a Public Hearing) are also available for those who are unable to attend the meeting. Written input may either be emailed ([info@louisa.org](mailto:info@louisa.org)), mailed to the Administration Department (1 Woolfolk Avenue; Louisa Virginia 23093), or dropped off at the County's drop box (same address). Please note that written input must be received at the County Office Building by 5:00 pm on the meeting date. Written comment will be read aloud into the record during the appropriate portion of the meeting (Public Comment or Public Hearing).

Please read the enclosed newspaper notice to determine how the property concerned will possibly be affected. Please call if you need additional information.

This letter serves as notice for all of your affected parcels.





**LOUISA COUNTY BOARD OF  
SUPERVISORS**

The Louisa County Board of Supervisors will hold a public hearing on the following items at 6:00 p.m., after regular business, on Monday, August 3, 2020, in the Louisa County Public Meeting Room, Main Floor, Louisa County Office Building, Louisa, Virginia.  
[louisa.org](http://louisa.org).

**Public Hearing - CUP2020-04 Aura Power Developments (USA), LLC, Applicant; Robert Moore, Agent; Fisher Chewning, L.C. C/O Charles Purcell, Owner - Conditional Use Permit Request**

Aura Power Developments (USA), LLC, Applicant; Robert Moore, Agent; Fisher Chewning, L.C. C/O Charles Purcell, Owner requests the following:

1. Determination that the proposed utility service, major is substantially in accordance with the 2040 Louisa County Comprehensive Plan.
2. Issuance of a Conditional Use Permit for a utility service, major in accordance with Section 86-64.3 Permitted uses - With conditional use permit in the Agricultural (A-2) zoning district for a solar project with a combined acreage of 1368.124 acres that could produce up to 244 Megawatts of Alternating Current (MW AC).

This project consists of several parcels bounded by School Bus Road (Route 767) to the west, Jefferson Highway (Route 33) to the north, and CCC Road (Route 789) to the south. The properties are further identified as tax map parcels 42-20-3, 42-81, 42-82, 42-83, 42-84, 42-86, 42-93, 58-7-3, 58-16, and a portion of 58-17, in the Mineral Voting District. The Louisa County 2040 Comprehensive Plan Future Land Use Map designates this area as Rural Area and Mixed Use. The Planning Commission recommends approval.

**Public Hearing - CUP2020-03 Apple Grove Solar, LLC, Applicant; Seth Manghan, Agent; Robert Bunting III & GPS Property, Inc., Owners - Conditional Use Permit Request**

Apple Grove Solar, LLC, Applicant; Seth Manghan, Agent; Robert Bunting III & GPS Property, Inc., Owners requests the following:

1. Determination that the proposed utility service, major is substantially in accordance with the 2040 Louisa County Comprehensive Plan.
2. Issuance of a Conditional Use Permit for a utility service, major in accordance with Section 86-64.3 Permitted uses - With conditional use permit in the Agricultural (A-2) zoning district and Sec. 86-61.3. - Permitted uses - With conditional use permit in the Agricultural (A-1) zoning district for a 35 to 50 year solar project with a combined acreage of 225 acres that could produce up to 20 Megawatts of Alternating Current (MW AC). The Project's solar arrays and ancillary equipment will occupy approximately 147 acres of the 225 acres.

The properties are located to the northwest of the intersection of Apple Grove Road (Route 657) and Jefferson Highway (Route 33). The properties are further identified as an approximate 234.4 acres of tax map parcels 83-1 and 83-4, in the Cuckoo Voting District. The Louisa County 2040 Comprehensive Plan Future Land Use Map designates this area as Rural Area. The Planning Commission recommends approval.

In accordance with the County's ongoing efforts to minimize the spread of the COVID-19 virus, physical (in-person) access to attend the meeting will be limited to 28. For more information on how to attend the meeting, please visit [www.louisacounty.com](http://www.louisacounty.com) or contact the Administration Department at (540) 967-3400 or email at [info@louisa.org](mailto:info@louisa.org).

BY ORDER OF:  
ROBERT R. BABYOK, JR., CHAIRMAN  
LOUISA COUNTY BOARD OF SUPERVISORS  
LOUISA COUNTY, VIRGINIA

**Pam Baughman**

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**From:** Helen Phillips  
**Sent:** Wednesday, August 5, 2020 3:28 PM  
**To:** Pam Baughman  
**Subject:** RE: Agreement for Mutual Aid under 15.2-1300.1

Pam,

I reviewed these documents and approve them as to form.

Have you discussed this with Christian? This agreement has Louisa County as a party so the Board of Supervisors will have to adopt a resolution to enter into this agreement and Christian, as the County Administrator will become the authorized representative on 1 (iii). I don't really understand why Louisa County is a party to this.

Thank you.  
Helen

*Helen E. Phillips* | Louisa County Attorney  
1 Woolfolk Avenue | P.O. Box 160 | Louisa, Virginia 23093  
Direct Line 540-967-4582 | Cell Phone 540-894-1957 | [www.louisacounty.com](http://www.louisacounty.com)



**CONFIDENTIALITY NOTICE:** *This message may contain information which is confidential and/or privileged. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is unauthorized, prohibited, and may be subject to penalty under law. If you have received this message in error, please reply immediately to the sender that you have received the message in error, and delete it. Your cooperation is appreciated.*

**From:** Pam Baughman  
**Sent:** Monday, August 3, 2020 10:06 AM  
**To:** Helen Phillips <HPhillips@louisa.org>  
**Subject:** FW: Agreement for Mutual Aid under 15.2-1300.1

08-03-2020

Good morning,

I hate to bother you, but Fluvanna County is proposing a Mutual Aid Agreement (attached for your review).

Let me know if there is anything I can do to help you with the review process.

Thank you!

**Pam Baughman, BBA, UMC, ICMA-CM**  
General Manager

Louisa County Water Authority  
23 Loudin Lane  
Louisa, Virginia 23093

540-967-1122 office  
540-967-0656 fax

Louisa County Water Authority



**From:** Robert Popowicz [<mailto:rpopowicz@fluvannacounty.org>]

**Sent:** Tuesday, July 28, 2020 8:02 AM

**To:** Pam Baughman <[PBaughman@louisa.org](mailto:PBaughman@louisa.org)>

**Subject:** FW: Agreement for Mutual Aid under 15.2-1300.1

**CAUTION: External email**

Good Morning Pam,

I have just received this agreement yesterday. Please forward to your lawyer for his/her critique. If they have questions, Kristina has included here contact information below. Her email is also included.

Her marching orders were to make this as simple and easy as possible. I think she has captured the directive with this document. She has made some adjustments to provide for ease of adoption as well as outlined in her email below.

I request that this correspondence be only shared on a need to know basis until we have resolved any issues with our respective legal teams in order to preserve the integrity of the process.

Thank you for your help and support for this. As always, it is pleasure to work with you and your staff.

Sincere Regards,

Bobby Popowicz  
Fluvanna County  
ZXR Project Manager  
(434) 591-1925 Ext. 1051

**From:** Kristina Hofmann <[khofmann@fluvannacounty.org](mailto:khofmann@fluvannacounty.org)>  
**Sent:** Monday, July 27, 2020 5:01 PM  
**To:** Robert Popowicz <[rpopowicz@fluvannacounty.org](mailto:rpopowicz@fluvannacounty.org)>  
**Subject:** Agreement for Mutual Aid under 15.2-1300.1

Bobby -

Please see attached and let me know if this meets the County's needs. It is substantially revised. Please note MOUs are not binding (really) - they are basically agreements to think and maybe do something. This should be an actual agreement - and that is what is contemplated by the enabling legislation as well.

Please note after much thought, I made the default that each County reimburses for the value of the equipment (so that if FEMA or other federal funding applies the County will get that reimbursement). Please note I made it VERY simple to opt out (there is a check box on Attachment A for the Scope of Assistance in the "equipment cost" section. If you think this is problematic we can switch it, but then the County may have issues getting that equipment rental portion reimbursed under any federal law where aid applies. I am happy to discuss that issue or any others at your convenience.

Please note also that I added Louisa as a party. If Louisa is also a party to the agreement (which probably makes sense) then this is an agreement b/w two localities under 15.2-1300.1 (and only requires approval by resolution - not an ordinance which requires a public hearing). If only LCWA is a party and not Louisa County then I think we have to treat it as an agreement under 15.2-1300 which would require Fluvanna to adopt by ordinance, and would take more time. Only localities can agree to mutual aid under 15.2-1300.1 (LCWA is not a locality, but simply a political subdivision). Otherwise, it would be treated as a joint agreement of political subdivisions (LCWA and Fluvanna and FUSD are each political subdivisions, but FUSD and LCWA are not localities). Confusing - sorry, again happy to discuss if you have questions.

Stay Safe!  
Kristina M. Hofmann, Esquire  
Assistant County Attorney for Fluvanna County  
414 East Jefferson Street  
Charlottesville, VA 22902  
Telephone: (434) 977-4507  
Facsimile:(434) 977-6574

**MUTUAL AID AGREEMENT BETWEEN, FLUVANNA COUNTY, FORK UNION  
SANITARY DISTRICT, AND THE LOUISA COUNTY WATER AUTHORITY**

**THIS MUTUAL AID AGREEMENT** (this “Agreement”) is made and entered as of the into by and among **Fluvanna County** (“Fluvanna”), the **Fork Union Sanitary District** (“FUSD”), **Louisa County** (“Louisa”) and the **Louisa County Water Authority** (“LCWA”), each of which is a political subdivision of the Commonwealth of Virginia, responsible for public water supply or wastewater management in the Commonwealth of Virginia. Collectively Fluvanna, FUSD and LCWA are referred to herein as the Parties, and each individually as a “Party”.

**RECITALS:**

WHEREAS, **the Parties** have a common goal of providing safe and clean water to the citizens of both **Fluvanna County and Louisa County** and the Parties see this Agreement as an important means of helping to ensure resilient water and wastewater infrastructure which is in the public interest;

WHEREAS, this Agreement is made pursuant to Virginia Code Section 15.2-1300.1, whereby the Parties may **authorize its chief administrative officer to arrange for provision of aid to other localities or receipt of aid from other localities in situations where a locality does not declare a local emergency, including approval by the chief administrator of agreements with other localities, subject to availability of resources.** In situations where localities declare a local emergency, the provision or receipt of aid may occur pursuant to Virginia Code § 44-146.20. The ordinance or resolution may include terms and conditions deemed necessary by the governing body for participation in such aid and shall set forth the scope of the chief administrator's authority, including the type of aid that may be provided or received, or may generally authorize participation in provision or receipt of any type of aid including personnel, equipment, or other resources for public purposes. Prior to providing or receiving aid, the chief administrator shall assess available resources and shall consider establishing terms for the supervision of personnel, the term of deployment, payment or reimbursement of costs, and verification of insurance coverage;

WHEREAS, further pursuant to Virginia Code Section 15.2-1300.1 et seq., localities such as Louisa, Fluvanna, to include FUSD a sanitary district of Fluvanna, shall approve the Agreement by ordinance or resolution;

WHEREAS, there may be times where mutual aid might be requested and this Agreement sets out the purposes under which such aid may be requested and the terms governing a response between the Parties to such requests;

WHEREAS, both Parties agree that the operation of **all of the water and wastewater systems controlled by the Parties** is in the best interest of the public; and

WHEREAS, **the Parties** have similar interests in maintaining their respective systems in optimal working order at all times;

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~~NOW, THEREFORE~~, in consideration of the mutual covenants and conditions herein the Parties hereto agree as follows:

**~~I. RECITALS, EXHIBITS AND DEFINITIONS.~~**

- a. ~~Recitals.~~ The foregoing recitals are hereby incorporated by reference into this Agreement as material provisions hereof.
- b. ~~Exhibits.~~ The following exhibits are attached hereto and incorporated herein as a material part of this Agreement:
- i. ~~Exhibit A – Assistance Request Form; and~~
  - ii. ~~Exhibit B – Event Agreement.~~
- c. ~~Definitions.~~ These defined terms have the meanings set forth below when used in this Agreement:
- i. ~~“APPLICABLE LAW” any and all applicable Federal, State and local laws, statutes, ordinances, constitutions, regulations, treatises, rules, codes, licenses, certificates, franchises, permits, principles of common law, requirements and Orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Body having jurisdiction over the Parties, this Agreement or the matters related to this Agreement.~~
  - ii. ~~“ASSISTING PARTY” means a Party that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Party pursuant to an individual Event Agreement following a request for assistance under this Agreement.~~
  - iii. ~~“AUTHORIZED REPRESENTATIVE” (i) for Fluvanna and FUSD means the Fluvanna County Administrator; and (ii) Louisa and for LCWA means . Any Party may change its Authorized Representative by sending written notice to the other from time to time.~~
  - iv. ~~“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Party and Assisting Party for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.~~
  - v. ~~“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Party dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Party (i.e., portal to portal).~~
  - vi. ~~“RESPONDING PARTY” means a Party that responds to a request for assistance from a Requesting Party. If a Responding Party assists the Requesting Party, then they become an Assisting Party.~~
  - vii. ~~“REQUESTING PARTY” means a Party that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.~~
  - viii. ~~“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Party’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring mutual aid. A Utility Event may be a recurrent event or occurrence where mutual aid is beneficial for expediting the response to a need or filling temporary gaps in service of the Requesting Party. Utility~~

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- Events could include, but are not limited to, line breaks, pump replacements and other issues that may affect water service.
- II. **ASSISTANCE REQUEST.** When a Party is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Party in the form provided at Exhibit A hereto, or (b) verbally communicating a request for assistance to another Party followed as soon as practicable by a written confirmation of such request in the form of Exhibit A hereto. Assistance shall not be requested under this Agreement by a Party unless resources otherwise reasonably available to that Party are deemed to be inadequate. A Requesting Party may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Assisting Party of whom it has made a request for assistance. The Requesting Party may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.
- III. **RESPONSE.** After a Party receives a request for assistance from a Requesting Party, the Authorized Representative evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform the Requesting Party as soon as possible whether if it is willing and able to provide assistance. If the Responding Party is willing and able to provide assistance, the Responding Party shall inform the Requesting Party about the type of available resources and the approximate arrival time of such assistance. Execution of this Agreement does not establish a duty to respond to or accept a request for assistance. Each Party shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. A Responding Party must consider assessment of available resources and shall consider establishing terms for the supervision of personnel, the term of deployment, payment or reimbursement of costs, and verification of insurance coverage in considering how to respond to any Requesting Party.
- IV. **EVENT AGREEMENT.** To enter into an agreement to provide assistance, the Requesting Party and the Assisting Party shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.
- V. **TERM.** This Agreement shall be in effect upon execution by all of the Parties (the “Commencement Date”) and the Agreement shall continue in full force and effect for five (5) years from the Commencement Date. This Agreement shall be subject to renewal by mutual agreement of the Parties for additional renewal terms of five (5) years each. Term as used herein means the initial term and any renewal terms. Notwithstanding the foregoing, any Party hereto may withdraw from this Agreement upon thirty (30) days written notice to the other Parties. Withdrawal from this Agreement shall in no way affect a Requesting Party’s obligation to reimburse an Assisting Party for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal and shall survive any termination of this Agreement.
- VI. **OPERATIONS AND PERSONNEL TRAINING.** Each Party will provide the others with its current operating procedures, other procedural and system documents, and As-Built Drawings; and any changes shall be disclosed in writing to the other Parties. Each Party agrees to offer the other Parties with reasonable training on its utility facilities. In such cases, the trainee will have his/her wages, insurance and other benefits paid by the trainees (home) facility; and the trainer will have his/her wages, insurance and other benefits paid by the trainers (home) facility. Also, in order to expedite licensing and certification of personnel in each jurisdiction, training on equipment and in operations that

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The Agreement is enacted under this Memorandum of Understanding to provide personnel, equipment and supplies when possible, in cases of emergency, gaps in personnel and training opportunities. ¶  
Emergencies: the Parties may request service for various issues like, but not limited to; line breaks, pump replacements and other appurtenances that may affect water service if ample or additional personnel is not available from the requesting party to complete the tasks needed to restore service. In the event of an Emergency, the Requesting Part’s Authorized Official may request mutual aid and assistance from the other participating Party. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Officials of the Participating Parties.

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can enhance the experience of the trainee may also be requested by a Party from time to time; and such request may be approved or denied by the trainer Party in its sole discretion. Periodic retraining and training on new utility facilities is also encouraged. The Parties should familiarize themselves with each other's operating procedures, system procedures and As-Built Drawings. Periodic exercises and training as agreed to by the Parties from time to time will serve to prepare the Parties for an actual incident. To the extent any documentation shared amongst the Parties is not publicly available and is clearly labeled or clearly identified as confidential, the other Parties shall maintain the confidential nature of such documentation to the fullest extent permitted by Applicable Law.

VII. **WORKERS' COMPENSATION COVERAGE** – Each Party shall be responsible for its own actions and those of its officers and employees and is responsible for complying with the Virginia Workers' Compensation Act for its officers, employees, and volunteers, as applicable. Each Party shall maintain unemployment insurance and workers' compensation insurance coverage, as required by Applicable Law, for its employees, and as applicable, volunteers. Activities performed under pursuant to this Agreement, including under an Event Agreement, are governmental functions. Nothing herein shall be deemed to be a waiver of any Party's sovereign immunity. All parties agree to comply with Applicable Law in performing any activities under this Agreement.

VIII. **PURPOSE.** This Agreement is designed to enhance the capabilities of each Party, but it is not a merger of the Parties. The Agreement is designed to allow for assistance in cases where there is a need, but only if that assistance can be provided without harm or degradation of service of the Assisting Party. Execution of this Agreement does not create any duty to respond to a request for assistance. When the Responding Party receives a request for assistance, the Authorized Representative shall have absolute discretion as to the availability of resources.

IX. **OTHER AGREEMENTS.** The Parties acknowledge and agree that any Party may in the future or may previously entered into other mutual aid agreements, either with other utility operators or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any Party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact, as applicable.

X. **MISCELLANEOUS.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia. This Agreement (and the form of any exhibit hereto) may only be modified by a written amendment signed by each of the Parties' Authorized Representatives. Should any provision of this Agreement be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. This Agreement shall not be assigned or transferred by any Party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original. The Parties

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II. The Responding Party is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Party shall reimburse the Responding Party for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Party and Responding Party.  
III.

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agree that this Agreement will be executed in duplicate originals, each with full force and effect.

XI. **AUTHORIZATION OF SIGNATURE.** In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have caused this Agreement to be signed and sealed in the names and on behalf of each of the Parties.

Fluvanna County Louisa County

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Print Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Fork Union Sanitary District Louisa County Water Authority

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

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Date: \_\_\_\_\_ Date: \_\_\_\_\_

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Exhibit A				
ASSISTANCE REQUEST FORM				
Event Name:		Requesting Party:		
Date:				
Time:				
Requesting Party Contact Name:				
Phone:		E-mail:		
Description of Assistance Requested:				
Specific Resources Needed:				
Mobilization:				
Date Needed:		Time needed:		Pick hrs: hrs
Demobilization:				
Release Date:		Time needed:		Pick hrs: hrs
Deployment Considerations:				
Work Location/Facilities:		Pick One:		
Working Conditions		Pick One:		
Living Conditions		Pick One:		
Health & Safety Concerns:		Pick One:		
Safety Concerns/Remarks:				
Additional Conditions Comments:				
Requesting Party Resource		Name/Title:		
Coordination Contact				

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Phone:		E-mail:	
Staging Area:		Location:	
Address 1:			
Address 2:			
City:	State:	Zip:	
Authorized Representative Name:		Date:	

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<b>Exhibit B</b> <b>Event Agreement</b>	<b>Formatted:</b> Centered, Space After: 0 pt, Line spacing: single
<b>THIS EVENT AGREEMENT</b> (this “Agreement”) is made and entered into by and between the undersigned _____ (hereinafter the “Requesting Party”) and _____ (“hereinafter the “Assisting Party”) and shall be in effect as of the date of execution of the last signatory hereto.	<b>Formatted:</b> Centered <b>Formatted:</b> Font: (Default) Times New Roman, 12 pt <b>Formatted:</b> Justified, Space After: 0 pt, Line spacing: single
<b>RECITALS:</b>	<b>Formatted:</b> Justified, Indent: First line: 0.5", Space After: 0 pt, Line spacing: single
Whereas the Fluvanna County, Fork Union Sanitary District, Louisa County and the Louisa County Water Authority previously entered into that Mutual Aid Agreement dated the _____ day of _____, 2020 (the “Mutual Aid Agreement”);	<b>Formatted</b> ... [114]
Whereas, pursuant thereto the Requesting Party has requested assistance and the undersigned Assisting Party desires to assist the Requesting Party as more fully set forth herein.	<b>Formatted:</b> Centered, Space After: 0 pt, Line spacing: single <b>Formatted:</b> Font: (Default) Times New Roman, 12 pt <b>Formatted:</b> Justified, Space After: 0 pt, Line spacing: single
<b>NOW, THEREFORE,</b> in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:	<b>Formatted:</b> Indent: First line: 0.5"
<b>SECTION 1 – DEFINITIONS.</b> Terms not specifically defined herein shall have the definitions provided in the Mutual Aid Agreement to which the Requesting Party and Assisting Party are both parties. The Mutual Aid Agreement, and the terms and conditions thereof, are incorporated herein by reference as a material part of this Agreement.	<b>Formatted</b> ... [115] <b>Formatted:</b> Font: (Default) Times New Roman, 12 pt <b>Formatted:</b> Justified, Space After: 0 pt, Line spacing: single
<b>SECTION 2 – SCOPE OF ASSISTANCE.</b> To support the Requesting Party’s response to a Utility Event, the Assisting Party agrees to provide, and the Requesting Party hereby accepts, assistance as set forth on Attachment A hereto which incorporated herein as a material part of this Agreement. Such assistance is provided subject to the terms and conditions of this Agreement and the Mutual Aid Agreement, including without limitation the Assisting Party’s right to recall its personnel and resources in whole or in part at any time and the Requesting Party’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Section 3.1 below.	<b>Formatted</b> ... [116] <b>Formatted:</b> Justified, Indent: First line: 0.5", Space After: 0 pt, Line spacing: single <b>Formatted:</b> Justified, Space After: 0 pt, Line spacing: single
<b>SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID.</b>	<b>Formatted:</b> Font: (Default) Times New Roman, 12 pt
<b>3.1 SUPERVISION, CONTROL, AND RECALL –</b> Personnel and other resources of the Assisting Party shall remain under the supervision and control of the Assisting Party. The Assisting Party shall coordinate with the Requesting Party regarding response activities for assignment to the Assisting Party’s personnel. The Assisting Party shall have the right and duty to refuse directions that it considers to be unsafe, contrary to Applicable Law, or not in accordance with the Scope of Assistance as described in Attachment A hereto, this Agreement or the Mutual Aid Agreement. The Assisting Party’s personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Party at any time. The Assisting Party shall provide at least twenty-four (24) hours advance notice of intent to withdraw personnel or resources to the Requesting Party, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Party may at any time reduce the Scope of Assistance set out	<b>Formatted</b> ... [117] <b>Formatted</b> ... [118] <b>Formatted</b> ... [119] <b>Formatted:</b> Font: (Default) Times New Roman, 12 pt <b>Formatted:</b> Indent: First line: 0.5" <b>Formatted:</b> Font: (Default) Times New Roman, 12 pt

in Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Party shall remain responsible for reimbursing the Assisting Party pursuant to Section 4 for actual expenses incurred.

**3.2 COMMUNICATIONS** – Unless otherwise agreed, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party and shall provide radio equipment as available and radio frequency information to facilitate such communications or other appropriate means of communication. The Assisting Party shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Party.

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**3.3 RIGHTS AND PRIVILEGES** – Unless otherwise provided by law, (i) the Assisting Party's officers, principals, or employees ("deployed personnel") retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Party; and (ii) Pursuant to Virginia Code Section 15.2-1300.1 deployed personnel acting hereunder shall have the same authority and immunity in other localities as in the locality where they are employed or volunteer.

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**3.4 SUMMARY REPORT** – Within twenty (20) days or less of the return of all personnel and/or resources deployed under this Agreement, the Requesting Party will prepare a report summarizing the event and provide a copy to the Assisting Party. The report shall include a chronology of events and a description of personnel, equipment, materials, supplies, and other aid provided to the Requesting Party by Assisting Party.

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**SECTION 4 – REIMBURSABLE EXPENSES.** The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions unless otherwise specifically agreed upon by the Requesting Party and Assisting Party and set forth in Attachment A hereto.

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**4.1 PERSONNEL** – During the Period of Assistance, the Assisting Party shall continue to pay its employees according to its normal policies. The Requesting Party shall reimburse the Assisting Party for all of its actual direct and indirect payroll costs (including overtime) and expenses (including travel expenses, salary, hourly wages, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement or in the Scope of Assistance.

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**4.2 EQUIPMENT** – The Assisting Party shall be reimbursed by the Requesting Party for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Party shall maintain its own equipment in safe and operational condition and insure such equipment if and as applicable. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical.

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If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party for damage to or loss of such equipment. Notwithstanding the foregoing Section 4.2, the parties may agree that the Assisting Party will not be reimbursed by the Requesting Party for the use (except damage caused by the Requesting Party) of its equipment during the Period of Assistance by stating the in the Scope of Assistance – “No reimbursement for use of equipment applicable. (Modifies Sec. 4.2 of Event Agreement).”

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**4.3 MATERIALS AND SUPPLIES** – The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which may be included in the use of the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party’s personnel. If the reimbursement for use of the equipment is waived as permitted by Section 4.2, the costs of fuel, maintenance materials, labor and supplies needed for using the equipment shall still be reimbursed to the Assisting Party by the Requesting Party. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 if applicable, or other regulations under Applicable Law in effect at the time of the Utility Event. In the alternative, the parties may mutually agree in writing that the Requesting Party will replace, with like kind and quality as reasonably determined by the Assisting Party, the materials and supplies used or damaged or at actual replacement cost for use of expendable or non-returnable supplies.

**4.4 RECORD KEEPING** – The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with the Assisting Party’s existing policies and practices and this Agreement. The Requesting Party may provide information, directions, and assistance for record keeping to the Assisting Party personnel to facilitate future potential reimbursement to the Requesting Party from the federal or State government.

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**4.5 PAYMENT** – Unless otherwise mutually agreed in writing, the Assisting Party shall invoice the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

**4.6 WAIVER OF REIMBURSEMENT** – An Assisting Party may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Party. Such election shall be in writing.

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**4.7 EFFECT OF WITHDRAWAL FROM MUTUAL AID AGREEMENT** – Withdrawal by a Party from the Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Party’s obligation to reimburse the Assisting Party for costs incurred pursuant to this Event Agreement.

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SECTION 5 – INSURANCE

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5.1 WORKERS' COMPENSATION COVERAGE – Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.

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5.2 AUTOMOBILE LIABILITY COVERAGE – Each Party shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Party agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

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5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Party agrees to obtain general liability and, in the case of governmental entities, public official's liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

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SECTION 6 – MISCELLANEOUS PROVISIONS

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6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

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6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

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6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

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6.5 NO THIRD-PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

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6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

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6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

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NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

REQUESTING PARTY

Party Name:  
Authorized Representative's Signature - By:  
Authorized Representative's Name (print):  
Authorized Representative's Title:  
Date:

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ASSISTING PARTY

Party Name:  
Authorized Representative's Signature - By:  
Authorized Representative's Name (print):  
Authorized Representative's Title:  
Date:



SCOPE OF ASSISTANCE									
This form is used by the Assisting Party to respond to request for assistance by a Requesting Party. Upon acceptance by the Requesting Party, this form, either as originally submitted by the Assisting Party or as revised by the parties prior to the Requesting Party's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Party reserves the right to recall its personnel and resources, and the Requesting Party reserves the right to reduce the Scope of Assistance, as provided in Section 3.1 of the Event Agreement.									
Assisting Party:									
Assisting Party Authorized Representative:					Date:				
Requesting Party:			Date:						
Event Name:			Time:						
Requesting Party Contact Name:									
Phone:		E-mail:							
Description of Assistance Offered:									
Specific Resources Available:									
Assisting Party Resource Coordination Contact:									
Phone:		E-mail:							
Mobilization:									
Date Available:		Time needed:		Pick hrs:		hrs			
Demobilization:									
Date Released:		Time needed:		Pick hrs:		hrs			
COST ESTIMATE (details below):									
Total Cost Estimate:			Total Cost Estimate (Total from Excel sheet):		\$0.00				
Total Travel Costs:					\$0.00				
# of fuel consuming equipment:			# of non-fuel consuming equipment:						
Travel Costs:									

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Personal Vehicle:		Vehicle Rental/Fuel/Mileage	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Check One only:			\$0.00
<input type="checkbox"/> Total Equipment Costs*; or			
<input type="checkbox"/> No reimbursement for use of equipment applicable (Modifies Sec. 4.2 of Event Agreement).*			
Equipment Costs* (insert lines as needed):			
Description:		Cost:	
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
Description:		Cost:	
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00

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Other Costs (insert lines as needed):		
Description:		Cost:
1		
2		
3		
4		
5		

Total Personnel Costs:	\$0.00
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Enter Total # of Personnel:	
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Detail for Personnel costs (insert lines as needed):									
--	--	--	--	--	--	--	--	--	--

Name:	Regular Salary Hourly Rate	Fringe Benefits Hourly Rate	# of Regular Hours worked per day	Overtime Salary Hourly Rate	Overtime Fringe Benefits Hourly Rate	# of Overtime Hours worked per day	# of Days	Total Daily Cost	Total Mission Cost
									\$0.00
									\$0.00
									\$0.00
									\$0.00
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									\$0.00
									\$0.00
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**[Insert additional pages or instructions here as needed.]**

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- I. Alternative Language for Workman’s Comp - this is Bobby’s langugar. Let’s discuss which makes the most sense. There are pros and cons to both options.
- II. The Responding Party is responsible for providing worker’s compensation benefits and administering worker’s compensation. The Requesting Party shall reimburse the Responding Party for all costs, benefits, and expenses associated with worker’s compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Party and Responding Party.
- III.

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IV. This Memorandum of Understanding is a mutual a

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in any way an agreement that binds or supersedes the authority of either party, nor is it designed to be perceived as

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. The responding Authorized Official’s decisions on the availability of resources shall be final

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Notification of non-response will be made to the Requesting Authorized Official as soon as possible so the Requesting Party can make other arrangements for assistance by other entities such as outside contractors, engineers and/or other organizations with similar capabilities.

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**PERSONNEL TRAINING:** In order to carry out this agreement in a fair and equitable manner, training on the facilities within the various parties’ jurisdiction will need to be provided. In such cases, the trainee will have his/her wages, insurance and other benefits paid by the trainees (home) facility. Also, in order to expedite licensing and certification of personnel in each jurisdiction, training on various equipment and in various operations that can enhance the experience of the trainee may also be requested by each party. Periodic retraining to insure familiarity with each localities equipment is encouraged. Training on new facilities is also encouraged to provide the localities with the best possible service as the public demands.

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Response to a Request for Assistance: After a one Party receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Party whether it has the resources to respond. If the Responding Party is



willing and able to provide assistance, the Responding Party shall inform the Requesting Party about the type of available resources and the approximate arrival time of such assistance.

Gaps in Personnel: Because of attrition and/or other factors, there could be times when a shortage of personnel may occur. During such times, the Parties may request services such as operation of various facilities, taking test samples and other operational duties to insure the uninterrupted service of water operations. Such requests will be at the convenience of the provider and when personnel is available to provide service.

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Personnel Training: In order to carry out this agreement in a fair and equitable manner, training on the facilities within the various parties’ jurisdiction will need to be provided. In such cases, the trainee will have his/her wages, insurance and other benefits paid by the trainees (home) facility. Also, in order to expedite licensing and certification of personnel in each jurisdiction, training on various equipment and in various operations that can enhance the experience of the trainee may also be requested by each party. Periodic retraining to insure familiarity with each localities equipment is encouraged. Training on new facilities is also encouraged to provide the localities with the best possible service as the public demands. Summary Report: Within twenty (20) days of the return of all personnel and resources deployed under this MOU, the Requesting Party will prepare a report summarizing the event and provide a copy to the Responding Party. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to the Requesting Party by Responding Party.

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Summary Report: Within twenty (20) days of the return of all personnel and resources deployed under this MOU, the Requesting Party will prepare a report summarizing the event and provide a copy to the Responding Party. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to the Requesting Party by Responding Party.

This Memorandum of Understanding is a mutual agreement designed to enhance the capabilities of each party. It is not in any way an agreement that binds or supersedes the authority of either party, nor is it designed to be perceived as a merger of the two entities. Furthermore, the agreement is designed to provide mutual assistance in cases where there may be a need, but only if that assistance can be provided without harm or degradation of service of the assisting entity. Execution of this Agreement does not create any duty to respond to a request for assistance. When the responding party receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. The responding Authorized Official’s decisions on the availability of resources shall be final. Notification of non-response will be made to the

Requesting Authorized Official as soon as possible so the Requesting Party can make other arrangements for assistance by other entities such as outside contractors, engineers and/or other organizations with similar capabilities.

Responding Party personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Party reimbursement to the Responding Party must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs. Unless otherwise provided by law, the Responding Party's employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

The Requesting Party must reimburse the Responding Party in kind or at actual replacement cost for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Requesting Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.

Mutual aid partners should familiarize themselves with each other's operating procedures and with system procedures in general. Periodic exercises as agreed to by both parties, will serve to prepare both parties for an actual incident. Periodic training and exercise program enhances understanding of partner capabilities, establishes personal working relationships with mutual aid partners and breeds familiarity with the systems that each party is currently operating.

Each party will provide a copy of the most current draft of each ones Standard Operating Procedures, Other Governing Documents and Finished Drawings to ensure that both parties are current on the machinery, procedures and regulations, and to ensure that each parties personnel can perform the duties needed while aid is being provided.

If changes are made to any of the documentation or procedures mentioned in the above paragraph by either party, it is agreed that documentation and any training needed or associated with those changes will be disclosed in writing. The appropriate training will be given to the applicable party so as to insure the safety, proper procedures and the resulting change to the ordinance or regulation is followed properly by the entity providing aid for when aid is requested.

Aid provided is meant to be temporary in nature. Long term assistance (more than 30 days) will require additional verification by and at the discretion of the Louisa County Water Authority Director and/or the Fluvanna County Administrator. Such extended actions are to be requested in writing and signed by both parties. Additional extensions will also need to be made in writing and signed by both parties.

In cases of Workman Comp Insurance claims, each member will be responsible for Workman Comp claims. During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees. All activities performed under this agreement are deemed hereby to be governmental functions. Neither the participating political subdivisions nor their employees, except in cases of willful misconduct, gross negligence, or bad faith shall be liable for the death of or injury to persons, or for damage to property when complying or attempting to comply with this mutual aid agreement.

*Alternative Language for Workman's Comp*

*The Responding Party is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Party shall reimburse the Responding*

Party for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Party and Responding Party.

This Memorandum of Understanding is intended to help both parties. If at any time either Party wishes to terminate participation, they may do so by providing a written termination of aid 30 calendar days prior to termination of the agreement. Either Party may terminate this MOU, with or without cause, without liability or damages.

This MOU shall not preclude a Party from entering third-party agreements/relationships that do not conflict with this MOU. By entering into this Agreement, neither of the parties have waived any governmental immunity or limitation of damages which may be extended to them by operation of law. This Agreement is by and between the parties which have executed it. It is intended for their mutual benefit alone and is not intended to confer any express or implied benefits on any other person. This Agreement is not intended to confer third party beneficiary status on any person. Any changes, modifications, revisions, or amendments to this document which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU with the same approvals, certifications, submissions and other requirements applicable to the original Document. Also, the above agreement should be reviewed every three years to insure relevance and to verify that no other provisions need to be added or eliminated. If no changes are needed, this document can be extended for a period of no more than three additional years. After the extension period, a new document must be drafted and approved by both the Fluvanna County Board of Supervisors and the Louisa County Water Authority Board of Directors.

Should any portion of this Agreement be judged to be invalid by any court of competent jurisdiction, such judgment shall not impair or invalidate the remainder of this agreement.

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# LOUISA COUNTY WATER AUTHORITY

## Program Manager’s Report

For the Month of July 2020

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### Safety Program:

On July 15, 2020, the Virginia Safety and Health Codes Board adopted §16 VAC 25-220, Emergency Temporary Standard, Infectious Disease Prevention: SARS-CoV-2 Virus That Causes COVID-19. Some of the new mandates address employee rights if they or a family member should be infected with the COVID-19 virus, resulting in self isolation. Employee training is also required in the new regulations. Employers will be given 60 days from the effective date of the ETS to develop and train employees on their Infectious disease preparedness and response plan required under §16 VAC 25-220-70, and 30 days to train employees on the standard under §16 VAC 25-220-80. Compliance to these new regulations will require an update to our current Safety Manual, before the overall re-write will be completed. It will be presented to the Board of Directors once finalized.

The office received the \$2,000 grant award check from VRSA to help offset the costs of constructing a gravel walk at the Regional WWTP. The walk will be constructed in the location where some staff members have slipped or fallen and suffered minor injuries due to the steep slope.

Fonda Craig from VRSA informed me that this grant was awarded from excess funds leftover from the 2019 grant campaign. Hearing that, I submitted application for another \$2,000 under the 2020 grant period. These funds, if awarded, will be used to help offset the \$8,000 fee to install surge protection at the Zions WWTP filter building.

I researched and downloaded the various updated posters that are required to be displayed in a location easily seen by staff. I am now in the process of removing the outdated posters and replacing them with the current ones.

As I continue my education in OSHA and VOSH regulations, my “to-do” list under the Safety Program column gets longer and longer. It is very apparent that this program requires more attention than I can currently dedicate, given my other responsibilities. But, I continue to do the best that I can.

### GIS Program:

I am currently digitizing utility lines from engineering plans received for newly approved developments. While it can be an overwhelming task, slow and steady results in some progress each month.

### Training :

I continued my online training to become earn OSHA’s 30-Hour Certification in General Industry.

OSHA Training Institute - “Heat Illness Prevention” – Online Training

Voluntary Protection Programs Participants' Association, Inc. (VPPPA) - The Premier Global Safety and Health Organization™ with OSHA – Workplace Pandemic Protocol Webinar

Respectfully Submitted:

Mary Johnson