

**Louisa County Water Authority
Board of Directors
September 9, 2020**

A. Call to Order

1. Adoption of the Agenda

B. Presentations

2. Resolution – Recognizing Mr. Phillip L. Bailey’s Thirty years of Service

C. Citizen Information

D. Consent Agenda

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3. Approval of the minutes:

A. August 12, 2020 – Regular Business Meeting

4. Treasurer’s Report

A. O & M Report – August 2020

Pages 02-03

B. Approval of O & M Disbursements – August 2020

Pages 04-06

C. County Fund (Construction Projects) August 2020

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E. Old Business

5. Update – James River Water Project

6. Landfill – LCWA Sludge

7. COVID-19 / Coronavirus - updates

Pages 08-29

8. Water Haulers Afterhours

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9. VOSHA Inspection – August 6, 2020 & August 12, 2020

10. Mutual Aid Agreement with Fluvanna County

Pages 31-45

11. Grease Trap Policy

Pages 46-49

12. Costs to Complete Meter Replacement Program

Pages 50-51

13. Continuance of the August 12, 2020 Public Hearing

F. New Business

14. Election of Officers

15. Louisa Regional Wastewater Treatment Plant – HACH ORP Controller Screens Replacement & Warranties

Pages 52

16. Zion Crossroads Wastewater Treatment Plant – Filter Cloth Sock Replacement

Pages 53-54

G. Reports

17. Program Manager’s Report

Pages 55-56

A. LCWA – Infectious Disease (COVID-19) – Preparedness and Response Plan

Pages 57-67

B. LCWA – Temporary Emergency Paid Sick Leave Policy

Pages 68-72

H. General Manager’s Report

I. Committees

J. Short Notice Items

K. Closed Session

A. 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.

B. Pursuant to the provisions of Section §2.2-3711(A)(1) for the purpose of discussion and consideration of personnel matters; including discipline, appointment, assignment, performance and salaries of specific appointees and employees.

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 October 14, 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

II. Consent Agenda (Summary)

2. Approval of the minutes:

A. August 12, 2020 – Regular Business Meeting

The Secretary / Treasurer sent the DRAFT Louisa County Water Authority Board of Directors Meeting Minutes on Friday, August 14, 2020. On Monday, August 17, 2020 Mr. Smith replied, "Looks good. In section 7 could you please add the question was asked for the number and amount of delinquent payments and your response of 32 and \$7169?" No further comments were received.

3. Treasurer's Report:

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

The Authority's revenues exceeded expenditures by \$12,156 for the month of August 2020. The Authority has a positive cash flow of \$90,545 for FY2021 through August 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 – August 2020

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

August Noteworthy expenses:

- APEX Electrical repair work at Laurel Hill = multi-flow system; Zion Crossroads WWTP = filter building, emergency aerator repair, disconnect on UV, chemical feed pump, repair underground conduits, seal tight on grit collector and LED lamp replacement; Zion Water Tank = repair tank mixer; Poore Well house = hour meter; Louisa Regional WWTP = RAS pump, CK#8133, \$9,352.
- Central Virginia Contractors for excavating school pump station for valve installation, CK#8137, \$3,320.
- Core & Main installation of inline valve, CK#8142, \$10,337.
- Absolute Plumbing for Zion Crossroads WWTP jetting out grease at influent pump station, CK#8202, \$1,185.
- APEX Electrical Services, Inc. for Zion Crossroads WWTP for UV crane repairs, CK#8205, \$1,977.
- Carter Machinery for Zion Crossroads Well System generator repairs, CK#8208, \$1,312.
- Fire Hose Direct for hydrant meters with backflow preventers, CK#8220, \$5,250.
- Tencarva for Lagoon pump station preventative maintenance and Zion Crossroads WWTP influent pump station repairs, CK#8232, \$12,681.

C. Construction Fund

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

August Disbursements:

Check #938 Applied Machinery – man lifts for compliance with Fall Protection LRWWTP and ZCWWTP \$92,000.

Remaining Balances:

- \$6,055.91 - Repair & Maintenance Funds.
- \$7,480.40 – Regional WWTP Projects
- \$3,941.78 – Northeast Creek WTP Nanofiltration
- \$39,740.00 – Northeast Creel Fall Protection Upgrades
- \$906.87 – Zion Crossroads WWTP Fall Protection Upgrades
- \$63,349.84 – County's share of Louisa Regional WWTP Fall Protection Upgrades
- \$52,425.33 – Town's share of the Louisa Regional WWTP Fall Protection Upgrades

****On Thursday, August 27, 2020, Robinson Farmer & Cox Associates were onsite to review accounting documents for the Annual Audit.****

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

OPERATING INCOME:

30600	WATER SALES: Public:		
	004 Louisa	\$20,894.95	
	019 Mineral	<u>2,386.04</u>	\$23,280.99
30110	Commercial		17,742.59
30150	Zion Water Sales		40,839.66
25010	Sewer Income		11,678.43
25020	Sludge Services		-0-
25030	Town of Mineral		6,444.89
25040	Zion Sewer Sales		55,181.77
25050	Septage Services		5,598.60
25060	LCWA Septage Profit		-0-
30700	Hook-Up Charges (Water)		1,250.00
31800	Hook-Up Charges (Sewer)		-0-
32000	Fishing Revenue		186.00
31000	STP = Town of Louisa		38,043.56
31500	STP = County of Louisa		14,496.13
32400	Other Revenues/late fees		130.00
32410	County of Louisa Supplemental Appropriation		-0-
32600	Connection Fees - Northeast Creek Service Area		-0-
32800	Zion Connection Fees		45,000.00
34000	ODEC Management Fee		2,500.00
35000	Raw Water Sales		-0-
33000	Interest Income (Includes Accrued Interest)		<u>29.12</u>
	TOTAL O&M INCOME		\$262,401.74
	EXPENDITURES*		<u>(250,245.30)</u>
	DIFFERENCE		\$ 12,156.44

*includes \$29,043.30 or fica, federal and state withholding electronically transferred.

Louisa County Water Authority - O & M Cash Flow - August 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	\$262,402	\$16,102	\$557,008	\$579,915	(\$22,907)
Expenses:	\$278,504	<u>\$250,245</u>	(\$28,259)	\$557,008	<u>\$489,370</u>	(\$67,638)
Total:		\$12,157			\$90,545	

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

Checking Account (O&M) - Wells Fargo - August 2020

Beginning Balance	\$243,516.78
Receipts	269,642.40
Disbursements	186,509.51
Payroll	63,735.79
Bank Charges	151.50
Interest earned on account	2.31
Transfer to Sewer VIP Stable	90,000.00
Void Ck# 8165	1,200.00
Ending Balance	\$173,964.69

Sewer M/M Account - Wells Fargo - August 2020

Beginning Balance	\$68,267.33
Interest earned on account	0.58
Ending Balance	\$68,267.91

Construction Account - Blue Ridge Bank - August 2020

Beginning Balance	\$265,946.15
Interest earned on account	38.01
Disbursements	92,046.02
Ending Balance	\$173,938.14

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

Beginning Balance	\$213,019.95
Interest earned on account	55.88
Transfer from Wells Fargo CKG	90,000.00
Ending Balance	\$303,075.83

Virginia Investment Pool - 1-3 (CD) - August 2020

Initial Deposit	\$677,819.62
Interest earned on account	67.66
Ending Balance	\$677,751.96

Disbursements for
Aug-20

Check	Account Name	Transfer	Amount
Draft	VUPS (43000-\$85.40),(53000-\$85.41) Miss Utility		\$ 170.81
8103	Betty Loving & Bill Carr (23200) Deposit refund (363)		\$ 75.00
8104	Brittany Funk (23200) Deposit refund ()		\$ 75.00
8105	Creative Hair (23200) Deposit refund (535)		\$ 15.96
8106	Jocelyn Zavala (23200) Deposit refund (346)		\$ 90.96
8107	Mary Reuter (23200) Deposit refund (310)		\$ 75.00
8108	Roy Carter (23200) Deposit refund (515)		\$ 75.00
8109	Spirit Home Buyers (23200) Deposit refund (728)		\$ 150.00
8110	Tod Luttrell (23200) Deposit refund (167)		\$ 15.96
8111-	ACH Payroll deposit 8/1-8/15/20		\$ 32,335.73
8131			
8132	Amerigas (50200) Rental		\$ 91.00
8133	Apex Electrical (40200-\$2,199.73),(60120-\$1,280.80),(57640-\$390.00),(70270-\$5,480.98) Laurel Hill lift station, Regional service, Zion WWTP, Poor Well		\$ 9,351.51
8134	Atlantic Builders (23200) Deposit refund		\$ 150.00
8135	Besley Implements (70210-\$60.00),(57520-\$127.74),(55900-\$259.97) Supplies		\$ 447.71
8136	Bob Hardy (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8137	Central Va Contractors (40230) Pump station		\$ 3,320.00
8138	Central Va Electric (70370) Electric service		\$ 296.62
8139	Cintas (60200-\$84.10),(57520-\$40.90),(57630-\$195.89),(70240-\$148.66),(42200-\$69.24),(42110-\$74.48),(43010-\$70.90),(70120-\$58.49), Uniforms		\$ 742.66
8140	Comcast (45800-\$220.30),(46000-\$162.80) Internet, office phones		\$ 383.10
8141	Control Equipment (42200) Supplies		\$ 38.17
8142	Core & Main (50230) School pump station		\$ 10,337.00
8143	Cornwell Engineering (42400) Samples		\$ 70.00
8144	County of Louisa (23950-\$1,350.00),(45210-\$269.26),(23550-\$309.59) Retirement		\$ 1,970.60
8145	County of Louisa (23700) Flexible benefits		\$ 204.16
8146	David Kies (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8147	Dominion Energy (50200) Electric		\$ 244.89
8148	Doug Smith (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8149	Durwood Willis (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8150	ESS ,(57510-\$6,073.75),(70110-\$6,100.25),(42400-\$32.00) Samples,		\$ 12,206.00
8151	Fedex (70190) Return		\$ 163.58
8152	Ferguson (50230-\$411.02),(60120-\$264.89) Pump station, supplies		\$ 675.91
8153	Judson Foster (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8154	Kenny's Central Tire (60140-\$46.87),(70210-\$46.88) Service		\$ 93.75
8155	Louisa Auto Parts (43000-\$31.18),(70120-\$38.74) Supplies		\$ 69.92

8156	Louisa Hardware (47000-\$64),(57520-\$230.53) Supplies		\$ 231.17
9157	Lowes (45900-\$44.30),(55900-\$44.30),(43000-\$729.17),(45800-\$37.89) Supplies		\$ 855.66
8158	Mansfield (45700-\$81.26),(55700-\$81.26),(60140-\$96.34),(70210-\$153.39) Fuel		\$ 412.25
8159	Martin Marietta (43000) Stone		\$ 54.32
8160	Orange Madison (70180-\$404.99),(43000-\$43.49),(53000-\$43.50 Diesel, Supplies		\$ 491.98
8161	Purcell Lumber (43000) Fence		\$ 109.30
8162	Rappahannock Electric (40100-\$9,259.64),(50200-\$88.00),(45900-\$90.02) Electric service		\$ 9,437.66
8163	RedSail (45800) Maintenance		\$ 552.59
8164	Republic Services (70100) Trash service		\$ 259.35
8165	Robert Morgan (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8166	Southern Corrosion (42290-\$2,210.00),(60170-\$1,410.00) Tank maintenance		\$ 3,620.00
8167	Staples (45800) Supplies		\$ 169.78
8168	The Central Virginian (45800) Billing update		\$ 575.64
8169	Time Disposal (57500) Trash service		\$ 75.00
8170	Tom Filer (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8171	USABlueBook (70120) Supplies		\$ 334.66
8172	USI Insurance (47000-\$45.70),(57000-\$45.71) Consulting fee		\$ 91.41
8173	VA AMWA (57000) Maintenance		\$ 74.30
8174	VITA (40100-\$1.19),(57500-\$3.36),(70100-\$4.82),(46000-\$93) Phone		\$ 6.30
8175	Verizon (45900-\$15.24),(55900-\$15.24),(40100-\$103.52),(60100-\$86.60),(70100-\$38.53) Phone		\$ 259.13
8176	Verizon Wireless (40100-\$84.38),(45900-\$44.45),(55900-\$44.47),(46000-\$58.55),(70100-\$148.50),(60100-\$29.27),(57500-\$84.64) Wireless phones		\$ 494.26
8177	Wayne Poore (60150) Water		\$ 433.89
8178	Wells Fargo (70120-\$549.32),(40100-\$70.51),(70210-\$57.47),(42310-\$5.80),(60120-\$22.97),(43000-\$281.97),(57500-\$80.99),(45650-\$547.47),(57520-\$2,010.86) Supplies		\$ 3,627.36
8179	Wes Basore (57650-\$50.00),(70290-\$50.00) Safety shoes		\$ 100.00
8181-	ACH Payroll deposit 8/16-8/31/20		\$ 31,400.06
8201			
8180	Jamie Shifflett (57000) School pump station		\$ 36.00
8202	Absolute Plumbing (70270) Jet pit		\$ 1,185.00
8203	AmeriGas (80100) Propane		\$ 428.50
8204	Anthem Blue Cross Blue Shield (23500-\$3,269.50),(45620-\$13,438.50) Health insurance		\$ 16,708.00
8205	Apex Electrical (70270) Service		\$ 1,976.90
8206	Aqua Air (42400-\$217.78),(60160-\$326.66),(60250-\$77.78) Samples		\$ 622.22
8207	Best Blower (70300) Oil		\$ 309.12
8208	Carter Machinery (60230) Rte 15 Well Pump		\$ 1,312.45
8209	Central VA Elec Coop (70310-\$49.37),(60250-\$55.59),(60100-\$1,021.10),(70250-\$78.39) Electric		\$ 1,204.45
8210	Chemtrade (57550) Chemicals		\$ 1,599.74
8211	Coeco-Valley Office Machines (45800-\$161.10),(70100-\$1.78) Copies		\$ 162.88

8212	Comcast (70100) Internet		\$ 96.90
8213	County of Louisa (45210-\$7,508.04),(23550-\$4,477.40),(45220-\$510.74),(23400-\$756.24),(45640-\$104.018) Retirement, Life & HIC		\$ 13,356.43
8214	County of Louisa (23550-\$331.37),(23950-\$1,350.00),(45210-\$289.23) Retirement		\$ 1,970.60
8215	County of Louisa (23700) Flexible Spending		\$ 204.16
8216	Dominion Energy Virginia (40100-\$53.07),(45900-\$244.61),(50200-\$6.59),(60100-\$1,034.24),(70100-\$4,533.64),(80100-\$186.80) Electric service		\$ 6,058.99
8217	ESS (57510-\$408.25),(70110-\$274.25) Samples		\$ 682.50
8218	EZ Performane (55900) Service mower		\$ 32.25
8219	Fedex (42400) Samples		\$ 54.91
8220	Fire Hose Direct (43000) Water meter with backflow preventer		\$ 5,250.00
8221	Grainger (70270) Fuse Class CC		\$ 47.91
8222	Lake Anna Tractor (45900-\$88.65),(55900-\$88.66) Supplies		\$ 177.31
8223	Mansfield Oil (45700-\$82.78),(55700-\$104.29),(55900-\$29.12),(70210-\$162.38),(60140-\$108.23) Fuel		\$ 486.80
8224	Minnesota Life (23410) Optional life		\$ 72.80
8225	Orange Madison (42280-\$248.50),(70180-\$234.80) Culvert pipe, propane		\$ 483.30
8226	Pam Baughman (46000) Cell phone		\$ 45.00
8227	Pitney Bowes (45800) Postage		\$ 1,000.00
8228	Rappahannock Electric(40200-\$549.63),(45900-\$140.19),(57500-\$5,060.27) Electric service		\$ 5,750.09
8229	Robert Morgan (47100-\$600.00),(57100-\$600.00) Board payment		\$ 1,200.00
8230	Scientific Methods (42400) Samples		\$ 385.00
8231	Staples (45800) Supplies		\$ 200.55
8232	Tencarva (50230) Service T3 pumps, Valve check Rotating Assy		\$ 12,681.15
8233	The Standard (45660) Long term dissability		\$ 285.06
8234	Town of Louisa (57500) Water		\$ 1,398.62
8235	Treasurer of VA (80110-\$300.00),(46200-\$300.00) Dam recertification		\$ 600.00
8236	Univar (57550-\$2,985.77),970150-42,304.02) Chemicals		\$ 5,289.79
8237	USABlueBook (70120-\$278.15),(43000-\$244.00) Supplies, meter lock		\$ 522.15
8238	VACORP (45660) Hybrid		\$ 115.25
8239	Verizon (57500) Phone		\$ 79.35
8240	VRSA (45500) Audit		\$ 509.00
8241	Waypoint (57510) Testing		\$ 618.80
	FICA 8/15		\$ 12,643.59
	FICA 8/31		\$ 12,075.19
	Virginia Department of Taxation 8/15		\$ 2,204.59
	Virginia Department of Taxation 8/31		\$ 2,119.93
		\$0.00	\$250,245.30
	Total disbursements for August 2020		

Virginia commission extends moratorium on utility shutoffs



RICHMOND, Va. (AP) — Virginia's State Corporation Commission has extended its moratorium on utility shutoffs.

The commission said in a statement on Monday that the shutoff ban is being extended from August 31 to September 16.

The commission said the extension gives the Virginia General Assembly more time to pass any legislation related to the pandemic's impact on customers' ability to pay their bills.

The SCC's moratorium was originally imposed on March 16, 2020. It was an emergency measure to protect customers from the immediate economic impacts of the COVID crisis.

After the shutoff ban ends, customers who entered into extended payment plans will continue to be protected if they remain current or enter into new repayment plans.

"The expiration of our moratorium does not mean that customers are without options for continuing utility service, and we strongly urge utilities to make every effort to accommodate customers who are making good-faith efforts to pay their bills," the commission said.

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On Tuesday, September 1, 2020, Governor Northam made the following announcements on Virginia's COVID-19 response:

- Data: Virginia's testing numbers are ranging from 15,000-20,000 tests per day. Virginia's percent positivity is around 7%. The Eastern Region, which saw a spike of 12% positivity in July, is now down to just under 9% positivity. Governor Northam said case numbers remain steady, and we need to remain vigilant.
- Reopening: Governor Northam said there will be no changes in reopening in the Eastern Region before Labor Day. He noted the surges in cases that occurred after Memorial Day and Fourth of July as his reason not to ease restrictions before the holiday weekend. Governor Northam said if the numbers continue to trend in the right direction, the Eastern Region will be able to join the rest of Virginia in Phase III soon.
- COVIDWISE: The exposure notification app, COVIDWISE, is performing well. More than 460,000 Virginians have downloaded the app. Governor Northam thanked Virginians for downloading the app and encouraged others to download it.
- Testing: Virginia is averaging 15,000-20,000 PCR tests per day. Governor Northam noted that the state lab is now doing antibody testing. He said antibody testing is another important tool we can use to better understand the virus. Governor Northam encouraged those that think they need a test to get a test. Governor Northam said that despite changes to the CDC guidelines, he encourages those that have symptoms or may have been exposed to consult their physicians.
- DMV: Governor Northam extended the validity of licenses and IDs that expire at the end of October for 60 days.
- Elections: Governor Northam said the Commonwealth is seeing a shortage of poll workers due to COVID-19. The Department of Elections is partnering with the Department of Health to provide safe and sanitary polling locations for voters and poll workers. Virginians can apply to be a poll worker at www.vote.virginia.gov.
- Census: Governor Northam encouraged Virginians to complete the census. Currently, Virginia has the seventh highest return rate. The deadline to complete the census is September 30, 2020.
- Colleges and Universities: Governor Northam said we are seeing concerning numbers at our colleges and universities very early on. He noted that his administration provided specific guidelines to the schools, and the colleges and universities' plans have been certified by SCHEV. Governor Northam said he is monitoring the situation closely.

This an update on SB 5118 (Sen. McClellan) requiring utilities – electric, gas, water, wastewater – to develop Emergency Debt Repayment Plans (EDRPs).

The Senate Commerce & Labor Committee heard SB 5118 this afternoon. The hearing lasted nearly one hour.

Sen. McClellan announced that she has agreed to “remove municipalities” from the legislation’s EDRP requirements; however, municipalities will continue to be required to do certain reporting.

In terms of what “removing municipalities” specifically means, Sen. McClellan said that “if you’re a utility that is not subject to the State Corporation Commission’s jurisdiction,” then you’re not going to be subject to the bill’s EDRP provision, though you will be subject to certain data collection and reporting requirements.

All of the discussion regarding removing municipalities was just that – discussion. We have not seen the written amendments that will indeed remove municipalities from the bill.

Also, Governor Northam has proposed a budget amendment that similarly seeks to develop a utility debt repayment plan. That budget language is seemingly being revised. We have not yet seen any revisions. (The Governor’s office was monitoring the Senate Commerce & Labor Committee’s hearing.)

Obviously, a goal is to make sure any legislation that may pass is not in conflict with any budget language that’s on the same subject.

So. The result of today’s Senate Commerce & Labor Committee meeting on SB 5118 was as follows:

- Committee adopted amendments in concept to “remove municipalities from the bill” – but we need to see that in writing.
- Committed voted to refer SB 5118 to Senate Finance & Appropriations Committee. Vote as 8-Y, 5-N, 1-A.

As a result of the Committee’s actions, SB 5118 will now go to the Senate Finance & Appropriations Committee – which will now have before it both SB 5118 (amended to remove municipalities) and the proposed budget language on the same subject. This is good. Now we have one Committee that is looking at both and can ensure that they are complementary.

We still must see the revised bill that “removes municipalities.” We will likely see a revised bill early next week.

For water and wastewater utilities and authorities, this was a very positive step forward.

SB 5118 – which will be heard today in Senate Commerce & Labor Cmte, apparently after the full Senate adjourns its 10 am start – has changed a bit from yesterday’s version.

- All utilities – electric, gas, water, wastewater – must prepare Emergency Debt Repayment Plans.
- EDRP is now for “an up to 12-month repayment period” (down from up to 24 months)
- Still requires EDRP info dissemination to all customers (not just those delinquent)
- Still disallows new add-on charges, interest, fees
- Still requires utility to work with customers on payment options, EDRP enrollment, etc.
- Still disallows shut-offs if customer is in an EDRP and current
- Utilities (all) must prepare reports with various categories of detailed information
 - Utilities governed by SCC must submit that report and info to SCC
 - “Municipal utilities” must submit a report to certain General Assembly committees

Stakeholders’ Positions (as I understand them as of 8/28/20 at 10 am, but always subject to change)

- VWWAAA – oppose

- VML – oppose
- Fairfax Water – oppose
- VACO - ??
- Municipal electrics and electric co-ops – oppose
- Gas companies – oppose
- Private water companies – oppose
- Dominion - ??
- APCO - ?

Generally, water/wastewater utilities are opposing for these reasons:

- Already have authority to do repayment plans – and indeed are doing so (all a customer has to do is call)
- w/ww utilities are reporting no significant problems in setting up mutually agreeable repayment plans with customers
- EDRPs may require extensive/expensive billing software changes
- Typically don't have to report to SCC or the GA committees

7. a. Notwithstanding any other provision of law, upon the declaration by the Governor of a state of emergency pursuant to § 44-146.17 of the Code of Virginia in response to a communicable disease of public health threat as defined in §44-146.16 of the Code of Virginia, electric companies subject to regulation of the State Corporation Commission (“Commission”), natural gas suppliers subject to the regulation of the Commission, electric and gas municipal utilities, and water suppliers and wastewater service providers (“utilities”) are prohibited from disconnecting service to residential customers for non-payment of bills or fees until the Governor determines that the economic and public health conditions have improved such that the prohibition does not need to be in place, or until at least 60 days after such declared state of emergency ends, whichever is sooner. The utilities shall notify all customers who are at least 30 days in arrears of this utility disconnection moratorium and the COVID Relief Repayment Plan (Repayment Plan) within 60 days after the enactment of this Act, which may be by bill insert or bill notice, with information detailing its Repayment Plan, including eligibility and billing information; and

b. No more than 60 days after the enactment of this Act, the utilities must offer customers a Repayment Plan for past due accounts while such prohibition is in effect that includes, at minimum, the following provisions:

1.) The Repayment Plan shall not require any new deposits, down payments, fees, late fees, interest charges, or penalties, nor shall such plan accrue any fees, interest, or penalties, including prepayment penalties;

2.) The Repayment Plan shall amortize the repayment of a customer’s utility debt over a minimum period of 6 months and up to 24 months for each utility. However, a customer may satisfy the Repayment Plan in part or in full at any time; and

3.) The utilities shall not apply eligibility criteria, such as installment plan history, nor shall the utilities report to credit bureaus or debt collectors any payments owed while on the Repayment Plan. However, the utilities may require the customer to attest to the utility or to a third party chosen by the utility that the customer has experienced a financial hardship resulting directly or indirectly from the public health emergency or that they have experienced a hardship to pay during the public health emergency.

c. Nothing herein shall limit or prevent the utilities or the residential customers from applying or seeking debt relief or mitigation from any available resource, from entering into another payment plan offered by the utility, or from renegotiating the terms of the Repayment Plan. If a utility has established a Repayment Plan program that provides financial assistance to utility customers with funding provided through the CARES Act, or directs customers where to access financial assistance with funding provided through the CARES Act, such utility’s customers who are at

accounts that are participating in the Repayment Plan, or another repayment plan as set forth by the utility, and (c) the cumulative level of customer arrearages by locality. The Commission on Local Government shall provide the chairs of the House Committees on Labor and Commerce and Appropriations, the Senate Committees on Commerce and Labor and Finance and Appropriations, and the Secretary of Commerce and Trade an aggregated anonymized report by utility containing such compiled information within three months of the expiration of the prohibition and annually thereafter for the following two years.

h. Notwithstanding any other provision of law, the Commission shall, no later than October 31, 2020, enter an order administering 100 percent of the earnings charged during 2017, 2018, and 2019 by a Phase II Utility, as defined in § 56-585.1 of the Code of Virginia, that are in excess of the utility's most recently approved rate of return, as calculated by the Commission in its 2020 Status Report on the Implementation of the Virginia Electric Utility Regulation Act pursuant to § 56-596 B of the Code of Virginia as follows:

- (i) \$220.1 million shall offset, on a dollar-for-dollar basis, the utility's outstanding aged accounts receivable balances more than 60 days in arrears for residential customers as of September 30, 2020. Any amounts remaining of the \$220.1 million shall be credited, at the Commission's discretion, to all customers' bills as a one-time bill credit.
- (ii) \$100 million shall offset, on a dollar-for-dollar basis, the utility's outstanding aged accounts receivable balances more than 90 days in arrears for residential customers accruing after September 30, 2020 on an ongoing basis during such time as the utility disconnection moratorium is in place. Any amounts remaining of the \$100 million shall be credited, at the Commission's discretion, to all customers' bills as a one-time bill credit during the utility's 2021 triennial review.
- (iii) \$182.6 million may be used during the utility's 2021 triennial review as a customer credit reinvestment offset as authorized in § 56-585.1(A)(8)(d) of the Code of Virginia. Any amounts remaining of the \$182.6 million that are not utilized for a customer credit reinvestment offset shall be credited, at the Commission's discretion, to all customers' bills as a one-time bill credit during the utility's 2021 triennial review.

Any ratepayer relief authorized by this act shall not be considered as revenue reductions in any future earnings tests. Any earnings that are in excess of 70 basis points above the utility's most recently approved rate of return, as determined by the Commission in the utility's 2021 triennial review, shall be calculated net of any ratepayer relief authorized by this act. The Commission shall consider any ratepayer relief authorized by this act to be non-recurring, and such relief shall not be considered in determining future rates.

2020 SPECIAL SESSION I

SENATE SUBSTITUTE

20201077D

SENATE BILL NO. 5118

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the Senate Committee on Commerce and Labor
on August 28, 2020)

(Patron Prior to Substitute—Senator McClellan)

A BILL to require certain utilities to develop an Emergency Debt Repayment Plan.

Be it enacted by the General Assembly of Virginia:

1. § 1. Notwithstanding any other provision of law, every jurisdictional utility shall develop an Emergency Debt Repayment Plan (EDRP) for arrearages accrued during a state of emergency or service disconnection moratorium as defined herein by residential customers. Jurisdictional utilities may collaborate or partner with third-party organizations, institutions, or agencies for the purpose of successful compliance and implementation of its EDRP.

An EDRP shall be designed to ensure that debt accrued during the state of emergency or the service disconnection moratorium, in addition to the residential customer's regular utility bill, are sustainable and affordable for the residential customer and shall allow for (i) an up to 12-month repayment period and (ii) a residential customer to roll over remaining debt with any debt accrued under a subsequent state of emergency. A jurisdictional utility shall not require any new deposit or application fee or any other new type of advance payment before enrolling a residential customer in an EDRP and shall not charge any interest, late fees, finance charges, or prepayment penalties on the unpaid debt while the residential customer is enrolled in an EDRP. A jurisdictional utility shall coordinate its EDRP with any other relevant financial assistance programs, energy assistance and weatherization programs, or percentage of income payment programs. Nothing shall preclude a jurisdictional utility from including additional arrearages accrued by the residential customer not related to the state of emergency in an EDRP upon mutual agreement between the jurisdictional utility and the residential customer. Prior to disconnecting for nonpayment any residential customer who has an overdue balance accrued during the state of emergency of service disconnection moratorium, a jurisdictional utility shall work in collaboration with the residential customer to seek and apply any available resources that either reduce or eliminate such accumulated balance or enroll the residential customer to repay the accumulated debt through other available repayment programs offered by the jurisdictional utility or in which the jurisdictional utility participates for its residential customers. If such repayment programs are not available to the residential customer or do not afford the residential customer sustainable repayment options for that residential customer, then the jurisdictional utility shall offer to enroll the residential customer into the EDRP.

Every jurisdictional utility shall provide its residential customers, in the same manner the residential customer receives billing information, which may be by bill insert or bill notice, with information detailing its EDRP. The jurisdictional utility shall not disconnect service for nonpayment any residential customer enrolled in the plan provided that the residential customer remains in compliance with the terms of the EDRP and remains current on the residential customer's current jurisdictional utility bill as that bill may be due and payable. If a residential customer fails to pay in full the amounts due under the EDRP, and the residential customer and the jurisdictional utility have not agreed to a modification of the terms of the EDRP, nothing under this act shall prevent a new payment plan or from disconnecting service.

Utilities shall prepare a report that contains the following anonymized information: (a) the number of accounts remaining in the EDRP; (b) the total amount of and average of debt for accounts remaining in the EDRP; (c) the number of accounts removed from the EDRP, categorized by reason; (d) the amount of and average of debt still remaining for accounts removed from the EDRP, and (e) the amount of recorded deferrals of expenses authorized by that certain order of the Commission in Case Number PUR-2020-00074. Utilities under the Commission's jurisdiction shall provide the aggregated anonymized report containing such compiled information to the Commission no later than January 1, 2021, for the period of June 15, 2020, through December 15, 2020, and no later than January 1, 2022, for the period of December 16, 2020, through December 15, 2021. The Commission shall provide an aggregated anonymized report by utility type containing such compiled information to the chairs of the House Committees on Labor and Commerce and Appropriations and the Senate Committees on Commerce and Labor and Finance and Appropriations no later than January 15, 2021, for the period of June 15, 2020, through December 15, 2020, and no later than January 15, 2022, for the period of December 16, 2020, through December 15, 2021.

Every municipal utility shall provide an aggregated anonymized report to the chairs of the House Committees on Labor and Commerce and Appropriations and the Senate Committees on Commerce and Labor and Finance and Appropriations that contains the following information: (1) the number of

SENATE SUBSTITUTE

SB5118S1

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accounts participating in a repayment plan; (2) the total amount of and average of debt for accounts participating in a repayment plan; (3) the number of accounts removed from a repayment plan, categorized by reason; (4) the amount of and average of debt still remaining for accounts removed from a repayment plan; and (5) the carrying costs of the debt for accounts participating in a repayment plan and any associated administrative costs incurred. Such municipal utilities shall provide such report no later than January 15, 2021, for the period of June 15, 2020, through December 15, 2020, and no later than January 15, 2022, for the period of December 16, 2020, through December 15, 2021.

No later than November 20, 2020, the Commission shall provide an aggregated anonymized report to the chairs of the House Committees on Labor and Commerce and Appropriations and the Senate Committees on Commerce and Labor and Finance and Appropriations containing the following information by utility type: (A) the outstanding aged accounts receivable balances as of May 31, 2020, resulting from the service disconnection moratorium; (B) associated collections from residential customers during each of the months of June, July, and August 2020; (C) associated additions to aged accounts receivable balances during each of the months of June, July, and August 2020; and (D) the resulting aged accounts receivable balances, net of collections and additions, as of June 30, July 31, and August 31, 2020.

Nothing in this act shall be construed to grant any additional jurisdiction or authority to the Commission over any utilities not otherwise conferred by law.

§ 2. As used in this act:

"Commission" means the State Corporation Commission.

"Municipal utility" means a utility providing electric, gas, or water or wastewater service that is owned or operated by a city, county, town, authority, or other political subdivision of the Commonwealth.

"Service disconnection moratorium" means that certain order of the State Corporation Commission in Case Number PUR-2020-00048 issued on June 12, 2020, or any successor order.

"State of emergency" means the state of emergency declared by the Governor in Executive Order 51, as amended, or any successor state of emergency issued by the Governor pursuant to § 44-146.17 of the Code of Virginia in response to the COVID-19 pandemic.

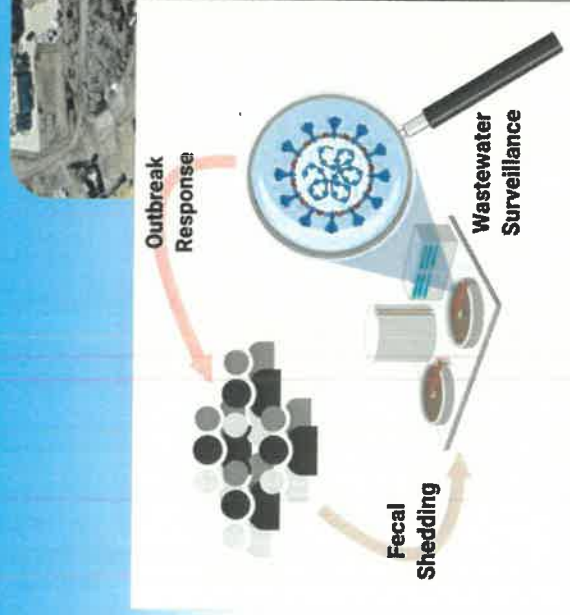
"Subsequent state of emergency order" means a future state of emergency issued by the Governor pursuant to § 44-146.17 of the Code of Virginia in response to a communicable disease of public health threat as defined in § 44-146.16 of the Code of Virginia that is unrelated to the COVID-19 pandemic.

"Jurisdictional utility" means a utility providing electric, gas, or water or wastewater service that is subject to regulation by the Commission.

Using Wastewater-Based Epidemiology to Track COVID-19 in Detroit

Anna Mehrotra, PhD PE

September 3, 2020



Source: Wastewater-Based Epidemiology: Global Collaborative to Maximize Contributions in the Fight Against COVID-19
Environmental Science & Technology

Study Team



Brijen Miyani
Irene Xagorarakis



Xavi Fonoll
John Norton



Arthur Chan
Anna Mehrotra

Miyani et al. 2020. SARS-CoV-2 in Detroit Wastewater.
Journal of Environmental Engineering. 146(11).

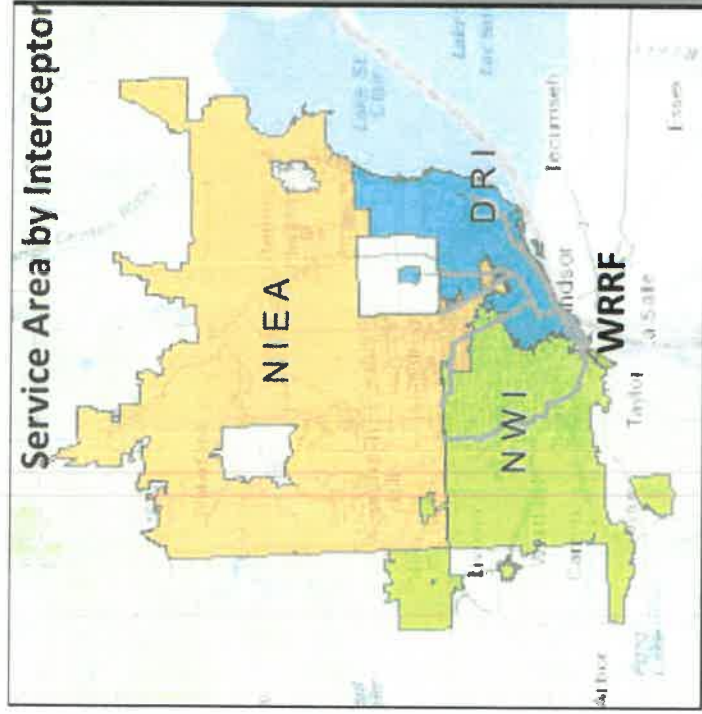
Study Site



Great Lakes Water Authority Water Resource Recovery Facility

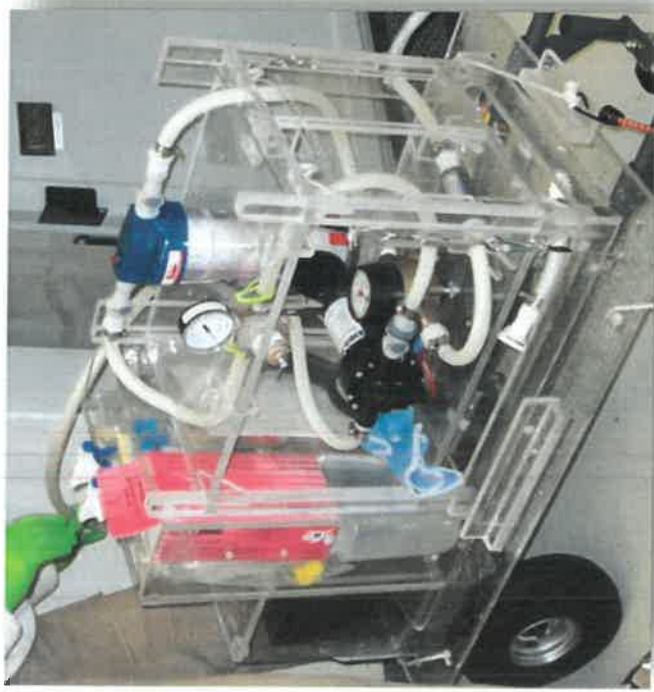
- Treats: 1,700 mgd primary & 930 mgd secondary
- Serves: 3.2 million people in 76 communities + City of Detroit
- Covers: 946 mi² service area with combined & separate sewers

Study Design



- Raw influent
- 3 interceptors
- 2-3 x per week
- Started April 8; ongoing
- qPCR, metagenomics, biomarkers, conventional parameters

Testing Method for qPCR



O'Brien et al. 2017. **Water Research** 111: 338-345
USEPA. 2001. Chapter 14 in *Manual of Methods for Virology*

Collection

- Electropositive NanoCeram filters
- 40-70 L filtered in field

Elution and extraction

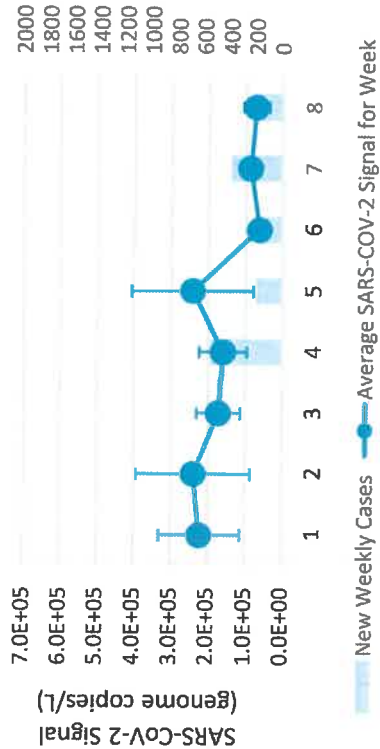
- Beef extract elution
- Concentration
- Viral RNA QIAGEN

RT-qPCR

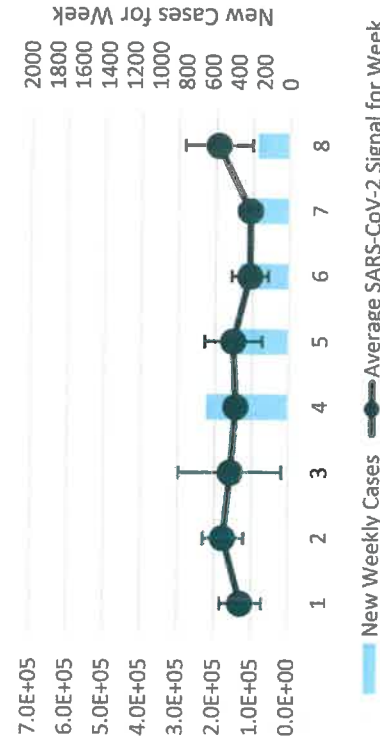
- N1 target for now
- Inhibition, negative, positive controls

SARS-CoV-2 & Disease Data

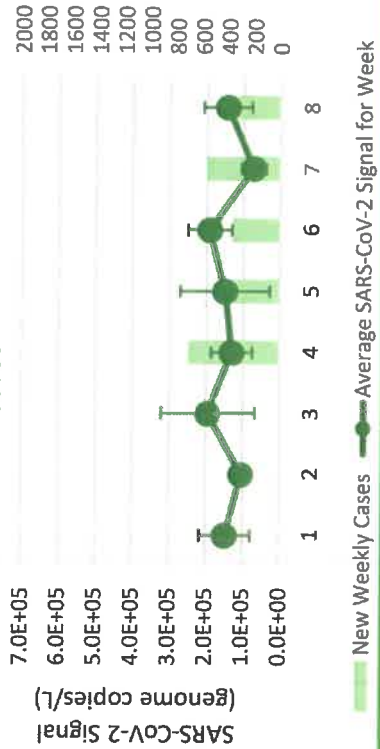
DRI



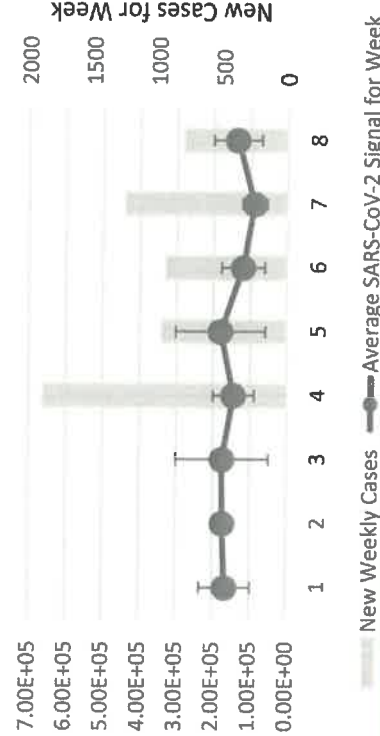
NIEA



NWI

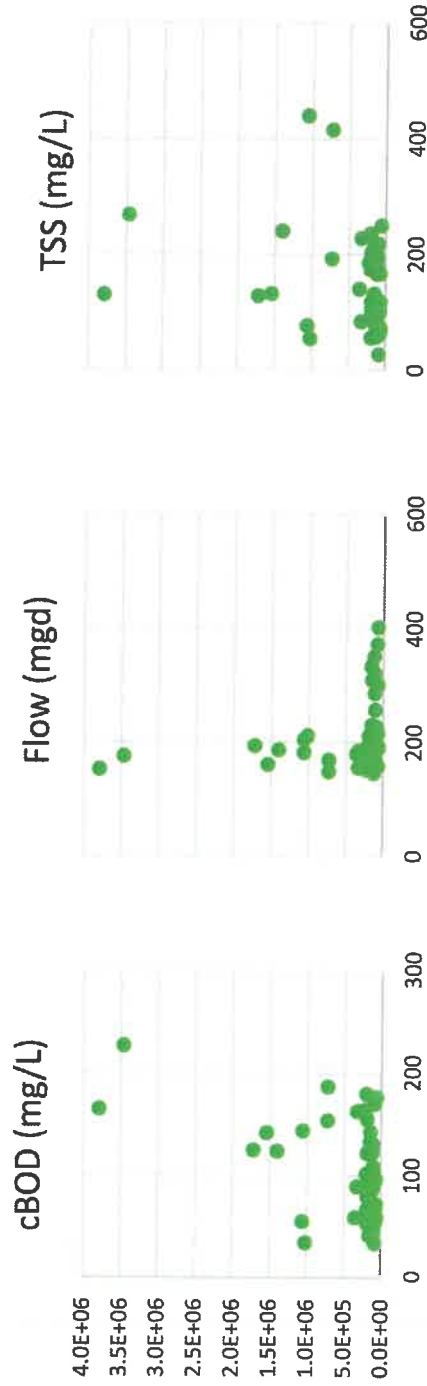


Total

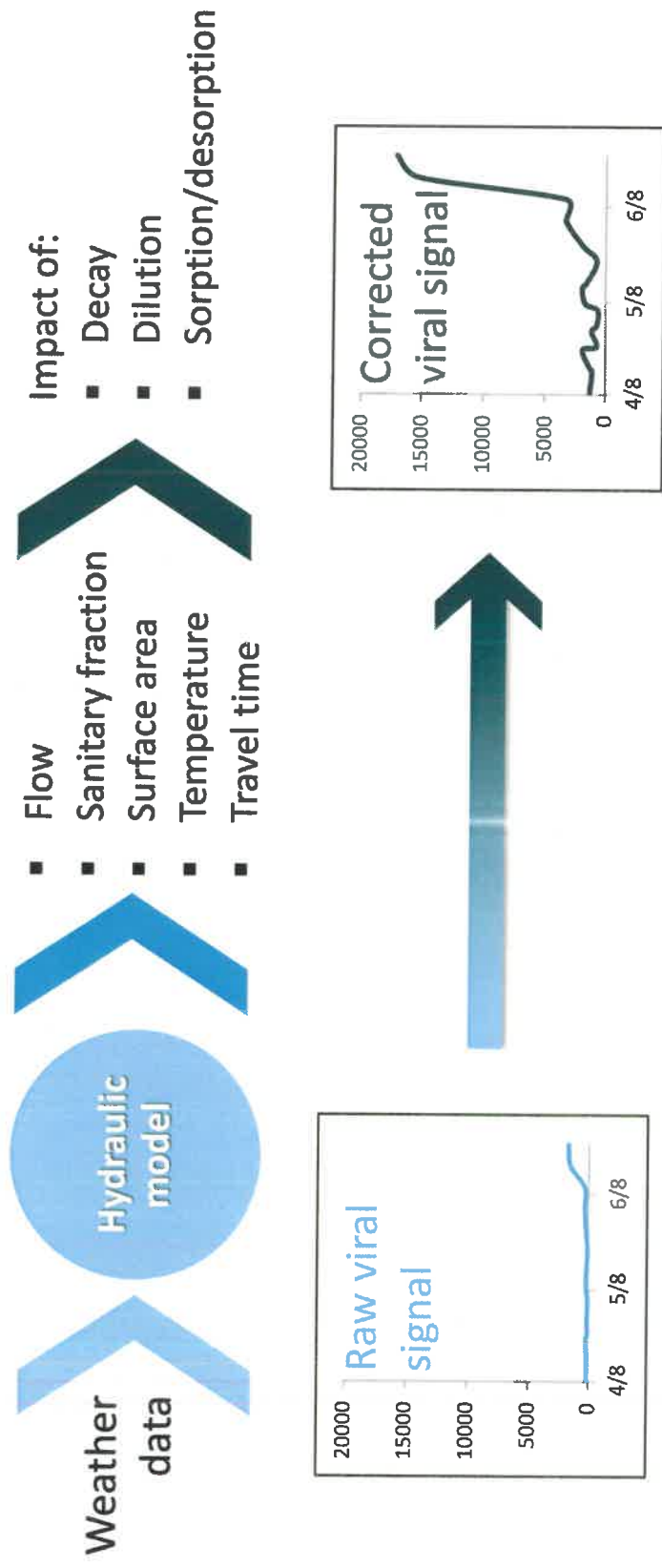


Statistical Relationships

SARS-CoV-2 *VS.* Biomarker concentration • BOD
COVID incidence • Flow • Population density
Positive COVID test rate • Precipitation
Sewer miles • Sewer surface area
Temperature • Total population • TSS



Sewer Mechanisms



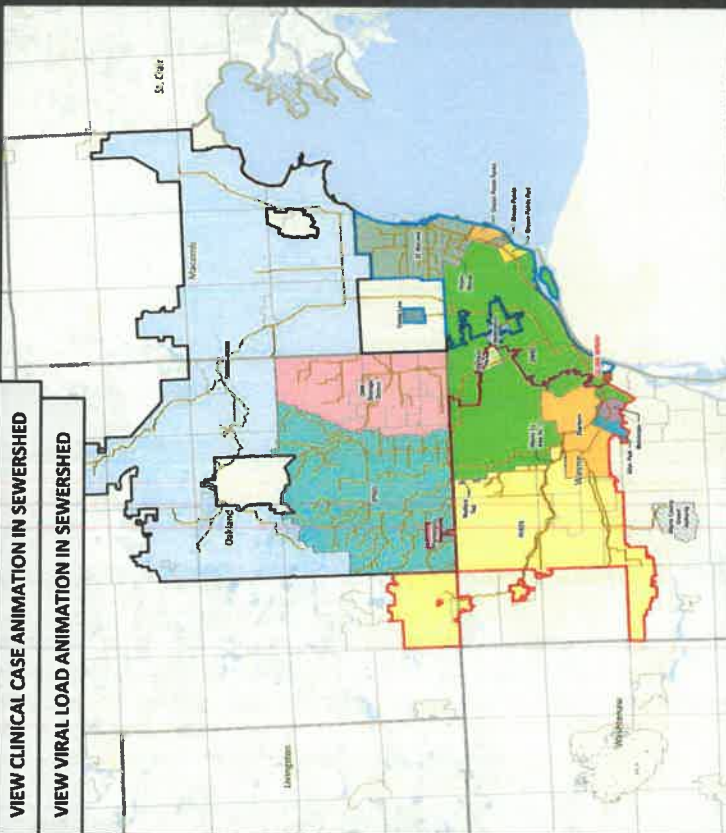
Data Interpretation and Dashboards



- Raw data; metadata
- Viral signal correction or normalization
- Prevalence estimate
- Future disease case predictions
- Uncertainty
- Health data vs. sewershed scale
- Assumptions

[VIEW CLINICAL CASE ANIMATION IN SEWERSHED](#)

[VIEW VIRAL LOAD ANIMATION IN SEWERSHED](#)



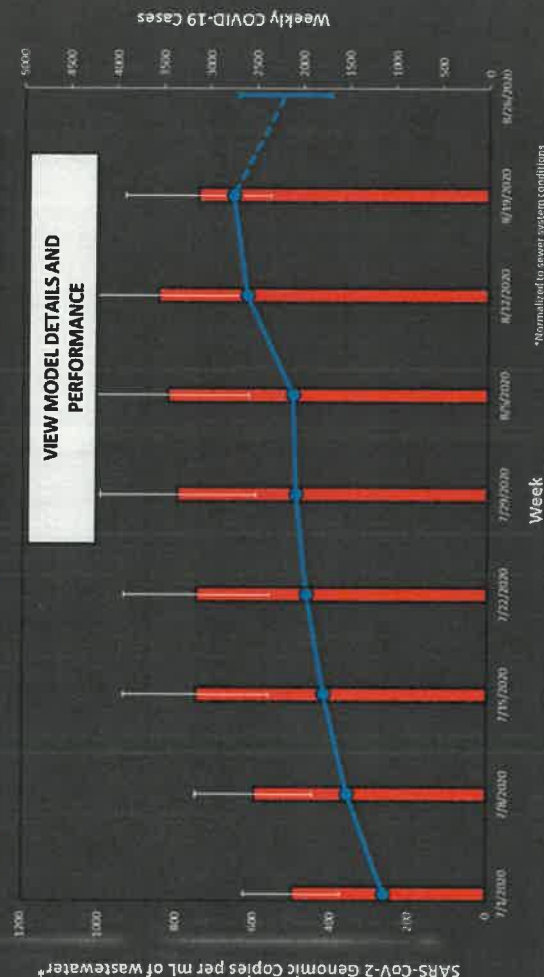
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48005 48015 48035 48036 48038 48071 48076 48076 48080 48090 48094 48095 48096 48097 48100 48102 48103 48104 48106 48108 48109 48110 48111 48112 48113 48114 48115 48116 48117 48118 48119 48120 48121 48122 48123 48124 48125 48126 48127 48128 48129 48130 48131 48132 48133 48134 48135 48136 48137 48138 48139 48140 48141 48142 48143 48144 48145 48146 48147 48148 48149 48150 48151 48152 48153 48154 48155 48156 48157 48158

HOVER OVER ZIP CODE TO SEE AREA AND POPULATION IN MAP ABOVE
ZIP CODES 48005-48158 - OVER 20% ARE IN THE SEWERSHED OF CLINICAL COVID-19 CASE STATISTICS AND TRENDS
CLICK ZIP CODE FOR POP-OUT OF DEMOGRAPHICS AND CLINICAL COVID-19 CASE STATISTICS AND TRENDS

COVID-19 Clinical Data v. SARS CoV-2 Genome Copies in Wastewater

Average Weekly Viral Signal Clinically Confirmed Cases Model Predicted Cases**



*Normalised to sewer system conditions
**Error bars represent 95% confidence interval of model estimate

WEEK OF 8/17/20 SEWERSHED STATISTICS

TOTAL FLOW (MGD)	SANITARY FLOW (MGD)	I/I FLOW (MGD)	INDUSTRIAL FLOW (MGD)
731	191	439	101

COVID-19 CASES	% WEEKLY CHANGE
2,600	+20%

SARS COV-2 IN WW	% WEEKLY CHANGE
800 ± 200	-12%

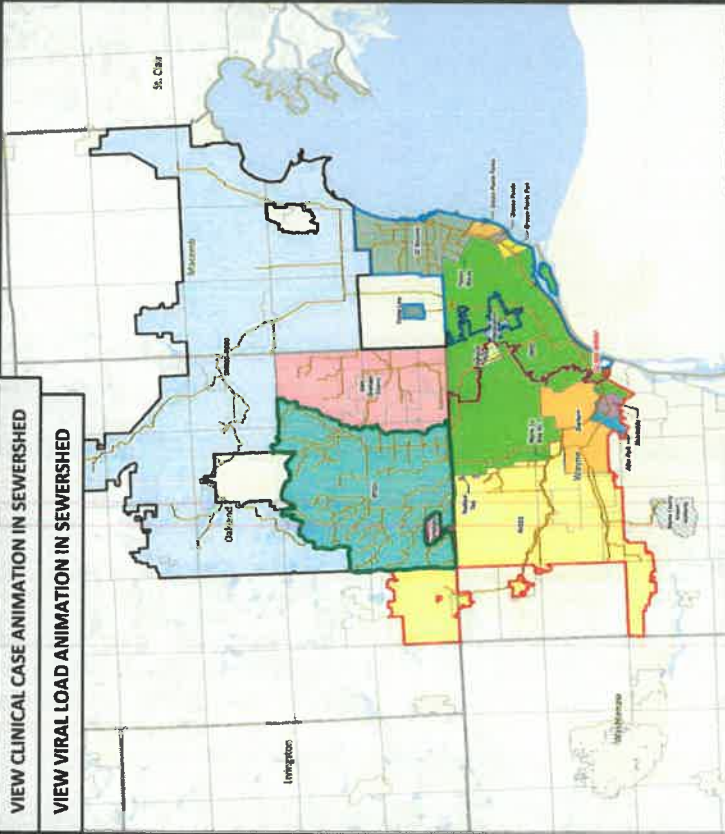
PREDICTED CASES NEXT WEEK
2,200 ± 300

SARS-CoV-2 Wastewater Analysis



VIEW CLINICAL CASE ANIMATION IN SEWERSHED

VIEW VIRAL LOAD ANIMATION IN SEWERSHED



ZIP CODES IN SEWERSHED

48005	48015	48035	48036	48038	48021	48025	48026	48090	48090
48094	48095	48096	48097	48100	48103	48104	48106	48108	48108
48109	48110	48111	48112	48113	48114	48115	48116	48117	48118
48119	48120	48121	48122	48123	48124	48125	48126	48127	48128
48129	48130	48131	48132	48133	48134	48135	48136	48137	48138
48139	48140	48141	48142	48143	48144	48145	48146	48147	48148
48149	48150	48151	48152	48153	48154	48155	48156	48157	48158

HOVER OVER ZIP CODE TO SEE AREA AND POPULATION MAP ABOVE
ZIP CODES: 48005-48158
CLICK ZIP CODE FOR POP-OUT OF DEMOGRAPHICS AND CLINICAL COVID-19 CASE STATISTICS AND TRENDS

Total Service Area

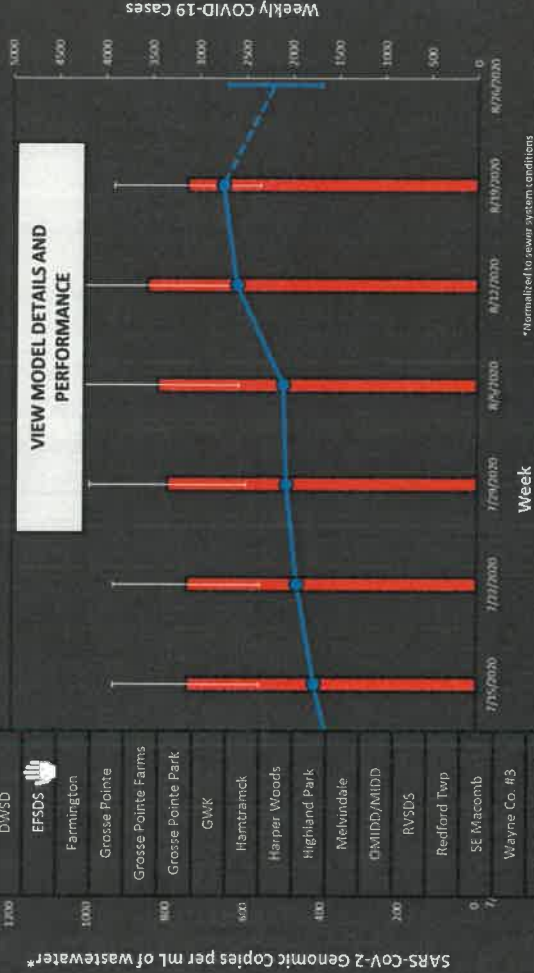
Select Sub-Basin(s) to Filter

Select Date Range 7/1/2020 to 8/21/2020

Allen Park
Center Line
Dearborn
DWSD
EFSDS
Farmington
Grosse Pointe
Grosse Pointe Farms
Grosse Pointe Park
GWK
Hamtramck
Harper Woods
Highland Park
Methuendale
OMADDY/MIDD
RVSOS
Redford Twp
SE Macomb
Wayne Co. #3
Wayne Co. Airport

COVID-19 Clinical Data v. SARS CoV-2 Genome Copies in Wastewater

Weekly Viral Signal Clinically Confirmed Cases Model Predicted Cases**



*Normalized to sewer system conditions
**Error bars represent 95% confidence interval of model estimate

WEEK OF 8/17/20 SEWERSHED STATISTICS

TOTAL FLOW (MGD)	SANITARY FLOW (MGD)	I/I FLOW (MGD)	INDUSTRIAL FLOW (MGD)
731	191	439	101

COVID-19 CASES	% WEEKLY CHANGE
2,600	+20%

SARS COV-2 IN WW	% WEEKLY CHANGE
800 ± 200	-12%

PREDICTED CASES NEXT WEEK
2,200 ± 300

SARS-CoV-2 Wastewater Analysis

Select Sub-Basin(s) to Filter

EFSDS

3

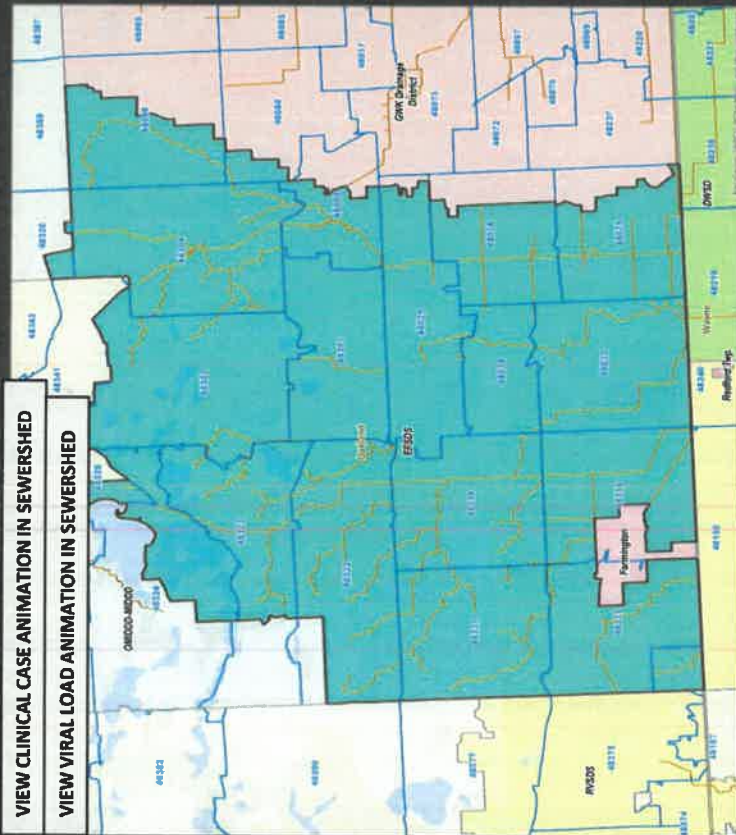
Select Date Range

7/1/2020 圖書

8/21/2020

VIEW CLINICAL CASE ANIMATION IN SEWERSHED

VIEW VIRAL LOAD ANIMATION IN SEWERSHED



ZIP CODES IN SEWERSHED

480075 480115 480335 480336 480338 480321 480276 480266 480080 480090
480094 480095 480096 480097 481000 481002 481003 481004 481005 481008
481009 481100 481111 481112 481113 481114 481115 481116 481117 481118
481119 481200 481201

HOVER OVER ZIP CODE TO SEE AREA AND POPULATION IN MAP ABOVE
ZIP CODES [LINK OUTSIDE CASES BY COUNTY MAP](#) [LINK OUTSIDE CASES BY COUNTY MAP](#)
CLICK ZIP CODE FOR POP, OUT OF DEMOGRAPHICS AND CLINICAL COVID-19 CASE STATISTICS AND TRENDS

COVID-19 Clinical Data v. SARS CoV-2 Genome Copies in Wastewater

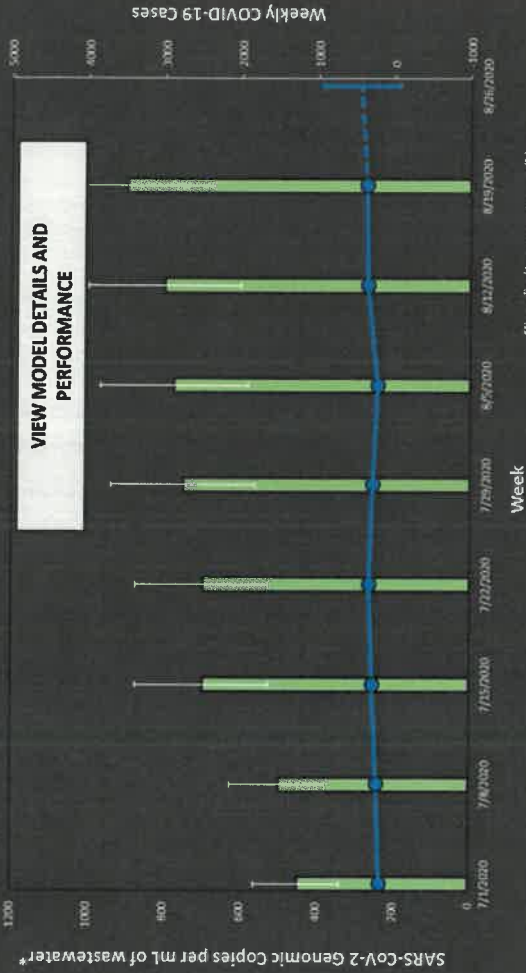
■ Average Weekly Viral Signal
 ■ Clinically Confirmed Cases
 ■ Model Predicted Cases**

Average Weekly Viral Signal

■ Average Weekly Viral Signal

■ Average Weekly Viral Signal
 ■ Clinically Confirmed Cases
 ■ Model Predicted Cases**

VIEW MODEL DETAILS AND PERFORMANCE

^aNormalized to sewer system conditions

- Normalized to sewer system conditions
- Error bars represent 95% confidence interval of model estimate

WEEK OF 8/17/20 SEWERSHED STATISTICS

TOTAL FLOW (MGD)	SANITARY FLOW (MGD)	I/I FLOW (MGD)	INDUSTRIAL FLOW (MGD)
162	42	97	23

COVID-19 CASES	% WEEKLY CHANGE
375	+8%

SARS COV-2 IN WW	% WEEKLY CHANGE
900 ± 250	+13%

PREDICTED CASES NEXT WEEK	450 ± 100
100	100
200	200
300	300
400	400
500	500
600	600
700	700
800	800
900	900
1000	1000

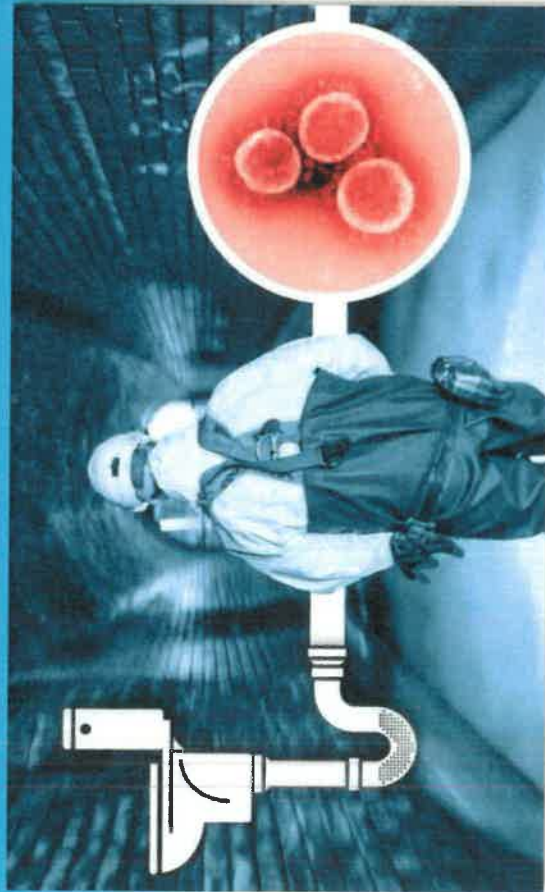
Closing Thoughts



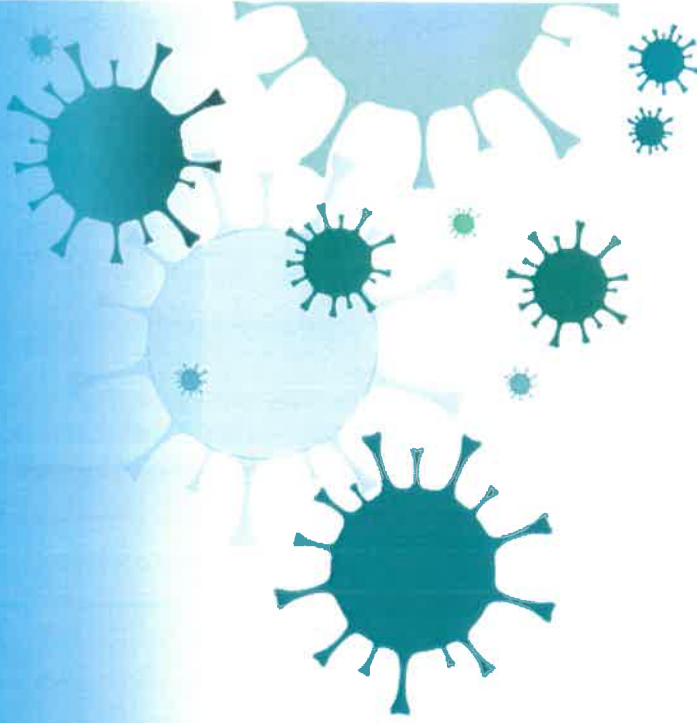
- WBE is here to stay
- Everything we learn now can be used for other diseases
- There are still many unknowns, but let's share what we are learning
 - Join the COVID-19 WBE Collaborative
 - Keep publishing

COVID19WBEC.ORG

Discussion



Source: www.r.com



Backflow Preventer With Water Meter and Relief Valve

Price: **\$2,625.00**

Free Shipping On Orders Over \$100

Item Number: BFP300-B

Availability: Limited Stock - Usually ships In 1 Business Day

Only 3 Left In Stock

Weight: 67.00 Lbs



- **Made in the USA**
- Inlet - Female 2.5 inch NH / NST
- Outlet - Female 2.0 inch Pipe Thread (NPT)
- Maximum PSI - 175
- Will connect to most fire hydrants
- Zurn - Wilkins
- Includes Water Meter and Relief Valve

○ ○ ○ ○ ○ ○ ○ ○



Designed for use in measurement of water from a fire hy-drant or other non-permanent installation where flow is in one direction only. Protects against both backsiphonage and backpressure of contaminated water into the potable water supply. NH (NST) adapters allow for connection to 2 1/2" fire hydrant (inlet) and 2 1/2" fire hose (outlet). Assembly shall pro-vide protection where a potential health hazard exists.

*Locks supplied by end user.

Meter meets the requirements of

- ANSI / AWWA C701-88 Class II

Download Spec Sheet



**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;

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, treaties, 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

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

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.

Commented [KH1]:

Commented [KH2]: Caveat -- In training situations, a trainer will have to be made available to train the other Party. We should be careful NOT to make this an unlimited mandate as this could cost time and resources.

→ 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

Commented [KH3]: *I. Alternative Language for Workman's Comp - this is Bobby's language. 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.*

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

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Date: _____

Fork Union Sanitary District

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Date: _____

Louisa County

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Date: _____

Louisa County Water Authority

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Date: _____

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 Coordination Contact			Name/Title:		

	Phone:		E-mail:	
--	---------------	--	----------------	--

Staging Area:		Location:			
	Address 1:				
	Address 2:				
	City:		State:		Zip:
Authorized Representative Name:				Date:	

Exhibit B
Event Agreement

THIS EVENT AGREEMENT (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.

RECITALS:

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");

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.

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

SECTION 1 – DEFINITIONS. 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.

SECTION 2 – SCOPE OF ASSISTANCE. 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.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID.

3.1 SUPERVISION, CONTROL, AND RECALL – 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

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.

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.

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.

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.

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.

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.

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.

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.

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.

SECTION 5 – INSURANCE

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.

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.

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.

SECTION 6 – MISCELLANEOUS PROVISIONS

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.

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.

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

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.

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.

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.

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: _____

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:			

Personal Vehicle:		Vehicle Rental/Fuel/Mileage	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	

Notes/Comments:

Check One only: <input type="checkbox"/> Total Equipment Costs*; or <input type="checkbox"/> <u>No reimbursement for use of equipment applicable (Modifies Sec. 4.2 of Event Agreement).</u>	\$0.00
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Commented [KH5]:

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
--------------------	--------

Section **-** Fats, Oils and Grease

- Introduction.

Fats, oils and grease (FOG) pose a significant concern for the operations of Louisa County Water Authority's (LCWA) wastewater collection system. When not disposed of properly, they congeal and accumulate along the walls of the sanitary sewer collection system. This constricts the pipes, impedes the flow of wastewater, and raises the potential for a blockage. The build-up of grease also affects the proper operation of pump stations, leading to an accumulation in the wet wells. Either of these situations can eventually result in a sanitary sewer overflow in which untreated wastewater is discharged from a manhole, or wastewater enters residences and businesses. This is both an environmental issue and a public health concern, in which sewage can contaminate the ground, local bodies of water, and any property with which the wastewater comes into contact.

The financial burden related to excessive FOG is potentially two-fold. LCWA's maintenance crews' time is diverted from regular duties to cleaning sewage collection systems and pump stations, and the treatment process can be inhibited at wastewater treatment plants causing violations in permitted limits. LCWA's limits for FOG:

Pollutant	Louisa Regional WWTP (LRWWTP)	Zion Crossroads WWTP (ZCWWTP)
Fats, Oil, Grease	100 mg/L	100 mg/L

FOG discharges relate directly to the preparation, cooking and disposal of food items. These can originate from residences and from commercial, institutional and industrial facilities. However, it is restaurants and related commercial food services establishments that are the most significant source of FOG due to the amount of oil and grease used in cooking, and with food preparation.

- Purpose.

1. To set forth requirements for non-residential users of LCWA's wastewater collection system to capture and dispose of FOG, enabling LCWA to comply with applicable federal and state laws.
2. To reduce the operational and maintenance costs of LCWA by limiting the introduction of FOG into the wastewater collection system.
3. To reduce the impact on the LRWWTP and the ZCWWTP wastewater operations by limiting the amount of FOG into the sewage collection system.
4. To protect the general public health and prevent environmental disturbances by eliminating or reducing sanitary sewer overflows due to grease accumulations.

- Applicability.

The provisions of this section of the Louisa County Code are applicable to all commercial food service establishments, commercial office buildings with food service, industries with food service, and institutions with food service that discharges to LCWA's wastewater collection system. Collectively, these shall hereinafter be referred to as Food Service Establishments (FSEs).

- General Requirements.

1. All FSEs shall install, operate and maintain at their expense, a grease control device. (aka grease separator, grease interceptor or grease collector)
2. All FSEs shall register and submit information to LCWA regarding their monthly, bimonthly, quarterly, semiannual or annual maintenance and pumping of grease control devices.
3. The maintenance costs related to excessive grease in the LCWAs wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE.
 - a. Costs for labor and material will be billed to the FSE.
 - b. Costs not paid within 30 days will result in termination of service.
 - c. Costs are estimated at \$2,000 for excessive grease abatement.
4. The maintenance and clean-up costs associated with a sanitary sewer overflow that is related to excessive grease in LCWAs wastewater collection system, and traceable to the food service operations of and FSE, shall be the responsibility of the FSE.
 - a. Costs for labor and material will be billed to the FSE.
 - b. Costs not paid within 30 days will result in termination of service.
 - c. Costs are estimated at \$2,000 for each sanitary sewer overflow abatement.
5. Any fines imposed upon the LCWA by the Commonwealth of Virginia or the United States of America in regard to a sanitary sewer overflow which is related to excessive grease in LCWAs wastewater collection system, and traceable to the food service operations of an FSE, shall be the responsibility of the FSE. *"With the exception of consent orders to prevent or minimize sanitary sewer overflows (SSOs), the maximum civil charge is \$32,500 for each violation, with each day being a separate violation."* Each day violations range from \$50.00 - \$1,300.00/day.

- . New Establishments.

LCWA shall require all new FSRs to install the appropriate grease control device(s) prior to initiating operations. In general, a grease interceptor will be required for all restaurants, supermarkets, hospitals, schools, motels and industries.

- . Existing Establishment; New Establishment in Existing Building.

All existing FSEs shall have grease control devices that meet the same general requirements for installation and design as for new establishments. This shall also pertain to a new establishment that begins operations in an existing building, and an existing FSE that expands its food service operations.

If LCWA determines the grease handling facilities or methods of and existing FSE are inadequate to prevent excessive FOG from entering LCWA's wastewater collection system, the FSE shall be notified in writing of the deficiencies, listing the required improvements and a compliance deadline. Required improvements may include additional training of the kitchen staff, modifications of the grease control device maintenance schedule, the installation of a larger, or additional, grease trap, or the installation of a grease interceptor. LCWA may require the FSE to provide a schedule of corrective action to attain full compliance.

LCWA shall allow an FSE without a grease control device a compliance deadline not to exceed two (2) months for the installation of a grease trap(s), or not to exceed six (6) months for the installation of a grease interceptor, following written notification from LCWA. If an FSE which is required to

installed within two (2) months of notification by LCWA, unless the grease interceptor is installed within the same time period.

The General Manager or designated agent may decide in certain instances that the installation of a grease interceptor on an existing FSE properly is physically impossible due to space limitations, is not feasible due to inadequate slope for proper gravity flow, or for other reasons. In these instances, the General Manager may allow installation of a grease trap, or traps, meeting the design specifications listed herein. The FSE manager shall be responsible for aggressive kitchen Best Management Practices and grease trap maintenance programs to produce wastewater that prevents excessive grease.

- . Grandfathering of Existing Establishments.

LCWA shall allow existing FSEs, in which a grease trap or grease interceptor has been installed prior to the effective date of this Section, to continue operation of the existing device, if the device is effective in keeping grease from accumulating in LCWA's wastewater collection system. LCWA may require an existing FSE which expands its food service operations to install a larger grease trap, additional grease traps, or a grease interceptor, to replace or operate in conjunction with an existing grease trap.

- . Design, Sizing and Installation Requirements.

All grease traps and interceptors shall be designated, sized and installed according to the standards of the Virginia Uniform Statewide Building Code and the International Plumbing Code.

- . General Maintenance of Grease Traps and Interceptors.

Proper maintenance of grease traps and interceptors is crucial to establish optimal efficiency of the devices, and thus eliminate or minimize the discharge of grease from the FSE. Due to varying designs and sizes, the FSE shall follow specific manufacturer guidelines for cleaning and maintenance.

- . Kitchen Best Management Practices.

The application of kitchen Best Management Practices (BMP) by an FSE serves as a critical initial step in reducing the amount of FOG that enters a grease control device, and therefore in prolonging the periods between cleaning and maintenance. LCWA strongly encourages each FSE to establish a kitchen BMP program, and provide continuous training and monitoring of employees.

- . Waste Grease Disposal.

All FSEs are encouraged to use designated buckets for the disposal of waste grease removed from grease traps during cleaning. Such material shall not be combined with cooking oil that is to be recycled. Buckets should have a well-sealing lid and shall be disposed of at a facility permitted to receive such waste.

- . Prohibitions.

FSEs are prohibited from modifying a grease control device. Any introduction of agents that can liquefy grease wastes is prohibited. Any addition of a chemical enzyme product is prohibited. Any addition of bacteria is prohibited.

- . Recordkeeping.

FSEs with a grease control device shall maintain records of all cleaning and maintenance. These records shall include, at a minimum:

1. The date and time of service
2. The name and signature of the FSE representative who performed or witnessed the service.
3. The contract company which performed the service (if applicable).
4. The name and signature of the contract company employee (if applicable).
5. The gallons of waste removed.
6. A copy of the service record or manifest from the contact company (if applicable).

A copy of the above listed information will be sent to LCWA, 23 Loudin Lane, Louisa Virginia 23093, as quickly as practical after the services are performed.

- Enforcement.

The following enforcement plan is designed to provide fair, consistent and equitable action against the FSEs for violations of the policies of this Section.

1. Notice of Non-Compliance

If an FSE is found to be in violation of any of the terms of this policy, the LCWA shall issue a written Notice of Non-Compliance. The notice shall state the specific violation(s), provide information on required steps to be taken to be in compliance with the policy, and include a timetable for compliance. A Notice of Non-Compliance for a particular incident shall be provided on one (1) occasion. The need for any future action justifies proceeding to a Notice of Violation.

2. Notice of Violation

If an FSE fails to provide the corrective action required by a Notice of Non-Compliance, a Notice of Violation (NOV) shall be issued by certified mail. An NOV shall repeat the specific violation(s), provide information on the required steps to be taken and list the date(s) by which all corrective action must be completed.

Primary reasons for the issuance of an NOV include, but are not limited to:

- a. Failure to install a proper grease control device.
- b. Failure to repair a malfunctioning grease control device by an assigned date.
- c. Failure to properly maintain and clean a grease control device at a frequency and in a manner that ensures efficient operation.
- d. Failure to provide grease control device maintenance records to LCWA.
- f. Falsification of grease control device maintenance records.

- Costs and Charges.

Failure to provide documentation of recommended cleaning and maintenance of records will result in termination of water service and the health department being notified of the termination of service until the cleaning and maintenance has been completed and documentation provided.

A fee of \$20.00 will be applied for the termination of the service. An additional fee of \$20.00 will be applied for the reestablishment of service and any outstanding fees will be required before service is reestablished. If reestablishment of service is requested after regular business hours, a fee of \$50.00 will be applied to reestablish service and any outstanding fees will be required before service is reestablished.

Louisa County Water Authority - Meter Change Out Program

<u>Meter Size</u>	<u>Number @ NEC</u>	<u>Number @ ZC</u>	<u>Total Meters Needed</u>	<u>Unit Cost</u>	<u>Total Cost</u>
3/4"	4	5	9	\$125.00	\$1,125.00
1"	8	6	14	\$185.00	\$2,590.00
1 1/2"	3	4	7	\$500.55	\$3,503.85
2"	7	7	14	\$632.00	\$8,848.00
3"	2	5	7	\$1,100.00	\$7,700.00
4"	0	1	1	\$2,150.00	\$2,150.00
6"	4	0	4	\$3,875.00	\$15,500.00
Backflow preventers for 6" meters (Town of Louisa vault)			4	\$2,500.00	<u>\$10,000.00</u>
					\$51,416.85
ERTZ for each meter to communicate with handheld			52	\$75.00	\$3,900.00
inline connectors			52	\$10.00	<u>\$520.00</u>
Sub-total					\$55,836.85
10% contingencies and/or price increases					<u>\$5,583.69</u>
Total to complete meter change out program					\$61,420.54



Sold To:
LOUISA COUNTY WATER AUTHORITY
STOCK #556 COLONIAL HEIGHTS
23 LOUDIN LN
LOUISA, VA 23093-4260

Ship To:
LOUISA COUNTY WATER AUTHORITY
3380 JEFFERSON HIGHWAY
LOUISA, VA 23093

Customer # 133244
Order # M928361
Date Ordered 08/28/20
Job #
Job Name METER BUDGET
Purchase Order # METER BUDGET
Method of Shipment OUR TRUCK
Contract Order # 0000000
Ordered By PHIL
Ship Via CORE & MAIN LP

Branch:
RICHMOND VA
Branch - 556
11101 Air Park Road
Ashland, VA 23005

Phone: 804-520-5480

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
4312X6GDXX		IPERL 3/4S ITRON 5' 10G 6WHL I2X6GDXX	1			125.00000	EA	125.00
4314X6GDXX		IPERL 1 ITRON 5' 10G 6WHL I4X6GDXX	1			185.00000	EA	185.00
4315DIR2I		1-1/2" OMNI R2 METER 13L ITRON 25' REG L/H 25LBS R11EXXXG8BAXX	1			500.55000	EA	500.55
4320R21EF8BA		OMNI 2 R2 1CF 25' ITRON 17"LL 7WHL R21EXXXF8BA0X	1			632.00000	EA	632.00
43T31EXXXG1AAXX		ALL METERS WILL READ 10 GALLON OMNI 3 T2 1G 19LL 8WHL ITRON 25' T31EXXXG1AAXX	1			1100.00000	EA	1100.00
4340FPT2IWKS		OMNI 4"T2 W/25' ITRON ENDCAP CF WICHITA	1			2150.00000	EA	2150.00
43T61XXXXG1AA0X		OMNI 6 T2 10G 27LL 8WHL MFG S/N F/REG ID T61XXXXG1AA0X	1			3875.00000	EA	3875.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered: 8567.55
Tax Amount: .00
Other Charges: .00
Total: 8567.55



Quotation

Quote Number: 100591459v1

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 09/01/20

Quote Expiration: 10/31/20

LOUISA COUNTY WATER AUTHORITY
323 DEER RUN DR
ZION CROSSROADS, VA 22942

Name: Randy Gray
Phone: 540 967 0696
Email: rgray@louisa.org

Customer Account Number : 025994

Sales Contact: oweAngie Howe Email: angie.howe@hach.com Phone: 757-707-5267

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV404.99.00552	SC200 Universal Controller: 100-240 V AC with two digital sensor inputs and two 4-20 mA outputs. Standard lead time 20 days.	3	2,138.67	6,416.01
2	WRTUPGSC200	WarrantyPlus Service Agreement includes: One start-up OR one PM/Calibration on site per year; all parts, labor, and travel for on-site, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	3	229.00	687.00
Grand Total					\$ 7,103.01

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract



AQUA-AEROBIC SYSTEMS, INC.
A Midwater Company

Aftermarket Proposal # 56583

TO: Zion Crossroads WWTP
323 Deer Run Drive
Zion Crossroads, Virginia 22942
USA

PROJECT: ZION CROSSROADS WWTP, VA
Gordonsville, VA
USA-MUN

ATN: Nancy Pugh

PROPOSAL DATE: March 13, 2020

CC: Ritchie Environmental Solutions, LLC, Hunter Ritchie

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
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We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.

Lead Time: 1 Business Week

48	Filter Cloth Sock OptiFiberPES-13(r) Polyester type Chlorine resistant Part number 2963923	\$289.00	\$13,872.00
48	Centertube port sealing gasket (1) needed per frame Part number 2506752	\$2.00	\$96.00

RECOMMENDED HARDWARE LISTED BELOW:

We recommend you consider purchasing a small amount of replacement hardware, to have on hand during cloth change out. Existing hardware can be reused. There is always the possibility the existing hardware, may get damaged during the cloth change out.

5	Retainer bar - side (1) needed per frame Part number 2519224	\$20.00	\$100.00
5	Retainer bar - notch (1) Needed per frame Part number 2506165	\$20.00	\$100.00
5	Retainer bar - tab (1) needed per frame Part number 2506166	\$20.00	\$100.00

Proposal Date: March 13, 2020

Proposal # 56583



**AQUA-AEROBIC
SYSTEMS, INC.**
A MetaWater Company

45	Flat washer 5/16, 316 stainless (9) needed per frame Part number 2600951	\$0.18	\$8.10
45	HHCS 5/16-18 X 1.5"LG 316SS Part number 2612413	\$1.08	\$48.60

PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Start-up supervision is NOT included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly.
5. Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

Pricing Summary

Equipment and/or Accessories:	\$14,324.70
Total Job Price:	\$14,324.70

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

LOUISA COUNTY WATER AUTHORITY

Program Manager's Report

For the Month of August 2020

Safety

August was an incredibly busy month for me. Thursday morning on the 6th, an inspector from VOSH (VA's OSHA) popped in unannounced to perform a walk –thru inspection of the Regional WWTP and the NE Creek WTP. She returned the following week to inspect the Zions WWTP. We have not received her written report yet, however I do expect we will be cited for various minor violations, such as storing materials too close to electrical equipment, missing lighted exit signs, fire extinguishers not properly mounted, etc. There was no indication that the violations were serious enough to incur any monetary penalties.

The inspector did acknowledge the tremendous investment LCWA has made to purchase safety equipment and upgrades at the plants. I was also able to show her the procedural changes and progress I have made related to record keeping, mandatory employee training and other improvements to our safety program. She did state that it was obvious that we were diligently addressing previous deficiencies, which VOSH appreciates and therefore provides additional leniency when citing violations.

I also made a few safety related purchases. High visibility neon rain jackets meeting VDOT safety specifications were ordered for the plant operators and maintenance crew. I also purchase non-contact thermometers (one for each facility) in response to the current COVID-19 concerns and changing regulations.

Training:

The new COVID-19 regulations require employers to provide training to their employees. To avoid a close group meeting, I have arranged to meet staff at their facility to present this training. They will also be provided a list of videos that they are required to watch to meet OSHA's annual training requirements. Each supervisor will be responsible for ensuring their operators complete this assignment and return their signed certification to me for our records.

Compliance :

We suffered a major power outage at the office and the Zions WWTP due to a fast moving storm. I worked with Wes and Nancy on the monthly DMR's at the Regional WWTP. After working through a number of computer and printer issues that took most of the morning, we were finally able to complete the reports.

I recently drafted documents required by law that addresses Virginia's Emergency Temporary Standard for preventing infectious disease (COVID-19) and preventing its spread, with the second document addressing the Federal Families First Coronavirus Act of 2020. These documents are in your board packet for review and approval. These regulations require constant attention to keep up-to-date with various revisions.

LOUISA COUNTY WATER AUTHORITY

Program Manager's Report

For the Month of August 2020

IT:

There were a number of IT issues that required my time and attention this month. Randy's pc at the Regional WWTP was not working properly (as evidence by the struggles we had in submitting DMR's). I was able to trouble shoot and repair the computer, which now functions normally.

I upgraded the Regional staff PC to Windows 10 and reinstalled their various programs. It is now on their network and functioning properly. I was also able to get two printers operational again, eliminating the need to purchase replacements.

A number of the Authority's computers are running a version of Microsoft Office that will no longer be supported by year's end. I am researching what may be the most economical way to upgrade this program, since new licenses will need to be purchased for each upgrade.

GIS:

I requested and received digital files from two new projects planned for the Zions Crossroads area. These files will be imported into our online GIS map.

Roudabush and Gale is a land development consultant that prepared a number of the site plans for projects in the Zions Crossroads area. I contacted Jim Taggert, an engineer and current owner of the company, to request digital versions of their projects located in our service area. As a result of this conversation, I am expecting to receive an large number of digital files that I can import into our online GIS map, reducing the number of hours I would have spent digitizing the utility improvements manually.

A Final Word:

As we move forward into September, I hope to complete all the employer responsibilities as required by the new COVID-19 related laws. Additionally, job hazard assessments need to be completed for all staff positions, the LCWA Emergency Action Plan needs to be drafted, at least two computers require troubleshooting and repairing and data needs to be added to our online GIS map.

I am also researching the best method that will allow me to stay abreast with changes to current regulations, ensuring the Authority remains in compliance. I consider myself to be very fortunate to be this busy and appreciate the job security it provides.

Respectfully Submitted,

Mary Johnson

LCWA Program Manager

Louisa County Water Authority



Infectious Disease (COVID-19) Preparedness and Response Plan

Adoption Date:

Revision(s):

Organization Policy

The Virginia Department of Labor and Industry (DOLI), at the direction of Virginia Governor Ralph Northam, has developed and implemented the policies set forth in Virginia Code 16 VAC 25-220. This Emergency Temporary Standard for preventing the infectious disease SARS-CoV-2 (otherwise known as COVID-19) is designed to prevent the spread of COVID-19 and protect Virginia's workers.

The Louisa County Water Authority ("LCWA", the "Authority") is dedicated to ensuring that our employees (full-time, part-time, and temporary) are fully protected, and can return to their families at the conclusion of their shifts. This policy sets forth the measures, policies, assessments, and enforcement measures that LCWA will utilize to ensure the best possible outcome. Employees failing to abide by the requirements of this policy may receive disciplinary action in conformance with the employee handbook.

Please contact your supervisor or the LCWA Program Manager to address any questions or concerns that you may have.

Thank you,

Pam Baughman, General Manager
Louisa County Water Authority

I. Definitions

Administrative Control: Any procedure which significantly limits daily exposure to COVID-19 related to workplace hazards and job tasks by control or manipulation of the work schedule or manner in which the work is performed. Personal Protective Equipment (PPE) is not considered an administrative control.

Asymptomatic: A person who does not exhibit symptoms.

Close Contact: Any individual within six (6) feet of an infected person for at least fifteen (15) minutes starting from two (2) days before the person became sick until the person was isolated.

Engineering Control: The use of substitution, isolation, ventilation, and equipment modification to reduce exposure to COVID-19 related workplace hazards and job tasks.

Exposure Risk Level: Assessment of the possibility that an employee could be exposed to the hazards associated with COVID-19 disease, which are based on risk factors present during the course of employment regardless of location. These have been broken down to “very high”, “high”, “medium”, and “lower”.

Face Covering: An item normally made of cloth or various other materials with elastic bands or cloth ties to secure over the wearer’s nose and mouth in an effort to contain or reduce the spread of potentially infectious respiratory secretions at the source. A face covering is not subject to testing and approval by a state government agency, so it is not considered a form of personal protective equipment or respiratory protection equipment under VOSH laws, rules, regulations, and standards.

Physical Distancing: Keeping space between yourself and other persons while conducting work-related activities inside and outside of the physical establishment by staying at least six (6) feet from other persons.

Symptomatic: A person that exhibits symptoms similar to those attributed to COVID-19 including fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Symptoms may appear in two (2) to fourteen (14) days after exposure to the virus.

II. Employer Requirements

Employees are encouraged to self-monitor for signs and symptoms of suspected COVID-19 infection. These signs and symptoms may include the following: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Symptoms may appear in 2 to 14 days after exposure to the virus.

Employees who are experiencing symptoms listed above are encouraged to stay home and notify a supervisor of your absence. On a case-by-case basis, and if your position allows, you may be authorized to work remotely. Should the need arise to remain away from work for an extended period of time due to COVID-19, employees shall be eligible for benefits under the current *Families First Coronavirus Response Act* for as long as the regulation is in effect.

The LCWA employee assuming the role of a project manager for any work requiring the use of outside contractor(s) shall brief the contractor(s) on the information and restrictions contained herein. Known or suspected COVID-19 infected contractors or temporary workers shall not be allowed to remain on the job site until cleared to return to work.

Employees who are required to interact with customers, contractors, or the general public will be provided with, and must immediately use supplies to clean and disinfect areas where there is potential for exposure to COVID-19. All common areas (bathrooms, and other frequently touched surfaces) must be cleaned at least at the end of each shift or as determined by enhanced cleaning procedures.

III. Determination of Exposure Risk by Job Duty

The Authority has determined the COVID-19 exposure risk level for all worksite functions to ensure that appropriate hazard controls are properly applied to protect employees' safety and health. Controls may include, but are not limited to training, safety equipment and supplies, and personal protective equipment (PPE).

A risk exposure hazard assessment based on OSHA Publication 3990, was completed and classes of employees have been assigned to risk categories as follows:

Note: Exposure Risk Level means an assessment of the possibility that an employee could be exposed to the hazards associated with SARS-CoV-2 virus and the COVID-19 disease. Hazards and job tasks have been divided into four risk exposure levels: “Very High”, “High”, “Medium”, and “Lower”.

“Very High” exposure risk hazards or job tasks are those in places of employment with high potential for employee exposure to known or suspected sources of the SARSCoV-2 virus and the COVID-19 disease. This includes, but is not limited to exposure to or participation with medical, postmortem, or laboratory procedures.

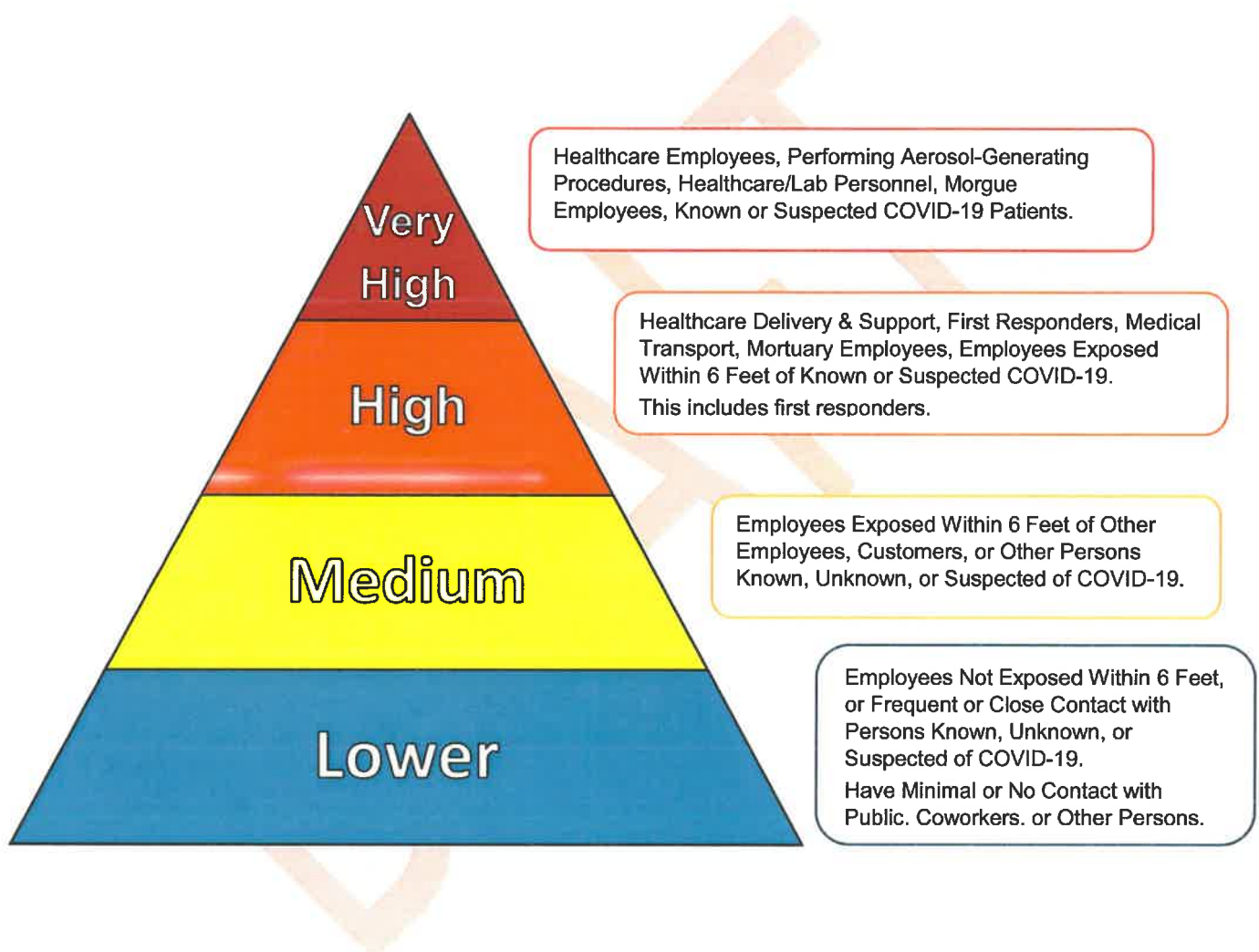
“High” exposure risk hazards or job tasks are those in places of employment with high potential for employee exposure with known or suspected sources of SARS-CoV-2 that are not otherwise classified as “very high” exposure risk.

“Medium” exposure risk hazards or job tasks that are not labeled as “very high” or “high” and require more than minimal occupational contact with other employees or persons who may be infected with, but are not known or suspected COVID-19 carriers.

“Lower” exposure risk hazards or job tasks are those not otherwise classified as “very high”, “high”, or “medium”, that do not require contact within six feet of persons known to be, or suspected of being, or who may be infected with SARS-CoV-2; nor contact within six feet with other employees, other persons, or the general public except as otherwise provided in this definition. Workers in this category have minimal occupational contact with the public and other coworkers

The following graph relates to job tasks that pose a risk level to employees. The job tasks shown in this chart are not all-inclusive.

Each LCWA employee or class of employee was assessed for their exposure risk based on their type of work and duties. Some jobs may have more than one type of exposure risk depending on the task or qualifying factors.



LCWA COVID-19 Risk Hazard Assessment

Work Area	Employee Job Title	Exposure Risk Determination	Qualifying Factors
LCWA Business Office	General Manager Program Manager Accounting Clerk Administrative Assistant	Medium	Contact with co-workers and the general public with less than six (6) feet of separation.
North East Creek Water Treatment Plant	Water Operations Manager Water Plant Operator Water Plant Operator Trainee	Medium	Contact with co-workers and the general public with less than six (6) feet of separation.
Louisa Regional Wastewater Treatment Plant	Wastewater Operations Manager Chief Wastewater Operator Wastewater Operator Wastewater Operator Trainee	Medium	Contact with co-workers and the general public with less than six (6) feet of separation.
Zion Crossroads Wastewater Treatment Plant	Wastewater Operations Manager Water Operations Manager Water Plant Operator Wastewater Operator Trainee	Medium	Contact with co-workers and the general public with less than six (6) feet of separation.
LCWA Service Areas / Maintenance	Collection & Distribution Operations Manager Maintenance Manager Maintenance Worker	Medium	Contact with co-workers and the general public with less than six (6) feet of separation.

IV. Basic Infectious Disease Prevention and Control Measures

To control the spread of infectious diseases such as COVID 19, basic prevention and control measures must be implemented to ensure that all employees are protected against the hazards of these and other infectious diseases.

The supervisor at each LCWA facility is responsible for making sure that regular housekeeping practices are followed in the workplace. Additional housekeeping actions must also be implemented to ensure the safety and health of employees and decreasing the chances of spread of an infectious disease such as:

- All restrooms, common areas that remain in use, door knobs/handles, tools, equipment, and other frequently touched surfaces are disinfected before, in the middle of, and at the end of each shift;
- All contact surfaces of vehicles used by more than one person are disinfected at the end of each person's use; and
- All disinfectants are EPA-approved or otherwise comply with CDC disinfection guidance.

To further reduce the potential spread of infectious diseases, the Authority will implement the following infection protection measures:

- Promote frequent and thorough hand washing;
- Provide alcohol-based hand rubs containing at least 60% alcohol;
- Encourage employees to stay home if they are sick;
- Encourage respiratory etiquette, including covering coughs and sneezes;
- Discourage employees from using other's phones, desks, offices, or other work tools and equipment, when possible;
- Install physical barriers, such as clear plastic sneeze guards where feasible;
- Provide face masks to all employees and customers to contain respiratory secretions;
- Post signs about COVID-19 in areas where sick customers may visit;
- Sick customers will be asked to minimize contact with employees until healthy again;
- Limit customer access to the reception area of the LCWA business office. Only two customers shall be allowed inside at one time. Signs shall be posted to notify the public of this requirement;
- Provide non-contact thermometers that shall be kept onsite at each of LCWA's facilities. Employees shall be trained on the safe and proper use of this device;
- Minimize large gatherings whenever possible; postpone, cancel or hold staff meetings remotely; and
- Encourage employees to maintain physical distance even when on break, as well as before and after working hours;
- Allow flexible work hours and telecommuting (working from home) wherever possible.

V. Identification and Isolation of Sick and/or Exposed Employees

1. Employee Self-Monitoring

The following employees should **not** report to work. Upon notification to their supervisor or the LCWA General Manager, these employees shall be removed from the regular work schedule:

- Employees who display COVID-19 symptoms, such as fever, cough, shortness of breath, sore throat, new loss of smell or taste, and/or gastrointestinal problems, including nausea, diarrhea, and vomiting, whether or not accompanied by a formal COVID-19 diagnosis;
- Employees who, in the last 14 days, have had close contact with and/or live with any person having a confirmed COVID-19 diagnosis; and
- Employees who, in the last 14 days, have had close contact with and/or live with any person displaying COVID-19 symptoms, such as fever, cough, shortness of breath, sore throat, new loss of smell or taste, and/or gastrointestinal problems, including nausea, diarrhea, and vomiting.

Such employees are not eligible for paid time off unless they elect to utilize their available sick leave during their time away from work. These employees may only resume in-person work upon meeting all return-to-work requirements as defined in in this document (see Section V.3. "Return to Work Requirements").

Employees who develop symptoms during their shift must immediately report to their supervisor and/or the General Manager.

2. Notification Requirements

Once notified of a positive test for one of its own employees, contractors, temporary employees, or other person who was present at the place of employment within the previous fourteen (14) days, the Authority shall notify:

- Its own employees at the same place of employment who may have been exposed within twenty-four (24) hours of discovery while keeping confidential the identity of the COVID-19 person in accordance with the Americans with Disabilities Act (ADA) and other applicable laws and regulations;

- Other employers whose employees were present at the work site during the same time period; and
- The building/facility owner (if different from the employer).

3. Return-to-Work Requirements

The following guidelines are to be followed by employees that suspect they have been infected with, or have tested positive for COVID-19.

These employees may return to work based on the time-based strategy implemented by the Authority. Under this strategy, employees may discontinue isolation and return to work upon achieving the following conditions:

- At least 3 days (72 hours) have passed since their recovery (resolution of a fever without the use of fever-reducing medications);
- Improvement in respiratory symptoms (e.g., cough, shortness of breath); AND
- At least 10 days have passed since symptoms first appeared.

Employees who come into close contact with or who live with an individual with a confirmed diagnosis or symptoms may return to work after 14 days have passed since the last close contact with the diagnosed and/or symptomatic individual. This includes the diagnosed and/or symptomatic individual receiving a negative COVID-19 test.

Employees are required to submit a release to return to work from a healthcare provider; however given the current stressors on the healthcare system, the Authority may accept written statements from employees confirming they meet all the criteria listed above required to be eligible to return to work.

4. Record Keeping

Any health-related information and documentation gathered from employees shall be maintained confidentially and in compliance with state and federal law. Specifically, medical documentation is stored separately from employee's personnel documentation.

VI. Training

The Louisa County Water Authority is dedicated to providing employee protection. This is done to ensure that employees can return home to their families safely at the conclusion of their shifts. To do that, employees must be effectively trained. Training will be accomplished as prescribed below:

- To all employees initially;
- To all employees who lack understanding of the policy; and
- To all newly hired employees

Training will cover the information as prescribed below:

- COVID-19 signs and symptoms;
- Self-monitoring for signs and symptoms;
- Employer responsibilities and return to work policy;
- Cleaning and disinfecting;
- Specific COVID-19 analysis for employee jobs;
- LCWA enforcement policy; and
- Allow for questions and answers

VII. Responsible Party

The Louisa County Water Authority has developed this policy based on the “*Emergency Temporary Standard, Infectious Disease Prevention: SARS-CoV-2 Virus Threat That Causes COVID-19*” (16 VAC 25-220) developed by the Virginia DOLI. The policy is designed to be in place through January 15, 2021; however, this policy may be continued by LCWA based on Federal, State, or local guidelines. The LCWA Project Manager is responsible to ensure the adoption, dissemination, and enforcement of this policy for the safety and health of the employees of the Authority.

Louisa County Water Authority

Temporary Emergency Paid Sick Leave Policy

Emergency Paid Sick Leave (EPSL)

In the event of a declared national emergency by the President of the United States and/or regional emergency declared by the State Governor, the Louisa County Water Authority ("LCWA" or the "Authority") will follow recommendations to keep our employees safe and well, including complying with any legislative acts/laws enacted. This includes provisions of the Families First Coronavirus Response Act of 2020 (FFCRA).

A. Eligibility:

All employees are eligible for EPSL as governed by the FFCRA (currently until December 31, 2020). Employees who work 40 or more hours per week are eligible for 80 hours of EPSL. Employees who work fewer than 40 hours per week are entitled to a pro-rated amount of EPSL based on the average number of hours the employee works during a two-week period (e.g., if a part-time employee works 48 hours during a normal two-week period, they will be eligible for up to 48 hours of EPSL).

This benefit is in addition to any other paid leave to which the employee is entitled under the Authority's policies or applicable state law. An employee is not required to exhaust any other paid leave to which the employee is entitled under applicable state law or LCWA policy before using EPSL.

B. Reasons for Emergency Paid Sick Leave:

An employee may use this EPSL if the employee is unable to work or telework because:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health-care provider to self-quarantine because of COVID-19 concerns;
3. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

Approved by the LCWA Board of Directors

Date: _____

Page 1 of 5

4. The employee is caring for an individual who is subject to a federal, state, or local quarantine or isolation order related to COVID-19, or who has been advised by a health provider to self-quarantine due to concerns related to COVID-19;
 - a. "Individual" means an immediate family member, roommate or similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for must:
 - i. Be subject to a federal, state or local quarantine or isolation order as described above; or
 - ii. Have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.
5. The employee is caring for child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19;
 - a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age, or 18 or older and incapable of self-care because of a mental or physical disability.
6. The employee is experiencing any other substantially similar condition as may be specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.

C. Duration of Leave

1. For reasons (1)-(4) and (6), a full-time employee is eligible for up to 80 hours of leave, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.
2. For reason (5), a full-time employee is eligible for up to 12 weeks of leave at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period

D. Calculation of Pay:

1. For leave reasons (1), (2), or (3), employees taking leave shall be paid at either their regular rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).
2. For leave reasons (4) or (6), employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).
3. For leave reason (5), employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period—two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave)

E. Request to Use EPSL:

1. An employee who seeks to use this EPSL shall request such leave in writing to the LCWA General Manager, stating the reason the leave is requested. A form for requesting leave under this Policy will be available for employee use.
2. Documentation supporting the need for leave must be included with the request for leave, such as:
 - a. A copy of the federal, state or local quarantine or isolation order related to COVID-19 applicable to the employee, or the name of the government entity that issued the order;
 - b. Written documentation from a health care provider advising the employee to self-quarantine due to concerns related to COVID-19, or the name of the provider who advised the employee to self-quarantine;
 - c. The name of the individual for whom the employee is taking leave to care who is subject to a quarantine or isolation order or is advised to self-quarantine, and the relationship between the employee and such individual;
 - d. The name and age of the child or children being cared for;

- e. The name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave.
- i. For children over age 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

F. Reasonable Notice:

After the first workday (or portion thereof), an employee receives EPSL under this Policy, the Authority may, in its sole discretion, require the employee to provide reasonable notice of the need for additional EPSL in order to continue receiving such EPSL.

G. Health Insurance Coverage

While on EPSL, the employee is entitled to continued group health coverage on the same terms as if they continued to work. The employee must continue to make any normal contributions to the cost of their health coverage.

H. Termination of the Need for EPSL:

Once the reason for which the employee took EPSL has concluded, the employee shall return to work on the employee's next regularly scheduled workday or shift.

I. Return to Work

Prior to returning to work from EPSL, employees may be required to complete a Confidential Health Form, certifying that the employee does not present a risk of spreading COVID-19 in the workplace.

J. Carryover:

This EPSL will not carry over to the following calendar year (unless required by law) and is in addition to any paid sick leave currently provided by the Authority.

K. Termination of Employment

If an employee's employment should end for any reason, any unused EPSL will not be paid out as wages upon termination, and shall be forfeited by the employee.

L. Coordination with Other Laws:

The Authority will comply with any and all applicable federal and state laws enacted to address the COVID-19 virus, and this Policy is drafted to coincide with the FFCRA. In the event of any conflict between this Policy and the FFCRA, any federal regulations or guidance related to the FFCRA, or any other paid sick leave laws passed in response to COVID-19, the terms of the applicable state or federal legislation that conflicts with or supersedes this Policy shall control.

M. Effective Date and Expiration:

This Policy becomes effective immediately and any rights to EPSL shall expire on December 31, 2020, or as extended by governing law.