



**Town of Altavista, Virginia**  
**Meeting Agenda**  
**Town Council Work Session**  
**Tuesday, April 28, 2020**  
**5:00 p.m. – Council’s Chambers**

J.R. “Rudy” Burgess Town Hall  
510 7<sup>th</sup> Street  
Altavista, VA 24517

**1. Call to Order**

**2. Agenda Adoption**

**3. Recognitions and Presentations**

**4. Public Comment (Agenda Items Only)**

*Citizen’s wishing to address Council should provide their name and residential address. Citizen’s comments are limited to three (3) minutes with a total of fifteen (15) minutes allotted for this purpose. (Please note that the Citizen’s Time is NOT a question-and- answer session between the public and the Council.)*

**5. Items Referred from Previous Meetings**

**a. Discussion regarding Fiscal Policies**

**6. New Items for Discussion/Unfinished Items**

**a. Consideration of Avoca Museum roof leak quotes and request to use sale proceeds**

**b. Discussion regarding draft AOT Agreement**

**c. Update regarding SOL Smart designation process**

**d. Discussion regarding BPOL Abatement (FY2020)**

**e. Consideration of becoming a member of the Virginia Water/Wastewater Agency Response Network (VA WARN)**

**f. Consideration of extension for utility payments/cut-off date**

**7. Public Comment (Non Agenda Items)**

*Citizen’s wishing to address Council should provide their name and residential address. Citizen’s comments are limited to three (3) minutes with a total of fifteen (15) minutes allotted for this purpose. (Please note that the Citizen’s Time is NOT a question-and- answer session between the public and the Council.)*

**8. Matters from Council**

**9. Closed Session (if needed)**

**10. Adjournment**

*THE TOWN OF ALTAVISTA IS COMMITTED TO FULL COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT STANDARDS. TRANSLATION SERVICES, ASSISTANCE OR ACCOMODATION REQUESTS FROM PERSONS WITH DISABILITIES ARE TO BE REQUESTED NOT LESS THAN THREE (3) WORKING DAYS BEFORE THE DAY OF THE EVENT. PLEASE CALL (434) 3269-5001 FOR ASSISTANCE.*



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items Referred from Previous Meetings

**MEETING DATE:**

April 28, 2020

**ITEM #: 5a****ITEM TITLE:**

Consideration of Fiscal Policies

**DESCRIPTION:**

**THIS ITEM WAS REFERRED FROM the January 14, 2020 Regular Meeting.**

Previously Town Council discussed the need for Fiscal Policies to guide decision-making and to provide structure to some of the Town's financial issues. Council seeks to create a consistent and formal process by which fiscal issues may be considered and handled.

At the January 14, 2020 Town Council Regular Meeting staff provided Town Council with "draft" Fiscal Policies that showed current (existing) policy, town practices and new policies. This document gives Council the ability to see what policies or practices are currently in place and which are being proposed. Staff is seeking input from Town Council as to the next step in the process.

**RECOMMENDATION:**

Staff requests that Council provide input and direction on this item.

**BUDGET/FUNDING:**

Fiscal policies would provide direction on some budgetary decisions and fund balance decisions.

**POTENTIAL ACTION:**

- Council may decide to do one of the following:
  - Reach a consensus on the policies as presented and place approval on the May 12<sup>th</sup> Town Council agenda (Consent Agenda).
  - Provide alternative direction to staff, based on discussion.
  - Reject the policies.
  - Take no action at this time.

**ATTACHMENTS:**

- *Draft Fiscal Policies (provided separately)*



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6a****ITEM TITLE:**

Avoca Museum Roof Repair Request

**DESCRIPTION:**

Mike Hudson, Executive Director of Avoca Museum, recently notified staff that a roof leak had been discovered at the facility. After evaluating the situation, he promptly solicited “quotes” from four area roofing contractors and received three (3) quotes. After consulting with the Avoca Museum Board of Directors, Mr. Hudson opted to seek a “quote” from one additional firm. Attached you will find correspondence from Mr. Hudson in regard to the issue and the quotes received. Also referenced is a smaller project that was previously handled.

In addition, the Avoca Museum Board has requested that Mr. Hudson seek approval from Town Council to use a portion of the proceeds from the sale of the former EMS building to pay for this item, as well as the previous project. There is a total of \$200,000 from the sale earmarked in reserves for maintenance for Avoca Museum.

**RECOMMENDATION:**

Staff recommends approval of the lowest quote and authorization of use of the earmarked funds in reserve for Avoca Museum be used to pay for this repair, as well as the previous repair.

**BUDGET/FUNDING:**

Reserve Funds, this would require a budget amendment.

**POTENTIAL ACTION:**

- Council may do one of the following:
  - Accept the recommendation to accept the lowest quote and authorize staff to utilize the Reserve funds for Avoca Museum to pay for this item and place this item on the May 12<sup>th</sup> Regular Town Council Meeting agenda (Consent Agenda).
  - Provide alternative direction to staff, based on discussion.
  - Reject the recommendations.
  - Take no action, at this time.

**ATTACHMENTS:**

- *Correspondence from Avoca Museum*
- *Quotes*

Esteemed members of Altavista Town Council,

I am writing to make you aware of a serious problem we are having with a two-level section of roof on the Avoca mansion. The second portion of this report pertains to action recently taken to correct an urgent repair on another building on the premises. First, I will give you an assessment of the problem on the mansion.

The roof above the mansion's kitchen and side porch is leaking in more than one place. While the damage to this section of roof is significant, we are fortunate to have caught it early enough so that no significant and lasting damage will be done if the roof sections are replaced in a timely manner.

We will be referring to some pictures that I have taken for your reference. Each picture will be explained in the text of this e-mail as well as in the document.

The area in question is a two-level roof about the mansion's side porch and the mansion's kitchen (not the kitchen outbuilding, which is a completely different building). The roof is showing several signs of rust and deterioration. (FIGURE 1) Also, the rubber membrane that runs along the two roofs' perimeters is peeling up and allowing more water inside the ceiling. (FIGURE 2)



*FIGURE 1 – The two-level roofs above the mansion's porch and kitchen is highlighted. They are metal roofs whose rusted-out portions and poorly-applied membrane are allowing water inside the structure and that water is leaking through underneath to the porch. Without intervention, the interior of the house will show that leak, as well.*





*FIGURE 2 – Roof leaks are causing water to run through the ceilings above the mansion’s side porch and interior kitchen. The water is dripping through and causing damage to the porch ceiling. Thankfully, however, the water is not yet dripping through into the house over the kitchen.*

I have reached out to Mr. Brian Parrow for his opinion on what should be done about this roof problem. Mr. Parrow’s expertise in building trades is trusted by the Board of Directors, so I figured that he would be a good person to ask. While Brian was not interested in putting in a bid to take the job, he was happy to give his assessment of the roof damage. He strongly recommended that the roof sections and membranes be replaced. He advised that copper was the “best bet” for roofing material given its durability (which he said could extend 100 years), energy efficiency, ability to hold a solder, and strength.

I also contacted David Garrett, Director of Public Works for Town of Altavista. He reported to me and to Mr. Coggsdale that he believed that the roof problems were significant enough to warrant a replacement of the roof. He believes that some moisture is making its way into the house’s interior. That is alarming.

Also, all four contractors who were called in to give estimates on roof repair recommended a full replacement of the roofs along with the rubber membranes that run along the roofs’ perimeters. See FIGURE 3 for a picture of one of these membranes and how its “patches” are failing. The rubber membrane is above, not below the metal roof. According to Brian and two of the contractors, this is a result of poor workmanship and will inevitably result in roof leaks. They say that the membrane needs to be laid underneath the metal portion of the roof (FIGURE 4) rather than the other way around and as it currently is. FIGURE 5 shows that the rubber membrane is separating from the metal roof and this will lead to more problems in the absence of roof and membrane replacement.



*FIGURE 3 – Patches on the rubber membranes are failing and allowing water in. Also, the membranes themselves are coming detached from the roof and allowing a great deal of water in addition to the water that the rusted-out portion of the roof is allowing.*



*FIGURE 4 – The rubber membrane is above, not below the metal roof. According to several roofing professionals, this is a result of improper application many years ago and will surely lead to roof leaks. The professionals say that the membrane needs to be laid underneath the metal portion of the roof.*



*FIGURE 5 – The rubber membrane is separating from the metal roof and this will lead to more problems in the absence of roof and membrane replacement.*

As previously mentioned, four contractors were called in to examine the roof, provide their assessment, and invited to submit a bid for a complete replacement as per Mr. Parrow's and Mr. Garrett's recommendations. Sean Campbell Custom Exteriors was invited to bid because they replaced some slate sections on another part of the roof several years ago and those repairs have held fast ever since. All Seasons Metal Roofing, Inc. was invited because they came recommended by Brian Parrow. Woodall & Lang was invited after David Garrett suggested them to me and Craftsman Roofing came highly recommended by Mr. Higginbotham. A review of their ratings and standing with the Better Business Bureau indicated a strong degree of customer satisfaction with each. A fourth bid was solicited by Cenvar Roofing, but they declined to quote and advised that I reach out to a metal roofing expert, specifically citing Mr. Campbell.

The bids for a roof replacement in copper (as per the recommendations of Brian Parrow, Sean Campbell, and Dan Lukehart of All Seasons) along with replacement of the rubber membrane submitted to me last week and are as follows:

The lowest bid comes from Sean Campbell Custom Exteriors (\$12,000) followed by Woodall & Lang (\$14,710), Craftsman Roofing (\$18,000), and All Seasons Metal Roofing (\$19,900). Mr. Campbell has offered to repair at no extra charge some siding issues that resulted from water damage and include that repair in his price to repair the two sections of roof and repair the perimeter membranes. (SEE FIGURE 6)



*FIGURE 6 – Siding area that Mr. Campbell is offering to repair for us at no extra cost*

#### **“PIGEON PERCH” REPAIRS ON SUE M. JACKSON VISITOR’S CENTER**

This information was provided to the Board of Directors. It is included here to inform Town Council of the Board’s action that was taken regarding the “pigeon perch” architectural features:

The replacement of two architectural features called “pigeon’s perches” were recently completed on a separate building – the Sue M. Jackson Visitor’s Center. Please see FIGURE 7 and FIGURE 8. As authorized by the Board, Brian Parrow began work on restoring the pigeon’s perch on the façade of the Sue M. Jackson Visitor’s Center (office building). As you will see in

FIGURE 7, the damage to the structure was extensive. Brian tells me that it is a good thing that we confronted this problem when we did because there was only about a centimeter of wood standing between the rotten portions of the structure and the interior of the building. Brian says that, had it not been for our timely decision to fix this problem, the damage would have been much more costly. After fixing the portion that was specifically authorized by the Board, I asked Brian to check on the corresponding piece on the other side of the building, just to see what kind of shape it was in. He used the lift to approach it and reported back to me that it was in “just as bad condition”. He offered to fix it, too, while he had the lift rented and for 30% off the price he charged for the job that the Board specifically authorized (and that brought the total bill for his work to \$1,700). Knowing that the job was necessary, that it would cost an additional \$200 to rent the lift on another day, and that Brian already had his tools on site, I decided to use my discretion to authorize this job as it did not exceed \$1,000 in cost.



FIGURE 7 – *Pigeon's perch damage*



FIGURE 8 – *Restored pigeon's perch with metal flashing to prevent a recurrence of the problem*

After being presented the above information, nine out of eleven members (two did not cast a vote) of Avoca Museum's Board of Directors voted by e-mail to do the following in response to these matters:

- 1.) approve replacement the roof sections (dual-level roof above the mansion's kitchen and side porch)
- 2.) approve replacement those sections with copper
- 3.) approve replacement the rubber membranes that run along the perimeter of those sections
- 4.) approve the lowest bid (Sean Campbell Custom Exteriors @ \$12,000)
- 5.) respectfully request that Town Council release funds from the EMS building sale to cover the \$12,000 for Sean Campbell Custom Exteriors to replace the roofs/membranes and to release an additional \$1,700 to cover what Avoca Museum recently spent to repair two "pigeon's perches" on the Sue M. Jackson Visitor's Center.

Respectfully submitted,  
Michael Hudson  
Executive Director, Avoca Museum

# *Custom Exteriors* **SEAN CAMPBELL**

202 Lafayette Pl.  
Forest VA 24551

Phone # (434) 426-0831      custome87@gmail.com

Workers Comp Policy # - WCP 1034899 00  
General Liability Policy # - ACP 2426344258

## Name / Address

Avoca Museum  
Michael Hudson  
1514 Main St.  
Altavista VA 24517

## Estimate

Date	Estimate #
4/8/2020	873

Description	Total
<p>We propose to supply materials and perform the work below:  JOB: 1514 Main St.  PROJECT: Roof replacement  ESTIMATOR: Sean Campbell  LEAD: Michael Hudson</p> <p>Remove the existing roofs down to the deck and transport to the landfill  Replace any bad wood found during the tear off  Install synthetic felt over the entire deck  Install approx. 6 square of copper standing seam metal roofing  Replace all flashings (Cut into the chimney and install new flashing)  Replace the wood siding on the main house as needed  Install new EPDM Rubber hidden gutters  Clean up and haul away debris</p> <p>(All work comes complete with a 10 year parts and labor warranty)</p>	12,000.00
Sign and date here _____	<b>Total</b> \$12,000.00
This estimate once signed serves as a legal contract. Invoices are to be paid in full upon receipt. Any additional work not indicated in the field above will need to have a change order signed and only then can work be performed.	



# WOODALL & LANG, INC.

Roofing & Sheet Metal Contractors

1310 Commerce Street - Lynchburg, VA 24504

Phone: (434) 845-7031

Fax: (434) 845-1149

TO: Avoca Museum

ATTN: Michael

([avocamuseums@embarqmail.com](mailto:avocamuseums@embarqmail.com))

DATE: April 10, 2020

FROM: Dennis Lang

RE: ALTERNATE QUOTE - AVOCA MUSEUM - ALTAVISTA, VA

We propose to furnish the labor, material and equipment necessary to complete roofing and sheet metal work as follows:

Porch Entrance Roof:

- Remove existing metal roof
- Install new Standing Seam Copper Roof
- Fabricate and install Copper flashing and coping
- Line secret gutter with EPDM

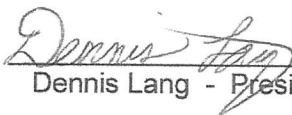
We will complete the work as outlined above for the sum of **\$3,985.00**.

Main House - Low Roof Right Side:

- Remove existing metal roof
- Install new Standing Seam Copper Roof
- Fabricate and install Copper flashing
- Line secret gutter with EPDM

We will complete the work as outlined above for the sum of **\$10,725.00**.

Please call if you have any questions or if we may be of further service.



Dennis Lang - President



P.O. Box 1120  
4728 South Amherst Highway  
Madison Heights, VA 24572  
Phone: 434-845-1583 Fax: 434-845-6953  
Email: [tbrown@craftsmanroofingva.com](mailto:tbrown@craftsmanroofingva.com)  
Email: [bmartin@craftsmanroofingva.com](mailto:bmartin@craftsmanroofingva.com)

Date: April 24, 2020  
Name: Avoca Museum  
Att: Michael Hudson  
Address: 1514 Main Street, Altavista, 24517  
Phone: 434-401-3546  
E-mail- [avocamuseums@embarqmail.com](mailto:avocamuseums@embarqmail.com)

Project: Installation of a Standing Seam Copper Roof on the Right Side Porch Roofs at Avoca Museum in Altavista, VA

We appreciate the opportunity to offer the following proposal regarding the above referenced project.

1. Tear off and remove the existing metal roof and all membrane and metal from the existing built in gutters down to the wood substrate.
2. Furnish and install a complete layer of Henry RF high temperature ice and water shield on the entire roof.
3. Furnish and install a fully adhered EPDM membrane in the built-in gutters as an underlayment for the copper.
4. Furnish and install a layer of rosin paper over the ice and water shield.
5. Custom fabricate, furnish and install a continuous roll formed 17-1/4" wide with a one-inch double locked roof panel utilizing 16 oz. copper.
6. Furnish and install all rake, counter and misc. flashing utilizing 16 oz. copper, soldering as required.
7. Custom fabricate, furnish and install new built in gutter utilizing 16 oz. copper, soldering as required.
8. Furnish and install three new copper outlet sleeves at the existing downspout locations.

**All for the sum of: \$18,000.00**



Notes:

- No wood work, downspouts, permits, siding, masonry, thru wall flashing, electrical, plumbing, decking or painting is included.
- Any deteriorated wood needing replacement would be extra work that will need to be done on a time and material basis and determined after the existing roof is removed.
- All trash and debris generated by our work will be cleaned up.
- Anything not listed is not included.
- Any unforeseen conditions that may be uncovered in the existing roof deck during demolition will need to be addressed in the field.

**\*Prices quoted will remain valid for a period of 30 days.**

Payment Terms: **balance due upon completion.**

Any payment due hereunder not paid by its due date shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the due date until paid in full. In the event of default in payment, the undersigned owner(s) shall be responsible for the payment of all court costs and related fees incurred by Contractor in the collection of the debt, including payment of an attorney's fee of twenty five percent (25%) of the amount due and additions of interest thereto.

This Agreement shall become binding only upon the Contractor's commencing performance and upon such acceptance or commencement of performance this shall constitute the entire contract and be binding upon the parties hereto, there being no covenants, promises, warranties or agreements, written or oral, expressed or implied, except as hereinafter set forth. No Sales Representative of the Contractor has authority to alter the terms of this Agreement in any particular manner.

The Contractor hereby guarantees above described work for a period of two years against defective material or workmanship. Service calls beyond the Company obligation under this Agreement shall be an extra charge.

The Contractor shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Contractor carries Workman's Compensation and Public Liability and Property Damage Insurance, but does not assume risks of any character under this contract other than covered by such insurance.

Craftsman Roofing Inc.

By: \_\_\_\_\_

Accepted:

By: \_\_\_\_\_



**ALL SEASONS METAL ROOFING, INC.**  
124 Flat Creek Lane, Lynchburg VA 24501  
434-444-5713  
Residential & Commercial Roofing  
Licensed, Bonded & Insured

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# ROOFING PROPOSAL

4508

www.AllSeasonsMetalRoofing.com

TO: Avoca Museum  
1514 Main Street  
Altavista, VA 24517

Contractor License No. <b>CLASS A VA 2705168772</b>		Job Phone No. <b>434-401-3546</b>	
Job Name / No. <u>Avoca Museum</u>			
Job Location <u>Altavista</u>			
Approximate Days to Complete <u>4 Days</u>		Approximate Start Date <u>30 Day Notice</u>	

## EXISTING ROOF CONDITIONS

Roof Inspection Date	Year Installed	Roof Size	Roof Height	Roof Slope	Number of Layers
4-4-2020	40+	550	1	2/12	1
Roof Surface	Roof Membrane	Roof Deck	Safety Equipment	Scaffolding	Skylights
Terne	NA	Plank	Yes	Yes	

Roof Details:

Eave troughs leaking  
EPDM is deteriorated from previous repair.  
Roof seams are closed from foot traffic.  
Rust on Deck is in early stages.

## ROOF TYPE

MASTER RIB	STANDING SEAM
<input type="checkbox"/> 5Rib <input type="checkbox"/> PBR Material: _____ Thickness: <input type="checkbox"/> 29 <input type="checkbox"/> 26 Color: _____ Trim: _____	<input checked="" type="checkbox"/> 1" FF100 <input type="checkbox"/> 1 1/2" 450 SL Material: <u>16 oz Copper</u> Thickness: <input checked="" type="checkbox"/> 26g <input type="checkbox"/> 24g Color: <u>Copper</u> Trim: <u>Fleshing, Drip Edge</u>

## UNDERLAYMENT

### Felt Paper

- ☐ Type 15lb  
☐ Type 30lb  
☒ Synthetic  
☐ Thermal Insulation

Material Warranty: Lifetime on Copper

Workmanship Warranty: 20 years on Copper

Referred By: \_\_\_\_\_

### Ice and Water Shield

- ☒ Leading Edge ☐ Valley ☐ Other \_\_\_\_\_

## FLASHING

	New	Reused	Type	Location
Furring Strips	<input type="checkbox"/>	<input type="checkbox"/>		
Chimney Step	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Copper</u>	<u>Chimney</u>
Cricket	<input type="checkbox"/>	<input type="checkbox"/>		
Cap	<input type="checkbox"/>	<input type="checkbox"/>		
Gable	<input type="checkbox"/>	<input type="checkbox"/>		
Wall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Copper</u>	<u>Side Walls</u>
Pitch Trans.	<input type="checkbox"/>	<input type="checkbox"/>		
Valleys	<input type="checkbox"/>	<input type="checkbox"/>		
Snow Guard	<input type="checkbox"/>	<input type="checkbox"/>		
Skylight	<input type="checkbox"/>	<input type="checkbox"/>		
Vent-Pipe	<input type="checkbox"/>	<input type="checkbox"/>		
Drip Edges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Copper</u>	<u>Eave Troughs</u>

## SEAMLESS GUTTER

## REPAIRS

Size <input type="checkbox"/> 5 inch <input type="checkbox"/> 6 inch	Type: <u>EPDM Eave Trough</u>
Material: _____	Material: <u>Rubber + Enamel</u>
Color: _____	Color: <u>TBO</u>
Leaf Guard: _____	Other: <u>Scrape, Prime + Enamel</u>
Other: _____	

## INSTALLATION OPTIONS

- ☒ Strip existing roof down to the roof deck  
☐ Roof over existing materials  
☒ Removal / Disposal of job debris  
☒ Clean job site including magnet rolling  
☐ Clean / Secure gutters  
☐ Other \_\_\_\_\_

## EXCLUSIONS / ADDITIONAL CHARGES

- ☐ Do not roof: \_\_\_\_\_  
☒ Replacement of decking Included as Required  
☐ Chimney re-pointing / re-crowning \_\_\_\_\_  
☐ Transitional walls / siding repair \_\_\_\_\_  
☒ Other: #1 Seal Roof Oxide, Prime and Paint Roof, Replace All EPDM  
☒ #2 Traditional Copper Standing Seam Roof + Trough

**We Propose** hereby to furnish material and labor - complete in accordance with above specifications. Payment to be made as follows:

1 Prime, Paint Roof, and replace EPDM \$ 6,800.00

2 Traditional Standing Seam + Eave Trough \$ 13,100.00

3 \_\_\_\_\_ \$ \_\_\_\_\_

4 VA Sales Tax 5.3% \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

### Acceptance of Proposal:

The specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in full upon completion.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6b****ITEM TITLE:**

Altavista On Track/Town of Altavista Agreement

**DESCRIPTION:**

Several months ago, staff was requested to work on an agreement that would set forth the relationship between Altavista On Track (AOT), the Town's Main Street Program, and the Town of Altavista. A draft agreement was submitted to the Town by AOT and the town staff provided additional input and ultimately forwarded the draft to Town Council for their review. At this time, town staff is seeking input from Town Council so that the amended draft can be provided to the AOT Board for one final review. It is anticipated that if there are changes, they would be presented to Town Council and ultimately the agreement would be approved.

The intent of this Agreement is to formalize the relationship between Altavista On Track and the Town of Altavista and to provide a mechanism for annual evaluation of the program and its work plan.

**RECOMMENDATION:**

Review and document and provide input to staff.

**BUDGET/FUNDING:**

Annually the Town provides funding for a full-time person (approximately 75% of the employee's time is devoted to Main Street activities = \$42,950) and \$5,000 contribution for general use in their budget.

**POTENTIAL ACTION:**

- Council may do one of the following:
  - Accept the Agreement and staff will submit it to the AOT Board for final review/comment.
  - Provide alternative direction to staff, based on discussion.
  - Take no action, at this time.

**ATTACHMENTS:**

- *Draft Agreement between Altavista On Track and Town of Altavista (Main Street services) (Provided previously)*



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6c****ITEM TITLE:**

SOL Smart Designation Update

**DESCRIPTION:**

Per Council's direction, staff has been working on the criteria required to apply for SOL Smart "Bronze" Designation. Below is information from the SOLSMART website regarding this effort:

***SolSmart is a national designation program recognizing cities, counties, and regional organizations that foster the development of mature local solar markets.***

*SolSmart is led by the International City/County Management Association and The Solar Foundation, along with a team of partners with deep expertise in solar energy and local governments.*

*Local governments have tremendous influence over the prospects for solar energy growth. Unnecessary paperwork, red tape, and other burdensome requirements increase costs and discourage solar companies from moving to the area. By streamlining these requirements and taking other steps to encourage solar development, communities become "open for solar business." And since the solar industry is a leading source of American job creation, attracting solar investment in your community is a great way to promote economic development and new jobs.*

*SolSmart uses objective criteria to designate communities that have successfully met these goals. These communities receive designations of SolSmart Gold, Silver, and Bronze. Since the program launched in 2016, more than 350 cities, counties, and regional organizations nationwide have achieved SolSmart designation.*

*To help communities achieve designation, SolSmart provides no-cost technical assistance from a team of national experts who work to evaluate programs and practices that impact solar markets, and identify high-prospect opportunities for improvement. A select number of communities also hosted SolSmart Advisors: fully-funded, experienced staff who work in communities for periods of up to six months. All cities, counties, and regional organizations are eligible to join SolSmart and receive no-cost technical assistance to achieve designation.*

Attached is a memo updating staff's progress to this point.

**RECOMMENDATION:**

Continue the process and submit the application when the appropriate criteria is met.

**BUDGET/FUNDING:**

No budgetary impact, at this time.

**POTENTIAL ACTION:**

- Council may do one of the following:

- Provide input to staff on this time, with direction to proceed towards submittal of the designation application.
- Provide alternative direction to staff, based on discussion.
- Take no action, at this time.

**ATTACHMENTS:**

- *Staff update memos*



DATE: April 24<sup>th</sup>, 2020

FROM: George Sandridge – Administration/Policy Development Intern

TO: Altavista Town Council

CC: Waverly Coggsdale, III – Town Manager

RE: **Update on Altavista’s SolSmart Designation**

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## **Background**

In February 2020, the Town Manager directed staff to explore in depth the SolSmart application and designation process. The past two months has consisted of staff researching the applicability of solar in the Town and the best way to proceed. In addition, staff has met with the Campbell County Building Inspection office to gain insight on the permitting process. Below is a brief summary of the application process and where Altavista stands currently.

## **Application Process**

To receive a designation of Bronze from SolSmart, a locality must earn at least 60 points. Out of those points, 40 must come from the Permitting and Planning, Zoning, and Development categories. The final 20 points can be earned from the six remaining “special focus” categories: Inspections, Construction Codes, Solar Rights, Utility Engagement, Community Engagement, and Market Development/Finance. Once all required points are earned, Altavista will be ready to submit for designation. This process will take between 2-4 weeks.

Due to the recent events surrounding the COVID-19 outbreak, the timeline for applying to SolSmart has shifted. Currently, the Town has satisfied all requirements under the Permitting category. The Special Focus category is also complete, and the required information just needs to be published on the website. However, the Planning & Zoning category is currently causing the

delay. To satisfy that category, staff must present the memo described in PZD-1a to the Planning Commission or relevant zoning body. Since the April Planning Commission meeting was canceled, staff was unable to fulfill this requirement. Staff is consulting with SolSmart officials to see if presenting the memo to Town Council will satisfy this requirement.

### **Points Summary**

Below is a summary of how the Town has earned or will earn the required number of points. Unless denoted with an asterisk, the following steps have already been performed.

#### Permitting

- **P-1:** Post an online checklist detailing the required permits, submittals, and steps of your community's solar PV permitting process – *Required*
- **P-4:** Require no more than one application form for a residential rooftop solar PV system – *5 points*
- **P-5a:** Conduct a review of solar permit fees for residential and commercial solar PV and compile findings in a memo – *5 points*
- **P-5b:** Demonstrate that residential permit fees for solar PV are \$400 or less – *5 points*
- **P-5c:** Demonstrate that commercial permit fees are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source – *5 points*

#### Planning, Zoning, and Development

- **PZD-1a:** Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development and compile findings in a memo – *Required*
- **PZD-1b:** Formally present PZD-1a memo findings to planning commission or relevant zoning body – *5 points\**
- **PZD-4:** Provide clear guidance for solar PV on historic properties and in special overlay districts – *10 points\**
- **PZD-10a:** Ensure that the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district – *5 points*

- **PZD-11:** Post an online factsheet that provides an overview of what zoning allows for solar PV under what conditions (e.g., types and sizes of solar arrays permitted, the processes required, and other relevant information – *5 points\**

#### Special Focus

- **SR-1:** Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy – *5 points\**
- **SR-2:** Post consumer protection resources on solar PV online – *5 points\**
- **CE-1:** Create a solar landing page on local government's website with information on the community's solar goals and local resources for solar development – *10 points\**
- **MDF-1:** Provide online resources on active solar installers and/or local incentives for solar PV – *5 points\**
- **MDF-2:** Make solar PV metrics publicly available – *5 points\**
- **MDF-3:** Provide information to consumers about different residential and commercial solar PV financing options – *5 points\**





DATE: April 24<sup>th</sup>, 2020

FROM: George Sandridge – Administration/Policy Development Intern

TO: Waverly Coggsdale, III – Town Manager

RE: Review of Residential and Commercial Solar Permit Fees

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### **Background**

Per the guidelines for obtaining SolSmart bronze designation, the Town Manager directed staff to review the required permit fees for a residential or commercial solar PV system. Since the Town of Altavista does not employ a building inspector on staff, it must use the Campbell County building inspector. This also means that Altavista is subject to the fees charged by Campbell County, which are compiled below.

### **Projects < 1 Megawatt – Fees**

For a residential or commercial rooftop-mounted PV system, the applicant would need to apply for a standard building permit as well as an electrical permit. The fee for the building permit is \$25.00, while the fee for the electrical permit is \$30.00. After the 2% state levy, the total cost for a residential rooftop PV permit is \$56.10.

For a residential or commercial ground-mounted PV system, the above permit costs would still be applicable. However, the applicant would also need to complete a Town of Altavista zoning permit, which is a \$20.00 fee. This brings the total cost for a residential ground PV system to \$76.10.

### **Projects > 1 Megawatt – Fees**

For a 1 MW+ PV system (listed in Campbell County's fee schedule as *Utility-Scale Solar Energy Projects*), the current permit fee is \$650.00 per megawatt. An applicant would also be responsible for completing an Altavista zoning permit, which is \$20.00. This brings the total minimum cost to \$670.00.



DATE: April 24<sup>th</sup>, 2020  
FROM: George Sandridge – Administration/Policy Development Intern  
TO: Sharon D. Williams, AICP – Community Development Director  
CC: Waverly Coggsdale, III – Town Manager  
RE: Review of Altavista Planning and Zoning Ordinances

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Pursuant to the requirements of the SolSmart Bronze designation, I have reviewed the zoning ordinances for the Town of Altavista and confirmed there are no restrictions that would intentionally or unintentionally prohibit the development of PV installations.

#### **Standalone/Ground-Mounted**

A solar power system separated from a house or commercial building, such as being located in a side or rear yard, would be considered an accessory structure (*Zoning Ordinance, Section 86-22: Definitions – Accessory building or structure*). It would be permitted in all zoning districts by-right. Accessory structures must meet all minimum setback requirements of the underlying zone and shall not exceed the height of the principal structure.

#### **Rooftop-Mounted**

A solar power system directly attached to the roof of a house or commercial building is considered to be part of the principal building. It would be a permitted use by-right in all zoning districts (*Zoning Ordinance, Section 86-551 – Accessory uses and structures*). Principal structures may not exceed 35 feet in height in an R-1, R-2, or C-1 district, while structures in a C-2 or M district may not exceed 45 feet in height.

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George Sandridge – Administration/Policy Development Intern

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Sharon D. Williams, AICP – Community Development Director

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Waverly Coggsdale, III – Town Manager



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6d****ITEM TITLE:**

BPOL Tax Abatement Consideration

**DESCRIPTION:**

Mayor Mattox has requested that this item be placed on the agenda for review and discussion. Last week staff provided Council the following information:

FY2020 Adopted BPOL Fee Revenue: \$80,800

FY2020 BPOL Fee Revenue (to date): \$58,200

Staff was asked to evaluate what impact an abatement of the first \$500 of the BPOL fee for each business would have on the revenue as an effort to assist local businesses during the COVID-19 pandemic. Based on this criteria the Town would receive approximately \$47,800, which would mean approximately \$33,000 would be abated. The BPOL Fee deadline is May 1, 2020.

Staff is currently evaluating the potential impact to the Town's revenue stream from the COVID-19 pandemic. Due to different timeframes in which the revenue are reported/paid, any current projections are only estimates. For estimation purposes a 25 – 50% decrease in Meals Tax and Lodging Tax would decrease revenue by up to \$150,000 to \$180,000 and the impact on Local Sales tax (which is reported/received two months in arrears) is difficult to know at this point. If Council proceeds with an abatement, and local revenues are impacted substantially the result could require the use of Reserve funds to balance the budget, all of which is unknown at this point.

**RECOMMENDATION:**

Defer deadline for payment of the BPOL fees and/or develop criteria to provide BPOL relief based on impact to the business.

**BUDGET/FUNDING:**

If BPOL Fees are abated, the level of the abatement would determine the impact.

**POTENTIAL ACTION:**

- Council may do one of the following:
  - Provide input to staff on this time.
  - Provide alternative direction to staff, based on discussion.
  - Take no action, at this time.

**ATTACHMENTS:**

- *None at this time*



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6e****ITEM TITLE:**

VA WARN

**DESCRIPTION:**

Tom Fore, Director of Public Utilities, has requested that Town Council consider becoming a partner in the Virginia Water and Wastewater Agency Response Network (VA WARN). Below is information relative to VA WARN that was gleaned from their website.

## What is VA WARN?

Virginia WARN is a Mutual Aid Response Network for Virginia Water and Wastewater Systems.

The **mission** of the **Virginia Water and Wastewater Agency Response Network (VA WARN)** is to provide a method whereby Virginia water and wastewater utilities that have sustained damages from natural or manmade events could obtain emergency assistance in the form of personnel, equipment, materials and other associated services as necessary from other water and wastewater utilities. The objective is to provide rapid, short term deployment of emergency services to restore the critical operations of the impacted utility. Following the impacts of Hurricane Katrina, it became apparent that even with the extraordinary efforts of utilities, water associations, and state regulatory agencies, the demand for resources and knowing where those resources were available overwhelmed the ability to effectively coordinate the initial response.

The Virginia Section of the American Water Works Association (VA AWWA) and the Virginia Water Environment Association (VWEA) have joined together to be an advocate for and to support the Virginia Water/Wastewater Agency Response Network (VA WARN).

The Mutual Aid Agreement is structured to facilitate rapid emergency response between and among VA WARN Member Utilities. Having a signed MAA already in place and on file prior to an emergency can greatly facilitate planning and prioritizing by other Utilities responding to your requests for help in time of need.

**RECOMMENDATION:**

Staff recommends exploring joining the VA WARN in an effort to be eligible for mutual aid response, as outlined.

**BUDGET/FUNDING:**

No budgetary impact, at this time.

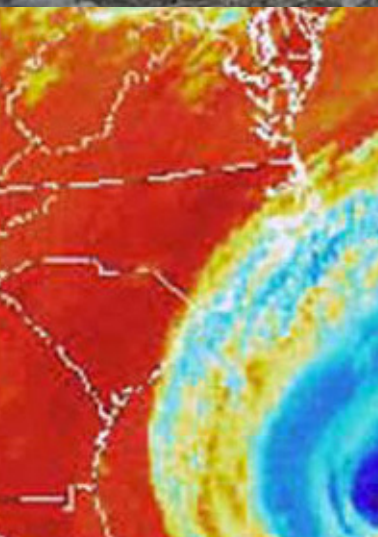
**POTENTIAL ACTION:**

- Council may do one of the following:

- Reach a Consensus in regard to joining VA WARN through adoption of a Resolution and authorizing the town manager to execute any necessary paperwork and place the item on the May 12<sup>th</sup> Town Council Regular Meeting agenda for approval (Consent Agenda).
- Provide alternative direction to staff, based on discussion.
- Take no action, at this time.

**ATTACHMENTS:**

- *VA WARN Frequently Asked Questions (FAQs)*
- *Resolution*
- *Mutual Aid Agreement*



# Virginia Water and Wastewater Agency Response Network (VAWARN) Frequently Asked Questions

**Q. If my utility signs the MAA, are we obligated to provide assistance?**

A. After signing the MAA, there is no obligation to provide assistance... ever!

**Q. My system is too small, what do I have to offer?**

A. Any assistance can be helpful to a system in need. Small systems may not have the equipment, but they have certified and knowledgeable personnel.

**Q. My system is too large. I will always be the one helping...who will be able to help me when I need it?**

A. It's not just about equipment but personnel too, including administrative and secretarial assistance especially if a pandemic hits your system. When a major emergency hits hard, a large system will need all they help they can get, even if it comes from several different smaller systems.

**Q. Why would my utility want to sign the MAA?**

A. Signing the MAA provides you:

- ▶ Access to assistance in the form of personnel, equipment, and supplies during your time of need, no matter what type of emergency;
- ▶ The possibility of receiving assistance quicker since the details are already outlined in the MAA;
- ▶ A blueprint of how the provision of food, shelter, and reimbursement will work, thus freeing up more of your time to work on the response.
- ▶ A network of other wastewater and water professionals;
- ▶ The ability to ask for help in an easy way.

**Q. What obligations does my utility incur by signing the MAA?**

A. If you sign the MAA, and choose to offer assistance during a specific emergency, then you are obligated to provide it under the terms and conditions of the MAA.

Or, if you sign the MAA, and initiate an emergency of your own, you are obligated to reimburse the assisting utilities according to the terms and conditions of the MAA.

**Q. How does a utility obtain assistance when they need it?**

A. There are two steps to obtaining assistance:

- ▶ The Member identifies the need and resources needed.
- ▶ The Member contacts another Member directly, or uses the VAWARN website to post their emergency/need to all members.

**Q. If my utility signs the MAA, who decides which of our resources will be offered?**

A. During each emergency, the responding utility decides which resources to offer for that specific emergency.



## **Virginia Water and Wastewater Agency Response Network (VAWARN) Frequently Asked Questions continued...**

**Q. What happens when we need our resources back?**

A. Resources remain under the authority of the responding utility, and can be recalled at any time. Under no circumstances is a utility to send resources if it impacts their ability to manage daily operations or response to its own emergency.

**Q. What happens if equipment on loan is damaged or stolen?**

A. The responding utility is responsible for insurance in case this happens.

**Q. What are other benefits of participating in VAWARN?**

A. Here are a few benefits:

- ▶ The possibility of a reduction in lost water/wastewater revenue during emergency.
- ▶ Improved ability to respond to emergencies due to training, lessons learned, and experiences exchanged from other VAWARN Members.
- ▶ Participation can help a community satisfy the NIMS compliance criteria of participating in intrastate mutual aid agreements.

**Q. Are VAWARN mutual aid and assistance activities eligible for FEMA reimbursement?**

A. FEMA-specific requirements related to VAWARN include:

- ▶ The MAA was in effect prior to the response/deployment to the incident;
- ▶ The assistance must be requested by the utility in need;
- ▶ The work performed, supplies used and materials consumed are directly related to the disaster and is otherwise eligible for FEMA assistance;
- ▶ Documentation of rates and payment for services can be provided.

Note: FEMA reimbursement may apply only after a Presidential declaration of emergency.

**Q. How is VAWARN different from existing statewide mutual aid programs managed by emergency management?**

A. There are a few ways VAWARN emergencies differ from other programs:

- ▶ Statewide mutual aid/assistance agreements typically require a declaration of emergency by a local and/or state official to activate the agreement; the MAA does not require a declaration of an emergency, saving critical time in response to needs identified by the utility.
- ▶ Statewide programs typically do not include private utilities; VAWARN does.
- ▶ Statewide agreements are managed by the state emergency management agency; VAWARN is managed by utilities.

**Q. How can I find out more information about VAWARN, including how to join?**

A. Additional information about the program can be found on the VAWARN website ([vawarn.org](http://vawarn.org)). There you will find program information, agreements, forms, and a list of participating members.

**To speak to someone directly, please contact:**

Geneva Hudgins

VA AWWA Executive Manager

Phone: 434.386.3190

Email: [geneva.hudgins@vaawwa.org](mailto:geneva.hudgins@vaawwa.org)



**RESOLUTION AUTHORIZING EXECUTION OF THE  
VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT**

**WHEREAS**, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

**WHEREAS**, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

**WHEREAS**, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

**WHEREAS**, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

**WHEREAS**, The Town of Altavista operates water supply facilities and wastewater facilities and is responsible for public water supply and wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town of Altavista Town Council, that the Town Manager is hereby authorized to execute the VA WARN Mutual Aid Agreement, which is hereby approved.

Adopted by the Town of Altavista Town Council this 12<sup>th</sup> day of May 2020.

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT**

**THIS MUTUAL AID AGREEMENT** (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

### **BACKGROUND**

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

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

### **SECTION 1 – DEFINITIONS**

**“ASSISTING UTILITY”** means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

**“AUTHORIZED REPRESENTATIVE”** means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

**“EVENT AGREEMENT”** means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

**“PERIOD OF ASSISTANCE”** means the period of time commencing when the Assisting Utility 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 Utility (*i.e.*, portal to portal).

**“REQUESTING UTILITY”** means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

**“MEMBER UTILITY”** means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

**“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 Member Utility’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 inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

## **SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE**

**21 ASSISTANCE REQUEST** – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

**22 RESPONSE** – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility's Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

**23 EVENT AGREEMENT** – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

**24 AUTHORIZED REPRESENTATIVES** – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

### **SECTION 3 – ROLE OF VA WARN COMMITTEE**

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

## **SECTION 4 – TERM AND WITHDRAWAL**

**4.1 TERM** – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

**4.2 WITHDRAWAL** – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility's obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

## **SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES**

**5.1 MODIFICATION OF THIS AGREEMENT** – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

**5.2 MODIFICATION OF FORM OF EVENT AGREEMENT** – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

**5.3 ADMINISTRATIVE PROCEDURES** – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

## **SECTION 6 – MISCELLANEOUS PROVISIONS**

**6.1 OTHER AGREEMENTS** – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member 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 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.

**62 INTERPRETATION** – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

**63 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.

**64 ASSIGNMENT** – This Agreement shall not be assigned or transferred by any party.

**65 NO THIRD PARTY BENEFICIARIES** – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

**66 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.

**67 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 parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
MUTUAL AID AGREEMENT SIGNATURE PAGE**

**MEMBER UTILITY**

Utility Name: Town of Altavista

Signature: \_\_\_\_\_

Signatory's Name (print): \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

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

\*\*\*\*\*

**-- FOR USE BY VA WARN COMMITTEE ONLY --**

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT  
BY VA WARN COMMITTEE CHAIR**

Signature: \_\_\_\_\_

Signatory's Name (print): \_\_\_\_\_

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

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A  
ASSISTANCE REQUEST FORM**



# VA WARN MUTUAL AID AGREEMENT EXHIBIT A

## ASSISTANCE REQUEST FORM

Event Name:				Requesting Utility:			
Date:							
Time:							
Requesting Utility Contact Name:							
	Phone:			E-mail:			
Description of Assistance Requested:							
Specific Resources Needed:							
<b>Mobilization:</b>							
	Date Needed:			Time needed:	Pick hrs:	hrs	
<b>Demobilization:</b>							
	Release Date:			Time needed:	Pick hrs:	hrs	
<b>Deployment Considerations:</b>							
	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 Utility Resource Coordination Contact				Name/Title:			
	Phone:			E-mail:			
Staging Area:			Location:				
	Address 1:						
	Address 2:						
	City:			State:		Zip:	
Authorized Representative Name:						Date:	

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B  
EVENT AGREEMENT FORM**

## **VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT**

**THIS EVENT AGREEMENT** (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

### **BACKGROUND**

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

**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 VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

### **SECTION 2 – SCOPE OF ASSISTANCE**

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

### **SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID**

**3.1 SUPERVISION, CONTROL, AND RECALL** – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

**3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY** – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

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

**34 RIGHTS AND PRIVILEGES** – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

**35 SUMMARY REPORT** – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

#### **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 and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

**41 PERSONNEL** – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, 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.

**42 EQUIPMENT** – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility'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 Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

**43 MATERIALS AND SUPPLIES** – The Assisting Utility 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 shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

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

**45 PAYMENT** – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility 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 Utility 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.

**46 WAIVER OF REIMBURSEMENT** – An Assisting Utility 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 Utility.

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

## **SECTION 5 – INSURANCE**

**5.1 WORKERS' COMPENSATION COVERAGE** – Each Utility 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 Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility 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 Utility 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 Utility 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**

**61 OTHER AGREEMENTS** – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member 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.

**62 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.

**63 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.

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

**65 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.

**66 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.

**67 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.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK  
EVENT AGREEMENT SIGNATURE PAGE**

**REQUESTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

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

**ASSISTING UTILITY**

Utility Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Authorized Representative's Name (print): \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

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



## VA WARN EVENT AGREEMENT ATTACHMENT A

### SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

<b>Assisting Utility:</b>					
<b>Assisting Utility Authorized Representative:</b>				<b>Date:</b>	
<b>Requesting Utility:</b>			<b>Date:</b>		
<b>Event Name:</b>			<b>Time:</b>		
<b>Requesting Utility Contact Name:</b>					
	<b>Phone:</b>		<b>E-mail:</b>		
<b>Description of Assistance Offered:</b>					
<b>Specific Resources Available:</b>					
<b>Assisting Utility Resource Coordination Contact:</b>					
	<b>Phone:</b>		<b>E-mail:</b>		
<b>Mobilization:</b>					
	<b>Date Available:</b>		<b>Time needed:</b>	<b>Pick hrs:</b>	<b>hrs</b>
<b>Demobilization:</b>					
	<b>Date Released:</b>		<b>Time needed:</b>	<b>Pick hrs:</b>	<b>hrs</b>

<b>COST ESTIMATE (details below):</b>			
<b>Total Cost Estimate:</b>		<b>Total Cost Estimate (Total from Excel sheet):</b>	<b>\$0.00</b>
<b>Total Travel Costs:</b>			<b>\$0.00</b>
# of fuel consuming equipment:		# of non-fuel consuming equipment:	
<b>Travel Costs:</b>			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
<b>Notes/Comments:</b>			
<b>Total Equipment Costs:</b>			<b>\$0.00</b>
<b>Equipment Costs</b> (insert lines as needed):			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			
<b>Total Commodity (Materials &amp; Supplies) Costs:</b>			<b>\$0.00</b>
<b>Commodity Costs</b> (insert lines as needed):			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			
<b>Total Other Costs:</b>			<b>\$0.00</b>
<b>Other Costs</b> (insert lines as needed):			
	<b>Description:</b>	<b>Cost:</b>	
1			
2			
3			
4			
5			

[illegible]



# TOWN OF ALTAVISTA TOWN COUNCIL AGENDA COVER SHEET

**AGENDA LOCATION:**

Items For Discussion

**MEETING DATE:**

April 28, 2020

**ITEM #: 6f****ITEM TITLE:**

Consideration of Utility (Water/Sewer) bill payment/cut-off date extension

**DESCRIPTION:**

Due to the current "Stay At Home" order through June 10th and to ensure that all Altavista residents are able to continue to practice good hygiene, by washing their hands with soap and water, to help mitigate the spread of COVID-19, staff requests Council's consideration of suspending the May 5, 2020 disconnection deadline of water services, as well as late fees. This extension would set a payment deadline of Friday, June 12<sup>th</sup> with the cut-off date being Monday, June 15<sup>th</sup>.

Staff is scheduled to send out "late notices" this week. We would encourage our customers to make every effort to keep their accounts current during this period when connections are suspended and to use payment methods other than visiting Town Hall in person. Residents may mail their payments, place them in the Town Hall "drop box" or pay on-line.

**RECOMMENDATION:**

Defer deadline for cut-off of water services from May 5<sup>th</sup> to June 15<sup>th</sup> for non-payment by June 12<sup>th</sup>.

**BUDGET/FUNDING:**

This action will delay receipt of some utility revenues and the loss of revenue from penalties.

**POTENTIAL ACTION:**

- Council may do one of the following:
  - Accept staff's recommendation and approve as presented.
  - Provide alternative direction to staff, based on discussion.
  - Take no action, at this time.

**ATTACHMENTS:**

- *None at this time*