

**NEW SHOREHAM SEWER AND WATER COMMISSION
JOINT SPECIAL MEETING AGENDA
Monday • April 13th, 2020 • 1:00 PM**

In accordance with the guidance provided by the Governor and State and Local emergency management authorities due to the current state of emergency, this Commission meeting will be conducted solely via internet video conference and telephone conference; there shall be no in-person gathering for this meeting. We have set up the following internet video conference and telephone conference capabilities for the Commissioners, Staff, and the public to listen to this meeting. The public is encouraged to join this meeting of the Sewer and Water Commissions.

JOINT SEWER AND WATER DISTRICT

1. Discussion and potential action to authorize the Water & Sewer Superintendents, with each Chair's respective approval, to take any and all necessary actions to implement best practices guidance regarding the continued operation and functioning of the Water & Sewer plant operations during the COVID-19 virus epidemic, including, but not limited to decisions regarding personnel, scheduling and policies in the ordinary course of business of the Water & Sewer Districts.
2. Discussion and potential action regarding a temporary COVID-19 employee policy.
3. Discussion and potential action regarding setting calendar for FY 2021 budget work sessions, budget public hearing, and annual financial meeting.

WATER DISTRICT

4. Discussion and potential action regarding authorizing the Director of Public Works to execute the Letter of Conditions with USDA for the High St./Payne Rd. Main Replacement Project.
5. Discussion and potential action regarding authorizing the Director of Public Works to sign an engineering agreement with James Geremia and Associates.

SEWER DISTRICT

6. Discussion and potential action regarding the adoption of the temporary Assignment of the Emergency Septage Hauling Agreement and authorizing the Sewer Superintendent and Sewer Chair to execute it and any related documents.
7. Adjournment

Note: Items, while numbered, may be taken in the order that the Commissions see fit.

Respectfully Submitted,
Susan Garneau
Posted: 4/9/2020



Individuals requesting services for the deaf and hard of hearing must call 466-3200 forty-eight hours in advance of the meeting date. ALD (Assistive Listening Devices) are available for use by the public. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, gender and familial status. (Not all prohibited bases apply to all programs.)

The New Shoreham Sewer and Water Districts are an equal opportunity provider and employer.

Instructions to listen:

1. Dial in via smartphone or landline to listen to the meeting via the Zoom platform (Phone Number: 1-(253)215-8782; Meeting ID: 986-332-728). You will be able to listen to the entire Commission but you will not be able to participate. Please see the instructions below.

Two ways to comment:

1. Send your comments and questions before 11:00am Monday April 13, 2020 to nssc@new-shoreham.com. They will be distributed to the Commission. The Commission will be able to take time to read them before the meeting.
2. Email your comments and questions during the meeting to nssc@new-shoreham.com. Depending on the volume received, your comments will be summarized for the record. Questions may be addressed during or after the meeting.

Sewer & Water Zoom Meeting Listener Guide

This virtual meeting format is new the Commission members and other participants, so everyone's patience is greatly appreciated. The guidelines that follow will help ensure the best experience for all.

1. Please do not try to join more than 1-2 minutes prior to the meeting time. If you join too early, your connection may time out. If that happens, call back. You may also join any time after the meeting begins and may leave at any time by hanging up.
2. Do not try to use the Zoom App to connect. This is reserved for the Commission and other video participants. If you are asked for a password when trying to join, then you are using the Zoom App.
3. Dial in from a landline or cell phone, just as you would to make a normal phone call. Use the Phone Number and Meeting ID provided in the official meeting agenda.
4. If you hear a message that you have been placed in the Waiting Room, then you have successfully joined the meeting. Please MUTE your phone at this time.
5. You will be admitted into the live meeting just prior to the meeting Call to Order.
6. If you are removed from the meeting, try re-joining again. If you are unable to join, please email using the Public Comment instructions provided in the agenda and someone will follow up either during or after the meeting.

COVID-19 Policy-DRAFT

Purpose:

In response to increased cases of SARS-COV-2 virus and COVID-19 (Coronavirus) Disease (COVID-19), the following policy establishes procedures for supporting employees who may be exposed to or infected with COVID-19. The goal of this policy is to maintain a safe and healthy workplace, protect the privacy of infected persons, and let all employees know their rights in discharging leave and remote work options related to this disease. All procedures outlined in this policy shall remain in effect until the Town of New Shoreham's State of Emergency declaration is lifted or expires.

Responsibilities of New Shoreham Sewer/Water Commission(s) Employees:

- 1) The decisions of Town officials involving persons who have COVID-19 or may have been exposed to COVID-19 shall be based on current and informed medical judgments from the Rhode Island Department of Health (RIDOH) and the Centers for Disease Control and Prevention (CDC).
- 2) All employees have a responsibility to prevent the spread of COVID-19 when they are aware or suspect that they are or may be a carrier of COVID-19. For the purposes of this policy, employees are "aware" that they may have contracted COVID-19 if they have come into contact with a person with a confirmed case of COVID-19, have recently returned from any international travel, have recently returned from travel on a cruise ship, been infected with COVID-19, or are presenting with signs of illness consistent with COVID-19, such as unexplained fever, cough, and shortness of breath.
- 3) The New Shoreham Sewer Commission respects the right to privacy of any employee who is directly exposed to or infected with COVID-19. Information about the risk to employees related to COVID-19 will be disclosed only to the extent necessary to minimize the health consequences to co-workers, individuals, and others while complying with state and federal privacy and confidentiality laws.
- 4) Flexible work hours and working at home may be authorized on a case-by-case basis with the prior approval of the Water & Sewer Superintendents, depending on the nature of the employee's responsibilities.

Procedures for Employees who are Exposed to or Contract COVID-19:

- 1) Employees who are returning from any international travel or who have traveled on a cruise ship from the date of issuance of the Town State of Emergency, Effective March 18, 2020, and moving forward, or who are aware that they have come into direct contact with a person who has been confirmed to have COVID-19, or who have been notified by RIDOH of potential exposure, will be required to stay home from work and self-monitor for any symptoms for the specified quarantine period as determined by RIDOH and the CDC (a "Mandatory Quarantine"), currently fourteen (14) days. Employees who are within the above-outlined categories must immediately notify their supervisor and contact RIDOH Center for Acute Infectious Disease Epidemiology at 401-222-2577, who will provide guidance and assist with acquiring critical support services.

2) Employees out of work due to a Mandatory Quarantine as a result of a) traveling on work-related business or b) due to potential work-related exposure, are eligible for paid administrative leave.

3) Non-work-related exposure resulting in Mandatory Quarantine will be covered by employee available sick leave and personal day options. Employees that don't have available Sick leave or Personal days may access the Sewer/Water Commission(s) In the case that Sick Days, Personal Days, and Sick Bank are exhausted. The New Shoreham Sewer/Water Commission(s) may approve an advance of future (yet to be accrued) sick leave.

4) Upon receiving a positive diagnosis of having COVID-19, Employees must:

i) Immediately leave the workplace, and/or remain out of the workplace for the duration of their illness.

ii) Notify their immediate supervisor that they are unable to report to work. This notification should be made by speaking directly to the supervisor. If that is not possible, the employee may leave a voice or text message or email explaining why they are unable to report to work and a contact number where the employee can be reached.

iii) Provide a medical report (if possible) from a licensed healthcare provider.

iv) Superintendents should report instances of absences due to COVID-19 to the Director of Public Works, Finance Director/ Deputy Finance Director as soon as possible.

v) Where working at home is a viable option and approval is granted, an employee may temporarily work from home during a quarantine or isolation period. While working from home, an employee does not need to discharge time.

vi) An employee who is restricted from work because of illness due to COVID-19 may return to work after the self-quarantine period, provided the employee has completed the requisite fourteen (14) day period and has been asymptomatic for the last seventy-two (72) hours.

Other Provisions:

1. Effective immediately, non-essential travel is suspended until the Town of New Shoreham's State of Emergency declaration is lifted or expires:

a. Travel deemed necessary or critical to maintaining operations of the respective treatment and distribution of water at the Block Island Water Company, and collection of sewage, and New Shoreham Water Pollution Control Facility, or for the public health, safety, and welfare; or

b. Court-ordered travel.

2. Continuity of operations of the Block Island Water Company and New Shoreham Pollution Control Facility are paramount during the COVID-19 pandemic. Superintendent(s) may modify regular work shifts and schedules to physically distance employees to ensure continuity of operations.

The New Shoreham Sewer/Water Commission(s) is hereby authorized to amend, modify, and change this policy to keep the policy consistent with guidance from RIDOH and CDC, to act in the best interest of the Employees of the New Shoreham Sewer/Water Commission(s), or to otherwise conform to the law.

May 2020

N°	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
18	April 26	27 4:00PM Budget Work Session #1	28	29	30	1	2
19	3	4 4:00PM Budget Work Session #2	5	6	7	8	9
20	10	11 4:00PM Budget Work Session #3 (If Needed)	12	13	14	15	16
21	17	18 4:00PM Monthly Meeting and Public Hearing to adopt Budget	19	20	21	22	23
22	24	25 Memorial Day	26	27	28	29	30
23	31						Annual Financial Meeting June 15, 2020 4:00PM Sewer Budget 4:05PM Water Budget Joint Monthly Meeting immediately following

ASSIGNMENT
OF
EMERGENCY SEPTAGE HAULING AGREEMENT

This Assignment of Emergency Septage Hauling Agreement (the "Assignment") is made on this ____ day of April, 2020 (the "Effective Date") by **A. TRANSUE CORPORATION**, a Rhode Island corporation with an address of P.O. Box 1558, Block Island, RI 02807 (the "Assignor"), **ROBERT BROWN d/b/a ROBERT BROWN SEPTIC SERVICE**, a sole proprietorship with an address of P.O. Box 669, Block Island, RI 02807 (the "Assignee"), and the **NEW SHOREHAM SEWER COMMISSION**, a municipal corporation with an address of P.O. Box 774, Block Island, RI 02807 (the "Commission") (collectively, the "Parties").

RECITALS

The Commission and Assignor entered into that certain Emergency Septage Hauling Agreement dated as of May 30, 2019 (the "Hauling Agreement"), regarding the emergency hauling of sewage from the Commission's pump stations' wet wells and/or collection system (the "Contractor Duties"); and

Assignor desires to assign and transfer all of Assignor's right, title and interest in and to the Hauling Agreement to the Assignee and Assignee desires to accept such assignment; and

The Commission wishes to allow such assignment on a temporary basis and thus modify the Hauling Agreement term.

AGREEMENT

For value received, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee all of its right, title, and interest in and to the Hauling Agreement, and Assignee hereby assumes and accepts such assignment and agrees to assume, and perform all of Assignor's obligations and liabilities of the Assignor under the Hauling Agreement, including, without limitation, the Contractor Duties and all specifications in the Bid Award, Bid Response of Assignor and Request for Proposals related to the Hauling Agreement.
2. Assignee expressly and unequivocally agrees to perform the Contractor Duties for the rates described in Paragraph 8 of the Hauling Agreement.

3. In consideration of the Commission allowing the Assignor to assign the Hauling Agreement to the Assignee, the Hauling Agreement term shall be modified as follows:
 - A. The term of the Hauling Agreement shall be modified to terminate on October 31, 2020.
 - B. Paragraph 1(E) of the Hauling Agreement shall be modified to require the Assignor, Assignee and the Commission to all mutually agree on whether to extend the Hauling Agreement through June 30, 2023 under the terms in the Hauling Agreement. The Parties hereto may also negotiate whether Assignor and/or Assignee performs the Contractor Duties, negotiate a shorter extension of the Hauling Agreement and/or terminate the Hauling Agreement.
4. This Assignment, the Hauling Agreement, Bid Award, Bid Response of Assignor, Emergency Septage Request for Proposals and all other documents delivered pursuant thereto, constitute the entire contract between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter hereof.
5. The section headings contained herein are for reference only and will not limit or control the meaning of any provision of this Assignment. No delay or omission on the part of any party hereto in exercising any right or remedy hereunder will operate as a waiver of such right or remedy or any other right or remedy under this Assignment. This Assignment may be executed in any number of counterparts, each of which will be an original, but all of which together will comprise one and the same instrument. Time is of the essence with respect to all aspects of this Assignment. Any provision of the Assignment may be amended or waived, if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Assignor and the Assignee, or in the case of a waiver, by the party against whom the waiver is to be effective. Terms not otherwise defined herein shall have the meanings assigned to them in the Hauling Agreement and Request for Proposals.
6. This Assignment is being delivered and is intended to be performed in the State of Rhode Island and shall be construed and enforced in accordance with the laws of that state.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignor, Assignee and Commission have caused this instrument to be executed as of the Effective Date first above written.

A. Transue Corporation
Assignor

By: _____
Name: _____
Title: _____
Duly Authorized

Robert Brown d/b/a Robert Brown Septic Service
Assignee

By: _____
Robert Brown

New Shoreham Sewer Commission

By: _____
Peter J. McNerney, Chair

By: _____
Dylan G. Chase, Superintendent