Orange Water and Sewer Authority

Virtual Work Session of the Board of Directors

December 9, 2021

The Board of Directors of the Orange Water and Sewer Authority (OWASA) held its duly noticed regular work session by virtual means in accordance with law, on Thursday, December 9, 2021, at 6:00 p.m. utilizing Microsoft Teams software.

Board Members attending virtually: Jody Eimers (Chair), Yinka Ayankoya (Vice Chair), John N. Morris (Secretary), Bruce Boehm, Raymond (Ray) DuBose, and Todd BenDor.

OWASA staff attending virtually: Mary Darr, Robert Epting (Epting and Hackney), Vishnu Gangadharan, Stephanie Glasgow, Andrea Orbich, Dan Przybyl, Ruth Rouse, Todd Taylor, Mary Tiger, Stephen Winters, and Richard Wyatt.

Others attending virtually: Greg Characklis (Aqua Risk Management), Monica Dodson, Margaret Holton (UNC Water Resources Manager), Reed Palmer (Hazen and Sawyer), Ben Poulson (UNC), and Ellen Tucker (Gallager).

Motions

1. BE IT RESOLVED THAT the Board of Directors of the Orange Water and Sewer Authority adopts the Resolution Awarding a Construction Contact for the East Main Street Sewer Phase 1 Project. (Motion by Ray DuBose, second by Bruce Boehm and the Motion was unanimously approved.)

2. BE IT RESOLVED THAT the Board of Directors of the Orange Water and Sewer Authority adopts the Resolution Authorizing OWASA to Engage Counsel and Participate in PFAS Remediation Cost Recovery Litigation. (Motion by Ray DuBose, second by Bruce Boehm, and the Motion was unanimously approved.)

3. Ray DuBose made a Motion to approve the Minutes of the October 28, 2021, Meeting of the Board of Directors; second by Bruce Boehm, and the Motion was unanimously approved.

4. Ray DuBose made a Motion to approve the Minutes of the November 11, 2021, Work Session of the Board of Directors; second by Bruce Boehm, and the Motion was unanimously approved.

5. Ray DuBose made a Motion to approve the Minutes of the November 11, 2021, Closed Session of the Board of Directors for the Purpose of Discussing Environmental Claims in Accordance with N.C. General Statutes 143-318.11; second by Bruce Boehm, and the Motion was unanimously approved.

6. BE IT RESOLVED THAT the Board of Directors of the Orange Water and Sewer Authority adopts the Resolution Revising the Employee Attendance Award Program. (Motion by Todd BenDor, second by John Morris, and the Motion was unanimously approved.)

7. BE IT RESOLVED THAT the Board of Directors of the Orange Water and Sewer Authority adopts the Resolution to Modify Employee Personal Leave. (Motion by Bruce Boehm, second by Todd BenDor, and the Motion was unanimously approved.)

8. John Morris made a Motion to authorize staff to evaluate Alternative 4 (Uniform Rate Capacity Sharing Agreement) and Alternative 7 (Hybrid Option between Alternatives 5 and 6) which provides an option to access our Jordan Lake allocation during droughts and operational emergencies through Phase 1 of the Western Intake Partnership and guarantees OWASA's ability to join the Partnership in Phase 2 along with other viable supply alternatives against the Guiding Principles; second by Ray DuBose and the Motion passed unanimously.

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Announcements

Chair Jody Eimers announced that due to COVID-19 public health concerns, the OWASA Board of Directors held the meeting virtually utilizing Microsoft Teams software. Ms. Eimers stated that Board Members, General Counsel, and staff participated in the meeting remotely by virtual means.

Ms. Eimers asked if any Board Member knew of a conflict of interest or potential conflict of interest with respect to any item on the agenda tonight to disclose the same at this time. None were disclosed.

John Morris commented that he received OWASA's Care to Share flyer in his water bill and was glad the community is being reminded of this program.

Mary Tiger, Strategic Initiatives Manager, announced OWASA held its third-annual Care to Share Day was held on November 18, 2021. Over the last the three years there has been a steady increase in on-bill donations. Ms. Tiger reminded the Board on December 16, 2021, at 6:00 p.m., the Board will hold its second Strategic Plan Work Session and the discussion will be to build on the data presented in the environmental and operating scan as well as reconsider OWASA's Mission, Vision and Values. Finally, she announced the Orange County Climate Council will be held on Thursday, December 16, 2021, at 3:00 p.m. virtually.

Item One: Resolution Awarding a Construction Contract for the East Main Street Sewer Phase 1 Project

Ray DuBose made a Motion to adopt the resolution, second by Bruce Boehm, and the Motion was unanimously approved. Please see Motion 1.

Item Two: Resolution Authorizing OWASA to Engage Counsel and Participate in PFAS Remediation Cost Recovery Litigation

Ray DuBose made a Motion to approve the resolution, second by Bruce Boehm, and the Motion was unanimously approved. Please see Motion 2.

Item Three: Minutes

Ray DuBose made a Motion to approve the Minutes of the October 28, 2021, Meeting of the Board of Directors; second by Bruce Boehm, and the Motion was unanimously approved. Please see Motion 3.

Item Four: Minutes

Ray DuBose made a Motion to approve the Minutes of the November 11, 2021, Work Session of the Board of Directors; second by Bruce Boehm, and the Motion was unanimously approved. Please see Motion 4.

Item Five: Minutes

Ray DuBose made a Motion to approve the Minutes of the November 11, 2021, Closed Session of the Board of Directors for the purpose of discussing potential environmental claims in accordance with N.C. General Statutes 143-318.11; second by Bruce Boehm, and the Motion was unanimously approved. Please see Motion 5.

Item Six: Information on the Process and Timeline for Renewing Employee Medical Insurance Coverage

Stephanie Glasgow, Director of Human Resources and Safety, provided an update on the employee medical insurance renewal timeline; and Ellen Tucker, OWASA's consultant from Gallagher, provided a presentation on the process to renew.

Bruce Boehm said a decision to market other carriers should be made sooner on the timeline to avoid the risk of interference with other carriers' ability to respond for a quote. Mr. Boehm said he expects OWASA will market health insurance this year based on the Board's previous 2021 discussion on this topic, even if Blue Cross Blue Shield (BCBS) provides a reasonable quote.

Ray DuBose said he did not recall the Board agreeing to market the plan in 2022, and that the process is designed to give BCBS an opportunity to provide an opportunity to provide a fair and reasonable quote.

Ms. Tucker said OWASA can market the employee health insurance plan. She said OWASA has received four-years of decreases in premiums with BCBS, employee claims data is low, and employees are good stewards of the plan. Once there is a move to another carrier, that ability to negotiate based on the long-term relationship would be lost.

Ms. Glasgow said she would be in favor of marketing the health insurance plan if there is a trigger, such as employees are unsatisfied with the plan or there is an unreasonable increase in premiums.

After considerable discussion, the Board expressed appreciation for the presentation and agreed staff and Gallager will proceed with BCBS negotiations and if the negotiation does not result in a favorable outcome, OWASA will market employee health insurance without seeking further approval from the Board. The proposed process will accelerate the timeline, and in May 2022, the Board will see one of two outcomes: either a favorable renewal from BCBS; or Gallager will market the employee medical insurance plan and provide a recommendation to stay with BCBS or propose a new carrier.

Item Seven: Revision of the Employee Attendance Award Program

Todd BenDor made a Motion to approve the Resolution Revising the Employee Attendance Award Program; second by John Morris, and the Motion was unanimously approved. Please see Motion 6.

Item Eight: Modification to Employee Personal Leave

Bruce Boehm made a Motion to approve the Resolution to Modify Employee Personal Leave; second by Todd BenDor, and the Motion was unanimously approved. Please see Motion 7.

Item Nine: Long-Range Water Supply Plan – Evaluation of Alternatives to Provide Access to OWASA's Allocation of Water in Jordan Lake

Ruth Rouse, Planning and Development Manager, provided an interactive presentation on the evaluation of alternatives to provide access to OWASA's allocation of water in Jordan Lake as it relates to the Long-Range Water Supply Plan.

After a productive discussion, the Board expressed appreciation for the presentation, requested additional information on risk associated with an options contract, and agreed to further evaluate two of the Jordan Lake alternatives along with other viable supply alternatives at the January 13, 2022 Board meeting.

John Morris made a Motion to authorize staff to evaluate Alternative 4 (Uniform Rate Capacity Sharing Agreement) and Alternative 7 (Hybrid Option between Alternatives 5 and 6) which provides an option to access our Jordan Lake allocation during droughts and operational emergencies through Phase 1 of the Western Intake Partnership and guarantees OWASA's ability to join the Partnership in Phase 2 along with other viable supply alternatives against the Guiding Principles; second by Ray DuBose and the Motion passed unanimously. Please see Motion No. 8.

Bruce Boehm requested an opinion on whether the option contract alternatives would give OWASA less of a guarantee to access water in comparison to the full partner alternatives; staff will follow up.

Robert Epting, General Counsel, responded that whether either alternative would provide guaranteed access to OWASA's allocation would depend entirely on the language of the

contracts, which are yet to be drafted, as well as the parties' willingness and ability to comply with those terms.

Item Ten: Review Board Work Schedule

Todd Taylor said the January 13, 2022, agenda will include two additional items: Review Water Conservation Plan Draft Guiding Principles and Discuss Various Factors to Encourage Applications to the OWASA Board of Directors.

Item Eleven: Summary of Work Session Items

Todd Taylor said staff will revise the health insurance timeline to reflect the Board's discussion regarding whether to market medical insurance for employees if it is determined necessary.

Item Twelve: Closed Session

Without objection, the Board of Directors convened in a Closed Session for the purpose of discussing a personnel matter in accordance with N.C. General Statutes 143.318.11.6.

Following the Closed Session, the Board reconvened in open session, reported no action was taken in the closed session, and the meeting was adjourned at 8:46 p.m.

Respectfully submitted by:

Andrea Orbich

Andrea Orbich
Executive Assistant/Clerk to the Board

Attachments

Resolution Awarding a Construction Contract for the East Main Street Sanitary Sewer Rehabilitation and Replacement Phase 1 Project

Whereas, there is a need to replace/rehabilitate the sanitary sewer mains in the East Main Street corridor due to their age and condition; and

Whereas, advertisement to bid was published on the websites of the Greater Diversity News, publishing the advertisement on the websites of the State of North Carolina Interactive Purchasing System (NC IPS) and OWASA, and posting advertisement in multiple plan rooms on October 7, 2021; and

Whereas, after receiving three bids on the bid opening date of November 9, 2021; Moffat Pipe, Inc. of Wake Forest NC has been determined to be the low responsive, responsible bidder for the project; and

Whereas, funding for this project is included in the Capital Improvements Budget, last approved by the Board of Directors on June 10, 2021:

Now, Therefore, Be It Resolved:

1. That the Board of Directors of Orange Water and Sewer Authority awards the construction contract to Moffat Pipe Inc., the low responsive, responsible bidder for the East Main Street Sanitary Sewer Rehabilitation and Replacement Phase 1 Project, in accordance with the approved plans and specifications, in the amount of $1,955,653.00, subject to such change orders as may apply.

2. That the Executive Director be, and hereby is, authorized to execute said contract, subject to prior approval of legal counsel, and to approve and execute change orders and such documents as may be required in connection with the construction contract.

Adopted this 9th day of December 2021.

J. Leslie Eimers

Jo Leslie Eimers, Chair

ATTEST:

John N. Morris, Jr

John N. Morris, Secretary

Resolution Authorizing Orange Water and Sewer Authority (OWASA) to Engage Counsel and Participate in PFAS Cost Recovery Litigation

Whereas, PFAS polluting compounds have been found in OWASA's water resources, and in its treatment and transmission facilities, and in its wastewater treatment system, and it is to be expected that Federal and State regulatory agencies will require detection, testing and removal to some level at some time in the future; and

Whereas, such pollution has been noted in public water systems around the country, and water utilities anticipate that the regulatory requirements bound to be applied will be expensive, and that such remedial costs ought to be recovered from the parties legally responsible for that pollution; and

Whereas, Multi-District litigation seeking such recovery has been filed by more than 500 public water supply providers across the country, and their individual claims have been consolidated for hearing in the Federal District Court in Charleston, S.C., in *In re: Aqueous Film-Forming Foam Products Liability Litigation.* The NAPOLI SHKOLNIK PLLC law firm is one of the co-Lead Counsel Firms representing many of the more than 500 Plaintiff communities in that litigation; and

Whereas, OWASA has determined to retain NAPOLI SHKOLNIK PLLC to represent it in bringing its claims in litigation to be joined with that Multi-District litigation as a party plaintiff, to obtain a share of the recovery of such costs from those responsible for the manufacture and distribution of the PFAS polluting compounds, all by way of the Retainer Agreement proposed and revised, see copy attached.

Now, Therefore, Be It Resolved by the Board of Directors of the Orange Water and Sewer Authority:

1. That Orange Water and Sewer Authority (OWASA) accepts the offer of NAPOLI SHKOLNIK PLLC to represent OWASA to pursue litigation on OWASA's behalf to recover such claims as may be determined to arise out of PFAS pollution of OWASA water resources and treatment facilities, such litigation to be joined with the Multi-District litigation pending in the Federal Court in Charleston, South Carolina.

2. The Executive Director and General Counsel are authorized and directed to execute the Retainer Agreement with Napoli Shkolnik PLLC to engage that firm as OWASA's Counsel, and to take such other actions as necessary to assist Napoli Shkolnik LLC to pursue these claims.

Adopted this 9th day of December 2021.

Jo Leslie Eimers

Jo Leslie Eimers, Chair

ATTEST:

John N. Morris

John N. Morris, Secretary

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW
PFAS COST RECOVERY PROGRAM

RETAINER AGREEMENT

Orange Water And Sewer Authority, Carrboro, North Carolina, ("Client"), and Napoli Shkolnik PLLC, ("Napoli") have agreed that the Law Firm of Napoli Shkolnik PLLC, is hereby engaged upon the terms and conditions contained herein to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are or may be liable under the law for injuries and/or property damages and other costs which are or may be suffered arising out of the contamination of water supplies by per- and polyfluoroalkyl substances (*PFAS*) and 1,4 - Dioxane. We specifically agree as follows:

1. **ENGAGEMENT OF NAPOLI SHKOLNIK PLLC FIRM:** Client agrees that Napoli shall be engaged as Client's Counsel for the purposes set out herein. Napoli agrees to well and diligently represent Client in the prosecution of any and all legal claims for damages or other relief to which Client may be found to be entitled, arising out of the contamination of its treatment or transmission equipment, its water supplies or wastewater treatment effluent or other products, including surfaces to which they may have been applied, by per- and polyfluoroalkyl substances (PFAS) and 1,4- Dioxane by Defendants known or to be discovered in the course of this litigation by Napoli. Napoli shall have charge of all aspects of this litigation, keep Client fully advised as to the progress of proceedings therein, and shall coordinate and communicate with Client through Client's General Counsel.

2. **RESERVATION OF CLAIMS AGAINST OTHER NORTH CAROLINA PUBLIC ENTITIES:** It is specifically agreed that Napoli will not bring any action on Client's behalf or otherwise represent Client in litigation against any county, municipality or other public entity of or in North Carolina, without first obtaining Client's further specific written direction and consent to do so. Client has specifically reserved the right to engage, or not to engage in litigation with other North Carolina public entity water and wastewater service providers and shall have the right to designate Napoli or other Counsel for such purposes if it decides to do so.

3. **FEE PERCENTAGE:** Client and Law Firm agree that the Law Firm shall be paid Twenty five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery.*

4. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage,

photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee. Client shall reimburse Napoli for all necessary court filing fees, and for all fees for service of process, but Client shall not be responsible for any other said disbursements or expenses in excess of Seven Thousand Five Hundred Dollars, nor shall any sum in excess of Seven Thousand Five Hundred be deducted by Napoli from Client's recovery as Client's share of such other expenses.

5. **COMPUTATION OF FEES:** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	**$100.00**
25% Attorney's Fee	**$ 25.00**
Net settlement	**$ 75.00**
Disbursements	**-$ 10.00**
Net to Client	**$ 65.00**

6. **WITHDRAWAL:** The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties, not to exceed the said Five Thousand Dollars. The client understands that the Law Firm has conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

7. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

8. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered… whichever is earlier". We further

understand that the Statute of Limitations period for any case must be investigated and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

9. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution. In no event shall the interest charged against Client's settlement share be greater than One Thousand Dollars.

10. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

11. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement. Provided, that no such exercise of this authority as to settlement of the litigation and ultimate payment of the sums due Client may be exercised by Napoli without prior review and approval by OWASA General Counsel.

12. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

13. **ASSOCIATE COUNSEL:** Not inconsistent with the applicable rules and statutes of the State of North Carolina and the North Carolina State Bar, the Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained. -

14. **NORTH CAROLINA OR APPLICABLE LAW TO APPLY:** This Agreement is made and entered into under and in accordance with the laws of the State of North Carolina, and any claims or litigation pertaining hereto shall be filed and prosecuted in the appropriate division of the North Carolina Court of General Justice in Orange County, North Carolina, or in the United States Federal District Court for the Middle District of North Carolina, and the applicable law and the rights, duties and obligations of Client and of Attorneys regarding

Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of North Carolina.

15. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, - successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

16. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

    We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS 29TH **day of** DECEMBER **, 20** 21

ORANGE WATER AND SEWER AUTHORITY

By: _____

Printed Name: Todd Taylor, P.E.^

Title: Executive Director

Address: 400 Jones Ferry Road
Carrboro, NC 27510

E-Mail/Phone: ttaylor@owasa.org / 919-537-4216

NAPOLI SHKOLNIK, PLLC

By: _____

Printed Name of Attorney

REVIEW AND APPROVED AS TO FORM AND LEGALITY:

By: _____
OWASA General Counsel

RESOLUTION REVISING THE EMPLOYEE ATTENDANCE AWARD PROGRAM

Whereas, Orange Water and Sewer Authority (OWASA) has an Employee Attendance Award Program, providing employees a monetary award of eight (8) hours of regular pay for not using Sick Leave during a calendar year; and

Whereas this program does not promote inclusiveness and does not promote a safe and healthy work environment where all employees can perform at their best; and

Whereas, the elimination of the Employee Attendance Award Program requires an amendment to the Human Resources Policy, by Board action:

Now, Therefore, Be It Resolved:

1. That the Board of Directors of the Orange Water and Sewer Authority amends the Human Resources Policy, Section 13. N. Attendance Award Program, is hereby removed as provided below effective January 1, 2022:

~~*N. Attendance Award Program*~~

~~OWASA recognizes excellent employee attendance by providing a monetary award of eight hours of regular pay for employees who do not use any Sick Leave during the course of the calendar year.~~

Adopted this 9th day of December 2021.

Jo Leslie Eimers

Jo Leslie Eimers, Chair

ATTEST:

John N. Morris

John N. Morris, Secretary

RESOLUTION TO MODIFY EMPLOYEE PERSONAL LEAVE

Whereas, Orange Water and Sewer Authority (OWASA) provides regular, full-time employees eight hours of Personal Leave each calendar year; and

Whereas, Personal Leave must be taken all in one eight (8) hour day and does not carry over to the following year; and

Whereas, telework is a tool to increase productivity, attract and retain highly qualified individuals, lessen the environmental impact of travel as well as aid in business continuity. It has shown to benefit employees whose positions can accommodate such an arrangement. Telework can provide flexibility, decrease commute time which increases free time, and save on fuel and maintenance on vehicles; and

Whereas, OWASA implemented a telework option earlier this year, however, many positions in our organization are not conducive to telework arrangements and the employees who are not eligible are excluded from the related advantages. To address this situation, staff requests the Board consider adding sixteen (16) hours of Personal Leave annually to full-time employees who do not telework.

Whereas, Personal Leave is to be taken in one eight (8) hour day. To provide more flexibility to employees, changing this requirement to mimic Annual and Sick leave and allow it to be used in increments of one hour initially and thereafter in increments of 30 minutes; and

Now, Therefore, Be It Resolved:

1. That the Board of Directors of the Orange Water and Sewer Authority amends the Human Resources Policy, Section 14. K Personal Leave, is hereby modified as provided below effective January 1, 2022:

K. Personal Leave

Personal Leave is eight (8) hours of leave available to all permanent, full-time employees in each calendar year. An additional sixteen (16) hours of Personal Leave will be granted to full-time employees that do not have an approved telework application on file with Human Resources each January 1st. This benefit will not be added mid-year and will not be awarded to those that previously teleworked but are no longer eligible due to performance or disciplinary actions.

Personal Leave may be taken in increments of one hour and thereafter in increments of 30 minutes. This time does not carry over so employees must use it within each calendar year. While it is highly desirable that this Leave be pre-approved, it may be used for emergencies. The Personal Leave may not be donated as Compassionate Leave and may not be rolled into the employee's 457 Tax Deferred Compensation Plan account.

Adopted this 9th day of December 2021.

Jo Leslie Eimers, Chair

ATTEST:

John N. Morris, Secretary