HOUSING AUTHORITY OF THE CITY OF WAYNESBORO

THE HOUSING AUTHORITY
OF THE CITY OF SYLVANIA

THE HOUSING AUTHORITY
OF THE COUNTY OF SCREVEN

REGIONAL OFFICE

POST OFFICE BOX 628
PHONE: AREA CODE 706/554-2233
WAYNESBORO, GEORGIA 30830

THE HOUSING AUTHORITY
OF THE CITY OF LOUISVILLE

THE HOUSING AUTHORITY
OF THE CITY OF MILLEN

FILED
DEC 28 2022
EXECUTIVE SECRETARY
G.P.S.C.

DOCKET# 39190
DOCUMENT# 192678

December 28, 2022

Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334

JS22-020

Attention: Ms. Sallie Tanner, Executive Secretary

Dear Ms. Tanner:

The Waynesboro Housing Authority has enclosed the Operator Response Form for Docket # 39190 Document # 192275. The City of Waynesboro's Gas Department has agreed to take over the responsibility of the gas lines for the Housing Authority of the City of Waynesboro. I have enclosed a copy of that agreement between the City of Waynesboro and the Housing Authority. Also the City of Wrens' Gas Department has agreed to take over the responsibility of the gas lines for the Housing Authority's apartments in Wrens, Ga. I will forward the written agreement when I receive it. Arty Thrift, Wrens City administrator told me that I should receive it the first or the new year. Therefore, the Housing Authority will no longer be considered a master meter operator.

Sincerely,

Brent Meeks
Executive Director

RECEIVED
JAN 09 RECD 2023
PIPELINE SAFETY UNIT
GPSC

OPERATOR RESPONSE FORM

Operator Name: WAYNESBORO Housing Authority

Informal Conference Requested: Yes ☐ No ☐

Docket Number: 39190

Responses required within **30 days of electronic mail.** Provide the following information for this report:

Response to Inspection Number: JS 22-020

Type of Enforcement Action(s) cited in report:			Informal Conference Requested	
☐ Notice of Probable Violation (NOPV)	☐ New	☐Continuing	☐ Yes	☐ No
☑ Notice of Amendment (NOA)	☑ New	☐Continuing	☐ Yes	☑ No
☐ Warning Letter	☐ New	☐Continuing	☐ Yes	☐ No
☐ Letter of Concern	☐ New	☐Continuing	☐ Yes	☐ No
☐ Observed Issue	☐ New	☐Continuing	☐ Yes	☐ No
☐ Proposed Civil Penalty	$ _____ PCP $ Amount (Total for report)			

Indicate below (A-E) based on the type of Enforcement Actions in this report: (Check all that apply)
Complete a separate copy of Page 2, Operator Response to Enforcement Action, for each cited item.

A. Response for **Notice of Probable Violation** (with and without proposed civil penalty):
   1. ☐ Written statement indicating that corrective measures have achieved Compliance or
   2. ☐ Written plan of action outlining the corrective measures that will be taken to achieve compliance and when compliance is anticipated.

B. Response for **NOA**:
   1. ☐ Contested: Attach written explanation, information, or other material in answer to the allegations in the Notice of Amendment stating your reasons for objecting to the NOA, in whole or in part; or
   2. ☑ Not Contested: Explanation, information, or other material believed to warrant modification of the NOA in whole or in part; or
   3. ☐ Written request for clarification. (Attached)

C. Response for **Continuing** and/or **Existing** violations:
Current status, updates, expected completion dates, proposed modifications, etc., of the continuing and/or existing violations, even if this information was previously provided. Referencing a previously filed response letter, as status, updates, etc. alone is not sufficient for this response. Failure to provide this information may result in formal interrogatories from the Director through data requests.

D. Response for ☐ **Letter of Concern** / ☐ **Warning Letter**
I acknowledge receipt of the Letter of Concern/Warning Letter: _____
SIGNATURE / TITLE

Additional Comments: (Optional) _____

_____

_____

E. Response for **Observed Issue** and **No Violation**: (Optional Response)
Staff requests that the Operator acknowledge receipt of the Observed Issue/No Violation in writing, or by submitting an email to the FPU Director

Operator Response to Enforcement Action

Enforcement Action for: _____ ☐ New Violation ☐ Continuing Violation

Enter Code / Commission Rule (Complete a separate attachment for each enforcement action)

Enforcement Action(s) cited in report:	Conference Requested:	
☐ Notice of Probable Violation (NOPV)	☐ Yes ☐ No	$ _____
☑ Notice of Amendment (NOA)	☐ Yes ☑ No	Proposed Penalty for this violation
☐ Warning Letter	☐ Yes ☐ No	
☐ Letter of Concern	☐ Yes ☐ No	
☐ Observed Issue	☐ Yes ☐ No	
☐ Proposed Civil Penalty	☐ Yes ☐ No	

OPERATORS RESPONSE: The Housing Authority of the City of Waynesboro has turned over the operations of our gas lines to the City of Waynesboro. They have agreed to maintain the gas lines per GA PSC Rules as they have their own gas department. I have attached the agreement between the Housing Authority and the City of Waynesboro. Also, the City of Waynes has agreed also to have their gas department take over the lines of our apartments in Waynesboro. I will forward the agreement when it is Completed

Response Provided by: Brent Meeks / Director Date: 12-28-22

Name / Title

Internal use only:

Lead Inspector: _____ Date Response Reviewed: _____

Actions Acceptable: ☐ Yes ☐No Re-inspection Needed: ☐ Yes ☐ No Clear Violation: ☐ Yes ☐ No

Supervisor Review by: _____ Date Reviewed: _____

Additional Enforcement Recommended: ☐ Yes ☐ No

Director Review

Approved: ☐ Yes ☐No Schedule Special Follow-up Inspection: ☐ Yes ☐ No

Cleared Violation: ☐ Yes ☐ No

Comments: _____

COMMISSIONERS

TRICIA PRIDEMORE , Chairman
TIM G. ECHOLS , Vice-Chairman
FITZ JOHNSON
LAUREN "BUBBA" McDONALD
JASON SHAW

REECE McALISTER
EXECUTIVE DIRECTOR

MICHELLE THEBERT
FACILITIES PROTECTION UNIT DIRECTOR

Georgia Public Service Commission

(404) 463-6526
(800) 282-5813

244 Washington Street, SW
Atlanta, GA 30334-5701

FAX: (404) 463-6532
psc.ga.gov

REPORT OF NATURAL GAS SAFETY

INSPECTION NO: JS22-020

OPERATOR: Waynesboro Housing Authority

INVESTIGATOR: Jason Smith

INSPECTION DATE: August 10, 2022 REPORT MAILED DATE: November 30, 2022

Any questions concerning this report may be directed to the above address or by telephoning (404) 463-6526.

1. PURPOSE OF INSPECTION

To perform an inspection of the master meter operator's methane emissions mitigation plan for compliance with federal regulations.

2. CONTINUING VIOLATIONS

3. CLEARED VIOLATIONS

4. NEW VIOLATIONS

Violation	Description	Inspection#	Date
192.603(c)	General - The Associate Administrator or the State Agency that has submitted a current...	JS22-020	8/10/2022

5. OTHER RECOMMENDATIONS/COMMENTS

SEE ATTACHED INSPECTION REPORT

On August 10, 2022 Pipeline Safety Staff reported to the Waynesboro Housing Authority to perform an inspection of the master meter Operator's methane emissions reduction plan for compliance with the Congressional mandate of Section 114 of the Protecting Our Infrastructure of Pipelines and Enhancing Safety (PIPES) Act of 2020.

During this inspection the Operator was represented by:
Jerry Martin – Maintenance Supervisor
Joseph Blackstone – Maintenance Tech
Michael McClellan – Maintenance Tech
James Coker – Maintenance Tech

Commission Pipeline Safety Staff was represented by:
Jason Smith – Lead Pipeline Safety Inspector
David Lewis – Pipeline Safety Inspector

NOTICE OF AMENDENT

49CFR §192.603 General
(c) The Associate Administrator or the State Agency that has submitted a current certification under the pipeline safety laws, (49 U.S.C. 60101 et seq.) with respect to the pipeline facility governed by an operator's plans and procedures may, after notice and opportunity for hearing as provided in 49 CFR 190.206 or the relevant State procedures, require the operator to amend its plans and procedures as necessary to provide a reasonable level of safety.

COMMENTS: The Protecting Our Infrastructure of Pipelines and Enhancing Safety (PIPES) Act of 2020 was signed on December 27, 2020. This statute contains a self-executing mandate requiring operators to update their inspection and maintenance plans to address eliminating hazardous leaks and minimizing releases of natural gas (including intentional venting during normal operations) from their pipeline facilities. Operators must also revise their plans to address the replacement or remediation of pipeline facilities that are known to leak based on their material, design, or past operating and maintenance history.

Section 114 of the Protecting our Infrastructure of Pipelines and Enhancing Safety Act of 2020, Public Law No. 116-260 (Act) requires operators, by December 27, 2021, to update the inspection and maintenance plan required under section 60108(a) to address the elements described in the amendments to that section outlined below:

- Section 60108(a)(2)(D) - the extent to which the plan will contribute to — (i) public safety; (ii) eliminating hazardous leaks and minimizing releases of natural gas from pipeline facilities; and (iii) the protection of the environment; and

- Section 60108(a)(2)(E) - the extent to which the plan addresses the replacement or remediation of pipelines that are known to leak based on the material (including cast iron, unprotected steel, wrought iron, and historic plastics with known issues), design, or past operating and maintenance history of the pipeline.

During this inspection #JS22-020; Staff utilized PHMSA's Section 114 inspection form 27 for gas distribution operators to examined the Waynesboro Housing Authority's Methane Emission Mitigation Plan and found the following issues:

1. Inspection Question #6 - Do procedures identify measures for minimizing natural gas release volumes associated with non-emergency venting and blowdowns from operations and maintenance?

   STAFFS COMMENTS: Staff found section 3 of Waynesboro Housing Authority's plan addresses the process of purging only after taking into consideration the size of the pipe, length of section, operating pressure, location of the section of pipe and location of isolation valves. An area of concern is when listed procedures states:

   > "When facilities and the situation allows, each main pipeline to be taken out of service that operates at a pressure greater than ?? psig will have its pressure lowered until customer usage lowers the pressure on the pipeline to ?? psig.
   >
   > If the line pressure cannot be reduced to ?? psig, the main pipeline will be shut in and isolated from customer usage, and, if the situation allows, the remaining gas will be purged of flared (if the situation allows).
   >
   > If a main pipeline is operating at ?? psig of less, and the nominal pipe size is two inches or less and the length is 1,000 feet or less, flaring will not be required since the amount of emission will be minimal."

   Staff asked to Operator about the question marks (??) where a numeric figure should have been. The Operator was not able to address this during the inspection.

   REQUIRED AMENDEMENT: The Waynesboro Housing Authority must amend their methane emission plan to correct this section of their plan to the pressure set-points that are currently expressed as ??.

2. Inspection Question #7 - Do procedures provide for investigation of any unanticipated vented releases of natural gas, and if so, what are the associated actions?

   STAFFS COMMENTS: Staff found section 4 of Waynesboro Housing Authority's plan addresses unplanned (fugitive) leaks/releases. Then under the 'Leak Investigation' section statements about "If the presence of a leak is detected during an investigation, the leak is then classified using the leak grading and classification criteria as required in GPSC Rule 515-9-1-.05 Leak Standards" is crossed-out.

   "Grade 1 and Grade 2 leaks are repaired within the timeframe established under GPSC Rule 515-9-1-.05' is crossed-out."

   Language regarding Below Ground Leaks and Above Ground Leaks has also been crossed-out.

   REQUIRED AMENDMENT: The Waynesboro Housing Authority must correct Section 4 of their plan to show the associated actions used to investigate unanticipated vented releases.

3. Inspection Question #10 - Do procedures define a process to identify, classify, mitigate and repair leaks?

Staff found section 4 of Waynesboro Housing Authority's plan addresses identifying, classifying, mitigating and repairing leaks, but once again Staff found important sections crossed-out. Under the "Leak Investigation" section statements about "If the presence of a leak is detected during an investigation, the leak is then classified using the leak grading and classification criteria as required in GPSC Rule 515-9-1-.05 Leak Standards" is crossed-out.

"Grade 1 and Grade 2 leaks are repaired within the timeframe established under GPSC Rule 515-9-1-.05" is crossed-out.

Language regarding Below Ground Leaks and Above Ground Leaks has also been crossed-out.

REQUIRED AMENDMENT: The Waynesboro Housing Authority must correct this area of their plan to show the process used to identify, classify, mitigate and repair leaks.

4. Inspection Question #11 - Do procedures provide for review of Lost & Unaccounted for Gas (LAUF) and do procedures specify actions to reduce the associated volume?

   STAFFS COMMENTS: Staff found section 6 of Waynesboro Housing Authority's plan addresses Lost and Unaccounted for Gas (LAUF). This section references appendix H which is the procedure they use for tracking lost and unaccounted for gas, and appendix I which is how they calculate the amount of gas released at excavation damages and during purging.

   The Operator was unable to provide these appendices for Staff to review.

   REQUIRED AMENDMENT: The Waynesboro Housing Authority must amend their plan to show their procedures for tracking lost and unaccounted for gas, and how they calculate for the amount of gas released during excavation or during purging activities.

Please review and respond to this report in accordance with the attached Instructions for Responding to Enforcement Letters Issued by the Georgia Public Service Commission.

BK:1257 PG:134-138
D2022003009
2127974804
PARTICIPANT ID

FILED IN OFFICE
CLERK OF COURT
10/26/2022 10:22 AM
RADETA G. SMITH, CLERK
SUPERIOR COURT
BURKE COUNTY, GA

CITY OF WAYNESBORO, GEORGIA

AFTER
RECORDING RETURN TO:
City of Waynesboro
615 N Liberty Street
Waynesboro, GA 30830

GAS UTILITY MASTER LINE MAINTENANCE AGREEMENT

THIS GAS UTILITY MASTER LINE MAINTENANCE AGREEMENT (this "Agreement") is made this 19th day of October, 2022 by and between **The Waynesboro Housing Authority** ("the Housing Authority") and **The City of Waynesboro**, a municipal corporation organized under the laws of the State of Georgia ("the City").

RECITALS

WHEREAS, the Housing Authority owns and manages 273 housing units situated on real property situated in the City of Waynesboro, Georgia, as set forth in Exhibit "A" ("the Property"); and

WHEREAS, the Georgia Public Service Commission has stipulated that the Housing Authority, as a statutory master gas meter operator, must maintain both master gas meters and each individual unit's interior lines; and

WHEREAS, due to manpower constraints, the Housing Authority wishes to delegate maintenance of the master gas lines (leading from the natural gas source to each housing unit) to the City; and

WHEREAS, the City and the Housing Authority intend for this Agreement to serve as the instrument described in the previous paragraph.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Inspection and Maintenance of Master Gas Line.** The City agrees to regularly maintain and inspect the master gas lines to ensure that they function at design capacity ("Good Working Order") throughout their expected lifespan, as determined by the City's Department of Public Utilities (the "Department"). The City shall inspect the master gas lines at least once every three (3) years, and the City's maintenance of the Facilities must, at minimum, be in accordance with guidance provided by the Georgia Municipal Association (GMA) Gas Section. To facilitate maintenance and inspection, the Housing Authority, to the extent possible, shall provide—or assist the natural gas provider service in providing—the City with a route of access to the master gas lines.

3. **Submission of Inspection and Maintenance Reports.** The City agrees to submit a master gas line inspection and maintenance report to Georgia Public Service Commission (Natural Gas) on a form 7100 to be approved by the City Manager, within thirty (30) days following any inspection or maintenance of the master gas lines by the City.

4. **Response to Master Gas Line Emergency.** In the event of an emergency involving the master gas lines, as determined by City of Waynesboro Gas Department in its sole discretion, the City may take whatever steps it deems necessary to abate the emergency condition. Prior to exercising such right, the City, if reasonably feasible and not prohibitive due to time constraints, will advise the Housing Authority of the emergency condition.

5. **Reimbursement of the City's Expenditures; No Cost to the City.** Upon performance of inspection and/or maintenance of the master gas lines, the Housing Authority shall reimburse the City for any repairs or costs associated therewith within thirty (30) days of the City's submission of the aforesaid costs to the Housing Authority. The Housing Authority will be responsible for paying regular monthly gas costs. In the event the City performs work or expends any funds to maintain or repair the master gas lines under **emergent conditions**, and the City accrues costs related thereto including, but not limited to, performance of labor and purchase of equipment, supplies and materials, the Housing Authority agrees to reimburse the City in full within sixty (60) days after the City provides written notice to the Housing Authority of all compensation due. The Housing Authority shall also reimburse the City for any leak survey costs, including travel time and actual time spent surveying and repairing master gas lines. The covered survey and repair items include meter and pipe inspection, pipe fitting, and testing.

6. **Indemnification.**

   a. The Housing Authority hereby agrees to indemnify, defend and hold the City harmless from and against any and all actual, threatened, or alleged claims, liabilities, penalties, fines, costs, losses, damages, causes of action, judgments, and administrative actions, including without limitation attorney's fees and court costs, resulting either directly or indirectly from the acts or omissions of the City and its officers, employees, agents and contractors in the performance of activities on the Property permitted by this Agreement.

   b. The City, in its performance of activities on the Property permitted by this Agreement, shall not be liable for any personal injury or property damage to the Housing Authority, its employees, contractors, agents, invitees or licensees, irrespective of how such injury or damage may be caused.

   c. No causes of action of, or defenses of, or claims of the Housing Authority against the City shall derogate from or in any way invalidate, offset, or prevent the enforcement of the indemnification owed by the Housing Authority to the City under this section 6, and such enforcement may proceed whether or not caused or contributed to by any negligence or act or omission of the City and notwithstanding any fault or uncured default of the City under this Agreement.

d. None of the provisions within the paragraphs of this section 6 may be construed as a waiver of the sovereign immunity granted to the City by the Georgia Tort Claims Act ("GTCA"), the Constitution of the State of Georgia, and all other applicable Georgia statutes and case law.

e. Every provision within the paragraphs of this section 6 shall survive the expiration or termination of this Agreement.

7. **Notices.** Notices under this Agreement shall be in a signed writing and shall be considered given when mailed by certified mail return receipt requested or hand delivered to the other party at the following addresses stated in this Section 7.

Any signed written notice to the Housing Authority shall be sent to:

Housing Authority of the City of Waynesboro
Post Office Box 628
Waynesboro, GA 30830

Any signed written notice to the City shall be sent to:

Mrs. Valerie R. Kirkland
Office of the City Manager
615 North Liberty Street
Waynesboro, GA 30830

with a copy of the signed written notice sent to:

Frails & Wilson, LLC
211 Pleasant Home Road, Suite A-1
Augusta, GA 30907

Either party may change any of its contact and address information given above by giving notice in writing stating its new address to the other party.

8. **Waiver.** The failure of a party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Agreement at any time. Waiver of any breach of this agreement shall not constitute waiver of a subsequent breach.

9. **Enforcement.** This Agreement shall be enforceable by all appropriate governmental parties.

10. **Agreement to Run with Land.** This Agreement shall run with the land and be binding upon the Housing Authority's successors and assigns in title.

11. **Authorization.** The individuals executing this Agreement on behalf of the Housing Authority and the City of Waynesboro represent that they are duly authorized to bind the Housing Authority and the City of Waynesboro to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Housing Authority has hereunto affixed its signature as of the day and year first hereinabove written.

Housing Authority of the City of Waynesboro

BY: _____

NAME: Brent Meeks

TITLE: Executive Director

IN WITNESS WHEREOF, the City of Waynesboro has hereunto affixed its signature as of the day and year first hereinabove written.

City of Waynesboro

BY: _____

NAME: James Jones

TITLE: Vice-Mayor

SWORN to and subscribed before me

This 10th day of October, 2022

Emma L Mullis

Notary Public, Burke County, Georgia

My Commission Expires: March 11, 2025

EMMA L. MULLIS NOTARY PUBLIC BURKE COUNTY GEORGIA EXPIRES MARCH 11, 2025

No 5th page Attached

C Nesbitt
1-9-2023