

Washington County Service Authority Board of Commissioners
April 9, 2019 Special Called Meeting Minutes

**1. Call the Meeting to Order -
Chairman**

The Board of Commissioners of the Washington County Service Authority, the Washington County, Virginia, Board of Supervisors and Town of Abingdon, Virginia, Town Council held a Special Called Joint Meeting starting at 6:30 pm, Tuesday, April 9, 2019 at the County Administration Building located at 1 Government Center Place, Abingdon, Virginia.

The meeting was called to order by the Chairman at 6:33 pm

2. Roll Call - Chairman

Commissioners Present:

Mr. Dwain Miller, Chairman
Mr. Kenneth Taylor, Vice Chairman
Mr. Wayne Campbell
Mr. Jim McCall
Mr. Tim Orfield

Commissioners Absent:

Mr. Vernon Smith
Mr. Mike White

WCSA Officers Present:

Robbie Cornett; Secretary, General Manager
Carol Ann Shaffer: Assistant Secretary, Administrative Assistant

General Counsel Present:

Thomas Dene, Esq.; Dene & Dene, P.C.

3. Approval of the Agenda - Chairman

No action was taken.

4. 2010 Wastewater Service Agreement History – Robbie Cornett

Mr. Cornett discussed the 2010 Wastewater Service Agreement and reviewed the proposed amendments.

5. Consideration of a JOINT RESOLUTION OF BOARD OF SUPERVISORS OF WASHINGTON COUNTY, VIRGINIA, BOARD OF COMMISSIONERS OF WASHINGTON COUNTY SERVICE AUTHORITY and TOWN COUNCIL OF THE TOWN OF ABINGDON, VIRGINIA - Chairman

Chairman Hernandez opened the floor for discussion from each group represented.

Concluding discussions, Mr. Hernandez first asked for a vote from the WCSA.

Mr. Tylor motioned to approve the First Amendment (see attached) as presented. Mr. Campbell seconded and the motion carried with a 5-0-0-2 vote.

Chairman Hernandez then invited the Abingdon Town Council to vote.

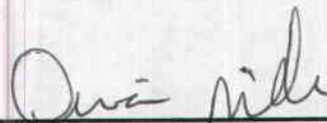
Mr. Bradley motioned to approve the Amendment. Mr. Patterson seconded and the Council approved with a 6-0-0-1 vote.

The Board of Supervisors was then called on to vote by Chairman Hernandez.

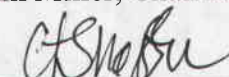
A motion to approve the Amendment was made by Mr. Ball, seconded by Mr. Pennington and approved by a unanimous vote of 7-0-0-0.

6. Adjourn – 6:48 pm

A motion to adjourn from Mr. Campbell was followed by a second from Mr. Orfield and approved by a 5-0-0-2 vote from the Board.



Mr. Dwain Miller, Chairman



Carol Ann Shaffer, Assistant Secretary

**FIRST AMENDMENT TO WASTEWATER SERVICE AGREEMENT
AMONG THE TOWN OF ABINGDON, WASHINGTON COUNTY
SERVICE AUTHORITY, AND WASHINGTON COUNTY, VIRGINIA**

This First Amendment to Wastewater Service Agreement Among the Town of Abingdon, Washington County Service Authority, and Washington County, Virginia (“Amendment”) is made by and between the Town of Abingdon (“Abingdon”), the Washington County Service Authority (“WCSA”), and Washington County, Virginia (“County”) with an effective date of April 9, 2019 (“Effective Date”). This Amendment consists of six (6) typewritten pages and a two (2) exhibits, each exhibit being one (1) page in length.

WITNESSETH:

WHEREAS, the Town, WCSA and County were parties to a February 22, 2010 agreement styled Agreement Among the Town of Abingdon, Washington County Service Authority, and Washington County, Virginia (“Wastewater Service Agreement”); and

WHEREAS, Paragraph A(4) of the Wastewater Service Agreement defines and establishes a ‘Spring Creek Service Area’ which consists of the ‘WCSA Spring Creek Service Area’ and the ‘WCSA Expanded Spring Creek Service Area,’ all of which is shown and depicted on the map styled “Abingdon & Environs Wastewater Service Areas”, which map is attached to the Wastewater Service Agreement and marked as Exhibit B (“Original Service Area Map”); and

WHEREAS, a true copy of the Original Service Area Map is attached hereto and marked as Exhibit A; and

WHEREAS, WCSA has requested that the WCSA Expanded Spring Creek Service Area be enlarged to encompass the area shown and depicted on the map styled

Abingdon & Environs Wastewater Service Areas Map Revision March 2019, which is attached hereto and marked as Exhibit B (“2019 Service Area Map”); and

WHEREAS, the Town has requested that the Amendment establish a minimum price for wastewater treatment of \$2.50 per one thousand (1000) gallons and that the Town be reimbursed for certain costs related to the Wastewater Service Agreement; and

WHEREAS, the Town has requested that WCSA review the compliance of certain WCSA customers with the Town’s Local Limits prior to directing wastewater flow from such customers to the Town for treatment; and

WHEREAS, the Town has requested that the Town and WCSA make a joint effort to monitor and evaluate the pretreatment of wastewater by certain WCSA customers; and

WHEREAS, the Town and County are agreeable to the WCSA Expanded Spring Creek Service Area being enlarged to encompass the area shown and depicted on the 2019 Service Area Map so long as the other terms and conditions of the Wastewater Service Agreement remain in full force and effect, except as otherwise amended by this Amendment; and

WHEREAS, WCSA and County are agreeable to meeting the Town’s requests to the extent provided for in this Amendment; and

NOW, THEREFORE, in consideration of the mutual premises and covenants hereof, the parties agree:

1. As of the Effective Date of this Amendment, the 2019 Service Area Map shall be and hereby is substituted for and in the place and stead of the Original Service Area Map as part and parcel of the Wastewater Service Agreement.

2. The price for the treatment of wastewater flow from WCSA shall continue to be calculated on an annual basis as provided in Paragraph D(4) of the Wastewater Service Agreement, provided, however, and notwithstanding such calculation, the minimum price for treatment of wastewater by the Town shall be no lower than \$2.50 per one thousand (1,000) gallons.

3. Prior to the initial delivery of any wastewater flow to the Town for treatment from any industrial customer of WCSA who commences service with WCSA after the Effective Date of this Amendment, WCSA shall determine whether such customer is compliant with the Town's Local Limits and WCSA shall supply the Town with written notice of its determination and all supporting documentation. If any such industrial customer is not compliant with the Town's Local Limits, WCSA shall either a) induce such customer to comply with the Town's Local Limits or b) not commence the delivery of wastewater flow from such customer to the Town for treatment.

4. The Town will issue a request for proposals for a study of the Town's Local Limits. The Town will timely provide WCSA with the proposals it receives in response for review by WCSA. Based upon WCSA's written approval of the cost associated with the study, the Town will award a contract for the Local Limits study to a responsible bidder. WCSA and the County agree to reimburse the Town for the cost of one approved study to update the Town's Local Limits, said cost to be divided equally between the County and WCSA. Once paid by the County and WCSA such cost shall be excluded from the annual price calculation and rate structure for the treatment of wastewater described in Paragraph D(4) of the Wastewater Service Agreement. The Town agrees to immediately commence and diligently pursue the Local Limits study and

it is anticipated that the study will be completed within 24 months of the Effective Date of this Amendment.

5. Except as otherwise provided by this Amendment, the cost of implementing and enforcing the Sewer Use Ordinance as it pertains to industrial and commercial customers of WCSA located in Washington County outside of the Abingdon Service Area that discharge wastewater for treatment by the Town shall be included in the annual price calculation and rate structure described in Paragraph D(4) of the Wastewater Service Agreement. The Town may present any such cost to WCSA prior to incurring it. Should WCSA elect, WCSA may pay such cost or reimburse the Town for the incursion of such cost. In the event WCSA elects to pay or reimburse, such cost will not be included in the annual price calculation and rate structure described in Paragraph D(4) of the Wastewater Service Agreement.

6. The Town and WCSA shall make a joint effort to monitor and evaluate pretreatment of wastewater by Significant Industrial Users at Oak Park and Bristol Washington County Industrial Park ("BWCIP"). The Town will issue a request for proposals for pretreatment compliance review and obtain bids detailing cost on a per customer basis. WCSA will review bid responses. Based upon WCSA's written approval of the cost associated with proposal, the Town will award to a responsible bidder a contract for pretreatment compliance review for a duration of up to 3 years. Upon agreement between the Town and WCSA in writing, the Town may issue a new request for similar proposals either after three (3) years, or before if agreed between the Town and WCSA. WCSA will be responsible for the full cost of any pretreatment compliance agreements entered into pursuant to this Paragraph 6 but such cost will not be

included in the annual price calculation and rate structure described in Paragraph D(4) of the Wastewater Service Agreement.

7. After the Effective Date of this Agreement, the Town and WCSA agree to discuss the possible direction or re-direction of industrial wastewater flow from Oak Park and BWCIP.

8. Washington County's obligations pursuant to this Amendment are moral obligations subject to the limitations of the constitution and laws of the Commonwealth of Virginia, subject to annual appropriation by the Washington County Board of Supervisors, and non-appropriation shall not constitute grounds for recovery against the County. State law and constitution prohibit the County from expenditure of funds unless appropriated by the Board of Supervisors, and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in this Amendment to the contrary, if the Board does not appropriate funds for the continuance of this Amendment in any future fiscal year, this Amendment and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds.

9. Any approval contemplated to be made by WCSA pursuant to the terms of this Amendment may be made administratively or by action of the Board of Commissioners of WCSA.

10. The provisions of the Wastewater Service Agreement not expressly amended by this Amendment shall continue in full force and effect.

11. In the event of any conflict between the terms of the Wastewater Service Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

COUNTY OF WASHINGTON, VIRGINIA

By: _____
Chair, Board of Supervisors

Date: _____

TOWN OF ABINGDON

By: _____
Town Manager

Date: _____

WASHINGTON COUNTY SERVICE AUTHORITY

By: _____
General Manager

Date: _____