

**Washington County Service Authority Board of Commissioners**  
**September 23, 2019 Regular Board Meeting Minutes**

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

The Regular Meeting of the Washington County Service Authority Board of Commissioners, held in the E. W. Potts, Jr. Board Room located at 25122 Regal Drive, Abingdon, Virginia, was called to order by the Chairman at 5:58 pm.

**2. Roll Call – Chairman**

Commissioners Present:

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

Commissioners Absent:

Mr. Vernon Smith

WCSA Officers Present:

Robbie Cornett; Secretary, General Manager  
Melinda Jett; Treasurer, Controller  
Carol Ann Shaffer; Assistant Secretary

General Counsel Present:

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

WCSA Staff Present:

Dave Cheek PE; Operations Manager  
Don Cole; Water Production Plant Manager  
James Denton; Process Engineer  
Holly Edwards; Customer Service  
Ryan Kiser, PE; Engineering Manager  
Drew Langston; Cross Connection Control Director  
Kenneth Perrigan; Meter Manager

Consultants Present:

Bill King, PE; Thompson & Litton

**3. Prayer and Pledge of Allegiance – Tim Orfield**

Mr. Orfield opened the meeting in prayer and led the Pledge of Allegiance.

**4. Approval of the Amended Agenda – Chairman**

Mr. Campbell motioned to approve the amended agenda presented by Mr. Cornett. Mr. Thayer seconded and the Board approved voting 6-0-0-1.

**5. Public Query and Comment – Chairman**

There was no public query or comment.

**6. Approval of the Consent Agenda with Exceptions - Chairman**

A. Approval of Minutes:

- August 26, 2019 Regular Meeting Minutes

B. Routine Reports: August 2019

- Water Production
- Meter Department
- Wastewater Operations
- Customer Service
- Maintenance
- Engineering
- Accounting
- Health & Safety
- General Manager
- Operations Manager

C. Financial Reports: August 2019

- Balance Sheet – Not Included
- Income Statement – Not Included

(Financials Statements are Pending due to Adjusting Entries made by the Auditors. Refer to accounting report for further details.)

- Check Register / General Manager Financial Report Except for Check Numbers: 043599 and 043654

D. Consideration of Change Order No. 3 for Contract 2 - Rich Valley Road Waterline Extension Project

Mr. Taylor motioned to approve the consent agenda, Mr. Campbell seconded and the Board approved voting 6-0-0-1.

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**7. Consideration of Check Number 043599 to Food City for \$176.80 and 043654 to Misty Mountain for \$31.90 - Chairman**

Mr. Orfield abstained for discussing or voting on this item as he is employed by Food City.

Mr. McCall motioned to approve the above listed checks. Mr. Campbell seconded and the motion carried with a 5-0-1-1 vote.

**12. Consideration of the 2019-2020 WCSA Regular Board Meeting Schedule and 2020-2021 Annual Meeting Schedule - Chairman**

After a brief Board discussion, Mr. McCall made a motion to hold monthly meetings.

Mr. Campbell seconded and the Board concurred with a 6-0-0-1 vote.

Mr. Taylor suggested going "paperless" and upload information such as Board Books on the iPads provided by WCSA.

**8. Legal Counsel Report and Update - Thomas Dene**

Mr. Dene had nothing to report

**9. General Manager Report and Update - Robbie Cornett**

Mr. Cornett offered to answer any questions from the Board about his report. There were no questions

**10. Operations Report and Update - Dave Cheek**

Mr. Cheek asked if the Board had any questions about his report contained in the Board Book. The Board had no questions

**11. Water and Wastewater Construction Projects Update - Ryan Kiser**

Mr. Kiser offered to answer questions from the Board about his report contained in the Board Books.

**Consideration of Bond Resolution and Financing Resolution for the Meter Replacement Project - Melinda Jett**

Mrs. Jett gave a brief summation of the Resolution.

Mr. Taylor motioned to approve the Resolution. Mr. Campbell seconded and the motion carried with a 6-0-0-1 Board vote.

**Quality Improvement Story - Nonrevenue Water - Dave Cheek, James Denton and Drew Langston**

The team reviewed the attached presentation of the initiative to reduce nonrevenue water.

**12. Election of Officers for August 2019 through July 2020 - Chairman**

Mr. Taylor made a motion that Dwain Miller continue on as Chairman of the Board. Mr. Campbell seconded and the Board unanimously approved voting 6-0-0-1.

Mr. Taylor then made a motion for Mr. Campbell to serve as Vice Chairman. Mr. Orfield seconded and the Board approved voting 5-0-1-1 with Mr. Campbell abstaining.

Mr. Campbell then made a motion that Robbie Cornett continue on as Secretary; Melinda Jett as Treasurer and Carol Ann Shaffer as Assistant Secretary. Mr. Taylor seconded the motion and the Board approved with a 6-0-0-1 vote.

**19. Motion to Closed Meeting - 7:17 pm**

Mr. Campbell moved that Board of Commissioners of the WCSA adjourn to Closed Meeting in accordance with the Virginia Freedom of Information Act,

**1. Code of Virginia Section 2.2-3711 Paragraph (A) (7): Probable Litigation:**

Consultation with legal counsel pertaining to probable litigation that has been specifically threatened or on which the Board or its legal counsel has a reasonable basis to believe will be

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commenced by or against a known party, where such consultation in open meeting would adversely affect the negotiating or litigating posture of the Board.

**2. Code of Virginia Section 2.2-3711 Paragraph (A) (3): Disposition of Public Property**

Discussion of consideration of the disposition of publicly held real property, where discussion on an open meeting would adversely affect the bargaining position or negotiating strategy of the Board

In addition to the Board the presence of Thomas Dene, WCSA General Counsel and Robbie Cornett, WCSA General Manager was requested.

Mr. Taylor seconded and the Board approved voting 6-0-0-1.

**20. Motion to Open Meeting – 9:11 pm**

Mr. Campbell moved that the Board return to Open Session. Mr. McCall seconded and the motion carried with a unanimous Board vote of 6-0-0-1.

Mr. Campbell read the following Certification of Closed Meeting:

Whereas, the Board of Commissioners of the Washington County Service Authority has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act;

And Whereas, Section 2.2-3712 Paragraph D of the Code of Virginia requires a certification by this Authority that such Closed Meeting was conducted in conformity with Virginia law;

And Now, therefore, be it resolved that the Board of Commissioners of the Washington County Service Authority hereby certifies that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the Closed Meeting to which

this certification resolution applies, and (2) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Board.


Aye by Mr. Thayer, Mr. Campbell, Mr. Taylor, Mr. Miller, Mr. McCall and Mr. Orfield confirming no outside discussion took place other than Closed Meeting topics.

**21. Late Items – Chairman**

Mr. Thayer made a motion to approve the attached Employee Limited Use of Specific WCSA Lands Policy. Mr. Campbell seconded and the motion passed with a 6-0-0-1 Board vote.

**22. Adjourn – 9:13 pm**

Mr. Taylor made a motion to adjourn, Mr. McCall seconded and the Board approved with a 6-0-0-1 vote.



Mr. Dwain Miller, Chairman



Carol Ann Shaffer, Assistant Secretary

## WASHINGTON COUNTY SERVICE AUTHORITY

### RESOLUTION AUTHORIZING AND APPROVING THE ISSUANCE, AWARD AND SALE OF WATER REVENUE BOND OF THE WASHINGTON COUNTY SERVICE AUTHORITY, AND SETTING FORTH THE FORM, DETAILS AND PROVISIONS FOR THE PAYMENT THEREOF

**WHEREAS**, the Washington County Service Authority (the "**Authority**") is a public body politic and corporate of the Commonwealth of Virginia (the "**Commonwealth**") created pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the Code of Virginia of 1950, as amended (the "**Act**");

**WHEREAS**, the Authority has determined that it is necessary and desirable to issue Water Revenue Bond (the "**Bond**"), and to use the proceeds thereof, along with other available funds, if any (i) to finance all or a portion of the costs of the Advanced Metering Infrastructure Equipment, Meters and Software Project, as the same may be amended from time to time, and such other projects as may be designated by the Authority and (ii) to pay the costs of issuance of the Bond (collectively, the "**Project**");

**WHEREAS**, the Authority has applied to the Virginia Resources Authority ("**VRA**") for the purchase of the Bond, and VRA has indicated its willingness to purchase such Bond from the proceeds of one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "**VRA Bonds**"), in accordance with the terms of a Local Bond Sale and Financing Agreement to be dated a date determined by VRA (the "**Financing Agreement**"), between VRA and the Authority, the form of which is on file with the Authority, or such other financing agreement that may be entered into in connection with a separate series of the Bond;

**WHEREAS**, the Financing Agreement is expected to indicate that the sum of \$9,200,000 plus an amount necessary to fund local costs of issuance or such other amount as requested by the Authority in writing and approved by VRA prior to VRA's bond pricing is the amount of proceeds requested for the Project (the "**Proceeds Requested**");

**WHEREAS**, VRA has advised the Authority that the sale date of the VRA Bonds is tentatively scheduled for October 30, 2019, but may occur, subject to market conditions, at any time between October 15, 2019, and November 30, 2019 (the "**VRA Sale Date**"), and that VRA's objective is to pay the Authority a purchase price for the Bond that in VRA's judgment reflects its market value (the "**Purchase Price Objective**") taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA) (collectively, the "**VRA Costs**") and other market conditions relating to the sale of the VRA Bonds;

**WHEREAS**, such factors are expected to result in the Authority receiving a purchase price other than the par amount of the Bond and consequently (i) the aggregate principal amount of the Bond may be greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested or (ii) if the maximum authorized principal amount of the Bond set forth in Section 1 of this Resolution does not exceed the Proceeds

Requested by at least the amount of the VRA Costs and any original issue discount, the amount to be paid to the Authority, given the Purchase Price Objective and market conditions, will be less than the Proceeds Requested;

**WHEREAS**, the Bond will be secured by a pledge of the revenues (as more particularly defined in the Financing Agreement, the "**Revenues**") derived by the Authority from the ownership and operation of its water system (as more particularly defined in the Financing Agreement, the "**System**"). The Bond will be issued as a "Parity Bond," as defined in the Financing Agreements set forth in Exhibit A. The Bond will be secured on parity with the Authority's outstanding bonds set forth in Exhibit B and any other Parity Bonds that may be issued prior to the Bond, with respect to the pledge of Revenues;

**WHEREAS**, the Bond will be issued as an "Additional Prior Bond" as defined in the Subordinate Financing Agreement dated as of June 1, 2002 (the "**2002 Subordinate Financing Agreement**"), between the Authority and VRA. The Bond will be secured on a senior basis to the Authority's Water System Revenue Bond, Subordinate Series 2002 (the "**Subordinate 2002 Bond**"), with respect to the pledge of Revenues; and

**WHEREAS**, the foregoing arrangements will be reflected in the Financing Agreement, a form of which has been filed in the Authority's records.

**NOW, THEREFORE, IN FURTHERANCE OF THE PUBLIC PURPOSE FOR WHICH THE WASHINGTON COUNTY SERVICE AUTHORITY WAS CREATED, BE IT RESOLVED THAT:**

1. **Authorization of Bond and Use of Proceeds.** The Authority hereby determines that it is in the best interest of the Authority to contract a debt and to issue the Bond and to award and sell the Bond to or at the direction of VRA, all pursuant to the Act and the terms of this Resolution and the Financing Agreement. The Authority hereby finds that the issuance of the Bond will promote the health, safety, welfare, morals and propriety of the citizens served by the Authority and will promote the governmental purposes of the Act. Accordingly, the Authority hereby authorizes the issuance, award and sale of the Bond in accordance with the terms of this Resolution and the Financing Agreement. The Bond shall be known as the "Washington County Service Authority, Water Revenue Bond, Series 2019" or such other designation as the Chairman may approve. The Authority hereby covenants that the proceeds from the issuance and sale of the Bond shall be used, together with other available funds, if any, to pay the costs of the Project.

2. **Authorization of Financing Agreement.** The form of the Financing Agreement on file with the Authority is hereby approved. The Chairman of the Authority (the "**Chairman**") or the Vice Chairman of the Authority (the "**Vice Chairman**") are each hereby authorized and directed to execute the Financing Agreement in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer executing the Financing Agreement, whose approval shall be evidenced conclusively by the execution and delivery thereof.

**3. Details of Bond.** (a) The Bond, may be issued in one or more series, and the Bond of each series shall be issued as a single bond in fully registered form and shall be dated the date of its issuance.

(b) The Bond shall be issued and sold to or at the direction of VRA on terms that VRA shall determine subject to VRA's Purchase Price Objective and market conditions described in the Recitals hereof; provided, however, that (i) the portion of the Bond issued to finance all or a portion of the costs of the capital projects in the Authority's capital improvement plan, as the same may be amended from time to time shall be issued in an aggregate principal amount not exceeding \$10,000,000, (ii) the Bond shall have a "true" interest cost not exceeding 5.00% (exclusive of "supplemental interest" as described in the Financing Agreement), (iii) the Bond shall be payable in principal installments ending no later than December 31, 2039, (iv) the Bond shall be sold to VRA at a price that is substantially equal to the Proceeds Requested and (v) the Bond shall be subject to prepayment upon the terms set forth in the Financing Agreement.

(c) Subject to the parameters in subsection (b), the Authority further authorizes the Chairman to accept the final terms presented by VRA, including the final principal amount and the amortization schedule (including the principal installment dates and amounts) of the Bond. If the limitation on the maximum aggregate principal amount of the Bond set forth above restricts VRA's ability to generate the Proceeds Requested, taking into account the VRA Costs, the Purchase Price Objective and market conditions, the Chairman is authorized to accept a purchase price for the Bond at an amount less than the Proceeds Requested.

(d) The actions of the Chairman in determining the final terms of the Bond shall be conclusive, and no further action shall be necessary on the part of the Authority. As set forth in the Financing Agreement, the Authority agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America.

**4. Pledge of Net Revenues and Parity Indebtedness.** The Bond shall be a limited obligation of the Authority and, except to the extent payable from the proceeds of the sale of the Bond or the income, if any, derived from the investment thereof, is payable exclusively from the Revenues, which the Authority hereby pledges to the payment of the principal of and Cost of Funds on the Bond pursuant to the terms of the Rich Valley Financing Agreement. The Bond shall be issued as a Parity Bond and will be secured on parity with the 1999 Bond, the 2000 Bond, the 2001A Bond, the 2001B Bond, the 2002 Bond, the 2003A Bond, 2003C Bond, the 2005 Bond, the 2005B Bond, the 2007A Bond, the 2007B Bond, the 2008A Bond, the 2008B Bond, the 2010A Bond, the 2010B Bond, the 2010C Bond, the 2010D Bond, the 2010E Bond, the 2010F Bond, the 2010G Bonds, the 2010H Bond, the 2010I Bond, the 2010J Bond, the 2011 Bond, the 2013A Bond, the 2013B Bond, the 2013C Bond, the 2014A Bond, the 2014B Bond, the 2014C Bond, the 2015A Bond, the 2016 Bond, the 2017A Bond, the 2017C Bond, the 2017D Bond, the 2019A Bond, the 2019B Bond, and any other Parity Bond issued on the same date or prior to the date of issuance of the Bond, with respect to the pledge of Revenues. The Bond shall be issued as an Additional Prior Bond and will be secured on a senior basis to the Subordinate 2002 Bond. Neither the Commonwealth nor any of its political subdivisions, including the Authority, shall be obligated to pay the principal of and Cost of Funds on the Bond or other costs incident to it except from the

Revenues and any other money or property pledged for such purpose, and neither the faith and credit nor the taxing power of the Commonwealth or any of its political subdivisions, including the Authority, is pledged to the payment of the principal of the Bond or other costs incident to it. The issuance of the Bond does not directly, indirectly, or contingently obligate the Commonwealth or any of its political subdivisions, including the Authority, to levy any taxes for the payment of the Bond.

5. **Project Part of System.** The Authority hereby confirms that the Project shall constitute part of the System.

6. **Form of Bond.** The Bond shall be in substantially the form attached as Exhibit A to the Financing Agreement and on file in the Authority's records, with such variations, insertions or deletions as may be approved by the Chairman or the Vice Chairman. There may be endorsed on the Bond such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

7. **Execution and Delivery of Bond.** The Authority hereby authorizes and directs the Chairman or the Vice Chairman to execute the Bond. The Authority hereby authorizes and directs the Secretary to affix the seal of the Authority to the executed Bond and to attest to it and then to deliver the Bond to or at the direction of VRA upon payment of the first principal advance thereunder. An authorized representative or other designee of VRA shall enter the amount and date of each principal advance as provided in the Certificate of Advances attached to the Bond when the proceeds of such advance are delivered to the Authority.

8. **Tax Compliance Agreement.** Such officers of the Authority as may be requested are authorized and directed to execute and deliver a non-arbitrage certificate and tax compliance agreement (the "**Tax Compliance Agreement**") in a form to be approved by the officers of the Authority executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

9. **Arbitrage Covenants.** The Authority covenants that it shall neither take nor omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "**Code**"), or otherwise cause interest on the VRA Bonds to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Authority shall comply with any provision of the Tax Compliance Agreement that may require the Authority at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the Authority receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Authority shall pay any such required rebate from legally available funds.

10. **Official Statement.** The Authority authorizes and consents to the inclusion if necessary of information with respect to the Authority contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale

of the VRA Bonds. If appropriate, such disclosure documents shall be distributed in such manner and at such times as any of them shall determine. The Chairman is authorized and directed to take whatever actions are necessary or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

**11. SNAP Investment Authorization.** The Authority has heretofore received and reviewed the Information Statement (the "**Information Statement**") describing the State Non-Arbitrage Program of the Commonwealth ("**SNAP**") and the Contract Creating the State Non-Arbitrage Program Pool I (the "**Contract**"), and the Authority has determined to authorize the Chairman to utilize SNAP in connection with the investment of the proceeds of the Bond, if the Chairman determines that the utilization of SNAP is in the best interests of the Authority. The Authority acknowledges the Treasury Board of the Commonwealth is not and shall not be in any way liable to the Authority in connection with SNAP, except as otherwise provided in the Contract.

**12. Evidence of Approval.** The approval or determination of all of the details and provisions of the Bond, the Financing Agreement and all other documents executed under the authority of this Resolution shall be evidenced conclusively by the execution and delivery of the Bond, the Financing Agreement and such other document by the officer or officers authorized hereby.

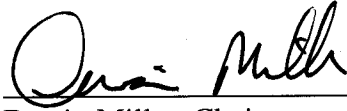
**13. Further Actions; Authorized Representative.** The Authority hereby authorizes and directs the Chairman, Vice Chairman, the Secretary, the Assistant Secretary, the General Manager, and the Deputy General Manager and such officers and agents of the Authority as may be designated by either of them to take such further actions as they deem necessary regarding, the issuance and sale of the Bond and the execution, delivery and performance of the Financing Agreement and closing documents and certificates. All such actions previously taken by such officers and agents are ratified and confirmed. The Authority hereby designates the Chairman, Vice Chairman, the Secretary, the Assistant Secretary, the General Manager, and the Deputy General Manager as the Authority's authorized representatives for purposes of the Financing Agreement. The authorization granted in this Resolution to the Chairman, Vice Chairman, the Secretary, the Assistant Secretary, the General Manager, and the Deputy General Manager, or such other officer as any of the named officers may designate in writing. When this Resolution authorizes the Chairman, Vice Chairman, the Secretary, the Assistant Secretary, the General Manager, and the Deputy General Manager to act, it shall be sufficient for either the act and bind the Authority.

**14. Filing of Resolution.** The Authority hereby directs counsel to the Authority to file a certified copy of this Resolution with the Circuit Court of Washington County, Virginia, pursuant to Section 15.2-5126 of the Code of Virginia of 1950, as amended.

**15. Effective Date.** This Resolution shall take effect upon adoption.



Adopted September 23, 2019.

A handwritten signature in cursive script, appearing to read "Dwain Miller", written over a horizontal line.

Dwain Miller, Chairman

A handwritten signature in cursive script, appearing to read "Robert Cornett", written over a horizontal line.

Robert Cornett, Secretary

[Signature Page to Bond Resolution]

## **EXHIBIT A**

The term "Financing Agreements" shall mean collectively the following:

Financing Agreement dated August 1, 1999, between the Authority and the Fund;

The Financing Agreement dated as of September 1, 2000, between the Authority and the Fund;

Financing Agreement dated as of August 1, 2001, between the Authority and the Fund;

Financing Agreement dated as of September 1, 2001, between the Authority and VRA;

Financing Agreement dated as of December 1, 2002, between the Authority and VRA;

Financing Agreement dated as of April 1, 2003, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of October 1, 2003, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of January 1, 2005, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2005, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of January 1, 2007, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of March 1, 2007, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2008, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2008, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of February 1, 2010, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2010, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2010, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2010, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2011, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2013, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of December 1, 2013, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of May 1, 2014, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of May 1, 2015, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of March 1, 2016, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of April 1, 2017, between the Authority and VRA, as Administrator of the Fund;

Financing Agreement dated as of April 1, 2019, between the Authority and VRA, as Administrator of the Fund; and

Financing Agreement dated as of April 1, 2019, between the Authority and VRA, as Administrator of the Fund.

## **EXHIBIT B**

The term "Parity Bonds" shall mean collectively the following:

Water System Revenue Bond, Series 1999 (the "1999 Bond");

Water System Revenue Bond, Taxable Series 2000 (the "2000 Bond");

Water System Revenue Bond, Taxable Series 2001 (the "2001A Bond");

Water System Revenue Bond, Taxable Series 2001B (the "2001B Bond");

Water System Revenue Bond, Taxable Series 2002 (the "2002 Bond");

Water System Revenue Bond, Taxable Series 2003A (the "2003A Bond");

Water System Revenue Bond, Taxable Series 2003C (the "2003C Bond");

Water System Revenue Bond, Taxable Series 2005 (the "2005 Bond");

Water System Revenue Bond, Taxable Series 2005B (the "2005B Bond");

Water System Revenue Bond, Taxable Series 2007A (the "2007A Bond");

Water System Revenue Bond, Taxable Series 2007B (the "2007B Bond");

Water System Revenue Bond, Taxable Series 2008A (the "2008A Bond");

Water System Revenue Bond, Taxable Series 2008B (the "2008B Bond");

Water System Revenue Bond, Taxable Series 2010A (the "2010A Bond");

Water System Revenue Bond, Taxable Series 2010B (the "2010B Bond");

Water System Revenue Bond, Taxable Series 2010C (the "2010C Bond");

Water System Revenue Bond, Taxable Series 2010D (the "2010D Bond");

Water System Revenue Bond, Taxable Series 2010E (the "2010E Bond");

Water System Revenue Bond, Taxable Series 2010F (the "2010F Bond");

Water System Revenue Bonds, Taxable Series 2010G (the "2010G Bonds");

Water System Revenue Bond, Taxable Series 2010H (the "2010H Bond");

Water System Revenue Bond, Taxable Series 2010I (the "2010I Bond");  
Water System Revenue Bond, Taxable Series 2010J (the "2010J Bond");  
Water System Revenue Bond, Taxable Series 2011 (the "2011 Bond");  
Water System Revenue Bond Taxable Series 2013 (the "2013A Bond");  
Water System Revenue Bond, Taxable Series 2013B (the "2013B Bond");  
Water System Revenue Bond, Taxable Series 2013C (the "2013C Bond");  
Water System Revenue Bond, Taxable Series 2014A (the "2014A Bond");  
Water System Revenue Bond, Taxable Series 2014B (the "2014B Bond");  
Water System Revenue Bond, Taxable Series 2014C (the "2014C Bond");  
Water System Revenue Bond, Taxable Series 2015A (the "2015A Bond");  
Water System Revenue Bond, Taxable Series 2016 (the "2016 Bond");  
Water System Revenue Bond, Taxable Series 2017A (the "2017A Bond");  
Water System Revenue Bond, Taxable Series 2017C (the "2017C Bond");  
Water System Revenue Bond, Taxable Series 2017D (the "2017D Bond");  
Water System Revenue Bond, Taxable Series 2019A (the "2019A Bond"); and  
Water System Revenue Bond, Taxable Series 2019B (the "2019B Bond").

# QIS NRW CASE STUDY



## WHAT IS NRW?

- NRW stands for Non-Revenue Water
- NRW is any water that is **produced** but not **sold** or **used by WCSA**



## WATER FACTORY EXAMPLE

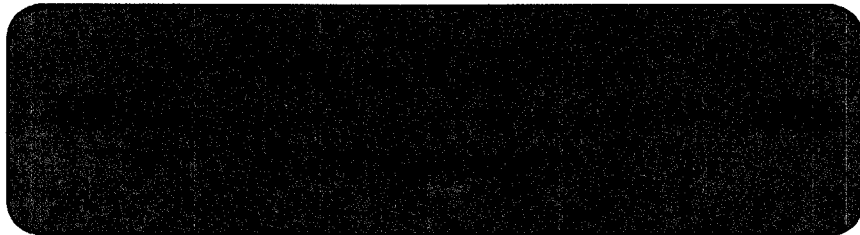
Where did the NRW 2 drop 8 drops of water:



10/15/2019



## HOW NRW IS CALCULATED?





10/15/2019



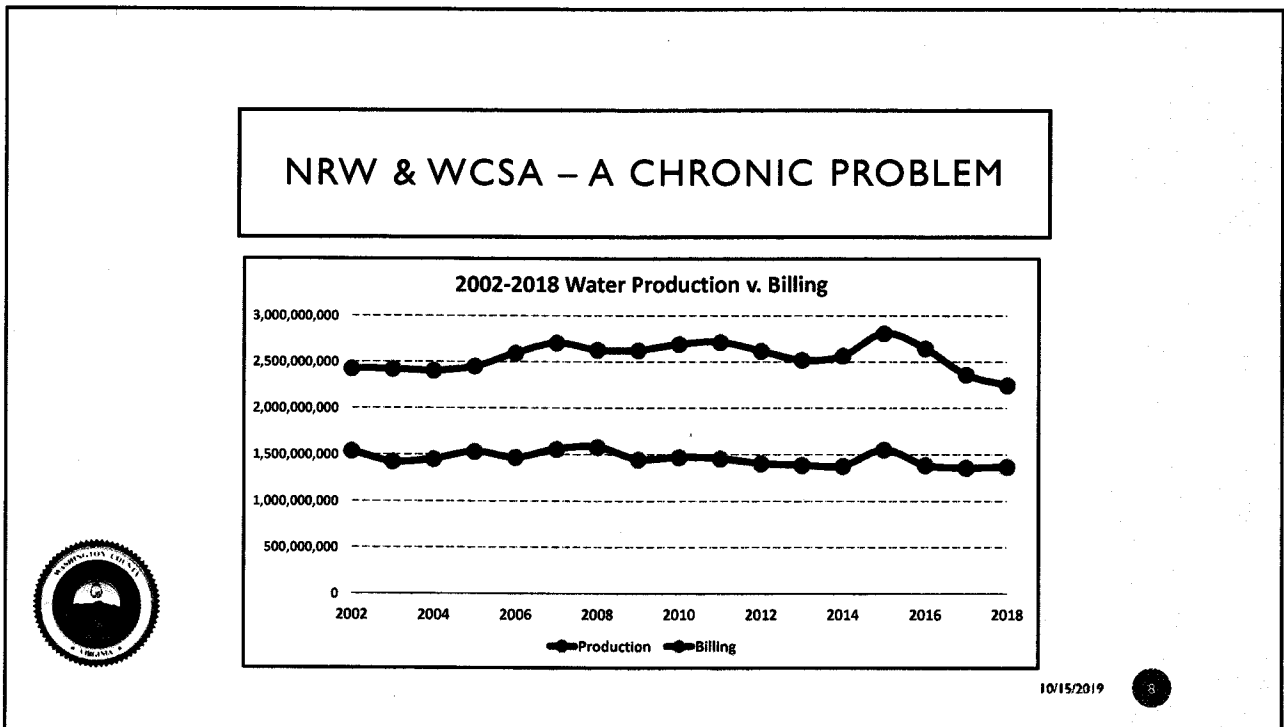
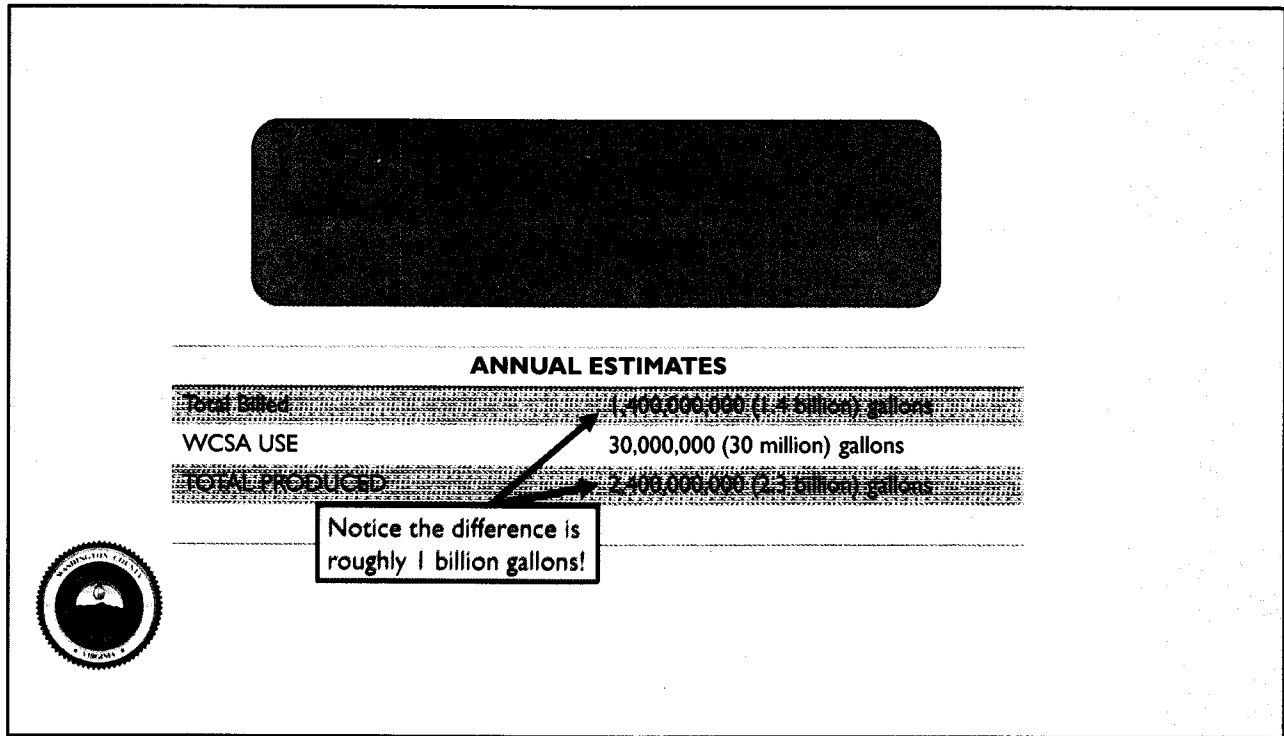
**Example**

<b>Total Billed</b>	<b>70 gallons</b>
<b>WCSA USE</b>	<b>10 gallons</b>
<b>TOTAL PRODUCED</b>	<b>100 gallons</b>

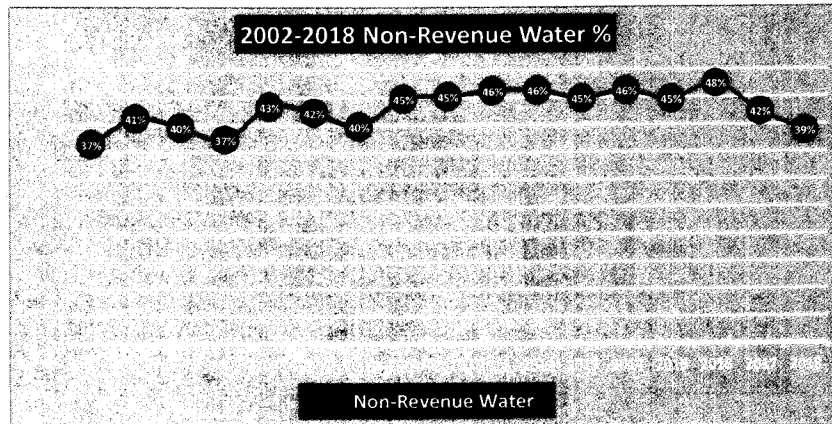








## NRW & WCSA – A CHRONIC PROBLEM



10/15/2019

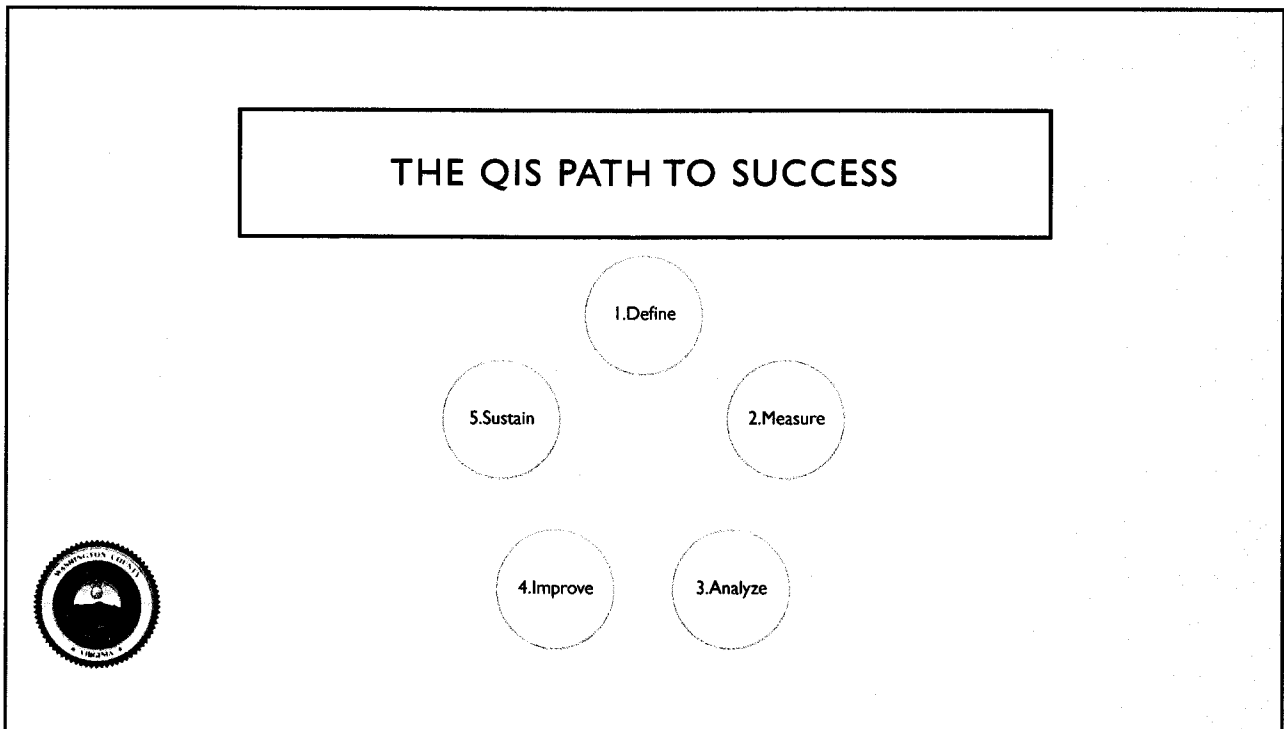
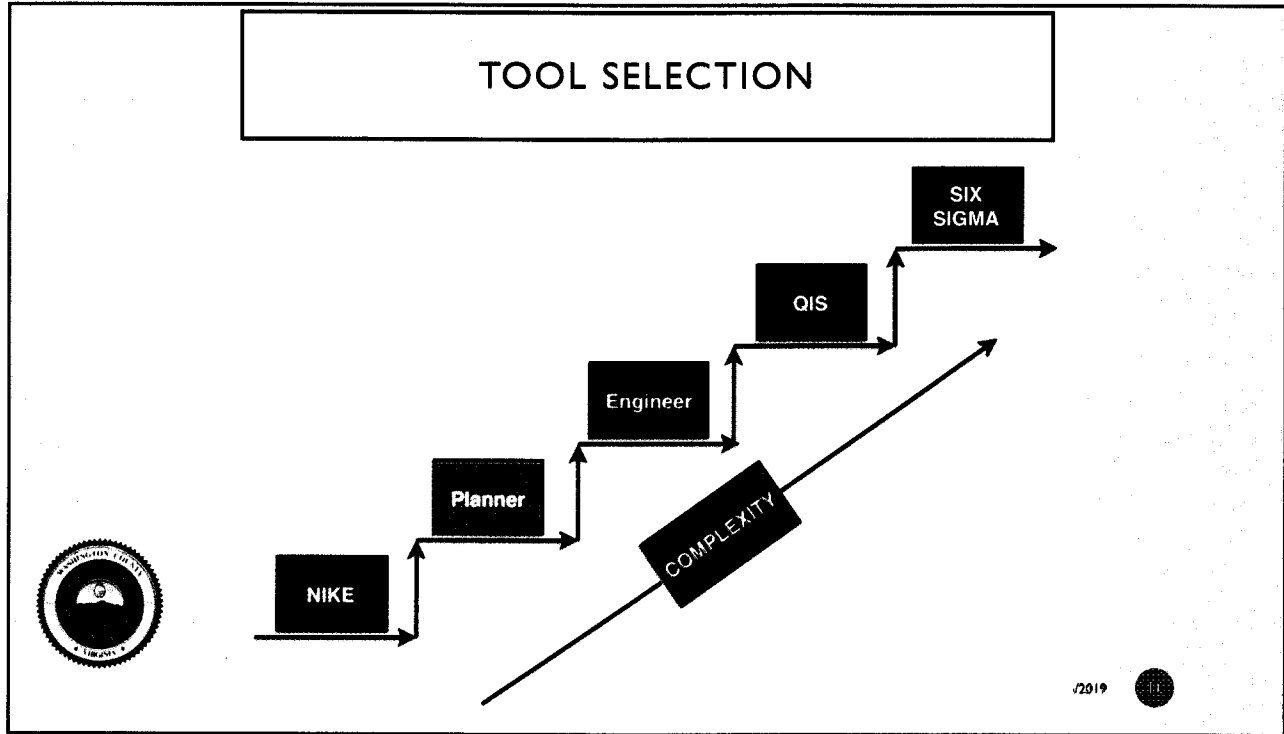
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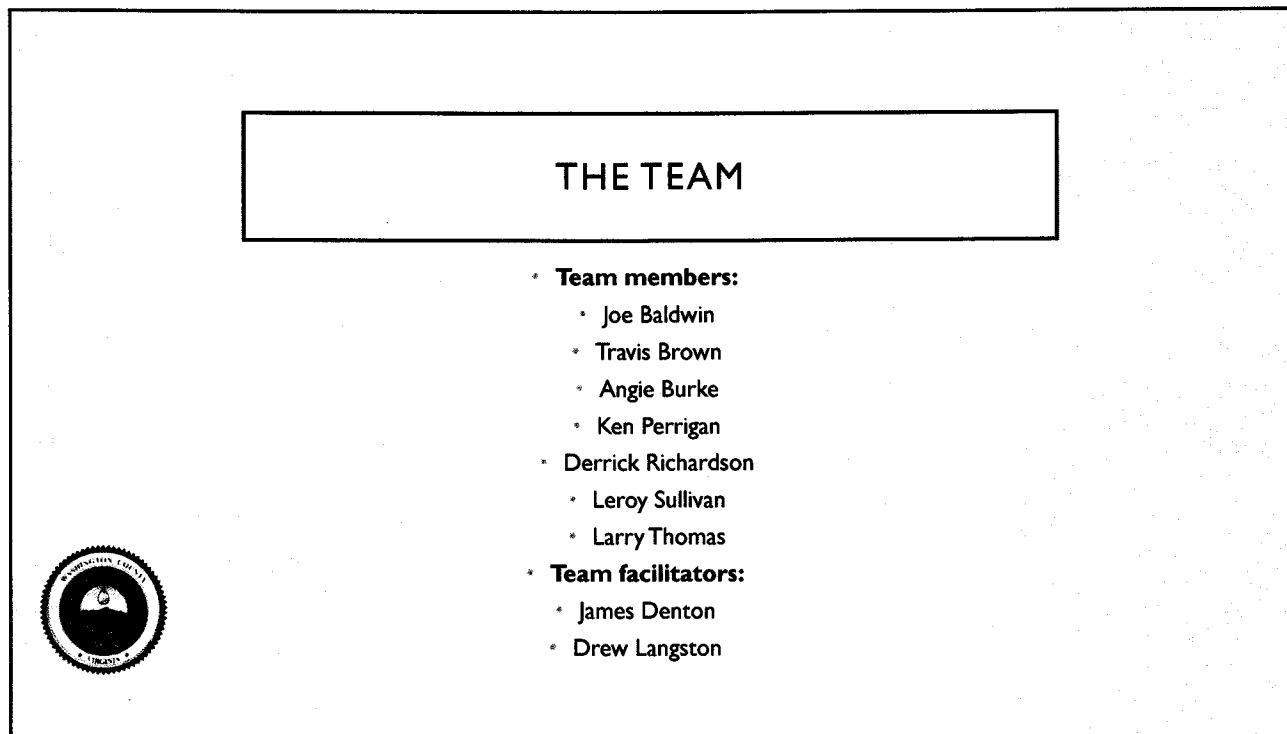
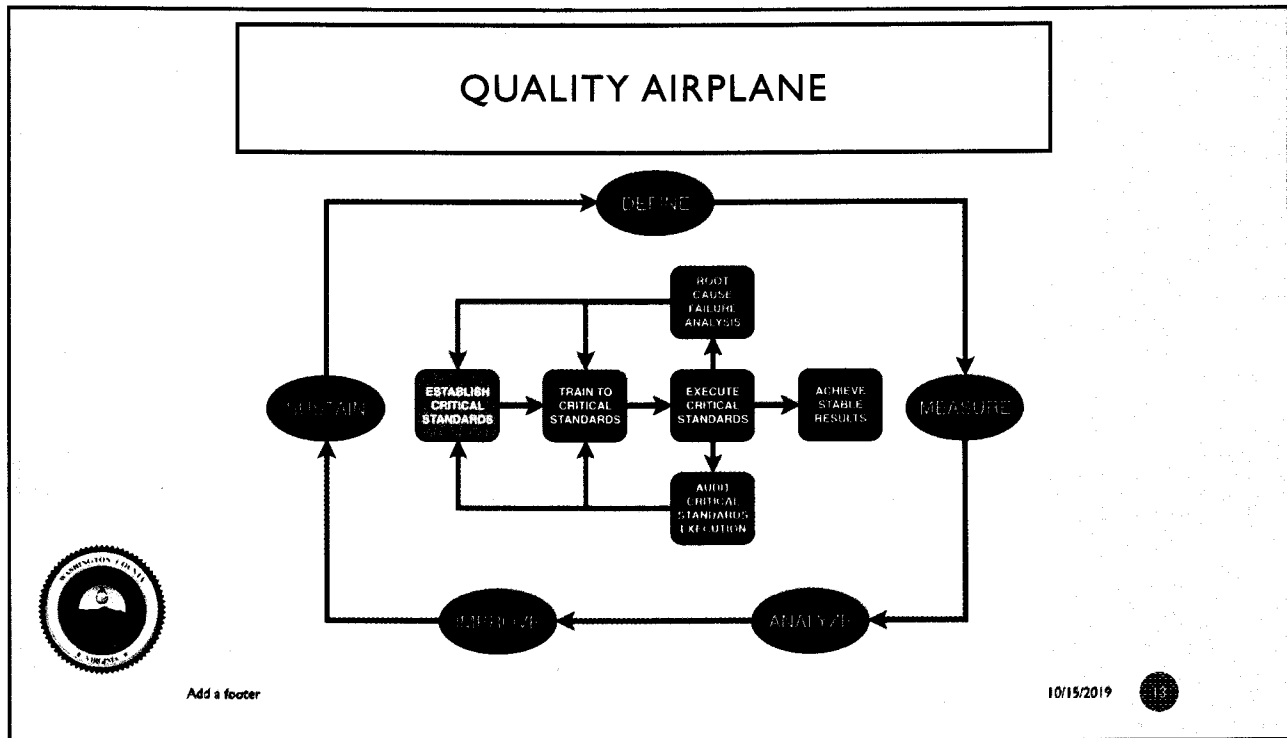
## WHY DOES IT MATTER?

- Regulatory **Standards**
- Preserves an **Affordable** Product
- Reduce **Disruptions**
- Reduce unnecessary wear and tear on **Assets**
- Safeguarding Public **Health & Property**
- **Environmental** Stewardship
- Commitment to **Excellence**

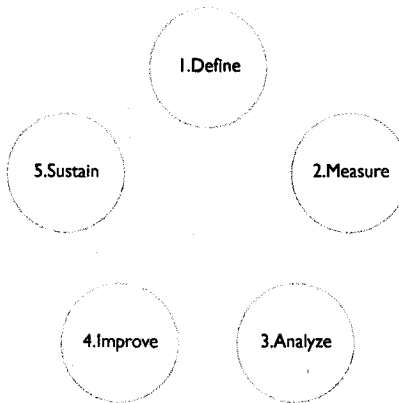
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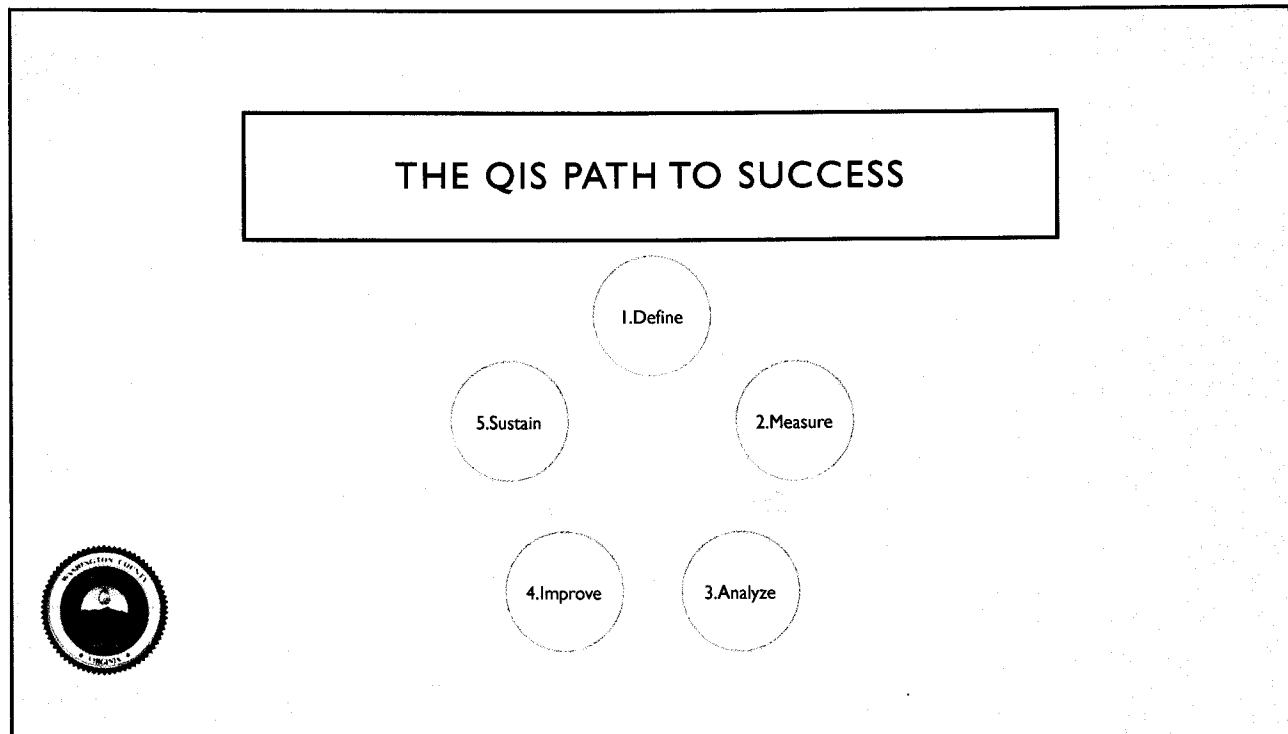
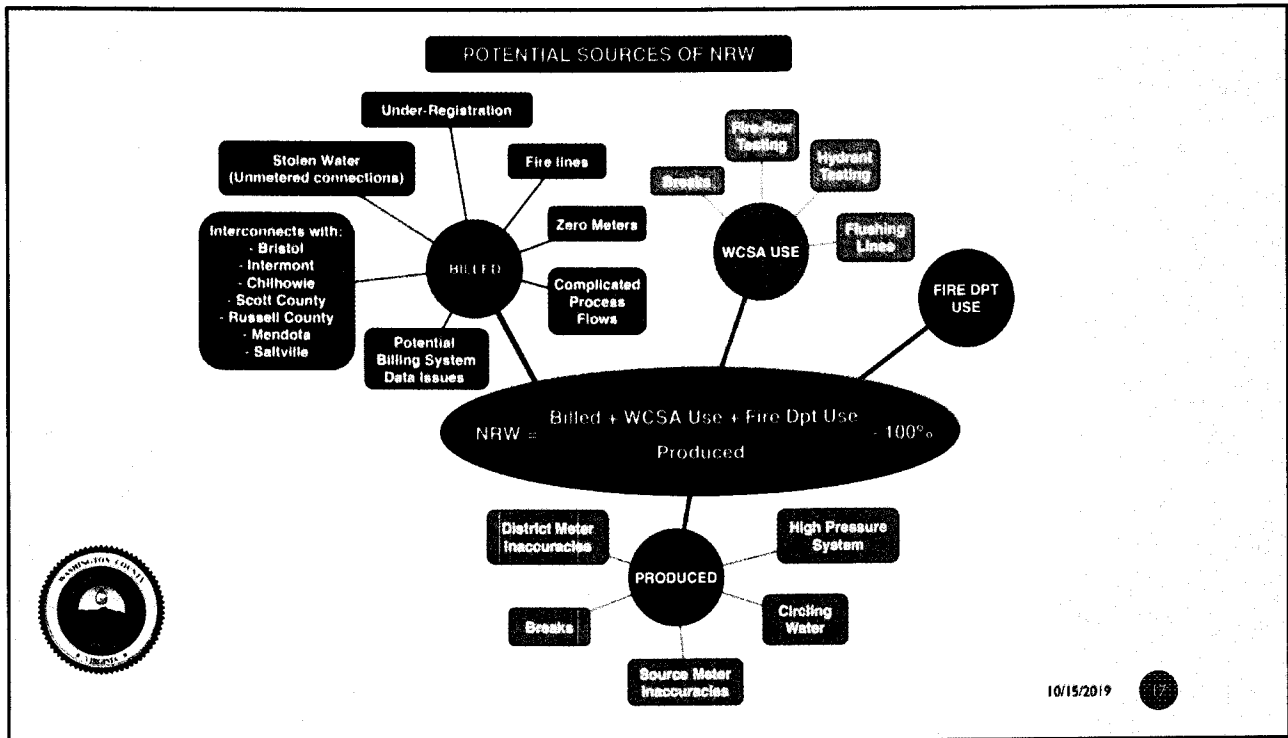


## THE QIS PATH TO SUCCESS



## DEFINE PHASE





## MEASURE PHASE

- Under-registration
- Flush valves
- Zero use meters
- Line breaks
- Mass balancing



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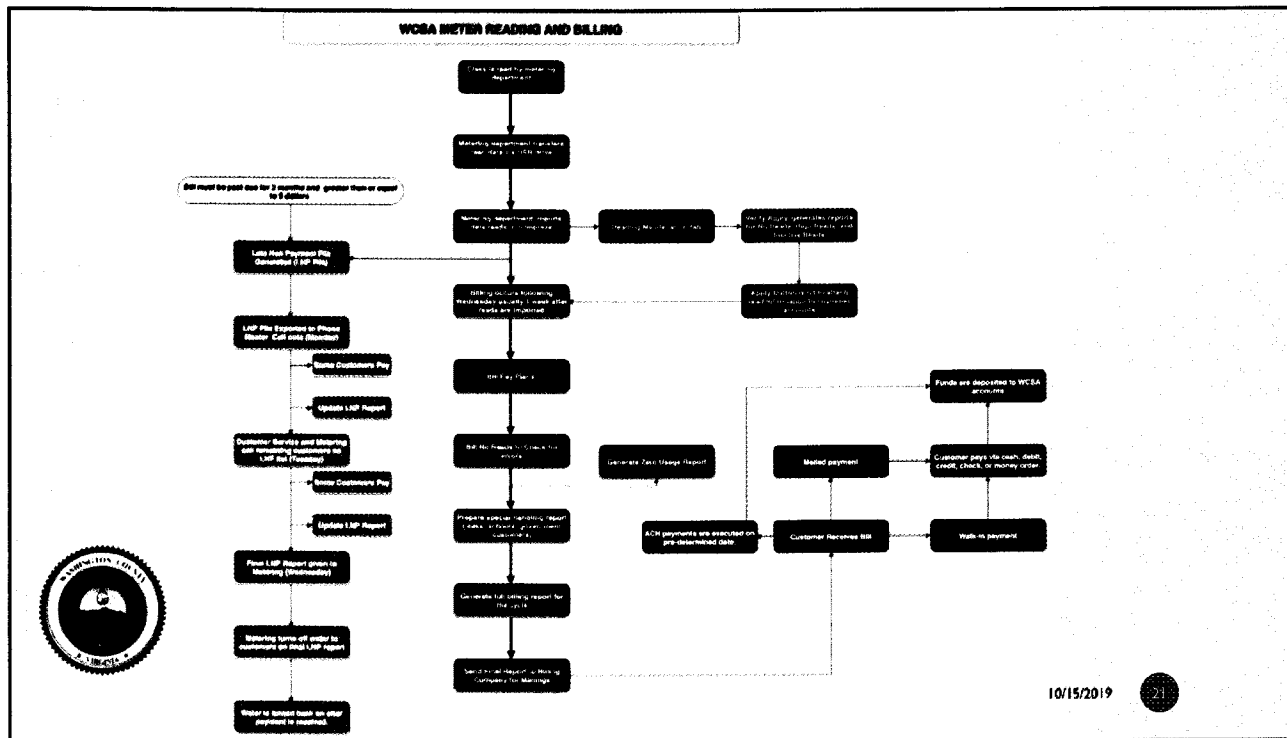
## MEASURE PHASE

- Validating Processes:
  - Follow the water – source to user
  - Follow the bill – meter read to WCSA bank account



10/15/2019





## MOVING FORWARD

- QIS provides a new tool to utilize across many problems and processes within WCSA.
- QIS creates a culture of critical thinking
- QIS provides employees with:
  - Cross-training
  - Technology exposure
  - Leadership opportunities
  - A part in strategic plan advancement



## EXAMPLE OF CONTINUOUS IMPROVEMENT CULTURE

- Prioritized Zero-Use Meter Report



10/15/2019



## STRATEGIC PLAN ALIGNMENT

### MISSION

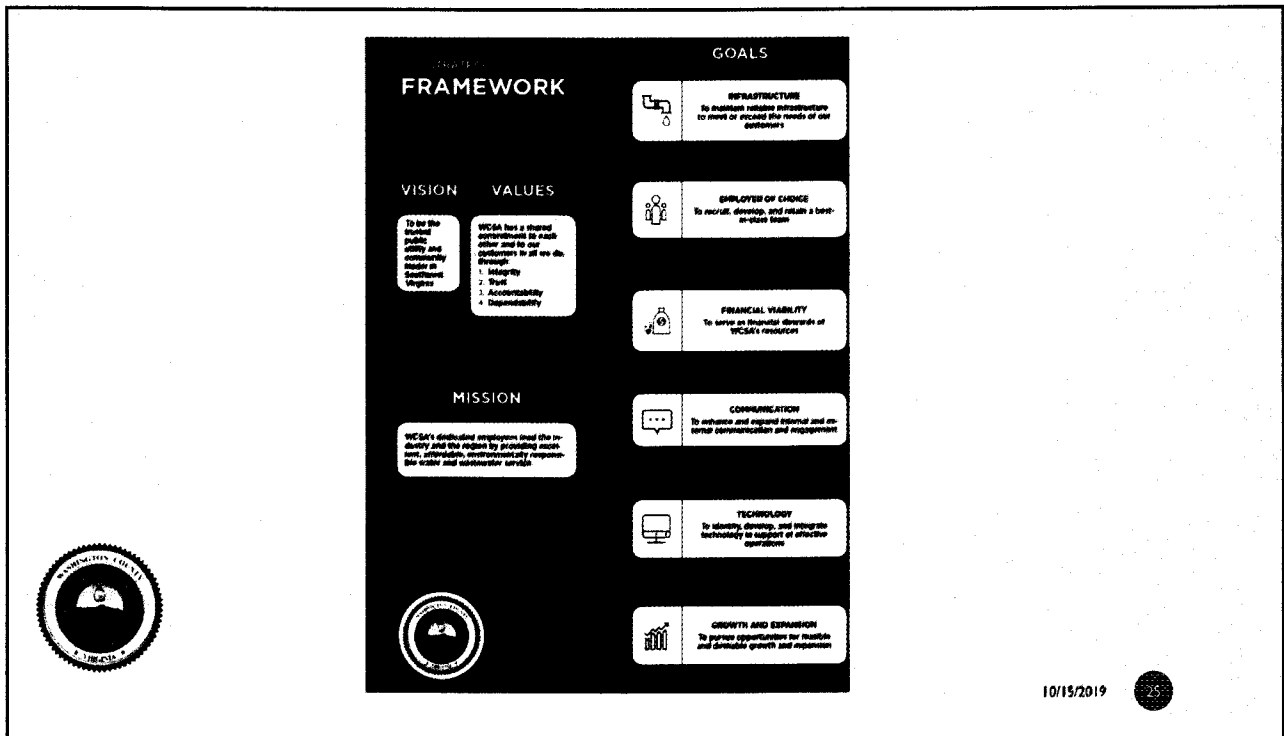
WCSA's dedicated employees lead the industry and the region by providing excellent, affordable, environmentally responsible water and wastewater service



Add a footer

10/15/2019





## **Employee Limited Use of Specific WCSA Lands Policy**

The purpose of this policy is to set forth the conditions under which WCSA personnel and their immediate family may safely use and enjoy specific WCSA owned properties for recreational purposes.

**Who.** WCSA personnel and their immediate family members, as defined by the personnel policies and procedures manual.

**Where.** The following properties may be used:

- 26058 Twin Rivers Trail (South Fork Intake) 8.13 acres
- 18385 Jeb Stuart Highway (Middle Fork Drinking Water Plant)
- N/A Regal Drive (Route 58 Water Storage Tank) 29.81 acres
- N/A Bordwine Road (Future Wastewater Treatment Facility) 37.30 acres
- N/A (Cole Spring Property) 199 acres

**What.** The following properties may be used for the following purposes.

- 26058 Twin Rivers Trail: fishing and camping
- 18385 Jeb Stuart Highway: fishing
- N/A Regal Drive: hunting
- N/A Bordwine Road: hunting
- N/A Cole Spring: hunting

**How.** The General Manager, or his designee, shall develop, implement, monitor and revise rules and regulations relating to the following:

- Areas of the properties that are off limits
- Types of weapons that may safely be used on properties where hunting is permitted
- Total number of people who may safely use a given property at one time
- Reservation application for use of a property
- Any other matter that is related to the safety of persons or property, the appropriate use of the properties, or the rights of WCSA as a property owner

**When.** Use of properties will be permitted by reservation only.

**How.** All hunting and fishing regulations shall be followed at all times. Failure to do so may result in the loss of privilege, reporting to law enforcement or discipline up to and including termination of employment or combination thereof.

As referenced in the "How" section, WCSA may establish limitations or rules not found in the hunting and fishing regulations (such as the type of weapons used).

Prior to use, and from time-to-time, each employee shall sign a release from any liability as a result of the use of any or all properties. Said release shall refer to the code of Virginia § 29.1-509 which the employee shall be required to read or have read to them prior to signing said release.

**Golden Rule: Property used by WCSA personnel should always be left in better condition than it was found.**

If upon arrival to a property, there is any evidence of vandalism, trespass, litter, crime or damage of any type, the employee is to document and timely report to WCSA management.

If there is any damage to the property or appearance of a possible crime, it shall immediately (without delay) be reported to the General Manager or the employee's supervisor.

If there is no damage or apparent evidence of a possible crime but litter or similar misuse is discovered, the employee shall document with photos, shall cleanup said findings and proceed to use the properties and report to the General Manager or the employee's supervisor on the next business day thereafter.