

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>Agenda Item: 1</b>	Call the Meeting to Order
<b>Presenter(s):</b>	Chairman
<b>End Time:</b>	5:57 pm

<b>Agenda Item: 2</b>	Roll Call
<b>Presenter(s):</b>	Chairman
<b>Present:</b>	Mr. Campbell, Mr. Hutchinson, Mr. Hutton, Mrs. C. Miller, Mr. D. Miller, Mr. Thayer, and Mr. Taylor
<b>Absent:</b>	None
<b>End Time:</b>	5:57 pm

<b>Agenda Item: 3</b>	Prayer and Pledge of Allegiance
<b>Presenter(s):</b>	Mrs. Taylor opened the meeting in prayer and led the Pledge of Allegiance.
<b>Beginning Time:</b>	5:57 pm
<b>End Time:</b>	5:58 pm

<b>Agenda Item: 4</b>	Approval of the Agenda
<b>Presenter(s):</b>	Chairman
<b>Beginning Time:</b>	5:58 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	Motion to approve the agenda as presented.
<b>Motion By:</b>	Mr. Hutton
<b>Second By:</b>	Mr. Thayer
<b>Voting:</b>	<b>Ayes:</b> 7
	<b>Nays:</b> 0
	<b>Abstain:</b> 0
<b>End Time:</b>	5:59 pm

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>Agenda Item: 5</b>	Public Query and Comment
<b>Presenter(s):</b>	Chairman
<b>Beginning Time:</b>	5:59 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Speakers:</b>	None
<b>Discussion:</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting:</b>	<b>Ayes:</b>
	<b>Nays:</b>
	<b>Abstain:</b>
<b>End Time:</b>	5:59 pm

<b>Agenda Item: 6</b>	Approval of the Consent Agenda
<b>Presenter(s):</b>	Chairman
<b>Beginning Time:</b>	5:59 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	Motion to approve the consent agenda.
<b>Motion By:</b>	Mrs. C. Miller
<b>Second By:</b>	Mr. Hutchinson
<b>Voting:</b>	<b>Ayes:</b> 7
	<b>Nays:</b> 0
	<b>Abstain:</b> 0
<b>End Time:</b>	5:59 pm

<b>Agenda Item: 7</b>	General Manager Report and Update
<b>Presenter(s):</b>	Acting General Manager
<b>Beginning Time:</b>	5:59 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	Mr. Seay reviewed the attached presentation.

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>On the Record:</b>	None
<b>Recommendations:</b>	None
<b>Proposed Motion:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting: Ayes:</b>	
<b>Nays:</b>	
<b>Abstain:</b>	
<b>End Time:</b>	6:23 pm

<b>Agenda Item: 8</b>	Financial Report and Update
<b>Presenter(s):</b>	Controller
<b>Beginning Time:</b>	6:23 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	Mr. Gilbert discussed the attached financial slides.
<b>On the Record:</b>	None
<b>Recommendations:</b>	None
<b>Proposed Motion:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting: Ayes:</b>	
<b>Nays:</b>	
<b>Abstain:</b>	
<b>End Time:</b>	6:33 pm

<b>Agenda Item: 9</b>	Engineering Report/Construction Projects Update
<b>Presenter(s):</b>	Engineering Manager
<b>Beginning Time:</b>	6:33 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	Mr. Kiser reviewed the information attached.
<b>On the Record:</b>	None
<b>Recommendation:</b>	None
<b>Proposed Motion:</b>	None

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting: Ayes:</b>	
<b>Nays:</b>	
<b>Abstain:</b>	
<b>End Time:</b>	7:00 pm

<b>Agenda Item: 10</b>	Customer Service Report and Update
<b>Presenter(s):</b>	Customer Service Manager
<b>Beginning Time:</b>	7:00 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	Mrs. Edwards reviewed the attached phone report.
<b>On the Record:</b>	None
<b>Recommendation:</b>	None
<b>Proposed Motion</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting: Ayes:</b>	
<b>Nays:</b>	
<b>Abstain:</b>	
<b>End Time:</b>	7:02 pm

<b>Agenda Item: 11</b>	Human Resources Report and Update
<b>Presenter(s):</b>	Human Resources Manager
<b>Beginning Time:</b>	7:02 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	Mr. Blevins discussed the attached slides.
<b>On the Record:</b>	None
<b>Recommendation:</b>	None
<b>Proposed Motion:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>Voting:</b>	<b>Ayes:</b>	
	<b>Nays:</b>	
	<b>Abstain:</b>	
<b>End Time:</b>	7:10 pm	

<b>Agenda Item: 12</b>	Consideration of Project Bids for Mary's Chapel/Archery Range Road Waterline Extension Project
<b>Presenter(s):</b>	Chairman
<b>Beginning Time:</b>	7:11 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Background:</b>	<p>The Mary's Chapel/Archery Range Road Waterline Extension Project has been advertised. The project was advertised on March 19<sup>th</sup>. A pre-bid conference was held on March 30<sup>th</sup> and bids will be received on April 20<sup>th</sup>. The project is grant funded by the Virginia Department of Health thru the American Recovery Plan Act.</p> <p>Project bids and a staff recommendation will be presented to the Board for consideration and approval at the April 24<sup>th</sup> meeting.</p>
<b>Discussion:</b>	Mr. Kiser discussed funding options.
<b>On the Record:</b>	This item was tabled until the May Regular Meeting.
<b>Recommendation:</b>	None
<b>Proposed Motion:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting:</b>	<b>Ayes:</b>
	<b>Nays:</b>
	<b>Abstain:</b>
<b>End Time:</b>	7:26 pm

<b>Agenda Item: 13</b>	Consideration of Commissioner's Comments
<b>Presenter(s):</b>	Chairman
<b>Beginning Time:</b>	7:26 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Background:</b>	None

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

<b>Discussion:</b>	Mr. D. Miller mentioned Dropbox issues. The Commissioners no longer have access to the Dropbox. Mr. Seay will investigate Dropbox alternatives for Commissioner access. Due to Commissioner's attendance, the July Annual Meeting was set for July 31, 2023.
<b>On the Record:</b>	None
<b>Recommendation:</b>	None
<b>Proposed Motion:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting:</b>	<b>Ayes:</b>
	<b>Nays:</b>
	<b>Abstain:</b>
<b>End Time:</b>	7:26 pm

<b>Agenda Item: 14</b>	Closed Meeting
<b>Presenter(s):</b>	Commissioner
<b>Beginning Time:</b>	7:26 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	Adjourn to closed meeting
<b>Motion By:</b>	Mr. D. Miller
<b>Second By:</b>	Mrs. C. Miller
<b>Voting:</b>	<b>Ayes:</b> 7
	<b>Nays:</b> 0
	<b>Abstain:</b> 0
<b>End Time:</b>	7:27 pm

WASHINGTON COUNTY SERVICE AUTHORITY  
REGULAR BOARD MEETING  
April 24, 2023  
Agenda Item 14  
CLOSED MEETING MOTION

I move that the Board move to closed meeting for the purposes of:

1. Consultation with legal counsel employed or retained by the Authority regarding specific legal matters requiring the provision of legal advice by such counsel, as provided in Code of Virginia § 2.2-3711(A)(8).

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

2. Discussion or consideration of the investment of public funds, where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, as provided in Code of Virginia § 2.2-3711(A)(6).

I also move that the Board request the attendance of Ron Seay, Ryan Kiser, Dwain Gilbert, Holly Edwards, Shawn Blevins, Mark Lawson for purposes 1 and 2, and Hunter Childers for purpose 1 at closed meeting.

Movant: Mr. D. Miller

Second: Mrs. C. Miller

Vote: 7-0

<b>Agenda Item: 15</b>	Return to Open Meeting
<b>Presenter(s):</b>	Commissioner
<b>Beginning Time:</b>	8:16 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	Motion to return to open meeting.
<b>Motion By:</b>	Mr. D. Miller
<b>Second By:</b>	Mr. Thayer
<b>Voting:</b>	<b>Ayes:</b> 7
	<b>Nays:</b> 0
	<b>Abstain:</b> 0
<b>End Time:</b>	8:17 pm

Agenda Item 15  
RETURN TO OPEN MEETING MOTION

I request that the Board return to open meeting and that each Board member certify that only public business matters lawfully exempted from open meeting requirements were heard, discussed, or considered in closed meeting, and that such certification be recorded in the Board's minutes.

Movant: Mr. D. Miller

Second: Mr. Thayer

Roll Call:

<u>Commissioner</u>	<u>Certification (Yes/No)</u>
Mr. Campbell	Yes
Mr. Hutton	Yes
Mr. Hutchinson	Yes
Mrs. C. Miller	Yes
Mr. Taylor	Yes
Mr. Thayer	Yes
Mr. D. Miller	Yes

**Washington County Service Authority Board of Commissioners**  
**April 24, 2023 Regular Board Meeting Minutes**

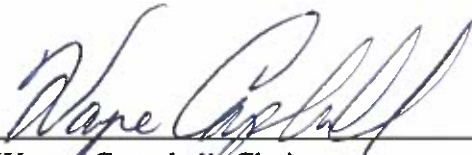
<b>Agenda Item: 16 A</b>	Late Items
<b>Presenter(s):</b>	Commissioner
<b>Beginning Time:</b>	8:17 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>On the Record:</b>	None
<b>Discussion:</b>	None
<b>Actual Motion:</b>	Motion that WCSA participate in the multi district litigation now pending in the United States District Court at Charleston, South Carolina and that the Board authorize WCSA to enter into the legal services agreement proposed by three law firms handling the case.
<b>Motion By:</b>	Mr. Thayer
<b>Second By:</b>	Mr. Hutchinson
<b>Voting: Ayes:</b>	7
<b>Nays:</b>	0
<b>Abstain:</b>	0
<b>End Time:</b>	8:17 pm

<b>Agenda Item: 16 B</b>	Late Items
<b>Presenter(s):</b>	Commissioner
<b>Beginning Time:</b>	8:18 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	<p>Mr. Taylor and Mr. Hutchinson, as the Holiday Bonus Format Committee, recently met to discuss the employee bonus. Mr. Hutchinson said the committee would like the bonus to be referred to as the Christmas gift. The committee recommends a net Christmas gift of \$500 for full time employees and \$250 for part time employees. They recommend WCSA cover employee taxes for the Christmas gift.</p> <p>Mr. Seay will add a Christmas gift line item to the budget and present the budget as a whole to the Board for approval.</p>
<b>On the Record:</b>	None
<b>Actual Motion:</b>	None
<b>Motion By:</b>	
<b>Second By:</b>	
<b>Voting: Ayes:</b>	
<b>Nays:</b>	
<b>Abstain:</b>	
<b>End Time:</b>	8:23 pm



**Washington County Service Authority Board of Commissioners  
April 24, 2023 Regular Board Meeting Minutes**

<b>Agenda Item: 17</b>	Adjourn
<b>Presenter(s):</b>	Commissioner
<b>Beginning Time:</b>	8:23 pm
<b>Potential Conflict(s) of Interest and Abstention(s):</b>	None
<b>Discussion:</b>	None
<b>On the Record:</b>	None
<b>Actual Motion:</b>	Motion to adjourn.
<b>Motion By:</b>	Mr. Taylor
<b>Second By:</b>	Mr. Hutton
<b>Voting:</b>	<b>Ayes:</b> 7
	<b>Nays:</b> 0
	<b>Abstain:</b> 0
<b>End Time:</b>	8:23 pm

  
\_\_\_\_\_  
Wayne Campbell, Chairman

  
\_\_\_\_\_  
Carol Ann Shaffer, Assistant Secretary

# Washington County Service Authority



## Business Update

# All Employee Meeting

## March All Employee Meetings

1. Shared Business update with all employees
2. Board approved pay rule change and Good Friday as a paid Holiday
3. Fresh outlook from the leadership team to install trust and respect
4. Open communication on site with our people & open-door policy
5. Building a culture of teamwork, open feedback, and honesty

## Response from our People:

People understood pay rule change

Everyone appreciated Board approving Good Friday as a Holiday

People were engaged and listening

The Staff got positive comments about our Cultural Beliefs

General feeling of teamwork and trust

# Our Cultural Beliefs

## **CUSTOMER FIRST**

I deliver exceptional customer experience

## **EVERYONE MATTERS**

I collaborate across the enterprise with trust and respect

## **OWN IT**

I act to drive and execute our strategy

## **BE BOLD**

I make courageous and informed decisions with speed while managing risk

## **FOCUS NOW**

I prioritize time, talent and resources to maximize our key results



# Steps to Accountability

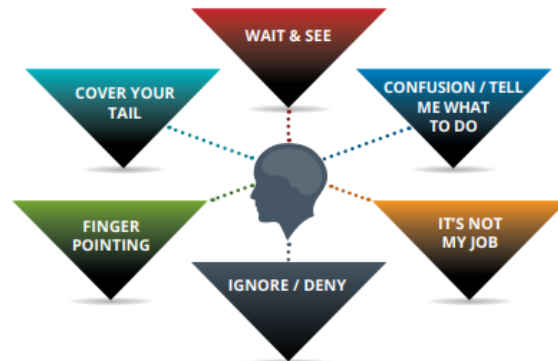
Steps To Accountability®

## **ABOVE THE LINE®**

Steps To Accountability®



**THE LINE**



## **BELOW THE LINE®**

Blame Game

# The Oz Principle® DEFINITION OF ACCOUNTABILITY

a **personal choice** to rise above one's circumstances and demonstrate the ownership necessary for achieving Key Results; to **See It, Own It, Solve It, Do It.**®

# FOCUSED RECOGNITION



I want to recognize  
**Roho Frye and  
Joe Baldwin**  
for demonstrating:



**CUSTOMER FIRST**



**EVERYONE MATTERS**



**OWN IT**



**BE BOLD**



**FOCUS NOW**

## In the Following Manner:

I want to recognize Roho & Joe this month for leading and carrying out efforts to clean our three sedimentation basins at the Middle Fork Drinking Water Plant. It is necessary to clean the built-up sludge material out of the basins and clean all of the siding and tube settlers. Roho and Joe coordinated efforts with other operators and carried out a great deal of the work which included several hours of operating fire hoses, pressurized air, and turning a lot valves. We greatly appreciate their willingness to own the task at hand and carry out the necessary work to deliver a quality product to our customers.



# The Results Pyramid

The Results Pyramid®



The **results** we achieve are a product of the **actions** we take.

The **actions** we take are influenced by the **beliefs** we hold.

The **beliefs** we hold are created by the **experiences** we have.



# Hydrant out-of-service rate

Fire Hydrants in system – 1738

Fire Hydrants out of service – 6

- ❖ 3 - Repair parts ordered
  - 15089 Harmony Hills Lane; 27851 Chestnut Ridge; Pleasant View Dr.
- ❖ 1 – Repair work scheduled
  - 190 E. Main
- ❖ 2 – Low flow below 250 G/Min
  - Reedy Creek – low flow 190 G/min– 1) Review hydraulic study, ) upgrade line from 3 Springs Tank to Reedy Creek - Mary's Chapel Project.
- ✓ 5 – Repaired and back in service – Inter. of Chestnut Ridge & Rich Valley; 29351 Walker Lane; Horseshoe Trail (in field); 15243 Old Dominion Rd; Greenbriar Dr.
- ❖ Priority for out of service hydrants are the same as a line break.

# Itron AMI Meter Project

- Currently reading with AMR, (automated meter reading), read via driving truck, 98% read rate
- Testing reading with AMI, (automated meter interface), read via a network utilizing Temetra software
  - ❖ Itron AMI network in the outer sections of the County needs to be verified by Itron
    - Itron to test/verify in April – May
    - AEP to install network relays
  - ❖ WCSA and Itron converted one route of meters (58) to AMI read in March
    - ✓ Test interface between Temetra and Impresa
    - ✓ 58 meters in one route changed to network – network reading successful
    - ✓ Interface to billing system and billing process in Impresa were successful
  - ❖ Next step:
    - Convert remainder of route to network 740 meters – in April
    - Test network reading and billing process
    - Customer interface training for Customer Service
      - Then roll out to Customers

# Regulatory Compliance - Water

- ✓ No Violations in March 2023
- ✓ Mill Creek – new Finish Pump Installation planned mid-May

# Non-Capacity Sewer Overflows

- Hall Creek & Damascus Wastewater Treatment Plants
  - No Bypasses or Overflows in March 2023



# Mill Creek – Chlorine Contact Tanks

- Both Tanks are planned to be replaced starting in February
- Plan A:
  - WCSA supplying Town of Chilhowie running plant with one Tank
    - Tank one removal completed March 9<sup>th</sup>
    - Tank one install in May



# Customer Service & Office Restoration

## ❖ Next steps for Office Restoration

- Customer Service office layout – move customer service counter forward
- Flooring for Lobby will be LVT, Office & Hallways will be Carpet

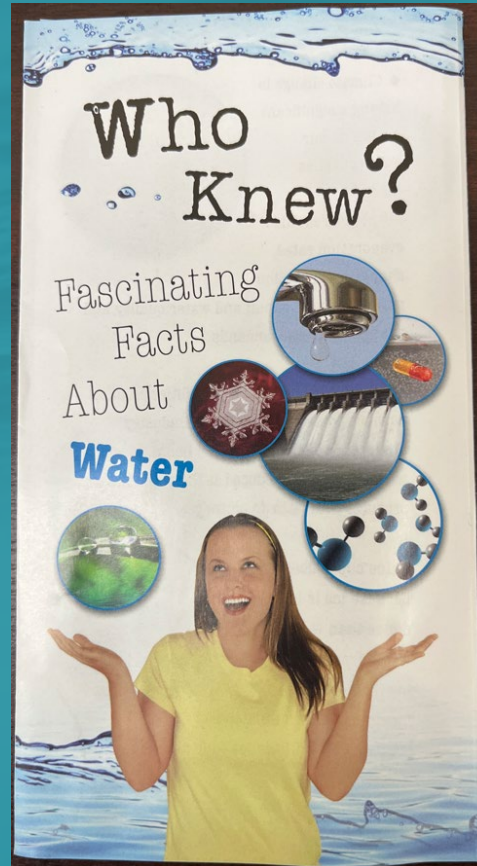
## ➤ Paul Davis restoration plans

- Lobby updates with bullet resistance materials
- Replace all carpet & vinyl tile
- Rebuild started in April

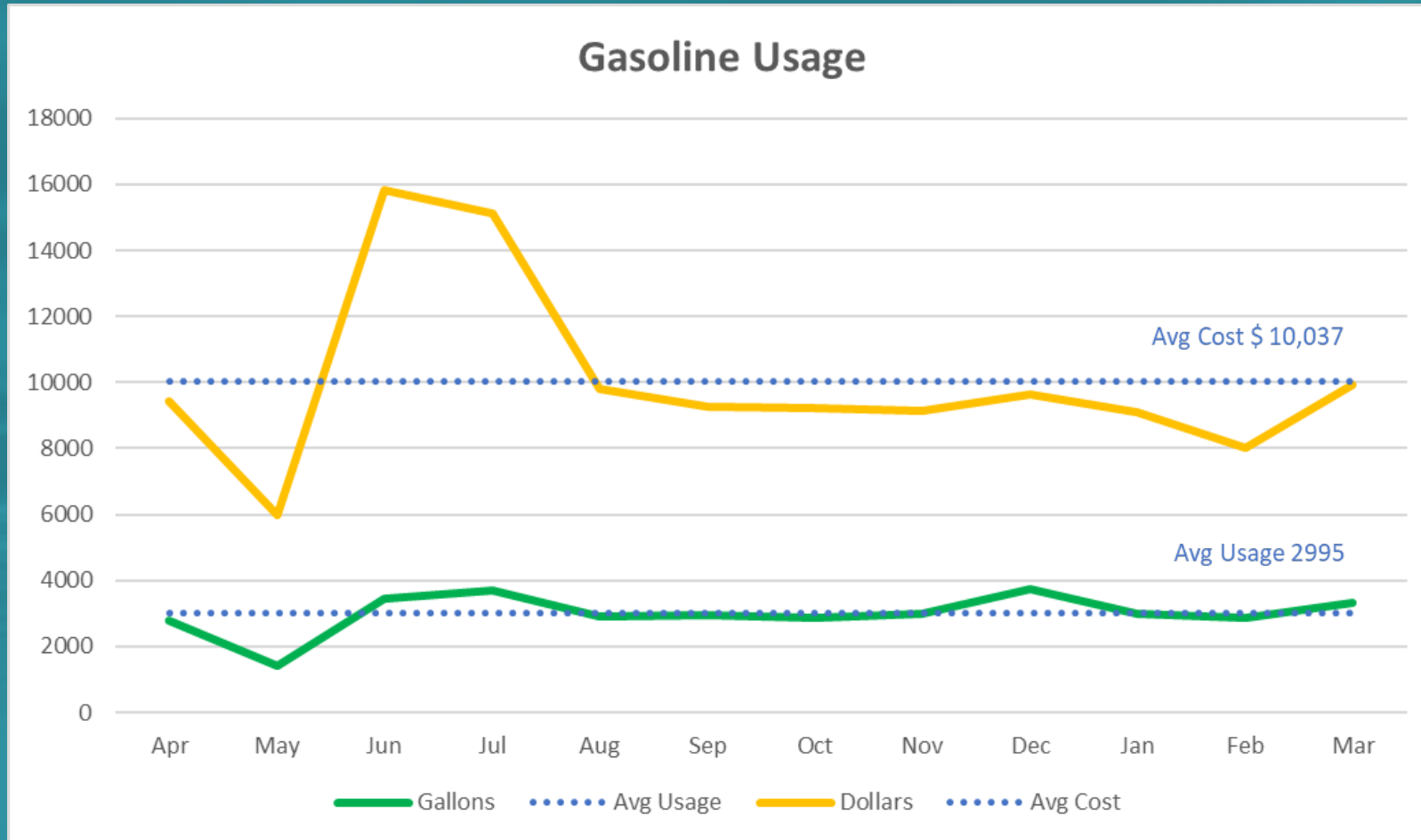


# Points of Interest

- WCSA setup a booth for Earth Day on April 22<sup>nd</sup>
- ✓ Positive interaction with the Public
- ✓ Handed out small gifts to the Public

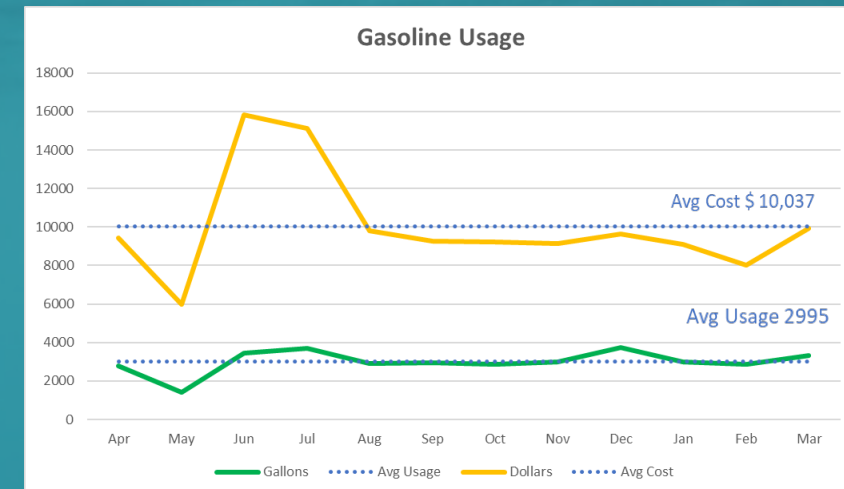
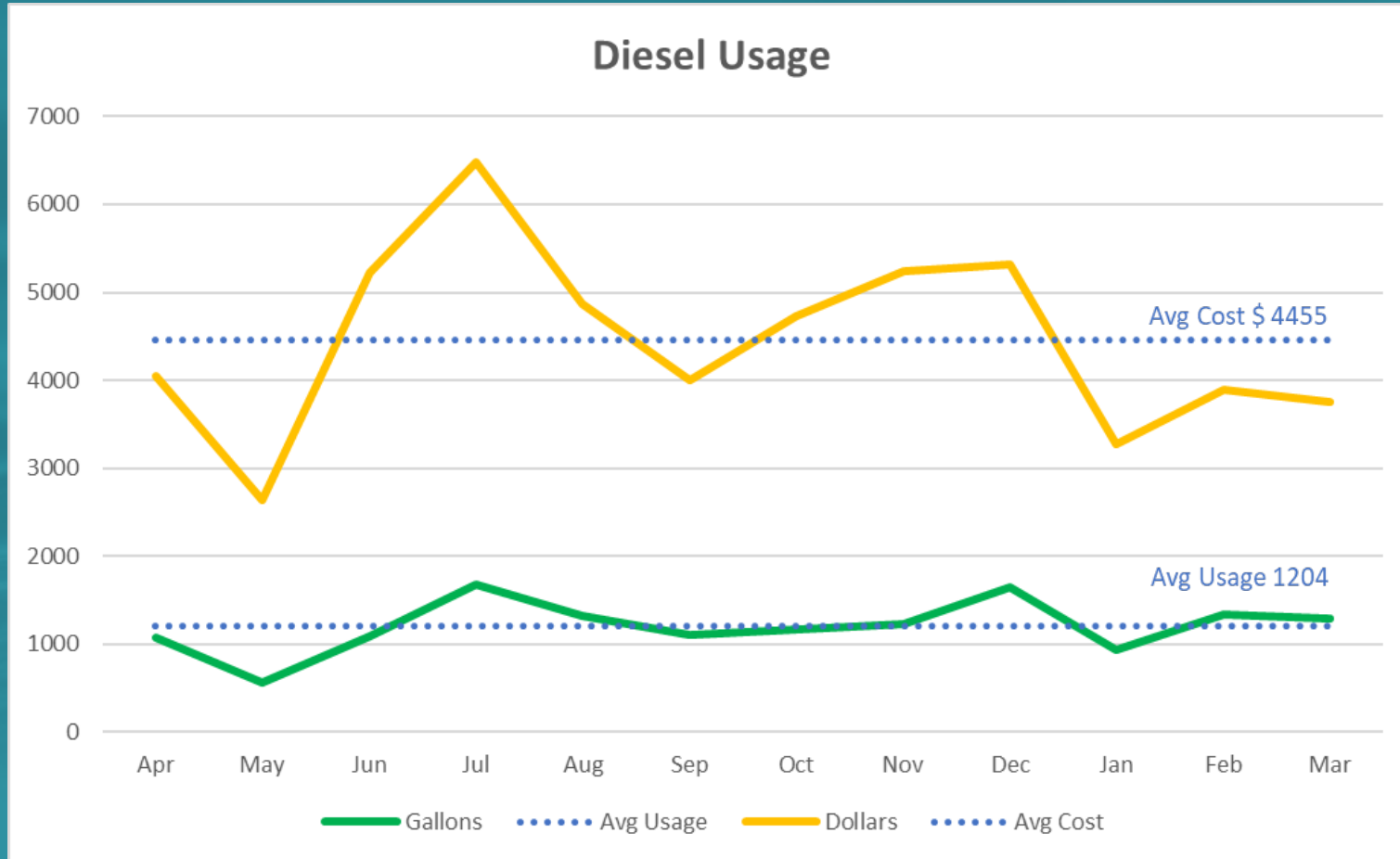


# Points of Interest

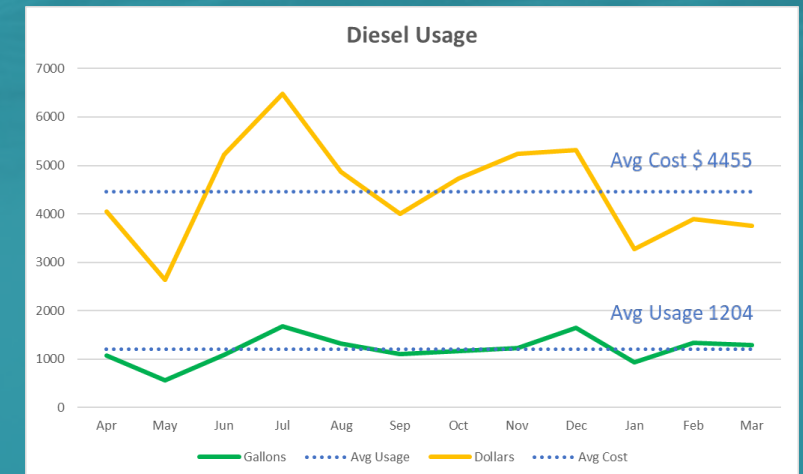
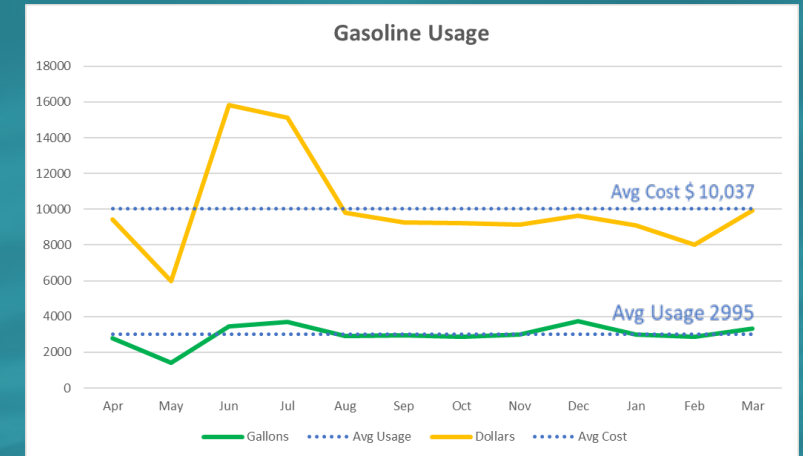
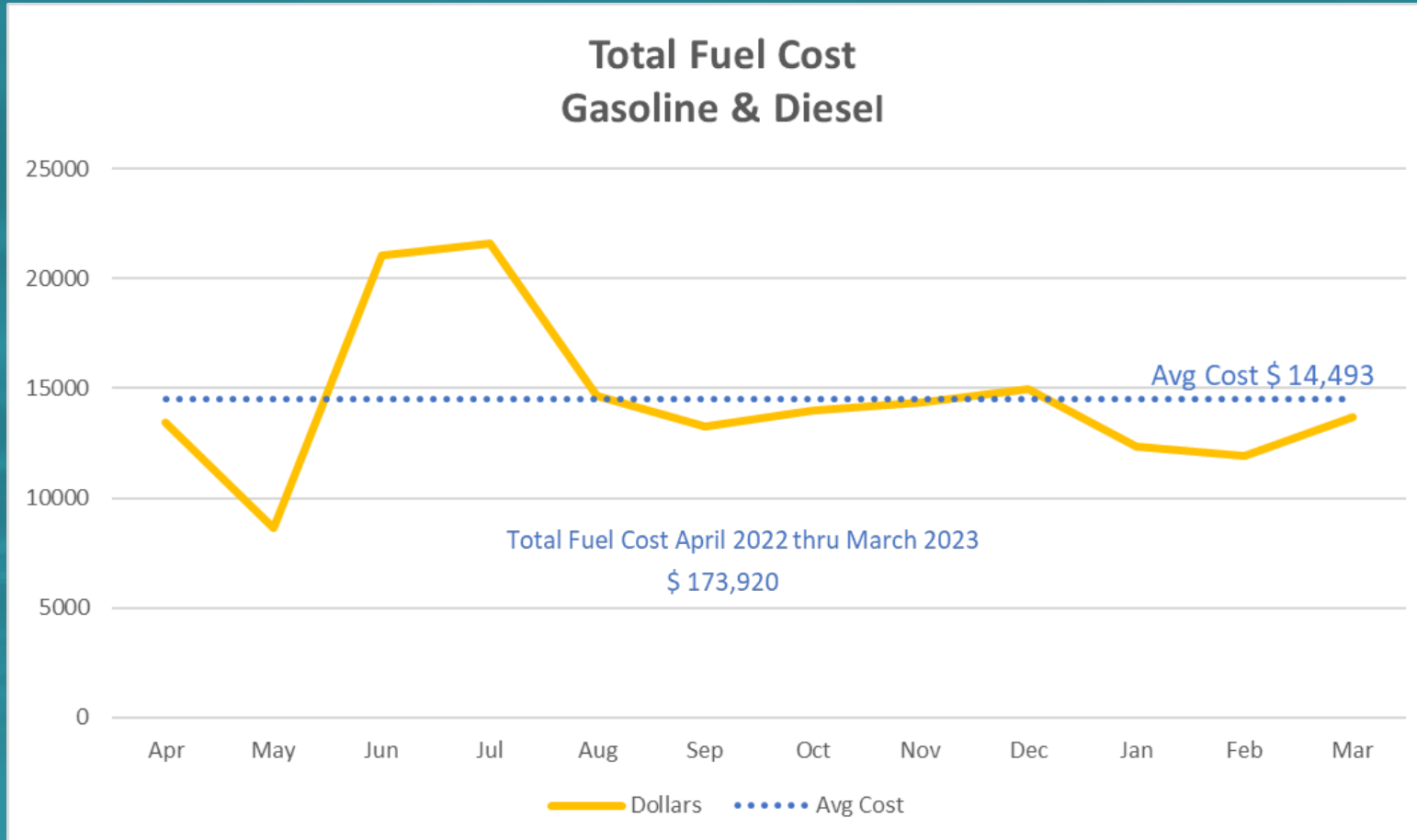




# Points of Interest



# Points of Interest



# Points of Interest

❖ WCSA Engineering & Maintenance Teams to start laying water lines:

<u>Project Name</u>	<u>Total Footage</u>	<u>Number of Taps</u>	<u>Status</u>
Rivermont Road	760 L.F.	2	Design Complete
Adare Lane	905 L.F.	15	In Design
Minton Lane	660 L.F.	2	In Design
Island Road	2,450 L.F.	11	Not Started

Design and permitting for Adare Lane and Minton Lane are projected to be complete the week of April 21st.

Thank you

Questions?

# Financial Report March 2023

	Actual	Budget	Variance	Variance %
<b>Revenue</b>				
Water	\$ 1,257,708	\$ 1,549,862	\$ (292,154)	-18.85%
Sewer	\$ 252,820	\$ 277,760	\$ (24,940)	-8.98%
<b>Total</b>	<b>\$ 1,510,528</b>	<b>\$ 1,827,622</b>	<b>\$ (317,094)</b>	<b>-17.35%</b>
<b>Operating Exp.</b>				
Water	\$ 1,121,043	\$ 1,213,624	\$ (92,581)	-7.63%
Sewer	\$ 229,276	\$ 210,516	\$ 18,760	8.91%
<b>Total</b>	<b>\$ 1,350,319</b>	<b>\$ 1,424,140</b>	<b>\$ (73,821)</b>	<b>-5.18%</b>
<b>Income from Ops.</b>				
Water	\$ 136,665	\$ 336,238	\$ (199,573)	-59.35%
Sewer	\$ 23,544	\$ 67,244	\$ (43,700)	-64.99%
<b>Total</b>	<b>\$ 160,209</b>	<b>\$ 403,482</b>	<b>\$ (243,273)</b>	<b>-60.29%</b>

## Month to Date Notes

### Key Exp. Variances

Water	Actual	Budget	Variance	Notes
<b>Managed IT Services</b>	\$ 39,340	\$ 14,167	\$ (25,173)	\$24K - New Cable and Network Rack (Admin Building)
<b>Audit Fees</b>	\$ 27,500	\$ 2,333	\$ (25,167)	2022 Audit Fees
<b>Other Equip. and Repairs</b>	\$ 17,808	\$ 193	\$ (17,615)	Cla-valve parts
<b>Production - Electricity</b>	\$ 44,169	\$ 33,830	\$ (10,339)	Rate increases not budgeted
<b>Print/Draft Supp.-Other</b>	\$ 10,314	\$ 40	\$ (10,274)	Printing/Mailing of Customer Info Letter/Missed Water Test
<b>Telephone</b>	\$ 11,694	\$ 1,458	\$ (10,236)	Budgeting Error
<b>Sludge Removal</b>	\$ -	\$ 12,298	\$ 12,298	Budgeted monthly, paid semi-annually
<b>Mowing</b>	\$ 560	\$ 13,167	\$ 12,607	First Spring Invoice in March
<b>Maintenance - Compensation</b>	\$ 101,930	\$ 120,824	\$ 18,894	
<b>Sewer</b>				
<b>Sewer Rent to BVU</b>	\$ 49,007	\$ 21,489	\$ (27,518)	Usage. Rate has minimum increase.



## Financial Report March 2023

	Actual	Budget	Variance	Variance %
<b>Revenue</b>				
Water	\$ 13,874,089	\$ 13,948,758	\$ (74,669)	-0.54% Up \$107K vs. LY
Sewer	\$ 2,329,194	\$ 2,499,836	\$ (170,642)	-6.83% Up \$13K vs. LY
<b>Total</b>	<b>\$ 16,203,283</b>	<b>\$ 16,448,594</b>	<b>\$ (245,311)</b>	<b>-1.49%</b>
<b>Operating Exp.</b>				
Water	\$ 10,366,276	\$ 10,922,617	\$ (556,341)	-5.09%
Sewer	\$ 1,906,247	\$ 1,894,648	\$ 11,599	0.61%
<b>Total</b>	<b>\$ 12,272,523</b>	<b>\$ 12,817,265</b>	<b>\$ (544,742)</b>	<b>-4.25%</b>
<b>Income from Ops.</b>				
Water	\$ 3,507,813	\$ 3,026,141	\$ 481,672	15.92%
Sewer	\$ 422,947	\$ 605,188	\$ (182,241)	-30.11%
<b>Total</b>	<b>\$ 3,930,760</b>	<b>\$ 3,631,329</b>	<b>\$ 299,431</b>	<b>8.25%</b>

### Year to Date Notes

#### Key Exp. Variances

	Actual	Budget	Variance	Notes
<b>Water</b>				
Inventory Variance	\$ 137,984	\$ -	\$ (137,984)	1st Monthly Count
Other Equip. & Parts	\$ 61,683	\$ 1,740	\$ (59,943)	\$42K Cla-Valve Parts
Mowing	\$ 60,215	\$ 118,500	\$ 58,285	Resumed in late March
Outside Services	\$ 3,956	\$ 60,000	\$ 56,044	
Maintenance - Salaries and Wages	\$ 1,294,683	\$ 1,380,928	\$ 86,245	All Maintenance Payroll including Over Time
Planning Exp.	\$ 5,923	\$ 106,950	\$ 101,027	\$6K payroll conversion, \$2600 confined space refresh, \$1K First Aid/CPR, \$18K CDL school, \$15K supervisor training \$100K physical requirements analysis
<b>Sewer</b>				
Sewer Rent to BVU	\$ 252,495	\$ 193,403	\$ (59,092)	Usage. Rate has minimum increase.

# Financial Report March 2023

## Financing Activities

	MTD	YTD
<b>Water</b>		
Interest Income	\$ 102,258	\$ 667,669
Financing Exp.	\$ (160,615)	\$ (1,946,155)
<b>Total</b>	<b>\$ (58,357)</b>	<b>\$ (1,278,486)</b>

<b>Sewer</b>		
Interest Income	\$ 609	\$ 3,389
Financing Exp.	\$ (10,826)	\$ (119,929)
<b>Total</b>	<b>\$ (10,217)</b>	<b>\$ (116,540)</b>

<b>Combined</b>		
Interest Income	\$ 102,867	\$ 671,058
Financing Exp.	\$ (171,441)	\$ (2,066,084)
<b>Total</b>	<b>\$ (68,574)</b>	<b>\$ (1,395,026)</b>

## Grants Received:

Mt Rogers PDC Grant - Mill Creek Contact Tanks	\$ 90,000.00
RD Grant #33 - Galvanized Line	\$ 181,549.92
VRA WSL 010-21AB - Various Water Line Extensions	\$ 108,586.86
	<u>\$ 380,136.78</u>

Long term debt and debt service ratios are largely unchanged from last month.

Accounting Projects	
Item	Status
Internal Investigation	On Going. Phase 1 discussions underway. Uploading Phase 2 documents.
2024 Budget	Kickoff April 12th, department meetings upcoming
2023 Audit	Scheduled. Prelim - June 19th, Actual August 14th





# Water Line Extension Projects

- Spring Lake Road - Project is funded and staff continues to work on project permitting and project design .

## Future Waterline Extension Projects

- Staff has started working on VDH funding applications due first week in May for:
  - Bluff Hollow Road
  - Buffalo Pond Road
  - Flatwood Acres Road
  - Spoon Gap Road
- WCSA was unsuccessful in obtaining funding last year
- Staff has started environmental permitting for these projects



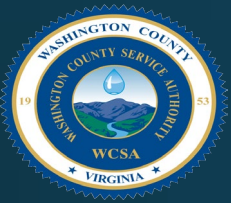
## Galvanized Line Phase 3 – Industrial Park Road

- Project is complete and WCSA is working on closing out the project
- As a reminder WCSA had \$1,000,000 of grant funds for this project
- Remaining cost of the project are being covered by WCSA funds



# Water Line Extension Projects

- WSL-010-21A
- Taylors Valley, Green Springs Road, Monroe Road, and Prices Bridge Road.
- Contractor has completed Taylors Valley, Monroe Road, and Prices Bridge Road
- Construction has completed on Green Spring Road.



# Mendota Waterline Extension Project

- Construction is underway.
- Continue to wait on the outcome of the state budget for additional funding of the Mendota Project
- Contractor is now working on laying waterline since stream crossing season is over





# Mendota Road Progress Photo



# Mary's Chapel Project/Archery Range Road WL Extension Project

- Bid Opening was held on April 20<sup>th</sup>.
- WCSA received (3) bids:

Ramirez Contracting - \$2,812,535

Hill Construction - \$2,565,771

Little B Enterprise - \$2,048,722.18

Total Inplace Funding of \$1,600,000 2020 Cost Estimate  
Advertising, Permitting, Engineering - \$51,040.50. This  
leaves \$1,548,959.50 for construction costs for our  
funding that is in place.

With the bid of \$2,048,722.18 – \$1,548,959.50 (available  
funds for construction), that leaves us with funding  
shortage of \$499,762.68.

## 2022 Cost Estimate

<b>Exhibit B Project Budget Washington County Service Authority- Mary's Chapel / Archery Range Project Project #- CSFRF – 03</b>	
Construction	\$ 1,919,475.00
Contingency	\$ 95,973.75
Permitting	\$ 1,000.00
Engineering	\$ 48,540.50
Advertising	\$ 1,500.00
<b>Total</b>	<b>\$ 2,066,489.25</b>



## Thoughts about moving project forward....

Staff has reached out to VDH. They have received lot of request for additional funding.

Preliminary spoke to Mount Rogers about helping to apply for DHCD money. Over 50% of residents would have to be LMI (Low to Moderate Income). Not thinking we would get this.

Recent discussion with County is that the government could be looking at pulling some of the ARPA funds that are not under contract. Lose \$1,600,000.

WCSA to possibly perform the pump station work. This line item was \$319,000. There would still be costs associated with equipment but would be a big savings and then remaining funds to possibly be supplied by WCSA. Would have to work with contractor about their interest in change ordering this out.

This project will supply water to 1 new residents and updated service to 48.

Replacing 4,000 L.F of old asbestos transite line. Completing this work is \$450,000 in of itself.



# Mill Creek Chlorine Contact Tanks Replacement

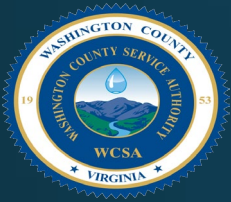
- Initial Tank has been demolished and removed
- Contractor has poured footer for first tank
- Contractor will begin re-mobilizing first of May when tank components arrive.





# Sale of Surplus Property

- Staff is working to sell the Old Route 58 Tank property.
- Staff is working to sell additional surplus property , less than .25 acres at the Loves Pump Station site



# Smyth Chapel Improvements Project

- Staff continues to work to finalize the pump station property purchase.

# Lee Highway Corridor Sewer Improvements Project

- Staff continues to work to finalize easements and property acquisitions.
- Total Project Cost = \$33,153,396

Rural Development	Loan	\$9,355,000
Rural Development	Grant	\$9,165,000
Washington County	ARPA Grant	\$3,000,000
DEQ	ARPA Grant	\$8,535,822
DEQ	Loan	\$2,845,274
WCSA		\$252,300
TOTAL		\$33,153,396

- WCSA initially received a DEQ Loan of \$11,381,096
- WCSA also applied for DEQ ARPA Funding and later received the \$8,535,822 grant. This grant will offset the DEQ Loan and the new loan for DEQ will be \$2,845,274.
- Earlier this month WCSA applied for \$1,000,000 thru Morgan Griffith's office, but it will not be until April of 2024 until those announcements are released.
- In May, DEQ will announce what %/if any of the offered loan funds will be reduced to principal forgiveness. WCSA remains hopeful that the \$2,845,274 will be converted to grant funds or at least a large percentage.
- Grant funds are needed to make the project cash flow.
- With the project planned to advertise in June, WCSA may have an opportunity with RD for the remaining funds needed to be 50% grant and 50% loan.

Rural Development	Loan	\$9,355,000
Rural Development	Grant	\$9,165,000
Washington County	ARPA Grant	\$3,000,000
DEQ	ARPA Grant	\$8,535,822
DEQ	Loan	\$2,845,274
WCSA		\$252,300
TOTAL		\$33,153,396

It would be August timeframe before additional financial information would be provided by RD.



# In-House Engineering on In-House Waterline Projects

- Staff has started the design on various in-house waterline replacement projects
- Project is focused on replacing old galvanized, transite, or asbestos pipe systems that has been causing maintenance issues
- Currently there are 12 projects on this agenda





# In-House Maintenance Projects

Waterline Project	Project Footage (Linear Feet)
Adare Lane	905
Repass Street	160
Island Road	2,450
Benhams	6,600
Palmer Avenue	5,016
Minton Lane	660
Montgomery Road	920
Rivermont/Blue Springs Road	763
Glade Food Country	Unknown At This Time
Sioux Street	450
Quarry Road	285
Spearmint Drive	495

The background features a light blue gradient. On the left, there are faint, white, concentric topographic-style lines. On the right, there is a complex, dark blue molecular or network structure with various nodes and connecting lines, some of which are highlighted in a lighter blue.

# WCSA PHONE REPORT

✦ MARCH 2023

# NUMBER OF CALLS

## **FEBRUARY 2023**

2,676 Calls

Average of  
141 calls per  
a day

## **MARCH 2023**

2443 Calls

Average of  
106 calls per  
a day

# AVERAGE WAIT TIME

**FEBRUARY 2023**

1:48  
MINUTES

**MARCH 2023**

1:19  
MINUTES

# Human Resources & Safety Dashboard

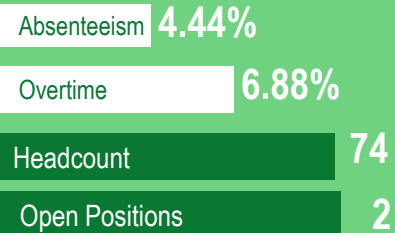


## Strategy

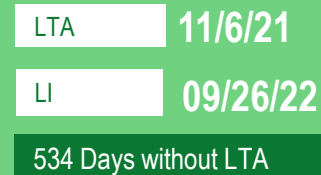
- *Establish Open Communication*
- *Develop & Implement Policy and Procedures*
- *Involve Everyone*
- *Provide Training*
- *Establish Benchmark & Review Progress*
- *Use Positive Reinforcement*

### Key Process Indicators (KPI)

#### Human Capital



#### Safety



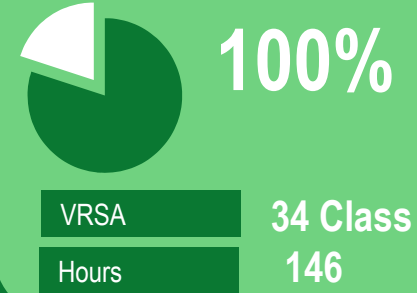
#### Employee Relations



#### Benefits/Demographics



#### Training/Development Investment



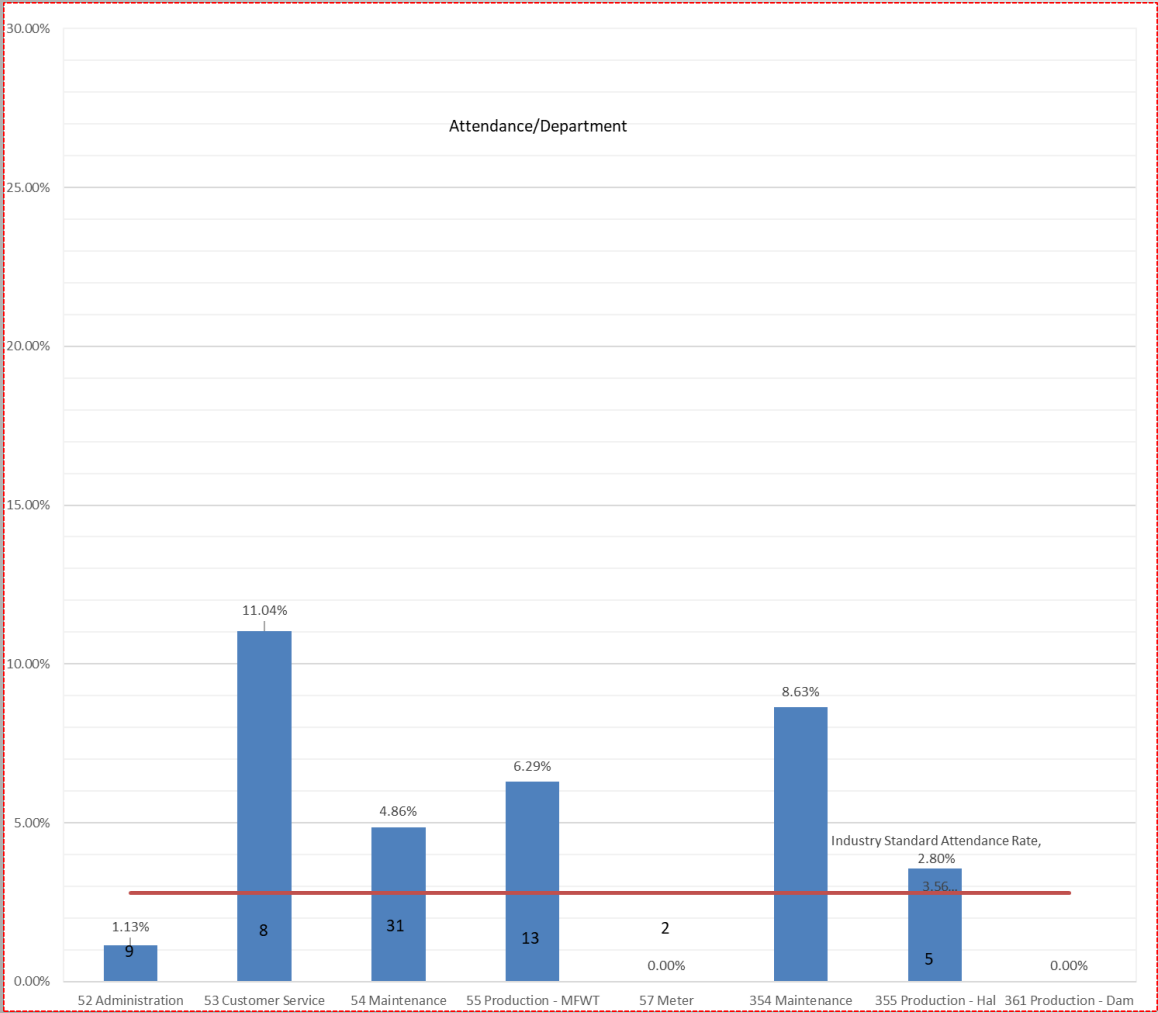
#### Promotions/New Hires

0 Hires  
0 Promotions  
0 Terminations



# Human Capital KPI

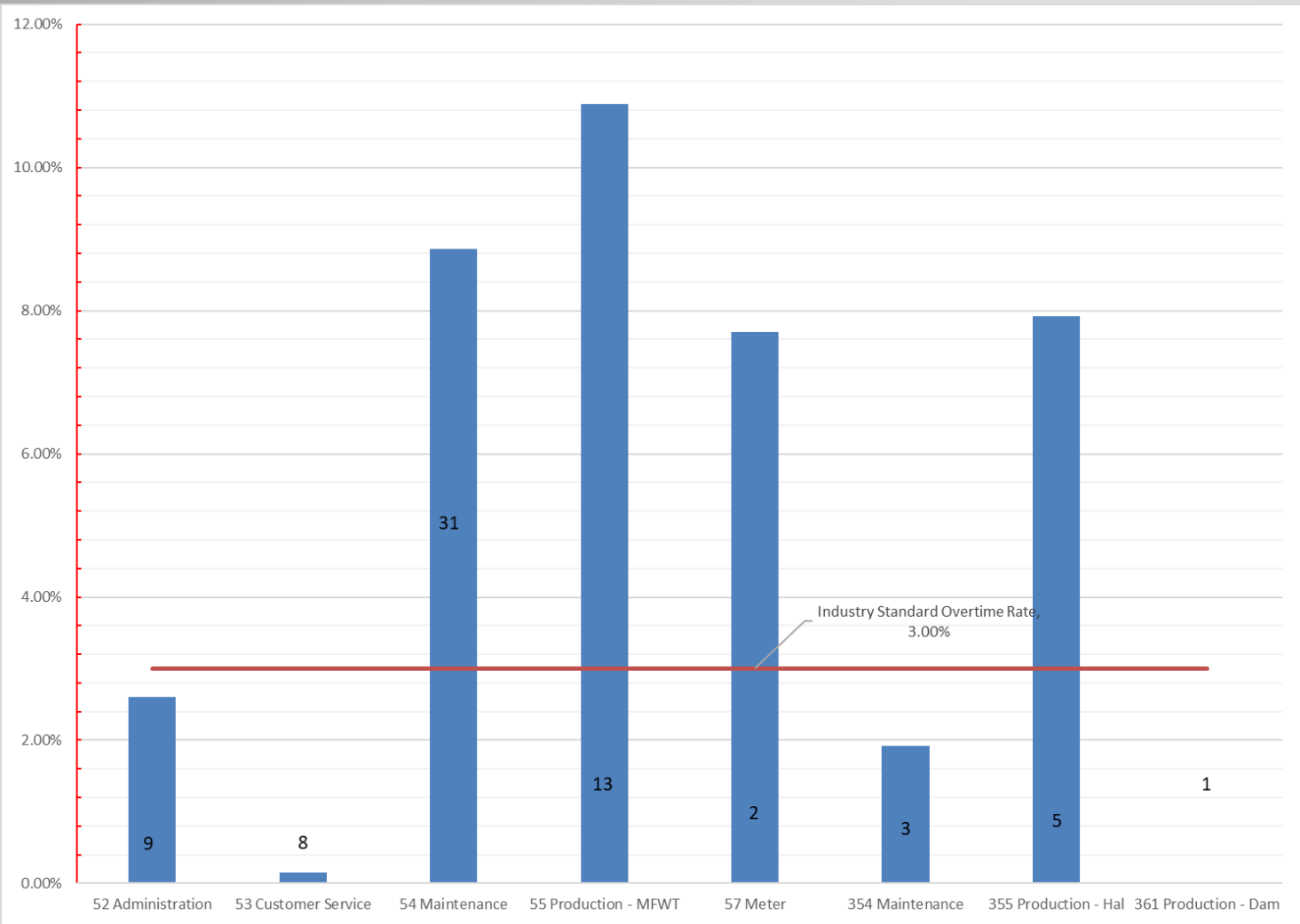
## Attendance



- Red line represents Industry Standard for Absenteeism 2.8%
- Black # within the blue bar chart represents the # of employees by department
- Damascus only has 1 employee
- Average absenteeism 5.56 down from 9.64%

# Human Capital KPI

## Overtime



- Red line represents Industry Standard for Overtime at 3%
- Black # within the blue bar chart represents the # of employees by department
- Average OT is 6.6% down from %16.12

# Human Capital KPI

- **Promotions**
  - 0
- **New Hires**
  - 0
- **Terminations**
  - 0

# Human Capital KPI



## LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between Washington County Service Authority ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC (collectively referred to as "Attorneys") and Kaufman & Canoles, P.C. ("K&C").
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates \_\_\_\_\_ as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") and/or other products containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid ("PFOA" or "C8"), perfluorooctane sulfonate ("PFOS"), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. K&C will serve in the limited capacity of local liaison counsel furnishing a point of contact, as desired by Client, in communicating with and serving as a conduit of information to and from Attorneys.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Attorneys assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the



client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25 %) of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding

appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration shall not exceed twenty-five percent (25%) of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys

for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive forty percent (40%), Cossich, Sumich, Parsiola & Taylor, LLC will receive forty percent (40 %), and Kaufman & Canoles, P.C. will receive twenty percent (20%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the

same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award,

or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for Client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client then any lien in excess of the recovery for Client shall be released by Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

18. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers



and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.  
3102 Oak Lawn Ave., Suite 1100  
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC  
8397 Highway 23, Suite 100  
Belle Chasse, Louisiana 70037

Kaufman & Canoles, P.C.  
150 W. Main Street, Suite 2100  
Norfolk, VA 23510-1665

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify

this Agreement by executing a new written agreement.

25. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

26. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, Texas Disciplinary Rules of Professional Conduct, and the Virginia Rules of Professional Conduct.

Agreed to by:

Date: \_\_\_\_\_

WASHINGTON COUNTY SERVICE AUTHORITY

\_\_\_\_\_  
Printed name and title ("Client")

\_\_\_\_\_  
Signature

ATTORNEYS

\_\_\_\_\_  
Scott Summy/Cary McDougal, Baron & Budd, P.C.

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Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

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Ed Spivey, Kaufman & Canoles, P.C.

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