GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

A G E N D A
TUESDAY, JANUARY 19, 2016
REGULAR SESSION AT THE CONCLUSION OF THE BOARD OF SUPERVISORS MEETING

I. CALL TO ORDER

II CLOSED SESSION - Section 2.2-3711 (a) 1) Personnel and 3) Acquisition of Real Property Matters

A. Personnel Matters

B. Acquisition of Real Property Matters

III. RETURN TO REGULAR SESSION

IV. CERTIFICATION OF CLOSED MEETING – Resolution #WS-16-20

V. APPROVAL OF AGENDA

VI. APPROVAL OF CONSENT AGENDA

A. Minutes – See Attachment – D.

B. Budgetary Matters – See Attachment – E.

C. Warrants – See Attachment – F.

D. Resolution #WS-16-24

VII PUBLIC HEARING None

VIII. ITEMS WITH APPOINTMENTS - None

IX. OLD BUSINESS – None

X. NEW BUSINESS

A. Resolution #16-23 – Determination to Procure Goods and Nonprofessional Services by Competitive Negotiation for the Procurement of Industrial Controls Electrician Services – See Attachment – G.

B. Proposed Agreement for Fire Hydrant Rental, Fire Protection Services and Water Supply Services between the Greensville County Water and Sewer Authority and Greensville County – See Attachment – H.

XI. ADJOURNMENT

At the Regular Meeting of the Greensville County Water and Sewer Authority, held on Monday, January 4, 2016, with Regular Session beginning at the conclusion of the Board of Supervisors meeting, in the Board Room of the Greensville County Government Building, 1781 Greensville County Circle, Emporia, Virginia

Present: Michael W. Ferguson, Chairman
Dr. Margaret T. Lee, Vice-Chairman
Peggy R. Wiley
Raymond L. Bryant, Jr.

Mr. Whittington, Clerk, called the meeting to order.

In Re: Closed Session

Mr. Whittington, Director, stated that Staff recommended the Authority go into Closed Session, Section 2.2-3711 (a) 1) Personnel Matters.

Mrs. Wiley moved, seconded by Dr. Lee, to go into Closed Session, as recommended by Staff. Voting aye: Mr. Bryant, Mr. Ferguson, Dr. Lee and Mrs. Wiley.

In Re: Regular Session

Mr. Whittington stated that Staff recommended the Authority return to Regular Session.

Mrs. Wiley moved, seconded by Mr. Bryant, to go into Regular Session. Voting aye: Mr. Bryant, Mr. Ferguson, Dr. Lee, Mrs. Wiley.

In Re: Certification of Closed Meeting – Resolution #WS-16-18

Mrs. Wiley moved, seconded by Dr. Lee, to adopt the following Resolution. A roll call vote was taken, as follows: Mr. Bryant, aye; Mr. Ferguson, aye; Dr. Lee, aye and Mrs. Wiley, aye.

RESOLUTION #WS-16-18
CERTIFICATION OF CLOSED MEETING

WHEREAS, the Greensville Water and Sewer Authority has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Greensville County Water and Sewer Authority that such closed meeting was conducted in conformity with Virginia law:

NOW, THEREFORE, BE IT RESOLVED that the Greensville County Water and Sewer Authority hereby certifies that, to the best of each member's knowledge, (i) 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 (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Greensville County Water and Sewer Authority.

Mr. Whittington recessed the meeting until the Conclusion of the Board of Supervisors Regular Session Meeting.

Mr. Whittington reconvened the meeting in Open Session.

In Re: Organizational Matters – Term of Office

Mr. Whittington stated that Staff recommended the Authority establish the term of office for the Chairman and Vice-Chairman.

Dr. Lee moved, seconded by Mr. Bryant, that the term office would be for four years. Voting aye: Mr. Bryant, Mr. Ferguson, Dr. Lee and Mrs. Wiley.

In Re: Election of Chairman

Mr. Whittington stated that a nomination needed to be made for an individual to serve as Chairman of the Authority Board.

Dr. Lee moved, seconded by Mr. Bryant, to appoint Mr. Ferguson as Chairman of the Authority Board. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Election of Vice-Chairman

Mr. Whittington stated that a nomination needed to be made for an individual to serve as Vice-Chairman of the Authority Board.

Mr. Ferguson moved, seconded by Mrs. Wiley, to appoint Dr. Lee to serve as Vice-Chairman of the Authority Board. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Setting of Meeting Times and Dates

Mr. Whittington stated that the current meeting dates and times were 1st and 3rd Mondays with Regular Session at the Conclusion of the Board of Supervisors Meeting with Closed Meeting being held prior to Regular Session. He then stated that the meeting times and dates needed to be established.

Mr. Bryant moved, seconded by Dr. Lee, that the meeting times and dates remain the same as the current meeting times and dates. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Approval of Agenda

Mr. Whittington stated that Staff recommended approval of the Agenda with no added items.

Dr. Lee moved, seconded by Mr. Bryant, to approve the Agenda as submitted. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Approval of the Consent Agenda

Mr. Whittington stated that Staff recommended approval of the Consent Agenda.

Dr. Lee moved, seconded by Mrs. Wiley, to approve the Consent Agenda consisting of the following items. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

Minutes from the meeting of December 21, 2015

Warrants:

Approval of Total Accounts Payable for January 4, 2016, in the amount of $64,264.13

Approval of Accounts Payables for the General Fund, in the amount of $57,107.33

Approval of Accounts Payables for Special Projects, in the amount of $7,156.80

Approval of Payroll for December 31, 2015, in the amount of $97,994.68

In Re: Agreement with Local Choice for the Affordable Care Act

Mr. Whittington stated that Staff recommended approval of the Agreement with Local Choice for the Affordable Care Act as explained in the Board of Supervisors Meeting.

Dr. Lee moved, seconded by Mrs. Wiley, to approve the Agreement with Local Choice for the Affordable Care Act. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

In Re: Miscellaneous Matters

Mr. Whittington stated that the Staff Work Programs were prepared for the Authority's review and comments.

Chairman Ferguson asked if anyone had any questions. There were none.

There being no further business to discuss, Mr. Bryant moved, seconded by Dr. Lee, to adjourn the meeting. Voting aye: Mr. Bryant, Dr. Lee, Mrs. Wiley and Chairman Ferguson.

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Michael W. Ferguson, Chairman
Greensville County Water and Sewer Authority

RESOLUTION #WS-16-21

FY 2016 BUDGET AMENDMENT

BE IT RESOLVED by the Greensville County Water & Sewer Authority that the following amendment be and hereby is made for the period of October 1, 2015 through September 30, 2016.

FUND # 001

REVENUE

3-001-11000	OPERATING REVENUES	
0085	G-P Water Intake Reimbursement	$5,754.52

EXPENDITURE

4-001-22000	JARRATT WATER TREATMENT PLANT	
3300	G-P Intake Repairs	$5,754.52

_____
Michael W. Ferguson, Chairman
Greensville County Water & Sewer Authority

ATTEST:

_____
Denise Banks-Chatham, Clerk
Greensville County Water & Sewer Authority

Adopted this _____ day of _____, 20__.

ATTACHMENT E

RESOLUTION #WS-16-22

FY 2016 BUDGET AMENDMENT

BE IT RESOLVED by the Greensville County Water & Sewer Authority that the following amendment be and hereby is made for the period of October 1, 2015 through September 30, 2016.

FUND # 001

REVENUE

3-001-11000	OPERATING REVENUES	
0085	G-P Water Intake Reimbursement	$10,575.71

EXPENDITURE

4-001-22000	JARRATT WATER TREATMENT PLANT	
3300	G-P Intake Repairs	$10,575.71

_____
Michael W. Ferguson, Chairman
Greensville County Water & Sewer Authority

ATTEST:

_____
Denise Banks-Chatham, Clerk
Greensville County Water & Sewer Authority

Adopted this _____ day of _____, 20__.

FUND # - 001 ***OPERATING FUND***

DEPT # - 000200 **LIABILITY**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
		DEPT # - 000200 **LIABILITY**			
	LIABILITY				
TOWN OF JARRATT	TAXES ACCURED		U TAX/12-2015	12/31/2015	376.54
CITY OF EMPORIA	TAXES ACCURED		U TAX/12-2015	12/31/2015	128.82
TREASURER OF GREENSVILLE	TAXES ACCURED		U TAX/12-2015	12/31/2015	8,193.57
					8,698.93 *
				TOTAL	8,698.93
		DEPT # - 010000 **ADMINISTRATION**			
	ADMINISTRATION				
EASY TIME CLOCK, LLC	PROF.SERVICES:TIME CLOCK		320685	1/12/2016	3.00
					3.00 *
BOBBY'S TIRE & AUTO CARE	REPAIR & MAINTENANCE SERVICES		0053119	12/28/2015	16.00
					16.00 *
VERIZON	TELECOMMUNICATIONS		682368759/12-15	12/28/2015	199.04
					199.04 *
QUILL CORPORATION	OFFICE SUPPLIES		1828712	12/30/2015	154.99
BB&T VISA CARD #7264	OFFICE SUPPLIES		CDW-G/1BLZXQ9	1/07/2016	244.02
					399.01 *
SADLER BROTHERS OIL CO	VEHICLE SUPPLIES		NP46274635	1/01/2016	31.63
					31.63 *
				TOTAL	648.68
		DEPT # - 011000 **AUTHORITY BOARD**			
	AUTHORITY BOARD				
QUILL CORPORATION	OFFICE SUPPLIES		1745488	12/23/2015	17.94
					17.94 *
				TOTAL	17.94
		DEPT # - 020000 **UTILITY MAINTENANCE**			
	UTILITY MAINTENANCE				
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2880201100/1-16	1/06/2016	20.10
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2881600600/1-16	1/06/2016	116.33
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2883100100/1-16	1/06/2016	100.39
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2884102100/1-16	1/06/2016	61.07
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		2884200700/1-16	1/06/2016	75.40
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		3879900100/1-16	1/06/2016	161.26
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		4394600400/1-16	1/06/2016	413.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		1250870001/1215	1/04/2016	81.93
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		1447433572/1215	12/30/2015	13.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		1872052103/1215	1/04/2016	509.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		2250897507/1215	12/31/2015	20.28
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		3031885001/1-16	1/05/2016	11.35

ATTACHMENT F

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 020000 **UTILITY MAINTENANCE**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		3880912500/1215	1/04/2016	102.02
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		4200342501/1-16	1/05/2016	13.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		5481667508/1-16	1/05/2016	64.96
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		5611825000/1-16	1/05/2016	60.41
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		5913123120/1215	1/04/2016	375.65
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		6960860002/1215	1/04/2016	78.20
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		7061950312/1215	1/04/2016	510.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		7140812509/1215	1/04/2016	32.69
					2,821.16 *
UNITED PARCEL SERVICE	POSTAGE		0000238106525	12/26/2015	13.89
					13.89 *
VERIZON	TELECOMMUNICATIONS		336-0129/12-15	1/02/2016	53.45
VERIZON	TELECOMMUNICATIONS		348-0513/12-15	1/07/2016	96.37
VERIZON	TELECOMMUNICATIONS		348-4276/12-15	12/28/2015	21.77
VERIZON	TELECOMMUNICATIONS		535-8092/12-15	12/28/2015	50.18
VERIZON	TELECOMMUNICATIONS		535-8569/12-15	12/28/2015	51.68
VERIZON	TELECOMMUNICATIONS		634-0305/12-15	12/28/2015	212.92
VERIZON	TELECOMMUNICATIONS		634-6731/12-15	1/04/2016	21.45
VERIZON	TELECOMMUNICATIONS		634-9178/12-15	12/28/2015	53.82
VERIZON	TELECOMMUNICATIONS		634-9607/12-15	1/01/2016	21.45
TELPAGE	TELECOMMUNICATIONS		246263	1/04/2016	29.98
					613.07 *
ARAMARK UNIFORM SERV INC	UNIFORM RENTAL		46095830	12/24/2015	82.43
					82.43 *
J BRENT BONEY	TRAVEL AND TRAINING		MILEAGE/12-2015	12/31/2015	109.25
WILLIAM DANIELS	TRAVEL AND TRAINING		MILEAGE/12-2015	12/31/2015	19.55
COLTON LYNCH	TRAVEL AND TRAINING		MILEAGE/1-2016	1/15/2016	28.45
					157.25 *
DMV	PERMITS AND FEES		DIV #515128360	1/12/2016	8.00
					8.00 *
EMPORIA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		974746	12/08/2015	7.60
EMPORIA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		976789	12/14/2015	57.03
EMPORIA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		980167	12/28/2015	53.20
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		A126455	12/09/2015	24.48
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		A126456	12/09/2015	6.88
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		A126462	12/09/2015	8.66
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B228543	12/21/2015	22.99
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229132	1/04/2016	69.99
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229167	1/04/2016	12.75
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229259	1/05/2016	14.97
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229336	1/06/2016	78.97
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229387	1/07/2016	24.56
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11410476-00	12/21/2015	43.40
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11430086-00	1/06/2016	111.25
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11433171-00	1/07/2016	230.49
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11435253-00	1/07/2016	24.00
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11435253-01	1/07/2016	17.89

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 020000 **UTILITY MAINTENANCE**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$	
STATE ELECTRIC SUPPLY CO	REPAIR & MAINTENANCE SUPPLIES		11435253-02	1/07/2016	33.09	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		309315	12/03/2015	10.45	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		309740	12/08/2015	1.69	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		310740	12/21/2015	6.99	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		311599	1/04/2016	3.38	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		311712	1/05/2016	8.79	
CITY AUTO HARDWARE	REPAIR & MAINTENANCE SUPPLIES		311732	1/05/2016	1.09	
WALMART COMMUNITY/GEMB	REPAIR & MAINTENANCE SUPPLIES		TR#03219	1/04/2016	113.44	
SAFEWARE INC	REPAIR & MAINTENANCE SUPPLIES		3492994	12/10/2015	543.78	
LOWES BUSINESS ACCOUNT	REPAIR & MAINTENANCE SUPPLIES		902616	12/15/2015	102.23	
OMEGA ENGINEERING INC	REPAIR & MAINTENANCE SUPPLIES		A91492	1/05/2016	653.31	
BB&T VISA CARD #1603	REPAIR & MAINTENANCE SUPPLIES		VERIZON/19400	1/12/2016	14.99	
					2,302.34	*
SADLER BROTHERS OIL CO.	VEHICLE SUPPLIES		NP46274633	1/01/2016	8.73	
SADLER BROTHERS OIL CO	VEHICLE SUPPLIES		NP46274635	1/01/2016	91.07	
SADLER BROTHERS OIL CO	VEHICLE SUPPLIES		NP46274638	1/01/2016	485.89	
					585.69	*
O'REILLY AUTO PARTS	HEAVY EQUIPMENT SUPPLIES		2269-389950	1/04/2016	16.99	
					16.99	*
				TOTAL	6,600.82	

DEPT # - 022000 **WATER TREATMENT - JARRATT**

	WATER TREATMENT - JARRATT					
EDMUNDS WASTE REMOVAL INC	CONTRACTUAL SERVICES		50293	12/28/2015	875.00	
JOYCE ENGINEERING, INC.	CONTRACTUAL SERVICES		02024451	1/08/2016	2,176.00	
					3,051.00	*
CARTER MACHINERY CO., INC	G-P INTAKE REPAIRS		00034782	12/18/2015	3,900.00	
PARKER OIL CO INC	G-P INTAKE REPAIRS		751336	12/31/2015	318.00	
					4,218.00	*
BOBCAT OF RICHMOND	REPAIR & MAINTENANCE SERVICES		D05466	1/05/2016	768.50	
					768.50	*
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		3920872508/1215	1/04/2016	3,282.25	
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		7878512891/1215	1/04/2016	3,422.82	
					6,705.07	*
VERIZON	TELECOMMUNICATIONS		535-8730/12-15	1/04/2016	44.92	
VERIZON	TELECOMMUNICATIONS		535-9616/12-15	12/28/2015	149.91	
TELPAGE	TELECOMMUNICATIONS		246373	1/04/2016	59.95	
					254.78	*
ARAMARK UNIFORM SERV INC	UNIFORM RENTAL		46128301	12/31/2015	58.88	
					58.88	*
QUILL CORPORATION	OFFICE SUPPLIES		1770512	12/28/2015	59.99	
QUILL CORPORATION	OFFICE SUPPLIES		1782179	12/28/2015	7.29	
					67.28	*
COLONIAL SCIENTIFIC, INC	LAB SUPPLIES		INV0110291	12/29/2015	252.20	
					252.20	*
JARRATT HARDWARE	HOUSEKEEPING SUPPLIES		B227323	12/01/2015	8.37	

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 022000 **WATER TREATMENT - JARRATT**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
JARRATT HARDWARE	HOUSEKEEPING SUPPLIES		B228658	12/22/2015	22.97
					31.34 *
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229181	1/04/2016	5.99
BB&T VISA CARD #7264	REPAIR & MAINTENANCE SUPPLIES		SETRA/24240227	1/08/2016	469.89-
					463.90-*
SADLER BROTHERS OIL CO	VEHICLE SUPPLIES		NP46274637	1/01/2016	127.62
					127.62 *
CHARLES POPE	WEARING APPAREL		BOOTS/1-2016	1/04/2016	65.00
					65.00 *
CONTROL EQUIPMENT CO, INC	CHEMICALS		67052	12/11/2015	526.40
CONTROL EQUIPMENT CO, INC	CHEMICALS		67079	1/04/2016	526.40
UNIVAR USA INC	CHEMICALS		RI690662	12/09/2015	2,971.32
UNIVAR USA INC	CHEMICALS		RI690815	12/30/2015	3,726.92
					7,751.04 *
				TOTAL	22,886.81

DEPT # - 023000 **ECONO LODGE WELL SYSTEM**

ECONO LODGE WELL SYSTEM

DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		4490210053/1-16	1/05/2016	82.06
					82.06 *
				TOTAL	82.06

DEPT # - 024000 **JACKSON FEILD HOME WATER SYSTEM**

JACKSON FEILD HOME WATER SYSTEM

DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		3940850005/1215	12/29/2015	132.98
					132.98 *
BB&T VISA CARD #7264	REPAIR & MAINTENENCE SUPPLIES		SETRA/24240227	1/08/2016	469.89
BB&T VISA CARD #7264	REPAIR & MAINTENENCE SUPPLIES		SETRA/24240227	1/11/2016	557.40
					1,027.29 *
				TOTAL	1,160.27

DEPT # - 031000 **FALLING RUN SEWAGE TREAT. PLANT**

FALLING RUN SEWAGE TREAT. PLANT

JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512091	12/21/2015	701.00
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512157	12/31/2015	2,587.00
					3,288.00 *
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		3389301802/1-16	1/06/2016	2,874.60
					2,874.60 *
VERIZON	TELECOMMUNICATIONS		348-3778/12-15	12/28/2015	21.45
					21.45 *
USA BLUEBOOK	LAB SUPPLIES		823397	12/11/2015	268.26
					268.26 *
EMPORIA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		978719	12/19/2015	1.96
LOWES BUSINESS ACCOUNT	REPAIR & MAINTENANCE SUPPLIES		902956	12/11/2015	72.50
					74.46 *

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 031000 **FALLING RUN SEWAGE TREAT. PLANT**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
UNIVAR USA INC	CHEMICALS		RI362856 CM	12/21/2015	825.00-
UNIVAR USA INC	CHEMICALS		RI690196	12/18/2015	402.00
JCI JONES CHEMICALS, INC	CHEMICALS		677422	12/29/2015	183.15
					239.85-*
				TOTAL	6,286.92

DEPT # - 032000 **THREE CREEK SEWAGE TREAT. PLANT**

	THREE CREEK SEWAGE TREAT. PLANT				
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512092	12/21/2015	734.00
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512159	12/31/2015	457.00
					1,191.00 *
MECKLENBURG ELECTRIC COOP	ELECTRICAL SERVICES		3883900100/1215	12/29/2015	8,651.85
					8,651.85 *
TELPAGE	TELECOMMUNICATIONS		246304	1/04/2016	59.95
					59.95 *
ARAMARK UNIFORM SERV INC	UNIFORM RENTAL		46062377	12/17/2015	71.02
ARAMARK UNIFORM SERV INC	UNIFORM RENTAL		46095833	12/24/2015	71.02
					142.04 *
BB&T VISA CARD #1595	TRAVEL AND TRAINING		DRWANLESS/#3595	1/06/2016	168.00
					168.00 *
USA BLUEBOOK	LAB SUPPLIES		823397	12/11/2015	268.27
					268.27 *
EMPORIA AUTO PARTS	REPAIR & MAINTENANCE SUPPLIES		976626	12/12/2015	23.56
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		A126925	12/31/2015	167.98
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229199	1/04/2016	11.98
LOWES BUSINESS ACCOUNT	REPAIR & MAINTENANCE SUPPLIES		902171	12/18/2015	32.45
					235.97 *
SADLER BROTHERS OIL CO	VEHICLE SUPPLIES		NP46274636	1/01/2016	247.31
					247.31 *
UNIVAR USA INC	CHEMICALS		RI690229	12/18/2015	346.75
JCI JONES CHEMICALS, INC	CHEMICALS		677423	12/29/2015	726.30
SLUDGE PROCESS ENHANCEMNT	CHEMICALS		2152112-GCA	1/04/2016	3,565.00
					4,640.05 *
PARKER OIL CO INC	HEAVY EQUIPMENT SUPPLIES		713412	11/23/2015	264.55
FUEL FREEDOM CARD	HEAVY EQUIPMENT SUPPLIES		CL00859	12/31/2015	120.67
					385.22 *
				TOTAL	15,989.66

DEPT # - 033000 **SEWAGE SERVICES**

	SEWAGE SERVICES				
CITY OF EMPORIA	CONTRACTUAL SERVICES:EMPORIA		COE/ACCT 1/1215	12/31/2015	262.08
					262.08 *
				TOTAL	262.08

DEPT # - 034000 **JARRATT SEWAGE TREATMENT PLANT**

	JARRATT SEWAGE TREATMENT PLANT				
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512090	12/21/2015	311.00

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 034000 **JARRATT SEWAGE TREATMENT PLANT**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	$$ PAY $$
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512158	12/31/2015	384.00
					695.00 *
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES		3000835003/1215	1/04/2016	1,254.54
					1,254.54 *
VERIZON	TELECOMMUNICATIONS		535-8730/12-15	1/04/2016	44.92
					44.92 *
USA BLUEBOOK	LAB SUPPLIES		823397	12/11/2015	268.27
					268.27 *
				TOTAL	2,262.73
		DEPT # - 035000 **SKIPPERS SEWAGE TREAT. PLANT**			
	SKIPPERS SEWAGE TREAT. PLANT				
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512089	12/21/2015	226.00
JAMES R REED & ASSOC INC	LABORATORY SERVICES		1512156	12/31/2015	42.00
					268.00 *
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B228450	12/18/2015	24.97
JARRATT HARDWARE	REPAIR & MAINTENANCE SUPPLIES		B229216	1/05/2016	28.99
ELECTRICAL EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES		3427007-00	1/07/2016	85.07
					139.03 *
				TOTAL	407.03
		DEPT # - 068200 **RT301 N.MANHOLE-LIFT ST REHAB**			
	RT301 N.MANHOLE-LIFT ST REHAB				
LYTTLE UTILITIES INC	CONSTRUCTION		ROUTE 301 #7	12/23/2015	72,516.72
					72,516.72 *
				TOTAL	72,516.72
		DEPT # - 069300 **JWTP - IN-TAKE**			
	JWTP - IN-TAKE				
JARRATT HARDWARE	CONTRACTUAL SRVCS:ELECTRICAL		B227815	12/08/2015	48.05
					48.05 *
				TOTAL	48.05
		DEPT # - 069400 **JWTP SLUDGE HANDLING PROJECT**			
	JWTP SLUDGE HANDLING PROJECT				
GENTRY LOCKE ATTORNEYS	PROF.SERVICES:LEGAL		232646 //071	12/08/2015	94.50
					94.50 *
				TOTAL	94.50
		DEPT # - 069500 **MOONLIGHT/CRESCENT INTERCONNECT**			
	MOONLIGHT/CRESCENT INTERCONNECT				
JARRATT HARDWARE	CONSTRUCTION		B228145	12/14/2015	16.99
					16.99 *
				TOTAL	16.99
				FUND TOTAL	137,980.19
				TOTAL DUE	137,980.19

Approved at meeting of _____ on _____.

Signed _____ _____ _____

Title Date

FUND NO.	DESCRIPTION	$$ PAY $$
001	***OPERATING EXPENDITURES***	$137,980.19
	TOTAL	137,980.19

FUND # - 001 ***OPERATING EXPENDITURES*** DEPT # - 021000 **WATER PURCHASE**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	$$ PAY $$
		DEPT # - 021000 **WATER PURCHASE**					
	WATER PURCHASE						
NORTHAMPTON COUNTY PUBLIC PURCHASE OF WATER:NHAMPTO			21006227/1-2016 12/31/2015			1/14/2016	1,800.50
NORTHAMPTON COUNTY PUBLIC PURCHASE OF WATER:NHAMPTO			43006548/1-2016 12/31/2015			1/14/2016	68.00
							1,868.50 *
				TOTAL			1,868.50
		DEPT # - 033000 **SEWAGE SERVICES**					
	SEWAGE SERVICES						
NORTHAMPTON COUNTY PUBLIC CONTRACTUAL SERVICES:REST			21006227/1-2016 12/31/2015			1/14/2016	1,772.50
							1,772.50 *
				TOTAL			1,772.50
				FUND TOTAL			3,641.00
				TOTAL DUE			3,641.00

Approved ~~at meeting of~~ _____ on _____.

Signed _____ _____ _____
Title Date

FUND NO.	DESCRIPTION	$$ PAY $$
001	***OPERATING EXPENDITURES***	$3,641.00
	TOTAL	3,641.00

FUND # - 001 ****EXPENDITURES**** DEPT # - 070000 **PROJECT ADMINISTRATION**

VENDOR NAME	CHARGE TO	DESCRIPTION	INVOICE#	INVOICE DATE	PO#	CHECK DATE	$$ PAY $$
		DEPT # - 070000 **PROJECT ADMINISTRATION**					
	PROJECT ADMINISTRATION						
SLAYTON & CLARY	PROF.SERVICES:RADIUM ROAD		12300	12/31/2015		1/19/2016	1,665.00
							1,665.00 *
				TOTAL			1,665.00
		DEPT # - 073000 **ROUTE 58/607/605 WATERLINE**					
	ROUTE 58/607/605 WATERLINE						
SLAYTON & CLARY	LEGAL/LAND ACQUISITION		12299	12/31/2015		1/19/2016	1,320.00
RUSSELL SLATYON TRUST	LEGAL/LAND ACQUISITION		PALMER CONDEMN	1/06/2016		1/19/2016	480.00
ROBINSON LAW OFFICE	LEGAL/LAND ACQUISITION		REAL TREE WOOD	1/06/2016		1/19/2016	20,313.50
							22,113.50 *
				TOTAL			22,113.50
		DEPT # - 074000 **SANITARY SEWER SYSTEM IMP**					
	SANITARY SEWER SYSTEM IMP						
ROBINSON LAW OFFICE	LEGAL/LAND ACQUISITION		REAL TREE WOOD	1/06/2016		1/19/2016	20,313.50
							20,313.50 *
				TOTAL			20,313.50
				FUND TOTAL			44,092.00
				TOTAL DUE			44,092.00

Approved

Signed Alicia Whitley Finance Supervisor 1/12/16
Title Date

FUND NO.	DESCRIPTION	$$ PAY $$
001	****EXPENDITURES****	$44,092.00
	TOTAL	44,092.00

GREENSVILLE COUNTY
WATER AND SEWER AUTHORITY

TO: Greensville County Water and Sewer Authority

FROM: Glen Gibson, Utility Projects Coordinator

RE: Procurement of Industrial Controls Electrician Services

DATE: January 12, 2016

The Authority needs to procure the services of an Industrial Controls Electrician. The Industrial Controls Electrician will respond to calls, for electrical problems, process control issues and or emergencies at any of the Authority's water or wastewater facilities. The contractor's services may also be used on new electrical projects the Authority plans and implements. The service will be procured for a three (3) year period.

In order to properly procure these services, I respectfully request that the Authority take formal action to approve Resolution #WS-16-23. It is attached for your review.

Thank you for your attention to this matter.

ATTACHMENT G

RESOLUTION WS-16-23

DETERMINATION TO PROCURE GOODS AND NONPROFESSIONAL SERVICES BY COMPETITIVE NEGOTIATION FOR PROCUREMENT OF INDUSTRIAL CONTROLS ELECTRICIAN SERVICES

WHEREAS, Virginia code Section 2.2-4303.C requires that when goods and nonprofessional services are to be procured by competitive negotiation, rather than by competitive sealed bidding, the governing body shall adopt a resolution declaring its intent to procure by competitive negotiation, and stating the reasons therefore; and

WHEREAS, the Greensville County Water and Sewer Authority, ("Authority"), wishes to request proposals for a Industrial Controls Electrician; and

WHEREAS, the Industrial Controls Electrician will respond to calls, for electrical problems, process control issues and or emergencies at any of the Authority's water or wastewater facilities. The contractor's services may also be used on new electrical projects the Authority plans and implements. The procurement will be valid for three (3) years; and

WHEREAS, the Authority has determined that procurement of said services by competitive sealed bidding is neither practicable nor fiscally advantageous to the Authority's customers; and

WHEREAS, the Authority has determined that the best interests of the Authority's customers would be served by procurement of said services by competitive negotiation to afford vendors some flexibility in making proposals, and enable the Authority Staff to evaluate the proposals regarding equipment and services to be procured.

IT IS, ACCORDINGLY, HEREBY RESOLVED that the Authority has determined that procurement of a Industrial Controls Electrician by competitive sealed bidding is neither practicable nor fiscally advantageous to the Authority's customers, and that the said services and equipment should therefore be procured by competitive negotiation.

_____

Michael W. Ferguson, Chairman
Greensville County Water and Sewer Authority

ATTEST:

_____

Denise A. Banks-Chatman, Clerk
Greensville County Water and Sewer Authority

Adopted this 19th day of January, 2016.

AGREEMENT FOR FIRE HYDRANT RENTAL, FIRE PROTECTION SERVICES AND WATER SUPPLY SERVICES BETWEEN THE GREENSVILLE COUNTY WATER AND SEWER AUTHORITY AND GREENSVILLE COUNTY, VIRGINIA

This Agreement for Fire Hydrant Rental, Fire Protection Services, and Water Supply Services between the Greensville County Water and Sewer Authority and Greensville County, Virginia is executed this _____ day of _____, 2016 (the "Effective Date"), by and between the Greensville County Water and Sewer Authority, a public body corporate and politic under the laws of the Commonwealth of Virginia (the "GCWSA") and Greensville County, Virginia, a Virginia County (the "County") (collectively, the "Parties" and individually, a "Party").

RECITALS

1. The GCWSA owns the Jarratt Water Treatment Plant and associated water distribution system improvements (the "GCWSA Water System").

2. The GCWSA and the Virginia Electric and Power Company, a Virginia public service corporation ("Dominion Virginia Power"), have entered into the Dominion Virginia Power Generating Plant Water and Wastewater Agreement dated April 20, 2015 (the "DVP Agreement").

3. The DVP Agreement provides for:

   a. The development of a gas fired combined cycle power generating facility in Greensville County (the "DVP Project").

   b. The GCWSA to provide water supply services to the DVP Project.

   c. The GCWSA to construct and operate certain water system improvements including, without limitation, a 900 million gallon raw water storage reservoir, expansion of the Jarratt Water Treatment Plant, the Route 58 elevated water tank, the Route 58 water booster station and water main improvements, the

raw water intake structure from the Nottoway River, an intermediate pump station, raw water mains, and fire hydrants along the water distribution lines on Routes 58, 605, 607, and Allen Road, Otterdam Road, and Westover Hills Avenue (collectively, the "Water System Improvements").

d. DVP to pay the GCWSA water connection fee and user charges.

4. The development of the DVP Project will result in substantial new public service corporation property tax revenues and other revenues to the County.

5. The Water System Improvements will allow the GCWSA to make fire hydrants available for fire protection services in areas of the County where fire hydrants are not available. The Water System Improvements will also allow the GCWSA to provide new or improved water supply services to the County and its residents.

6. The GCWSA intends to borrow funds from the USDA Rural Development Agency to pay a portion of the cost of the Water System Improvements (the "Rural Development Loan").

7. The GCWSA is not expected to collect new revenues from the Water System Improvements in amounts sufficient to pay the full cost of the debt service on the Rural Development Loan.

8. The County will benefit from the Water System Improvements because of the availability of fire hydrants for improved fire protection services and new and improved water supply services in the County.

9. The County wishes to enter into this Agreement to rent fire hydrants and to improve water supply services in the County.

10. The obligation of the County to make payments to the GCWSA pursuant to this Agreement shall be conditioned on the GCWSA constructing, operating and maintaining its Water System and the Water System Improvements, providing water supply services to the DVP Project as provided for in the DVP Agreement, complying with the DVP Agreement, and the availability of fire hydrants as constructed and maintained as part of the Water System Improvements.

11. Virginia Code Ann. §§ 15.2-2134, 15.2-5114(11) and (12), and 15.2-5147 authorize the GCWSA and the County to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are a part of this Agreement, the benefits of the Parties to be realized from this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

1.1 The foregoing recitals are hereby incorporated in this Agreement by reference.

ARTICLE II

GCWSA SERVICE OBLIGATIONS

2.1 The GCWSA shall provide the following services:

2.1.1. Construct, maintain and operate the Water System Improvements in accordance with the DVP Agreement.

2.1.2. Comply with its obligations pursuant to the DVP Agreement.

2.1.3 Construct and maintain fire hydrants along Routes 58, 605, 607; Allen Road; Otterdam Road, Westover Hills Avenue, and Jarrett Water Treatment Plant Mains as part of the Water System Improvements.

ARTICLE III

USE OF FIRE HYDRANTS

3.1 The County shall have the right to authorize volunteer fire departments, other firefighting agencies, and law enforcement agencies to use all hydrants that are part of the GCWSA Water System for fire protection services and other appropriate purposes.

ARTICLE IV

BASE RENTAL PAYMENT

4.1 **Initial Rental Payments**. Subject to the terms of this Agreement, the County shall make quarterly payments of Two Hundred and Fifty Thousand Dollars ($250,000), for a total of One Million Dollars ($1,000,000) per year (the "Base Rental Payment").

4.1.1 The amount of the Base Rental Payment is based on Three Thousand Two Hundred and Thirty Six Dollars and Twenty Five Cents ($3,236.25) per hydrant constructed and maintained as part of the Water System Improvements (totalling approximately 309 hydrants).

4.1.2 The County shall begin making the Base Rental Payments three months after the closing of the Rural Development Loan for Phase I of the Water System Improvements.

4.1.3 The County shall make the quarterly installment payments by October 1, January 1, April 1, and July 1 of each fiscal year as the GCWSA renders services pursuant to this Agreement.

4.2 **Duration of Base Rental Payments**. The County shall make the Initial Rental Payments pursuant to this Article IV for five calendar years after the Initial Service Date. The

Parties expect the Initial Service Date to be approximately October 1, 2017. The Parties may adjust the payment schedule under this Agreement based on the actual Initial Service Date.

4.3 **Interim Financing**.

a. The Parties anticipate that the GCWSA will arrange for interim financing for the acquisition of real property and the development of the Water System Improvements prior to the closing of the Rural Development Loan.

b. The proceeds of the Rural Development Loan will be used, in part, to retire the interim financing arrangements.

c. Subject to the terms of this Agreement, the County will make payments to the GCWSA to allow the GCWSA to make debt service payments on the interim financing arrangements.

ARTICLE V

ADJUSTED RENTAL PAYMENTS AND BUDGET REPORTING

5.1 The Parties anticipate that the GCWSA will receive increased revenues from the Water System Improvements over time. The Parties wish to provide a mechanism for the amount of the Base Rental Payments to decrease based on the GCWSA receiving additional revenues in future years.

5.2 **Budget Reporting**. The GCWSA shall submit an annual budget report and funding request to the County no later than January 31 of each year. The annual budget report and funding request shall provide for and report:

5.2.1 All revenue related to the Water System Improvements for the prior fiscal year and projected for the next fiscal year.

5.2.2 All other revenue available to the GCWSA to pay debt service on the Rural Development Loan.

5.2.3 The amount of debt service due on the Rural Development Loan for the next fiscal year.

5.2.4 The shortfall amount needed by the GCWSA to pay the debt service on the Rural Development Loan for the next fiscal year.

5.2.5 The schedule of debt service payment dates due on the Rural Development Loan for the next fiscal year.

5.2.6 The number of fire hydrants served by the Water System Improvements and the number of fire hydrants in the Water Supply System.

5.3 **Adjusted Rental Payments**. The amount of the County's rental payments shall be adjusted on an annual basis. The amount of the County annual rental payments shall be adjusted downward on a proportionate per fire hydrant basis based on any reduction in the shortfall amount needed by the GCWSA to pay the debt service on the Rural Development Loan.

5.3.1 In no event shall the County be obligated to make payments in any fiscal year exceeding the amount of the Base Rent Payment.

5.3.2 The County shall make quarterly installment payments of the adjusted annual rent by October 1, December 31, April 1, and July 1 of each year as the GCWSA renders services pursuant to this Agreement.

5.4 **Excused Payments**. The County shall not be required to make any payment to the GCWSA under this Agreement for any year in which the GCWSA has adequate revenue available from the Water System Improvements or otherwise to pay the debt service on the Rural Development Loan.

ARTICLE VI

GCWSA USE OF FUNDS

6.1 The GCWSA shall use payments by the County solely for the purpose of paying debt service on the Rural Development Loan.

ARTICLE VII

TERM

7.1 This Agreement shall be for a term commencing as of the Effective Date and continuing until December 31 of the year which is the fortieth year after the closing of the Rural Development Loan for Phase II of the Water System Improvements.

ARTICLE VIII

DEFAULT

8.1 **Termination for Default**. Either the County or the GCWSA may terminate this Agreement if any Party fails to perform any material obligation hereunder and such failure is not cured within ninety (90) days of notice thereof. Any notice of default shall specify the default with reasonable specificity. If the identified default reasonably requires more than ninety (90) days to cure, the time allowed to cure the default shall be extended for a reasonable time provided the defaulting party diligently pursues curing the default.

ARTICLE IX

ASSIGNMENT

9.1 The GCWSA shall assign this Agreement and any or all of its rights, title and interest hereunder to Rural Development, or other lender, as security in connection with constructing or maintaining the Water System Improvements, with the County's prior written consent, which consent shall not be unreasonably withheld or delayed. All covenants, terms,

conditions, and provisions of this Agreement shall extend to and be binding upon any successors and assigns to the Parties hereto.

a. This Agreement, and any or all of its rights, title and interest is hereby assigned to Rural Development as additional security for its loans.

9.2 **Cooperation with Lenders**. The County shall cooperate with the GCWSA and Rural Development, or other GCWSA lenders, to execute and deliver estoppel agreements, assignments and other documents required by Rural Development or other lenders to protect a security interest, providing that such documents do not adversely change the rights and obligations of the County.

ARTICLE X

NOTICES

10.1 **Notices.** All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered personally or sent by electronic means, by nationally recognized express-type courier service requiring delivery receipts, or postage prepaid by U. S. Mail, return receipt requested, as follows:

Greensville County:

1781 Greensville County Circle
Emporia, VA 23847
Attention: County Administrator

With a copy to:

Greensville County
1781 Greensville County Circle
Emporia, VA 23847
Attention: County Attorney

GCWSA:

1781 Greensville County Circle
Emporia, VA 23847
Attention: Director

Notices shall be deemed received by the addressee on the day of actual receipt unless such day is not a business day (i.e., Monday through Friday, excluding holidays recognized by the Commonwealth of Virginia or the government of the United States), in which case such notice shall be deemed to have been received on the next business day. However, if such notice is received after 5:00 pm on a business day it shall be deemed delivered the next business day. Changes of address or addressees for notice shall comply with this **Section 10.1.**

ARTICLE XI

MISCELLANEOUS

11.1 **No Waiver**. The waiver by any Party of any failure on the part of any other Party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

11.2 **Dispute Resolution**. In the event of any dispute between or among the Parties arising out of or in connection with this Agreement, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve such dispute within a reasonable time (not to exceed ninety days), then any Party may submit such dispute to non-binding mediation. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the parties shall be free to pursue any right or remedy available to them under applicable law.

11.3 **Choice of Law and Venue.**

11.3.1 **Choice of Law.** This Agreement, and all amendments and modifications hereof, and all documents and instruments executed and delivered pursuant hereto or in connection herewith, shall be governed by and construed and enforced in accordance with the internal laws and codes of the Commonwealth of Virginia, without regard to its principles of conflict of laws.

11.3.2 **Venue**. All judicial actions or proceedings brought against a Party with respect to this Agreement shall be brought in the circuit court of Greensville County, and by its execution and delivery of this Agreement, each Party accepts, generally and unconditionally, the exclusive jurisdiction of the aforesaid state courts. Each Party irrevocably waives any objection (including any objection based upon the grounds of "forum non conveniens") that it now or hereafter may have to the bringing or prosecution of any such action or proceeding with respect to this Agreement or the documents and instruments contemplated hereby in the Commonwealth of Virginia.

11.3.3 **Waiver of Jury Trial**. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each Party hereby irrevocably and unconditionally waives any and all rights IT may have to a trial by jury in respect of any litigation resulting from, arising out of or relating to this Agreement or the transactions contemplated hereby.

11.4 **Limitation of Liability**. Notwithstanding anything to the contrary in this Agreement, whether as a result of breach of contract or tort, including negligence, strict liability or otherwise, neither Party hereto shall be liable for indirect, special, incidental, punitive, consequential, or exemplary damages, including loss of profits or revenue, loss of use, cost of

capital, down time costs, loss of opportunity, loss of goodwill and/or claims of customers of the other Party for such damages, and each Party hereby waives any right to the same and releases the other Party for such damages.

11.5 **Entire Agreement; Amendment**. This Agreement sets forth the full and complete understanding of the Parties with respect to the subject matter hereof as of the Effective Date, and supersedes any and all agreements and representations (oral or written) made or dated prior thereto. After the Effective Date, this Agreement may be supplemented and amended only by written agreement signed by authorized representatives of the Parties, and any proposed supplement or amendment made to the contrary shall be void *ab initio*.

11.6 **Headings; Usage of Certain Words**. The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

11.7 **Rules of Construction**. Each Party has reviewed and discussed this Agreement with counsel and agrees that this Agreement shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

11.8 **Severability**. In the event that any provision of this Agreement or the documents and instruments contemplated hereby is held by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement to give effect to the intentions of the Parties to the maximum extent practicable. The other terms of this Agreement shall remain in full force and effect.

11.9 **Counterparts**. The Parties may sign this Agreement in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the date first written above.

GREENSVILLE COUNTY

By: _____
Name: Peggy R. Wiley
Title: Chairman, Board of Supervisors

GREENSVILLE COUNTY WATER AND SEWER AUTHORITY

By: _____
Name:
Title: