

**A G E N D A**  
**JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS**  
**REGULAR MEETING**  
**County Government Center Board Room**  
**101 Mounts Bay Road, Williamsburg, VA 23185**  
**September 11, 2018**  
**5:00 PM**

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**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PUBLIC COMMENT**

**D. CONSENT CALENDAR**

1. Minutes Adoption - August 14, 2018 Regular Meeting
2. Water Sampling Rebate Program

**E. PUBLIC HEARING(S)**

**F. BOARD CONSIDERATION(S)**

1. First Amendment to 2014 Hybrid Sewer Plan - Memorandum of Agreement

**G. BOARD REQUESTS AND DIRECTIVES**

**H. GENERAL MANAGER'S UPDATE**

**I. ADJOURNMENT**

1. Adjourn until 5 p.m. on October 9, 2018 for the Regular Meeting

**ITEM SUMMARY**

DATE: 9/11/2018  
TO: The Board of Directors  
FROM: Teresa J. Fellows, Deputy Secretary  
SUBJECT: Minutes Adoption - August 14, 2018 Regular Meeting

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**ATTACHMENTS:**

	Description	Type
📎	081418 BOD Minutes	Minutes

**REVIEWERS:**

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/4/2018 - 1:43 PM

**MINUTES**  
**JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS**  
**REGULAR MEETING**  
**County Government Center Board Room**  
**101 Mounts Bay Road, Williamsburg, VA 23185**  
**August 14, 2018**  
**5:00 PM**

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**A. CALL TO ORDER**

**B. ROLL CALL**

Michael J. Hipple, Vice Chairman, Powhatan District  
John J. McGlennon, Roberts District  
James O. Icenhour, Jr., Jamestown District  
Ruth M. Larson, Berkeley District  
P. Sue Sadler, Chairman, Stonehouse District

William C. Porter, Interim County Administrator  
Adam R. Kinsman, County Attorney  
M. Douglas Powell, General Manager

**C. PUBLIC COMMENT**

None

**D. CONSENT CALENDAR**

A motion to Approve was made by John McGlennon, the motion result was Passed.  
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0  
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

1. Minutes Adoption - July 10, 2018, Regular Meeting and July 24, 2018, Joint Work Session
2. Formal Acceptance of Water and Sewer Systems - Fiscal Year 2018

**E. PUBLIC HEARING(S)**

None

**F. BOARD CONSIDERATION(S)**

None

**G. BOARD REQUESTS AND DIRECTIVES**

Mr. McGlennon expressed his thanks to Mr. Powell for the invitation to the James City Service Authority (JCSA) annual Safety and Award Luncheon and commented that it was an outstanding event that allowed Board members the opportunity to witness the high level of spirit, engagement and enthusiasm as well as a chance to get to know some of the JCSA employees.

Mr. Hipple commented that the amount of time some of the employees had performed in their jobs without having a safety incident was something to be proud of and an amazing achievement.

Ms. Sadler noted that the safety record was a testament to the leadership and encouragement Mr. Powell maintained with the JCSA employees. She commented that it was a great event with everyone seeming pleased to attend.

Mr. Powell expressed his gratitude and noted the Board member's presence was very much appreciated.

The Board expressed its congratulations to Mr. Steven Price, the JCSA Employee of the Year.

## **H. GENERAL MANAGER'S UPDATE**

### **1. August Update**

Mr. Powell stated that there was a new and improved link on the JCSA website for customers to submit their submeter readings and noted readings could still be submitted through the Hampton Roads Utility Billing Service, commonly referred to as HRUBS, if preferred. He further noted that the ability to email submeter readings would vanish at the end of December 2018. He briefly discussed a "before and after" photo regarding two new positions mostly dedicated to a valve and hydrant program funded during the budget process; however, the visual aid was not working correctly this evening and therefore he elected to save it for the next JCSA meeting.

General discussion ensued regarding this issue.

## **I. ADJOURNMENT**

### **1. Adjourn until 5 p.m. on September 11, 2018, for the Regular Meeting**

A motion to Adjourn was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

At approximately 6:21 p.m., Ms. Sadler adjourned the Board of Directors.

**ITEM SUMMARY**

DATE: 9/11/2018  
TO: The Board of Directors  
FROM: M. Douglas Powell, General Manager  
SUBJECT: Water Sampling Rebate Program

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**ATTACHMENTS:**

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

**REVIEWERS:**

Department	Reviewer	Action	Date
James City Service Authority	Powell, Doug	Approved	8/22/2018 - 4:50 PM
Publication Management	Daniel, Martha	Approved	8/22/2018 - 4:57 PM
Legal Review	Kinsman, Adam	Approved	8/27/2018 - 9:26 AM
Board Secretary	Fellows, Teresa	Approved	8/27/2018 - 3:17 PM
Board Secretary	Purse, Jason	Approved	9/4/2018 - 3:02 PM
Board Secretary	Fellows, Teresa	Approved	9/4/2018 - 3:41 PM

## MEMORANDUM

DATE: September 11, 2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Water Sampling Rebate Program

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The United States Environmental Protection Agency and the Virginia Department of Health require James City Service Authority (JCSA) to have a water testing program for lead and copper. Samples must be obtained from a customer's cold water tap in either the kitchen or bathroom after no water use for at least six hours. The sampling frequency varies from six months to three years depending on which of the JCSA's nine water systems is being tested.

The current sampling program has 70 customer volunteers. It has become increasingly difficult to retain volunteers and coordinate sample pickups. The attached resolution authorizes creation of a \$25 rebate incentive program to retain volunteers and encourage timely sampling. Volunteers would receive the rebate form along with the sampling documentation, return the completed rebate form along with the sample to JCSA staff and receive payment by check.

Staff recommends approval of the attached resolution.

MDP/nb  
WtrSmpRebate-mem

Attachment

**RESOLUTION**

**WATER SAMPLING REBATE PROGRAM**

WHEREAS, the United States Environmental Protection Agency and the Virginia Department of Health require James City Service Authority (JCSA) to have a water testing program for lead and copper using customer volunteers; and

WHEREAS, a \$25 rebate incentive program will assist with retaining volunteers and encourage timely sampling.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the creation of the Water Sampling Rebate Program.

\_\_\_\_\_  
P. Sue Sadler  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Teresa J. Fellows  
Deputy Secretary to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____
SADLER	_____	_____	_____

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 11th day of September, 2018.

WtrSmpRebate-res

**ITEM SUMMARY**

DATE: 9/11/2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager

SUBJECT: First Amendment to 2014 Hybrid Sewer Plan - Memorandum of Agreement

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**ATTACHMENTS:**

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution
☐	Original MOA	Exhibit
☐	MOA with Amendment	Exhibit

**REVIEWERS:**

Department	Reviewer	Action	Date
James City Service Authority	Powell, Doug	Approved	8/22/2018 - 3:48 PM
Publication Management	Daniel, Martha	Approved	8/22/2018 - 4:02 PM
Legal Review	Kinsman, Adam	Approved	8/27/2018 - 9:24 AM
Board Secretary	Fellows, Teresa	Approved	8/27/2018 - 3:08 PM
Board Secretary	Purse, Jason	Approved	9/4/2018 - 3:01 PM
Board Secretary	Fellows, Teresa	Approved	9/4/2018 - 3:40 PM



## MEMORANDUM

DATE: September 11, 2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: First Amendment to 2014 Hybrid Sewer Plan Memorandum of Agreement

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In 2007 the Board authorized the James City Service Authority (JCSA) to enter into a Consent Agreement with the Virginia Department of Environmental Quality to address sewer system overflows. Thirteen other Hampton Roads localities entered into similar agreements during the same timeframe. On February 25, 2014, the Board approved a Hybrid Sewer Plan Memorandum of Agreement (MOA) with Hampton Roads Sanitation District (HRSD) and these localities.

Under this MOA, HRSD is responsible for implementing the Regional Wet Weather Management Plan (RWWMP) to reduce sewer overflows through a combination of rehabilitation projects to repair deteriorated infrastructure and capacity projects to increase the size of treatment facilities. In addition, HRSD assumed liability for wet weather sewer overflows due to inadequate capacity upon completion of the construction and rehabilitation work identified in the RWWMP, estimated to be around 2043. JCSA is responsible for monitoring and maintaining the local sewer system to Consent Agreement standards.

An MOA amendment is needed due to the integrated plan HRSD submitted to satisfy the requirements of the Consent Agreement. Under this plan HRSD will perform priority wet weather work between 2018 and 2030. At the same time HRSD will implement the \$1 billion Sustainable Water Initiative for Tomorrow groundwater replenishment project. In 2028, HRSD has proposed to revisit the regional wet weather capacity needs and submit a final plan in 2030. Depending on the final plan, completion of wet weather work will likely extend beyond 2053. Given the updated schedule, HRSD is willing to accept responsibility and liability for all regional wet weather overflows earlier than proposed in the original MOA. The amendment is required to transfer this liability to HRSD upon approval of the integrated plan (2019) rather than upon completion of the implementation of the RWWMP (2053+). The amendment adds a broad definition of a capacity related overflow and states HRSD and the localities will jointly investigate suspected overflows. HRSD executed the MOA amendment on April 18, 2018.

Staff recommends approval of the attached resolution authorizing the General Manager to execute the attached First Amendment to the 2014 Hybrid Sewer Plan Memorandum of Agreement.

MDP/nb  
MOA-2014HybridSP-mem

Attachment

**RESOLUTION**

**FIRST AMENDMENT TO 2014 HYBRID SEWER PLAN**

**MEMORANDUM OF AGREEMENT**

WHEREAS, in 2007 the Board authorized the James City Service Authority (JCSA) to enter into a Consent Agreement with the Virginia Department of Environmental Quality and 13 other Hampton Roads localities to address sewer system overflows; and

WHEREAS, on February 25, 2014, the Board approved a Hybrid Sewer Plan Memorandum of Agreement (MOA) with Hampton Roads Sanitation District (HRSD) and these localities whereby HRSD assumed liability for wet weather sewer overflows due to inadequate capacity upon completion of the regional construction and rehabilitation work estimated to be around 2043; and

WHEREAS, with the implementation of the Sustainable Water Initiative for Tomorrow groundwater replenishment project and extended schedule for completion of the regional construction and rehabilitation work an MOA amendment is required to transfer this liability to HRSD at an earlier date.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the General Manager to execute the attached First Amendment to the Memorandum of Agreement.

\_\_\_\_\_  
P. Sue Sadler  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Teresa J. Fellows  
Deputy Secretary to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____
SADLER	_____	_____	_____

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 11th day of September, 2018.

MOA-2014HybridSP-res

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into on this 10 day of <sup>March</sup> February, 2014, by and among the Hampton Roads Sanitation District ("HRSD"); and the cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; and the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority (each a "Locality" and collectively, the "Localities").

WHEREAS, HRSD provides wastewater transmission and treatment services for the Localities;

WHEREAS, the Localities individually own and operate sanitary sewer collection systems, which collect sewage within their individual jurisdictional boundaries and deliver it to the HRSD sewer system for conveyance and treatment;

WHEREAS, to address regional wet weather sewer capacity requirements, on February 23, 2010, HRSD, the Virginia Department of Environmental Quality and the United States Environmental Protection Agency entered into a Federal Consent Decree;

WHEREAS, the Federal Consent Decree requires, among other things, that HRSD work in consultation with the Localities to develop a Regional Wet Weather Management Plan ("RWWMP") that will ensure adequate wet weather sewer capacity in HRSD's portion of the regional sewer system;

WHEREAS, on June 25, 2012, HRSD, the Localities (excluding Norfolk), and the Commonwealth of Virginia executed an Amendment to the September 26, 2007 Special Order By Consent that requires the Localities (excluding Norfolk) and HRSD to, among other things, develop a RWWMP identical to the plan called for in the Federal Consent Decree;

WHEREAS, on March 17, 2005, HRSD, Norfolk and the Commonwealth of Virginia executed a second phase to the December 17, 2001 Special Order by Consent (collectively, the "Norfolk/HRSD Consent Orders") that required HRSD and Norfolk, to among other things, address wet weather issues in the City of Norfolk with a Long Term Control Plan requiring a minimum annual investment in sewer infrastructure;

WHEREAS, pursuant to the Norfolk/HRSD Consent Orders, the City of Norfolk has made significant financial investments of over \$100 million, though additional capacity-related investments in the Norfolk sewer system are expected as part of further implementation of the Norfolk/HRSD Consent Order (the "Norfolk/HRSD Consent Order Capacity Projects");

WHEREAS, substantial additional wet weather capacity-related investments in the Norfolk sewer system will still be required to achieve the regional wet weather management capacity requirements in the approved RWWMP (the "Norfolk System RWWMP Projects");

WHEREAS, during the ongoing planning for the RWWMP, HRSD and the Localities conducted a study to determine if HRSD ownership of the Localities' sewer systems would provide significant capital and operational cost savings to the region's ratepayers under the RWWMP;

WHEREAS, the regional study was completed in the summer of 2013 and estimated that HRSD ownership of the regional sewers could potentially save the overall region's ratepayers more than one billion dollars over a 30-year period in capital and operation/maintenance costs as compared to a scenario where HRSD and the Localities independently seek to address wet weather capacity needs, although the amount of savings varied significantly among the Localities;

WHEREAS, full regionalization of the Localities' sewer systems is unlikely at this time for a variety of reasons;

WHEREAS, a significant portion of the estimated savings from full regionalization can still be obtained for the benefit of the region's ratepayers if HRSD agrees to take sole responsibility for financing and implementing the approved RWWMP across the entire regional sewer system; and

WHEREAS, if HRSD assumes sole responsibility for funding and implementing the approved RWWMP, HRSD will have to raise its regional rates in order to fund the cost of the approved RWWMP, and each Locality which is a party hereto acknowledges that such rate increases will be necessary in order to achieve the more affordable and cost-effective RWWMP (which each Locality will have the opportunity to provide input into and to challenge if it believes the RWWMP is not an affordable and cost-effective approach);

NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations contained herein, HRSD and the Localities do hereby enter into this Agreement for the purpose of defining the roles, responsibilities, and obligations of HRSD and the Localities for the development, financing, and implementation of the RWWMP and the assurance of adequate wet weather sewer capacity in the Regional Sanitary Sewer System in the future.

#### **A. DEFINITIONS**

"2007 MOA" means the Memorandum of Agreement dated June 28, 2007, by and among HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

"Board" means the State Water Control Board, a permanent citizens body of the Commonwealth of Virginia as described in Virginia Code §§ 62.1-44.7 and 10.1-1184.

"DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Virginia Code §10.1-1183.

"EPA" means the United States Environmental Protection Agency.

"Federal Consent Decree" means the Amended Consent Decree filed in the United States District Court for the Eastern District of Virginia on February 23, 2010 (Civil Action No. 2:09cv-481), and any subsequent amendments thereto.

"Party" or "Parties" means one or more signatories to this Agreement.

"Regional Sanitary Sewer System" means the collective sanitary sewer systems owned and operated by HRSD and the Localities, including gravity sewer lines, manholes, pump stations, lift stations, pressure reducing stations, force mains, wastewater treatment plants, and all associated appurtenances.

"Special Order By Consent" means the special order by consent dated September 26, 2007, and any subsequent amendments thereto, by and among the Board and HRSD; the cities of Chesapeake, Hampton, Newport News, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority.

"Significant Defect" means a physical condition in the sanitary sewer system owned or

operated by a Locality, including: (i) existing or imminent structural failures, cave-ins, and similar defects and (ii) significant sources of inflow and infiltration (including but not limited to missing and/or damaged public clean-outs, missing manhole inserts, direct storm water connections, and unsealed manhole pipe penetrations).

“Warranties” means any warranties and/or rights under bonds or similar instruments securing or assuring the quality, adequacy or timeliness of the design, materials, installation or construction of any improvements conveyed by HRSD to a Locality as contemplated in this Agreement.

## **B. ROLES AND RESPONSIBILITIES**

### 1. HRSD agrees to:

a. In consultation with the Localities: Develop a reasonably affordable and cost-effective RWWMP, including the Norfolk System RWWMP Projects, in accordance with this Agreement and Paragraph 10 of the Federal Consent Decree, to achieve the wet weather capacity requirements of the Federal Consent Decree for the affected portions of the Regional Sanitary Sewer System including the Norfolk sewer system.

b. Implement the approved RWWMP in accordance with the approved RWWMP long-term schedule;

c. Design and construct all RWWMP projects in accordance with HRSD Standards and Preferences, the applicable portions of the Hampton Roads Planning District Commission Regional Construction Standards, and Locality preferences, policies, or guidelines with respect to operation and maintenance issues where such preferences, policies, or guidelines have been established and are broadly applied by the Locality;

d. Fully fund implementation of the RWWMP regardless of asset ownership through a regional HRSD rate applied equally across all HRSD accounts in the Localities;

e. Upon full implementation of the applicable RWWMP facilities for each HRSD treatment plant service area and the successful completion of the Post-RWWMP Performance Assessment for that service area, HRSD shall be responsible for ensuring and maintaining adequate wet weather capacity for those portions of the Regional Sanitary Sewer System in that service area, whether owned or operated by HRSD or a Locality, up to the applicable capacity level defined in the approved RWWMP;

f. Maintain a flow monitoring program in accordance with the Federal Consent Decree;

g. Investigate, in cooperation with affected Localities, any sanitary sewer overflow where system capacity is reasonably suspected of being a contributing cause or the sole cause of such overflow to determine the actual cause or causes (in support of such inquiry, HRSD shall make available to Localities in a timely manner, upon request, any potentially relevant information it may have) and the appropriate response;

h. Provide to the applicable Locality complete copies of record drawings of improvements constructed by HRSD within that Locality pursuant to the RWWMP within thirty (30) days of completion or amendment of such drawings;

i. Convey to each Locality improvements which HRSD may install or construct pursuant to the approved RWWMP, for addition or modification to the Locality’s sewer system;

j. Negotiate and obtain customary commercial Warranties for pavement and other project improvements in Locality systems and enforce such Warranties during warranty periods as necessary, provided that following such warranty period, any assets conveyed to a Locality are the sole responsibility of such Locality;

k. Make available to the Localities information HRSD uses in the development and implementation of the RWWMP and any other relevant information HRSD may have;

l. Comply with applicable Locality ordinances and other laws and regulations in the planning, design, and implementation of the RWWMP;

m. Assume regulatory liability for wet weather overflows occurring upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows;

n. Reimburse, to the extent permitted by law, any Locality for reasonable claims paid to any third-party resulting from wet weather overflows occurring upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows, provided that HRSD retains the right to assert governmental immunity as allowed by law if HRSD determines a claim is unreasonable or due to causes beyond HRSD's control;

o. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule;

p. Issue in a timely manner and in accordance with established processes any approvals, and timely execute any documents, necessary for implementation by a Locality of improvements or management, operations or maintenance measures as required by the RWWMP or contemplated by the Special Order by Consent, and not unreasonably withhold, condition or delay such approvals or execution of documents;

q. Support the modification of the Special Order by Consent between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

r. Consult with the Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

s. Cooperate with Localities when requested to incorporate other locally funded infrastructure improvements as part of any RWWMP project, provided that HRSD can do so consistent with the approved RWWMP schedule and HRSD's project-related costs do not increase by more than ten percent (10%) (a Locality may pay any amount of additional HRSD cost above the 10% threshold in order to satisfy this condition).

2. Each Locality agrees to:

a. Maintain and operate Locality-owned collection system assets and any improvements constructed by HRSD in Locality-owned assets as part of the RWWMP. This obligation shall be performed in accordance with any approved Management, Operations, and Maintenance program and industry accepted practices relating to sewer inspection, Sewer System Evaluation Survey work and repair of Significant Defects (not scheduled to be addressed by the



RWWMP within a reasonable period of time but excluding those for which HRSD is responsible under Section B.1.j above);

b. Provide full access to data, information and Locality-owned assets necessary for timely and cost-effective development of the RWWMP. This includes, but is not limited to, flow monitoring data, calibrated hydrologic models, long-term simulations, SSES data and results, Rehabilitation Plans and Preliminary Capacity Assessments including hydraulic models and related calculations;

c. Maintain and calibrate the existing locality-owned flow monitoring equipment (previously required by the Regional Technical Standards) and provide data at regular intervals in a mutually acceptable form, throughout the development of the RWWMP;

d. Provide staff and/or consultant resources to coordinate development and implementation of the approved RWWMP as it applies to each Locality in accordance with the approved RWWMP schedule, subject to appropriation, provided that in the event adequate resources are not appropriated, HRSD shall be relieved of its obligations under Section B.1.a with respect to consultation with the Localities and Section B.1.q of this Agreement;

e. Timely issue any Locality administrative permits in accordance with established processes and, subject to applicable law, timely execute any documents, as necessary for implementation of RWWMP-related improvements in that Locality, and not unreasonably withhold, condition or delay such permits or execution of documents;

f. Accommodate reasonable contractor requests for standard work hours and maintenance of traffic in accordance with existing Locality policies during implementation of RWWMP improvements within the Locality;

g. Support the modification of the September 26, 2007 Special Order by Consent, as amended, between DEQ, HRSD and the Localities consistent with the changes to the Federal Consent Decree;

h. Upon HRSD's request, provide a written letter of support for a modification of HRSD's Federal Consent Decree to establish HRSD's responsibilities consistent with this Agreement;

i. Cooperate with HRSD and the other Localities as necessary to facilitate the timely implementation of the approved RWWMP; and

j. Provide timely notice of and investigate, in cooperation with HRSD, all capacity-related sanitary sewer overflows.

## **C. REMEDIES AND RESERVATIONS OF RIGHTS**

1. If any Party shall fail to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, and said failure is not rectified or cured within thirty (30) days after receipt of written notice thereof from another Party, then the defaulting Party shall be deemed in breach of this Agreement; provided, however, that no Party shall have a right to issue a notice of default pursuant to this Section C.1 until the dispute resolution procedures set forth in Section C.2 below have been exhausted. The Parties agree that, in the event of a material breach of this Agreement, a non-defaulting Party, which is or would be harmed by the breach, may seek injunctive relief or specific performance of the defaulting Party's obligations without the requirement to post a bond. The Parties acknowledge that each Party's performance of its material

obligations is valuable and unique and that, for purposes of allowing the non-defaulting Party to seek injunctive relief, the failure of a Party to perform its material obligations hereunder may result in irreparable injury to the other Parties. Nothing in this Agreement shall be deemed to modify, alter, or otherwise affect such other rights and remedies as may be available to the Parties under applicable law or equity.

2. If any dispute arises with respect to the alleged failure of any Party to perform or observe any of the material terms, conditions, or provisions of this Agreement applicable to it, as a condition precedent to instituting a formal action in a court with competent jurisdiction, the parties shall first attempt to resolve the dispute through the dispute resolution procedures contained in this Section C.2. A Party may initiate the dispute resolution procedures of this Section C.2 by providing to the other Parties to the dispute written notice of the existence and nature of the dispute. Within thirty (30) days of such notice, the Parties to the dispute shall meet and attempt in good faith to resolve the dispute. Upon the request of any Party to the dispute, the Parties to the dispute shall participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties to the dispute, and the cost of the mediator shall be shared equally by those Parties engaged in the mediation. If the dispute cannot be resolved within sixty (60) days after receipt of written notice of the dispute or any reasonable extension as may be mutually agreed upon by the Parties, then any Party to the dispute may elect to end dispute resolution by providing written notice of such election to the other Parties to the dispute, in which case the dispute resolution procedures shall be deemed to have been exhausted. The dispute resolution procedures may also be deemed exhausted by written agreement of all the Parties to the dispute.

3. Nothing herein shall be construed as or otherwise constitute a waiver or release by any Party of any right, power, immunity, or standing of that Party that may exist pursuant to applicable law or regulation, including, without limitation, such right or standing to appeal or seek review of any case decision or other reviewable determination of the Board, DEQ, EPA, a Court having jurisdiction over the dispute, or any other agency or governmental body related to the matters addressed in this Agreement, the Federal Consent Decree, or the Special Order By Consent.

#### **D. MISCELLANEOUS**

1. Amendments to Agreement. Amendments to this Agreement must be in writing and signed by all the Parties.

2. Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto, including the 2007 MOA.

3. Severability. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

4. Authority. The Parties represent that they have the authority to enter into this Agreement and that the individuals signing this Agreement on their behalf have the requisite power and authority to bind the Parties to its terms and conditions. This Agreement shall apply to, and be binding upon the Parties, their elected officials, officers, agents, employees, successors, and assigns.

5. Reservation. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or otherwise affect the authority, rights, or responsibilities of the Parties.

6. Notices and Written Communications. All notices and written communication pursuant to this Agreement shall be submitted to the recipients listed in Attachment A. A Party may change its designated notice recipient by so informing all other Parties in writing.



7. Effective Date. This Agreement shall be effective and binding upon its execution by all Parties and shall continue in effect until terminated in accordance with Section D.11.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws and rules thereof.

9. Force Majeure. No Party shall be responsible for its failure to fulfill an obligation pursuant to this Agreement to the extent that such failure is due to acts of God; strikes; war or terrorism; the actions of a third party; the actions of another Party; lockouts; or other events not reasonably within the control of the Party claiming force majeure. A Party experiencing a force majeure event that prevents fulfillment of a material obligation hereunder shall (a) give the other Parties prompt written notice describing the particulars of the event; (b) suspend performance only to the extent and for the duration that is reasonably required by the force majeure event; (c) use reasonable efforts to overcome or mitigate the effects of such occurrence; and (d) promptly resume performance of the affected obligation if and when such Party is able to do so.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

11. Termination. This Agreement shall terminate (a) if the Motion to Amend the Federal Consent Decree contemplated herein is either not filed with the Court by May 31, 2014 or is filed but denied by the Court; (b) if the Federal Consent Decree is not amended as contemplated herein by August 31, 2014; (c) if the State Special Order by Consent is not, by December 31, 2014, either (1) rescinded in its entirety or (2) amended to relieve the Localities of any obligation to develop, fund, and implement the Regional Wet Weather Management Plan; or (d) upon the written agreement of all Parties. If this Agreement is terminated for any reason, except upon the agreement of HRSD, then HRSD reserves the right to assert a force majeure under the Federal Consent Decree.

12. Not for Benefit of Third Parties. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third party.

13. Binding Effect. This Agreement shall inure to the benefit of the Parties and shall, to the maximum extent permitted by law, be binding on the Parties and their successors and assigns.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the dates next to their respective signatures as shown below.

By: [Signature]  
Date: 2-27-2014  
Locality: City of Chesapeake

By: [Signature]  
J. Randall Wheeler  
Poquoson City Manager  
Date: 2/26/13  
Locality: City of Poquoson

By: [Signature]  
Date: February 25, 2014  
Locality: Gloucester County

By: [Signature]  
John L. Rowe, Jr., City Manager  
Date: FEB 26, 2014  
Locality: City Of Portsmouth

By: [Signature]  
Mary B. Bunting, City Manager  
Date: 2/18/2014  
Locality: City of Hampton

By: [Signature]  
Peter M. Stephenson  
Town Manager  
Date: 02/04/2014  
Locality: Town of Smithfield

adopted the 20th day of February, 2014.

[Signature]  
Byron B. Bailey, Chairman  
Isle of Wight County  
Board of Supervisors

By: [Signature]  
Selena Cuffee-Glehn, City Manager  
Date: 2/27/14  
Locality: City of Suffolk, Virginia

By: [Signature]  
Date: 2/26/2014  
Locality: JAMES CITY COUNTY

Date: 2.12.14  
By: [Signature]  
City Manager  
Locality: City of Williamsburg

Date: 2/14/14  
By: [Signature]  
City Manager  
Locality: City of Newport News

By: [Signature]  
James O. McReynolds  
County Administrator  
Date: 2-24-2014  
Locality: County of York

By: [Signature]  
City Manager  
Date: 3/10/14  
Locality: City of Norfolk

Date: 2/26/2014  
By: [Signature]  
General Manager  
Locality: HRSD

## **LIST OF SIGNATORIES**

CITY OF CHESAPEAKE

GLOUCESTER COUNTY

CITY OF HAMPTON

ISLE OF WIGHT COUNTY

JAMES CITY COUNTY

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

YORK COUNTY

TOWN OF SMITHFIELD

HAMPTON ROADS SANITATION DISTRICT

This listing of participants is followed by the signature page to be completed by each party.



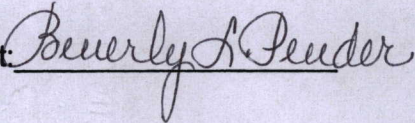
IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: 

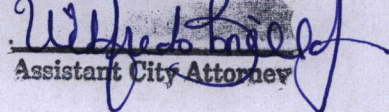
Date: 2-27-2014

Locality: City of Chesapeake

Date: 2-27-2014

Attest: 

Approved as to Form

  
Assistant City Attorney

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: Brenda H. Garton

Date: February 25, 2014

Locality: Gloucester County

Date: February 25, 2014

Attest: Patricia L. Conner

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: Mary B. Bunting  
Mary B. Bunting, City Manager

Date: 2/18/2014

Locality: City of Hampton

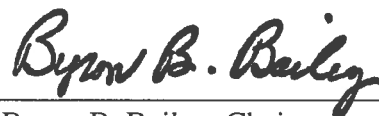
Date: 2/19/14

Attest: Katherine K. Glass  
Katherine K. Glass  
Clerk of Council

CITY OF HAMPTON  
OFFICE OF THE CITY ATTORNEY  
Approved as to legal form and sufficiency  
Date: 02.18.2014  
[Signature]  
Attorney



Approved by the Isle of Wight County Board of Supervisors at a regular meeting by motion duly adopted the 20<sup>th</sup> day of February, 2014.



---

Byron B. Bailey, Chairman  
Isle of Wight County  
Board of Supervisors

Attested:



---

Carey Mills Storm, Clerk

Approved as to form:



---

Mark C. Popovich, County Attorney

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: M. D. P. P. P.

Date: 2 / 26 / 2014

Locality: JAMES CITY COUNTY

Date: 2 / 26 / 2014

Attest: Lune Sellorff



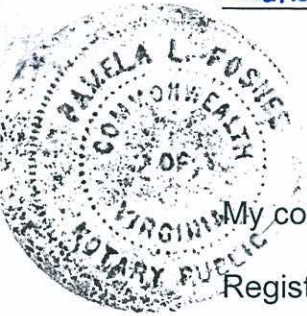
IN WITNESS WHEREOF, the City of Newport News has caused this Agreement to be executed by their duly authorized official as shown below:

Date: 2/14/14

By: James M. Bourey  
City Manager

Commonwealth of Virginia  
City of Newport News

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February by James M. Bourey, City Manager, on behalf of the City of Newport News. <sup>2014</sup>



Pam L Foshee  
Notary Public

My commission expires: 8-31-2014

Registration No: 299515

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney

ATTEST:

Thabel Washington Jenkins  
City Clerk

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: Marcus A. Jones  
City Manager

Date: 3/10/14

Locality: City of Norfolk

Date: 3/11/14

Attest: Robert J. [Signature]  
City Clerk

Contents Approved:

Kristen M. [Signature]  
Director of Utilities

Form & Correctness Approved:

[Signature]  
City Attorney

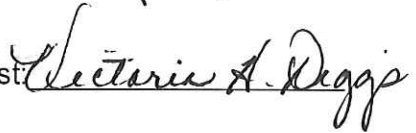
IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By:   
J. Randall Wheeler  
Poquoson City Manager

Date: 2/26/13

Locality: City of Poquoson

Date: 2/26/2014

Attest: 

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: John L. Rowe

John L. Rowe, Jr., City Manager

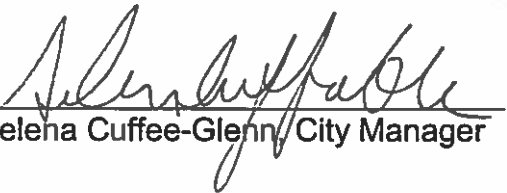
Date: FEB 26, 2014

Locality: City Of Portsmouth

Date: Feb 26, 2014

Attest: Debra Y. White

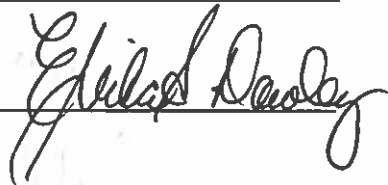
IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By:   
Selena Cuffee-Glenn, City Manager

Date: 2/27/14

Locality: City of Suffolk, Virginia

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

Attest: 

IN WITNESS WHEREOF, the City of Virginia Beach has caused this Agreement to be executed by their duly authorized official as shown below.

Date: 2.12.14

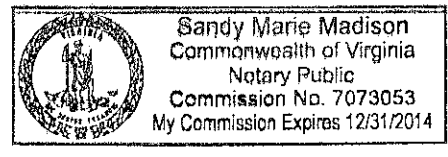
By: [Signature] DCM  
City Manager

Commonwealth of Virginia *Attest: [Signature]*  
City of Virginia Beach: *City Clerk*

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2014 by ~~James K. Spore~~, City Manager, on behalf of the City of Virginia Beach..  
*David L. Hansen, Deputy City Manager*

[Signature]  
Notary Public

My commission expires: 12-31-14




Approved as to Content:

Approved as to Legal Sufficiency:

[Signature]  
Dept. of Public Utilities

[Signature]  
City Attorney's Office

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: 

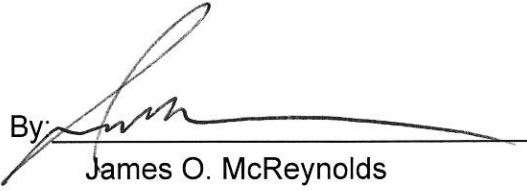
Date: 2/14/2014

Locality: City of Williamsburg

Date: 2/14/14

Attest: Dan Clayton, DIRPW

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By:   
James O. McReynolds  
County Administrator

Date: 2-24-2014

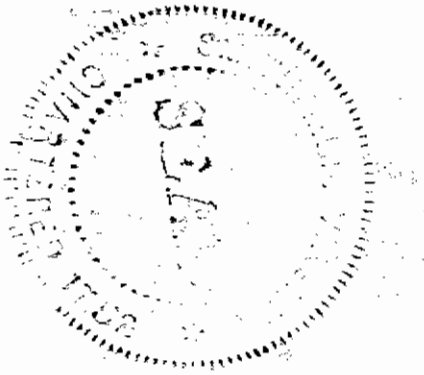
Locality: County of York

Date: 2-24-2014

Attest: 



IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.



By: *Peter M. Stephenson*  
Peter M. Stephenson  
Town Manager  
Date: 02/04/2014  
Locality: Town of Smithfield

Date: 2-4-14

Attest: *Lesley A. King*

IN WITNESS WHEREOF, HRSD has caused this Agreement to be executed by their duly authorized official as shown below.

Date: 2/26/2014

By:   
General Manager

Commonwealth of Virginia  
City/County of Virginia Beach

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2014 by Ted Henifin, General Manager of HRSD, on behalf of HRSD.

  
Notary Public

My commission expires: August 30, 2017



# ATTACHMENT A

## List of Individuals to Receive Notices Pursuant to Paragraph D.6:

Mr. James E. Baker  
City Manager  
City of Chesapeake  
306 Cedar Road, 6<sup>th</sup> Floor  
Chesapeake, VA 23328

Ms. Brenda G. Garton  
County Administrator  
Gloucester County  
6467 Main Street  
Gloucester, VA 23061-0329

Ms. Mary Bunting  
City Manager  
City of Hampton  
22 Lincoln Street  
Hampton, VA 23669

Ms. Anne Seward  
County Administrator  
Isle of Wight County  
17090 Monument Crescent, Suite 138  
Isle of Wight, VA 23397

Mr. Douglas Powell  
Interim County Administrator  
James City County  
101C Mounts Bay Rd  
Williamsburg, VA 23187-8784

Mr. Jim Bourey  
City Manager  
City of Newport News  
2400 Washington Avenue  
Newport News, VA 23607

Mr. Marcus Jones  
City Manager  
City of Norfolk  
1101 City Hall Building  
810 Union Street  
Norfolk, VA 23510

Mr. J. Randall Wheeler  
City Manager  
City of Poquoson  
500 City Hall Avenue  
Poquoson, VA 23662

Mr. John L. Rowe Jr.  
City Manager  
City of Portsmouth  
801 Crawford Street  
Portsmouth, VA 23704

Ms. Selena Cuffee-Glenn  
City Manager  
City of Suffolk  
PO Box 1858  
Suffolk, VA 23439

Mr. James K. Spore  
City Manager  
City of Virginia Beach  
2401 Courthouse Drive, Suite 243  
Virginia Beach, VA 23456

Mr. Jackson C. Tuttle II  
City Manager  
City of Williamsburg  
401 Lafayette Street, Suite 202  
Williamsburg, VA 23185

Mr. James O. McReynolds  
County Administrator  
York County  
224 Ballard Street  
Yorktown, VA 23690

Mr. Peter M. Stephenson AICP  
Town Manager  
Town of Smithfield  
315 Main Street  
Smithfield, VA 23431

Mr. Edward G. Henifin  
Hampton Roads Sanitation District  
PO Box 5911  
Virginia Beach, VA 23471

**FIRST AMENDMENT TO  
MEMORANDUM OF AGREEMENT**

This First Amendment modifies the Memorandum of Agreement (“Agreement”) entered into on the 10th day of March, 2014, by and among the Hampton Roads Sanitation District (“HRSD”); and the cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg; the Town of Smithfield; and the counties of Gloucester, Isle of Wight, and York; and the James City Service Authority (each a “Locality” and collectively, the “Localities”).

WHEREAS, the HRSD and the Localities entered into the Agreement for the purpose of realizing the substantial savings for all parties, collectively, that would be obtained by HRSD assuming sole responsibility for financing and implementing an approved Regional Wet Weather Management Plan (“RWWMP”) across the entire region;

WHEREAS, the Agreement sets forth the respective responsibilities of HRSD and the Localities regarding the construction, expansion, operation, and maintenance of the Regional Sanitary Sewer Systems, including that the Localities would remain responsible for conducting the operation and maintenance of their respective systems in accordance with an approved Management, Operations, and Maintenance program and HRSD would assume responsibility for developing, financing, and implementing the RWWMP in the Regional Sanitary Sewer System;

WHEREAS, upon the completion of the RWWMP implementation, HRSD agreed to assume the Localities’ regulatory liability for any wet weather overflows that are determined to result from lack of adequate capacity as defined in the approved RWWMP;

WHEREAS, HRSD is presently undertaking the Sustainable Water Initiative for Tomorrow (“SWIFT”) project, which entails treating water that would otherwise be discharged to the Chesapeake Bay watershed to drinking water standards and adding it to the Potomac aquifer, thereby providing important human health and environment benefits to the region, including reducing the amounts of nutrients and sediment discharged to the Chesapeake Bay, replenishing the region’s stressed groundwater supplies, and slowing or reversing land subsidence related to aquifer compaction;

WHEREAS, on February 21, 2017, the Federal Consent Decree was amended to authorize HRSD to incorporate integrated planning elements in the RWWMP that allow for the prioritization of the SWIFT project over wet weather capacity projects provided that doing so will provide greater human health or environmental benefits to the region;

WHEREAS, on September 29, 2017, HRSD submitted an RWWMP to the U.S. Environmental Protection Agency (“EPA”) and Virginia Department of Environmental Protection (“DEQ”), which prioritizes the implementation of the SWIFT project, in concert with certain high priority wet weather capacity projects, and, consistent with prudent adaptive management principles, reserves the development of a plan for any additional wet weather capacity actions that may be necessary for a Final Measures Plan to be submitted to EPA and DEQ in 2030;

WHEREAS, HRSD and the Localities desire to amend the Agreement to better conform to the RWWMP dated September 29, 2017 by accelerating the date HRSD will assume regulatory liability for wet weather overflows from the Regional Sanitary Sewer System and reaffirming the Localities' continuing obligation to properly maintain their respective systems.

NOW, THEREFORE, pursuant to Section D.1 of the Agreement, HRSD and the Localities do hereby agree to amend the Agreement as follows.

**A. REVISIONS TO THE AGREEMENT**

1. The following definition is inserted in Section A:

“Wet Weather Overflows” means capacity-related overflows from the Regional Sanitary Sewer System that result from unusually high flows caused by infiltration and/or inflow and not attributed to mechanical or electrical failure, third-party damage, extreme weather events, or similar conditions beyond the hydraulic capacity of the Regional Sanitary Sewer System. Capacity-related overflows specifically exclude those caused in whole or in part by build-ups of debris, sediment, and/or grease that reduce the hydraulic capacity of the system and that can be mitigated through proper operations and maintenance of the system.

2. Subsections e., m., and n. of Section B.1 are amended as follows:

e. Upon approval by the United States District Court for the Eastern District of Virginia (the “Court”) of an amendment to the Federal Consent Decree to adopt the RWWMP approved by EPA and DEQ ~~EPA full implementation of the applicable RWWMP facilities for each HRSD treatment plant service area and the successful completion of the Post RWWMP Performance Assessment for that service area,~~ HRSD shall be responsible for wet weather capacity for those ~~portions of the Regional Sanitary Sewer System in that service area,~~ whether owned or operated by HRSD or a Locality, as further specified in this Section B.1 up to the applicable capacity level defined in the approved RWWMP;

....

m. Assume regulatory liability for Wet Weather Overflows occurring within the Regional Sewer System following approval by the Court ~~completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows;~~

n. Reimburse, to the extent permitted by law, any Locality for reasonable claims paid to any third party resulting from Wet Weather Overflows occurring

~~on or after the date of the approval of the RWWMP by the Court upon completion of the RWWMP implementation (including the Post RWWMP Implementation Performance Assessment) and which are determined to result from lack of adequate capacity as defined in the RWWMP for such sanitary sewer overflows, provided that HRSD retains the right to assert governmental immunity and/or other applicable defenses as allowed by law if HRSD determines a claim is unreasonable or due to causes beyond HRSD's control;~~

3. The following subsection k. is added to the end of Section B.2:

k. Refrain from requesting or petitioning the Board or DEQ to terminate the Special Order By Consent (December 19, 2014) in accordance with Section E.12 of the same, or consenting to a modification of the Special Order By Consent that eliminates or materially alters the Locality's obligation to implement a Management, Operations, and Maintenance program in accordance with Section D of the same, unless prior written consent to such termination or modification is provided by HRSD.

## **B. MISCELLANEOUS PROVISIONS**

1. Effective Date for this First Amendment. This amendment shall become effective as of the date (1) all Parties provide written assent to this First Amendment and (2) the Court approves an amendment to the Federal Consent Decree that adopts the RWWMP approved by EPA and DEQ, whichever occurs later.

2. Rescission of this First Amendment. It is an express assumption and condition of this First Amendment that the RWWMP submitted by HRSD on September 29, 2017 will be approved by EPA and DEQ and will be incorporated into the Federal Consent Decree through an amendment approved by the Court. If (1) HRSD is compelled by action of EPA, DEQ, and/or the Court to submit a revised RWWMP that is materially different from the RWWMP dated September 29, 2017, and such revised RWWMP is thereafter approved by the Court or (2) the Court imposes an alternate RWWMP on HRSD, HRSD may, at its discretion, notify all Localities in writing within thirty (30) days of such approval/imposition of a materially different RWWMP. Provided such notification states HRSD's intent to rescind the First Amendment in accordance with this section, it will have the effect of rescinding this First Amendment in its entirety. In that case, the Agreement will continue in effect as if this First Amendment were never executed.

3. Remainder of Agreement Unaffected. Except as stated in Section A of this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Parties express their assent to this First Amendment by the signatures of their duly authorized officials as of the dates next to their respective signatures as shown below.

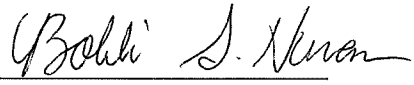
[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

HRSD

By:   
Edward G. Henifin, P.E.

Date: 4/12/2018

Attest: 



BOBBI SUZANNE HERMANS  
NOTARY PUBLIC - Reg. #7684327  
COMMONWEALTH OF VIRGINIA

COMMISSION EXPIRES NOVEMBER 30, 2020

**(ELECTRONIC SIGNATURES OF ALL PARTIES TO THE AGREEMENT WILL BE CONSOLIDATED ON THIS PAGE IN THE FINAL DOCUMENT)**

## **LIST OF SIGNATORIES**

CITY OF CHESAPEAKE

GLOUCESTER COUNTY

CITY OF HAMPTON

ISLE OF WIGHT COUNTY

JAMES CITY COUNTY

CITY OF NEWPORT NEWS

CITY OF NORFOLK

CITY OF POQUOSON

CITY OF PORTSMOUTH

CITY OF SUFFOLK

CITY OF VIRGINIA BEACH

CITY OF WILLIAMSBURG

YORK COUNTY

TOWN OF SMITHFIELD

HAMPTON ROADS SANITATION DISTRICT

This listing of participants is followed by the signature page to be completed by each party.



IN WITNESS WHEREOF, the Party has caused this Agreement to be executed by their duly authorized officials as shown below.

By: \_\_\_\_\_

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

Locality: \_\_\_\_\_

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

Attest: \_\_\_\_\_

**ITEM SUMMARY**

DATE: 9/11/2018

TO: The Board of Directors

FROM: Teresa J. Fellows, Deputy Secretary

SUBJECT: Adjourn until 5 p.m. on October 9, 2018 for the Regular Meeting

---

**REVIEWERS:**

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/4/2018 - 1:45 PM