Vienna Utility Board
210 60th Street
Vienna, WV 26105
August 21, 2020
1:00 PM
AGENDA

I. Public Forum

II. Call to Order / Pledge of Allegiance

III. Roll Call

IV. Report of Minutes

V. Unfinished Business
   A. Water Quality Testing
   B. Stormwater Management Plan

VI. New Business
   A. Vienna Utility Board / Central Boaz PSD Repayment Plan.

VII. Manager’s Report

VIII. Utility Board Comments

Next regular meeting: Friday September 18, 2020 @ 1:00 PM Location: 210 60th Street Vienna, WV 26105
July 14, 2020

Craig Metz
City of Vienna Public Works Director
210 60th Street
Vienna, WV 26105
e-mail: cm@vienna-wv.com

City of Vienna - PFOA Analytical Results
June 2020 Monitoring

Dear Mr. Metz:

The City of Vienna Public Water Service currently receives water from three well fields, a northern well field location (wells 11 through 14), a central well field location (wells 7 and 8), and a southern well field location (wells 9 and 10). Granular Activated Carbon (GAC) treatment systems were installed at the northern well field, central well field, and the southern well field to remove perfluorooctanoic acid (PFOA) from the well field water. The northern GAC system (identified as VPSD or VPSD1) became operational in August 2016 and utilizes two Calgon Model 10 units that contain two GAC carbon beds each (lead and lag bed). The southern GAC system (identified as VPSD2) became operational in October 2016 and utilizes two Calgon Model 10 units that contain two GAC beds each (lead and lag bed). The central GAC system (identified as VPSD3) became operational in October 2019 and utilizes one Calgon Model 10 unit that contain two GAC beds each (lead and lag bed).

Monthly monitoring of PFOA began at several points in the VPSD1, VPSD2, and VPSD3 GAC systems once the GAC systems were operational. Monitored points include the influent to the Model 10 units and the effluent from each of the two carbon beds. The influent and effluent samples are analyzed for PFOA and non-detect results are reported as less than the reporting limit.

The June 2020 monthly monitoring events for VPSD1, VPSD2, and VPSD3 were conducted on June 22, 2020. Attached are the results sheets for the above described monitoring of VPSD1, VPSD2, and VPSD3. Please contact me at (302) 773-1289 if you have any questions.

Sincerely,

Andrew S. Hartten
Principal Remediation Project Manager
Chemours Corporate Remediation Group

Attachments

cc: Yogesh Patel, WVDEP email: yogesh.p.patel@wv.gov
    Patrick Murphy, WVOEHS email: Patrick.M.Murphy@wv.gov
    randy.rapp@Vienna-wv.com
    File (509038) (electronic copy)
Method 537.1: Perfluorinated Alkyl Acids (LC/MS)

<table>
<thead>
<tr>
<th>The Chemours Company FC, LLC Sample ID</th>
<th>Eurofins Sample ID</th>
<th>Collection Date/Time</th>
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<th>Analysis Date</th>
<th>Analyte</th>
<th>Result (ug/L)</th>
<th>Reporting Limit</th>
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**DEFINITIONS:**

ug/L = micrograms per liter (parts per billion).

ug/kg = micrograms per kilogram (parts per billion).

< = less than the stated value.

**FOR SAMPLES ANALYZED IN DUPLICATE, THE RESULTS ARE CALCULATED ACCORDING TO THE FOLLOWING CRITERIA:**

If the sample and laboratory duplicate are both greater than or equal to 5X their RL and the relative percent difference (RPD) is less than or equal to 20, the average value is reported. If the RPD is greater than 20, the higher value is reported. If the sample or laboratory duplicate is less than 5X their RL, and the absolute difference between the sample and laboratory duplicate is less than or equal to the sample RL, the average value is reported. If the absolute difference is greater than the sample RL, the higher value is reported. If the sample or the duplicate is greater than or equal to their RL and the other is less than its RL, the higher value is reported. If the sample and duplicate are both less than their RL, the lowest RL is reported.

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**MATRIX SPIKE RECOVERIES:**

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**SUBMITTED BY:**

Laura Turpen, Project Manager I

6/29/2020
Method 537.1 : Perfluorinated Alkyl Acids (LC/MS)

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Laura Turpen, Project Manager I

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SUBMITTED BY:

Laura Turpen, Project Manager I

Date: 6/29/2020
PAYMENT AGREEMENT

I. THE PARTIES. This Installment Agreement “Agreement” dated _____ day of ______________, 2020 by and between:

Creditor: VIENNA UTILITY BOARD with a mailing address of 210 60th St, Vienna, WV 26105 (“Creditor”), and Debtor: CENTRAL BOAZ PUBLIC SERVICE DISTRICT with a mailing address of 594 Davisville Road, Davisville, WV 26142 (“Debtor”).

II. PURPOSE

1. The CREDITOR supplies water through an agreement with the DEBTOR for resale to its customers.

2. In the period between June 2018 and April 2019, the meter measuring the amount of water transferred to DEBTOR was inoperable.

3. Water continued to be provided to DEBTOR which in turn was provided to DEBTOR’s customers in the normal fashion.

4. During that time, a bill was not generated by CREDITOR for water consumption and payment for water provided was not remitted to CREDITOR by DEBTOR. Customers still remitted payment to DEBTOR for the water in the normal fashion.

5. CREDITOR has assessed, based on historic water data and use, an estimated water consumption amount for the time period the meter was not functioning totaling an approximate water consumption amount of thirteen million, five hundred and twenty-seven thousand, nine hundred (13,527,900) gallons.

6. This approximated water consumption amount, at the agreed upon rate, caused there to be an unpaid balance of twenty-four thousand three hundred and fifty dollars and twenty-two cents ($24,350.22) owed to the CREDITOR by DEBTOR.

7. It is the purpose of this agreement to facilitate a payment plan wherein the DEBTOR will pay to the CREDITOR eighteen monthly installments until said balance is paid.

HEREINAFTER, the Debtor and Creditor (“Parties”) agrees to the following:

III. BALANCE. At the time of this Agreement, the Debtor owes the Creditor the amount of twenty-four thousand, three hundred and fifty dollars and twenty-two cents ($24,350.22).

IV. REPAYMENT PLAN. To satisfy the Amount Owed, the Debtor agrees to repay the Creditor under the following terms:

a) Interest Rate. The amount owed shall not bear interest.

b) Repayment Period. The Debtor shall re-pay the Creditor monthly, beginning on ____________ 2020, one thousand three hundred and fifty-two dollars and seventy-nine cents ($1,352.79) to be paid in eighteen (18) equal monthly payments due and payable on
the 1st day of every month and ending on ______________, 20____ until such balance is paid in full.

c) **Payment Instructions.** The Debtor is required to pay the Creditor by check or through an ACH directly to the Creditor.

**V. LATE PAYMENT.** Any partial or late payment under this Agreement shall not be allowed and will cause the Debtor to be in default.

**VI. PREPAYMENT.** The Debtor may pre-pay the amount owed without penalty.

**VII. DEFAULT.** If for any reason the Debtor should not oblige to any section or portion of this Agreement, the Debtor shall be considered in default. Under such event, the remaining balance of the Amount Owed shall be due within five (5) business days with the Debtor liable to pay all reasonable attorney's fees and costs of collection of the Creditor. In addition, the Creditor agrees to waive any defenses and submits to the acceptance of a lien being filed against any property the Creditor might own in favor of the Vienna Utility Board, not object to the execution of the same, and collect expenses, together with any deficiency due from the Debtor, subject to the Debtor’s right to redeem said items pursuant to law.

**VIII. GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia (“Governing Law”).

**IX. SEVERABILITY:** The un-enforceability or invalidity of any clause in this Agreement shall not have an impact on the enforceability or validity of any other clause. Any unenforceable or invalid clause shall be regarded as removed from this Agreement to the extent of its un-enforceability and invalidity. Therefore, this Agreement shall be interpreted and enforced as if it did not contain the said clause to the extent of its un-enforceability and invalidity.

**X. CONSIDERATION:** In exchange for the full payment of Debtor’s obligation under this agreement, the Creditor will release Debtor from any additional obligation as could arise as a result of Debtor’s failure to pay, including any difference in excess of the twenty-fourth thousand, three hundred and fifty dollars and twenty-two cents (\$24,350.22) as might later be ascertained.

**XI. ASSIGNABILITY:** Creditor may assign this agreement to any third party for any reason, including for purposes of debt collection; Debtor waives any objections to said waiver and further agrees to forever indemnify and hold harmless the Creditor for any actions taken by any assignee.
XII. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the Debtor and Creditor relating to its subject matter, including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the undersigned dates written below.

Debtor’s Signature by its representative:

________________________________________
Director
Central Boaz Public Service District

________________________________________
Date

________________________________________
Print

Creditor’s Signature by its representative:

________________________________________
Chairman
Vienna Utility Board

________________________________________
Date

________________________________________
Print