

A regular meeting of the Board of Members of Rapidan Service Authority was held on November 18, 2021 at the Madison County Administration Building, Madison, VA.

The meeting was called to order at 2:00 PM. A quorum was established followed by the Pledge of Allegiance.

Present: Members: Coppage, Crozier, Frame, Martin, Williams, Yowell
 Staff: G.M. Clemons, DO Jarrell, MFAS Gaskins
 Attorney: Terry Lynn
 Visitors: Jonathan Weakley, Mark Taylor, Clay Jackson, Media

The agenda for the meeting was adopted on a motion by Crozier, seconded by Coppage and approved unanimously.

The minutes of the October 21, 2021 meeting were approved on a motion by Yowell, seconded by Crozier and passed unanimously.

There was no old business and no public comment. No customer requests were presented.

An opportunity for comments from the Board was given. Mr. Williams expressed thanks for the reply he received from the General Manager regarding the sewer leak in Stanardsville. He then suggested that what appears to be an old holding basin located below the pump station be used, at least temporarily, for overflow. GM Clemons will check to see if the tank is/can be outfitted for use. Atlantic Pump is currently rebuilding one of the pumps and the second pump will be replaced with a new one.

Williams read a statement to the Board regarding the outcome of court hearings involving RSA and Greene County and reiterated Greene County's decision to withdraw from RSA. He asked that the statement be added to the Board minutes along with the transcript of the November 8, 2021 hearing. He concluded by making a motion that the Greene County facility fee be reinstated at the July 2020 rate of \$30/month with any required public hearing taking place as soon as possible. The motion was seconded by Yowell and passed 5-1 on the following vote: Coppage, aye; Crozier, aye; Frame, nay; Martin, aye; Williams, aye; Yowell, aye.

Mediation is scheduled for December 8, 2021. In addition to G.M. Clemons and RSA attorney Terry Lynn attending, Orange and Madison Counties may have a representative in attendance. Attorney Lynn indicated that the goal for the parties is to leave the mediation with an agreed-upon withdrawal agreement.

A&K, developer of the Twin Lakes subdivision in Orange County, has requested that Section 1A of the development be taken into the RSA system. G.M. Clemons explained that Board approval was required for any systems of 15 units or more. A motion was made by Crozier, seconded by Coppage to accept the subdivision into the RSA system. Crozier asked whether the water main pressure in the system was excessive. G.M. Clemons indicated that he believed it was within the industry standard. The Chairman asked that he forward a copy of the testing standards to him and

Crozier so that they would have them if asked about the pressure in the future. The motion passed unanimously on a voice vote.

G.M. Clemons presented a frontline bonus request in the amount of \$500 for full-time employees and \$300 for part-time employees for approval. The total would be less than \$25,000. Crozier stated that he would like to see RSA's compensation package for its employees reviewed. On motion by Crozier, second by Coppage, the bonus passed on a unanimous voice vote.

G.M. Clemons gave the General Manager's report indicating that a project has been added to the Capital Improvement Projects list. RSA has been waiting for the Stanardsville Streetscape Project to begin in order to do some sewer line replacement. That Streetscape project is now beginning, and the project contractor is going to do the sewer line replacement. RSA will pay for the work, but this will allow for coordination of paving and concrete work. The only other item on the General Manager's report is the financial report, and the bottom line continues to be fine.

A question was raised by Coppage about the Rt. 29 boring project in Madison. The contractor has been delayed again by Covid.

There was no attorney report other than that which had been previously discussed, the upcoming mediation. There are upcoming court dates on December 13th and in January.

A motion to adjourn was made by Crozier at 2:24 PM; the motion was seconded by Yowell and passed unanimously.

Chairman

November 18, 2021, RSA Board meeting –

In a recent communication with the RSA Board, I mentioned the need for this Board to give attention to the litigation record that RSA is compiling in the Greene County case. We have come up short every time the parties have been before the court.

Here's RSA's record in court so far –

1. November 10, 2020 – RSA's Motion Craving Oyer – RSA sought a ruling on what's included in the agreement that's in dispute – Judge Worrell ruled in favor of Greene County.
2. January 4, 2021 – A Greene County Motion to Quash RSA Subpoenas of documents from WW Associates, Davenport, & Stantec – Judge Worrell ruled in favor of Greene County.
3. February 9, 2021 – Greene County Motion to File Amended Complaint – Judge Worrell ruled in favor of Greene County.
4. May 24, 2021 – RSA Plea in Bar – The plea asserted that the facility fee was an “illegal tax” – Judge Worrell ruled in favor of Greene County – the facility fee was not an illegal tax.
5. November 8, 2021 – RSA Plea in Bar – RSA asserted that Greene County's claim is barred per the doctrine of sovereign immunity – Judge Worrell ruled in favor of Greene County – denying or overruling RSA's Plea in Bar asserting sovereign immunity – and ruled that Greene County's claim is not barred. The Court observed at this hearing that, based on our General Manager's testimony, RSA has perhaps failed to do what we had agreed with Greene County that RSA would do. The Court also said that RSA seems to have committed that failure without good faith.

This week, a copy of the transcript of the November 8 hearing was sent to each board member.

We now know and it is crystal clear that, among many other things, RSA's legal strategy has been flawed:

- 1) The theory that the facility fee is illegal has not been accepted by the court, and
- 2) The theory that RSA, through Sovereign Immunity, is immune to legal agreements with Greene County. The court is clearly stating that the Agreements are legally binding.

How long must this costly legal exercise play out? We all see the legal line item in our monthly financial report. The rate payers of our three counties are footing this bill.

The court has set a date for RSA's final demurrer and seems eager to move on to a Motion for Partial Summary judgment. While it is unwise to predict the direction the court will take, it is easy to see the trend in the court's decisions...

Mr. Chairman, I would like to ask that the November 8th hearing transcript be entered into the minutes of this meeting. They are of public record; they are public documents. If we don't discuss them then I would like them entered into RSA's public record through the minutes to this meeting.

On November 12, 2021, Greene County received a letter from RSA attorney Lynn inviting Greene County to undertake mediation with RSA, a mediation that Greene County and VRA have been encouraging for months. A mediation date is finally being set. We were pleased to see that for the first time, Ms. Lynn's letter says nothing about the conditions that RSA has previously said must be satisfied before mediation can take place.

Greene County is reading Ms. Lynn's November 12th letter as an invitation to mediation **without** conditions. Again, we hope this is the case. We want to be clear that this mediation is about Greene County withdrawing from the RSA. There is no need for any discussion about Greene County remaining in the RSA. That is not happening. Greene County is withdrawing.

Gentlemen, I would ask that the RSA take a different tack. Is it not time to stop the financial bleeding and the agony of this long legal process? Is it not time for RSA to follow the Resolutions of the three member counties and permit Greene County's withdrawal? I would suggest the path is clear to do so. This board can direct RSA staff to make this happen.

From the hearing on May 24, it is now clear that Greene County's facility fee was a legal fee.

From the hearing on November 8, it is clear that the agreements between RSA and Greene County are enforceable contracts. Those agreements stipulated the fees that have been in question for so long.

I would ask that the RSA Board reinstate the Greene County facility fee. We ask that the fee be restored to \$30, the same level that RSA had approved prior to the July 2020 decision to eliminate it over Greene County's objection. If this requires a public hearing, and we would like that hearing to be held and action taken as quickly as possible.

I am ready to make the motion.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF GREENE

GREENE COUNTY BOARD OF
SUPERVISORS and GREENE COUNTY,
VIRGINIA,

Plaintiffs,

-vs- Case No.
CL20000689-00

RAPIDAN SERVICE AUTHORITY;
ORANGE COUNTY, VIRGINIA; and
MADISON COUNTY, VIRGINIA,

Defendants.

VIDEOCONFERENCE PROCEEDINGS BEFORE

THE HONORABLE CLAUDE V. WORRELL, II, JUDGE

4:30 p.m. to 5:45 p.m.

November 8, 2021

Job No. 46376

REPORTED BY: Kimberly A. Adderley, RPR, RMR

1 Videoconference proceedings before The
2 Honorable Claude V. Worrell, II, Judge, reported
3 by Kimberly A. Adderley, RPR, RMR, Notary Public
4 in and for the Commonwealth of Virginia at large,
5 commencing at 4:33 p.m., November 8, 2021.

6

7

8

9 APPEARANCES OF COUNSEL:

10

11

12 GENTRY LOCKE

13 10 Franklin Road, S.E., Suite 900

14 Roanoke, Virginia 24011

15 (540) 983-9300

16 haley@gentrylocke.com

17 habeeb@gentrylocke.com

18 BY: GREGORY J. HALEY, ESQUIRE

19 GREGORY D. HABEEB, ESQUIRE

20 Counsel for the Plaintiffs

21

22

23

24

25

1 APPEARANCES OF COUNSEL CONT'D:

2

3

4

THE LAW OFFICES OF TERRY LYNN, P.L.L.C

5

695 Bent Oaks Drive

6

Earlysville, Virginia 22936

7

(434) 964-9152

8

terry@terrylynnlaw.com

9

BY: TERRY LYNN, ESQUIRE

10

Counsel for Defendant
Rapidan Service Authority

11

12

13

14

THE LAW OFFICES OF SEAN D. GREGG, P.L.C.

15

111 East Main Street

16

Orange, Virginia 22960

17

(540) 672-7070

18

sdgregg@sdgregglaw.com

19

BY: SEAN D. GREGG, ESQUIRE

20

Counsel for Defendant Madison County

21

22

23

24

25

1 APPEARANCES OF COUNSEL CONT'D:

2

3

4

SANDS ANDERSON, P.C.

5

1111 East Main Street, Suite 2400

6

Richmond, Virginia 23219

7

(804) 648-1636

8

scalos@sandsanderson.com

9

BY: STEFAN M. CALOS, ESQUIRE

10

Counsel for Defendant Orange County

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS:

TIMOTHY CLEMONS

Direct by Ms. Lynn.....	24
Redirect by Ms. Lynn.....	46
Recross by Mr. Habeeb.....	48

E X H I B I T S

PLAINTIFFS'

RECEIVED

(NONE)

DEFENDANT'S

RECEIVED

1	26
2	26
3	26
4	26
5	26
6	26
7	26
8	26
9	26
10	26
11	26
12	26
13	26
14	26
15	26

* * * * *

1 (4:33 p.m., November 8, 2021)

2

3

P R O C E E D I N G S :

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

THE COURT: So, we are here for Ms. Lynn's plea in bar. I'm happy if we could, and would like to if we could, deal with the nonsuit issue first, because I think that's relatively straightforward.

Mr. Gregg, I didn't see your -- I didn't see a signature from Mr. Gregg or anyone from that office with regard to an endorsement on the nonsuit. I saw the objection to same, but not an endorsement from Mr. Gregg.

MR. GREGG: I thought I had endorsed it and mailed it to the Court. But, I have endorsed it seen and objected to, and I will send another copy to the Court tomorrow.

THE COURT: Seen and objected to.

MR. GREGG: That's correct, your Honor.

THE COURT: Okay. For exactly the same reasons as Mr. Calos objects.

MR. GREGG: Yes, your Honor.

THE COURT: I figured.

1 MR. GREGG: Judicial economy. Just put
2 ditto marks.

3 THE COURT: Right. You can't just
4 point at him and say, "What he said."

5 MR. GREGG: Exactly.

6 THE COURT: Oh. Ms. Adderley, you want
7 to raise your right hand.

8

9 (Court Reporter sworn)

10

11 THE COURT: Okay. Mr. Habeeb, tell me
12 about the motion to nonsuit and I will deal
13 with that first.

14 MR. HABEEB: Judge, this goes to count
15 three relating to Madison and Orange, which
16 were made parties in this case for purposes
17 of the requested relief. At least
18 conditionally we have resolutions adopted by
19 both boards, Madison and Orange. So, we
20 believe at least now, if the facts don't
21 change in those jurisdictions, that they are
22 not needed as parties at this time. So, we
23 have sought to nonsuit them. There was one
24 issue with Madison because they have a
25 pending counterclaim. That pending

1 counterclaim we believe was addressed by the
2 Court's previous ruling on the legality of
3 the facility fee. But that was really the
4 only issue.

5 So, we would like to nonsuit without
6 prejudice the claims against Madison and
7 Orange, and we believe that's proper to do
8 so. If Madison does not want to be nonsuited
9 without prejudice because of their pending
10 counterclaim, they are welcome to stay in the
11 party and they can continue to participate.

12 THE COURT: Okay. Mr. Gregg, you
13 first.

14 MR. GREGG: Thank you, your Honor.
15 Your Honor, I just don't understand why this
16 is not a dismissal with prejudice, both of
17 Madison County and, for that matter, Orange
18 County. The issue related to Greene County
19 and Orange County and Madison County is moot
20 because both Madison and Orange have passed
21 the resolution that Greene County was
22 seeking. And for that reason, we just don't
23 believe it is appropriate. And the reason we
24 object to it is because, you know, we believe
25 a dismissal with prejudice is more

1 appropriate.

2 Thank you.

3 THE COURT: Understood. All right.

4 Any more arguments as to the nonsuit?

5 MR. CALOS: Judge, Stefan Calos, here
6 on behalf of Orange. I would just echo what
7 Mr. Gregg said and I would just rely upon the
8 objection that I put in writing on my
9 endorsement page.

10 THE COURT: All right. So, I will note
11 your objection, but I'm going to grant the
12 motion to nonsuit. And I will note that
13 Mr. Gregg, for his sake, adopts the objection
14 of, and includes his objection for Mr. Calos,
15 too.

16 MR. GREGG: Thank you, your Honor.
17 Appreciate it.

18 MR. HABEEB: Thank you. Just while you
19 are cleaning that up, you will note a couple
20 of folks have joined the Teams that don't
21 have their cameras on. I know at least some
22 of those are the Greene County Board of
23 Supervisors and Mark Taylor, the County
24 Administrator, who are participating as
25 observers. So, that's who those other folks

1 are on there.

2 THE COURT: Yeah. If it pops up that I
3 have to -- I'm apparently being asked to
4 admit people, so I'm admitting people as we
5 go along here. I just admitted Mr. Taylor to
6 this and I will continue to admit as many
7 people as want to attend by video.

8 MR. HABEEB: I'm sure this is a hot
9 ticket today, so we may have...

10 THE COURT: I doubt that seriously.
11 For us lawyers it may be, but for everybody
12 else, you know, I think it will be
13 interesting, but that's it.

14 So, now let me ask another question.
15 Ms. Lynn, are you prepared to take up the
16 motion for partial summary judgment, too,
17 today?

18 MS. LYNN: No.

19 THE COURT: Okay. Just the plea in
20 bar. And is there any chance we can take up
21 the demurrer this afternoon, too?

22 MS. LYNN: Your Honor, the only thing
23 I'm prepared for is the plea in bar.

24 THE COURT: Okay.

25 MS. LYNN: I do have a question though.

1 THE COURT: You don't need to explain.
2 Go ahead and start your argument then for
3 your plea in bar.

4 MS. LYNN: So, your Honor, we are
5 moving the Court to dismiss this action
6 because the relief in the amended complaint
7 is barred by the doctrine of sovereign
8 immunity. I'm going to do a brief --

9 THE COURT: Let me ask you a question
10 right off. Let me ask a question right off.
11 So, if Rapidan Service Authority does
12 something that someone doesn't like, there is
13 no redress at law, no recourse at law to
14 solve their mistake or their error if they
15 did something ultra vires? They can condemn
16 someone's property when they didn't have the
17 authority to do it, that person or persons
18 are just out of luck because it's sovereign
19 immunity?

20 MS. LYNN: So, Rapidan Service
21 Authority is a municipality created under the
22 Virginia Water and Waste Authorities Act.
23 And under that Act, it has sovereign immunity
24 for governmental functions, not proprietary
25 functions. So, to the extent that we are

1 talking about a legislative function of
2 setting fees, managing the board, agreeing to
3 the withdrawal of a locality, those are all
4 legislative functions that they were given
5 discretion to do.

6 So, this isn't a case where they are
7 saying that the fees were unreasonable or, as
8 such, we came in front of you to see that the
9 fees, whether they were legal or not. This
10 lawsuit is asking the Court to override the
11 legislative authority given to RSA to set
12 fees and rates for its customers.

13 So, to answer your question, for some
14 circumstances the answer to your question is
15 yes. If it's a governmental function, which
16 includes legislative authority given by the
17 statute, the answer to your question is yes.
18 If it's a proprietary function, the answer is
19 no. Today we are only dealing with
20 governmental functions and mainly legislative
21 authority given by the General Assembly under
22 the Virginia Water and Waste Authorities Act.

23 THE COURT: Tell me why this isn't
24 merely an enforcement of a contract.

25 MS. LYNN: Because under Virginia law

1 you cannot contract away a legislative
2 delegation of setting rates and fees. There
3 are numerous cases stating that you cannot
4 contract away those legislative functions.
5 Those legislative functions --

6 THE COURT: Stop. Stop there for a
7 second. Then how does a government, a county
8 government or a town government enter into a
9 contract with another individual for any
10 purpose, much less a board that it created
11 jointly with others, to carry out a certain
12 function? Because that's what the State
13 Water Act allowed them to do. And so, why
14 can't the two governmental entities contract
15 with each other?

16 MS. LYNN: Because there's no authority
17 for that contract within the Virginia Water
18 and Sewer Authorities Act. Under Code of
19 Virginia Section 15.1-2136, the Rapidan
20 Service Authority, which was formed by all
21 three counties, is the only entity that is
22 given authority under that section to set
23 fees and rates. There's no provision
24 anywhere in the Virginia Water and Sewer
25 Authorities Act that allows Rapidan Service

1 Authority to contract with anyone regarding
2 the delegation of setting rates and fees.

3 We can contract with people. Like, for
4 example, the provisions in the Act allow us
5 to contract with people to build things. We
6 can also contract with people to send out our
7 bills or we can contract out for people to
8 prepare our bills. But we cannot, under the
9 Act, in any way contract out our legislative
10 function of setting fees and rates. We
11 furthermore can't even allow anyone to have a
12 say-so in those fees and rates, because that
13 authority was given solely to Rapidan Service
14 Authority. We are the only one that provides
15 water and sewer services in Greene County.
16 Greene County does not provide any water or
17 sewer services in Greene County.

18 In 1969, when they issued the Articles
19 of Incorporation and formed Rapidan Service
20 Authority, they relinquished the control of
21 providing water and sewer services to those
22 three counties to Rapidan Service Authority.
23 So, everything is governed under the Virginia
24 Water and Sewer Authorities Act, which is
25 cited in the Articles of Incorporation, as

1 well as in all the amendments, as well as in
2 the contracts that you are talking about.

3 THE COURT: So, tell me where this is
4 different than CONCERNED RESIDENTS OF
5 GLOUCESTER COUNTY and THE GLOUCESTER COUNTY
6 BOARD OF SUPERVISORS.

7 MS. LYNN: So, I'm not in any way
8 saying that Rapidan or the County cannot
9 enter into contracts. That's not my
10 position.

11 THE COURT: You just told me they
12 weren't --

13 MS. LYNN: They are not allowed to
14 enter into contracts which set rates and fees
15 for Rapidan Service Authority's customers.

16 THE COURT: I think that's not true. I
17 think that the contract or agreement that was
18 entered into by Greene County and the Rapidan
19 Service Authority regarding utility fees and
20 others, and the way the fees were collected,
21 is entirely permissible between Rapidan
22 Service Authority and Greene County. And if
23 that's the case, then there has to be some
24 mechanism of enforcement if Greene County is
25 to make sure that its rights under the

1 contract are enforceable. There's no other
2 way to do it. Because what you are telling
3 me is once the localities create the Rapidan
4 Service Authority, they no longer have any
5 ability to regulate or control what this
6 entity that they created does. And that
7 can't possibly be the law.

8 MS. LYNN: Yes, it is the law.

9 THE COURT: It isn't. There has to be
10 a check and a balance somewhere. So, you
11 mean to tell me if Rapidan Service Authority
12 in their function passed a rule that said we
13 are going to condemn this amount of land from
14 point A to point B so that we can build
15 another water treatment plant, that there
16 would be no ability to complain from those
17 landholders that Rapidan Service Authority
18 condemned their land by their legislative
19 authority and their governmental power?
20 There's no way to complain about that and
21 Rapidan Service Authority gets to do what
22 they want to without the ability of the
23 courts to say no, you can't?

24 MS. LYNN: No. That is a totally
25 different issue.

1 THE COURT: Why is it different?

2 MS. LYNN: Well --

3 THE COURT: Why is it different where I
4 have an ability to step in in one instance
5 and I don't here because Greene County agreed
6 with Rapidan Service Authority to do certain
7 things on behalf of the citizenry of Greene
8 County?

9 MS. LYNN: Greene County stepped into
10 the shoes of a developer. If they had not
11 signed the contracts and stepped into the
12 shoes of Fried, we wouldn't be here today.
13 They didn't step in with any police powers of
14 the County. The police powers of setting
15 fees and rates was delegated to Rapidan
16 Service Authority through the Virginia Water
17 and Sewer Act. With regard to eminent
18 domain, we are given the power of eminent
19 domain through the statutes.

20 THE COURT: Right.

21 MS. LYNN: So, it gives us that
22 authority. I am talking -- this plea in bar
23 is specifically about delegation of
24 legislative authority in setting fees and
25 rates, in governing our board, and in

1 allowing a locality to withdraw from the
2 Authority. And the General Assembly has set
3 forth the mechanism for all three of those by
4 statute. And the State Corporation
5 Commission does have a say-so, they can
6 review whether it's reasonable or not. There
7 is a means by which to do that. As a matter
8 of fact, a concerned citizen can come to you
9 with regard to whether it's reasonable or
10 not. But, the rate and fee is set by
11 Rapidan.

12 What Greene County is asking you to do
13 in this situation is to override a
14 legislative discretionary decision of a
15 majority board in requiring Rapidan to set a
16 fee which its majority board decided they did
17 not want to proceed with.

18 So, they have exercised the legislative
19 function they were given by the Virginia
20 Water and Waste Authorities Act in
21 determining what the rates and fees would be
22 for Greene County. Greene County is saying
23 we want you to override that and act as the
24 legislature in setting the fees because we
25 don't like what they have done. That's why

1 the Virginia Water and Sewer Authorities Act
2 has board members from each of the localities
3 on the board.

4 THE COURT: So, Ms. Lynn, tell me the
5 timeline and the facts of this decision made
6 by the Rapidan Service Authority that you are
7 talking about. What's the timeline?

8 MS. LYNN: July 2020.

9 THE COURT: And what happened in
10 July 2020?

11 MS. LYNN: In July of 2020, the Greene
12 County Board of Supervisors came to an open
13 meeting of the Rapidan Service Authority and
14 requested that Rapidan Service Authority
15 increase a fee to be charged on Rapidan
16 Service Authority's bill to Rapidan Service
17 Authority's customers.

18 THE COURT: In Greene County.

19 MS. LYNN: Yes.

20 THE COURT: Right. Not in Madison.

21 MS. LYNN: No.

22 THE COURT: Not in Orange. Just in
23 Greene; right?

24 MS. LYNN: Rapidan Service Authority
25 customers of Greene.

1 THE COURT: Go ahead.

2 MS. LYNN: In July, at the board
3 meeting, the Rapidan Service Authority board
4 by majority vote decided the stop charging a
5 facility fee to the Greene County customers.

6 THE COURT: Which facility fee their
7 agreement between Greene County and Rapidan
8 Service Authority said that they would
9 collect; right?

10 MS. LYNN: It said that the fee had to
11 be decided by Rapidan Service Authority
12 because Rapidan Service Authority is actually
13 the only entity that can set the fee.

14 THE COURT: So, if the Rapidan Service
15 Authority says the fee is zero, is that a
16 fee?

17 MS. LYNN: I wouldn't think it's a fee.
18 I don't think our customers would think it's
19 a fee.

20 THE COURT: Right. So, Rapidan Service
21 Authority has to charge a fee. If Rapidan
22 Service Authority is not charging the fee,
23 then they are in violation of the agreement
24 they have with Greene County. And if they
25 are not charging the fee, they are not

1 collecting the fee, they are not doing what
2 they said they would do in the agreement,
3 where does Greene County go to make them
4 collect the fee that Rapidan Service
5 Authority is supposed to charge?

6 MS. LYNN: They can't. Rapidan Service
7 Authority is the only one that has the
8 authority to decide any fees or rates
9 charged.

10 THE COURT: But charging no fee is not
11 or deciding a fee, is not levying a fee, it's
12 no fee at all. So, they have no right to
13 vote for no fee at all, they must charge a
14 fee. So, when they say they are not going to
15 do what they are contracted to do, tell me
16 where is Greene County supposed to go to find
17 relief for that behavior.

18 MS. LYNN: Well, according to the
19 Virginia Supreme Court, any contract that
20 attempts to control the setting of rates and
21 fees by a governmental entity that the
22 legislature imposes that obligation on is
23 void. So, for example, in the CITY OF YORK
24 case, where the county administrator could
25 not enter into a contract with a developer,

1 although he did, with regard to the setting
2 of fees, the Court found that that contract
3 was void because the county administrator
4 could not override, in that situation, the
5 county's legislative duty of setting fees and
6 rates. In that case, the county provided
7 water and sewer services. They were given
8 the legislative right of setting fees and
9 rates. Not even their county administrator
10 could go outside of that authority. And the
11 Court in that case said that the contract was
12 void and any action that was taken by either
13 party on that contract was of no consequence,
14 because the contract was void because you
15 cannot do a contract and take away a
16 legislative right to set fees and rates.

17 THE COURT: All right. Anything else,
18 Ms. Lynn?

19 MS. LYNN: Well, your Honor, I do have
20 a full argument and I have Mr. Clemons here
21 to testify. And based on this conversation,
22 I think it's important that I be able to make
23 a record.

24 THE COURT: I'm happy to have you make
25 the record. What was Mr. Clemons going to

1 testify about?

2 MS. LYNN: Well, I think that there are
3 definitely some statements made in the
4 complaint and in the pleadings that had been
5 filed that are contested. There are
6 suggestions based upon the statutes that have
7 been relied upon by Greene County that
8 there's some shared responsibility for
9 providing water and sewer services in Greene
10 County. There is no shared responsibility
11 for that. And so, there are a number of
12 contested issues that I was going to have him
13 address.

14 THE COURT: All right. Mr. Clemons,
15 raise your right hand for me.

16 (Witness sworn)

17 THE COURT: Go ahead, Ms. Lynn.

18 MS. LYNN: I'm going to introduce him,
19 your Honor. I know you know who he is.

20

21

* * * * *

22

23

24

25

1 TIMOTHY CLEMONS,
2 was sworn and testified as follows:

3 D I R E C T
4 E X A M I N A T I O N

5 BY MS. LYNN:

6 Q. Can you state your name for the record.

7 A. My name is Timothy Clemons.

8 Q. And are you employed?

9 A. I'm employed by the Rapidan Service
10 Authority.

11 Q. And for how long?

12 A. I have been there just short of 22
13 years.

14 Q. And what is your current position?

15 A. I am the general manager currently.

16 Q. And can you tell the Court about the
17 formation of Rapidan Service Authority?

18 A. Yes. In 1969, Counties of Orange,
19 Madison, and Greene, recognizing the significant
20 resource there was in the Rapidan River and its
21 tributaries and watershed, decided to create the
22 Rapidan Service Authority pursuant to the Virginia
23 Water and Sewer Authorities Act in order to better
24 manage that resource from a regional standpoint.
25 And so, when they created Rapidan Service

1 Authority, those three counties relinquished their
2 responsibility to provide utility services in
3 those counties. It was delegated fully to Rapidan
4 Service Authority to do.

5 MR. HABEEB: Judge, I'm not going to
6 object during this, because I realize your
7 Honor can regard or disregard any of this.
8 But, what we just heard was Mr. Clemons'
9 legal opinions as to what the formation of
10 the Rapidan Service Authority did. I expect
11 we will hear a lot more of that. Again, I'm
12 going to sit quietly because I would just
13 like them to continue to talk, but if you
14 could note our objection to Mr. Clemons
15 offering any more legal conclusions, I will
16 be quiet.

17 THE COURT: Sustain the objection as to
18 his legal conclusions.

19 Go ahead, Ms. Lynn.

20 BY MS. LYNN:

21 Q. Mr. Clemons, I sat in front of you what
22 has been designated as Exhibit 1.

23 A. Yes.

24 THE COURT: Is this your Exhibit 1,
25 Ms. Lynn?

1 MS. LYNN: Yes. And, your Honor, I
2 sent them by email recently. I mean, all of
3 them except one were attached to the plea in
4 bar.

5 THE COURT: Right. So, just so you
6 know, I've read your papers. I've also
7 considered what are essentially now 15
8 exhibits that were attached to your papers to
9 your plea in bar. Exhibit Number 1, is this
10 the resolution signifying the intention of
11 the Board of Supervisors of Orange, Madison,
12 and Greene?

13 MS. LYNN: Along with the Articles of
14 Incorporation, yes.

15 THE COURT: Right. I don't see there's
16 any need for Mr. Clemons to identify these
17 documents for this purpose. All you need do
18 is ask the Court to admit them and make them
19 a part of the record of this proceeding, and
20 I will do so.

21 MS. LYNN: So, all of the exhibits to
22 the reply --

23 THE COURT: All 15 exhibits, the Court
24 will accept. I will note that Mr. Habeeb and
25 his clients have objected to the

1 admissibility of certain of these exhibits.
2 I overrule their motion that was filed
3 earlier today or yesterday regarding the
4 admissibility of these exhibits for the
5 purposes of this hearing. When it comes to
6 trial or anything else, we will take them up
7 again, but as per this hearing, all of your
8 exhibits will be deemed admitted.

9 MR. HABEEB: Thank you, your Honor.

10 MS. LYNN: Your Honor, and today in an
11 email that I sent, there was Exhibit
12 Number 9, which is the resolution that was
13 previously produced. The only difference is
14 the one I emailed today had a corrected date
15 on it.

16 THE COURT: So, I will receive that,
17 too, and add it to the documents that I've
18 already received.

19 MR. HABEEB: Judge, just --

20 THE COURT: I've got also a letter with
21 the tab number 11A, the sovereign immunity,
22 it says something about sovereign immunity,
23 but it's an October 29, 2021 letter from the
24 Virginia Resources Authority and Stephanie
25 Hamlett. That's the other thing that I

1 received today.

2 MS. LYNN: Yes. Oh, you received that
3 today. Okay.

4 MR. HABEEB: Judge, if I may.

5 THE COURT: Yes.

6 MR. HABEEB: Exhibit 9, I just want to
7 make sure the record is clear what it is.
8 The Exhibit 9 that I'm looking at that
9 Ms. Lynn's office sent today is a whole bunch
10 of letters from the VRA.

11 THE COURT: So, I don't have that. So,
12 my Exhibit 9 is a second resolution calling
13 for the anonymous consent of Orange and
14 Madison Counties to the withdrawal of Greene
15 County from the Rapidan Service Authority
16 pursuant to Virginia Code section 15.2-5112.
17 That's what I have as Exhibit 9 that was
18 given to me with her papers for the plea in
19 bar.

20 MR. HABEEB: Thank you. I'm looking at
21 the email that her office sent this
22 afternoon.

23 THE COURT: Okay. I'm getting a copy
24 of that now. Give me just a moment to find
25 it.

1 MR. HABEEB: Great. As I see, this is
2 a February VRA letter, an August VRA letter,
3 a September VRA letter, another September VRA
4 letter, a County of Greene letter from
5 October.

6 THE COURT: Yes, I have that.

7 MR. HABEEB: October 29th VRA letter.
8 I don't have the resolution as 9 based on
9 this email.

10 MS. LYNN: So, to date --

11 THE COURT: Either do I, but I will
12 receive the letters.

13 MS. LYNN: So, your Honor, today it was
14 Exhibit 6 that was the corrected
15 September 16, 2020 resolution. And that's
16 the only difference, is that the resolution
17 we previously provided said September 17, and
18 it should have been the 16th. So, that was
19 the only difference.

20 THE COURT: Okay. Go ahead.

21 MS. LYNN: All right. So, I'm going to
22 move passed getting him to identify and
23 introduce the exhibits.

24 MR. HABEEB: Thank you for noting our
25 objection, Judge.

1 BY MS. LYNN:

2 Q. Mr. Clemons, what services are provided
3 by Rapidan Service Authority in Greene County?

4 A. In Greene County we provide water
5 treatment and distribution and we provide
6 wastewater collection, treatment, and disposal.

7 Q. And who else provides water and sewer
8 services in Greene County?

9 A. Nobody else provides water and sewer
10 services in Greene County, only Rapidan Service
11 Authority.

12 Q. What involvement does Greene County
13 have in the operation of any water or sewer
14 facility in Greene County?

15 A. Greene County doesn't have any
16 involvement in Rapidan Service Authority or the
17 operation.

18 THE COURT: Say that again. I'm sorry,
19 Mr. Clemons, I couldn't hear you. Greene
20 County doesn't what?

21 THE WITNESS: I said Greene County does
22 not have any involvement in the operation of
23 the water and sewer systems in Greene County,
24 your Honor.

25 THE COURT: So, do they have members on

1 the board?

2 THE WITNESS: They have two members on
3 the Rapidan Service Authority board, your
4 Honor.

5 THE COURT: So, what does that mean in
6 terms of the management and functions of the
7 Rapidan Service Authority as to Greene
8 County, they have no say? I mean, the board
9 members are just sitting there doing nothing?

10 THE WITNESS: No, sir.

11 THE COURT: So, why are they there if
12 they have nothing to do with the way in which
13 Rapidan Service Authority operates as to
14 Greene County?

15 THE WITNESS: I could not hear him.

16 THE COURT: I said --

17 THE WITNESS: Sorry, your Honor, I
18 couldn't hear you.

19 THE COURT: I said why is it that there
20 are board members if none of the board
21 members have a say in the way in which the
22 Rapidan Service Authority operates in each of
23 the jurisdictions that participate in the
24 Rapidan Service Authority?

25 THE WITNESS: I wasn't saying that the

1 board members did not have any say-so in how
2 we operate. I said Greene County government,
3 as an entity, or Greene County or Madison
4 County or Orange County, they do not --

5 THE COURT: Okay.

6 THE WITNESS: -- operate the systems.
7 We do. We own them, we operate them.

8 THE COURT: Okay.

9 BY MS. LYNN:

10 Q. And can you explain to the Court what
11 led to the July 16th, 2020 vote?

12 A. What led to the July 16th, 2020 vote
13 was the Greene County Board of Supervisors coming
14 to the Rapidan Service Authority board and asking
15 the Rapidan Service Authority board to increase a
16 fee. The Rapidan Service Authority board,
17 majority of the Rapidan Service Authority board
18 determined that they didn't think that fee was
19 equitable and sustainable for our Greene County
20 customers.

21 THE COURT: You can't testify about
22 what the board thought or did or said. You
23 can testify --

24 THE WITNESS: Okay.

25 THE COURT: -- about what the board did

1 as a result of the --

2 THE WITNESS: Okay.

3 THE COURT: You can report the vote.

4 THE WITNESS: All right, your Honor.

5 THE COURT: But you can't tell me what
6 they thought.

7 THE WITNESS: The vote that day,
8 majority vote was to require all water
9 availability fees in Greene County to be paid
10 directly to Rapidan Service Authority and to
11 discontinue billing and collecting any
12 facility fee in Greene County.

13 BY MS. LYNN:

14 Q. And what was the vote?

15 A. The vote was four in favor and two
16 against.

17 Q. And how does Rapidan Service Authority
18 operate with regard to a vote?

19 A. Rapidan Service Authority operates on a
20 majority vote system.

21 Q. And can you tell the Court about the
22 September 17th, 2020 vote?

23 A. The board voted in September of 2020 to
24 restrict the participation of the Greene County
25 reps on the Rapidan Service Authority board as a

1 result of Greene County filing a lawsuit against
2 the Service Authority. And they voted to restrict
3 their participation until such time as the
4 conclusion of the lawsuit.

5 THE COURT: Why would they do that,
6 Mr. Clemons? Did you give any reason for
7 asking them to do that?

8 THE WITNESS: That was the board's
9 choice, your Honor.

10 THE COURT: Did you tell them not to do
11 that because the Greene County Board of
12 Supervisors doesn't have anything to do with
13 how you run the Rapidan Service Authority and
14 it doesn't matter what those people did, that
15 these people who were serving on the board
16 are different than the Greene County Board of
17 Supervisors?

18 THE WITNESS: I did not tell my board
19 how to vote one way or the other, sir.

20 THE COURT: Go ahead.

21 Did you find that their vote was
22 inconsistent with the position that you just
23 took with regard to Greene County and Greene
24 County's ability to tell the Rapidan Service
25 Authority what to do or what not to do?

1 THE WITNESS: No, sir. I found that
2 their vote was consistent with the Rapidan
3 Service Authority bylaws, Section 2.6, that
4 allowed them to restrict a Rapidan Service
5 Authority board member's participation should
6 they choose to.

7 THE COURT: Right. For any reason
8 whatsoever, it doesn't have to be a good
9 reason, they can just decide that I don't
10 like the color of his tie or her tie today
11 and vote to restrict their ability to
12 participate; is that right?

13 THE WITNESS: Well, what the bylaws say
14 is the board by majority vote can restrict a
15 member's participation. They have to give a
16 reason, it's done by resolution, your Honor.

17 THE COURT: And the reason this time
18 was because the Board of Supervisors of
19 Greene County decided to sue the Rapidan
20 Service Authority; is that right?

21 THE WITNESS: That's my understanding,
22 your Honor.

23 THE COURT: And so what relationship,
24 if any, did that action have to do with these
25 two members on the Rapidan Service Authority

1 board?

2 THE WITNESS: I don't think I'm
3 following your question, your Honor. I
4 apologize.

5 THE COURT: The two people that are on
6 the Rapidan Service Authority board.

7 THE WITNESS: Yes.

8 THE COURT: Right.

9 THE WITNESS: Yes, sir.

10 THE COURT: What was their relationship
11 with the lawsuit, did they join the lawsuit,
12 were they suing the Rapidan Service
13 Authority, too, or was it just Greene County
14 that was doing so?

15 THE WITNESS: I actually think, your
16 Honor, that at least one, if not both, of
17 them might have been part of that lawsuit,
18 named in it.

19 THE COURT: Because they work for
20 Greene County?

21 THE WITNESS: Well, one of them is the
22 chairman of the Greene County Board of
23 Supervisors.

24 THE COURT: Uh-huh.

25 THE WITNESS: And the other is

1 appointee from their planning commission.

2 THE COURT: Okay. And so they, Greene
3 County, decided to sue Rapidan Service
4 Authority.

5 THE WITNESS: Yes, sir.

6 THE COURT: Okay. Go ahead.

7 BY MS. LYNN:

8 Q. How many lawsuits were filed,
9 Mr. Clemons?

10 A. I believe there were two lawsuits
11 filed.

12 Q. And who filed the second lawsuit?

13 A. Greene County, and it named both of
14 those individuals in that second lawsuit --

15 Q. What --

16 A. -- as part of the lawsuit --

17 Q. What --

18 A. -- against the Service Authority.

19 Q. What two individuals?

20 A. Bill Martin and Ron Williams,
21 representatives on the Rapidan Service Authority
22 board from Greene County, they were named in that
23 second lawsuit as suing Rapidan Service Authority.

24 Q. So, what happened in February of 2021?

25 A. In February of 2021, the Rapidan

1 Service Authority board, by majority vote, voted
2 to allow the Greene County representatives to
3 again participate in open meetings and open
4 discussion with Rapidan Service Authority.

5 Q. And have they been restricted, have
6 those Greene County members been restricted since
7 February of 2021?

8 A. No, they have not.

9 Q. Have those Greene County members since
10 February of 2021 taken inconsistent positions with
11 regard to recommendations for Greene County?

12 A. Taken inconsistent positions? Well,
13 yes, I would say so. I had gone to the board at
14 one point to try to move ahead with some projects
15 in Greene County. I was going to need to borrow
16 some money for funding for capital projects, and
17 those individuals in Greene County voted against,
18 or did not vote, it didn't come to a vote. They
19 voiced opposition to us doing that, but then later
20 they complained that we hadn't done capital
21 construction work in Greene County.

22 Q. Are those two Greene board members
23 participating since February?

24 A. Yes, they have participated since
25 February.

1 Q. What vote has the Rapidan Service
2 Authority board taken regarding the withdrawal of
3 Greene County?

4 A. The Rapidan Service Authority board has
5 not taken any vote regarding the withdrawal of
6 Greene County from Rapidan Service Authority.
7 Actually, in May of this year, Rapidan Service
8 Authority's corporate counsel and Rapidan Service
9 Authority bond counsel made a very detailed
10 presentation to the Rapidan Service Authority
11 board, detailing the steps that had to be taken
12 for Greene County to effectuate a withdrawal from
13 the Service Authority. I think at that time they
14 were at the step of satisfying the Virginia
15 Resource Authority as the bond holder. And I
16 believe that still is the step they are at.

17 Q. Have they satisfied VRA?

18 A. No.

19 Q. To your knowledge have you received
20 notice that VRA has consented to Greene County's
21 withdrawal?

22 A. No.

23 Q. And --

24 THE COURT: Can I ask a question.

25 Mr. Clemons, given that you are, from

1 the position that you have taken in some of
2 this, free to do whatever you want to do
3 without regard to anything else, why do you
4 think you need to wait for the approval of
5 VRA before Greene County is removed as
6 participants in the Rapidan Service
7 Authority?

8 THE WITNESS: Your Honor, that's not
9 dictated by our say, that's dictated by the
10 Virginia Water and Waste Authority. They are
11 the ones that statutorily lay out the
12 process.

13 THE COURT: Right. But, if you don't
14 have to follow the process because you have
15 sovereign immunity and you can do what you
16 want, why not just get rid of Greene County?

17 THE WITNESS: Because Greene County
18 still needs to demonstrate to their bond
19 holders that they can --

20 THE COURT: But that doesn't have
21 anything to do with you.

22 THE WITNESS: I'm sorry?

23 THE COURT: That doesn't have anything
24 to do with you. Greene County has to
25 demonstrate to "its" bond holders, not the

1 Rapidan Service Authority bond holders.

2 Aren't they different people? Aren't they

3 two different --

4 THE WITNESS: No, sir. I don't believe
5 they are necessarily different people, sir.

6 THE COURT: Hmm. So, then you have
7 this relationship with Greene County that's
8 created by what, the fact that you all are
9 both signatories on a bond and guarantors on
10 bonds?

11 THE WITNESS: We are not signatories on
12 bonds together, no, sir.

13 THE COURT: No. So, then what duty, if
14 any, do you owe Greene County or Greene
15 County owe Rapidan Service Authority before
16 they are allowed to leave the Rapidan Service
17 Authority?

18 THE WITNESS: Good question, your
19 Honor. I really haven't thought that one
20 through.

21 THE COURT: Well, I will tell you the
22 answer is that --

23 THE WITNESS: I think that the
24 procedure --

25 THE COURT: -- Greene County has to

1 follow what the VRA says.

2 THE WITNESS: I have just been
3 following the steps laid out in the Virginia
4 Water and Waste Authority Act that deals with
5 the withdrawal of a member from the Service
6 Authority, or any service authority, not just
7 Rapidan Service Authority.

8 THE COURT: Okay.

9 THE WITNESS: Any service authority.

10 THE COURT: Part of what is difficult
11 about this for me, Mr. Clemons, is your
12 counsel has argued that the Rapidan Service
13 Authority is effectively a land unto itself
14 and it can do what it wants without any legal
15 recourse by any other person, except for a
16 citizen complaining about it, and that Greene
17 County is without the ability to complain.
18 So, I'm interested in knowing whether or not
19 you thought that it was permissible to just
20 discharge Greene County from the Rapidan
21 Service Authority without this process that's
22 taking place.

23 THE WITNESS: I don't think it's
24 permissible, your Honor.

25 THE COURT: Thank you.

1 Go ahead, Ms. Lynn.

2 BY MS. LYNN:

3 Q. So, has there been a vote at all?

4 A. On the withdrawal?

5 Q. Yes.

6 A. Not on the withdrawal, no. Not at all.

7 THE COURT: And just we can note at
8 this point, though, Orange County and Madison
9 County have agreed that Greene should be able
10 to withdraw.

11 MS. LYNN: Conditional on VRA's
12 consent.

13 THE COURT: Yeah.

14 MS. LYNN: Because VRA is the bond
15 holder for Rapidan Service Authority. And
16 the statute requires that the bond holder --
17 it specifically says that, "No locality" --
18 I'm reading from 15.2-5112, section A. "No
19 locality may withdraw from any authority that
20 has outstanding bonds without the unanimous
21 consent of all the holders of such bonds
22 unless all such bonds have been paid or
23 cashed or United States Government
24 obligations have been deposited for their
25 payment."

1 BY MS. LYNN:

2 Q. Mr. Clemons, who does RSA have bonds
3 with?

4 A. Virginia Resources Authority.

5 Q. And have those bonds been satisfied?

6 A. No, ma'am.

7 Q. And is that why VRA corresponds with
8 regard to the status of Greene County meeting
9 their conditions with you as the Rapidan Service
10 Authority general manager?

11 A. Yes.

12 Q. Do the counties have any say-so in
13 appointing persons to the board?

14 A. Yes, they do. They appoint their
15 representatives. The Board of Supervisors for
16 each county appoints their two representatives.

17 Q. And how many board members do you have?

18 A. Six, two from each county.

19 MS. LYNN: As long as you have accepted
20 all of the exhibits, your Honor, that's all I
21 have for Mr. Clemons.

22 THE COURT: Thank you. Anybody else
23 have any questions for Mr. Clemons?

24 MR. HABEEB: Judge, there are a lot of
25 questions I could ask Mr. Clemons. I'm going

1 to pass with one comment, assuming your Honor
2 is okay, one of the exhibits that we just
3 talked about, Exhibit 9 on that email,
4 included an October 29th, 2021 VRA
5 conditional consent to withdrawal, that I'm
6 not sure if maybe Mr. Clemons hasn't seen it
7 yet, but it's inconsistent with that
8 testimony. I don't need to ask him questions
9 as long as your Honor has it.

10 THE COURT: I have it.

11 MR. HABEEB: You will note what the
12 latest is --

13 THE COURT: I have it.

14 MR. HABEEB: Then I will waive any
15 cross-examination, your Honor.

16 THE COURT: Thank you. Any other
17 witnesses, Ms. Lynn?

18 MS. LYNN: Well, I will redirect on
19 that comment, your Honor, if I may.

20 THE COURT: Sure.

21

22 * * * * *

23

24

25

1 R E D I R E C T

2 E X A M I N A T I O N

3 BY MS. LYNN:

4 Q. Mr. Clemons, can you look at Exhibit
5 Number 9, the last letter.

6 A. Later dated October 29th, 2021.

7 Q. Yeah. That's an exhibit in the
8 package; is that correct?

9 A. Yes, it is.

10 Q. Are you copied on that?

11 A. I am copied on it.

12 Q. Okay. What is your understanding of
13 the process based on the receipt of that letter?

14 MR. HABEEB: This is, again, asking
15 Mr. Clemons to be a lawyer, but --

16 THE COURT: It is.

17 MR. HABEEB: -- I'm happy to --

18 THE COURT: I sustain the objection.

19 Go ahead, Ms. Lynn.

20 BY MS. LYNN:

21 Q. As the manager, has the board taken any
22 further action on Greene County's withdrawal?

23 A. The only action the board has taken so
24 far is, in a recent meeting, to authorize me as
25 the general manager and Terry Lynn as our

1 corporate counsel to mediate on Rapidan Service
2 Authority behalf if and when it reaches that
3 juncture in this process. This letter, my
4 understanding, and I'm not a lawyer, you are
5 correct, sir, is that this is simply a letter
6 conditional, it says conditional withdrawal, with
7 the completion of quite a few things that have
8 been outstanding for a number of months. I
9 believe that conditional withdrawal, my
10 understanding was Greene County had asked for that
11 so that mediation could move forward. They don't
12 have full consent, they have a conditional consent
13 based on meeting a lot of requirements.

14 MR. HABEEB: Judge, based on that --

15 THE COURT: Any other questions,
16 Ms. Lynn?

17 MS. LYNN: No, your Honor. Thank you.

18 MR. HABEEB: There are two questions I
19 would love to ask based on that redirect.

20 THE COURT: Go ahead.

21
22 * * * * *

1

R E C R O S S

2

E X A M I N A T I O N

3

BY MR. HABEEB:

4

Q. Mr. Clemons, have you been informed

5

that Greene County for about a year has offered to

6

enter into binding mediation without condition as

7

set forth in this October 29th letter?

8

A. I know that Rapidan Service Authority

9

offered to enter mediation with Greene County last

10

year.

11

Q. Let me --

12

A. And I believe it was rejected,

13

Mr. Habeeb.

14

Q. Let me ask my question specifically and

15

let me ask it real clear. Are you aware that for

16

over a year Greene County has offered to

17

unconditional mediation with Rapidan Service

18

Authority, and Rapidan Service Authority has

19

refused to mediate unless certain preconditions

20

were met? Are you aware of that?

21

A. What Rapidan Service Authority did, I

22

believe, sir, was to say when Greene County gets

23

far enough down the process that mediation

24

actually makes sense, that they would be willing

25

and glad to participate.

1 Q. So, it is not Rapidan Service
2 Authority's position that Greene County must
3 dismiss the litigation with prejudice prior to
4 your counsel agreeing to schedule a mediation,
5 that is not Rapidan Service Authority's position?

6 A. Rapidan Service Authority does believe
7 that Greene County should dismiss the litigation,
8 and that's also stated in VRA's letter of
9 October 29th.

10 Q. So, again, I'm going to ask it again.
11 Do you agree that Greene County for over a year
12 has agreed to mediate unconditionally with Rapidan
13 Service Authority?

14 A. I don't believe I agree with that.

15 Q. Okay. Second question and last line of
16 questions, although it may take more than one
17 based on that last round. The second bullet point
18 is successful negotiation and execution of a
19 comprehensive withdrawal agreement among Greene,
20 Rapidan Service Authority, and the other counties.
21 Tell the judge how long ago you, as director of
22 RSA, were provided with Greene County's proposed
23 comprehensive withdrawal agreement. Was it six
24 months ago?

25 A. I'm going to guesstimate, sir, five or

1 six months ago.

2 Q. Okay. Let's guesstimate six months.

3 Would you please tell the Court when Rapidan

4 Service Authority provided its response to

5 Greene's proposed comprehensive withdrawal

6 agreement?

7 A. It has not at this point.

8 Q. It has not provided any response so

9 far; right?

10 A. I believe that my attorney has been in

11 contact with another attorney in your office going

12 back and forth on those sort of things.

13 Q. So, you believe the Rapidan Service

14 Authority has in fact provided a response to the

15 proposed comprehensive withdrawal agreement?

16 A. I don't know, to be honest with you. I

17 don't believe so.

18 Q. Okay. Because it's hard on my end when

19 you point to the conditions contained in this VRA

20 letter, but it seems like you control the

21 conditions and have an --

22 A. I didn't place the conditions in the

23 VRA letter, sir, VRA did.

24 MR. HABEEB: I don't have any other

25 questions. Thank you.

1 THE COURT: Thank you. Ms. Lynn, any
2 other argument?

3 MS. LYNN: Well, I have argument. No
4 questions for him.

5 THE COURT: Go ahead then, please
6 continue your argument.

7 MS. LYNN: So, your Honor, I think that
8 the documents that are in front of you and
9 the testimony establishes how Rapidan Service
10 Authority was formed by the three counties.
11 And in doing so, as part of the Articles of
12 Incorporation, the counties were given the
13 right to appoint people on the board. So,
14 the board has six members. That was an
15 amendment to the articles that went from five
16 to six. So each county has the right to
17 appoint anyone, the two people from each
18 county, to represent their interests on the
19 board. And so, the board acts collectively
20 as the Rapidan Service Authority governing
21 body. There are checks and balances in that
22 governing body because each county can
23 designate two people to be on there. So, to
24 the extent there needs to be protections
25 afforded, there are representatives on the

1 board for that very purpose. But, the board
2 operates through a majority vote, just like
3 other boards, just like the Madison County
4 Board of Supervisors, the Orange County Board
5 of Supervisors, or the Greene County Board of
6 Supervisors. They all take votes, they
7 operate the same as Rapidan Service
8 Authority. And sometimes the votes may not
9 be unanimous, but the board operates on a
10 majority vote. And so, that's where the
11 protections come in for each of the counties,
12 whether it's Orange, Madison, or Greene, is
13 by their appointment of people on the board
14 that are supposed to act as liaisons for this
15 governmental entity.

16 So, the resolutions, the Articles of
17 Incorporation, and every single amendment
18 that has been introduced and accepted by the
19 Court reflects that the Rapidan Service
20 Authority was formed under the Virginia Water
21 and Waste Authorities Act, which back then
22 was called the Sewer Authorities Act. So,
23 that is the act that governs all of the
24 functions of this public governmental entity
25 that the legislature decided was an important

1 thing to put in the Virginia Code because it
2 allowed regionalization of utility providers.
3 That was the whole goal of the legislature in
4 forming this Act was to protect resources,
5 for example, like the Rapidan Service
6 Authority, and have a regional entity govern
7 those water sources, rather than numerous
8 counties going in different directions.

9 So, what is established is that Greene
10 County does not under any police power or any
11 other act provide water or sewer services in
12 Greene County. That is only done by Rapidan
13 Service Authority. The board, all six
14 members, are the ones that are given the
15 legislative authority to act as Rapidan
16 Service Authority and this entity. So,
17 Mr. Clemons has testified to those facts. We
18 have got the amendments to the articles, all
19 of those reflect the authority for Rapidan
20 Service Authority's actions, or non-actions.

21 So, Code of Virginia Section 15.2-5114
22 is actually the code section that indicates
23 that Rapidan Service Authority -- it says,
24 "Each authority" -- and I'm not going to read
25 this whole statute. But it says, "Each

1 authority is an instrumentality exercising
2 public and essential governmental functions
3 to provide for the public health and
4 welfare," and this statute goes on and sets
5 forth the powers of Rapidan Service
6 Authority. So, this is where the authority
7 gets its power from. No other statutes, just
8 this Act.

9 So, Rapidan Service Authority can only
10 act within the mandates of that Act. It
11 doesn't have authority to engage in any
12 activities that are not authorized by the
13 General Assembly. That's the Dillon Rule
14 that we have talked about in the brief. As a
15 matter of fact, I have another case here that
16 I thought was interesting. This is an
17 Albemarle County case, SINCLAIR VERSUS NEW
18 CINGULAR WIRELESS PCS, LLC. And this was a
19 case that the Virginia Supreme Court noted
20 that local bodies only have the powers
21 expressly granted and that you can only
22 delegate legislative functions to others if
23 you're authorized by the statute. In this
24 case, they found that Albemarle County, they
25 could not delegate a waiver decision to

1 another board, because there was no statute
2 allowing them to do so.

3 In the case at hand, we are governed by
4 the Virginia Water and Waste Authorities Act.
5 There is no language in that Act that allows
6 us to delegate the right to set or even have
7 any say-so in setting fees and rates.

8 THE COURT: So, Ms. Lynn, then tell me,
9 please, why in the world is there a second
10 amendment to the Rapidan Wastewater System
11 Service Authority agreement dated December 9,
12 2014, that was entered into between Greene
13 County and Rapidan Service Authority if
14 there's no reason for Greene County to have a
15 say? Or if Greene County doesn't have a say,
16 why is there in existence any agreement at
17 all, much less a second amendment to the
18 Rapidan Wastewater System Service agreement
19 between Greene County and the Rapidan Service
20 Authority, wherein on page 4 -- no, page 2
21 maybe. I can't remember where it was.

22 MR. HABEEB: It's on page 2, Judge.
23 4A.1 I think is probably what you are looking
24 for.

25 THE COURT: There you go. It says,

1 "Rapidan Service Authority hereby establishes
2 a sewer system facility fee for the Rapidan
3 water system in an amount approved in writing
4 by the County and the Rapidan Service
5 Authority from time to time."

6 If that exists and it is entered into
7 and agreed to between the parties, doesn't
8 Rapidan Service Authority now have some duty
9 under this agreement or contract to abide by
10 the terms of this agreement or contract once
11 they enter into it?

12 There's nowhere here in this contract
13 that says that Greene County is taking away
14 their legislative authority to do anything,
15 but that Rapidan Service Authority and Greene
16 County have agreed to operate in a certain
17 way. And then Rapidan Service Authority's
18 failure to operate in this certain way leads
19 Greene County to come to this Court and ask
20 for help under the circumstances.

21 Under King's Villa, King George,
22 Concerned Citizens of Gloucester County, and
23 the other cases that I've read, your view of
24 your plea in bar and what your sovereign
25 immunity is, I don't believe extends to this

1 particular lawsuit, Ms. Lynn. And the Court
2 denies your plea in bar, or overrules it as
3 it relates to the issues presented therein,
4 in that Greene County can ask this Court to
5 intervene on all of the contractual issues
6 presented in its complaint, the amended
7 complaint, most recent one to the Court, and
8 that Rapidan Service Authority will have to
9 respond to same.

10 Now, I would like it if, Mr. Habeeb,
11 you would draft an appropriate order for this
12 purpose.

13 Part two of that is I would like to
14 schedule the partial summary judgment,
15 because I believe that that can be done
16 pretty quickly and without lots of issues.
17 Because I think there is some issues here
18 once I get through everything, again, that
19 may be ripe to resolve one way or the other
20 in partial summary judgment, or not. I don't
21 know yet, because I haven't thought about all
22 that yet. But, it may be an appropriate time
23 to think about how we take the next steps in
24 this case and what we want to schedule next.
25 So, I'm going to ask y'all to contact

1 Miss McIver and schedule another hearing date
2 to take care of both the demurrer and any
3 other outstanding pretrial issues that may be
4 dispositive as to any issues, that we
5 schedule them for a hearing where we will
6 hear all of those matters at one time,
7 instead of in a piecemeal fashion, and
8 dispose of all of it and allow you parties to
9 figure out how you wish to proceed next.

10 MR. HABEEB: Thank you, Judge.

11 MS. LYNN: Your Honor, you asked me a
12 question that I don't feel that I was given
13 the opportunity to answer. And that is why
14 doesn't Rapidan Service Authority have to
15 abide by a contract, the second amendment.
16 And so, I understand your ruling. I would
17 like the opportunity to answer that question
18 in a letter, because I believe that that is
19 incredibly important.

20 THE COURT: Ms. Lynn, you can always
21 address the Court in writing at any time
22 about any particular issue. Feel free to do
23 so.

24 MS. LYNN: I mean, because you
25 specifically asked me why do we not have to

1 go by that amendment. And the answer to the
2 question is that under numerous Virginia
3 Supreme Court cases, that amendment would be
4 considered void.

5 THE COURT: But it's not. Nobody has
6 asked me to consider it to be void. And as a
7 matter of law, it's not void or voidable. It
8 exists between two governmental entities.
9 And one governmental entity has the ability
10 to ask this Court to resolve the dispute
11 between it and the other one that it created.
12 And as a result, the plea in bar must fail.

13 MS. LYNN: I believe that there are
14 ample cases, including in the annotations of
15 the statutes that Greene County presented,
16 even one from the United States
17 Supreme Court, indicating that the delegation
18 of legislative functions such as the setting
19 of rates and fees cannot be contracted away.

20 THE COURT: That's not what they did.
21 Rapidan Service Authority agreed that they
22 would set and collect the fees, which they
23 have now abandoned based on the testimony of
24 Mr. Clemons, when they said that they are not
25 going to collect the fee anymore. The

1 agreement says Rapidan Service Authority
2 establishes a sewer system facility fee in an
3 amount approved in writing by the County and
4 the Rapidan Service Authority from time to
5 time. And so, the Rapidan Service Authority
6 has agreed to work with Greene County in
7 order to establish this fee. They didn't
8 give anything up. They still have to approve
9 it, they still have to do all the things that
10 they need to do to make the fee a reality.
11 But, what they have agreed to do is something
12 now that they have seemed to, based on
13 Mr. Clemons' testimony, failed to do. And
14 perhaps failed to do without good faith,
15 because some entity called Greene County
16 Board of Supervisors sued the Rapidan Service
17 Authority. And then they censured the
18 members of the Rapidan Service Authority that
19 were members of Greene County, or appointed
20 by Greene County, when it's a different
21 entity at all that sued them.

22 And so, there are some questions that
23 Greene County has asked the Court to answer
24 based on Rapidan Service Authority's response
25 to things done by Rapidan Service Authority,

1 for whatever reason. And this is the only
2 place that Greene County can ask for that to
3 take place. There is no other recourse for
4 them. And so, the argument that this is
5 somehow asking that they legislate away their
6 ability to set fees is just a
7 misunderstanding of the facts as they exist.
8 It's not what Greene County is asking the
9 Court to do. Nor are they suggesting that
10 the Court allow them to do it. All they are
11 asking is that Rapidan Service Authority
12 comply with the contract and agreement they
13 entered into with Greene County. And when
14 they do that, I don't know what happens.
15 But, that is what Greene County is asking
16 for.

17 So, Mr. Habeeb, if you can circulate
18 the appropriate order. I have entered the
19 order that you sent in, or Mr. Haley sent in,
20 I can't remember who did. Who sent it in for
21 the nonsuit, Haley?

22 MR. HALEY: I did, Judge.

23 THE COURT: So, I've entered that order
24 regarding the nonsuit and noted Mr. Gregg's
25 objection, that he adopted the objection of

1 Mr. Calos.

2 MR. HABEEB: Thank you, your Honor.

3 MS. LYNN: So, your Honor, there is a
4 demurrer outstanding that I have not briefed
5 and we have not filed an answer.

6 THE COURT: Yes.

7 MS. LYNN: So, the statute requires
8 that all preliminary motions be resolved
9 before the filing of a summary judgment
10 motion. We anticipate that if we get passed
11 the demurrer, we will answer and file a
12 counterclaim. So...

13 THE COURT: So, there's no reason that
14 I understand under Virginia law when
15 everything has been properly noticed, that we
16 wouldn't be able to resolve them all at the
17 same time, just in the right order. So that
18 we would take up your demurrer and anything
19 else, and then we can take up a substantive
20 issue, like the motion for partial summary
21 judgment, right after we deal with the
22 demurrer, if there's a reason to. It doesn't
23 mean that the Court won't sustain the
24 demurrer, it just means that if we schedule
25 the demurrer and hear the demurrer, the Court

1 agrees with you, then we don't get to the
2 other part. But, if I don't agree with you,
3 then we can do the other matter, too, and try
4 to resolve all of the issues at one time.

5 MS. LYNN: Well, my only issue with
6 that, your Honor, is that we haven't filed an
7 answer and we are not required to file a
8 counterclaim until, you know, we file an
9 answer. And if there are motions for summary
10 judgment, we would do a countermotion as
11 well.

12 THE COURT: So then I'm not going to
13 tell you how to litigate your case. All I'm
14 telling you is the way I want to proceed here
15 is in an efficient way and try to resolve all
16 of the issues that are outstanding at one
17 time. If you are telling me that you are
18 unable to do that, for whatever reason, then
19 we can take that up. But, I would like to
20 schedule one more motions day to resolve this
21 case, as much of it as we can, and try to
22 define what issues are going to be tried or
23 not tried efficiently. I mean, this case has
24 been around for a little while now. And I
25 would like it to be able to efficiently

1 conclude one way or the other; either through
2 trial or the agreement of the parties, or
3 other order of the Court, sooner rather than
4 later.

5 MS. LYNN: So, I would ask that the
6 Court entertain the demurrer next, and I will
7 brief it as soon as possible.

8 THE COURT: Happy to entertain the
9 demurrer next. And all I would ask you to
10 do, Mr. Habeeb and Miss Lynn, and to the
11 degree Mr. Craig and Mr. Calos are interested
12 in, to schedule a new date with my office and
13 we will schedule it as soon as possible.

14 How much time do you think you need to
15 respond, Ms. Lynn?

16 MS. LYNN: I haven't even started a
17 memorandum on it. I mean, I would think I
18 can get one done in 10 days or so.

19 MR. HABEEB: Judge, it's the exact same
20 issues you just ruled on.

21 THE COURT: So, I know that I have time
22 available December 27th and 28th. And I'm
23 happy to spend those days with you all doing
24 whatever you would like to do that day. But
25 that seems to be a date that no one wants. I

1 have another case involving the State Water
2 Board that day, the 28th, because, well, he
3 works for the State and he was available that
4 day.

5 So, I have the 27th and 28th. And
6 after that, it gets difficult to find some
7 time.

8 MR. HABEEB: Judge.

9 THE COURT: Let me also say this. I
10 have --

11 MR. HABEEB: Judge, let me see if I can
12 make it easy for you. Greene County has
13 already filed a brief on this demurrer. The
14 demurrer is purely an issue of argument.
15 There's no need to have a hearing, we would
16 waive oral argument and allow your Honor to
17 decide the matter on the pleadings, and we
18 will not file anything else after what we
19 have already filed.

20 THE COURT: Excellent. Good to hear.

21 MS. LYNN: And I'm available on the
22 28th, your Honor.

23 MR. HABEEB: That would be a great day
24 to hear our motion for summary judgment.

25 THE COURT: All right.

1 MS. LYNN: Well, I was saying I was
2 available that day for a hearing on the
3 demurrer.

4 THE COURT: Okay. So, what we are
5 going to do is schedule both demurrer and the
6 summary judgment for that date. And I will
7 receive in 10 days or so Ms. Lynn's response.
8 And if I can respond to the paperwork, I
9 will, without setting a hearing. And if
10 that's the case, then we will just have the
11 summary judgment motion on the 28th. If not,
12 we will have the demurrer hearing on the
13 28th.

14 MR. HABEEB: Judge, just so we can get
15 the right notice out, how much time and when
16 on the 28th do you have available?

17 THE COURT: The 28th is available after
18 1:00. So, it would be 1:30 on.

19 MR. HABEEB: Okay. And would you like
20 an in-person hearing or another virtual
21 hearing?

22 THE COURT: I think given the spread of
23 everyone, that a virtual hearing is just fine
24 with the Court, unless everybody wishes to
25 travel to Greene. I have another matter

1 scheduled that morning at 9:00 a.m. that is
2 unlikely to take place given the history of
3 the defendant in the case. It's unlikely to
4 be resolved that day. And so, if you want to
5 start early and be the backup team for the
6 9:00 case, we can do it in Greene that
7 morning. I've got to be there anyway. That
8 may be just as efficient.

9 MS. LYNN: That sounds good, your
10 Honor.

11 THE COURT: Okay.

12 MR. HABEEB: And we will work in
13 general on all of that.

14 THE COURT: Okay. Greene County at
15 9:00 a.m. on the 28th.

16 MS. LYNN: In person?

17 THE COURT: Yes.

18 MS. LYNN: Thank you, your Honor.

19 MR. HABEEB: Thank you, Judge.

20 THE COURT: Thank you all.

21 MR. HALEY: Thank you, Judge.

22 THE COURT: Thank you.

23 MR. GREGG: Thank you, your Honor.

24 Have a good afternoon.

25 (Hearing concluded at 5:45 p.m.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF COURT REPORTER

I, Kimberly A. Adderley, RPR, RMR,
Court Reporter, do hereby certify that I reported to
the best of my ability the proceedings heard before
the Circuit Court for the County of Greene,
Virginia, in the captioned cause, by The Honorable
Claude V. Worrell, II, Judge of said Court, on
November 8, 2021.

I further certify that the foregoing
transcript, numbering pages 1 through 67 inclusive,
constitutes a true, accurate, and complete
transcript of said proceedings.

Given under my hand this 14th day of
November, 2021.

Kimberly A. Adderley, RPR, RMR, Notary Public
Notary Registration No. 273323
Commonwealth of Virginia at Large

<p>WORD INDEX</p> <p>< 1 ></p> <p>1 5:13 25:22, 24 26:9 68:11 1:00 66:18 1:30 66:18 10 2:13 5:17 64:18 66:7 11 5:18 111 3:15 1111 4:5 11A 27:21 12 5:18 13 5:19 14 5:19 14th 68:14 15 5:20 26:7, 23 15.1-2136 13:19 15.2-5112 28:16 43:18 15.2-5114 53:21 16 29:15 16th 29:18 32:11, 12 17 29:17 17th 33:22 1969 14:18 24:18</p> <p>< 2 ></p> <p>2 5:13 55:20, 22 2.6 35:3 2014 55:12 2020 19:8, 10, 11 29:15 32:11, 12 33:22, 23 2021 1:17 2:5 6:1 27:23 37:24, 25 38:7, 10 45:4 46:6 68:9, 15 22 24:12 22936 3:6 22960 3:16 23219 4:6 2400 4:5 24011 2:14 26 5:13, 14, 15, 16, 17, 18, 19, 20 273323 68:22 27th 64:22 65:5</p>	<p>28th 64:22 65:2, 5, 22 66:11, 13, 16, 17 67:15 29 27:23 29th 29:7 45:4 46:6 48:7 49:9</p> <p>< 3 ></p> <p>3 5:14</p> <p>< 4 ></p> <p>4 5:14 55:20 4:30 1:16 4:33 2:5 6:1 434 3:7 46376 1:24 4A.1 55:23</p> <p>< 5 ></p> <p>5 5:15 5:45 1:16 67:25 540 2:15 3:17</p> <p>< 6 ></p> <p>6 5:15 29:14 648-1636 4:7 67 68:11 672-7070 3:17 695 3:5</p> <p>< 7 ></p> <p>7 5:16</p> <p>< 8 ></p> <p>8 1:17 2:5 5:16 6:1 68:9 804 4:7</p> <p>< 9 ></p> <p>9 5:17 27:12 28:6, 8, 12, 17 29:8 45:3 46:5 55:11 9:00 67:1, 6, 15 900 2:13 964-9152 3:7 983-9300 2:15</p> <p>< A ></p> <p>a.m 67:1, 15 abandoned 59:23 abide 56:9 58:15 ability 16:5, 16, 22 17:4 34:24 35:11</p>	<p>42:17 59:9 61:6 68:5 able 22:22 43:9 62:16 63:25 accept 26:24 accepted 44:19 52:18 accurate 68:12 Act 11:22, 23 12:22 13:13, 18, 25 14:4, 9, 24 17:17 18:20, 23 19:1 24:23 42:4 52:14, 21, 22, 23 53:4, 11, 15 54:8, 10 55:4, 5 action 11:5 22:12 35:24 46:22, 23 actions 53:20 activities 54:12 acts 51:19 add 27:17 Adderley 1:25 2:3 7:6 68:3, 21 address 23:13 58:21 addressed 8:1 Administrator 9:24 21:24 22:3, 9 admissibility 27:1, 4 admit 10:4, 6 26:18 admitted 10:5 27:8 admitting 10:4 adopted 7:18 61:25 adopts 9:13 afforded 51:25 afternoon 10:21 28:22 67:24 ago 49:21, 24 50:1 agree 49:11, 14 63:2 agreed 17:5 43:9 49:12</p>	<p>56:7, 16 59:21 60:6, 11 agreeing 12:2 49:4 agreement 15:17 20:7, 23 21:2 49:19, 23 50:6, 15 55:11, 16, 18 56:9, 10 60:1 61:12 64:2 agrees 63:1 ahead 11:2 20:1 23:17 25:19 29:20 34:20 37:6 38:14 43:1 46:19 47:20 51:5 Albemarle 54:17, 24 allow 14:4, 11 38:2 58:8 61:10 65:16 allowed 13:13 15:13 35:4 41:16 53:2 allowing 18:1 55:2 allows 13:25 55:5 amended 11:6 57:6 amendment 51:15 52:17 55:10, 17 58:15 59:1, 3 amendments 15:1 53:18 amount 16:13 56:3 60:3 ample 59:14 ANDERSON 4:4 annotations 59:14 anonymous 28:13 answer 12:13, 14, 17, 18 41:22 58:13, 17 59:1 60:23 62:5, 11 63:7, 9 anticipate 62:10 Anybody 44:22 anymore</p>	<p>59:25 anyway 67:7 apologize 36:4 apparently 10:3 APPEARANC ES 2:9 3:1 4:1 appoint 44:14 51:13, 17 appointed 60:19 appointee 37:1 appointing 44:13 appointment 52:13 appoints 44:16 Appreciate 9:17 appropriate 8:23 9:1 57:11, 22 61:18 approval 40:4 approve 60:8 approved 56:3 60:3 argued 42:12 argument 11:2 22:20 51:2, 3, 6 61:4 65:14, 16 arguments 9:4 Articles 14:18, 25 26:13 51:11, 15 52:16 53:18 asked 10:3 47:10 58:11, 25 59:6 60:23 asking 12:10 18:12 32:14 34:7 46:14 61:5, 8, 11, 15 Assembly 12:21 18:2 54:13 assuming 45:1 attached 26:3, 8 attempts 21:20 attend 10:7 attorney 50:10, 11 August 29:2</p>	<p>Authorities 11:22 12:22 13:18, 25 14:24 18:20 19:1 24:23 52:21, 22 55:4 AUTHORITY 1:8 3:10 11:11, 17, 21 12:11, 16, 21 13:16, 20, 22 14:1, 13, 14, 20, 22 15:19, 22 16:4, 11, 17, 19, 21 17:6, 16, 22, 24 18:2 19:6, 13, 14, 24 20:3, 8, 11, 12, 15, 21, 22 21:5, 7, 8 22:10 24:10, 17, 22 25:1, 4, 10 27:24 28:15 30:3, 11, 16 31:3, 7, 13, 22, 24 32:14, 15, 16, 17 33:10, 17, 19, 25 34:2, 13, 25 35:3, 5, 20, 25 36:6, 13 37:4, 18, 21, 23 38:1, 4 39:2, 4, 6, 9, 10, 13, 15 40:7, 10 41:1, 15, 17 42:4, 6, 7, 9, 13, 21 43:15, 19 44:4, 10 47:2 48:8, 18, 21 49:6, 13, 20 50:4, 14 51:10, 20 52:8, 20 53:6, 13, 15, 16, 19, 23, 24 54:1, 6, 9, 11 55:11, 13, 20 56:1, 5, 8, 14, 15 57:8 58:14 59:21 60:1, 4, 5, 17, 18, 25 61:11 Authority's 15:15 19:16, 17 39:8 49:2, 5 53:20 56:17 60:24 authorize 46:24</p>
---	--	---	--	---	---

authorized 54:12, 23	34:11, 15, 16, 18 35:5, 14, 18 36:1, 6, 22 37:22 38:1, 13, 22 39:2, 4, 11 44:13, 15, 17 46:21, 23 51:13, 14, 19 52:1, 4, 5, 9, 13 53:13 55:1 60:16 65:2	cases 13:3 56:23 59:3, 14 cash 43:23 cause 68:7 censured 60:17 certain 13:11 17:6 27:1 48:19 56:16, 18 CERTIFICAT E 68:1 certify 68:4, 10 chairman 36:22 chance 10:20 change 7:21 charge 20:21 21:5, 13 charged 19:15 21:9 charging 20:4, 22, 25 21:10 check 16:10 checks 51:21 choice 34:9 choose 35:6 CINGULAR 54:18 CIRCUIT 1:2 68:6 circulate 61:17 circumstances 12:14 56:20 cited 14:25 citizen 18:8 42:16 citizenry 17:7 Citizens 56:22 CITY 21:23 CL20000689- 00 1:7 claims 8:6 CLAUDE 1:14 2:2 68:8 cleaning 9:19 clear 28:7 48:15 CLEMONS 5:3 22:20, 25 23:14 24:1, 7 25:8, 14, 21 26:16 30:2, 19 34:6 37:9 39:25 42:11 44:2, 21, 23, 25 45:6 46:4, 15 48:4	53:17 59:24 60:13 clients 26:25 Code 13:18 28:16 53:1, 21, 22 collect 20:9 21:4 59:22, 25 collected 15:20 collecting 21:1 33:11 collection 30:6 collectively 51:19 color 35:10 come 18:8 38:18 52:11 56:19 comes 27:5 coming 32:13 commencing 2:5 comment 45:1, 19 Commission 18:5 37:1 Commonwealt h 2:4 68:23 complain 16:16, 20 42:17 complained 38:20 complaining 42:16 complaint 11:6 23:4 57:6, 7 complete 68:12 completion 47:7 comply 61:12 comprehensive 49:19, 23 50:5, 15 CONCERNED 15:4 18:8 56:22 conclude 64:1 concluded 67:25 conclusion 34:4 conclusions 25:15, 18 condemn 11:15 16:13	condemned 16:18 condition 48:6 Conditional 43:11 45:5 47:6, 9, 12 conditionally 7:18 conditions 44:9 50:19, 21, 22 consent 28:13 43:12, 21 45:5 47:12 consented 39:20 consequence 22:13 consider 59:6 considered 26:7 59:4 consistent 35:2 constitutes 68:12 construction 38:21 contact 50:11 57:25 contained 50:19 CONT'D 3:1 4:1 contested 23:5, 12 continue 8:11 10:6 25:13 51:6 contract 12:24 13:1, 4, 9, 14, 17 14:1, 3, 5, 6, 7, 9 15:17 16:1 21:19, 25 22:2, 11, 13, 14, 15 56:9, 10, 12 58:15 61:12 contracted 21:15 59:19 contracts 15:2, 9, 14 17:11 contractual 57:5 control 14:20 16:5 21:20 50:20 conversation 22:21	copied 46:10, 11 copy 6:19 28:23 corporate 39:8 47:1 Corporation 18:4 correct 6:21 46:8 47:5 corrected 27:14 29:14 corresponds 44:7 COUNSEL 2:9, 20 3:1, 10, 20 4:1, 10 39:8, 9 42:12 47:1 49:4 count 7:14 counterclaim 7:25 8:1, 10 62:12 63:8 countermotion 63:10 counties 13:21 14:22 24:18 25:1, 3 28:14 44:12 49:20 51:10, 12 52:11 53:8 COUNTY 1:2, 4, 8, 9 3:20 4:10 8:17, 18, 19, 21 9:22, 23 13:7 14:15, 16, 17 15:5, 8, 18, 22, 24 17:5, 8, 9, 14 18:12, 22 19:12, 18 20:5, 7, 24 21:3, 16, 24 22:3, 6, 9 23:7, 10 28:15 29:4 30:3, 4, 8, 10, 12, 14, 15, 20, 21, 23 31:8, 14 32:2, 3, 4, 13, 19 33:9, 12, 24 34:1, 11, 16, 23 35:19 36:13, 20, 22 37:3, 13, 22 38:2, 6, 9, 11, 15, 17, 21 39:3, 6, 12 40:5, 16, 17, 24 41:7, 14,
--------------------------------	--	--	--	---	--

15, 25 42:17, 20 43:8, 9 44:8, 16, 18 47:10 48:5, 9, 16, 22 49:2, 7, 11 51:16, 18, 22 52:3, 4, 5 53:10, 12 54:17, 24 55:13, 14, 15, 19 56:4, 13, 16, 19, 22 57:4 59:15 60:3, 6, 15, 19, 20, 23 61:2, 8, 13, 15 65:12 67:14 68:6 county's 22:5 34:24 39:20 46:22 49:22 couple 9:19 COURT 1:2 6:5, 17, 19, 20, 22, 25 7:3, 6, 9, 11 8:12 9:3, 10 10:2, 10, 19, 24 11:1, 5, 9 12:10, 23 13:6 15:3, 11, 16 16:9 17:1, 3, 20 19:4, 9, 18, 20, 22 20:1, 6, 14, 20 21:10, 19 22:2, 11, 17, 24 23:14, 17 24:16 25:17, 24 26:5, 15, 18, 23 27:16, 20 28:5, 11, 23 29:6, 11, 20 30:18, 25 31:5, 11, 16, 19 32:5, 8, 10, 21, 25 33:3, 5, 21 34:5, 10, 20 35:7, 17, 23 36:5, 8, 10, 19, 24 37:2, 6 39:24 40:13, 20, 23 41:6, 13, 21, 25 42:8, 10, 25 43:7, 13 44:22 45:10, 13, 16, 20 46:16, 18 47:15, 20 50:3 51:1, 5 52:19 54:19	55:8, 25 56:19 57:1, 4, 7 58:20, 21 59:3, 5, 10, 17, 20 60:23 61:9, 10, 23 62:6, 13, 23, 25 63:12 64:3, 6, 8, 21 65:9, 20, 25 66:4, 17, 22, 24 67:11, 14, 17, 20, 22 68:1, 4, 6, 8 courts 16:23 Court's 8:2 Craig 64:11 create 16:3 24:21 created 11:21 13:10 16:6 24:25 41:8 59:11 cross- examination 45:15 current 24:14 currently 24:15 customers 12:12 15:15 19:17, 25 20:5, 18 32:20 < D > date 27:14 29:10 58:1 64:12, 25 66:6 dated 46:6 55:11 day 33:7 63:20 64:24 65:2, 4, 23 66:2 67:4 68:14 days 64:18, 23 66:7 deal 6:7 7:12 62:21 dealing 12:19 deals 42:4 December 55:11 64:22 decide 21:8 35:9 65:17 decided 18:16 20:4, 11 24:21 35:19 37:3 52:25 deciding 21:11	decision 18:14 19:5 54:25 deemed 27:8 Defendant 3:10, 20 4:10 67:3 Defendants 1:10 DEFENDANT' S 5:12 define 63:22 definitely 23:3 degree 64:11 delegate 54:22, 25 55:6 delegated 17:15 25:3 delegation 13:2 14:2 17:23 59:17 demonstrate 40:18, 25 demurrer 10:21 58:2 62:4, 11, 18, 22, 24, 25 64:6, 9 65:13, 14 66:3, 5, 12 denies 57:2 deposited 43:24 designate 51:23 designated 25:22 detailed 39:9 detailing 39:11 determined 32:18 determining 18:21 developer 17:10 21:25 dictated 40:9 difference 27:13 29:16, 19 different 15:4 16:25 17:1, 3 34:16 41:2, 3, 5 53:8 60:20 difficult 42:10 65:6 Dillon 54:13 Direct 5:4 directions 53:8 directly 33:10 director 49:21	discharge 42:20 discontinue 33:11 discretion 12:5 discretionary 18:14 discussion 38:4 dismiss 11:5 49:3, 7 dismissal 8:16, 25 disposal 30:6 dispose 58:8 dispositive 58:4 dispute 59:10 disregard 25:7 distribution 30:5 ditto 7:2 doctrine 11:7 documents 26:17 27:17 51:8 doing 21:1 31:9 36:14 38:19 51:11 64:23 domain 17:18, 19 doubt 10:10 draft 57:11 Drive 3:5 duty 22:5 41:13 56:8 < E > earlier 27:3 early 67:5 Earlsville 3:6 East 3:15 4:5 easy 65:12 echo 9:6 economy 7:1 effectively 42:13 effectuate 39:12 efficient 63:15 67:8 efficiently 63:23, 25 either 22:12 29:11 64:1 email 26:2 27:11 28:21	29:9 45:3 emailed 27:14 eminent 17:17, 18 employed 24:8, 9 endorsed 6:16, 18 endorsement 6:13, 14 9:9 enforceable 16:1 enforcement 12:24 15:24 engage 54:11 enter 13:8 15:9, 14 21:25 48:6, 9 56:11 entered 15:18 55:12 56:6 61:13, 18, 23 entertain 64:6, 8 entirely 15:21 entities 13:14 59:8 entity 13:21 16:6 20:13 21:21 32:3 52:15, 24 53:6, 16 59:9 60:15, 21 equitable 32:19 error 11:14 ESQUIRE 2:18, 19 3:9, 19 4:9 essential 54:2 essentially 26:7 establish 60:7 established 53:9 establishes 51:9 56:1 60:2 everybody 10:11 66:24 exact 64:19 exactly 6:22 7:5 example 14:4 21:23 53:5 Excellent 65:20 execution 49:18 exercised 18:18	exercising 54:1 Exhibit 25:22, 24 26:9 27:11 28:6, 8, 12, 17 29:14 45:3 46:4, 7 exhibits 26:8, 21, 23 27:1, 4, 8 29:23 44:20 45:2 exist 61:7 existence 55:16 exists 56:6 59:8 expect 25:10 explain 11:1 32:10 expressly 54:21 extends 56:25 extent 11:25 51:24 < F > facility 8:3 20:5, 6 30:14 33:12 56:2 60:2 fact 18:8 41:8 50:14 54:15 facts 7:20 19:5 53:17 61:7 fail 59:12 failed 60:13, 14 failure 56:18 faith 60:14 far 46:24 48:23 50:9 fashion 58:7 favor 33:15 February 29:2 37:24, 25 38:7, 10, 23, 25 fee 8:3 18:10, 16 19:15 20:5, 6, 10, 13, 15, 16, 17, 19, 21, 22, 25 21:1, 4, 10, 11, 12, 13, 14 32:16, 18 33:12 56:2 59:25 60:2, 7, 10 feel 58:12, 22
---	--	--	--	--	---

fees 12:2, 7, 9,
12 13:2, 23
14:2, 10, 12
15:14, 19, 20
17:15, 24
18:21, 24
21:8, 21 22:2,
5, 8, 16 33:9
55:7 59:19,
22 61:6
figure 58:9
figured 6:25
file 62:11
63:7, 8 65:18
filed 23:5
27:2 37:8, 11,
12 62:5 63:6
65:13, 19
filing 34:1
62:9
find 21:16
28:24 34:21
65:6
fine 66:23
first 6:8 7:13
8:13
five 49:25
51:15
folks 9:20, 25
follow 40:14
42:1
following
36:3 42:3
follows 24:2
foregoing
68:10
formation
24:17 25:9
formed 13:20
14:19 51:10
52:20
forming 53:4
forth 18:3
48:7 50:12
54:5
forward 47:11
found 22:2
35:1 54:24
four 33:15
Franklin 2:13
free 40:2
58:22
Fried 17:12
front 12:8
25:21 51:8
full 22:20
47:12
fully 25:3
function 12:1,
15, 18 13:12

14:10 16:12
18:19
functions
11:24, 25
12:4, 20 13:4,
5 31:6 52:24
54:2, 22 59:18
funding 38:16
further 46:22
68:10
furthermore
14:11
< G >
General
12:21 18:2
24:15 44:10
46:25 54:13
67:13
GENTRY
2:12
George 56:21
getting 28:23
29:22
Give 28:24
34:6 35:15
60:8
given 12:4, 11,
16, 21 13:22
14:13 17:18
18:19 22:7
28:18 39:25
51:12 53:14
58:12 66:22
67:2 68:14
gives 17:21
glad 48:25
GLOUCESTE
R 15:5 56:22
go 10:5 11:2
20:1 21:3, 16
22:10 23:17
25:19 29:20
34:20 37:6
43:1 46:19
47:20 51:5
55:25 59:1
goal 53:3
goes 7:14
54:4
going 9:11
11:8 16:13
21:14 22:25
23:12, 18
25:5, 12
29:21 38:15
44:25 49:10,
25 50:11
53:8, 24
57:25 59:25
63:12, 22 66:5

good 35:8
41:18 60:14
65:20 67:9, 24
govern 53:6
governed
14:23 55:3
governing
17:25 51:20,
22
government
13:7, 8 32:2
43:23
governmental
11:24 12:15,
20 13:14
16:19 21:21
52:15, 24
54:2 59:8, 9
governs 52:23
grant 9:11
granted 54:21
Great 29:1
65:23
GREENE 1:2,
4 8:18, 21
9:22 14:15,
16, 17 15:18,
22, 24 17:5, 7,
9 18:12, 22
19:11, 18, 23,
25 20:5, 7, 24
21:3, 16 23:7,
9 24:19
26:12 28:14
29:4 30:3, 4,
8, 10, 12, 14,
15, 19, 21, 23
31:7, 14 32:2,
3, 13, 19 33:9,
12, 24 34:1,
11, 16, 23
35:19 36:13,
20, 22 37:2,
13, 22 38:2, 6,
9, 11, 15, 17,
21, 22 39:3, 6,
12, 20 40:5,
16, 17, 24
41:7, 14, 25
42:16, 20
43:9 44:8
46:22 47:10
48:5, 9, 16, 22
49:2, 7, 11, 19,
22 52:5, 12
53:9, 12
55:12, 14, 15,
19 56:13, 15,
19 57:4
59:15 60:6,
15, 19, 20, 23

61:2, 8, 13, 15
65:12 66:25
67:6, 14 68:6
Greene's 50:5
GREGG 3:14,
19 6:10, 11,
15, 16, 21, 24
7:1, 5 8:12,
14 9:7, 13, 16
67:23
Gregg's 61:24
GREGORY
2:18, 19
guarantors
41:9
guesstimate
49:25 50:2
< H >
HABEEB
2:19 7:11, 14
9:18 10:8
25:5 26:24
27:9, 19 28:4,
6, 20 29:1, 7,
24 44:24
45:11, 14
46:14, 17
47:14, 18
48:3, 13
50:24 55:22
57:10 58:10
61:17 62:2
64:10, 19
65:8, 11, 23
66:14, 19
67:12, 19
Habeeb.....
.....48 5:6
habeeb@gentr
ylocke.com
2:17
HALEY 2:18
61:19, 21, 22
67:21
haley@gentryl
ocke.com 2:16
Hamlett 27:25
hand 7:7
23:15 55:3
68:14
happened
19:9 37:24
happens 61:14
happy 6:6
22:24 46:17
64:8, 23
hard 50:18
health 54:3
hear 25:11
30:19 31:15,

18 58:6
62:25 65:20,
24
heard 25:8
68:5
hearing 27:5,
7 58:1, 5
65:15 66:2, 9,
12, 20, 21, 23
67:25
help 56:20
history 67:2
Hmm 41:6
holder 39:15
43:15, 16
holders 40:19,
25 41:1 43:21
honest 50:16
Honor 6:21,
24 8:14, 15
9:16 10:22
11:4 22:19
23:19 25:7
26:1 27:9, 10
29:13 30:24
31:4, 17 33:4
34:9 35:16,
22 36:3, 16
40:8 41:19
42:24 44:20
45:1, 9, 15, 19
47:17 51:7
58:11 62:2, 3
63:6 65:16,
22 67:10, 18,
23
HONORABLE
1:14 2:2 68:7
hot 10:8
< I >
identify 26:16
29:22
II 1:14 2:2
68:8
immunity
11:8, 19, 23
27:21, 22
40:15 56:25
important
22:22 52:25
58:19
imposes 21:22
included 45:4
includes 9:14
12:16
including
59:14
inclusive
68:11

inconsistent
34:22 38:10,
12 45:7
Incorporation
14:19, 25
26:14 51:12
52:17
increase
19:15 32:15
incredibly
58:19
indicates
53:22
indicating
59:17
individual
13:9
individuals
37:14, 19
38:17
informed 48:4
in-person
66:20
instance 17:4
instrumentalit
y 54:1
intention
26:10
interested
42:18 64:11
interesting
10:13 54:16
interests
51:18
intervene 57:5
introduce
23:18 29:23
introduced
52:18
involvement
30:12, 16, 22
involving 65:1
issue 6:8
7:24 8:4, 18
16:25 58:22
62:20 63:5
65:14
issued 14:18
issues 23:12
57:3, 5, 16, 17
58:3, 4 63:4,
16, 22 64:20
its 12:12
15:25 18:16
24:20 40:25
50:4 54:7
57:6
< J >
Job 1:24

<p>join 36:11 joined 9:20 jointly 13:11 JUDGE 1:14 2:2 7:14 9:5 25:5 27:19 28:4 29:25 44:24 47:14 49:21 55:22 58:10 61:22 64:19 65:8, 11 66:14 67:19, 21 68:8 judgment 10:16 57:14, 20 62:9, 21 63:10 65:24 66:6, 11 Judicial 7:1 July 19:8, 10, 11 20:2 32:11, 12 junction 47:3 jurisdictions 7:21 31:23</p> <p>< K > Kimberly 1:25 2:3 68:3, 21 King 56:21 King's 56:21 know 8:24 9:21 10:12 23:19 26:6 48:8 50:16 57:21 61:14 63:8 64:21 knowing 42:18 knowledge 39:19</p> <p>< L > laid 42:3 land 16:13, 18 42:13 landholders 16:17 language 55:5 large 2:4 68:23 latest 45:12 LAW 3:4, 14 11:13 12:25 16:7, 8 59:7 62:14 lawsuit 12:10 34:1, 4 36:11, 17 37:12, 14, 16, 23 57:1</p>	<p>lawsuits 37:8, 10 lawyer 46:15 47:4 lawyers 10:11 lay 40:11 leads 56:18 leave 41:16 led 32:11, 12 legal 12:9 25:9, 15, 18 42:14 legality 8:2 legislate 61:5 legislative 12:1, 4, 11, 16, 20 13:1, 4, 5 14:9 16:18 17:24 18:14, 18 22:5, 8, 16 53:15 54:22 56:14 59:18 legislature 18:24 21:22 52:25 53:3 letter 27:20, 23 29:2, 3, 4, 7 46:5, 13 47:3, 5 48:7 49:8 50:20, 23 58:18 letters 28:10 29:12 levying 21:11 liaisons 52:14 line 49:15 litigate 63:13 litigation 49:3, 7 little 63:24 LLC 54:18 local 54:20 localities 16:3 19:2 locality 12:3 18:1 43:17, 19 LOCKE 2:12 long 24:11 44:19 45:9 49:21 longer 16:4 look 46:4 looking 28:8, 20 55:23 lot 25:11 44:24 47:13 lots 57:16 love 47:19 luck 11:18 LYNN 3:4, 9 10:15, 18, 22,</p>	<p>25 11:4, 20 12:25 13:16 15:7, 13 16:8, 24 17:2, 9, 21 19:4, 8, 11, 19, 21, 24 20:2, 10, 17 21:6, 18 22:18, 19 23:2, 17, 18 24:5 25:19, 20, 25 26:1, 13, 21 27:10 28:2 29:10, 13, 21 30:1 32:9 33:13 37:7 43:1, 2, 11, 14 44:1, 19 45:17, 18 46:3, 19, 20, 25 47:16, 17 51:1, 3, 7 55:8 57:1 58:11, 20, 24 59:13 62:3, 7 63:5 64:5, 10, 15, 16 65:21 66:1 67:9, 16, 18 Lynn..... 24 5:4 Lynn..... 46 5:5 Lynn's 6:6 28:9 66:7</p> <p>< M > ma'am 44:6 MADISON 1:9 3:20 7:15, 19, 24 8:6, 8, 17, 19, 20 19:20 24:19 26:11 28:14 32:3 43:8 52:3, 12 mailed 6:17 Main 3:15 4:5 majority 18:15, 16 20:4 32:17 33:8, 20 35:14 38:1 52:2, 10 manage 24:24 management 31:6 manager 24:15 44:10 46:21, 25</p>	<p>managing 12:2 mandates 54:10 Mark 9:23 marks 7:2 Martin 37:20 matter 8:17 18:7 34:14 54:15 59:7 63:3 65:17 66:25 matters 58:6 McIver 58:1 mean 16:11 26:2 31:5, 8 58:24 62:23 63:23 64:17 means 18:7 62:24 mechanism 15:24 18:3 mediate 47:1 48:19 49:12 mediation 47:11 48:6, 9, 17, 23 49:4 meeting 19:13 20:3 44:8 46:24 47:13 meetings 38:3 member 42:5 members 19:2 30:25 31:2, 9, 20, 21 32:1 35:25 38:6, 9, 22 44:17 51:14 53:14 60:18, 19 member's 35:5, 15 memorandum 64:17 merely 12:24 met 48:20 mistake 11:14 misunderstand ing 61:7 moment 28:24 money 38:16 months 47:8 49:24 50:1, 2 moot 8:19 morning 67:1, 7 motion 7:12 9:12 10:16 27:2 62:10,</p>	<p>20 65:24 66:11 motions 62:8 63:9, 20 move 29:22 38:14 47:11 moving 11:5 municipality 11:21</p> <p>< N > name 24:6, 7 named 36:18 37:13, 22 necessarily 41:5 need 11:1 26:16, 17 38:15 40:4 45:8 60:10 64:14 65:15 needed 7:22 needs 40:18 51:24 negotiation 49:18 NEW 54:17 64:12 non-actions 53:20 nonsuit 6:8, 13 7:12, 23 8:5 9:4, 12 61:21, 24 nonsuited 8:8 Notary 2:3 68:21, 22 note 9:10, 12, 19 25:14 26:24 43:7 45:11 noted 54:19 61:24 notice 39:20 66:15 noticed 62:15 noting 29:24 November 1:17 2:5 6:1 68:9, 15 number 23:11 26:9 27:12, 21 46:5 47:8 numbering 68:11 numerous 13:3 53:7 59:2</p>	<p>< O > Oaks 3:5 object 8:24 25:6 objected 6:18, 20 26:25 objection 6:14 9:8, 11, 13, 14 25:14, 17 29:25 46:18 61:25 objects 6:23 obligation 21:22 obligations 43:24 observers 9:25 October 27:23 29:5, 7 45:4 46:6 48:7 49:9 offered 48:5, 9, 16 offering 25:15 office 6:12 28:9, 21 50:11 64:12 OFFICES 3:4, 14 Oh 7:6 28:2 Ok 6:22 7:11 8:12 10:19, 24 28:3, 23 29:20 32:5, 8, 24 33:2 37:2, 6 42:8 45:2 46:12 49:15 50:2, 18 66:4, 19 67:11, 14 once 16:3 56:10 57:18 ones 40:11 53:14 open 19:12 38:3 operate 32:2, 6, 7 33:18 52:7 56:16, 18 operates 31:13, 22 33:19 52:2, 9 operation 30:13, 17, 22 opinions 25:9 opportunity 58:13, 17 opposition 38:19 oral 65:16</p>
---	--	---	--	---	---

ORANGE

1:8 3:16
4:10 7:15, 19
8:7, 17, 19, 20
9:6 19:22
24:18 26:11
28:13 32:4
43:8 52:4, 12
order 24:23
57:11 60:7
61:18, 19, 23
62:17 64:3
outside 22:10
outstanding
43:20 47:8
58:3 62:4
63:16
override
12:10 18:13,
23 22:4
overrule 27:2
overrules 57:2
owe 41:14, 15

< P >

P.C 4:4
P.L.C 3:14
P.L.L.C 3:4
p.m 1:16 2:5
6:1 67:25
package 46:8
page 9:9
55:20, 22
pages 68:11
paid 33:9
43:22
papers 26:6,
8 28:18
paperwork
66:8
part 26:19
36:17 37:16
42:10 51:11
57:13 63:2
partial 10:16
57:14, 20
62:20
participants
40:6
participate
8:11 31:23
35:12 38:3
48:25
participated
38:24
participating
9:24 38:23
participation
33:24 34:3
35:5, 15

particular
57:1 58:22
parties 7:16,
22 56:7 58:8
64:2
party 8:11
22:13
pass 45:1
passed 8:20
16:12 29:22
62:10
payment
43:25
PCS 54:18
pending 7:25
8:9
people 10:4, 7
14:3, 5, 6, 7
34:14, 15
36:5 41:2, 5
51:13, 17, 23
52:13
permissible
15:21 42:19,
24
person 11:17
42:15 67:16
persons 11:17
44:13
piecemeal
58:7
place 42:22
50:22 61:2, 3
67:2
Plaintiffs 1:6
2:20 5:9
planning 37:1
plant 16:15
plea 6:6
10:19, 23
11:3 17:22
26:3, 9 28:18
56:24 57:2
59:12
pleadings
23:4 65:17
please 50:3
51:5 55:9
point 7:4
16:14 38:14
43:8 49:17
50:7, 19
police 17:13,
14 53:10
pops 10:2
position
15:10 24:14
34:22 40:1
49:2, 5
positions
38:10, 12

possible 64:7,
13
possibly 16:7
power 16:19
17:18 53:10
54:7
powers 17:13,
14 54:5, 20
preconditions
48:19
prejudice 8:6,
9, 16, 25 49:3
preliminary
62:8
prepare 14:8
prepared
10:15, 23
presentation
39:10
presented
57:3, 6 59:15
pretrial 58:3
pretty 57:16
previous 8:2
previously
27:13 29:17
prior 49:3
probably
55:23
procedure
41:24
proceed
18:17 58:9
63:14
proceeding
26:19
PROCEEDIN
GS 1:13 2:1
68:5, 13
process 40:12,
14 42:21
46:13 47:3
48:23
produced
27:13
projects
38:14, 16
proper 8:7
properly
62:15
property
11:16
proposed
49:22 50:5, 15
proprietary
11:24 12:18
protect 53:4
protections
51:24 52:11

provide 14:16
25:2 30:4, 5
53:11 54:3
provided
22:6 29:17
30:2 49:22
50:4, 8, 14
providers
53:2
provides
14:14 30:7, 9
providing
14:21 23:9
provision
13:23
provisions
14:4
Public 2:3
52:24 54:2, 3
68:21
purely 65:14
purpose
13:10 26:17
52:1 57:12
purposes
7:16 27:5
pursuant
24:22 28:16
put 7:1 9:8
53:1

< Q >
question
10:14, 25
11:9, 10
12:13, 14, 17
36:3 39:24
41:18 48:14
49:15 58:12,
17 59:2
questions
44:23, 25
45:8 47:15,
18 49:16
50:25 51:4
60:22
quickly 57:16
quiet 25:16
quietly 25:12
quite 47:7

< R >
raise 7:7
23:15
RAPIDAN
1:8 3:10
11:11, 20
13:19, 25
14:13, 19, 22
15:8, 15, 18,
21 16:3, 11,

17, 21 17:6,
15 18:11, 15
19:6, 13, 14,
15, 16, 24
20:3, 7, 11, 12,
14, 20, 21
21:4, 6 24:9,
17, 20, 22, 25
25:3, 10
28:15 30:3,
10, 16 31:3, 7,
13, 22, 24
32:14, 15, 16,
17 33:10, 17,
19, 25 34:13,
24 35:2, 4, 19,
25 36:6, 12
37:3, 21, 23,
25 38:4 39:1,
4, 6, 7, 8, 10
40:6 41:1, 15,
16 42:7, 12,
20 43:15
44:9 47:1
48:8, 17, 18,
21 49:1, 5, 6,
12, 20 50:3,
13 51:9, 20
52:7, 19 53:5,
12, 15, 19, 23
54:5, 9 55:10,
13, 18, 19
56:1, 2, 4, 8,
15, 17 57:8
58:14 59:21
60:1, 4, 5, 16,
18, 24, 25
61:11
rate 18:10
rates 12:12
13:2, 23 14:2,
10, 12 15:14
17:15, 25
18:21 21:8,
20 22:6, 9, 16
55:7 59:19
reaches 47:2
read 26:6
53:24 56:23
reading 43:18
real 48:15
reality 60:10
realize 25:6
really 8:3
41:19
reason 8:22,
23 34:6 35:7,
9, 16, 17
55:14 61:1
62:13, 22
63:18

reasonable
18:6, 9
reasons 6:23
receipt 46:13
receive 27:16
29:12 66:7
RECEIVED
5:9, 12 27:18
28:1, 2 39:19
recognizing
24:19
recommendati
ons 38:11
record 22:23,
25 24:6
26:19 28:7
recourse
11:13 42:15
61:3
Recross 5:6
Redirect 5:5
45:18 47:19
redress 11:13
reflect 53:19
reflects 52:19
refused 48:19
regard 6:12
17:17 18:9
22:1 25:7
33:18 34:23
38:11 40:3
44:8
regarding
14:1 15:19
27:3 39:2, 5
61:24
regional
24:24 53:6

regionalization
53:2
Registration
68:22
regulate 16:5
rejected 48:12
related 8:18
relates 57:3
relating 7:15
relationship
35:23 36:10
41:7
relatively 6:9
relied 23:7
relief 7:17
11:6 21:17
relinquished
14:20 25:1
rely 9:7
remember
55:21 61:20

<p>removed 40:5 reply 26:22 report 33:3 REPORTED 1:25 2:2 68:4 Reporter 7:9 68:1, 4 represent 51:18</p> <p>representatives 37:21 38:2 44:15, 16 51:25 reps 33:25 requested 7:17 19:14 require 33:8 required 63:7 requirements 47:13 requires 43:16 62:7 requiring 18:15 RESIDENTS 15:4 resolution 8:21 26:10 27:12 28:12 29:8, 15, 16 35:16 resolutions 7:18 52:16 resolve 57:19 59:10 62:16 63:4, 15, 20 resolved 62:8 67:4 resource 24:20, 24 39:15 Resources 27:24 44:4 53:4 respond 57:9 64:15 66:8 response 50:4, 8, 14 60:24 66:7 responsibility 23:8, 10 25:2 restrict 33:24 34:2 35:4, 11, 14 restricted 38:5, 6 result 33:1 34:1 59:12 review 18:6</p>	<p>Richmond 4:6 rid 40:16 Right 7:3, 7 9:3, 10 11:10 17:20 19:20, 23 20:9, 20 21:12 22:8, 16, 17 23:14, 15 26:5, 15 29:21 33:4 35:7, 12, 20 36:8 40:13 50:9 51:13, 16 55:6 62:17, 21 65:25 66:15 rights 15:25 ripe 57:19 River 24:20 RMR 1:25 2:3 68:3, 21 Road 2:13 Roanoke 2:14 Ron 37:20 round 49:17 RPR 1:25 2:3 68:3, 21 RSA 12:11 44:2 49:22 rule 16:12 54:13 ruled 64:20 ruling 8:2 58:16 run 34:13</p> <p>< S > S.E 2:13 sake 9:13 SANDS 4:4 sat 25:21 satisfied 39:17 44:5 satisfying 39:14 saw 6:13 saying 12:7 15:8 18:22 31:25 66:1 says 20:15 27:22 42:1 43:17 47:6 53:23, 25 55:25 56:13 60:1 say-so 14:12 18:5 32:1 44:12 55:7 scalos@sandsa nderson.com 4:8</p>	<p>schedule 49:4 57:14, 24 58:1, 5 62:24 63:20 64:12, 13 66:5 scheduled 67:1 sdgregg@sdgre gglaw.com 3:18 SEAN 3:14, 19 second 13:7 28:12 37:12, 14, 23 49:15, 17 55:9, 17 58:15 Section 13:19, 22 28:16 35:3 43:18 53:21, 22 see 6:10, 11 12:8 26:15 29:1 65:11 seeking 8:22 seen 6:18, 20 45:6 send 6:19 14:6 sense 48:24 sent 26:2 27:11 28:9, 21 61:19, 20 September 29:3, 15, 17 33:22, 23 seriously 10:10 SERVICE 1:8 3:10 11:11, 20 13:20, 25 14:13, 19, 22 15:15, 19, 22 16:4, 11, 17, 21 17:6, 16 19:6, 13, 14, 16, 24 20:3, 8, 11, 12, 14, 20, 22 21:4, 6 24:9, 17, 22, 25 25:4, 10 28:15 30:3, 10, 16 31:3, 7, 13, 22, 24 32:14, 15, 16, 17 33:10, 17, 19, 25 34:2, 13, 24 35:3, 4, 20, 25 36:6, 12 37:3, 18,</p>	<p>21, 23 38:1, 4 39:1, 4, 6, 7, 8, 10, 13 40:6 41:1, 15, 16 42:5, 6, 7, 9, 12, 21 43:15 44:9 47:1 48:8, 17, 18, 21 49:1, 5, 6, 13, 20 50:4, 13 51:9, 20 52:7, 19 53:5, 13, 16, 20, 23 54:5, 9 55:11, 13, 18, 19 56:1, 4, 8, 15, 17 57:8 58:14 59:21 60:1, 4, 5, 16, 18, 24, 25 61:11 services 14:15, 17, 21 22:7 23:9 25:2 30:2, 8, 10 53:11 servicing 34:15 set 12:11 13:22 15:14 18:2, 10, 15 20:13 22:16 48:7 55:6 59:22 61:6 sets 54:4 setting 12:2 13:2 14:2, 10 17:14, 24 18:24 21:20 22:1, 5, 8 55:7 59:18 66:9 Sewer 13:18, 24 14:15, 17, 21, 24 17:17 19:1 22:7 23:9 24:23 30:7, 9, 13, 23 52:22 53:11 56:2 60:2 shared 23:8, 10 shoes 17:10, 12 short 24:12 signatories 41:9, 11 signature 6:11 signed 17:11 significant 24:19</p>	<p>signifying 26:10 simply 47:5 SINCLAIR 54:17 single 52:17 sir 31:10 34:19 35:1 36:9 37:5 41:4, 5, 12 47:5 48:22 49:25 50:23 sit 25:12 sitting 31:9 situation 18:13 22:4 Six 44:18 49:23 50:1, 2 51:14, 16 53:13 solely 14:13 solve 11:14 someone's 11:16 soon 64:7, 13 sooner 64:3 sorry 30:18 31:17 40:22 sort 50:12 sought 7:23 sounds 67:9 sources 53:7 sovereign 11:7, 18, 23 27:21, 22 40:15 56:24 specifically 17:23 43:17 48:14 58:25 spend 64:23 spread 66:22 standpoint 24:24 start 11:2 67:5 started 64:16 State 13:12 18:4 24:6 65:1, 3 stated 49:8 statements 23:3 States 43:23 59:16 stating 13:3 status 44:8 statute 12:17 18:4 43:16 53:25 54:4, 23 55:1 62:7</p>	<p>statutes 17:19 23:6 54:7 59:15 statutorily 40:11 stay 8:10 STEFAN 4:9 9:5 step 17:4, 13 39:14, 16 Stephanie 27:24 stepped 17:9, 11 steps 39:11 42:3 57:23 Stop 13:6 20:4 straightforwar d 6:9 Street 3:15 4:5 substantive 62:19 successful 49:18 sue 35:19 37:3 sued 60:16, 21 suggesting 61:9 suggestions 23:6 suing 36:12 37:23 Suite 2:13 4:5 summary 10:16 57:14, 20 62:9, 20 63:9 65:24 66:6, 11 SUPERVISOR S 1:4 9:23 15:6 19:12 26:11 32:13 34:12, 17 35:18 36:23 44:15 52:4, 5, 6 60:16 supposed 21:5, 16 52:14 Supreme 21:19 54:19 59:3, 17 sure 10:8 15:25 28:7 45:6, 20 Sustain 25:17 46:18 62:23</p>
--	---	---	--	---	---

<p>sustainable 44:22 45:16 32:19 47:17 50:25 sworn 7:9 51:1 58:10 23:16 24:2 62:2 67:18, system 33:20 19, 20, 21, 22, 55:10, 18 23 56:2, 3 60:2 systems 30:23 32:6</p> <p>< T > tab 27:21 take 10:15, 20 22:15 27:6 49:16 52:6 57:23 58:2 61:3 62:18, 19 63:19 67:2 taken 22:12 38:10, 12 39:2, 5, 11 40:1 46:21, 23 talk 25:13 talked 45:3 54:14 talking 12:1 15:2 17:22 19:7 Taylor 9:23 10:5 team 67:5 Teams 9:20 tell 7:11 12:23 15:3 16:11 19:4 21:15 24:16 33:5, 21 34:10, 18, 24 41:21 49:21 50:3 55:8 63:13 telling 16:2 63:14, 17 terms 31:6 56:10 TERRY 3:4, 9 46:25 terry@terrylyn nlaw.com 3:8 testified 24:2 53:17 testify 22:21 23:1 32:21, 23 testimony 45:8 51:9 59:23 60:13 Thank 8:14 9:2, 16, 18 27:9 28:20 29:24 42:25</p>	<p>44:22 45:16 47:17 50:25 51:1 58:10 62:2 67:18, 19, 20, 21, 22, 23 thing 10:22 27:25 53:1 things 14:5 17:7 47:7 50:12 60:9, 25 think 6:8 10:12 15:16, 17 20:17, 18 22:22 23:2 32:18 36:2, 15 39:13 40:4 41:23 42:23 51:7 55:23 57:17, 23 64:14, 17 66:22 thought 6:16 32:22 33:6 41:19 42:19 54:16 57:21 three 7:15 13:21 14:22 18:3 25:1 51:10 ticket 10:9 tie 35:10 time 7:22 34:3 35:17 39:13 56:5 57:22 58:6, 21 60:4, 5 62:17 63:4, 17 64:14, 21 65:7 66:15 timeline 19:5, 7 TIMOTHY 5:3 24:1, 7 today 10:9, 17 12:19 17:12 27:3, 10, 14 28:1, 3, 9 29:13 35:10 told 15:11 tomorrow 6:19 totally 16:24 town 13:8 transcript 68:11, 13 travel 66:25 treatment 16:15 30:5, 6 trial 27:6 64:2</p>	<p>tributaries 24:21 tried 63:22, 23 true 15:16 68:12 try 38:14 63:3, 15, 21 two 13:14 31:2 33:15 35:25 36:5 37:10, 19 38:22 41:3 44:16, 18 47:18 51:17, 23 57:13 59:8</p> <p>< U > Uh-huh 36:24 ultra 11:15 unable 63:18 unanimous 43:20 52:9 unconditional 48:17 unconditionall y 49:12 understand 8:15 58:16 62:14 understanding 35:21 46:12 47:4, 10 Understood 9:3 United 43:23 59:16 unreasonable 12:7 utility 15:19 25:2 53:2</p> <p>< V > VERSUS 54:17 video 10:7 VIDEOCONF ERENCE 1:13 2:1 view 56:23 Villa 56:21 violation 20:23 vires 11:15 VIRGINIA 1:1, 5, 8, 9 2:4, 14 3:6, 16 4:6 11:22 12:22, 25 13:17, 19, 24 14:23 17:16 18:19 19:1</p>	<p>21:19 24:22 27:24 28:16 39:14 40:10 42:3 44:4 52:20 53:1, 21 54:19 55:4 59:2 62:14 68:7, 23 virtual 66:20, 23 voiced 38:19 void 21:23 22:3, 12, 14 59:4, 6, 7 voidable 59:7 vote 20:4 21:13 32:11, 12 33:3, 7, 8, 14, 15, 18, 20, 22 34:19, 21 35:2, 11, 14 38:1, 18 39:1, 5 43:3 52:2, 10 voted 33:23 34:2 38:1, 17 votes 52:6, 8 VRA 28:10 29:2, 3, 7 39:17, 20 40:5 42:1 43:14 44:7 45:4 50:19, 23 VRA's 43:11 49:8 vs 1:7</p> <p>< W > wait 40:4 waive 45:14 65:16 waiver 54:25 want 7:6 8:8 10:7 16:22 18:17, 23 28:6 40:2, 16 57:24 63:14 67:4 wants 42:14 64:25 Waste 11:22 12:22 18:20 40:10 42:4 52:21 55:4 wastewater 30:6 55:10, 18 Water 11:22 12:22 13:13, 17, 24 14:15, 16, 21, 24 16:15 17:16</p>	<p>18:20 19:1 22:7 23:9 24:23 30:4, 7, 9, 13, 23 33:8 40:10 42:4 52:20 53:7, 11 55:4 56:3 65:1 watershed 24:21 way 14:9 15:7, 20 16:2, 20 31:12, 21 34:19 56:17, 18 57:19 63:14, 15 64:1 welcome 8:10 welfare 54:4 well 15:1 17:2 21:18 22:19 23:2 35:13 36:21 38:12 41:21 45:18 51:3 63:5, 11 65:2 66:1 went 51:15 whatsoever 35:8 Williams 37:20 willing 48:24 WIRELESS 54:18 wish 58:9 wishes 66:24 withdraw 18:1 43:10, 19 withdrawal 12:3 28:14 39:2, 5, 12, 21 42:5 43:4, 6 45:5 46:22 47:6, 9 49:19, 23 50:5, 15 WITNESS 5:2 23:16 30:21 31:2, 10, 15, 17, 25 32:6, 24 33:2, 4, 7 34:8, 18 35:1, 13, 21 36:2, 7, 9, 15, 21, 25 37:5 40:8, 17, 22 41:4, 11, 18, 23 42:2, 9, 23 witnesses 45:17</p>	<p>work 36:19 38:21 60:6 67:12 works 65:3 world 55:9 WORRELL 1:14 2:2 68:8 writing 9:8 56:3 58:21 60:3</p> <p>< Y > y'all 57:25 Yeah 10:2 43:13 46:7 year 39:7 48:5, 10, 16 49:11 years 24:13 yesterday 27:3 YORK 21:23</p> <p>< Z > zero 20:15</p>
---	--	--	---	--	---