

[ENTERPRISE ZONE IN CARROLL COUNTY \(PDF\)](#)

Carroll County Local Incentives Qualified * Businesses in the Enterprise Zone

The Carroll County Enterprise Zone Designated Area offers these incentives:
Water and Sewer Rate Credits

<u>Number of New Jobs</u>	<u>Credits</u>
25 or more	50% - Year 1 25% - Years 2 & 3 10% - Years 4 & 5
10-24	40% - Year 1 20% - Years 2 & 3 10% - Years 4 & 5
1 - 9	20% - Year 1 10% - Year 2 & 3 5% - Years 4 & 5

BUILDING PERMIT & ZONING FEE WAIVERS

Carroll County will waive the required building permit and zone fees for new or expanding commercial or industrial developments locating in the Enterprise Zone.

Eligibility: Any new or expanding business or industry located within an Enterprise Zone.

***All local incentives are in addition to enterprise zone incentives offered by the state of Virginia and must meet Virginia State qualifications for an enterprise zone.**

Carroll County Public Service Authority

Rates and Fees

July 8, 2019

(Subject to Change per Authority Approval)

Water Rates

Residential Water	0-1,000 Gallons	\$18.90 Min.
	All over 1,000 Gallons	\$9.45 Per 1,000 Gallons
Water Non-User/Availability Fee		\$6.00 Monthly
Commercial Water 12	0-1,000 Gallons	\$18.90 Min.
	All over 1,000 Gallons	\$9.45 Per 1,000 Gallons
Commercial Water 14	0-1,000 Gallons	\$18.90 Min.
	All over 1,000 Gallons	\$9.45 Per 1,000 Gallons
Industrial 11	0-4,000 Gallons	\$64.84 Min.
	Next 6,000 Gallons	\$6.20 Per 1,000 Gallons
	Next 90,000 Gallons	\$5.30 Per 1,000 Gallons
	All over 100,000 Gallons	\$4.66 Per 1,000 Gallons
Industrial 13	0-2,000 Gallons	\$58.94 Min.
	All over 2,000 Gallons	\$6.20 per 1,000 Gallons
Bulk Water Sales	First 1,000 Gallons	\$100.00
	All over 1,000 Gallons	\$12.00 Per 1,000 Gallons

Sewer Rates

Residential Sewer 10	0-1,000 Gallons	\$22.00 Min.
	All over 1,000 Gallons	\$10.00 Per 1,000 Gallons
Commercial Sewer S9 & 12	0-1,000 Gallons	\$22.00 Min.
	All over 1,000 Gallons	\$10.00 Per 1,000 Gallons
Commercial Sewer 14	0-1,000 Gallons	\$22.00 Min.
	All over 1,000 Gallons	\$10.00 Per 1,000 Gallons
Sewer/No Water		\$35.00 Monthly
Sewer Non-User/Availability Fee		\$6.00 Monthly
Industrial 11	0-2,000 Gallons	\$118.00 Min.
	All over 2,000 Gallons	\$8.25 Per 1,000 Gallons
Industrial 13	0-2,000 Gallons	\$61.50 Min.
	All over 2,000 Gallons	\$7.50 Per 1,000 Gallons

**ADDENDUM TO AGREEMENT FOR
WASTEWATER TREATMENT SERVICE**

This ADDENDUM, made the 9th day of February, 2015, amends the written agreement dated June 19, 2007, (the "Agreement") between the City of Galax (the "City") the County of Carroll (the "County") and the Carroll County Public Service Authority (the "PSA"), political subdivisions of the Commonwealth of Virginia (collectively, the "Parties").

WHEREAS, as set forth in the Agreement, the parties established certain terms and conditions for connection by the PSA of portions of its wastewater collection system to the City's wastewater collection and treatment system, and for treatment by the City of certain quantities of wastewater collected from the PSA's collection system; and,

WHEREAS, the City, the County, and the County of Grayson formed the Carroll Grayson Galax Regional Industrial Facility Authority, operating as Blue Ridge Crossroads Economic Development Authority (BRCEDA), to promote regional economic development. One of the major projects of BRCEDA is the development of the Wildwood Commerce Park, (Wildwood) into which project the three localities have invested funds and from which, upon development the localities will share revenue. In order to provide adequate wastewater treatment capacity for development of Wildwood, additional capacity for wastewater treatment is needed to be reserved in the City wastewater collection and treatment system for the Wildwood project and, in addition, the County and the PSA need to reserve additional capacity in the City wastewater collection and treatment system for the PSA and County growth; and,

WHEREAS, the City has sufficient additional capacity and is willing to reserve to the County and the PSA a portion of such capacity for the Wildwood project and, generally, to the County and the PSA for economic development and therefore, the parties now wish to amend the Agreement to enable the PSA and the County to send increased flows of wastewater to the City for treatment, to reserve capacity in the City system for Wildwood and to provide for supplemental terms for termination of the Agreement.

THEREFORE, in consideration of the foregoing premises and the mutual covenants contained therein, the parties agree as follows:

I. Increased Permitted Flows for Treatment by City

The City currently accepts wastewater from the PSA and the Agreement provides that the City will accept from the PSA an average of up to 260,000 gallons of wastewater per day for treatment, calculated on a monthly average. In order to provide additional capacity for the PSA and to promote economic development to the County, beginning on the 1st day of February, 2015, the City will accept from the PSA for treatment an amount not to exceed 450,000 gallons of wastewater per day, calculated on a monthly average under the same terms and conditions of the Agreement. Attachment A to this Addendum contains wastewater flowrate benchmarks requiring that evaluation, planning, design and/or construction activities be initiated to properly manage peak flows and normal daily wastewater flow increases. The volume shall be measured at the current meter at the connection point, as further described in the Agreement.

II. Reservation of Capacity for Wildwood Commerce Park

The parties understand that the Wildwood project will need increased treatment capacity over and above the capacity reserved for the PSA and the County. The City therefore does hereby reserve to the County and the PSA additional treatment capacity in the City wastewater collection and treatment system for the Wildwood Commerce Park project in the additional maximum peak flow amount of 550,000 gallons of wastewater per day for treatment. This treatment capacity is reserved for flows from the Wildwood Commerce Park only and is in addition to the above treatment capacity reserved for the PSA and the County for current operation and growth and economic development. This additional treatment capacity is reserved effective upon the execution of this Addendum and shall be available at any time during the term of the Agreement, as extended by this Addendum, upon notice from the County or the PSA of the need for such capacity to serve the Wildwood project. Attachment A to this Addendum contains wastewater flowrate benchmarks requiring that evaluation, planning, design and/or construction activities be initiated to properly manage peak flows and normal daily wastewater flow increases. The PSA and the County are empowered to assign this additional capacity to the Carroll Grayson Galax Regional Industrial Facilities Authority for the use of the Wildwood Commerce Park.

III. Fees for Treatment

The initial fees for treatment shall be at the rate currently charged to the PSA by the City, subject to the right of the City to increase this rate in accordance with paragraph 6 of the Agreement. The City shall be entitled, but not required, to impose a surcharge of 20% of the then-current rate on each thousand gallons of wastewater discharged to the City over the limitations permitted under this Addendum, if such overage, based on a monthly average in Section I or maximum peak flow in Section II, exists for more than two months in any twelve month period. The City shall also be entitled to impose a treatment surcharge as further provided in paragraph 9 of the Agreement. Billing and payment procedures shall be as set forth in the Agreement.

IV. Term and Termination; Liquidated Damages

The term of the Agreement is amended to remain effective for a period of forty five (45) years from the date of execution of this Addendum by all parties, provided however that either party may terminate the Agreement, with or without cause, upon sixty (60) months' written notice. The parties recognize that the County and the PSA will suffer significant losses as a result of any early termination of the Agreement by the City, and will have to undertake construction of its own treatment facility or construct facilities for conveyance to third parties for treatment, and further recognize that the City will suffer significant losses as a result of any early termination of the Agreement by the PSA which will result in decreased treatment plant efficiency and higher operating expenses at the City's treatment facility. The parties therefore agree that in the event of termination by either the PSA, the County or the City without cause, the terminating party will pay to the other party the sum of \$100,000 per year for each year of the notice period in order to defray the non-terminating party's capital and other expenses resulting from the termination. In the event of such termination by the PSA the County will, if needed,

STATE OF VIRGINIA

COUNTY OF CARROLL, to-wit:

I, Dana P. Woodel, a Notary Public in and for this County of Carroll, State of Virginia, do hereby certify that C. M. Mitchell, whose name is signed to the foregoing instrument dated Feb. 10th, 2015, as Mayor of the City of Galax, has this day acknowledged the same before me in Carroll County, State of Virginia.

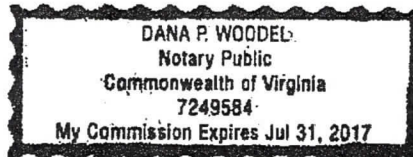
My Commission expires: 7-31-17

Given under my hand this the 10th day of February, 2015.

Dana P. Woodel
Notary Public

STATE OF VIRGINIA

COUNTY OF CARROLL, to-wit:



I, Crystal D. Adams, a Notary Public in and for this County of Carroll, State of Virginia, do hereby certify that Phil D. McCraw, whose name is signed to the foregoing instrument dated Feb. 9th, 2015, as Chairman, Carroll County Board of Supervisors of the County of Carroll, has this day acknowledged the same before me in Carroll County, State of Virginia.

My Commission expires: 12-31-15

Given under my hand this the 9th day of February, 2015.

Crystal D. Adams
Notary Public



STATE OF VIRGINIA

COUNTY OF CARROLL, to-wit:

I, Crystal D. Adams, a Notary Public in and for this County of Carroll, State of Virginia, do hereby certify that W.S. "Sam" Dickson, whose name is signed to the foregoing instrument dated Feb. 9th, 2015, as Chairman, Carroll County Public Service Authority, has this day acknowledged the same before me in Carroll County, State of Virginia.

My Commission expires: 12-31-15

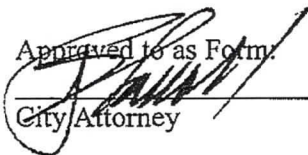
fund such payment to the City. The parties agree that this payment constitutes liquidated damages and not a penalty, and are reasonable and closely approximate either party's anticipated actual damages.

V. Effect on Remaining Provisions of Agreement

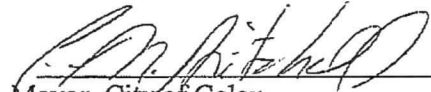
Each and every provision of the Agreement not specifically amended by this Addendum, or necessarily superseded by application of the terms of this Addendum, shall remain in full force and effect. In the event of a conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this agreement to be duly executed in duplicate, each of which constitutes an original.

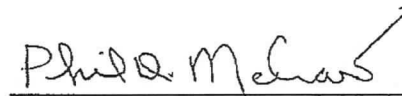
The above Agreement dated the 7th day of February, 2015, was approved by the Carroll County Board of Supervisors at a duly called meeting on the 9th day of February, 2015, by the City Council of the City of Galax at a duly called meeting on the 31st day of January, 2015, and by the Carroll County Public Service Authority at a duly called meeting on the 9th day of February, 2015.

Approved to as Form:


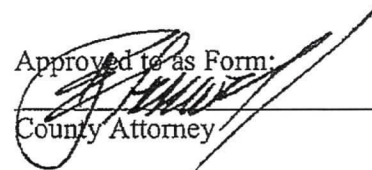
City Attorney



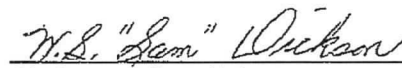
Mayor, City of Galax



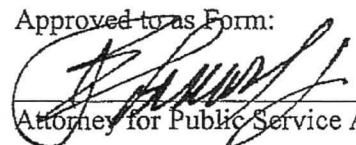
Chairman, Carroll County
Board of Supervisors

Approved to as Form:


County Attorney



Chairman, Carroll County
Public Service Authority

Approved to as Form:


Attorney for Public Service Authority

Given under my hand this the 9th day of February, 2015.

Crystal D. Adams
Notary Public



ADDENDUM TO AGREEMENT FOR WASTEWATER TREATMENT SERVICE

Attachment A

**WASTEWATER FLOW INCREASE NOTIFICATIONS,
PEAK HOUR FLOW RATE BENCHMARKS
AND
FUTURE PSA COLLECTION SYSTEM EXPANSIONS**

The City sewer collection system and wastewater treatment facility has capacity to handle its current and anticipated future normal daily wastewater demands. The City sewer collection system has the capacity to handle wastewater from Carroll County communities in the amount of 450,000 gallons per day based on normal daily flow averages. Additionally, the City sewer collection system has the wastewater handling capacity in the amount of 550,000 gallons per day based on a maximum peak flow for industrial wastewater from the Wildwood Commerce Park.

Rainfall Derived Infiltration and Inflow (RDII) within the City and Carroll County Public Service Authority (PSA) sewer collection systems significantly increases flow above normal daily flow rates. The City sewer collection system has the capacity to handle the peak flows currently being discharged from the Gladeville Cranberry Pump Station. In order to properly manage RDII issues and other normal daily cyclic peak flows within the sanitary sewer collection systems, it is necessary to establish Peak Hour Flow rate benchmarks. Evaluation, planning and/or construction activities shall be initiated at these established benchmarks in order to eliminate or minimize sanitary sewer system overflows from future PSA sewer collection system expansions.

The Peak Hour Flow rate is defined as the largest volume of flow occurring within a 1-hour period. Current meter records for the Gladeville Cranberry Pump Station indicates that the Peak Hour Flow rate is 560 gallons per minute. Increases in the Gladeville Cranberry Pump Station flow capacity or the addition of a new wastewater discharge point to the Galax sanitary sewer collection system will increase the Peak Hour Flow rate established in the Agreement Addendum.

The City reserves the right to reconsider and modify Peak Hour Flow benchmarks and to establish other events or parameters for the purpose of initiating evaluation, planning, or construction activities to address the variation of normal daily flow cycles and RDII related capacity issues. Requirements in this Attachment are supplemental and shall not alter or supersede conditions in the Addendum.

Wastewater Flow Increase Notifications

Carroll County and/or the Carroll County Public Service Authority shall notify the City of any proposed improvements to the Gladeville Cranberry pump station at least two year prior to increasing pump station maximum discharge flow rate.

Carroll County and/or the Carroll County Public Service Authority shall notify the City of any proposed collection system expansions and additional wastewater inputs to the Galax sanitary sewer collection system at least two year prior to the commencement of the new discharge.

Peak Hour Flow Rate Benchmarks

PSA pump station upgrades or additional wastewater input that raises the Peak Hour Flow rate by more than 150 gpm will require the City to initiate evaluation and design of an improvement project for the Mill Creek Interceptor.

PSA pump station upgrades or additional wastewater input that raises the Peak Hour Flow rate by more than 225 gpm will require the City to initiate evaluation and design of an improvement project or projects for the BC Vaughan Pump Station, its conveying force main, and the City's Wastewater Treatment Facility as necessary to meet proposed upgrades or wastewater flow increases.

Future PSA Collection System Expansions

Design of proposed PSA collection system expansions shall provide facilities capable of controlling the peak flow rate for diurnal variations and RDII as necessary to restrain the wastewater flow to less than the collection system capacity and within the limits of this Addendum.

The reservation of sewer collection system capacity to the Carroll Grayson Galax Regional Industrial Facilities Authority for the sole use of the Wildwood Commerce Park is conditioned upon the limitation of 550,000 gallons per day as the maximum allowable peak flow. Proposed

sewer collection facilities discharging wastewater from the Wildwood Commerce Park shall be constructed to control diurnal variations and RDII peak flow rates to below the maximum limit.