Agenda

**Board of Supervisors** 

July 10, 2017

## **RUSSELL COUNTY**

**BOARD OF SUPERVISOR'S MEETING** 

AGENDA - JULY 10, 2017

**BOS Board Room** 

**Regular Meeting** 

3:00 PM

#### Russell County Governmental Center Lebanon, Virginia 24266



CALL TO ORDER – Clerk of the Board

**ROLL CALL – Clerk of the Board** 

**INVOCATION – Timothy Hankins – Lebanon United Memorial Methodist Church** 

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

#### APPROVAL OF AGENDA

PRESENTATIONS (Limited to 5 minutes)......A-1

- 1. Brian Becker Appalachian Wood Energy Hub
- 2. Angela Carpenter RC Chamber of Commerce

BOARD APPOINTMENTS......B-1

#### SPEARHEAD TRAILS Shy Kennedy

3 Year-Term

## DANTE COMMUNITY CENTER BOARD MEMBERSEarl Jenkins2 Year-TermVacant2 Year-Term

CASTLEWOOD WATER & SEWER AUTHORITYDarrell Johnson4 Year-Term

**Russell County** 

Agenda
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Library Board of Trustees	
Linda Tiller	4 Year-Term
Allison Steele	4 Year-Term
Judy Ashbrook	4 Year-Term
Highway & Safety Commission	
Gary Dotson	2 Year-Term
Johnny B. Jessee	2 Year-Term
Steve Dye	2 Year-Term
Eugene Ferguson	2 Year-Term
Tony Mazfield	2 Year-Term
Mike O'Quinn	2 Year-Term
Barbara Cox	2 Year-Term
Henry Stinson, Jr.	2 Year-Term
Mark Mitchell	2 Year-Term
Emory Altizer	2 Year-Term
-	
<u>RC PSA</u>	
Carter McGlothlin	3 Year-Term
Steve Newberry	3 Year-Term
0.400	
SVCC	
Lynn Keene	4 Year-Term
Rita Jo Banner	4 Year-Term
NEW BUSINESS	
	Consider approval of the minutes of the e Russell County Board of SupervisorsC-1
a. Unapproved minu	•
b. Unapproved minu	ites of June 19, 2017
2. Approval of Expenditur	es. Consider approval of expenditures presented
•••	Consider approval of expenditures presentedC-2
for payment	
CITIZEN'S COMMENT PERIOD	(Limited to 3 minutes)
CONSTITUTIONAL OFFICER R	EPORTS AND REQUESTS
COUNTY ATTORNEY REPORT	S AND REQUESTS
RC PSA and Authorizing Support Agreements pro	tion to the Issuance of Water Revenue Bonds by g the Execution of Financing Agreements and oviding for RC Moral Obligation to make certain spect to the BondsD-1

Russell County

Agen	da	Board of Supervisors	July 10, 2017
COUN	ITY ADMINISTRATOR REPORTS	AND REQUESTS	
RE	PORTS		
2.	Boy Scout Troop 408 "Eagle Sc	out Court of Honor"	E-1
3.	RC Faith-Based Forum on Com	munity Development & Suppor	tE-2
4.	VACO 2017 Regions 12 & 13 Le	gislative Forum	E-3
RE	QUESTS		
5.	Authorization of June 13, 2107 Abstract of Votes	•	•
6.	Authorization of August 2017 P and Maintenance Fee	-	
7.	Authorization to Increase the R	C Treasury Petty Cash Account	tF-3
8.	Authorization of Resolution for	Continuation of Funding for the	e CRVIF-4
9.	Authorization of Resolution Pul Route 9766, Route 9532, and Ro		
10	Authorization of Contract and A Natural Capital "StreamSweepe		
11	Authorization to Advertise and	Hire a Housekeeping Superviso	orF-7
12	Authorization of Travel Reques	t	F-8
ΜΑΤΤ	ERS PRESENTED BY THE BOA	RD	
ADJO	URNMENT		
	TY AGENCY / BOARD REPORT Treasurer's Report RC IDA RC PSA Castlewood W&S RC Tourism RC Planning Commission Conference Center RC Fitness Center RC Fitness Center RC Transportation & Safety RC Building Inspector Reports.		H J K L M N
Russe	ll County		Page 3



Meeting: 7/10/17 3:00 PM

### **Presentations**

- 1. Brian Becker Appalachian Wood Energy Hub
- 2. Angela Carpenter RC Chamber of Commerce

#### Staff Recommendation:

Presentation – Informational Only.

#### Suggested Motion:

No Motion Required.

#### ATTACHMENTS:

Presentations



P.O. BOX 901 ORANGE, VA 22960 540-672-2542 http://www.naturalcapital.us

NATURAL CAPITAL

SOLUTIONS TO

ACHIEVE BENEFICIAL

SOCIAL AND

**ENVIRONMENTAL** 

**OUTCOMES** 

The <u>Center for Natural Capital</u> (The Center) is a 501 c-3 charitable organization whose mission is to create, optimize and integrate **natural capital** 

**solutions** into the marketplace to achieve beneficial social and environmental outcomes.

**Natural Capital** (our stock of natural assets like soils, water and biodiversity) provides a wide range of benefits to humans with services like clean water for drinking, productive soils for agriculture and pollination of crops. These are called **Ecosystem Services** and our

society relies on these services to thrive. For many reasons, the quality and health of these assets and services are in decline and intervention is often necessary to restore nature's ability to provide these services.

The Center raises local social and

environmental awareness by providing meaningful employment to create healthier ecosystems which can provide us with these vital services. Some of the Center's programs may directly rebuild **natural capital (healthy soil)** while others may enhance an **ecosystem service (clean water)**. We achieve this by supporting the values of the communities within which we

operate to engage the power of entrepreneurism to improve our ecosystems and our economies.

#### **StreamSweepers**

How does The Center enhance our river services to our communities?

<u>StreamSweepers</u> is our entrepreneurial intervention to enhance the clean water services our rivers provide us. Over the last four years we have employed nearly 50 of Central Virginia's young adults to complete riparian assessment, cleaning and maintenance of three river systems (Rapidan, Robinson and Hughes) in their entirety totaling more than 115 miles. These efforts are the first comprehensive cleaning and assessment of entire river valleys in Virginia's history.

This is important work because these rivers are the source of the drinking water that water filtration plants provide to hundreds of thousands of people. Sweepers remove pollution causing debris from our rivers to provide us with clean water.

StreamSweepers is the bridge between youth camps and clubs and successful adult employment. Our employees have gone on to declare college majors not only in fields like wildlife and fisheries biology, but also in business with an emphasis in sustainability. While this is great, what is even better is that regardless of their career path, Sweepers tell us that they have a vision for a positive future – a vision for how they can take care of themselves, their communities and future generations.



#### **Community Energy Program**

How does our energy fuel choice affect the health of our forest capital?

As water runs through the landscape, so does energy. And as energy decisions tend to be made by facility managers with a singular focus on cost, the Center's

#### **Community Energy Program**

seeks to show how energy decisions are intertwined with the local economy, society and ecology. Our Community **Energy Program connects** communities to their landscape by creating a new kind of business demand for more ecological harvesting and management of nearby forestland. Heating buildings with locally sourced biofuels (wood and grasses) creates markets for otherwise low/no value material, encouraging landowners to manage their



forests and grasslands, keeping forests as forests and promoting a healthy and diverse landscape. This type of energy burns cleanly, creates local jobs to grow, harvest, and process the fuel, and cycles carbon quickly as compared to burning fossil fuels. Wood and native arasses have been used for centuries to heat homes in other parts of the U.S. and in Europe and now with new technologies can safely and cleanly heat and power public facilities and commercial buildings. Not only is Community Energy affordable and creates local jobs, it can help revitalize rural areas facing tough economic headwinds.

#### **Appalachian Wood Energy Hub**

Building a bridge between healthy forests, clean rivers and economically vibrant communities in SWVA.

In 2017, the Center, in partnership with Mountain Heritage and other community development organizations in Southwest Virginia proposes to establish a new Regional **Appalachian Wood Energy Hub** that will integrate river valley, mountain forest and community economic health. As healthy forested landscapes are the source of the water for rivers and rivers are the source of drinking water and recreational economic activity for vibrant communities, wood energy ties the three together.

The Appalachian Wood Energy Hub will serve the SWVA region by establishing a new wood pellet and associated products processing and distribution facility in the St. Paul area. The Hub will improve the health of the regions forests by using invasive species and the low/no value woody material removed during forest management to produce fuels for heating area residential, commercial and public buildings.

The Hub will also be the seasonal base of operation for the StreamSweepers, who will be improving the health of the Clinch, Powell and Holston Rivers. By creating a fuel from the byproducts of forest management, the Hub will provide a locally-produced fuel that supports local jobs, forest and river health, and in the long run, the outdoor recreation tourism industry. What makes this project different from other wood pellet projects is its focus is on local fuels for benefit of the local forests, rivers and communities!

The Center's focus includes the economic revitalization of rural areas through the restoration of the natural capital needed for the provision of ecosystem services.

For more information about any of our programs, please email <u>mike@naturalcapital.us</u> or call us at 540-672-2542. Center for Natural Capital, P.O. Box 901, Orange, VA 22960. 501(c)(3) 20-1996189

# Appalachian Wood Energy Hub

Integrating mountain forest, river valley and community economic health

Brian Becker

Center for Natural Capital

Russell County Board of Supervisors

July 3, 2017



# The Center for Natural Capital

Our mission is to create, optimize and integrate *natural capital solutions* into the marketplace to achieve beneficial social and environmental outcomes.

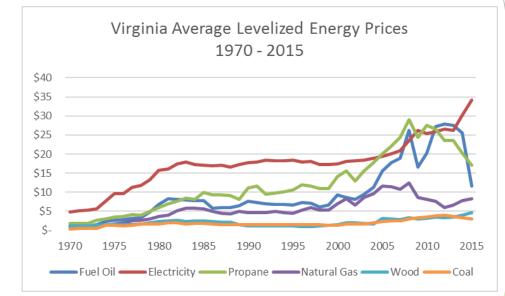
Signature programs:

- Streamsweepers employees young adults to assess, clean and maintain rivers.
- SoilKeepers landscaping service that restores and maintains yards through healthy soil biology.
- Wildlife Habitat Cooperative connects landowners to pool habitat restoration services.
- Community Wood Energy Program connects communities to the landscape by raising awareness and advancing the use of wood and grass fuels for space, hot water and process heat.

# Community Wood Energy in SWVA

Community Wood Energy benefits include:

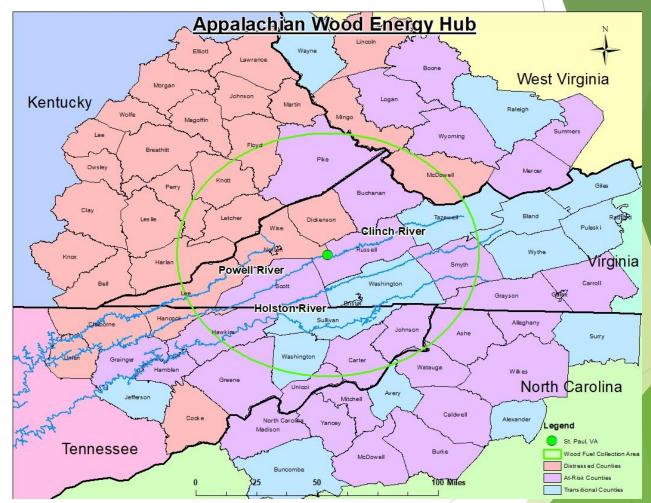
- Lower cost heating fuel,
- Long-term stable prices,
- Energy dollars stay in the community,
- Improves the health of forests and rivers!



Community Wood Energy Program provides education and assistance with preliminary screenings and engineering support

# Appalachian Wood Energy Hub

- Establish the Appalachian Wood Energy Hub in the St. Paul vicinity
  - Utilize invasive species and forests thinnings to produce hardwood heating chips and pellets for area homes, businesses, public facilities and manufacturers
  - Other products of interest include hardwood charcoal, biochar and potentially aviation biofuel
  - Serve as a base for StreamSweepers - training, storage and year-round employment



# Preliminary Feedstock & Market Analysis

- Preliminary feedstock and market analysis is necessary to determine market demand, facility size, capital requirements, and estimate economic impacts.
- Virginia Department of Agriculture and Consumer Services (VDACS):
  - Governor's Agriculture and Forestry Industries Planning Grant
  - Provides funds to Local Governments for market analysis
  - \$20K for a single jurisdiction, \$35K for multiple jurisdictions
  - 50% match required (cash/in-kind)
- Example: \$30K from VDACS matched with \$15K in-cash + \$15K in-kind = \$45K in cash for procuring feedstock and market analysis services
- The Community Wood Energy Program has a proven track record of assisting jurisdictions in obtaining AFID Planning Grants (Buckingham, Rappahannock)

## **Recommendations and Timeline**

- ▶ 1. Russell County BOS determines there is consequential interest in the Hub.
- 2. Russell County requests the Community Wood Energy Program staff to prepare draft feedstock and market analysis proposal.
- 3. Russell County (perhaps with other jurisdictions) applies for grant from VDACS mid-summer 2017.
- ▶ 4. Upon receipt of award, County lets RFP early fall 2017.
- 5. Service Vendors, possibly including the Community Wood Energy Program, submit proposals to complete work fall 2017.
- 6. Feedstock and Market Analysis completed late 2017, early 2018.



Brian Becker Center for Natural Capital <u>brian@naturalcapital.us</u> 540-672-2542



# **RUSSELL COUNTY** CHAMBER OF COMMERCE 2017-2018

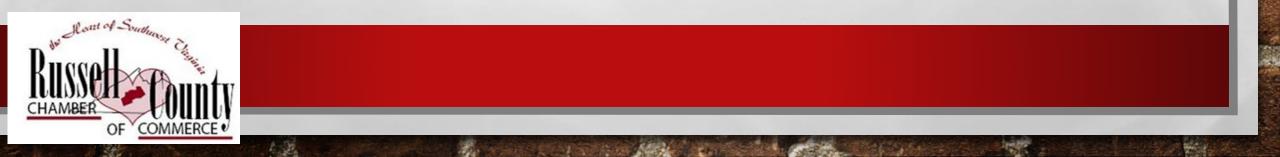
# DESIGNING THE FUTURE



# WHAT HAVE WE BEEN WORKING ON

• CONSTANT CONTACT IMPLEMENTED A EMAIL MARKETING SYSTEM THAT CAN BE USED FOR COMMUNITY INFORMATION, BUSINESS ANNOUNCEMENTS, MARKETING, CALENDAR OF EVENTS AND STAYING IN TOUCH WITH BUSINESSES AND BUSINESS OWNERS.

• CHAMBER MASTER A COMPLETE CHAMBER/BUSINESS MANAGING SOFTWARE SYSTEM, CAPABLE OF CONNECTING CONSTANT CONTACT, THE CHAMBER WEBSITE, CHAMBER BOARD MEMBERS AND CHAMBER MEMBERS ALL TOGETHER AS WELL AS RUNNING BUDGETS, EVENTS AND TRACKING METRICS.



# **MEMBERSHIP** WE HAVE COMPLETELY REDESIGNED THE CONCEPT OF CHAMBER MEMBERS AND OUR PURPOSE AS THE CHAMBER OF COMMERCE IN OUR COMMUNITY.

## **NEW APPLICATION**

- NEW DESIGN REFLECTS THE NEEDS OF THE BUSINESS "WHAT CAN WE HELP YOU WITH?"
- ASSESSES THE NEEDS OF THE CHAMBER BUSINESS MEMBER AND SERVES AS AN ENGAGEMENT PLAN
- MORE PURPOSEFUL IN INTRODUCING CHAMBER ACTIVITIES TO MEMBER AND GAGES WHAT LEVEL OF COMMITMENT THEY WILL HAVE AS A MEMBER



# BUILDING A STRONG SUPPORT SYSTEM THROUGH EVENTS AND PROGRAMS

### **ADVERTISING ASSISTANCE**

- ALL CHAMBER MEMBERS HAVE ACCESS TO ADVERTISING ON CHAMBER WEBSITE AND CONTROL OVER CONTENT
  - CONSTANT CONTACT NEW LETTER ADVERTISING SPECIAL INFO AT LEAST 8 OPPORTUNITIES A MONTH
  - MEMBERS WILL BE IN BUSINESS DIRECTORY AND SEND OUT TWICE A YEAR
    - SPONSORSHIP ADVERTISING
- MEMBER SHOWCASING'S ON WEBSITE AND SOCIAL MEDIA

## **WORKSHOPS AND TRAININGS**

- BUSINESS WORKSHOP
- OUTDOOR RECREATION BUSINESS WORKSHOP
- CUSTOMER SERVICE SEMINARS FOR CHAMBER MEMBERS AND STAFF
- **BUSINESS TOOLS AND LEAN SEMINARS** 
  - SOCIAL MEDIA TRAINING
  - FUNDING AND GRANTS
    - LEAD PROGRAM

## **EVENTS**

- HOLIDAY SHOPPING EVENT
- OUTDOOR RECREATION EXPO
- BEFORE AND AFTER HOURS
   NETWORKING
  - YEARLY GALA
- HOSTING MONTHLY MEETINGS
  - RIBBON CUTTINGS
  - SHOP LOCAL EVENT
  - BUSINESS/JOBS EXPO
  - BREW FEST / FESTIVALS



# **Our Goals**

- Not only provide support to existing business but also serve as a guide to start ups and entrepreneurs
- Partner with tourism and Heart of Appalachia on new opportunities for business in our community
- Grow the chamber and create more assistance and tools for businesses
- Be able to connect local supply to local demand through business networking, partnering with incentive possibilities(helping each other)

# **BACK ROADS BREW FEST 2017** CASTLEWOOD VA RUSSELL COUNTY FAIR GROUNDS

## **BREWERIES**

- TICKETS WILL BE SOLD FOR SAMPLE DRINKS FROM GUEST BREWERIES(GOAL 10 BREWRIES)
- EACH TICKETS IS REDEEMABLE FOR ONE SAMPLE DRINK
- SAMPLE TICKETS WILL BE SOLD IN DIFFERENT LEVEL PACKAGES
- LOCAL WINERY AND DISTILLERY WILL BE INVITED TO PARTICIPATE

## **FOOD AND VENDORS**

- FOOD TRUCKS WILL BE AVAILABLE FOR GUESTS DURING EVENT FOR A SETUP FEE
- LOCAL ARTISTS AND CRAFTERS WILL BE INVITED TO PARTICIPATE
  - OTHER VENDORS WILL BE ALLOWED TO SET UP FOR A FEE

## MUSIC

- LOCAL MUSICIANS WILL BE INVITED
- ONE HEADLINER TO PERFORM AT EVENT

# **ANGELA CARPENTER DIRECTOR RUSSELL COUNTY CHAMBER OF COMMERCE**

## **BOARD MEMBERS**

ALICE MEADE, ASHLEY HARTLESS, BECKI JOYCE, CATHY MAYS, CHASE PATTON, DAVID LEONARD II, GREG BAILEY, JAY LEWIS, JEFF MCCRACKEN, NICOLE REYNOLDS, RACHEL PATTON, RICK CHAFIN, SARAH WILSON, SHARON VANDYKE, SUSAN HILTON





Board of Supervisors 137 Highland Drive Lebanon, VA 24266

Meeting: 7/10/17 3:00 PM

### **Board Appointments**

Board Appointments	
BOARD APPOINTMENTS	B-1
SPEARHEAD TRAILS	
Shy Kennedy	3 Year-Term
DANTE COMMUNITY CENTER	
Earl Jenkins	2 Year-Term
Vacant	2 Year-Term
CASTLEWOOD WATER & SEW	ER AUTHORITY
Darrell Johnson	4 Year-Term
Library Board of Trustees	
Linda Tiller	4 Year-Term
Allison Steele	4 Year-Term
Judy Ashbrook	4 Year-Term
Highway & Safety Commission	
Gary Dotson	2 Year-Term
Johnny B. Jessee	2 Year-Term
Steve Dye	2 Year-Term
Eugene Ferguson	2 Year-Term
Tony Mazfield	2 Year-Term
Mike O'Quinn	2 Year-Term
Barbara Cox	2 Year-Term
Henry Stinson, Jr.	2 Year-Term
Mark Mitchell	2 Year-Term
Emory Altizer	2 Year-Term
RC PSA	
Carter McGlothlin	3 Year-Term
Steve Newberry	3 Year-Term
SVCC	
<u>SVCC</u>	
Lynn Keene Rita Jo Banner	4 Year-Term 4 Year-Term
STAFFRECOMMENDATIO	N(s): Board Discretion.
SUGGESTED MOTION(s):	Motion to appoint Board Members.



Board of Supervisors 137 Highland Drive Lebanon, VA 24266 Action Item C-1 Presenter: Chairman

Meeting: 7/10/17 3:00 PM

### **Authorization of Minutes**

Request approval of the minutes from the following meeting:

- Unapproved BOS Minutes of June 5, 2017
- Unapproved BOS Minutes of June 19, 2017

#### STAFF RECOMMENDATION(s):

**Board discretion** 

#### SUGGESTED MOTION(s):

Motion to approve Board Minutes.

#### **ATTACHMENTS:**

• Board Minutes

#### June 05, 2017

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, June 05, 2017 at 6:00 p.m. at the Russell County Government Center in Lebanon, Virginia. A closed session was held prior to the meeting at 5:00 pm.

The Clerk called the meeting to order.

#### Roll Call by the Clerk:

Present:

Tim Lovelace Lou Wallace Carl Rhea David Eaton Steve Breeding Rebecca Dye Mark Mitchell

Lonzo Lester, Clerk

Absent: None

#### **APPROVAL OF THE AGENDA**

Motion made by Mark Mitchell, second Lou Wallace and duly approved by the Board of Supervisors to approve the agenda as amended.

The vote was:

Aye: Mark Mitchell, Lou Wallace, Rebecca Dye, David Eaton, Steve Breeding, Tim Lovelace and Carl Rhea Nay: None

#### **CLOSED SESSION**

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors enter into closed session to discuss a prospective personnel matter pursuant to Virginia code 2.2-3711(A)(1) of the Code of Virginia and to discuss economic development pursuant to Section 2.2-3711 (5) and to discuss a litigation matter pursuant to Section 2.2-3711(7).

The vote was:

Aye: Mark Mitchell, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding and Rebecca Dye Nay: None

#### **APPROVAL TO RETURN TO REGULAR SESSION**

Motion made by Mark Mitchell, second Tim Lovelace and duly approved by the Board of Supervisors to return to regular session.

#### **CERTIFICATION OF CLOSED SESSION**

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Supervisors upon the Roll Call certifies that to the best of their knowledge (i) only public business matters lawfully exempted from the open meeting requirements under the Virginia Freedom of Information Act and (ii) only such public business matters that were identified in the motion(s) by which the closed meeting was convened were heard, discussed or considered in the meeting by the Board of Supervisors.

Any member of the Board of Supervisors who believes that there was a departure from the requirements of clauses (i) and (ii) above shall so state prior to the vote, indicating the substance of the departure that, in his or her judgment, has taken place.

Are there any who believe a departure has taken place? Seeing none, if you agree that the matters heard, discussed or considered during the closed meeting were pursuant only to the motion(s) by which the closed meeting was convened, please signify by saying aye or yes.

Tim Lovelace – AYE Lou Wallace – AYE Carl Rhea – AYE David Eaton – AYE Rebecca Dye - AYE Steve Breeding – AYE Mark Mitchell – AYE

Invocation by Roy Harrison, representing the Gideons followed by the Pledge of Allegiance to the Flag.

#### PUBLIC HEARING ON THE 2017/2018 BUDGET

Pursuant to being advertised in a local newspaper for (2) two consecutive weeks, a public hearing was held on the FY 2017/2018 Budget, Tax Rates and Tax Dates. The Chairman opened the public hearing to comments. There were no comments, the public hearing was closed.

#### Awards and Recognitions

The Board recognized members the FBLA Chapters from Castlewood, Honaker and Lebanon High Schools for their achievements.

#### **Presentations**

**Judge Martha Ketron** asked the Board to consider making repairs and updates to the Courthouse and to develop a plan to accomplish this task. She made some suggestions as to how to proceed and prioritized the items that were in need of immediate attention. Judge Ketron also thanked the Board for all they have done to make the courthouse more secure.

#### APPROVAL TO PARTNER WITH THE IDA TO SECURE FUNDING FOR REPAIRS AND UPDATES TO THE RUSSELL COUNTY COURTHOUSE

Motion made by Mark Mitchell, second Tim Lovelace and duly approved by the Board of Supervisors to approve a request from Judge Michael Bush, Judge Martha Ketron and Judge Michael Moore to partner with the Russell County Industrial Development Authority to aid in securing financing for updates and repairs to the Russell County Courthouse.

#### The vote was:

Aye: Mark Mitchell, Tim Lovelace, Carl Rhea, Lou Wallace, Rebecca Dye, Steve Breeding and David Eaton Nay: None

Sheriff Steve Dye gave a detailed report on the operations of the Sheriff's Department.

**Mike Collins**, Executive Director of the Center for Natural Capital addressed the Board on Stream Sweepers Clean the Clinch 2017. He stated that meetings have been initiated with local elected officials, local government staff and members of the community about cleaning up the Clinch River.

#### APPROVAL TO ENTER INTO AN AGREEMENT WITH THE CENTER FOR NATURAL CAPITAL TO CLEAN UP THE CLINCH RIVER USING STREAMSWEEPERS

Motion made by Mark Mitchell, second Lou Wallace and duly approved by the Board of Supervisors to authorize the County Administrator to enter into an agreement with the Center for Natural Capital to aid in the cleanup of the Clinch River using an employment program by the name of Stream Sweepers.

The vote was:

Aye: Mark Mitchell, Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding and Rebecca Dye Nay: None

**Dick Collins and Elaine Rock**, Boys and Girls Club of the Mountain Empire made a presentation to the Board concerning the possibility of locating a boys and girls club in Russell County.

The Board recognized Castlewood High School for various accomplishments by the students and teachers which included State History Day, Virginia History Day Teacher of the Year Award, Appalachian FFA Awards, Barter Theater Young Playwrights Festival Contest, 41<sup>st</sup> Annual John Fox Jr. Literary Festival Contest and State Forensics.

#### New Business

#### APPROVAL OF THE MAY 01, 2017 MINUTES

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to approve the May 01, 2017 minutes and dispense with the reading thereof.

The vote was:

Aye: David Eaton, Lou Wallace, Tim Lovelace, Carl Rhea, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### **APPROVAL OF GENERAL COUNTY INVOICES**

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$453,699.05 including reoccurring and withholdings.

The vote was; Aye: David Eaton, Carl Rhea, Lou Wallace, Tim Lovelace, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### **Board Appointments**

#### DAVID EATON AND ERNIE MCFADDEN APPOINTED TO THE REGIONAL INDUSTRIAL DEVELOPMENT AUTHORITY

David Eaton nominated Ernie McFadden

Hearing no other nominations, the Chairman appointed Ernie McFadden by acclamation to the Regional Industrial Development Authority.

Carl Rhea nominated David Eaton

Hearing no other nominations, the Chairman appointed David Eaton by acclamation to the Regional Industrial Development Authority.

#### **Citizens Comment**

The Chairman opened citizen comment period.

Kelly McBride Delph, RCPL asked the Board to spread the word about their Summer Reading Program

The Chairman closed public comment period.

#### **Constitutional Officer Reports and Requests**

**Rick Thompson**, Treasurer updated the Board on the status of tax collection and the employee health insurance balance.

#### **County Administrator Reports and Requests**

#### APPROVAL OF A RESOLUTION TO DESIGNATE RT. 82 AS TERRY ALSUP MEMORIAL HWY

Motion made by Mark Mitchell, second Tim Lovelace and duly approved by the Board of Supervisors to approve a resolution to designate Rt. 82 as Terry Alsup Memorial Highway.

The vote was

Aye: Mark Mitchell, Tim Lovelace, Lou Wallace, Carl Rhea, David Eaton, Rebecca Dye and Steve Breeding Nay: None

#### APPROVAL OF A RFP FOR PICTOMETRY SERVICES

Motion made by Mark Mitchell, second Lou Wallace and duly approved by the Board of Supervisors to authorize the County Administrator to advertise for a request for proposals of Pictometry Services.

The vote was:

Aye: Mark Mitchell, Lou Wallace, Carl Rhea, Tim Lovelace, Rebecca Dye, David Eaton and Steve Breeding Nay: None

#### APPROVAL TO NEGIOTIATE A RECYCLE CENTER LAND LEASE

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to authorize the County Administrator to begin negotiations on a Recycle Center Land Lease.

The vote was:

Aye: David Eaton, Lou Wallace, Carl Rhea, Steve Breeding, Lou Wallace, Mark Mitchell and Tim Lovelace Nay: None

#### APPROVAL OF A \$60.00 PER TON FEE FOR RUSSELL COUNTY LANDFILL TREE AND BUSH TONAGE

Motion made by Mark Mitchell, second Lou Wallace and duly approved by the Board of Supervisors to approve a fee of \$60.00 per ton for Russell County Landfill Tree & Brush tonnage price.

The vote was:

Aye: Mark Mitchell, Lou Wallace, Steve Breeding, Carl Rhea, Rebecca Dye, David Eaton and Tim Lovelace Nay: None

#### APPROVAL OF AN AGREEMENT BETWEEN SW VA CLEO AND WDB

Motion made by Lou Wallace, second David Eaton and duly approved by the Board of Supervisors to authorize the SW Virginia Local Elected Officials Consortium Agreement with Workforce Development Board.

The vote was:

Aye: Lou Wallace, David Eaton, Carl Rhea, Tim Lovelace, Steve Breeding, Mark Mitchell and Rebecca Dye Nay: None

#### APPROVAL OF A LETTER OF ENGAGEMENT WITH ROBINSON, FARMER AND COX

Motion made by David Eaton, second Lou Wallace and duly approved by the Board of Supervisors to approve a Letter of Engagement with Robinson, Farmer and Cox Associates of the 2017 County Wide Audit.

The vote was:

Aye: Lou Wallace, David Eaton, Carl Rhea, Tim Lovelace, Steve Breeding, Mark Mitchell and Rebecca Dye Nay: None

#### APPROVAL OF AN AGREEMENT WITH PEOPLE, INC FOR A CHILD DEVELOPMENT CTR AT THE SWORDS CREEK COMMUNITY CENTER

Motion made by David, second Carl Rhea and duly approved by the Board of Supervisors to approve an agreement with People, Inc. and Russell County for the Child Development Center in the Swords Creek Community Center.

#### The vote was:

Aye: David Eaton, Carl Rhea, Lou Wallace, Tim Lovelace, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL TO DONATE \$150.00 PER STUDENT FOR COUNTY FBLA CHAPTERS TO TRAVEL TO NATIONAL COMPETITION

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to authorize a donation of \$150.00 per student for Castlewood, Lebanon and Honaker FBLA Chapters to attend national completion.

The vote was:

Aye: David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL OF A \$150.00 PER STUDENT DONATION TO THE RUSSELL COUNTY CAREER AND TECHNOLOGY CENTER TO TRAVEL TO NATIONAL COMPETITION

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to authorize a \$150.00 per student donation to the Russell County Career and Technology Center for the Skills USA National Championship.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL OF A \$500.00 DONATION TO THE GUITARS AND GOOD TIMES EVENT

Motion made by David Eaton, second Rebecca Dye and duly approved by the Board of Supervisors to authorize a \$500.00 donation to the Guitars and Good Times event hosted by the Russell County Medical Center Foundation.

The vote was:

Aye: David Eaton, Rebecca Dye, Tim Lovelace, Lou Wallace, Carl Rhea, Steve Breeding and Mark Mitchell Nay: None

#### APPROVAL OF A \$250.00 DONATION TO THE RUSSELL COUNTY PREVENTION COALITION

Motion made by Mark Mitchell. Second by Carl Rhea and duly approved by the Board of Supervisors to authorize a donation of \$250.00 to the Russell County Drug and Alcohol Free Throw down Graduation Party provided by the Russell County Prevention Coalition.

The vote was:

Aye: Mark Mitchell, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding, Rebecca Dye and David Eaton Nay: None

#### APPROVAL OF A \$500.00 DONATION TO THE TOWNS OF LEBANON, HONAKER AND CLEVELAND

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to authorize a \$500.00 donation to the Town of Lebanon, Town of Honaker and Town of Cleveland to assist with the July 04 celebrations.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL TO AUTHORIZE PREPAYMENT OF THE JULY EXPENDITURES AND MOVE THE JULY BOARD MEETING TO JULY 10, 2017 AT 3:00 PM

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve pre-payment of the July 2017 county expenditures and move the July Board meeting to Monday, July 10, 2017 at 3:00 pm.

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Steve Breeding, Lou Wallace, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL TO OPEN THE CANNERIES ON JULY 18, 2017

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to set Tuesday, July 18, 2017 as opening day for the canneries.

The vote was:

Aye: David Eaton, Tim Lovelace, Carl Rhea, Lou Wallace, Rebecca Dye, Steve Breeding and Mark Mitchell Nay: None

#### APPROVAL OF A TRAVEL REQUEST FOR THE BUILDING OFFICIAL

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors to approve a travel request for the Building Official's office for training.

The vote was:

Aye: Mark Mitchell, David Eaton, Lou Wallace, Tim Lovelace, Carl Rhea, Steve Breeding and Rebecca Dye Nay: None

#### APPROVAL OF A PLAT FOR 135 SAMUEL RATCLIFF ROAD

Motion made by David Eaton, second Mark Mitchell and duly approved by the Board of Supervisors to approve a plat for 135 Samuel Ratcliff road as requested by the Russell County Planning Commission.

The vote was:

Aye: Mark Mitchell, David Eaton, Tim Lovelace, Carl Rhea, Lou Wallace, Rebecca Dye and Steve Breeding Nay: None

#### APPROVAL TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SETTLE A FEDERAL LAWSUIT WITH REBECCA WILSON

Motion made by Mark Mitchell, second Lou Wallace and duly approved by the Board of Supervisors to authorize the County Administrator to negotiate a resolution of the federal lawsuit brought by Rebecca Wilson, who seeks hundreds of dollars from Russell County. The Board authorizes the County Administrator to resolve the case for nuisance value of no more than \$5000.00, a dismissal of any and all claims by Wilson against the County and its employees and an express statement that the County admits no fault or liability whatsoever.

The vote was:

Aye: Mark Mitchell, Lou Wallace, Tim Lovelace, Carl Rhea, David Eaton, Steve Breeding and Rebecca Dye Nay: None

#### APPROVAL TO COMMIT M & T AND REAL ESTATE TAXES IF NECESSARY TO AID IN FUNDING THE BELT PROJECT IF NECESSARY

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors to approve the commitment of machinery and tools and real estate taxes for funding for the Belt Project if necessary.

The vote was:

Aye: Mark Mitchell, David Eaton, Tim Lovelace, Carl Rhea, Lou Wallace, Rebecca Dye and Steve Breeding Nay: None

#### APPROVAL TO ADJOURN TO RECONVENE ON MONDAY, JUNE 19, 2017 AT 3:00 PM

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to adjourn to reconvene on Monday, June 19, 2017 at 3:30 pm.

The vote was:

Aye: Mark Mitchell, David Eaton, Tim Lovelace, Carl Rhea, Lou Wallace, Rebecca Dye and Steve Breeding Nay: None

#### June 19, 2017

An adjourned meeting of the Russell County Board of Supervisors was held on Monday, June 19, 2017 at 3:30 pm at the Russell County Government Center in Lebanon, Virginia.

The meeting was called to order by the Clerk of the Board.

Invocation by Chairman Steve Breeding followed by the Pledge of Allegiance to the Flag.

#### **Roll Call by the Clerk:**

Present:

Tim Lovelace Lou Wallace Carl Rhea David Eaton Steve Breeding Rebecca Dye Mark Mitchell

Lonzo Lester, Clerk

Absent: None

#### **APPROVAL OF THE AGENDA**

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors to approve the agenda as presented.

The vote was:

Aye: Mark Mitchell, David Eaton, Lou Wallace, Carl Rhea, Steve Breeding, Rebecca Dye and Tim Lovelace Nay: None

#### TONY DODI APPOINTED TO THE RUSSELL COUNTY IDA

Motion made by Tim Lovelace, second Rebecca Dye and duly approved by the Board of Supervisors to appoint Tony Dodi to the Russell County Industrial Development Authority to fill the unexpired term of Becki Joyce, said term ending December 31, 2019.

The vote was: Aye: Tim Lovelace, Rebecca Dye, Carl Rhea, David Eaton and Steve Breeding Nay: Lou Wallace Abstain: Mark Mitchell

#### APPROVAL OF THE CY 2018 TAX RATES

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to approve the CY 2018 tax rates as presented with no change from 2017 rates as follows:

The vote was:

Aye: David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye, Steve Breeding and Mark Mitchell Nay: None

Real Estate	.63
Mobile Homes	.63
Personal Property	\$1.95
Machinery & Tools	\$1.65
Merchant's Capital	.65

#### **APPROVAL OF CY 2018 TAX DUE DATES**

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to approve the CY 2018 tax due dates as presented as follows:

#### Real Estate, Personal Property, Machine & Tools, Merchants Capital and Mineral Taxes: May 25 and November 25

#### Mineral Tax Reporting Date: February 01

The vote was:

Aye: David Eaton, Carl Rhea, Tim Lovelace, Lou Wallace, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL OF THE FY 2017/2018 GENERAL OPERATING BUDGET

Motion made by David Eaton, second Mark Mitchell and duly approved by the Board of Supervisors to approve the FY 2017/2018 general operating budget and appropriations.

The vote was:

Aye: David Eaton, Mark Mitchell, Carl Rhea, Lou Wallace, Tim Lovelace, Steve Breeding and Rebecca Dye Nay: None

#### APPROVAL TO TRANSFER THE ANIMAL CONTROL OFFICERS TO THE RUSSELL COUNTY SHERIFF'S DEPARTMENT

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors to transfer the Animal Control Officers to the Russell County Sheriff's Department effective immediately.

The vote was:

Aye: Mark Mitchell, David Eaton, Lou Wallace, Tim Lovelace, Carl Rhea, Rebecca Dye and Steve Breeding Nay: None

#### APPROVAL TO ADVERTISE FOR AN RFP FOR THE GENERAL REASSESSMENT

Motion made by Carl Rhea, second Lou Wallace and duly approved by the Board of Supervisors to authorize the County Administrator to advertise for a request for proposals for the general reassessment.

The vote was:

Aye: Carl Rhea, Lou Wallace, Tim Lovelace, David Eaton, Steve Breeding, Rebecca Dye and Mark Mitchell Nay: None

#### APPROVAL TO ADJOURN

Motion made by Mark Mitchell, second David Eaton and duly approved by the Board of Supervisors to adjourn.

The vote was:

Aye: Mark Mitchell, David Eaton, Tim Lovelace, Lou Wallace, Carl Rhea, Rebecca Dye and Steve Breeding Nay: None

Clerk of the Board

Chairman

#### COUNTY OF RUSSELL

#### Proposed Budget for Fiscal Year

July 1, 2017 - June 30, 2018

The Russell County Fiscal Year 2017/2018 Proposed Budget is prepared and published for informative and fiscal planning purposes only. It does not constitute an obligation or commitment on the part of Board of Supervisors of the county to appropriate any funds for that item or purpose. There is no allocation or designation of any funds of this County for any purpose until there has been an appropriation for that purpose by the Board of Supervisors.

Expenditures by Fund Type and Function	FY2017 <u>Budget</u>		Pro	FY2018 posed Budget	Percentage <u>Change</u>
General Fund					
General Government Administration	\$	1,827,812	\$	1,803,076	-1.3%
Judicial Administration		2,086,406		2,172,984	4.1%
Public Safety		6,149,502		6,063,804	- 1.4%
Environmental Control		2,122,849		1,814,396	-14.5%
General Services		946,401		952,401	0.6%
Health and Welfare		1,285,743		1,285,743	0.0%
Education		9,041,682		9,366,682	3.6%
Parks, Recreation & Cultural		540,910		556,756	3.0%
Community Development		397,066		398,066	0.1%
Non-Departmental		197,347		210,347	6.6%
Capital Outlay and Transfers		633,821		650,813	3.0%
Debt Service		998,876		1,070,485	7.2%
Total General Fund	\$	26,228,415	\$	26,345,553	0.0045%
Special Revenue Funds					
Coal Road Fund	\$	150,000	\$	150,000	0.00%
SWVA ASAP Fund	·	280,954		280,954	0.00%
Virginia Public Assistance Fund		4,326,092		5,127,647	18.5%
Comprehensive Services Act Fund		1,088,731		1,088,731	0.00%
Workforce Investment Board Fund		2,746,846		2,746,846	0.00%
Total Special Revenue Funds	_	8,592,623		9,394,178	9.3%
Enterprise Funds					
Canneries		30,000		30,000	0.00%
Dante Sewer Fund		276,000		276,000	0.00%
		306,000		306,000	0.00%
Total Expenditures		35,127,038		36,045,731	2.6%

				Dates 7/2018
Real Estate, Personal Property, Machine & Tool, Merchant's Capital, and Mineral Taxes				ay 25th nber 25th
Mineral Tax Reporting Date			Febr	ruary 1st
		Тах	Rates	
	:	2017		2018
Real Estate	\$	0.63	\$	0.63
Mobile Homes	\$	0.63	\$	0.63
Personal Property	\$	1.95	\$	1.95

\$

\$

0.65

0.65

Authorized by Russell County Board of Supervisors

Merchant's Capital



Board of Supervisors 137 Highland Drive Lebanon, VA 24266

Meeting: 7/10/17 3:00 PM

## **Approval of Expenditures**

Request approval of the County's June 2017 Monthly Expenditures:

#### STAFF RECOMMENDATION(s):

County's June 2017 Monthly Expenditures are in compliance with budget and operational services.

#### SUGGESTED MOTION(s):

Motion to approve County's June 2017 Monthly Expenditures.

#### ATTACHMENTS:

• June 2017 Monthly Expenditures

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5/04/2017 5/12/2017 5/23/2017		/09/201	4/17/2017 5/31/2017	5/17/2017 5/19/2017	6/23/2017	6/13/2017	7/06/2017	6/14/2017	6/19/2017	6/13/2017	6/10/2017 6/01/2017	5/24/2017	/14/2017	6/14/2017 6/14/2017	/05/2017	/24/2017	/11/2017 /24/2017	/01/2017		/31/2017	/30/2017	4/29/2017 5/25/2017	6/14/2017	6/20/2017	INV.DATE 6/26/2017 6/26/2017	7/06/2017
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06/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND# 100         PAGE 2           1NV. DATE         VENDOR         INVOICE         INVOICE         CLASS         GROSS ANT.         NET ANOUNT GL. ACCOUNT         P.O.#           6/15/2017         003438         CASTLEMOOD WAIR 0142017         1         16,329.10         16,329.10         4100-043020-5503-         -	06/2017         A/P CASH REQUIREMENTS PRE-LIST COMEANY #-001         FUXP#4100         PAGE         2           INV.DATE         VENDOR         INVICE         INVICE         CIASS         GROSS ANT:         NET AMOUNT G/L ACCOUNT         6/15/2017         003438         CASTLEMOOD WATE         6/14/2017         1         16/329-10         16/329-10         16/329-10         16/329-10         16/329-10         16/329-10         10/0-093010-8025-10         -	1	1	4102-030650-3002-	טעיקנע	ידע אמנ האיקר	5	מ השמואדם הדוקום אשר משור מ	610C/ B C/	
OP/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#100         PAGE         2           111V_LATE         VENDOR         INVOICE         CLASS         GROSS ANT.         NUT ANUNT G/L ACCOUNT         P.O.#           6/15/2017         003438         CASTLEWOOD WATE         0142017         2         53.00         16,329.10         16,329.10         16,329.10         4100-08210-8025-         -	06/2017         A/P CASH REQUIREMENTS PRE-LIST COMEANY #-001         FUND#4100         PAGE         2           INV.DATE         VENDOR         INVICE         CLASS         GROSS ANT:         NET ANOUNT G/L ACCOUNT         6/15/2017         003438         CASTLEMOOD WATE         0142017         1         16,329.10         16,329.10         1400-083010-8025-10         -<	,	,	4100-011010-5501- *	285,20	385.20	201	COOK YVONNE	/30/201	/201
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06/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV.DATE         V2NDOR         INVOICE         INVOICE         CLASS         GROSS ANT.         NUT MOUNT G/L ACCOUNT         P.0.#           6/15/2017         003438         CASTLEMOOD WATE         G142017         2         53.00         16,329.10         116,329.10         116,329.10         4100-043020-5103         -	06/2017         b/p CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV.DATE (22/2017)         USNDOR 00438         LINVICE CASTLEWOOD WATE 6/15/2017         LINVICE 00438         CASTLEWOOD WATE 06142017         CLASS 16,329.10         NET AMOUNT 16,329.10         JACE ACCOUNT 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 10,320.5103         P.O.# 16,329.10         P.O.# 16,329.10         P.O.# 10,320.5103         P.O.# 10,329.10         P.O.# 10,329.10         P.O.# 10,320.5103         P.O.# 10,520.5103         P.O.# 10,520.5103         P.O.# 10,520.5103         P.O.# 10,520	ſ	ľ	4100-011010-5504-	87.68	87.68		COOK YVONNE I	/13/201	/201
De/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE         2           INV.DATE         UNDER         INVOICE         CLASS         GROSS ANT.         NET AMOUNT G/L ACCOUNT         P.O.#           6/15/2017         003438         CASTLEWOOD WATE         06142017         2         26.50         26.50         26.50         26.50         4100-043020-5103-         - <td< td=""><td>Dec/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV.DATE         VENDOR         INVICE         Invice</td><td></td><td></td><td>*</td><td>240.00</td><td>240.00</td><td></td><td></td><td></td><td></td></td<>	Dec/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV.DATE         VENDOR         INVICE			*	240.00	240.00				
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D6/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV_DATE         VENDOR         INVICE         CILASS         GROSS ANT.         INVET ANOUNT G/L ACCOUNT         F.O.#           6/15/2017         003438         CASTLEWOOD WATE         GINATE         GROSS ANT.         INVET ANOUNT G/L ACCOUNT         F.O.#           6/15/2017         003438         CASTLEWOOD WATE         06142017         2         53.00         16,329.10         4100-082010-8025-         -         -           6/15/2017         003438         CASTLEWOOD WATE         06142017         2         53.00         4100-043020-5103-         -	06/2017       A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001       FUND#4100       PAGE 2         INV_DATE       VENDOR       INVOLCE       CLASS       GROSS ANT.       NET AMOUNT G/L ACCOUNT       P.O.#         6/15/2017       003438       CASTLEWOOD WATE       UNUE 17       1       16,329.10       16,329.10       4100-082010-8025-       -       -         6/15/2017       003438       CASTLEWOOD WATE 06142017       2       53.00       16,329.10       4100-043020-5103-       -       -         6/15/2017       003438       CASTLEWOOD WATE 06142017       2       53.00       53.00       4100-071040-5103-       -	1	ı	*	0	8,616.00	5		1	1 -0 - 1
De/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE 2           INV.DATE         VENDOR         INVOICE         CLASS         GROSS ANT.         NET AMOUNT G/L ACCOUNT         P.O.#           6/15/2017         003438         CASTLEWOOD WATE         UNVE 017         1         16,329.10         1400-08201-8025-         -         -           6/15/2017         003438         CASTLEWOOD WATE         06142017         2         26.50         26.50         4100-043020-5103-         -         -           6/15/2017         003438         CASTLEWOOD WATE         06142017         2         53.00         4100-043020-5103-         -	06/2017       A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001       FUND#4100       PAGE       2         INV_DATE       VENDOR       INVOICE       CLASS       GROSS ANT.       NET AMOUNT       G/L ACCOUNT       P.O.#         6/15/2017       003438       CASTLEWOOD       WATE       0642017       1       16,339.10       16,329.10       4100-082210-8025-       - <t< td=""><td>I</td><td>I</td><td>4100-031020-54</td><td>ı ص</td><td>6,036.00</td><td>S0005</td><td>04045 CODE3 TECHNOLOG</td><td>2/2017</td><td>7/06/2017</td></t<>	I	I	4100-031020-54	ı ص	6,036.00	S0005	04045 CODE3 TECHNOLOG	2/2017	7/06/2017
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D6/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND# 4100         PAGE 2           INV.DATE         VENDOR         INVOICE         CLASS         GROSS ANT:         NET AMOUNT G/L ACCOUNT         P.O.#           6/15/2017         003438         CASTLEWOOD WATE 0142017         1         16,329.10         16,329.10         16,329.10         16,329.10         16,329.10         16,329.10         100-080201-5103         - <t< td=""><td>06/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE         2           INV_DATE         VENDOR         INVOICE         CLASS         GROSS AMT.         NET ANOUNT G/L ACCOUNT         P.O.#           6/23/2017         003438         CASTLEWOOD WATE         GINES         ALVOICE         1         16,329.10         16,329.10         100-043020-58201-         -</td><td></td><td></td><td>*</td><td>16</td><td>٥.</td><td></td><td></td><td></td><td></td></t<>	06/2017         A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001         FUND#4100         PAGE         2           INV_DATE         VENDOR         INVOICE         CLASS         GROSS AMT.         NET ANOUNT G/L ACCOUNT         P.O.#           6/23/2017         003438         CASTLEWOOD WATE         GINES         ALVOICE         1         16,329.10         16,329.10         100-043020-58201-         -			*	16	٥.				
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00000 001899 BREEDING JEAN DISC. TOTAL .00 CHI	00000 004091 BELCHER, LINDA DISC. TOTAL .00 CH	00000 004093 BELCHER, DANNY SR. DISC. TOTAL ,00 CH	00000 003654 BALL BARLEA 00000 003654 00000 003654 DISC. TOTAL .00 CH	00000 003889 BALDWIN, ERIN DISC. TOTAL .00 CH	00000 002592 EALDWIN GRACIE 00000 002592 .00 CHI DISC. TOTAL .00 CHI	00000 001912 ALTIZZR MICHARL DISC. TOTAL .00 CH	00000 004221 ALEXANDER, SHAUNA DISC. TOTAL .00 CH	00000 004096 AXISSON, W. J. 00000 004096 DISC. TOTAL .00 CH	00000 004209 WISE, DARLENE DISC. TOTAL .00 CHI	00000 001708 WAL MART COMMUNITY ERC 00000 001708 00000 001708 00000 001708 015C. TOTAL .00 CHI	00000 002812 RICOH AMERICAS CORP DISC. TOTAL .00 CH	00000 002812 00000 002812 .co CHI		P.O. VENDOR NO. NO. VENDOR NAME	AD100 6/26/2017
D6262017 CHECK TOTAL	06262017 Check total	06262017 Check Total	06262017 06262017 06262017. CHECK TOTAL	06262017 CHECK TOTAL	06262017 06262017 CHECK TOTAL	06262017 Check Total	06262017 CHECK TOTAL	CHECK TOTAL	06262017 CHECK TOTAL	RC 000043 000044 007918 009470 CHECK TOTAL	98969490 Checx Total	23040692 23040693 23041693 23041693 23041695 23041695 23047291 23047291 5049036096 1		INVOICE	
6/26/2017 4100-013010-3002- 165.00 ACH RWT TOTAL .00 CRA RWT TOTAL	5/26/2017 4100-013010-3002- 165.00 ACH PMT TOTAL .00 CPA PMT TOTAL	6/26/2017 4100-013010-3002- 165.00 ACH PMT TOTAL .00 CPA PMT TOTAL	6/26/2017 4100-013010-3002- 6/26/2017 4100-013010-5501- 6/26/2017 4100-013010-3002- 298.15 ACH EMT TOTAL .00 CEA EMT TOTAL	6/26/2017 4100-013010-3002- 165.00 ACH PWT TOTAL .00 CPA PMT TOTAL	6/26/2017 4100-013010-3002- 6/26/2017 4100-013010-5501- 240.66 ACH PMT TOTAL .00 CEA PMT TOTAL	6/26/2017 4100-013010-3002- 175.00 ACH EMT TOTAL .00 CEA EMT TOTAL	6/26/2017 4100-013010-3002- 165.00 ACH EMT TOTAL .00 CPA EMT TOTAL	6/26/2017 4100-013010-3002- 6/26/2017 4100-013010-3002- 100.00 ACH EMT TOTAL .00 CEA EMT TOTAL	5/26/2017 4100-013010-3002- 165.00 ACH PWN TOTAL .00 CPA PMT TOTAL	5/18/2017 4100-071040-5605- 5/18/2017 4100-012010-5401- 5/30/2017 4100-011010-5413- 6/07/2017 4100-043020-5405- 585.18 ACE PMT TOTAL .00 CEA PMT TOTAL	6/16/2017 4100-031020-5203- 233.40 ACH PWN TOTAL .00 CPA PWT TOTAL	6/16/2017 4100-022010-5415- 6/16/2017 4100-034010-5401- 6/16/2017 4100-012090-3005- 6/16/2017 4100-032050-3005- 6/16/2017 4100-032050-3005- 6/16/2017 4100-031020-3005- 6/16/2017 4100-013020-3005- 6/16/2017 4100-013020-3005- 00 CPA PMT TOTAL .00 CPA PMT TOTAL	ŗ	INVOICE A/P ACCOUNT DATE ACCRL NO.	A/P CHECK REGISTER TIME-13:16:55 ActPd - 2017/06
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00000 003068 DYE 1 00000 003068 DISC. TOTAL P.O. VENDOR NO. NO. 00000 003196 HARRISON JOEL DISC. TOTAL 00000 003631 HARRIS REMA. DISC. TOTAL 00000 004333 DUTY, JENNY DISC. TOTAL 00000 001164 DUTY DISC. TOTAL 00000 001099 COLLINS WAYNE DODDO 002596 CHILDRESS DORIS DISC. TOTAL .00 00000 002406 CHILDERS REGINALD DISC. TOTAL .00 00000 001177 CAMPBELL PHILLIP 00000 001177 00000 003992 BROWNING, CINDY DISC. TOTAL .00 00000 004088 HARRIS, CANDY DISC. TOTAL 00000 004225 HALL, JO ANN DISC. TOTAL 00000 003639 DYE LINDA DISC. TOTAL DISC. TOTAL DIDCO 003194 DOTSON GARY DISC. TOTAL DD000 002982 BUSH MARY DISC. TOTAL 00000 003632 BREEDING BRENDA DISC. TOTAL .00 DISC. TOTAL ..... TARA VENDOR NAME THOMAS .00 .00 .00 8 .00 , 00 . 00 , 00 .00 - 00 00 .00 . 00 . 00 06262017 06262017 CHECK TOTAL CHECK TOTAL CHECK TOTAL 06262017 CHECK TOTAL 06262017 CHECK TOTAL 06262017 CHECX TOTAL 06262017 06262017 INVOICE NO.

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1,118.00 155.15 .00 165.00 .00 175.00 .00 165.00 .00 200.00 11.77 .00 175.00 .00 175.00 .00 175.00 574542 ,00 175.00 .00 165,00 .00 NET AMOUNT 200.00 574556 165.00 574547 .00 175.00 574546 .00 175.00 574545 .00 165.00 574544 .00 50.00 574549 .00 50.00 574548 -00 ...... 574543 574543 574555 574554 574553 574552 574551 574550 57454I 574540 574552 CHECK ACH ACH NO. PMT PMT G/L ACCOUNT DESC. TOTAL Professional Services Travel (Mileage) 211.77 Professional Services 50.00 Professional Services 175.00 Professional Services Travel (Mileage) Professional Services 175.00 Professional Services 175.00 Professional Services Professional Services 165.00 Professional Services 175.00 Professional Services 165.00 Professional Services 175.00 Professional Services 175.00 Professional Services 50.00 Professional Services 165.00 Professional Services 175.00 Professional Services 165.00 Professional Services 165.00 1,273.15 200.00 03959 03959 03959 03959 03959 03959 03959 03959 03959 656£D 03959 03959 03959 03959 03959 03959 03959 03959 03959

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00000 001417 MEADE 00000 001417 DISC. TOTAL 00000 001095 JESSEE 00000 001095 00000 001095 DISC, TOTAL 00000 003859 HESS I 00000 003859 DISC. TOTAL 00000 001118 LYTTLE 00000 001118 DISC. TOTAL 00000 001675 JENKINS 00000 001675 NO. 00000 003795 MONTGOMERY CHARLES DISC. TOTAL .00 00000 003888 MCGLOTHLIN, PATSY DISC. TOTAL .00 00000 003640 00000 003640 MCGLOTHLIN DARNELL 00000 003640 00000 003075 JOHNSON VERNON 00000 003075 00000 003059 JESSEE CLAUDETTE DISC. TOTAL .00 00000 001675 00000 003424 HUGHES WILLIAM 00000 004220 HONAKER, DISC. TOTAL 00000 003998 MONK, PATSY 00000 003655 HUMPHREY GLENDA 1 1 1 AP100 DISC. TOTAL DISC. TOTAL DISC. TOTAL DISC. TOTAL DISC. TOTAL VENDOR ..... 6/26/2017 DONNA VENDOR NAME Xanr SHERRY PAUL B JR FOIS KAYTLYN .00 . 00 .00 .00 .00 .00 .00 .00 . 8 00 .00 06262017 CHECK TOTAL 06262017 CHECK TOTAL 06262017 CHECK TOTAL 05262017 CHECK TOTAL 06262017 06262017 06262017. 06262017 06262017. 06262017 06262017 INVOICE 06262017 06262017 06262017 06262017 06262017 06262017 06262017 06262017 06262017 06262017 06262017 NO-6/26/2017 6/26/2017 6/26/2017 288.52 ACH 6/26/2017 6/26/2017 217.66 ACH 6/26/2017 242.80 ACI 6/26/2017 165.00 ACI 6/26/2017 165.00 AC 6/26/2017 175.00 AC 175.00 165.00 282.10 212,84 305.64 A/P CHECK REGISTER

6/26/2017 175.00 ACF 6/26/2017 232.10 AC 6/26/2017 50.00 AC 6/26/2017 6/26/2017 6/26/2017 6/26/2017 6/26/2017 6/26/2017 6/26/2017 INVOICE DATE 6/26/2017 6/26/2017 6/26/2017 6/26/2017 6/26/2017 ----ACH ACE PMT TOTAL ACH PMT TOTAL ACH PMT TOTAL ACH PMI TOIAL ACH PMT TOTAL ACH PMT TOTAL ACH PMT TOTAL ACH PMT TOTAL 017 4100-013010-3002-ACH PMT TOTAL .00 CPA ACH PMT TOTAL ACH PMT TOTAL ACH PMT TOTAL ACH PMT TOTAL PMT A/P ACCRL TOTAL 4100-013010-3002-71. .00 4100-013010-5501-AL ,00 4100-013010-3002-AL .00 CEA PMT TOTAL 4100-013010-3002-AL .00 4100-013010-5501-4100-013010-3002-4100-013010-5501-4100-013010-3002-4100-013010-3002-4100-013010-3002-4100-013010-3002-4100-013010-5501-4100-013010-3002-100 CPA 4100-013010-5501-4100-013010-3002-4100-013010-3002-4100-013010-3002-4100-013010-5501-4100-013010-5501-4100~013010-3002-4100-013010-3002-4100-013010-3002-4100-013010-3002------ACCOUNT NO. . 00 .00 .00 CPA .00 CEA PMT TOTAL .00 CPA . 00 .00 CPA PMT TOTAL 8 CPA Q92 CPA PMT TOTAL CPA QP. CFA PMT TOTAL Q₽,≯ PMT TOTAL PMT TOTAL PMT TOTAL PMT TOTAL PMT TOTAL PMT TOTAL INT TOTAL PMT TOTAL PMT TOTAL 200.00 32.10 .00 200.00 32.10 50.00 200.00 42.80 165.00 .00 200.00 38.52 50.00 165.00 .00 175.00 .00 175.00 .00 163.00 .00 200,00 12.84 .00 200.00 55.54 50.00 200.00 17.66 .00 AMOUNT 175.00 20,02 ----NET .00 . 00 . 00 ,00 574562 574562 574561 574561 574560 574558 574557 574570 574569 574568 574567 574566 574566 574565 574565 574564 574564 574563 574562 57456I 574559 574557 574568 574566 CHECK ----TOTAL TOTAL ACH ACH PMT PMT G/L ACCOUNT DESC. TOTAL ļ ł Professional Services 175.00 Professional Services 175.00 165.00 282.10 165.00 305.64 175.00 165.00

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PMT	6/26/20	06262017	086 THOMAS, FREDA
	5.00	Total	TOTAL
PMT TOTAL	6/26/2017	06262017	00000 004216 SULLIVAN, RUSSELL
	6/26/2017	06262017	00000 004216
	221.40 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTA	6/26/2017	D6262017	00000 003997 STINSON, JANET
	165.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTA	6/26/2017	06262017	00000 002764 STILINER NELSON
	50.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	06262017	00000 003630 SNIPES SASHEEN
	175.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PME TOTAL	6/26/2017	06262017	00000 001104 SIZEMORE SHARON
	6/26/2017	06262017	00000 001104
	6/26/2017	06262017.	00000 001104
	273.54 ACH	CHECK TOTAL	DISC. TOTAL .00
EMT TOTAL	6/26/2017	06262017	00000 004122 SIMMONS CHERILYN
	165.00 ACH	CHECK TOTAL	DISC, TOTAL .00
NULL LING	6/26/2017	06262017	00000 002908 SIMERLY WANDA
	175.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	06262017	00000 001171 SETTLE CLYDE
	50.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	06262017	00000 004097 RICH, MARGARET
	50.00 ACH	CHECK TOTAL	DISC. TOTAL _00
PMT TOTAL	6/26/2017	06262017	00000 004213 POWERS, TONY
	165.00 ACH	CHECK TOTAL	DISC. TOTAL .00
4	6/26/2017	D6262017	00000 002917 PATRICK KENNISTH
PMT TOTAL	574.00 ACH	CHRCK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	06262017	00000 004226 OWENS, AARON
	175-00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	D6262017	00000 004094 OSBORNE, CAROLYN
	425.00 ACH	CHECK TOTAL	DISC. TOTAL .00
PMT TOTAL	6/26/2017	06262017	00000 003652 MOYER VIRGINIA
	6/26/2017	06262017	00000 003652
	221.40 ACH	CHECK TOTAL	DISC. TOTAL .00
4	6/26/2017	06262017	00000 003993 MOORE, PAM
PMT TOTAL	165.00 ACH	CHECK TOTAL	DISC. TOTAL .00
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ACCRL	DATE		NO. NO. VENDOR NAME
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26/2017 410 26/2017 410 ACH PMT TOTAL 16/2017 410 16/2017 410 26/2017 410 26/2017 410 U LE 5/2017 5/2017 5/2017 4100-013010-3002-ACH PMT TOTAL .00 CPA PMT TOTAL 3/2017 4100-013010-3002-אכוו שאיד דסוואב .00 כשא שאיד דסואב 5/2017 4100-013016-3002-ACH MMT TOTAL .00 CEA EMT TOTAL 5/2017 4100-013010-3002-ACH PMT TOTAL .00 CPA PMT TOTAL /2017 4100-013010-3002-/2017 4100-013010-5501-.00 CEA EMT TOTAL .00 CEA EMT TOTAL /2017 /2017 4100-013010-3002-ACH PMT TOTAL .00 CPA PMT TOTAL 1/2017 4100-013010-3002-ACH EMT TOTAL .00 CEA EMT TOTAL /2017 4100-013010-3002-ACH EWT TOTAL .00 CEA EWT TOTAL /2017 4100-013010-3002-ACH EMT TOTAL ,00 CEA EMT TOTAL /2017 4100-013010-3002-ACH EMT TOTAL .00 CEA EMT TOTAL /2017 4100-013010-3002-ACH PMT TOTAL .00 CPA PMT TOTAL ł 1017 4100-013010-3002-ACH EMT TOTAL .00 CEA EMT TOTAL ACH PMT TOTAL .00 CPA PMT TOTAL 017 4100-013010-3002-ACH PMT TOTAL .00 CPA PMT TOTAL A/P ACCRL 4100-013010-3002-4100-013010-5501-4100-013010-3002-4100-013010-3002-4100-013010-5501-7AL .00 CPA PMT TOTAL ACCOUNT NO. .00 CPA PMT TOTAL 191 165 574 175 425 200 173 200 165 175 ហុសុខ 175 ц 165 AM წ ហ

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		00000 003796 DOTSON TONY DISC. TOTAL	00000 003060 WISE RATIE DISC. TOTAL	00000 001093 WISE JAMES : 00000 001093 DISC, TOTAL	00000 002520 WATSON LINCOLN 00000 002520 00000 002520 DISC. TOTAL	00000 004210 TRENT, TINA DISC. TOTAL	00000 003071 TILLER LINDA DISC. TOTAL	P.O. VENDOR NO. NO. VENDOR NAME	AP100 6/26/2017
. 00	.00	,00	- 00	JR . 00	. 00	.00	.00	NAME	
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ACH PMT TOTAL	ACH PMT TOTAL	H PMT TOTZ	e par tory	e PMT TOTA	S PMT TOTA	I PMT TOTA	e PMT TOTA	A/P ACCRL	A/P CHECK REGISTER
.00 CPA PMT TOTAL	.00 CPA PMT TOTAL	4100-013010-3002- 11 ,00 CPA EMT TOTAL	4100-013010-3002- .00 CPA PMT TOTAL	4100-013010-3002- 4100-013010-5501- .00 CFA PMT TOTAL	4100-013010-3002- 4100-013010-5501 - 4100-013010-3002 - ,00 CEA EMT TOTAL	4100-013010-3002- .00 CPA PMT TOTAL	4100-013010-3002- L .00 CPA PMT TOTAL	ACCOUNT NO.	TTME-13:16:55 ActPd - 2017/06
, 00	• 00	50,00 .00	175.00 .00	200.00 17.12 .00	200.00 36.38 50.00	165.00 .00	165.00 .00	NET AMOUNT	06 PAGE
TOTAL	TOTAL	574592 TOTAL	574591 Total	574590 574590 TOTAL	574589 574589 574589 574589 TOTAL	574588 TOTAL	574587 TOTAL	CHECK ACH ACH NO. EMIT EMI	đ
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		03959	03959	03959 63959	03959 03959 03959	03959	03959	BATCH INV.DESCRIPTION	

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I HEREBY APEROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED. THE TOTAL 21,996.47- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

COUNTY ADMINISTRATOR

DATE

00000 002207 G & K SERVICES 00000 002207 00000 002207 00000 002207 DISC. TOTAL	00000 000239 FOOD CITY 00000 000239 00000 000239 00000 000239 DISC. TOTAL	00000 000193 DISCOUNT TIRE COMPANY DISC. TOTAL .00 C	00000 003898 CARD SERVIC 00000 003898 00000 003898 00000 003898 00000 003898 00000 003898 00000 003898 DJISC. TOTAL	00000 004331 AUSTIN, TOMMY DISC. TOTAL .00 00000 003973 EROTHER'S MOBILE DISC. TOTAL .00	00000 000026 APPALACHIAN POWER CO 00000 000026 00000 000026 00000 000026 DISC. TOTAL .00	00000 000732 APPALACHIAN NATURAL GAS 00000 000732 00000 000732 00000 000732 00000 000732 00000 000732 DISC. TOTAL00 CHE	00000 003754 AMAZON 00000 003754 00000 003754 00000 003754 00000 003754 00000 003754 00000 003754 00000 003754 DISC. TOTAL	P.O. VENDOR NO. VENDOR NO. VENDOR NAME
CES	- 00	RE COMPA	SERVICES CENTER	TOMMY -00 C	POWER C	NATURAL	0	NAME
1262143280 6262160113 6262162921 6262165713 CHECK TOTAL	06212017 06212017 06212017 06212017 CHECK TOTAL	NY 1899 Check Total	554225049511R 55432864A0007 5543286420007 5543286420007 5543286420007 555432864200392 555432864200392 55543264421D4A CHECK TOTAL	REIMB. AEF HECK TOTAL 06182017 HECK TOTAL	06142017 06142017 06142017 06142017 CHECK TOTAL	06212017 06212017 06212017 06212017 06212017 06212017 CK TOTAL	016735298389 039079518963 081024297043 087161501512 095288574469 160065304631 279693537778 CHECX TOTAL	INVOICE NO.
4/20/2017 6/01/2017 6/08/2017 6/15/2017 39.36 ACH P	6/21/2017 6/21/2017 6/21/2017 6/21/2017 6/21/2017 160.72 ACH P	6/02/2017 50.95 ACH P	5/17/2017 5/17/2017 5/29/2017 6/08/2017 6/08/2017 6/08/2017 6/04/2017 6/07/2017 062.76 ACH	5/21/2017 36.50 ACH P 6/18/2017 7,700.00 ACH P	5/14/2017 5/14/2017 6/14/2017 5/14/2017 5/14/2017 18,929.27 ACH P	6/21/2017 6/21/2017 6/21/2017 6/21/2017 6/21/2017 181.78 ACH P	5/19/2017 6/01/2017 5/26/2017 6/06/2017 5/09/2017 5/19/2017 5/19/2017 6/07/2017 875.06 ACH P	A/P CASCA REGISTER INVOICE A/P DATE ACCRL
17 4100-043020-3008- 17 4100-043020-3008- 17 4100-043020-3008- 17 4100-043020-3008- 17 4100-043020-3008- ,00 CPA EMT TOTAL	4100-011010-5413- 4100-035050-5401- 4100-011010-5413- 4100-011010-5413- 200 CPA PMT TOTAL 200 CPA PMT TOTAL	117 4100-043020-5407- ACH PMT TOTAL .00 CPA PMT TOTAL	4100-094010-7056- 4100-011010-5504- 4100-012300-7002- 4100-012300-7002- 4100-012300-7002- 4100-012300-7002- 4100-012300-7002- 4100-072010-5407- MT TOTAL .00 CEA EMT TOTAL	17 4100-099000-5000- ACH PMT TOTAL ,00 CPA PMT TOTAL 17 4100-094010-8027- ACH PMT TOTAL ,00 CPA PMT TOTAL	4100-031020-5101- 4100-071040-5101- 4100-043020-5101- 4839-083990-5101- 200 CPA PMT TOTAL .00 CPA PMT TOTAL	4100-043020-5102- 4100-043020-5102- 4100-043020-5102- 4100-043020-5102- 4100-043020-5102- 4100-043020-5102- 200 CPA PMT TOTAL	117 4100-012300-7002- 117 4100-012300-7002- 117 4100-012300-5000- 117 4100-01200-5401- 117 4100-012010-5401- 117 4100-012010-5401- 117 4100-012000-5000- 117 4100-0199000-5000- 117 4100-0199000-5000-	ACCRL NO.
9.84 574471 9.84 574471 9.84 574471 9.84 574471 9.84 574471 .00 TOTAL	87.98 574470 25.49 574470 73.63 574470 26.38- 574470 200 TOTAL	50.95 574469 .00 TOTAL	183.49 574468 417.40 574468 5,633.26 574468 349.99 574468 349.99 574468 49.99 574468 49.99 574468 78.64 574468 78.64 574468	36.50 574466 .00 TOTAL 7,700.00 574467 .00 TOTAL	1,649.10 574465 1,523.67 574465 15,742.77 574465 13.73 574465 .00 TOTAL	29.89 574464 32.75 574464 28.00 574464 62.19 574464 28.95 574464 28.95 574464 20.00 TOTAL	99.34 574463 419.97 574463 114.99 574463 31.96 574463 22.80 574463 177.02 574463 1.77.02 574463 8.98 574463 .00 TOTAL	NET CHECK AMOUNT NO.
Laundry / Aratex Rental Laundry / Aratex Rental Laundry / Aratex Rental Laundry / Aratex Rental 39.36	Other Projects Office Supplies Other Projects Other Projects 160.72	Repair Main Supplies 50.95	Waintenance Building     03958       Travel (Conferences & Educati03958       Equipment Replacements     03958       Repair and Maintenance     03958	Expenditure Refunds 36.50 Other Captial Projects 7,700.00	Electrical Services Utilities Electrical Services Electricity 18,929.27	Heating Heating Heating Heating Heating Heating 181.78	Equipment Replacements Equipment Replacements Equipment Replacements Coffice Supplies Office Supplies Expenditure Refunds Expenditure Refunds 875.06	ACH ACH PMT PMT G/L ACCOUNT DESC.
03958 03958 03958 03958	03958 03958 03958	03958 8	Catio3958 03958 03958 03958 03958 03958 03958 03958	03958 03958	03958 03958 03958 8	03958 03958 03958 958	03958 03958 03958 03958 03958 03958 03958	BATCH INV.DESCRIPTION

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00000 002812 RICCH AMERICAS CORP 00000 002812 00000 002812	00000 000507 POSTIVASTER 00000 000507 00000 000507 00000 000507 00000 000507 00000 000507 00000 000507 00000 000507 00000 000507 00000 000557 00000 000557 00000 000557 00000 000557 00000 000557 00000 000456 PRISTINE SPRINGS WATER CO 00000 000456 PRISTINE SPRINGS WATER CO 00000 000456 00000 000456 LTSTINE SPRINGS WATER CO 00000 000456 LTSTINE SPRINGS WATER CO	00000 000904 CLD DOWINION POWER 00000 000904 00000 000994 00000 000994 00000 000994 DISC. TOTAL .00 00000 000494 PITNEY BOWES 00000 000494 .00	00000 000315 HHS-IT .00 DISC. TOTAL .00 DISC. TOTAL .00 00000 003123 O'REILLY AUTO PARTS DISC. TOTAL .00	AP100 6/21/2017 P.O. VENDOR NO. NO. VENDOR NAME
23014911 5048737827 504873782 5048730734 5048632121 5048632121 5048647314 5048647315 5048847315 504884735 504884735 99828738 CHECK TOTAL	YEARLY BOX RE YEARLY BOX RE	06132017 06132017 06132017 06132017 06132017 06132017 CHRCK TOTAL 3303682964 3303682964	114282 CHECK TOTAL MEAL REIMB. CHECK TOTAL CHECK TOTAL	INVOICE NO.
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4100-031020-3005- 4100-012200-3005- 4100-012200-3005- 4100-012130-3005- 4100-012130-3005- 4100-032050-3005- 4100-034010-5401- 4100-032020-3005- 4100-032020-3005- 4100-032010-5401- 4100-032010-5401- 4100-032010-5401-	4100-021050-5413- 4100-021020-5401- 4100-021060-5201- 4100-012010-5201- 4100-012210-5201- 4100-012230-5201- 4100-012210-5201- 4100-013010-5201- 4100-013010-5201- 4100-013010-5201- 4100-021010-5401- 4100-021020-5401- 4100-021020-5401- 4100-021020-5401- 4100-021010-5401- 4100-021010-5401- 4100-021010-5401- 4100-021010-5401-	4100-071040-5101- 4100-071040-5101- 4100-071040-5101- 4100-071040-5103- 4839-083990-5101- 4839-083990-5101- 4100-021060-5201- 4100-031020-5201- .00 CPA PMT TOTAL	4100-021010-3005- LL .00 CPA PMT TOTAL 4100-011010-5504- L .00 CPA PMT TOTAL 4100-043020-5407- L .00 CPA PMT TOTAL	TIME-13:33:00 אכבףל - 2017/06 אככסטאד ווס.
377.68 574479 13.85 574479 23.39 574479 18.38 574479 13.05 574479 94.78 574479 23.17 574479 36.07 574479 36.07 574479 158.58 574479 158.58 574479 158.58 574479	184.00 574477 124.00 574477 184.00 574477 1251.00 574477 1265.00 574477 1266.00 574477 1366.00 574477 1366.00 574477 1366.00 574477 230.00 574477 266.00 574477 266.00 574478 26.05 574478 12.25 574478 10.25 574478 10.25 574478	276.02 574475 125.61 574475 229.46 574475 63.49 574475 46.72 574475 70TAL 196.50 574476 196.50 574476 196.50 574476 70TAL	139.14 574472 .00 TOTAL 179.82 574473 .00 TOTAL 19.99 574474 .00 TOTAL	PAGE 2 NET CHECK ACH ACH AMOUNT NO. EMT EMT
Waintenance & Service Contrac03958 Maintenance & Service Contrac03958 Maintenance & Service Contrac03958 Maintenance & Service Contrac03958 Maintenance & Service Contrac03958 Office Supplies Office Supplies Maintenance & Service Contrac03958 Maintenance & Service Contrac03958 Maintenance & Service Contrac03958 Maintenance & Service Contrac03958	Postage Office Supplies Postal Services Postal Services Postal Services Postal Services Postal Services Postal Services Postal Services Postal Services Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies	Utilities Utilities Water & Sever Electricity 741.30 Postal Services Postal Services 393.00	Maintenance & Service Contrac03958 139.14 Travel (Conferences & Educati03958 179.82 Repair Main Supplies 03958 19.99	ACH ACH EMT EMT G/L ACCOUNT DESC.
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zv1ce03957	Professional/Contract Service03957	.38 574490	486.	4960-097600-3002-	6/01/2017	RE 46150	00000 004325 ADAM'S FRIENDLY TIRE
03958 COMM, WORK PROGRAM	Community Work Program 509-25	- 25 574489 - 00 TOTAL	509.	4100-022010-5415- 11 .00 C2A PMT TOTAL	6/21/2017 4: 509.25 ACH PMT TOTAL	ER 06212017 CHECK TOTAL	00000 003898 CARD SERVICES CENTER DISC. TOTAL _00
ucati03958	Travel (Conferences & Educati03958 225.00	.00 574488 .00 TOTAL	225.	4100-011010-5504- 11 .00 CPA PMT TOTAL	6/21/2017 4: 225.00 ACH PMT TOTAL	AFION TRAINING CHECK TOTAL	00000 004332 VIRGINIA CODE EDUCATION DISC. TOTAL .00 CHE
	3,699.48			LU .00 CPA EMT TOTAL	3,699.48 ACH PMT TOTAL	CHECK TOTAL	DISC. TOTAL .00
01010	Telecommunications		73.95	4839-083990-5203-	6/14/2017	06142017	
029200	Telecommunications		87.13	4100-042400-5203-	6/14/2017	06142017	
03958	Telecommunications	TO 574487	1,494.10 67 TO	4100-03203-5203- 4100-032030-5203-	G/14/2017	06142037	00000 002029
03958	Telecommunications		187.83	4100-021050-5203-	6/14/2017	06142017	
03958	Telecommunications		221.07	4100~021030~5203-	6/14/2017	06142017	
03958	Telecommunications		146.01	4100-031020-5203-	6/14/2017	06142017	
85650	Telecommunications		35.81	4839-083990-5203-	6/13/2017	06132017	00000 002029
33650	Expenditure Refunds		62.40	4100~099000-5000-	6/13/2017	06132017	00000 002029
85650	Telecommunications		62.40	4100-021030-5203-	6/13/2017	06132017	00000 002029
03958	Telecommunications		. 62.40	4100-0730L0-5203-	6/13/2017	06132017	002029
85650	Telecommunications	.28 574487	.661'1	4100-031020-5203-	6/13/2017	06132017	00000 002029 VERIZON
	213.00	-00 TOTAL		L .00 CEA EWT TOTAL	213.00 ACH PMT TOTAL	CHECK TOTAL	DISC. TOTAL .00
85650	Courthouse Restoration	-00 574486	213.	4100-094010-8029-	5/31/2017	NIA SB006670	00000 000695 TREASURER OF VIRGINIA
	1,768.52			L .00 CPA PMT TOTAL	1,768.52 ACH PMT TOTAL	CHECK TOTAL	DISC. TOTAL .00
85660	Water & Sewer		27.60	4100-071040-5103-	6/21/2017	06212017	00000 000376
85650	Water & Sewer Water/Sewer Services	.16 574485	1,409.76	4100-043020-5103-	6/21/2017	06212017	00000 000376
			5		4 FOC/ FC/ 3	7 100 1030	NON LEVEL TO NOOT AFEADA ADAAAA
85620	Water/Sewer Services 72.62	.62 574484 .00 TOTAL	72.	4100-043020-5103- L ,00 CPA PWT TOTAL	5/31/2017 4 72.62 ACH PMT TOTAL	05312017 CHECK TOTAL	00000 000680 TOWN OF HONAKER DISC. TOTAL .00
0.3958	Advertising 112,20	20 574483 .00 TOTAL	112.	4100-013010-3007- 	5/31/2017 4 112,20 ACH PMT TOTAL	05312017 CHECK TOTAL	DDDCO 000366 THE LEBANCN NEWS DISC. TOTAL .00
Ext.03958	Contribution Forest Fire Ext.03958 11,803.86	86 574482 .00 TOTAL	11,803.	4100-032040-5605- .00 CPA PMT TOTAL	9/14/2016 4 11,803.86 ACH PMT TOTAL	VA 20170290 CHECK TOTAL	00000 000644 STATE FORESTER OF DISC. TOTAL .00
	112.85			L .00 CFA PMT TOTAL	112.85 ACH PMT TOTAL	CHECK TOTAL	DISC. TOTAL .00
013958 013958	Office Supplies	.133 574481	58.	4100-021060-5401-	6/15/2017	8122542624	
03958	Office Supplies		10.	4100-012130-5401-	6100/31/3 /17/2/01/0	57074C77T0	
03958	Office Supplies		18.	4100-012010-3401+	6/15/2017	81,2254,2624	00000 002562 SHRED-IT USA
	414.50	-00 TOTAL		L .00 CPA PMT TOTAL	414.50 ACH PMT TOTAL	CHECK TOTAL	DISC. TOTAL .00
03958	Other Utilities		82.	4100-013020-5413-	6/07/2017		
82650	Telecommunications		82.30	4100+031020-5203-	6/07/2017	06072017	00000 003380
03958 lies 03958	other Utilities and Supplies		82.30	4100-012010-5413-	6/07/2017	06072017	
	Other Expenses	·30 574480	85.	4100+035050-5413- 4100+035050-5413-	5/22/2017	05222017	00000 003380 SHENTEL 00000 003380
BATCH INV.DESCRIPTION	PMT PMT G/L ACCOUNT DESC.	NO.	AMOUNT	NO.	DATE ACCRL	NO.	NO. NO. VENDOR NAME
	<b>A</b>	CHECK ACH ACH	NET	ACCOUNT	INVOICE A/P	INVOICE	P.O. VENDOR
		раст 3		TIME-13:33:00 Actpd - 2017/06	A/P CHECK REGISTER		AF100 6/21/2017

00000 000440 MURPHY ANNA MAE DISC. TOTAL .00	00000 004158 MULLINS, STE 00000 004158 DISC. TOTAL	00000 003462 MOUNTAIN EMPIRE BUILDERS DISC. TOTAL .00 CHECT	00000 004201 MEADE, GARY DOUGLAS DISC. TOTAL .00	00000 004326 MEADE, BRANDON DISC, TOTAL	00000 004207 MANUFACTURING TECH DISC. TOTAL .00	00000 004253 BQUIFAX DISC, TOTAL	DISC. TOTAL	00000 002488			00000 002488				00000 002488 CPC/BVU OPINET 00000 002488		DISC. TOTAL	00000 004310 CHILDERS, NICK 00000 004310		DISC POPAL	00000 000111	00000 000111	00000 000111 BUDGET OFFICE FURNITURE	00000 003323 AIRGAS USA, DISC. TOTAL	00000 004325 DISC. TOTAL		P.O. VENDOR NO. NO. VENDOR NAME	AP100 6/21/2017
.00	STEPHEN - 00	IRE BUII .00	DOUGIAS	,00		.00	, 00								ET.		.00	Ŗ	. 00	2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	E FURNIT	,00	- 00		NAME	
10017 CHECK TOTAL	JUNE 2017 MAY-17 CHECK TOTAL	13 K TOTAL	JUNE 2017 CHECK TOTAL	MAY 2017 CHECK TOTAL	CENTER MTC-2017-041 CHECK TOTAL 1	BI-475994 CHECK TOTAL	CHECK TOTAL	2319779	2319779	2319779	2319779	2319779	2319779	2319779	2319779 2319779		CHECK TOTAL	0602017	CHRCN ICINE	85625.1	85625-1		URE 85625.1	9064300351 CHECK TOTAL	9829 CHECK TOTAL	* * * *	INVOICE NO.	
6/06/2017 4 66.60 ACE PMT TOTAL	6/13/2017 6/14/2017 188.43 ACE PMT '	6/09/2017 4 5,611.22 ACH PMT TOTAL	6/14/2017 74.04 ACH PMT 1	5/29/2017 4: 37.40 ACH PMT TOTAL	6/01/2017 <del>4</del> 10,000.00 ACH PMT TOTAL	6/08/2017 4: 14.95 ACH PMT TOTAL	1,732.66 ACH PMT TOTAL	6/15/2017	6/15/2017	6/15/2017	6/15/2017	6/15/2017	6/15/2017	6/15/2017	6/15/2017 6/15/2017		36.25 ACH PMT TOTAL	6/13/2017 5/05/2017	TT3-20 ACT MAT LOIAL	19/20	6/19/2017	6/19/2017	C102/61/3	6/07/2017 4 324.15 ACH PMT TOTAL	6/08/2017 4 846.40 ACH EMT TOTAL	8 8 8 7 7 1 1	INVOICE A/P DATE ACCRL	A/P CHECK REGISTER
4960-097220-5420- .co cpa pmt total	4960-097600-6001- 4960-097600-5501- Total .00 CPA PMT Total	4960~097600-3002- 1077AL .00 CPA PMT TOTAL	4960-097600-6001- TOTAL ,00 CFA PMT TOTAL	4960-097600-5501- .00 CPA PMT TOTAL	4960-097700-3002~ .00 CPA PMT TOTAL	4960-097225-3800- .00 CPA PMT TOTAL	COTAL .00 CRA PWT TOTAL	4960-097111-5230-	4950-097500-5203-	4960-097600-5230-	4960-097220-5230-	4960-097210-5230-	4960-097140-5230-	4960-097130-5230-	4960-097110-5230+ 4960-097120-5230-		OTAL .00 CPA PMT TOTAL	4960-096000-5501- A960-096000-5501-	.00 CPA EMT TOTAL	960-097225-6001-	4960-097220-6001-	4960-097140-6001-	4950-097720-5003*	4960-097600-3002- 10TAL .00 CFA EMT TOTAL	4960-097600-3002- .00 CPA PMT TOTAL	:	ACCOUNT NO.	TER TIME-13:33:00 ActPd - 2017/06
66.60 574501 .00 TOTAL	17.02 574500 171.41 574500 .00 TOTAL	5,611.22 574499 .00 TOTAL	74.04 574498 .00 Total	37.40 574497 .00 Total	10,000.00 574496 .00 TOTAL	14.95 574495 .00 Total	101,32 3/1131 100 TOTAL	ញ	មូ ស្រុ	33,49 374494	. 95		.24		24.85 574494 70_99 574494		.00 TOTAL		.00 TOTAL	574492	5.98 574492	47-80 574492	2	324.15 574491 .00 TOTAL	360.02 574490 .00 TOTAL		NET CHECK ACH ACH Amount NO, PMT PMT	7/06 PACE 4
Lease and Rental of Space 66.60	Office Supplies Travel (Mileage) 188.43	Professional/Contract Service03957 5,611.22	Office Supplies 74.04	Travel (Mileage) 37.40	Incumbent Worker 10,000.00	Purchase of Services 14.95	1,732.66	Telecommunications	1	UC VE TEREFI	Travel	119.50	Office Supplies	Office Supplies	office Supplies		Professional/Contract Service03957 324.15	Professional/Contract Service03957 846.40		H TIG/L ACCOUNT DESC.								
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00000 000574 RUSSELL COUNTY 00000 000574 00000 000574 00000 000574 00000 000574	00000 004328 ROGERS, SCOTTY DISC. TOTAL .00	00000 004327 RIDGEVIEW HIGH SCHOOL DISC. TOTAL .00 C	00000 002812 00000 002812 00000 002812 00000 002812 00000 002812 00000 002812 DISC. TOTAL .00		00000 002812 RICOH AMERICAS CORP 00000 002812 00000 002812 00000 002812 00000 002812 00000 002812 00000 002812	00000 003923 00000 003923 DISC. TOTAL .00 00000 000485 PEOPLE INC 00000 000485 DISC. TOTAL .00	00000 003978 OWENS CARA .00	00000 004276 ONE-STOP OPERATOR, 00000 004276 00000 004276 00000 004276 00000 004276 00000 004276 00000 004276 00000 004276 .00	AP100 6/21/2017 P.O. VENDOR NO. NO. VENDOR NAME
10017 10017 10017 10017	JUNE 2017 CHECK TOTAL	142 CHECK TOTAL	22508424 22508424 22508424 22508424 22508424 22508424 CHECK TOTAL	1070317998 22508424 22508424 22508424 22508424 22508424 22508424 22508424	LP 1070317098 10770317098 10770317098 10770317098 10770317098 10770317098	CHECK TOTAL PORMY-11 CHECK TOTAL PORMY-11 CHECK TOTAL 3	13-JUNE CHECK TOTAL	TCBOS FORM DWP 11 FORM-DWP 11 FORM-AD-11 FORM-Y-11 FORM-Y-11 CHECK TOTAL	INVOICE
6/06/2017 6/06/2017 6/06/2017 6/06/2017	6/02/2017 4 85.00 ACH PMT TOTAL	6/05/2017 4,800.00 ACH PMT	2/10/2017 4 2/10/2017 4 2/10/2017 4 2/10/2017 4 2/10/2017 4 331.30 ACH PMT TOTAL	6/02/2017 2/10/2017 2/10/2017 2/10/2017 2/10/2017 2/10/2017 2/10/2017	6/02/2017 6/02/2017 6/02/2017 6/02/2017 6/02/2017 6/02/2017	6/15/2017 6/13/2017 125.42 ACH PMT 6/09/2017 6/09/2017 36,548.33 ACH PMT	Ħ	6/10/2017 6/10/2017 6/10/2017 6/10/2017 6/10/2017 71,363.09 ACH PMT	A/P CHECK REGISTER INVOICE A/P DATE ACCRL
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COUNTY ADMINISTRATOR

DATE



**Board of Supervisors** 

137 Highland Drive Lebanon, VA 24266 Action Item D-1 Presenter: Attorney

Meeting: 7/10/17 3:00 PM

# **Attorney Reports & Requests**

The County Attorney Reports & Request for July 2017:

# **REPORTS**

1. Authorization of Resolution to the Issuance of Water Revenue Bonds by RC PSA and Authorizing the Execution of Financing Agreements and Support Agreements providing for RC Moral Obligation to make certain Appropriations with Respect to the Bonds.....D-1

# STAFF RECOMMENDATION(s):

Board Discretion.

# SUGGESTED MOTION(s):

Board Discretion.

# ATTACHMENTS:

• Various

# Russell County Virginia "The Heart of Southwest Virginia"

Tim Lovelace District 1

Lou Ann Wallace District 2

Carl Rhea District 3 Steve Breeding, Chairman District 5

David Eaton, Vice-Chairman District 4 Rebecca Dye District 6

Mark Mitchell At-Large

Lonzo Lester County Administrator

RESOLUTION OF THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA CONSENTING TO THE ISSUANCE OF WATER REVENUE BONDS BY THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY AND AUTHORIZING THE EXECUTION OF FINANCING AGREEMENTS AND SUPPORT AGREEMENTS PROVIDING FOR RUSSELL COUNTY'S MORAL OBLIGATION TO MAKE CERTAIN APPROPRIATIONS WITH RESPECT TO THE BONDS

The Russell County Public Service Authority (the "Authority") proposes to issue its \$512,053 Water Revenue Bond, Series 2017 and \$197,027 Water Revenue Bond, Series 2017 (the "Bonds") to the Virginia Resource Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "VRA"), to finance waterline extensions in the Fincastle Estates, Thompson Creek, and Tunnel Road areas in Russell County (the "Projects") as improvements to the Authority's water system (the "System).

The Authority has requested the Board of Supervisors of Russell County, Virginia (the "County") to facilitate the issuance and sale of the Bonds by consenting to the issuance of the Bonds and providing for the County's pledge of certain water revenues and its moral obligation to make certain appropriations to the Authority with respect to the Bonds and the System.

As part of its plan for financing the Projects, the Authority proposes to execute the following documents, drafts of which have been presented to the Board of Supervisors at this meeting:

- a. two Financing Agreements (the "Financing Agreements") between the Authority and the VRA, and to which the Board of Supervisors of the County is asked to acknowledge, consent and agree; and
- b. two Support Agreements (the "Support Agreements"), between the Authority, the Board of Supervisors of the County, and the VRA.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA:

1. The Authority's plan of financing for the Projects, substantially on the terms set forth in the Financing Agreements and which involves the issuance of the Bonds, is approved, and the Board of Supervisors finds that the issuance of the Bonds will benefit the inhabitants of Russell County. The Board of Supervisors consents to the issuance of the Bonds.

2. The Board of Supervisors agrees, in accordance with the Support Agreement, to pay to the Authority amounts sufficient to pay the debt service under the Bonds and any other indebtedness secured by or payable from the revenues of the System, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreements, the operation and maintenance expense of the System of which the Projects are a part, and additional payments for costs and expenses related to any amendment,

Russell County Government Center 137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011 www.russellcountyva.us waiver, consent, or collection or enforcement proceedings under either Financing Agreement, subject to annual appropriation by the Board of Supervisors, all on the terms and conditions to be provided in the Support Agreements. The County's obligations to make payments to the Authority pursuant to this resolution shall be subject to and dependent upon annual appropriations being made from time to time by the Board of Supervisors for such purpose. Nothing in this resolution, the Bonds or the Support Agreements shall constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith or credit or the taxing power of the County.

3. The Board of Supervisors of the County acknowledges that (i) the obligations of the Authority to determine, and of the County to pay, the charges for the use of and for services to be furnished by the System (as defined in the Financing Agreement) are crucial to the security for the Bonds, (ii) VRA would not purchase the Bonds without the security and credit enhancement provided by the Support Agreements, (iii) VRA will be a third party beneficiary of the Support Agreement for so long as the Bonds remain outstanding, and (iv) VRA is treating each Support Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment thereunder authorizes VRA or the trustee for VRA's bonds to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. Section 62.1-216.1 of the Virginia Code provides that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

4. Any one of the Chairman or Vice-Chairman of the Board of Supervisors or the County Administrator is authorized and directed to execute and deliver the Financing Agreements and the Support Agreements. The Financing Agreements and the Support Agreements shall be in substantially the forms presented at this meeting, which are approved, with such completions, omissions, insertions and changes as may be approved by the officer executing the agreement, his execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions or changes. The County Administrator is authorized and directed to take such actions and give such notices as may be required of him under the Financing Agreements and the Support Agreements.

RGINIA

5. This resolution shall take effect immediately upon its adoption.

\* \* \*

The undersigned Clerk of the Board of Supervisors of Russell County, Virginia (the "Board of Supervisors"), certifies that the foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Board of Supervisors held on July 10, 2017. I further certify that such meeting was regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect the attendance of the members and the voting on the foregoing resolution as follows:

Members	Attendance	AVote
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178		

WITNESS MY HAND and the seal of the Board of Supervisors of Russell County, Virginia, this \_\_\_\_ day of July, 2017.

(SEAL)

Clerk of the Board of Supervisors

of Russell County, Virginia

Russell County Government Center 137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011 www.russellcountyva.us

# SUPPORT AGREEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

THIS SUPPORT AGREEMENT is made as of the first day of July, 2017, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (the "Board"), acting as the governing body of the County of Russell, Virginia (the "County"), THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY (the "Borrower"), and the VIRGINIA RESOURCES AUTHORITY (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower, and acknowledged, consented and agreed to by the County.

#### **RECITALS:**

**WHEREAS**, the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and/or and operates and leases the System in the County; and

**WHEREAS,** the Borrower has determined that it is in its best interest to issue and sell a water system revenue bond in an original aggregate principal amount not to exceed \$512,053 (the "Local Bond") to the Authority pursuant to the terms of the Financing Agreement in order to finance the Project; and

**WHEREAS,** the Board adopted on July 10, 2017 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

#### AGREEMENT

**NOW, THEREFORE,** for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than May 15 of each year, beginning May 15, 2018, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower

reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board acknowledges that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator, (ii) if to the Borrower, to P. O. Box 3219, Lebanon, VA 24266, Attention: Operations Manager, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

# BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

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

Title: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Title: \_\_\_\_\_

# VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Title:

#9709296 016049.0007 (Fincastle)

# SUPPORT AGREEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

THIS SUPPORT AGREEMENT is made as of the first day of July, 2017, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (the "Board"), acting as the governing body of the County of Russell, Virginia (the "County"), THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY (the "Borrower"), and the VIRGINIA RESOURCES AUTHORITY (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower, and acknowledged, consented and agreed to by the County.

#### **RECITALS:**

**WHEREAS**, the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and/or and operates and leases the System in the County; and

**WHEREAS,** the Borrower has determined that it is in its best interest to issue and sell a water system revenue bond in an original aggregate principal amount not to exceed \$197,027 (the "Local Bond") to the Authority pursuant to the terms of the Financing Agreement in order to finance the Project; and

**WHEREAS,** the Board adopted on July 10, 2017 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

#### AGREEMENT

**NOW, THEREFORE,** for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than May 15 of each year, beginning May 15, 2018, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower

reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board acknowledges that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator, (ii) if to the Borrower, to P. O. Box 3219, Lebanon, VA 24266, Attention: Operations Manager, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

# BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA

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

Title: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Title: \_\_\_\_\_

# VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Title:

#9709302 016049.0008 (Thompson)

CB Draft: 6/19/17

# FINANCING AGREEMENT

dated as of \_\_\_\_\_ 1, 2017

# BETWEEN

#### VIRGINIA RESOURCES AUTHORITY,

as Administrator of the Virginia Water Supply Revolving Fund

#### AND

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Virginia Resources Authority Virginia Water Supply Revolving Fund

CFDA No. 66.468 – Capitalization Grants for Drinking Water State Revolving Funds U.S. Environmental Protection Agency

> Loan No. WSL-022-15E Fincastle Estates Waterline Extension Project

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- Exhibit A Form of Local Bond
- Exhibit B Project Description
- Exhibit C Project Budget
- Exhibit D Opinion of Borrower's Bond Counsel
- Exhibit E Requisition for Disbursement
- Exhibit F Prior Bonds, Existing Parity Bonds and Springing Parity Bonds
- Exhibit G Support Agreement
- Exhibit H Form of Budget

### FINANCING AGREEMENT

THIS FINANCING AGREEMENT is made as of this first day of \_\_\_\_\_, 2017, between the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND, and THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY, a public body politic and corporate of the Commonwealth of Virginia (the "Borrower"), and acknowledged, consented and agreed to by the COUNTY OF RUSSELL, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County").

Pursuant to Chapter 23, Title 62.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created a permanent and perpetual fund known as the "Virginia Water Supply Revolving Fund" (the "Fund"). In conjunction with the Board of Health, the Authority administers and manages the Fund. From the Fund, the Authority from time to time makes loans to and acquires obligations of local governments in Virginia to finance or refinance the costs of water supply facilities within the meaning of Section 62.1-233 of the Act.

The Borrower has requested a loan from the Fund and will evidence its obligation to repay such loan by the Local Bond the Borrower will issue and sell to the Authority, as Administrator of the Fund. The Borrower will use the proceeds of the sale of the Local Bond to the Authority to finance that portion of the Project Costs not being paid from other sources, all as further set forth in the Project Budget.

### ARTICLE I DEFINITIONS

**Section 1.1.** <u>Definitions</u>. The capitalized terms contained in this Agreement and not defined above shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

"Additional Payments" means the payments required by Section 6.2.

"Agreement" means this Financing Agreement between the Authority and the Borrower, together with any amendments or supplements hereto.

**"Annual Administrative Fee"** means the portion of the Cost of Funds specified in Section 6.1(a)(ii) payable as an annual fee for administrative and management services attributable to the Local Bond.

"Authorized Representative" means any member, official or employee of the Borrower authorized by resolution, ordinance or other official act of the governing body of the Borrower to perform the act or sign the document in question.

"Board" means the Virginia Board of Health.

"Closing Date" means the date of the delivery of the Local Bond to the Authority.

"Commitment Letter" means the commitment letter from the Authority to the Borrower, dated \_\_\_\_\_\_, 2017, and all extensions and amendments thereto.

"Consulting Engineer" means the engineer or the firm of independent consulting engineers of recognized standing and experienced in the field of water system and sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as Borrower's consulting engineer in accordance with Section 4.5 in a written notice to the Authority. Such individual or firm shall be subject to the reasonable approval of the Authority. Unless and until the Authority notifies the Borrower otherwise, any of the Borrower's employees that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

"**Cost of Funds**" means interest, including the part thereof allocable to the Annual Administrative Fee, payable as set forth in Section 6.1.

"County" means the County of Russell, Virginia.

**"Default"** means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Department" means the Virginia Department of Health.

"Event of Default" shall have the meaning set forth in Section 11.1.

**"Existing Parity Bonds"** means any of the bonds, notes or other evidences of indebtedness, as further described on <u>Exhibit F</u>, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues on a parity with the pledge of Revenues securing the Local Bond.

**"Fiscal Year"** means the period of twelve months established by the Borrower as its annual accounting period.

**"Funding Agreement"** means the Funding Agreement, dated as of the date hereof, between the Authority and the Borrower, relating to a principal forgiveness loan from the Fund to the Borrower.

**"Local Bond"** means the bond in substantially the form attached to this Financing Agreement as <u>Exhibit A</u> issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement.

**"Local Bond Proceeds"** means the proceeds of the sale of the Local Bond to the Authority pursuant to this Agreement.

**"Local Resolution"** means all resolutions or ordinances adopted by the governing body of the Borrower approving the transactions contemplated by and authorizing the execution and delivery of this Agreement and the execution, issuance and delivery of the Local Bond.

"Net Proceeds" means the gross proceeds from any insurance recovery or condemnation award remaining after payment of attorneys' fees and expenses of the Authority and all other expenses incurred in the collection of such gross proceeds.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expense.

**"Operating Agreement"** means, collectively, any and all lease, operating or similar agreements by and between the Borrower and the County, as the same may be amended from time to time with the written consent of the Authority.

**"Operation and Maintenance Expense"** means the costs of operating and maintaining the System determined under generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring annually or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

**"Opinion of Counsel"** means a written opinion of recognized bond counsel, acceptable to the Authority.

"Parity Bonds" means bonds, notes or other evidences of indebtedness of the Borrower issued under Section 10.5.

**"Prior Bonds"** means any of the bonds, notes or other evidences of indebtedness, as further described in Exhibit F, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues all or any portion of which was superior to the pledge of Revenues securing the Local Bond.

**"Project"** means the particular project described in <u>Exhibit B</u>, the costs of the construction, acquisition or equipping of which are to be financed or refinanced in whole or in part with the Local Bond Proceeds.

**"Project Budget"** means the budget for the financing of the Project, a copy of which is attached to this Agreement as <u>Exhibit C</u>, with such changes therein as may be approved in writing by the Authority.

**"Project Costs"** means the costs of the construction, acquisition or equipping of the Project, as further described in the Project Budget, and such other costs as may be approved in writing by the Authority, provided such costs are permitted by the Act.

"Qualified Independent Consultant" shall mean an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including without limitation a Consulting Engineer, so long as such individual is not an employee of the Borrower, and an independent certified public accountant or firm of independent certified public accountants. Such individual or firm shall be subject to the reasonable approval of the Authority.

**"Revenues"** means (i) all rates, fees, rentals, charges and income properly allocable to the System in accordance with generally accepted accounting principles or resulting from the Borrower's ownership, leasing or operation of the System, including but not limited to any and all amounts payable to the Borrower pursuant to the terms and conditions of the Operating Agreement, but excluding customer and other deposits subject to refund until such deposits have become the Borrower's property, (ii) the proceeds of any insurance covering business interruption loss related to the System, (iii) interest on any money or securities relating to the System held by or on behalf of the Borrower, (iv) amounts that may be appropriated for and paid to the Borrower by the County under the Support Agreement or otherwise, and (v) any other income from other sources pledged by or on behalf of the Borrower to the payment of the Local Bond.

"Springing Parity Bonds" means any of the bonds, notes or other evidences of indebtedness, as further described on <u>Exhibit F</u>, payable from or secured by a pledge of Revenues that are deemed Subordinate Bonds as of the date hereof but which, upon satisfaction of the "Springing Parity Test," as defined in the respective financing agreement between the Authority and either the Borrower or the County, pursuant to which such Springing Parity Bond was issued, shall be deemed an Existing Parity Bond for all purposes hereof.

**"Subordinate Bonds"** means any of the Borrower's bonds, notes or other evidences of indebtedness, including but not limited to such existing bonds, notes or other evidences of indebtedness described on <u>Exhibit F</u>, secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues to secure the payment of the Local Bond.

**"Support Agreement"** means the Support Agreement, dated the date hereof, among the Borrower, the Authority and the County, substantially in the form of <u>Exhibit G</u> hereto.

**"System"** means all plants, systems, facilities, equipment or property, of which the Project constitutes a part, owned, operated, leased or maintained by the Borrower and used in connection with the collection, storage, supply, treatment or distribution of water and any other facilities governed by the terms and conditions of the Operating Agreement.

**Section 1.2.** <u>**Rules of Construction**</u>. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references in this Agreement to particular Sections or Exhibits are references to Sections or Exhibits of this Agreement unless otherwise indicated.

(c) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

### ARTICLE II <u>REPRESENTATIONS</u>

**Section 2.1.** <u>Representations by Borrower</u>. The Borrower makes the following representations as the basis for its undertakings under this Agreement:

(a) The Borrower is a duly created and validly existing "local government" (as defined in Section 62.1-233 of the Act) of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Borrower has full right, power and authority to (i) adopt the Local Resolution and execute and deliver this Agreement, the Support Agreement and the other documents related thereto, (ii) issue, sell and deliver the Local Bond to the Authority, as Administrator of the Fund, (iii) own and operate the System, (iv) fix, charge and collect charges for the use of and for the services furnished by the System, (v) construct, acquire or equip the Project (as described in Exhibit B) and finance the Project Costs by borrowing money for such purpose pursuant to this Agreement and the issuance of the Local Bond, (vi) pledge the Revenues of the System to the payment of the Local Bond, and (vii) carry out and consummate all of the transactions contemplated by the Local Resolution, this Agreement, the Support Agreement and the Local Bond.

(c) This Agreement, the Support Agreement and the Local Bond were duly authorized by the Local Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Local Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date of the delivery of this Agreement have been obtained for (i) the Borrower's adoption of the Local Resolution, (ii) the execution and delivery by the Borrower of this Agreement, the Support Agreement and the Local Bond, (iii) the performance and enforcement of the obligations of the Borrower thereunder, (iv) the acquisition, construction, equipping, occupation, operation and use of the Project, and (v) the operation and use of the System. The Borrower knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals not obtained as of the date hereof cannot be obtained as needed.

(e) This Agreement and the Support Agreement have been executed and delivered by duly authorized officials of the Borrower and constitute a legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of this Agreement and the Support Agreement and the performance by the Borrower of its obligations thereunder are within the powers of the Borrower and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Borrower's knowledge, any Federal, or Virginia constitutional or statutory provision, including the Borrower's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Borrower is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement and the Support Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Borrower (i) to the best of the Borrower's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond. The execution and delivery by the Borrower of this Agreement, the Support Agreement or the Local Bond and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) There are not pending nor, to the best of the Borrower's knowledge, threatened against the Borrower, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Resolution, this Agreement, the Support Agreement or the Local Bond or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Resolution, this Agreement, the Support Agreement, the Local Bond or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Borrower or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Resolution, this Agreement, the Support Agreement or the Local Bond, (v) in any way affecting or contesting the undertaking of the Project, or (vi) contesting or challenging the power of the Borrower to pledge the Revenues to the payment of the Local Bond.

(k) There have been no defaults by any contractor or subcontractor under any contract made by the Borrower in connection with the construction or equipping of the Project.

(1) No material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, applications and other information furnished to the Authority.

(m) Except as may otherwise be approved by the Authority or permitted by the terms of this Agreement, the System at all times is and will be owned by the Borrower and will not be operated or controlled by any other entity or person.

(n) There is no indebtedness of the Borrower secured by or payable from a pledge of Revenues on a parity with or prior to the lien of the pledge of Revenues securing the Local Bond except any Existing Parity Bonds, Springing Parity Bonds or Prior Bonds set forth on Exhibit F.

(o) No Event of Default or Default has occurred and is continuing.

(p) The Operating Agreement is in full force and effect; no default or event of default has occurred and is continuing under the Operating Agreement; and the Borrower is not currently aware of any fact or circumstance that would have an adverse impact on the Borrower's ability to set rates, to receive payments, or to exercise any other rights and remedies available to the Borrower, under or pursuant to the Operating Agreement.

### ARTICLE III ISSUANCE AND DELIVERY OF THE LOCAL BOND

**Section 3.1.** <u>Loan to Borrower and Purchase of the Local Bond</u>. The Borrower agrees to borrow from the Fund and the Authority agrees to lend to the Borrower, from the Fund, the principal amount equal to the sum of the principal disbursements made pursuant to Section 4.1, but not to exceed \$\_\_\_\_\_\_, for the purposes herein set forth, a portion of which may be made from federal financial assistance. The Borrower's obligation shall be evidenced by the Local Bond, which shall be in substantially the form of Exhibit A attached hereto and made a part hereof and delivered to the Authority, as Administrator of the Fund, on the Closing Date. The Local Bond shall be in the original principal amount of the loan and shall mature, bear a Cost of Funds and be payable as hereinafter provided.</u>

**Section 3.2.** <u>Conditions Precedent to Purchase of the Local Bond</u>. The Authority shall not be required to make the loan to the Borrower and purchase the Local Bond unless the Authority shall have received the following, all in form and substance satisfactory to the Authority:

(a) The Local Bond, the Funding Agreement and the Support Agreement.

(b) A certified copy of the Local Resolution.

(c) A certificate of appropriate officials of the Borrower as to the matters set forth in Section 2.1 and such other matters as the Authority may reasonably require.

(d) A closing certificate from the Department certifying that the Project is in compliance with all federal and state laws and project requirements applicable to the Fund.

(e) A certificate of the Consulting Engineer estimating the total Project Costs to be financed with the Local Bond Proceeds, which estimate is in an amount and otherwise compatible with the financing plan described in the Project Budget.

(f) A certificate of the Consulting Engineer to the effect that in the opinion of the Consulting Engineer (i) the Project will be a part of the System, and (ii) the Local Bond Proceeds and funds available from the other sources specified in the Project Budget will be sufficient to pay the estimated Project Costs.

(g) A certificate, including supporting documentation, of a Qualified Independent Consultant that in the opinion of the Qualified Independent Consultant during the first two complete Fiscal Years of the Borrower following completion of the Project, the projected Net Revenues Available for Debt Service will satisfy the rate covenant made by the Borrower in Section 5.1(a). In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person or entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues to be derived under existing contractual arrangements entered into by the Borrower and from reasonable estimates of growth in the consumer base of the Borrower.

(h) A certificate of the Consulting Engineer as to the date the Borrower is expected to complete the acquisition, construction and equipping of the Project.

(i) Evidence satisfactory to the Authority that all governmental permits, licenses, registrations, certificates, authorizations and approvals for the Project required to have been obtained as of the date of the delivery of this Agreement have been obtained and a statement of the Consulting Engineer that he or she knows of no reason why any future required governmental permits, licenses, registrations, certificates, authorizations and approvals cannot be obtained as needed.

(j) Evidence satisfactory to the Authority that the Borrower has obtained or has made arrangements satisfactory to the Authority to obtain any funds or other financing for the Project as contemplated in the Project Budget.

(k) Evidence satisfactory to the Authority that the Borrower has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date. (l) An Opinion of Counsel, substantially in the form of <u>Exhibit D</u>, addressed to the Authority.

(m) An opinion of counsel to the Borrower in form and substance reasonably satisfactory to the Authority.

(n) Evidence satisfactory to the Authority that the Borrower has complied with the insurance provisions set forth in Sections 9.1 and 9.2 hereof.

(o) Evidence that the Borrower has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing agreements for the Existing Parity Bonds.

(p) A report of the Borrower and the County as to the status of each of the Springing Parity Bonds meeting the "Springing Parity Test," as defined in the respective financing agreement between the Authority and either the Borrower or the County for each of the Springing Parity Bonds.

(q) Evidence satisfactory to the Authority that the Operating Agreement is in full force and effect and that it is a binding and enforceable agreement as to each of the Borrower and the other parties to such agreement.

(r) Such other documentation, certificates and opinions as the Authority, the Board or the Department may reasonably require, including an opinion from counsel acceptable to the Authority that the Support Agreement is valid and enforceable against the County, subject to usual and customary qualifications.

### ARTICLE IV USE OF LOCAL BOND PROCEEDS AND CONSTRUCTION OF PROJECT

### Section 4.1. <u>Application of Proceeds</u>.

(a) The Borrower agrees to apply the Local Bond Proceeds solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs and further agrees to exhibit to the Board or the Authority receipts, vouchers, statements, bills of sale or other evidence of the actual payment of such Project Costs. The Authority shall disburse money from the Fund to or for the account of the Borrower not more frequently than once each calendar month (unless otherwise agreed by the Authority and the Borrower) upon receipt by the Authority (with a copy to be furnished to the Board) of the following:

(1) A requisition (upon which the Authority, the Board and the Department shall be entitled to rely) signed by an Authorized Representative and containing all information called for by, and otherwise being in the form of, <u>Exhibit E</u> to this Agreement;

(2) If any requisition includes an item for payment for labor or to contractors, builders or materialmen,

(i) a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(ii) a certificate, signed by an Authorized Representative, stating either that such materials, supplies or equipment are not subject to any lien or security interest or that such lien or security interest will be released or discharged upon payment of the requisition.

Upon receipt of each such requisition and accompanying certificate or certificates and approval thereof by the Board, the Authority shall disburse Local Bond Proceeds hereunder to or for the account of the Borrower in accordance with such requisition in an amount and to the extent approved by the Board and shall note the date and amount of each such disbursement on a schedule of principal disbursements to be included on the Local Bond. The Authority shall have no obligation to disburse any such Local Bond Proceeds if the Borrower is in default hereunder nor shall the Board have any obligation to approve any requisition if the Borrower is not in compliance with the terms of this Agreement.

(b) The Borrower shall comply with all applicable State laws, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts. Except as may otherwise be approved by the Board, disbursements shall be held at ninety-five percent (95%) of the maximum authorized amount of the Local Bond to ensure satisfactory completion of the Project. Upon receipt from the Borrower of the certificate specified in Section 4.2 and a final requisition detailing all retainages to which the Borrower is then entitled, the Authority, to the extent approved by the Board and subject to the provisions of this Section and Section 4.2, will disburse to or for the account of the Borrower Local Bond Proceeds to the extent of such approval.

The Authority shall have no obligation to disburse Local Bond Proceeds in excess of the amount necessary to pay for approved Project Costs. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, principal installments due on the Local Bond shall be reduced in accordance with Section 6.1.

**Section 4.2.** <u>Agreement to Accomplish Project</u>. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in <u>Exhibit B</u> and in accordance with the Project Budget and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Board. The Borrower shall use its best efforts to complete the Project by the date set forth in the certificate provided to the Authority pursuant to Section 3.2(h). All plans, specifications and designs shall be approved by all applicable regulatory agencies. The Borrower agrees to maintain complete and accurate books and records of the Project Costs and permit the Authority and the Board through their duly authorized representatives to inspect such books and records at any reasonable time. The Borrower and the

Authority, with the consent of the Board, may amend the description of the Project set forth in <u>Exhibit B</u>.

When the Project has been completed, the Borrower shall promptly deliver to the Authority and the Board a certificate signed by an Authorized Representative of the Borrower and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Section, the plans and specifications as amended from time to time, as approved by the Board, and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, (iii) that all certificates of occupancy or other material permits necessary for the Project's use, occupancy and operation have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of Project Costs.

**Section 4.3.** <u>Permits</u>. The Borrower, at its sole cost and expense, shall comply with, and shall obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Project. The Borrower shall, upon request, promptly furnish to the Authority and the Board copies of all such permits, consents and approvals. The Borrower shall also comply with all lawful program or procedural guidelines or requirements duly promulgated and amended from time to time by the Board in connection with the acquisition, construction, equipping, occupation, operation or use of projects financed from the Fund under the Act. The Borrower shall also comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority, including, but not limited to, the federal "crosscutting" requirements is determined by the Authority or the Board, the issue shall be referred to the proper federal authority or agency for consultation or enforcement action.

**Section 4.4.** <u>Construction Contractors</u>. Each construction contractor employed in the accomplishment of the Project shall be required in the construction contract to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the particular contract price. Such bonds shall list the Borrower, the Fund, the Authority and the Board as beneficiaries. Each contractor shall be required to maintain during the construction period covered by the particular construction contract builder's risk insurance, workers' compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Upon request of the Authority or the Board, the Borrower shall cause each contractor to furnish evidence of such bonds and insurance to the Authority and the Board.

**Section 4.5.** <u>Engineering Services</u>. The Borrower shall retain a Consulting Engineer to provide engineering services covering the operation of the System and the supervision and inspection of the construction of the Project. The Consulting Engineer shall certify to the Fund, the Authority and the Board as to the various stages of the completion of the Project as disbursements of Local Bond Proceeds are requested and shall upon completion of the Project provide to the Fund, the Authority and the Board the Certificates required by Sections 4.1 and 4.2.

**Section 4.6.** <u>Borrower Required to Complete Project</u>. If the Local Bond Proceeds are not sufficient to pay in full the cost of the Project, the Borrower will complete the Project at its own expense and shall not be entitled to any reimbursement therefor from the Fund, the Authority or the Board or any abatement, diminution or postponement of the Borrower's payments under the Local Bond or this Agreement.

### ARTICLE V PLEDGE, REVENUES AND ANNUAL BUDGET

**Section 5.1.** <u>Pledge of Revenues</u>. Subject to the Borrower's right to apply Revenues to the payment of Operation and Maintenance Expense, the Revenues are hereby pledged to the Authority, as Administrator of the Fund, to secure the payment of the principal of and the Cost of Funds on the Local Bond and the payment and performance of the Borrower's obligations under this Agreement. This pledge shall be valid and binding from and after the execution and delivery of this Agreement. The Revenues, as received by the Borrower, shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge of the Revenues is on a parity with the lien of the Borrower to apply Revenues to the payment of Operation and Maintenance Expense, have priority over all other obligations and liabilities of the Borrower, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Borrower regardless of whether such parties have notice of this pledge.

(a) The Borrower covenants and agrees that it will fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by the System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and the Cost of Funds on the Local Bond, the Additional Payments and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. If, for any reason, the Revenues are insufficient to satisfy the foregoing covenant, the Borrower shall within ninety (90) days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expense so as to provide sufficient Revenues to satisfy such requirement.

(b) On or before the last day of each Fiscal Year, the Borrower shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Borrower's rates, fees and other charges are insufficient to satisfy the rate covenant in subsection (a) of this Section, the Borrower shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operation and Maintenance Expense to cure any deficiency.

**Section 5.2.** <u>Annual Budget</u>. The Borrower agrees before the first day of each Fiscal Year to adopt a budget for such Fiscal Year containing all information called for by, and otherwise being in the form of, <u>Exhibit H</u> to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Borrower, the Revenues estimated to be

generated thereby, the expenditures anticipated by the Borrower for operations, maintenance, repairs, replacements, improvements, debt service and other purposes, and specifically identifying any amounts made available by the County pursuant to the Support Agreement. Such budget as approved by the Borrower's governing body is referred to in this Agreement as the Annual Budget. The Borrower may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in a Default. The Borrower shall submit a copy of the Annual Budget and any amendments thereto to the Authority.

**Section 5.3.** <u>**Qualified Independent Consultant's Report.</u>** (a) If at the end of any Fiscal Year, the Borrower is not in compliance with the rate covenant made by the Borrower in Section 5.1(a), within two hundred ten (210) days after the end of such Fiscal Year, the Borrower shall obtain a report from the Qualified Independent Consultant giving advice and making recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Borrower to satisfy the rate covenant in Section 5.1(a). The Borrower shall promptly furnish a copy of such report to the Authority and, subject to Section 5.3(b), take measures to implement the recommendations of the Qualified Independent Consultant within ninety (90) days of obtaining such report.</u>

(b) If the Borrower determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Borrower may in lieu thereof adopt other procedures which the Borrower believes will bring it into compliance with the rate covenant made by the Borrower in Section 5.1(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with the Authority not later than thirty (30) days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Borrower's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, the Authority reserves the right, in its sole discretion, to reject such alternate procedures and require the Borrower to comply with the Qualified Independent Consultant's recommendations.

## ARTICLE VI <u>PAYMENTS</u>

**Section 6.1.** <u>Payment of Local Bond</u>. (a) The Local Bond shall be dated the date of its delivery to the Authority. The Cost of Funds of the Local Bond shall be computed on disbursed principal balance thereof from the date of each disbursement at the rate of two and twenty-five one-hundredths percent (2.25%) per annum, consisting of the following:

(i) interest of seventy-five one-hundredths percent (0.75%) per annum payable for the benefit of the Fund, and

(ii) one and fifty one-hundredths percent (1.50%) <u>per annum</u> payable as an Annual Administrative Fee.

The Cost of Funds only on all amounts disbursed under the Local Bond shall be (b) due and payable on \_\_\_\_\_ 1, 20\_\_. Commencing \_\_\_\_\_1, 20\_\_, and continuing semi-annually thereafter on \_\_\_\_\_1 and \_\_\_\_\_1 in each year, principal and the Cost of Funds due under the Local Bond shall be payable in equal installments of \$\_\_\_\_\_, with a final installment of \$\_\_\_\_\_, due and payable on \_\_\_\_\_1, 20\_\_, when, if not sooner paid, all amounts due hereunder and under the Local Bond shall be due and payable in full. Each installment shall be applied first to payment of the Cost of Funds accrued and unpaid to the payment date and then to principal. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, the principal amount due on the Local Bond shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder and under the Local Bond shall have been paid in full, less than full disbursement of the maximum authorized amount of the Local Bond shall not postpone the due date of any semi-annual installment due on the Local Bond, or change the amount of such installment. If any installment of principal of or the Cost of Funds on the Local Bond is not paid within ten (10) days after its due date, the Borrower agrees to pay to the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment.

**Section 6.2.** <u>Payment of Additional Payments</u>. In addition to the payments of principal of and the Cost of Funds on the Local Bond, the Borrower agrees to pay on demand of the Authority the following Additional Payments:

(1) The costs of the Fund, the Authority, the Department or the Board in connection with the enforcement of this Agreement, including the reasonable fees and expenses of any attorneys used by any of them; and

(2) All expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest on any Additional Payments enumerated in (1) or (2) above not received by the Authority within ten (10) days after demand therefor at a rate of five percent (5.0%) per annum of the overdue installment from its due date until the date it is paid.

### ARTICLE VII PREPAYMENTS

**Section 7.1.** <u>Prepayment of Local Bond</u>. Upon completion of the Project and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Local Bond at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bond will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bond but shall not postpone the due date of any subsequent payment on the Local Bond, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.</u>

### ARTICLE VIII OPERATION AND USE OF SYSTEM

**Section 8.1.** <u>Ownership and Operation of Project and System</u>. Except as may otherwise be approved by the Authority or permitted by the terms hereof, the Project and the System at all times shall be owned by the Borrower or the County and shall not be operated or controlled by any other entity or person.

**Section 8.2.** <u>Maintenance</u>. At its own cost and expense, the Borrower shall operate the System in a proper, sound and economical manner and in compliance with all legal requirements, shall maintain the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

**Section 8.3.** <u>Additions and Modifications</u>. At its own expense, the Borrower from time to time may make any additions, modifications or improvements to the System which it deems desirable and which do not materially reduce the value of the System or the structural or operational integrity of any part of the System, provided that all such additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the System.

**Section 8.4.** <u>Use of System</u>. The Borrower shall comply with all lawful requirements of any governmental authority regarding the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational and other changes to the System, irrespective of the cost of making the same.

**Section 8.5.** <u>Inspection of System and Borrower's Books and Records</u>. The Authority and the Board and their duly authorized representatives and agents shall have such reasonable rights of access to the System as may be necessary to determine whether the Borrower is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Borrower to examine and copy the books and records of the Borrower insofar as such books and records relate to the System.

**Section 8.6.** <u>Ownership of Land</u>. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower or the County owns or can acquire title to or a perpetual easement over, in either case sufficient for the Borrower's purposes, unless such part of the System is lawfully located in a public street or highway or is a main, conduit, pipeline, main connection or facility located on land in which the Borrower has acquired a right or interest less than a fee simple or perpetual easement and such lesser right or interest has been approved by written opinion of counsel to the Borrower as sufficient for the Borrower's purposes.

**Section 8.7.** <u>Sale or Encumbrance</u>. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except as provided in any one of the

following subsections, or as may be otherwise consented and agreed to by the Authority in writing:

(a) The Borrower may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System;

(b) The Borrower may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function; and

(c) The Borrower may sell or otherwise dispose of property constituting part of the System; provided, however, (i) no such property shall be sold or otherwise disposed of unless there is filed with the Authority a certificate of the Borrower, signed by an Authorized Representative, stating that such property is no longer needed or useful in the operation of the System, and, if the proceeds of such sale or disposition, together with the aggregate value of any other property sold or otherwise disposed of during the Fiscal Year, shall exceed \$125,000, there shall also be filed with the Borrower and the Authority a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System, and (ii) the proceeds to be received from any sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of and Cost of Funds on the Local Bond , and then, if such property constitutes part of the Project, to the prepayment of the Local Bond under Article VII hereof.

**Section 8.8.** <u>Collection of Revenues</u>. The Borrower shall use its best efforts to collect all rates, fees and other charges due to it, including, when appropriate, by perfecting liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Borrower shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Borrower.

**Section 8.9.** <u>No Free Service</u>. The Borrower shall not permit connections with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Borrower's uniform schedule of rates, fees and charges.

**Section 8.10.** <u>No Competing Service</u>. The Borrower shall not provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

**Section 8.11.** <u>Mandatory Connection</u>. The Borrower shall, consistent with applicable law, require the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect such building to the System; provided, however, the Borrower may permit the continued use of private systems, meeting the

standards of the Board, by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified by the Borrower.

Section 8.12. Lawful Charges. The Borrower shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Borrower's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Borrower shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Borrower, however, after giving the Authority ten (10) days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Borrower may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in the reasonable opinion of the Authority, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Authority or an appropriate court a bond in form and amount reasonably satisfactory to the Authority. Upon request, the Borrower shall furnish to the Authority proof of payment of all Governmental Charges and the Mechanics' Charges required to be paid by the Borrower under this Agreement.

### ARTICLE IX INSURANCE, DAMAGE AND DESTRUCTION

**Section 9.1.** <u>Insurance</u>. Unless the Authority otherwise agrees in writing, the Borrower continuously shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia); provided that during the construction of the Project, the Borrower may provide or cause to be provided, in lieu of the insurance in the amount of the full replacement cost of the Project, builders' risk or similar types of insurance in the amount of the full replacement cost thereof. The determination of replacement cost shall be made by a recognized appraiser or insurer selected by the Borrower and reasonably acceptable to the Authority.

(b) Comprehensive general liability insurance with a combined single limit of \$2,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance, operation, leasing or use of the System.

(c) Unless the Borrower qualifies as a self-insurer under the laws of Virginia, workers' compensation insurance.

The Authority shall not have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance, or (ii) the application of the proceeds of insurance.

The Borrower shall provide no less often than annually and upon the written request of the Authority a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in full force and effect.

**Section 9.2.** <u>Requirements of Policies</u>. All insurance required by Section 9.1 shall be maintained with generally recognized, responsible insurance companies selected by the Borrower and reasonably acceptable to the Authority. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System, and shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of, or canceled without at least thirty (30) days' prior notice to, the Authority. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law (Chapter 48, Title 38.2, Code of Virginia of 1950, as amended) or any successor provision of law, the Borrower shall provide evidence reasonably satisfactory to the Authority that such insurance is enforceable under Virginia law.

**Section 9.3.** <u>Notice of Damage, Destruction and Condemnation</u>. In the case of (i) any damage to or destruction of any material part of the System, (ii) a taking of all or any part of the System or any right therein under the exercise of the power of eminent domain, (iii) any loss of the System because of failure of title, or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Borrower shall give prompt notice thereof to the Authority describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.</u>

**Section 9.4.** <u>Damage and Destruction</u>. If all or any part of the System is destroyed or damaged by fire or other casualty, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Borrower may determine and which will not impair the capacity or character of the System for the purpose for which it then is being used or is intended to be used. The Borrower may apply so much as may be necessary of the Net Proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to the prepayment of the Local Bond pursuant to Article VII.

**Section 9.5.** <u>Condemnation and Loss of Title</u>. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall cause the Net Proceeds from any such condemnation award or from title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to the prepayment of the Local Bond pursuant to Article VII.

### ARTICLE X SPECIAL COVENANTS

**Section 10.1.** <u>Maintenance of Existence</u>. The Borrower shall maintain its existence as a "local government" (as defined in the Act) of the Commonwealth of Virginia and, without consent of the Authority and the Board, shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity. Notwithstanding the foregoing, the Borrower may consolidate or merge with or into, or sell or otherwise transfer all or substantially all of its assets to a political subdivision of the Commonwealth of Virginia, and the Borrower thereafter may dissolve, if the surviving, resulting or transferee political subdivision, if other than the Borrower, assumes, in written form acceptable to the Authority and the Board, all of the obligations of the Borrower contained in the Local Bond and this Agreement, and there is furnished to the Authority and the Board an Opinion of Counsel acceptable to the Authority and the Board subject to customary exceptions and qualifications, to the effect that such assumption constitutes the legal, valid and binding obligation of the surviving, resulting or transferee political subdivision enforceable against it in accordance with its terms.

Section 10.2. Financial Records and Statements. The Borrower shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs related to the System. The Borrower shall have an annual audit of the financial condition of the Borrower (and at the reasonable request of the Authority, of the System) made by an independent certified public accountant, within one hundred and eighty (180) days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Borrower during such Fiscal Year satisfied the rate covenant made by the Borrower in Section 5.1(a). In accordance with the provisions of the Single Audit Act of 1984, 31 U.S.C. §§ 7501 et seq., as amended, and the regulations promulgated thereunder, including Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at Title 2 of the Code of Federal Regulations Part 200 Subpart F, the Borrower agrees to obtain an annual audit from an independent auditor if the Borrower expends \$750,000 or more in federal funds in any fiscal year. The Borrower shall furnish to the Authority copies of such report immediately after it is accepted by the Borrower. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Borrower's financial position as of the end of such

Fiscal Year and the results of the Borrower's operations and changes in the financial position of its funds for the Fiscal Year.

**Section 10.3.** <u>Certificate as to No Default</u>. The Borrower shall deliver to the Authority, within one hundred and eighty (180) days after the close of each Fiscal Year, a certificate signed by an Authorized Representative stating that, during such year and as of the date of such certificate, no event or condition has happened or existed, or is happening or existing, which constitutes an Event of Default or a Default, or if such an event or condition has happened or existed, or is happening or existing, specifying the nature and period of such event or condition and what action the Borrower has taken, is taking or proposes to take to rectify it.

**Section 10.4.** <u>Additional Indebtedness</u>. The Borrower shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by or payable from a pledge of Revenues, except Subordinate Bonds or Parity Bonds.

**Section 10.5.** <u>Parity Bonds</u>. Provided the Borrower is not in default hereunder, the Borrower may issue bonds, notes or other evidences of indebtedness ("Parity Bonds") ranking on parity with the Local Bond with respect to the pledge of Revenues to (i) pay Project Costs to complete the Project, (ii) pay the cost of improvements, additions, extensions, replacements, equipment or betterments and of any property, rights or easements deemed by the Borrower to be necessary, useful or convenient for the System, (iii) refund some or all of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, or (iv) effect some combination of (i), (ii) and (iii); provided in each case the following conditions are satisfied. Notwithstanding anything contained herein to the contrary, the issuance of any such Parity Bonds must not conflict with any of the terms, conditions or restrictions applicable to the obligations of the County which are payable from or secured by the Revenues, as set forth in Exhibit F attached hereto. Further, except to the extent otherwise consented and agreed to by the Authority in writing, before any Parity Bonds are issued or delivered, the Borrower shall deliver to the Authority the following:

(a) Certified copies of all resolutions and ordinances of the Borrower authorizing the issuance of the Parity Bonds.

(b) A certificate of an appropriate official of the Borrower setting forth the purposes for which the Parity Bonds are to be issued and the manner in which the Borrower will apply the proceeds from the issuance and sale of the Parity Bonds.

(c) If the Parity Bonds are authorized for any purpose other than the refunding of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, in form and substance satisfactory to the Authority, a certificate of the Consulting Engineer, or with respect to subsection (iv)(C) below, a certificate, including supporting documentation, of the Qualified Independent Consultant, to the effect that in the opinion of the Consulting Engineer or Qualified Independent Consultant, as applicable, (i) the improvements or property to which the proceeds from the issuance of the Parity Bonds are to be applied will be a part of the System, (ii) the funds available to the Borrower from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property, (iii) the period of time which will be required to complete such improvements or acquire such property, and (iv) (A) the Parity Bond proceeds are necessary to complete the Project, (B) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction of Revenues, or (C) during the first two complete Fiscal Years following completion of the improvements or the acquisition of the property financed with the proceeds of the Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 115% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from by Revenues. In providing this certificate, as applicable, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues of the System to be derived under then existing contractual agreements entered into by the Borrower and from reasonable estimates of growth in the customer base of the Borrower.

(d) If the Parity Bonds are authorized solely to refund the Local Bond (with the consent of the Authority), Existing Parity Bonds, Parity Bonds or Prior Bonds, either (i) a certificate, including supporting documentation, of a Qualified Independent Consultant satisfactory to the Authority that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bond, Existing Parity Bonds, Parity Bonds or Prior Bonds to be refunded would have been outstanding which are lower than the annual debt service requirements in each such year on the Local Bond, Existing Parity Bonds, Parity Bonds or the Prior Bonds to be refunded, or (ii) a certificate, including supporting documentation, of the Qualified Independent Consultant to the effect that during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 115% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues. In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the factors described in the last two sentences of subsection (c) of this Section.

(e) An Opinion of Counsel satisfactory to the Authority subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement and that the certificates and documents delivered to the Authority constitute compliance with the provisions of this Section.

**Section 10.6.** <u>Further Assurances</u>. The Borrower shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, Revenues and other funds pledged or assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Borrower shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged under this Agreement

and all rights of the Authority and the Board under this Agreement against all claims and demands of all persons.

**Section 10.7.** <u>Other Indebtedness</u>. The Borrower agrees to pay when due all amounts required by any other bonded indebtedness and to perform all of its obligations in connection therewith.

Section 10.8. Assignment by Borrower. The Borrower may not assign its rights under this Agreement without the prior written consent of the Authority and the Board. If the Borrower desires to assign its rights under this Agreement to another "local government" (as defined in the Act), the Borrower shall give notice of such fact to the Authority and the Board. If the Authority and the Board consent to the proposed assignment, the Borrower may proceed with the proposed assignment, but such assignment shall not become effective until the Authority and the Board are furnished (i) an assumption agreement in form and substance satisfactory to the Authority and the Board by which the assignee agrees to assume all of the Borrower's obligations under the Local Bond and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Local Bond and this Agreement constitute legal, valid and binding obligations of the assignee enforceable against the assignee in accordance with their terms and that the assignment and assumption comply in all respects with the provisions of this Agreement. Notwithstanding the foregoing, the assignment of the rights of the Borrower under the Local Bond and this Agreement or the assumption of the obligations thereunder by the assignee shall in no way be construed as releasing the Borrower's obligations.

**Section 10.9.** <u>Davis-Bacon Act</u>. The Borrower agrees to comply with the Davis-Bacon Act and related acts, as amended, with respect to the Project and require that all laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character, as determined by the United States Secretary of Labor in accordance with Section 1450(e) of the Safe Drinking Water Act and related acts, as amended.

**Section 10.10.** <u>Operating Agreement</u>. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of the Operating Agreement. The Borrower shall enforce the terms of such agreement and use its best efforts to ensure that such agreement remains in full force and effect during the term of this Agreement.

Section 10.11. <u>American Iron and Steel</u>. The Borrower agrees to comply with all federal requirements, including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76, and related Drinking Water State Revolving Fund Policy Guidelines, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that all iron and steel products used for the Project are to be produced in the United States. The term "iron and steel products" is defined to mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

**Section 10.12.** <u>Recordkeeping and Reporting</u>. The Borrower agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act and related acts, as amended, including any reports required by a federal agency or the Authority, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Borrower acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

### ARTICLE XI DEFAULTS AND REMEDIES

**Section 11.1.** <u>Events of Default</u>. Each of the following events shall be an "Event of Default":

(a) The failure to pay when due any payment of principal or Cost of Funds due hereunder or to make any other payment required to be made under the Local Bond or this Agreement;

(b) The Borrower's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of thirty (30) days after the Authority gives the Borrower written notice specifying such failure and requesting that it be cured, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false or misleading in any material respect;

(d) The early termination of the Funding Agreement pursuant to Sections 5.3(b) and (c) thereof;

(e) The occurrence of a default by the Borrower under the terms of any Subordinate Bonds, Parity Bonds, Existing Parity Bonds or Prior Bonds and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder;

(f) An order or decree shall be entered, with the Borrower's consent or acquiescence, appointing a receiver or receivers of the System or any part thereof or of the Revenues thereof, or if such order or decree, having been entered without the Borrower's consent or acquiescence, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof;

(g) Any proceeding shall be instituted, with the Borrower's consent or acquiescence, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from or secured by Revenues; or

(h) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Borrower under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Borrower, is not dismissed within sixty (60) days after filing.

**Section 11.2.** <u>Notice of Default</u>. The Borrower agrees to give the Authority prompt written notice if any order, decree or proceeding referred to in Section 11.1(f), (g) or (h) is entered or instituted against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

**Section 11.3.** <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 11.1 shall have happened and be continuing, the Authority shall, in addition to any other remedies provided herein or by law, including rights specified in Section 62.1-237 of the Act, have the right, at its option without any further demand or notice, to take one or both of the following remedial steps:

(a) Declare immediately due and payable all payments due or to become due on the Local Bond and under this Agreement, and upon notice to the Borrower, the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due on the Local Bond and under this Agreement or to enforce any other of the Fund's, the Authority's or the Board's rights under this Agreement or to enforce performance by the Borrower of its covenants, agreements or undertakings contained herein or in the Local Bond.

**Section 11.4.** <u>Delay and Waiver</u>. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default under this Agreement shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereto.

**Section 11.5.** <u>State Aid Intercept</u>. The Borrower acknowledges that the Authority may take any and all actions available to it under the laws of the Commonwealth of Virginia, including Section 62.1-216.1 of the Virginia Code, to secure payment of the principal of and Cost of Funds on the Local Bond, if payment of such principal or Cost of Funds shall not be paid when the same shall become due and payable.

### ARTICLE XII MISCELLANEOUS

Section 12.1. <u>Successors and Assigns</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 12.2. <u>Amendments</u>. The Authority and the Borrower, with the written consent of the Department, shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the Authority and the Borrower; provided, however, that the written consent of the Department shall not be required for the Authority and the Borrower to amend Articles I, V, IX and XI or Sections 10.4 and 10.5 of this Agreement.

**Section 12.3.** <u>Limitation of Borrower's Liability</u>. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Borrower's obligations are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Borrower and the Borrower shall not be obligated to pay the principal of or the Cost of Funds on the Local Bond or other costs incident thereto except from the Revenues and other funds pledged therefor. In the absence of fraud, no present or future director, official, officer, employee or agent of the Borrower shall be liable personally in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 12.4. <u>Applicable Law</u>. This Agreement shall be governed by the applicable laws of Virginia.

**Section 12.5.** <u>Severability</u>. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or Section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority and the Borrower, as the case may be, only to the extent permitted by law.

**Section 12.6.** <u>Notices</u>. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

Fund:	Virginia Water Supply Revolving Fund c/o Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Authority:	Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Board:	Virginia Department of Health 109 Governor Street Richmond, VA 23219 Attention: State Health Commissioner
Borrower:	The Russell County Public Service Authority P. O. Box 3219 Lebanon, VA 24266 Attention: Executive Director

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. The Authority, the Board and the Borrower may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

**Section 12.7.** <u>Right to Cure Default</u>. If the Borrower shall fail to make any payment or to perform any act required by it under the Local Bond or this Agreement, the Authority without prior notice to or demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority and all costs, fees and expenses so incurred shall be payable by the Borrower as an additional obligation under this Agreement, together with interest thereon at the rate of interest of five percent (5.0%) per annum until paid. The Borrower's obligation under this Section shall survive the payment of the Local Bond.</u>

**Section 12.8.** <u>Headings</u>. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

**Section 12.9.** <u>Term of Agreement</u>. This Agreement shall be effective upon its execution and delivery, provided that the Local Bond previously or simultaneously shall have been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Borrower under this Agreement.

Section 12.10. <u>Commitment Letter</u>. The Commitment Letter is an integral part of this Agreement and shall survive closing hereunder.

Section 12.11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

WITNESS the following signatures, all duly authorized.

## VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Its: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Its:

# ACKNOWLEDGED, CONSENTED AND AGREED TO:

### COUNTY OF RUSSELL, VIRGINIA

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

Its: \_\_\_\_\_

# EXHIBIT A

## FORM OF LOCAL BOND THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

[To Come from Borrower's Bond Counsel]

# EXHIBIT B

### PROJECT DESCRIPTION THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

The Project involves the extension of waterlines and water service to the Fincastle Estates area, together with related expenses.

# **EXHIBIT C**

## PROJECT BUDGET THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

[To Come]

# EXHIBIT D

## OPINION OF BORROWER'S BOND COUNSEL THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

[To Come from Borrower's Bond Counsel]

#### EXHIBIT E

### REQUISITION FOR DISBURSEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

### [LETTERHEAD OF BORROWER]

[Date]

Steven D. Pellei, P.E., Director Office of Drinking Water, 6th Floor Virginia Department of Health 109 Governor Street Richmond, VA 23219

Re: Virginia Water Supply Revolving Fund The Russell County Public Service Authority Loan No. WSL-022-15E

Dear Mr. Pellei:

This requisition, Number \_\_\_\_\_, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of \_\_\_\_\_\_1, 20\_\_\_ (collectively, the "Agreements") between the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), and The Russell County Public Service Authority (the "Borrower"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreements. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreements in the amount of \$\_\_\_\_\_, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition. In addition, the undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, (b) the conducting of employee interviews, and (c) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts. The Borrower further

certifies that all products included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreements.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of the Borrower contained in the Agreements are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

Sincerely,

(Authorized Representative of the Borrower)

Attachments

cc: VDH Project Engineer (with all attachments)

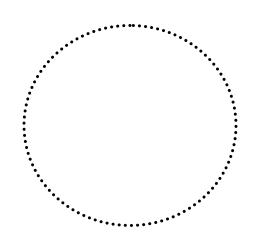
### CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-022-15E

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_\_, 20\_\_\_\_, submitted by The Russell County Public Service Authority. Capitalization terms used herein shall have the same meanings set forth in Article I of the Agreements referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

[Consulting Engineer]

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

## SCHEDULE 1 VIRGINIA WATER SUPPLY REVOLVING FUND FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

## REQUISITION # \_\_\_\_\_ BORROWER: THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY LOAN NUMBER: WSL-022-15E

CERTIFYING SIGNATURE: \_\_\_\_\_\_\_\_

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
TOTALS:					

Total Loan Amount \$\_\_\_\_\_ Previous Disbursements \$\_\_\_\_\_ This Request \$\_\_\_\_\_ Loan Proceeds Remaining \$\_\_\_\_\_

#### EXHIBIT F

#### PRIOR BONDS, EXISTING PARITY BONDS AND SPRINGING PARITY BONDS THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

#### **Prior Bonds:**

None

#### Existing Parity Bonds:\*

\$672,000 Russell County Series 1988 Water Revenue Bond (Sword's Creek Project)

\$900,000 Russell County Sewer Revenue Bond, Series 1996 (Dante Project) (to the extent secured by water revenues)

\$119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (Lynn Springs Project)

\$935,690 Russell County Revenue Bond Series 2001A (Big A Mountain Project)

\$344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project)

\$99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project)

\$325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley – Big A Mountain Interconnection Project)

\$1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project)

\$103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project)

\$700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project)

\$3,537,000 Water Revenue Refunding Bond, Series 2014

\$93,071 The Russell County Public Service Authority Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension)

\$294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project

WSL-021-15)

\$445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project WSL-023-15E)

[\$\_\_\_\_\_ Water Revenue Bond, Series 2017 (Thompson Creek/Tunnel Road Waterline Extension Project (WSL-022-15E))]

## Springing Parity Bonds:\*

\$1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project)

\$822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project) Series 2002A

\$556,538 Russell County Revenue Bond Series 2005A (Drill Mountain Project)

\$91,439 Russell County Revenue Bond Series 2005B (Clark's Valley – South Extension Water Project)

\$1,906,717 Russell County Revenue Bond Series 2005E (Belfast - Rosedale Project)

\$415,518 Russell County Revenue Bond Series 2006A (Miller Creek / Frank's Hollow / Honeysuckle Lane Project)

\$197,179 Russell County Revenue Bond Series 2007A (Belfast – Highlands and Yates Project)

\$1,534,941 The Russell County Public Service Authority Revenue Bond Series 2008A (Big A Mountain Phase II Project)

<sup>\*</sup> The Existing Parity Bonds and Springing Parity Bonds, which have been issued by the County, are secured, in part, by a pledge of the Revenues received by the Borrower from the System pursuant to the Operating Agreement.

#### **EXHIBIT G**

#### SUPPORT AGREEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

THIS SUPPORT AGREEMENT is made as of the first day of \_\_\_\_\_, 2017, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (the "Board"), acting as the governing body of the County of Russell, Virginia (the "County"), THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY (the "Borrower"), and the VIRGINIA RESOURCES AUTHORITY (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower, and acknowledged, consented and agreed to by the County.

#### **RECITALS:**

**WHEREAS,** the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and/or and operates and leases the System in the County; and

WHEREAS, the Borrower has determined that it is in its best interest to issue and sell a water system revenue bond in an original aggregate principal amount not to exceed \$\_\_\_\_\_ (the "Local Bond") to the Authority pursuant to the terms of the Financing Agreement in order to finance the Project; and

**WHEREAS,** the Board adopted on \_\_\_\_\_\_, 20\_\_\_ a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

#### **AGREEMENT**

**NOW, THEREFORE,** for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than May 15 of each year, beginning May 15, 20\_\_, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board acknowledges that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator, (ii) if to the Borrower, to P. O. Box 3219, Lebanon, VA 24266, Attention: Operations Manager, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

# **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA**

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

Title: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Title: \_\_\_\_\_

## VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Title: \_\_\_\_\_

#### EXHIBIT H

#### FORM OF BUDGET THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY FINCASTLE ESTATES WATERLINE EXTENSION PROJECT WSL-022-15E

#### (To Be on Borrower's Letterhead)

[Date]

Executive Director Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219

Dear Mr./Ms. \_\_\_\_:

Pursuant to the Financing Agreement[s] between Virginia Resources Authority and The Russell County Public Service Authority, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues <sup>1</sup>	Operation & Maintenance Expense	Net Revenues Available for Debt Service (Revenues – O&M Expense)	Debt Service	<b>Coverage</b> (Net Revenues Available for Debt Service/Debt Service)

<sup>1</sup> Of the amount set forth here as Revenues, \$\_\_\_\_\_\_\_ is derived from a transfer from the County of Russell, Virginia's general fund pursuant to the Support Agreement.

All capitalized terms used herein shall have the meaning set forth in the Financing Agreement[s].

Very truly yours,

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

Its: \_\_\_\_\_

CB Draft: 6/19/17

## FINANCING AGREEMENT

dated as of \_\_\_\_\_ 1, 2017

#### BETWEEN

#### VIRGINIA RESOURCES AUTHORITY,

as Administrator of the Virginia Water Supply Revolving Fund

#### AND

## THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Virginia Resources Authority Virginia Water Supply Revolving Fund

CFDA No. 66.468 – Capitalization Grants for Drinking Water State Revolving Funds U.S. Environmental Protection Agency

> Loan No. WSL-020-15E Thompson Creek/Tunnel Road Waterline Extension Project

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- Exhibit C Project Budget
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- Exhibit E Requisition for Disbursement
- Exhibit F Prior Bonds, Existing Parity Bonds and Springing Parity Bonds
- Exhibit G Support Agreement
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#### FINANCING AGREEMENT

THIS FINANCING AGREEMENT is made as of this first day of \_\_\_\_\_, 2017, between the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND, and THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY, a public body politic and corporate of the Commonwealth of Virginia (the "Borrower"), and acknowledged, consented and agreed to by the COUNTY OF RUSSELL, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County").

Pursuant to Chapter 23, Title 62.1 of the Code of Virginia (1950), as amended (the "Act"), the General Assembly created a permanent and perpetual fund known as the "Virginia Water Supply Revolving Fund" (the "Fund"). In conjunction with the Board of Health, the Authority administers and manages the Fund. From the Fund, the Authority from time to time makes loans to and acquires obligations of local governments in Virginia to finance or refinance the costs of water supply facilities within the meaning of Section 62.1-233 of the Act.

The Borrower has requested a loan from the Fund and will evidence its obligation to repay such loan by the Local Bond the Borrower will issue and sell to the Authority, as Administrator of the Fund. The Borrower will use the proceeds of the sale of the Local Bond to the Authority to finance that portion of the Project Costs not being paid from other sources, all as further set forth in the Project Budget.

#### ARTICLE I DEFINITIONS

**Section 1.1.** <u>Definitions</u>. The capitalized terms contained in this Agreement and not defined above shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

"Additional Payments" means the payments required by Section 6.2.

"Agreement" means this Financing Agreement between the Authority and the Borrower, together with any amendments or supplements hereto.

**"Annual Administrative Fee"** means the portion of the Cost of Funds specified in Section 6.1(a)(ii) payable as an annual fee for administrative and management services attributable to the Local Bond.

"Authorized Representative" means any member, official or employee of the Borrower authorized by resolution, ordinance or other official act of the governing body of the Borrower to perform the act or sign the document in question.

"Board" means the Virginia Board of Health.

"Closing Date" means the date of the delivery of the Local Bond to the Authority.

"**Commitment Letter**" means the commitment letter from the Authority to the Borrower, dated \_\_\_\_\_\_, 2017, and all extensions and amendments thereto.

"Consulting Engineer" means the engineer or the firm of independent consulting engineers of recognized standing and experienced in the field of water system and sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as Borrower's consulting engineer in accordance with Section 4.5 in a written notice to the Authority. Such individual or firm shall be subject to the reasonable approval of the Authority. Unless and until the Authority notifies the Borrower otherwise, any of the Borrower's employees that are licensed and registered as professional engineers in the Commonwealth of Virginia may serve as Consulting Engineer under this Agreement.

"**Cost of Funds**" means interest, including the part thereof allocable to the Annual Administrative Fee, payable as set forth in Section 6.1.

"County" means the County of Russell, Virginia.

**"Default"** means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Department" means the Virginia Department of Health.

"Event of Default" shall have the meaning set forth in Section 11.1.

**"Existing Parity Bonds"** means any of the bonds, notes or other evidences of indebtedness, as further described on <u>Exhibit F</u>, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues on a parity with the pledge of Revenues securing the Local Bond.

**"Fiscal Year"** means the period of twelve months established by the Borrower as its annual accounting period.

**"Funding Agreement"** means the Funding Agreement, dated as of the date hereof, between the Authority and the Borrower, relating to a principal forgiveness loan from the Fund to the Borrower.

**"Local Bond"** means the bond in substantially the form attached to this Financing Agreement as <u>Exhibit A</u> issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement.

**"Local Bond Proceeds"** means the proceeds of the sale of the Local Bond to the Authority pursuant to this Agreement.

**"Local Resolution"** means all resolutions or ordinances adopted by the governing body of the Borrower approving the transactions contemplated by and authorizing the execution and delivery of this Agreement and the execution, issuance and delivery of the Local Bond.

"Net Proceeds" means the gross proceeds from any insurance recovery or condemnation award remaining after payment of attorneys' fees and expenses of the Authority and all other expenses incurred in the collection of such gross proceeds.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expense.

**"Operating Agreement"** means, collectively, any and all lease, operating or similar agreements by and between the Borrower and the County, as the same may be amended from time to time with the written consent of the Authority.

**"Operation and Maintenance Expense"** means the costs of operating and maintaining the System determined under generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring annually or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

**"Opinion of Counsel"** means a written opinion of recognized bond counsel, acceptable to the Authority.

"Parity Bonds" means bonds, notes or other evidences of indebtedness of the Borrower issued under Section 10.5.

**"Prior Bonds"** means any of the bonds, notes or other evidences of indebtedness, as further described in Exhibit F, that on the date of the Local Bond's issuance and delivery were secured by or payable from a pledge of Revenues all or any portion of which was superior to the pledge of Revenues securing the Local Bond.

**"Project"** means the particular project described in <u>Exhibit B</u>, the costs of the construction, acquisition or equipping of which are to be financed or refinanced in whole or in part with the Local Bond Proceeds.

**"Project Budget"** means the budget for the financing of the Project, a copy of which is attached to this Agreement as <u>Exhibit C</u>, with such changes therein as may be approved in writing by the Authority.

**"Project Costs"** means the costs of the construction, acquisition or equipping of the Project, as further described in the Project Budget, and such other costs as may be approved in writing by the Authority, provided such costs are permitted by the Act.

"Qualified Independent Consultant" shall mean an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including without limitation a Consulting Engineer, so long as such individual is not an employee of the Borrower, and an independent certified public accountant or firm of independent certified public accountants. Such individual or firm shall be subject to the reasonable approval of the Authority.

**"Revenues"** means (i) all rates, fees, rentals, charges and income properly allocable to the System in accordance with generally accepted accounting principles or resulting from the Borrower's ownership, leasing or operation of the System, including but not limited to any and all amounts payable to the Borrower pursuant to the terms and conditions of the Operating Agreement, but excluding customer and other deposits subject to refund until such deposits have become the Borrower's property, (ii) the proceeds of any insurance covering business interruption loss related to the System, (iii) interest on any money or securities relating to the System held by or on behalf of the Borrower, (iv) amounts that may be appropriated for and paid to the Borrower by the County under the Support Agreement or otherwise, and (v) any other income from other sources pledged by or on behalf of the Borrower to the payment of the Local Bond.

"Springing Parity Bonds" means any of the bonds, notes or other evidences of indebtedness, as further described on <u>Exhibit F</u>, payable from or secured by a pledge of Revenues that are deemed Subordinate Bonds as of the date hereof but which, upon satisfaction of the "Springing Parity Test," as defined in the respective financing agreement between the Authority and either the Borrower or the County, pursuant to which such Springing Parity Bond was issued, shall be deemed an Existing Parity Bond for all purposes hereof.

**"Subordinate Bonds"** means any of the Borrower's bonds, notes or other evidences of indebtedness, including but not limited to such existing bonds, notes or other evidences of indebtedness described on <u>Exhibit F</u>, secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues to secure the payment of the Local Bond.

**"Support Agreement"** means the Support Agreement, dated the date hereof, among the Borrower, the Authority and the County, substantially in the form of <u>Exhibit G</u> hereto.

"System" means all plants, systems, facilities, equipment or property, of which the Project constitutes a part, owned, operated, leased or maintained by the Borrower and used in connection with the collection, storage, supply, treatment or distribution of water and any other facilities governed by the terms and conditions of the Operating Agreement.

**Section 1.2.** <u>**Rules of Construction**</u>. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) All references in this Agreement to particular Sections or Exhibits are references to Sections or Exhibits of this Agreement unless otherwise indicated.

(c) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

## ARTICLE II <u>REPRESENTATIONS</u>

**Section 2.1.** <u>Representations by Borrower</u>. The Borrower makes the following representations as the basis for its undertakings under this Agreement:

(a) The Borrower is a duly created and validly existing "local government" (as defined in Section 62.1-233 of the Act) of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Borrower has full right, power and authority to (i) adopt the Local Resolution and execute and deliver this Agreement, the Support Agreement and the other documents related thereto, (ii) issue, sell and deliver the Local Bond to the Authority, as Administrator of the Fund, (iii) own and operate the System, (iv) fix, charge and collect charges for the use of and for the services furnished by the System, (v) construct, acquire or equip the Project (as described in Exhibit B) and finance the Project Costs by borrowing money for such purpose pursuant to this Agreement and the issuance of the Local Bond, (vi) pledge the Revenues of the System to the payment of the Local Bond, and (vii) carry out and consummate all of the transactions contemplated by the Local Resolution, this Agreement, the Support Agreement and the Local Bond.

(c) This Agreement, the Support Agreement and the Local Bond were duly authorized by the Local Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Local Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date of the delivery of this Agreement have been obtained for (i) the Borrower's adoption of the Local Resolution, (ii) the execution and delivery by the Borrower of this Agreement, the Support Agreement and the Local Bond, (iii) the performance and enforcement of the obligations of the Borrower thereunder, (iv) the acquisition, construction, equipping, occupation, operation and use of the Project, and (v) the operation and use of the System. The Borrower knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals not obtained as of the date hereof cannot be obtained as needed.

(e) This Agreement and the Support Agreement have been executed and delivered by duly authorized officials of the Borrower and constitute a legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms.

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of this Agreement and the Support Agreement and the performance by the Borrower of its obligations thereunder are within the powers of the Borrower and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Borrower's knowledge, any Federal, or Virginia constitutional or statutory provision, including the Borrower's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Borrower is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement and the Support Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Borrower (i) to the best of the Borrower's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under this Agreement, the Support Agreement or the Local Bond. The execution and delivery by the Borrower of this Agreement, the Support Agreement or the Local Bond and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) There are not pending nor, to the best of the Borrower's knowledge, threatened against the Borrower, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Resolution, this Agreement, the Support Agreement or the Local Bond or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Resolution, this Agreement, the Support Agreement, the Local Bond or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Borrower or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Resolution, this Agreement, the Support Agreement or the Local Bond, (v) in any way affecting or contesting the undertaking of the Project, or (vi) contesting or challenging the power of the Borrower to pledge the Revenues to the payment of the Local Bond.

(k) There have been no defaults by any contractor or subcontractor under any contract made by the Borrower in connection with the construction or equipping of the Project.

(1) No material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, applications and other information furnished to the Authority.

(m) Except as may otherwise be approved by the Authority or permitted by the terms of this Agreement, the System at all times is and will be owned by the Borrower and will not be operated or controlled by any other entity or person.

(n) There is no indebtedness of the Borrower secured by or payable from a pledge of Revenues on a parity with or prior to the lien of the pledge of Revenues securing the Local Bond except any Existing Parity Bonds, Springing Parity Bonds or Prior Bonds set forth on Exhibit F.

(o) No Event of Default or Default has occurred and is continuing.

(p) The Operating Agreement is in full force and effect; no default or event of default has occurred and is continuing under the Operating Agreement; and the Borrower is not currently aware of any fact or circumstance that would have an adverse impact on the Borrower's ability to set rates, to receive payments, or to exercise any other rights and remedies available to the Borrower, under or pursuant to the Operating Agreement.

#### ARTICLE III ISSUANCE AND DELIVERY OF THE LOCAL BOND

**Section 3.1.** <u>Loan to Borrower and Purchase of the Local Bond</u>. The Borrower agrees to borrow from the Fund and the Authority agrees to lend to the Borrower, from the Fund, the principal amount equal to the sum of the principal disbursements made pursuant to Section 4.1, but not to exceed \$\_\_\_\_\_\_, for the purposes herein set forth, a portion of which may be made from federal financial assistance. The Borrower's obligation shall be evidenced by the Local Bond, which shall be in substantially the form of Exhibit A attached hereto and made a part hereof and delivered to the Authority, as Administrator of the Fund, on the Closing Date. The Local Bond shall be in the original principal amount of the loan and shall mature, bear a Cost of Funds and be payable as hereinafter provided.</u>

**Section 3.2.** <u>Conditions Precedent to Purchase of the Local Bond</u>. The Authority shall not be required to make the loan to the Borrower and purchase the Local Bond unless the Authority shall have received the following, all in form and substance satisfactory to the Authority:

(a) The Local Bond, the Funding Agreement and the Support Agreement.

(b) A certified copy of the Local Resolution.

(c) A certificate of appropriate officials of the Borrower as to the matters set forth in Section 2.1 and such other matters as the Authority may reasonably require.

(d) A closing certificate from the Department certifying that the Project is in compliance with all federal and state laws and project requirements applicable to the Fund.

(e) A certificate of the Consulting Engineer estimating the total Project Costs to be financed with the Local Bond Proceeds, which estimate is in an amount and otherwise compatible with the financing plan described in the Project Budget.

(f) A certificate of the Consulting Engineer to the effect that in the opinion of the Consulting Engineer (i) the Project will be a part of the System, and (ii) the Local Bond Proceeds and funds available from the other sources specified in the Project Budget will be sufficient to pay the estimated Project Costs.

(g) A certificate, including supporting documentation, of a Qualified Independent Consultant that in the opinion of the Qualified Independent Consultant during the first two complete Fiscal Years of the Borrower following completion of the Project, the projected Net Revenues Available for Debt Service will satisfy the rate covenant made by the Borrower in Section 5.1(a). In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person or entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues to be derived under existing contractual arrangements entered into by the Borrower and from reasonable estimates of growth in the consumer base of the Borrower.

(h) A certificate of the Consulting Engineer as to the date the Borrower is expected to complete the acquisition, construction and equipping of the Project.

(i) Evidence satisfactory to the Authority that all governmental permits, licenses, registrations, certificates, authorizations and approvals for the Project required to have been obtained as of the date of the delivery of this Agreement have been obtained and a statement of the Consulting Engineer that he or she knows of no reason why any future required governmental permits, licenses, registrations, certificates, authorizations and approvals cannot be obtained as needed.

(j) Evidence satisfactory to the Authority that the Borrower has obtained or has made arrangements satisfactory to the Authority to obtain any funds or other financing for the Project as contemplated in the Project Budget.

(k) Evidence satisfactory to the Authority that the Borrower has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date. (l) An Opinion of Counsel, substantially in the form of <u>Exhibit D</u>, addressed to the Authority.

(m) An opinion of counsel to the Borrower in form and substance reasonably satisfactory to the Authority.

(n) Evidence satisfactory to the Authority that the Borrower has complied with the insurance provisions set forth in Sections 9.1 and 9.2 hereof.

(o) Evidence that the Borrower has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing agreements for the Existing Parity Bonds.

(p) A report of the Borrower and the County as to the status of each of the Springing Parity Bonds meeting the "Springing Parity Test," as defined in the respective financing agreement between the Authority and either the Borrower or the County for each of the Springing Parity Bonds.

(q) Evidence satisfactory to the Authority that the Operating Agreement is in full force and effect and that it is a binding and enforceable agreement as to each of the Borrower and the other parties to such agreement.

(r) Such other documentation, certificates and opinions as the Authority, the Board or the Department may reasonably require, including an opinion from counsel acceptable to the Authority that the Support Agreement is valid and enforceable against the County, subject to usual and customary qualifications.

## ARTICLE IV USE OF LOCAL BOND PROCEEDS AND CONSTRUCTION OF PROJECT

## Section 4.1. <u>Application of Proceeds</u>.

(a) The Borrower agrees to apply the Local Bond Proceeds solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs and further agrees to exhibit to the Board or the Authority receipts, vouchers, statements, bills of sale or other evidence of the actual payment of such Project Costs. The Authority shall disburse money from the Fund to or for the account of the Borrower not more frequently than once each calendar month (unless otherwise agreed by the Authority and the Borrower) upon receipt by the Authority (with a copy to be furnished to the Board) of the following:

(1) A requisition (upon which the Authority, the Board and the Department shall be entitled to rely) signed by an Authorized Representative and containing all information called for by, and otherwise being in the form of, Exhibit E to this Agreement;

(2) If any requisition includes an item for payment for labor or to contractors, builders or materialmen,

(i) a certificate, signed by the Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(ii) a certificate, signed by an Authorized Representative, stating either that such materials, supplies or equipment are not subject to any lien or security interest or that such lien or security interest will be released or discharged upon payment of the requisition.

Upon receipt of each such requisition and accompanying certificate or certificates and approval thereof by the Board, the Authority shall disburse Local Bond Proceeds hereunder to or for the account of the Borrower in accordance with such requisition in an amount and to the extent approved by the Board and shall note the date and amount of each such disbursement on a schedule of principal disbursements to be included on the Local Bond. The Authority shall have no obligation to disburse any such Local Bond Proceeds if the Borrower is in default hereunder nor shall the Board have any obligation to approve any requisition if the Borrower is not in compliance with the terms of this Agreement.

(b) The Borrower shall comply with all applicable State laws, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts. Except as may otherwise be approved by the Board, disbursements shall be held at ninety-five percent (95%) of the maximum authorized amount of the Local Bond to ensure satisfactory completion of the Project. Upon receipt from the Borrower of the certificate specified in Section 4.2 and a final requisition detailing all retainages to which the Borrower is then entitled, the Authority, to the extent approved by the Board and subject to the provisions of this Section and Section 4.2, will disburse to or for the account of the Borrower Local Bond Proceeds to the extent of such approval.

The Authority shall have no obligation to disburse Local Bond Proceeds in excess of the amount necessary to pay for approved Project Costs. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, principal installments due on the Local Bond shall be reduced in accordance with Section 6.1.

**Section 4.2.** <u>Agreement to Accomplish Project</u>. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in <u>Exhibit B</u> and in accordance with the Project Budget and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Board. The Borrower shall use its best efforts to complete the Project by the date set forth in the certificate provided to the Authority pursuant to Section 3.2(h). All plans, specifications and designs shall be approved by all applicable regulatory agencies. The Borrower agrees to maintain complete and accurate books and records of the Project Costs and permit the Authority and the Board through their duly authorized representatives to inspect such books and records at any reasonable time. The Borrower and the

Authority, with the consent of the Board, may amend the description of the Project set forth in <u>Exhibit B</u>.

When the Project has been completed, the Borrower shall promptly deliver to the Authority and the Board a certificate signed by an Authorized Representative of the Borrower and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Section, the plans and specifications as amended from time to time, as approved by the Board, and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, (iii) that all certificates of occupancy or other material permits necessary for the Project's use, occupancy and operation have been issued or obtained, and (iv) the amount, if any, to be reserved for payment of Project Costs.

**Section 4.3.** <u>Permits</u>. The Borrower, at its sole cost and expense, shall comply with, and shall obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Project. The Borrower shall, upon request, promptly furnish to the Authority and the Board copies of all such permits, consents and approvals. The Borrower shall also comply with all lawful program or procedural guidelines or requirements duly promulgated and amended from time to time by the Board in connection with the acquisition, construction, equipping, occupation, operation or use of projects financed from the Fund under the Act. The Borrower shall also comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Authority, including, but not limited to, the federal "crosscutting" requirements is determined by the Authority or the Board, the issue shall be referred to the proper federal authority or agency for consultation or enforcement action.

**Section 4.4.** <u>Construction Contractors</u>. Each construction contractor employed in the accomplishment of the Project shall be required in the construction contract to furnish a performance bond and a payment bond each in an amount equal to one hundred percent (100%) of the particular contract price. Such bonds shall list the Borrower, the Fund, the Authority and the Board as beneficiaries. Each contractor shall be required to maintain during the construction period covered by the particular construction contract builder's risk insurance, workers' compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer. Upon request of the Authority or the Board, the Borrower shall cause each contractor to furnish evidence of such bonds and insurance to the Authority and the Board.

**Section 4.5.** <u>Engineering Services</u>. The Borrower shall retain a Consulting Engineer to provide engineering services covering the operation of the System and the supervision and inspection of the construction of the Project. The Consulting Engineer shall certify to the Fund, the Authority and the Board as to the various stages of the completion of the Project as disbursements of Local Bond Proceeds are requested and shall upon completion of the Project provide to the Fund, the Authority and the Board the Certificates required by Sections 4.1 and 4.2.

**Section 4.6.** <u>Borrower Required to Complete Project</u>. If the Local Bond Proceeds are not sufficient to pay in full the cost of the Project, the Borrower will complete the Project at its own expense and shall not be entitled to any reimbursement therefor from the Fund, the Authority or the Board or any abatement, diminution or postponement of the Borrower's payments under the Local Bond or this Agreement.

## ARTICLE V PLEDGE, REVENUES AND ANNUAL BUDGET

**Section 5.1.** <u>Pledge of Revenues</u>. Subject to the Borrower's right to apply Revenues to the payment of Operation and Maintenance Expense, the Revenues are hereby pledged to the Authority, as Administrator of the Fund, to secure the payment of the principal of and the Cost of Funds on the Local Bond and the payment and performance of the Borrower's obligations under this Agreement. This pledge shall be valid and binding from and after the execution and delivery of this Agreement. The Revenues, as received by the Borrower, shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge of the Revenues is on a parity with the lien of the Borrower to apply Revenues to the payment of Operation and Maintenance Expense, have priority over all other obligations and liabilities of the Borrower, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Borrower regardless of whether such parties have notice of this pledge.

(a) The Borrower covenants and agrees that it will fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by the System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and the Cost of Funds on the Local Bond, the Additional Payments and all other indebtedness of the Borrower secured by or payable from Revenues, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. If, for any reason, the Revenues are insufficient to satisfy the foregoing covenant, the Borrower shall within ninety (90) days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expense so as to provide sufficient Revenues to satisfy such requirement.

(b) On or before the last day of each Fiscal Year, the Borrower shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Borrower's rates, fees and other charges are insufficient to satisfy the rate covenant in subsection (a) of this Section, the Borrower shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operation and Maintenance Expense to cure any deficiency.

**Section 5.2.** <u>Annual Budget</u>. The Borrower agrees before the first day of each Fiscal Year to adopt a budget for such Fiscal Year containing all information called for by, and otherwise being in the form of, <u>Exhibit H</u> to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Borrower, the Revenues estimated to be

generated thereby, the expenditures anticipated by the Borrower for operations, maintenance, repairs, replacements, improvements, debt service and other purposes, and specifically identifying any amounts made available by the County pursuant to the Support Agreement. Such budget as approved by the Borrower's governing body is referred to in this Agreement as the Annual Budget. The Borrower may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in a Default. The Borrower shall submit a copy of the Annual Budget and any amendments thereto to the Authority.

**Section 5.3.** <u>**Qualified Independent Consultant's Report.</u>** (a) If at the end of any Fiscal Year, the Borrower is not in compliance with the rate covenant made by the Borrower in Section 5.1(a), within two hundred ten (210) days after the end of such Fiscal Year, the Borrower shall obtain a report from the Qualified Independent Consultant giving advice and making recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Borrower to satisfy the rate covenant in Section 5.1(a). The Borrower shall promptly furnish a copy of such report to the Authority and, subject to Section 5.3(b), take measures to implement the recommendations of the Qualified Independent Consultant within ninety (90) days of obtaining such report.</u>

(b) If the Borrower determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Borrower may in lieu thereof adopt other procedures which the Borrower believes will bring it into compliance with the rate covenant made by the Borrower in Section 5.1(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with the Authority not later than thirty (30) days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Borrower's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, the Authority reserves the right, in its sole discretion, to reject such alternate procedures and require the Borrower to comply with the Qualified Independent Consultant's recommendations.

## ARTICLE VI <u>PAYMENTS</u>

**Section 6.1.** <u>Payment of Local Bond</u>. (a) The Local Bond shall be dated the date of its delivery to the Authority. The Cost of Funds of the Local Bond shall be computed on disbursed principal balance thereof from the date of each disbursement at the rate of two and twenty-five one-hundredths percent (2.25%) per annum, consisting of the following:

(i) interest of seventy-five one-hundredths percent (0.75%) per annum payable for the benefit of the Fund, and

(ii) one and fifty one-hundredths percent (1.50%) <u>per annum</u> payable as an Annual Administrative Fee.

The Cost of Funds only on all amounts disbursed under the Local Bond shall be (b) due and payable on \_\_\_\_\_1, 20\_\_\_. Commencing \_\_\_\_\_1, 20\_\_\_, and continuing semi-annually thereafter on \_\_\_\_\_1 and \_\_\_\_\_1 in each year, principal and the Cost of Funds due under the Local Bond shall be payable in equal installments of \$\_\_\_\_\_, with a final installment of \$\_\_\_\_\_, due and payable on \_\_\_\_\_1, 20\_\_, when, if not sooner paid, all amounts due hereunder and under the Local Bond shall be due and payable in full. Each installment shall be applied first to payment of the Cost of Funds accrued and unpaid to the payment date and then to principal. If principal disbursements up to the maximum authorized amount of the Local Bond are not made, the principal amount due on the Local Bond shall not include such undisbursed amount. However, unless the Borrower and the Authority agree otherwise in writing, until all amounts due hereunder and under the Local Bond shall have been paid in full, less than full disbursement of the maximum authorized amount of the Local Bond shall not postpone the due date of any semi-annual installment due on the Local Bond, or change the amount of such installment. If any installment of principal of or the Cost of Funds on the Local Bond is not paid within ten (10) days after its due date, the Borrower agrees to pay to the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment.

**Section 6.2.** <u>Payment of Additional Payments</u>. In addition to the payments of principal of and the Cost of Funds on the Local Bond, the Borrower agrees to pay on demand of the Authority the following Additional Payments:

(1) The costs of the Fund, the Authority, the Department or the Board in connection with the enforcement of this Agreement, including the reasonable fees and expenses of any attorneys used by any of them; and

(2) All expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof.

The Borrower agrees to pay interest on any Additional Payments enumerated in (1) or (2) above not received by the Authority within ten (10) days after demand therefor at a rate of five percent (5.0%) per annum of the overdue installment from its due date until the date it is paid.

#### ARTICLE VII PREPAYMENTS

**Section 7.1.** <u>Prepayment of Local Bond</u>. Upon completion of the Project and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Local Bond at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bond will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bond but shall not postpone the due date of any subsequent payment on the Local Bond, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.</u>

#### ARTICLE VIII OPERATION AND USE OF SYSTEM

**Section 8.1.** <u>Ownership and Operation of Project and System</u>. Except as may otherwise be approved by the Authority or permitted by the terms hereof, the Project and the System at all times shall be owned by the Borrower or the County and shall not be operated or controlled by any other entity or person.

**Section 8.2.** <u>Maintenance</u>. At its own cost and expense, the Borrower shall operate the System in a proper, sound and economical manner and in compliance with all legal requirements, shall maintain the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

**Section 8.3.** <u>Additions and Modifications</u>. At its own expense, the Borrower from time to time may make any additions, modifications or improvements to the System which it deems desirable and which do not materially reduce the value of the System or the structural or operational integrity of any part of the System, provided that all such additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the System.

**Section 8.4.** <u>Use of System</u>. The Borrower shall comply with all lawful requirements of any governmental authority regarding the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational and other changes to the System, irrespective of the cost of making the same.

**Section 8.5.** <u>Inspection of System and Borrower's Books and Records</u>. The Authority and the Board and their duly authorized representatives and agents shall have such reasonable rights of access to the System as may be necessary to determine whether the Borrower is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Borrower to examine and copy the books and records of the Borrower insofar as such books and records relate to the System.

**Section 8.6.** <u>Ownership of Land</u>. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower or the County owns or can acquire title to or a perpetual easement over, in either case sufficient for the Borrower's purposes, unless such part of the System is lawfully located in a public street or highway or is a main, conduit, pipeline, main connection or facility located on land in which the Borrower has acquired a right or interest less than a fee simple or perpetual easement and such lesser right or interest has been approved by written opinion of counsel to the Borrower as sufficient for the Borrower's purposes.

**Section 8.7.** <u>Sale or Encumbrance</u>. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except as provided in any one of the

following subsections, or as may be otherwise consented and agreed to by the Authority in writing:

(a) The Borrower may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System;

(b) The Borrower may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function; and

(c) The Borrower may sell or otherwise dispose of property constituting part of the System; provided, however, (i) no such property shall be sold or otherwise disposed of unless there is filed with the Authority a certificate of the Borrower, signed by an Authorized Representative, stating that such property is no longer needed or useful in the operation of the System, and, if the proceeds of such sale or disposition, together with the aggregate value of any other property sold or otherwise disposed of during the Fiscal Year, shall exceed \$125,000, there shall also be filed with the Borrower and the Authority a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System, and (ii) the proceeds to be received from any sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of and Cost of Funds on the Local Bond , and then, if such property constitutes part of the Project, to the prepayment of the Local Bond under Article VII hereof.

**Section 8.8.** <u>Collection of Revenues</u>. The Borrower shall use its best efforts to collect all rates, fees and other charges due to it, including, when appropriate, by perfecting liens on premises served by the System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Borrower shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Borrower.

**Section 8.9.** <u>No Free Service</u>. The Borrower shall not permit connections with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Borrower's uniform schedule of rates, fees and charges.

**Section 8.10.** <u>No Competing Service</u>. The Borrower shall not provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

**Section 8.11.** <u>Mandatory Connection</u>. The Borrower shall, consistent with applicable law, require the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect such building to the System; provided, however, the Borrower may permit the continued use of private systems, meeting the

standards of the Board, by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified by the Borrower.

Section 8.12. Lawful Charges. The Borrower shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Borrower's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Borrower shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Borrower, however, after giving the Authority ten (10) days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Borrower may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in the reasonable opinion of the Authority, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Authority or an appropriate court a bond in form and amount reasonably satisfactory to the Authority. Upon request, the Borrower shall furnish to the Authority proof of payment of all Governmental Charges and the Mechanics' Charges required to be paid by the Borrower under this Agreement.

## ARTICLE IX INSURANCE, DAMAGE AND DESTRUCTION

**Section 9.1.** <u>Insurance</u>. Unless the Authority otherwise agrees in writing, the Borrower continuously shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia); provided that during the construction of the Project, the Borrower may provide or cause to be provided, in lieu of the insurance in the amount of the full replacement cost of the Project, builders' risk or similar types of insurance in the amount of the full replacement cost thereof. The determination of replacement cost shall be made by a recognized appraiser or insurer selected by the Borrower and reasonably acceptable to the Authority.

(b) Comprehensive general liability insurance with a combined single limit of \$2,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of use thereof, arising out of the ownership, maintenance, operation, leasing or use of the System.

(c) Unless the Borrower qualifies as a self-insurer under the laws of Virginia, workers' compensation insurance.

The Authority shall not have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance, or (ii) the application of the proceeds of insurance.

The Borrower shall provide no less often than annually and upon the written request of the Authority a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in full force and effect.

**Section 9.2.** <u>Requirements of Policies</u>. All insurance required by Section 9.1 shall be maintained with generally recognized, responsible insurance companies selected by the Borrower and reasonably acceptable to the Authority. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System, and shall contain an undertaking by the insurer that such policy shall not be modified adversely to the interests of, or canceled without at least thirty (30) days' prior notice to, the Authority. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed pursuant to the requirements of the Virginia Surplus Lines Insurance Law (Chapter 48, Title 38.2, Code of Virginia of 1950, as amended) or any successor provision of law, the Borrower shall provide evidence reasonably satisfactory to the Authority that such insurance is enforceable under Virginia law.

**Section 9.3.** <u>Notice of Damage, Destruction and Condemnation</u>. In the case of (i) any damage to or destruction of any material part of the System, (ii) a taking of all or any part of the System or any right therein under the exercise of the power of eminent domain, (iii) any loss of the System because of failure of title, or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Borrower shall give prompt notice thereof to the Authority describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.</u>

**Section 9.4.** <u>Damage and Destruction</u>. If all or any part of the System is destroyed or damaged by fire or other casualty, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Borrower may determine and which will not impair the capacity or character of the System for the purpose for which it then is being used or is intended to be used. The Borrower may apply so much as may be necessary of the Net Proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to the prepayment of the Local Bond pursuant to Article VII.

**Section 9.5.** <u>Condemnation and Loss of Title</u>. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Borrower shall not have exercised its option to prepay in full the Local Bond pursuant to Article VII, the Borrower shall cause the Net Proceeds from any such condemnation award or from title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such Net Proceeds are not sufficient to pay in full the cost of such restoration, the Borrower shall pay so much of the cost as may be in excess of such Net Proceeds. If the Net Proceeds are derived from property constituting part of the Project, any balance of such Net Proceeds remaining after payment of the cost of such restoration shall promptly be applied to the prepayment of the Local Bond pursuant to Article VII.

#### ARTICLE X SPECIAL COVENANTS

**Section 10.1.** <u>Maintenance of Existence</u>. The Borrower shall maintain its existence as a "local government" (as defined in the Act) of the Commonwealth of Virginia and, without consent of the Authority and the Board, shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity. Notwithstanding the foregoing, the Borrower may consolidate or merge with or into, or sell or otherwise transfer all or substantially all of its assets to a political subdivision of the Commonwealth of Virginia, and the Borrower thereafter may dissolve, if the surviving, resulting or transferee political subdivision, if other than the Borrower, assumes, in written form acceptable to the Authority and the Board, all of the obligations of the Borrower contained in the Local Bond and this Agreement, and there is furnished to the Authority and the Board an Opinion of Counsel acceptable to the Authority and the Board subject to customary exceptions and qualifications, to the effect that such assumption constitutes the legal, valid and binding obligation of the surviving, resulting or transferee political subdivision enforceable against it in accordance with its terms.

Section 10.2. Financial Records and Statements. The Borrower shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs related to the System. The Borrower shall have an annual audit of the financial condition of the Borrower (and at the reasonable request of the Authority, of the System) made by an independent certified public accountant, within one hundred and eighty (180) days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Borrower during such Fiscal Year satisfied the rate covenant made by the Borrower in Section 5.1(a). In accordance with the provisions of the Single Audit Act of 1984, 31 U.S.C. §§ 7501 et seq., as amended, and the regulations promulgated thereunder, including Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards located at Title 2 of the Code of Federal Regulations Part 200 Subpart F, the Borrower agrees to obtain an annual audit from an independent auditor if the Borrower expends \$750,000 or more in federal funds in any fiscal year. The Borrower shall furnish to the Authority copies of such report immediately after it is accepted by the Borrower. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Borrower's financial position as of the end of such

Fiscal Year and the results of the Borrower's operations and changes in the financial position of its funds for the Fiscal Year.

**Section 10.3.** <u>Certificate as to No Default</u>. The Borrower shall deliver to the Authority, within one hundred and eighty (180) days after the close of each Fiscal Year, a certificate signed by an Authorized Representative stating that, during such year and as of the date of such certificate, no event or condition has happened or existed, or is happening or existing, which constitutes an Event of Default or a Default, or if such an event or condition has happened or existed, or is happening or existing, specifying the nature and period of such event or condition and what action the Borrower has taken, is taking or proposes to take to rectify it.

**Section 10.4.** <u>Additional Indebtedness</u>. The Borrower shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by or payable from a pledge of Revenues, except Subordinate Bonds or Parity Bonds.

**Section 10.5.** <u>Parity Bonds</u>. Provided the Borrower is not in default hereunder, the Borrower may issue bonds, notes or other evidences of indebtedness ("Parity Bonds") ranking on parity with the Local Bond with respect to the pledge of Revenues to (i) pay Project Costs to complete the Project, (ii) pay the cost of improvements, additions, extensions, replacements, equipment or betterments and of any property, rights or easements deemed by the Borrower to be necessary, useful or convenient for the System, (iii) refund some or all of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, or (iv) effect some combination of (i), (ii) and (iii); provided in each case the following conditions are satisfied. Notwithstanding anything contained herein to the contrary, the issuance of any such Parity Bonds must not conflict with any of the terms, conditions or restrictions applicable to the obligations of the County which are payable from or secured by the Revenues, as set forth in Exhibit F attached hereto. Further, except to the extent otherwise consented and agreed to by the Authority in writing, before any Parity Bonds are issued or delivered, the Borrower shall deliver to the Authority the following:

(a) Certified copies of all resolutions and ordinances of the Borrower authorizing the issuance of the Parity Bonds.

(b) A certificate of an appropriate official of the Borrower setting forth the purposes for which the Parity Bonds are to be issued and the manner in which the Borrower will apply the proceeds from the issuance and sale of the Parity Bonds.

(c) If the Parity Bonds are authorized for any purpose other than the refunding of the Local Bond, Parity Bonds, Existing Parity Bonds or Prior Bonds, in form and substance satisfactory to the Authority, a certificate of the Consulting Engineer, or with respect to subsection (iv)(C) below, a certificate, including supporting documentation, of the Qualified Independent Consultant, to the effect that in the opinion of the Consulting Engineer or Qualified Independent Consultant, as applicable, (i) the improvements or property to which the proceeds from the issuance of the Parity Bonds are to be applied will be a part of the System, (ii) the funds available to the Borrower from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property, (iii) the period of time which will be required to complete such improvements or acquire such property, and (iv) (A) the Parity Bond proceeds are necessary to complete the Project, (B) the failure to make such improvements or acquire or construct such property will result in an interruption or reduction of Revenues, or (C) during the first two complete Fiscal Years following completion of the improvements or the acquisition of the property financed with the proceeds of the Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 115% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from by Revenues. In providing this certificate, as applicable, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the governing body of the Borrower and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future revenues of the System to be derived under then existing contractual agreements entered into by the Borrower and from reasonable estimates of growth in the customer base of the Borrower.

(d) If the Parity Bonds are authorized solely to refund the Local Bond (with the consent of the Authority), Existing Parity Bonds, Parity Bonds or Prior Bonds, either (i) a certificate, including supporting documentation, of a Qualified Independent Consultant satisfactory to the Authority that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bond, Existing Parity Bonds, Parity Bonds or Prior Bonds to be refunded would have been outstanding which are lower than the annual debt service requirements in each such year on the Local Bond, Existing Parity Bonds, Parity Bonds or the Prior Bonds to be refunded, or (ii) a certificate, including supporting documentation, of the Qualified Independent Consultant to the effect that during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service (excluding any amounts made available by the County pursuant to the Support Agreement) will equal at least 115% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bond, this Agreement, the Parity Bonds, any Existing Parity Bonds or Prior Bonds, and all other indebtedness of the Borrower secured by or payable from Revenues. In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the factors described in the last two sentences of subsection (c) of this Section.

(e) An Opinion of Counsel satisfactory to the Authority subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement and that the certificates and documents delivered to the Authority constitute compliance with the provisions of this Section.

**Section 10.6.** <u>Further Assurances</u>. The Borrower shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, Revenues and other funds pledged or assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Borrower shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged under this Agreement

and all rights of the Authority and the Board under this Agreement against all claims and demands of all persons.

**Section 10.7.** <u>Other Indebtedness</u>. The Borrower agrees to pay when due all amounts required by any other bonded indebtedness and to perform all of its obligations in connection therewith.

Section 10.8. Assignment by Borrower. The Borrower may not assign its rights under this Agreement without the prior written consent of the Authority and the Board. If the Borrower desires to assign its rights under this Agreement to another "local government" (as defined in the Act), the Borrower shall give notice of such fact to the Authority and the Board. If the Authority and the Board consent to the proposed assignment, the Borrower may proceed with the proposed assignment, but such assignment shall not become effective until the Authority and the Board are furnished (i) an assumption agreement in form and substance satisfactory to the Authority and the Board by which the assignee agrees to assume all of the Borrower's obligations under the Local Bond and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Local Bond and this Agreement constitute legal, valid and binding obligations of the assignee enforceable against the assignee in accordance with their terms and that the assignment and assumption comply in all respects with the provisions of this Agreement. Notwithstanding the foregoing, the assignment of the rights of the Borrower under the Local Bond and this Agreement or the assumption of the obligations thereunder by the assignee shall in no way be construed as releasing the Borrower's obligations.

**Section 10.9.** <u>Davis-Bacon Act</u>. The Borrower agrees to comply with the Davis-Bacon Act and related acts, as amended, with respect to the Project and require that all laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character, as determined by the United States Secretary of Labor in accordance with Section 1450(e) of the Safe Drinking Water Act and related acts, as amended.

**Section 10.10.** <u>Operating Agreement</u>. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of the Operating Agreement. The Borrower shall enforce the terms of such agreement and use its best efforts to ensure that such agreement remains in full force and effect during the term of this Agreement.

Section 10.11. <u>American Iron and Steel</u>. The Borrower agrees to comply with all federal requirements, including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76, and related Drinking Water State Revolving Fund Policy Guidelines, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that all iron and steel products used for the Project are to be produced in the United States. The term "iron and steel products" is defined to mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete and construction materials.

**Section 10.12.** <u>Recordkeeping and Reporting</u>. The Borrower agrees to comply with all recordkeeping and reporting requirements under the Safe Drinking Water Act and related acts, as amended, including any reports required by a federal agency or the Authority, such as performance indicators of program deliverables, information on costs and progress with respect to the Project. The Borrower acknowledges that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities.

## ARTICLE XI DEFAULTS AND REMEDIES

**Section 11.1.** <u>Events of Default</u>. Each of the following events shall be an "Event of Default":

(a) The failure to pay when due any payment of principal or Cost of Funds due hereunder or to make any other payment required to be made under the Local Bond or this Agreement;

(b) The Borrower's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of thirty (30) days after the Authority gives the Borrower written notice specifying such failure and requesting that it be cured, unless the Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable but cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false or misleading in any material respect;

(d) The early termination of the Funding Agreement pursuant to Sections 5.3(b) and (c) thereof;

(e) The occurrence of a default by the Borrower under the terms of any Subordinate Bonds, Parity Bonds, Existing Parity Bonds or Prior Bonds and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder;

(f) An order or decree shall be entered, with the Borrower's consent or acquiescence, appointing a receiver or receivers of the System or any part thereof or of the Revenues thereof, or if such order or decree, having been entered without the Borrower's consent or acquiescence, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof;

(g) Any proceeding shall be instituted, with the Borrower's consent or acquiescence, for the purpose of effecting a composition between the Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from or secured by Revenues; or

(h) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Borrower under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Borrower, is not dismissed within sixty (60) days after filing.

**Section 11.2.** <u>Notice of Default</u>. The Borrower agrees to give the Authority prompt written notice if any order, decree or proceeding referred to in Section 11.1(f), (g) or (h) is entered or instituted against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

**Section 11.3.** <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 11.1 shall have happened and be continuing, the Authority shall, in addition to any other remedies provided herein or by law, including rights specified in Section 62.1-237 of the Act, have the right, at its option without any further demand or notice, to take one or both of the following remedial steps:

(a) Declare immediately due and payable all payments due or to become due on the Local Bond and under this Agreement, and upon notice to the Borrower, the same shall become immediately due and payable by the Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due on the Local Bond and under this Agreement or to enforce any other of the Fund's, the Authority's or the Board's rights under this Agreement or to enforce performance by the Borrower of its covenants, agreements or undertakings contained herein or in the Local Bond.

**Section 11.4.** <u>Delay and Waiver</u>. No delay or omission to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein, and every such right or power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Default or Event of Default under this Agreement shall extend to or shall affect any subsequent Default or Event of Default or shall impair any rights or remedies consequent thereto.

**Section 11.5.** <u>State Aid Intercept</u>. The Borrower acknowledges that the Authority may take any and all actions available to it under the laws of the Commonwealth of Virginia, including Section 62.1-216.1 of the Virginia Code, to secure payment of the principal of and Cost of Funds on the Local Bond, if payment of such principal or Cost of Funds shall not be paid when the same shall become due and payable.

#### ARTICLE XII MISCELLANEOUS

Section 12.1. <u>Successors and Assigns</u>. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 12.2. <u>Amendments</u>. The Authority and the Borrower, with the written consent of the Department, shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the Authority and the Borrower; provided, however, that the written consent of the Department shall not be required for the Authority and the Borrower to amend Articles I, V, IX and XI or Sections 10.4 and 10.5 of this Agreement.

**Section 12.3.** <u>Limitation of Borrower's Liability</u>. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Borrower's obligations are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Borrower and the Borrower shall not be obligated to pay the principal of or the Cost of Funds on the Local Bond or other costs incident thereto except from the Revenues and other funds pledged therefor. In the absence of fraud, no present or future director, official, officer, employee or agent of the Borrower shall be liable personally in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 12.4. <u>Applicable Law</u>. This Agreement shall be governed by the applicable laws of Virginia.

**Section 12.5.** <u>Severability</u>. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or Section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Authority and the Borrower, as the case may be, only to the extent permitted by law.

**Section 12.6.** <u>Notices</u>. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed as follows:

Fund:	Virginia Water Supply Revolving Fund c/o Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Authority:	Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219 Attention: Executive Director
Board:	Virginia Department of Health 109 Governor Street Richmond, VA 23219 Attention: State Health Commissioner
Borrower:	The Russell County Public Service Authority P. O. Box 3219 Lebanon, VA 24266 Attention: Executive Director

A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. The Authority, the Board and the Borrower may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

**Section 12.7.** <u>Right to Cure Default</u>. If the Borrower shall fail to make any payment or to perform any act required by it under the Local Bond or this Agreement, the Authority without prior notice to or demand upon the Borrower and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by the Authority and all costs, fees and expenses so incurred shall be payable by the Borrower as an additional obligation under this Agreement, together with interest thereon at the rate of interest of five percent (5.0%) per annum until paid. The Borrower's obligation under this Section shall survive the payment of the Local Bond.</u>

**Section 12.8.** <u>Headings</u>. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

**Section 12.9.** <u>Term of Agreement</u>. This Agreement shall be effective upon its execution and delivery, provided that the Local Bond previously or simultaneously shall have been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Borrower under this Agreement.

Section 12.10. <u>Commitment Letter</u>. The Commitment Letter is an integral part of this Agreement and shall survive closing hereunder.

Section 12.11. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

WITNESS the following signatures, all duly authorized.

#### VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Its: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Its:

#### ACKNOWLEDGED, CONSENTED AND AGREED TO:

#### COUNTY OF RUSSELL, VIRGINIA

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

Its: \_\_\_\_\_

#### EXHIBIT A

#### FORM OF LOCAL BOND THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

[To Come from Borrower's Bond Counsel]

#### EXHIBIT B

#### PROJECT DESCRIPTION THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

The Project involves the extension of waterlines and water service to the Thompson Creek and Tunnel Road areas, together with related expenses.

#### EXHIBIT C

#### PROJECT BUDGET THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

[To Come]

#### EXHIBIT D

#### OPINION OF BORROWER'S BOND COUNSEL THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

[To Come from Borrower's Bond Counsel]

#### **EXHIBIT E**

#### REQUISITION FOR DISBURSEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

#### [LETTERHEAD OF BORROWER]

[Date]

Steven D. Pellei, P.E., Director Office of Drinking Water, 6th Floor Virginia Department of Health 109 Governor Street Richmond, VA 23219

Re: Virginia Water Supply Revolving Fund The Russell County Public Service Authority Loan No. WSL-020-15E

Dear Mr. Pellei:

This requisition, Number \_\_\_\_\_, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of \_\_\_\_\_\_1, 20\_\_\_ (collectively, the "Agreements") between the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the "Fund"), and The Russell County Public Service Authority (the "Borrower"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Agreements. The undersigned Authorized Representative of the Borrower hereby requests disbursement of loan proceeds under the Agreements in the amount of \$\_\_\_\_\_, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Borrower for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition. In addition, the undersigned certifies that the Borrower has conducted adequate oversight for compliance with the Davis-Bacon Act and related acts through (a) the review of payrolls and associated certifications, (b) the conducting of employee interviews, and (c) the posting of all wage determinations and additional classifications (as appropriate) on the work site, and through this oversight, the Borrower has determined to the best of its ability that the Project complies with the requirements of the Davis-Bacon Act and related acts. The Borrower further

certifies that all products included in this request satisfy the appropriate provisions of the American Iron and Steel requirements included in the Agreements.

The undersigned further certifies that (a) no Event of Default or Default has occurred and is continuing, and no condition exists which, with the passing of time or with the giving of notice or both, would constitute an Event of Default hereunder, and (b) the representations and warranties of the Borrower contained in the Agreements are true, correct and complete and the Borrower has performed all of its obligations thereunder required to be performed as of the date hereof.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work.

Sincerely,

(Authorized Representative of the Borrower)

Attachments

cc: VDH Project Engineer (with all attachments)

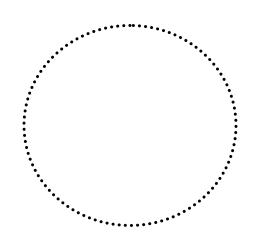
#### CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-020-15E

This Certificate is submitted in connection with Requisition Number \_\_\_\_\_, dated \_\_\_\_\_\_, 20\_\_\_\_, submitted by The Russell County Public Service Authority. Capitalization terms used herein shall have the same meanings set forth in Article I of the Agreements referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

[Consulting Engineer]

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

#### SCHEDULE 1 VIRGINIA WATER SUPPLY REVOLVING FUND FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

#### REQUISITION # \_\_\_\_\_ BORROWER: THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY LOAN NUMBER: WSL-020-15E

# CERTIFYING SIGNATURE: \_\_\_\_\_\_\_\_

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures to Date	Net Balance Remaining
TOTALS:					

Total Loan Amount \$\_\_\_\_\_ Previous Disbursements \$\_\_\_\_\_ This Request \$\_\_\_\_\_ Loan Proceeds Remaining \$\_\_\_\_\_

#### EXHIBIT F

#### PRIOR BONDS, EXISTING PARITY BONDS AND SPRINGING PARITY BONDS THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

#### **Prior Bonds:**

None

#### Existing Parity Bonds:\*

\$672,000 Russell County Series 1988 Water Revenue Bond (Sword's Creek Project)

\$900,000 Russell County Sewer Revenue Bond, Series 1996 (Dante Project) (to the extent secured by water revenues)

\$119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (Lynn Springs Project)

\$935,690 Russell County Revenue Bond Series 2001A (Big A Mountain Project)

\$344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project)

\$99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project)

\$325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley – Big A Mountain Interconnection Project)

\$1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project)

\$103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project)

\$700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project)

\$3,537,000 Water Revenue Refunding Bond, Series 2014

\$93,071 The Russell County Public Service Authority Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension)

\$294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project

WSL-021-15)

\$445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project WSL-023-15E)

[\$\_\_\_\_\_ Water Revenue Bond, Series 2017 (Fincastle Estates Waterline Extension Project (WSL-022-15E))]

#### Springing Parity Bonds:\*

\$1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project)

\$822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project) Series 2002A

\$556,538 Russell County Revenue Bond Series 2005A (Drill Mountain Project)

\$91,439 Russell County Revenue Bond Series 2005B (Clark's Valley – South Extension Water Project)

\$1,906,717 Russell County Revenue Bond Series 2005E (Belfast - Rosedale Project)

\$415,518 Russell County Revenue Bond Series 2006A (Miller Creek / Frank's Hollow / Honeysuckle Lane Project)

\$197,179 Russell County Revenue Bond Series 2007A (Belfast – Highlands and Yates Project)

\$1,534,941 The Russell County Public Service Authority Revenue Bond Series 2008A (Big A Mountain Phase II Project)

<sup>\*</sup> The Existing Parity Bonds and Springing Parity Bonds, which have been issued by the County, are secured, in part, by a pledge of the Revenues received by the Borrower from the System pursuant to the Operating Agreement.

#### **EXHIBIT G**

#### SUPPORT AGREEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

THIS SUPPORT AGREEMENT is made as of the first day of \_\_\_\_\_, 2017, by and among the BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA (the "Board"), acting as the governing body of the County of Russell, Virginia (the "County"), THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY (the "Borrower"), and the VIRGINIA RESOURCES AUTHORITY (the "Authority"), as Administrator of the VIRGINIA WATER SUPPLY REVOLVING FUND and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the "Financing Agreement"), between the Authority and the Borrower, and acknowledged, consented and agreed to by the County.

#### **RECITALS:**

**WHEREAS,** the Borrower was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended) and owns and/or and operates and leases the System in the County; and

WHEREAS, the Borrower has determined that it is in its best interest to issue and sell a water system revenue bond in an original aggregate principal amount not to exceed \$\_\_\_\_\_ (the "Local Bond") to the Authority pursuant to the terms of the Financing Agreement in order to finance the Project; and

**WHEREAS,** the Board adopted on \_\_\_\_\_\_, 20\_\_\_ a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

#### **AGREEMENT**

**NOW, THEREFORE,** for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than May 15 of each year, beginning May 15, 20\_\_, the Borrower shall notify the Board of the amount (the "Annual Deficiency Amount") by which the Borrower reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the County's fiscal year beginning the following July 1.

4. The County Administrator of the County (the "County Administrator") shall include the Annual Deficiency Amount in his budget submitted to the Board for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the Authority within ten days after the adoption of the County's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the Board has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 3 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Board in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 5 above to the Board, and the Board shall consider such request, at the Board's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County by the County Administrator for the County's next fiscal year.

7. The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to paragraphs 4 and 5 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

8. The Board acknowledges that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County, nor shall anything herein contained legally bind or obligate the Board to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to P.O. Box 1208, Lebanon, VA 24266, Attention: County Administrator, (ii) if to the Borrower, to P. O. Box 3219, Lebanon, VA 24266, Attention: Operations Manager, and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

**IN WITNESS WHEREOF,** the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

# **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA**

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

Title: \_\_\_\_\_

# THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

Title: \_\_\_\_\_

#### VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Supply Revolving Fund

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

Title: \_\_\_\_\_

#### EXHIBIT H

#### FORM OF BUDGET THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY THOMPSON CREEK/TUNNEL ROAD WATERLINE EXTENSION PROJECT WSL-020-15E

#### (To Be on Borrower's Letterhead)

[Date]

Executive Director Virginia Resources Authority 1111 East Main Street, Suite 1920 Richmond, VA 23219

Dear Mr./Ms. \_\_\_\_:

Pursuant to the Financing Agreement[s] between Virginia Resources Authority and The Russell County Public Service Authority, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues <sup>1</sup>	Operation & Maintenance Expense	Net Revenues Available for Debt Service (Revenues – O&M Expense)	Debt Service	<b>Coverage</b> (Net Revenues Available for Debt Service/Debt Service)

<sup>1</sup> Of the amount set forth here as Revenues, \$\_\_\_\_\_\_\_ is derived from a transfer from the County of Russell, Virginia's general fund pursuant to the Support Agreement.

All capitalized terms used herein shall have the meaning set forth in the Financing Agreement[s].

Very truly yours,

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

Its: \_\_\_\_\_



Board of Supervisors 137 Highland Drive Lebanon, VA 24266

Meeting: 7/10/17 3:00 PM

## **County Administrator Reports & Requests**

The County Administrator Reports & Request for July 2017:

1.	Boy Scout Troop 408 "Eagle Scout Court of Honor"E-1
2.	RC Faith-Based Forum on Community Development & SupportE-2
3.	VACO 2017 Regions 12 & 13 Legislative ForumE-3
<u>RE</u>	QUESTS
4.	Authorization of June 13, 2107 Democratic & Republican Primary Election Abstract of VotesF-1
5.	Authorization of August 2017 Public Hearing for Courthouse Construction and Maintenance FeeF-2
<b>6</b> .	Authorization to Increase the RC Treasury Petty Cash AccountF-3
7.	Authorization of Resolution for Continuation of Funding for the CRVIF-4
8.	Authorization of Resolution Public Notice of RC Intent to Abandon Route 9766, Route 9532, and Route 9806F-5
9.	Authorization of Contract and Appropriation of Funding with the Center of Natural Capital "StreamSweepers" to Clean the Clinch RiverF-6
10	Authorization to Advertise and Hire a Housekeeping SupervisorF-7
	STAFFRECOMMENDATION(s):

Board Discretion.

#### SUGGESTED MOTION(s):

Board Discretion.

#### ATTACHMENTS:

• Various

Eagle Scout is the **highest advancement** rank in Boy Scouting. Since 1912 more than two million Boy Scouts have earned the Eagle Scout rank. In the words of the Eagle Scout Promise, Eagles do their **best** each day to make their training an example, their rank and their **influence** count strongly for better Scouting and for better **citizenship** in their troop, in their community, and in their contacts with other people. To this they pledge their **sacred honor**.



 $\star$  EAGLE SCOUT COURT OF HONOR  $\star$ 



#### **Court of Honor Program**

Call to Order	Levi Horton
Present the Colors	All Scouts
Welcome	Steve Linkous
Invocation	Allen Thiel
Recognitions of all Eagle Scouts Significance of Scouting & Eagle Scout Rank	Tommy King
Scout Oath & Law	
Trail of the Eagle	Steve Linkous
Requirements of the Eagle Rank	Mark Greer & Allen Thiel
Voice of the EagleLe	Brian Hess, Gabe Hess, vi Horton, & Tommy King
Personal History & Description of Projects	Steve Linkous
Eagle Pledge	Brian Hess
Eagle Presentation Kit	James Chaffin, Mark Greer, & Daniel Hess
Presentation of Troop Gift, Plaque, & Certificate	Mark Greer & Steve Linkous
Eagle Scout Charge	Brian Hess
Eagle Scout Response	Eagle Candidates

Scoutmaster's Moment	Daniel Hess
Invitation to reception Benediction	Sheriff Steve Dye
Closing	Levi Horton
Retire the Colors	All Scouts

#### Scout Oath

On my honor I will do my best to do my duty to God and my country and to obey the scout law; to help other people at all times; to keep myself physically strong, mentally awake, and morally straight.

Scout Law

A scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

#### Thank you for sharing this occasion with us.

Please join us following the ceremony for lunch at The Connection.

#### **One Hundred Scouts**

Of any one hundred boys who become Scouts, it must be confessed that thirty will drop out in their first year. Perhaps this may be regarded as a failure, but later in life, all of these will remember that they had been in Scouting and will speak well of the program.

Of the one hundred, only rarely will one ever appear before a juvenile court judge. Twelve of the one hundred will be from families that belong to no church. Through Scouting, these twelve and many of their families will be brought into contact with a church and will continue to be active all their lives. Six of the one hundred will become pastors.

Each of the one hundred will learn something from Scouting, and all will develop hobbies that will add interest throughout the rest of their lives. Approximately one-half will serve in the military, and in varying degrees, profit from their Scout training. At least one will use it to save another person's life, and many may credit it for saving their own.

Four of the one hundred will reach Eagle rank, and at least one will later say that he valued his Eagle above his college degree. Many will find their future vocation through merit badge work and Scouting contacts. Seventeen of the one hundred boys will become adult leaders and will give leadership to thousands of additional boys.

One in four boys in America will become Scouts, but it is interesting to know that of the leaders of this nation in business, religion and politics, three out of four were Scouts.

This story will never end. Like the 'Golden Pebble' of service dropped into the human sea, it will continue to radiate in ever-widening circles, influencing the characters of men through unending time.

-Drew Gregory

#### Thank You!

Thank you to all of the Scout Leaders, teachers, friends, family, and everyone else that has helped to make this day possible. Because of your leadership, friendship, guidance, patience, encouragement, and perseverance you have helped these boys to conquer a trail that many others will not complete.

## Boy Scout Troop 408 EAGLE SCOUT COURT OF HONOR

#### For

Jaxon Hess Luke Horton Elijah Joyce Anthony King Brandon Linkous Griffin McAvoy Ethan Skeen Joshua Thiel

Saturday, June 3, 2017

10:00 A.M

#### Lebanon Community Fellowship

#### Scout Oath

On my honor I will do my best To do my duty to God and my country And to obey the Scout Law; To help other people at all times; To keep myself physically strong, mentally awake, and morally straight.



BOY SCOUTS OF AMERICA www.scouting.org

34377

Thank you for attending our cogle scort coem and for the place It was an honor to have you then

-Elijah Joyce

λ. -

# FAITH-BASED FORUM

JULY 27, 2017 9:00 AM — 11:00 AM RUSSELL COUNTY CONFERENCE CENTER 139 HIGHLAND DRIVE LEBANON, VA 24266

We are asking for one representative from each church in Russell County to please attend.

Please RSVP no later than July 24, 2017 at (276) 889-8000 or kaylin.ervin@russellcountyva.us

BREAKFAST WILL BE PROVIDED.





The Virginia Association of Counties invites you to join us at the 2017 VACo Regions 12 & 13 meeting on **Thursday, June 29 from 6 to 8 p.m.** at the Washington County Board Auditorium at 1 Government Center Place, Abingdon, 24210.

Expected attendance includes Board Chairs, Vice Chairs, Supervisors, Legislators, Planning District Commissioners and County Administrators and Executive Staff from Bland, Buchanan, Carroll, Dickenson, Grayson, Lee, Pulaski, Scott, Smyth, Tazewell, Washington, Wise and Wythe counties.

## VACo 2017 Regions 12 & 13 Meeting Agenda

#### WELCOME

Timothy A. Reeves | Supervisor, Wythe County & Region 12 Director, VACo Board of Directors Larry R. Mosley | Supervisor, Lee County & Region 13 Director, VACo Board of Directors Dean Lynch | Executive Director, VACo

#### VACo EDUCATION

TBD

#### **CONVERSATIONS WITH STATE LEGISLATORS (Invited)**

Senator **Charles W. "Bill" Carrico** (40<sup>th</sup> Senate District) Senator **Ben Chafin** (38<sup>th</sup> Senate District) Senator **David R. Suetterlein** (19<sup>th</sup> Senate District) Senator **William M. Bill Stanley** (20<sup>th</sup> Senate District) Delegate **Jeffrey L. Campbell** (6<sup>th</sup> House District) Delegate **Terry G. Kilgore** (1<sup>st</sup> House District) Delegate James W. "Will" Morefield (3<sup>rd</sup> House District) Delegate Israel D. O'Quinn (5<sup>th</sup> House District) Delegate Todd E. Pillion (4<sup>th</sup> House District) Delegate Nick Rush (7<sup>th</sup> House District) Delegate Joseph R. Yost (12<sup>th</sup> House District)

#### **ROUND TABLE DISCUSSION OF LOCAL ISSUES**

Bland County | Buchanan County | Carroll County | Dickenson County | Grayson County | Lee County Pulaski County | Russell County | Scott County | Smyth County | Tazewell County Washington County | Wise County | Wythe County



Cast in RUSSELL COUNTY, VIRGINIA at the 2017 June Democratic Primary Election held on June 13, 2017 for,

#### Governor

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED (IN FIGURES)

Ralph S. Northam - Democratic			172
Tom S. Perriello - Democratic			94
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]			0
Total Number of Overvotes for Office		12 11	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on June 13, 2017, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Governor.

#### Ralph S. Northam - Democratic

Given under our hand	ds this 14th day of fair	ne, 2017
CTORAL BO	alward. 5 selade	, Chairman
Contraction of the second	Neber W. Scott	, Vice Chairman
	Horry J. Murk	, Secretary
	Hours Hork	, Secretary, Electoral Board
COUNTY, VRON		æ

Cast in RUSSELL COUNTY, VIRGINIA at the 2017 June Democratic Primary Election held on June 13, 2017 for,

#### **Lieutenant Governor**

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED (IN FIGURES)

Justin E. Fairfax - Democratic	116
Susan S. Platt - Democratic	112
Gene J. Rossi - Democratic	29
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	0
Total Number of Overvotes for Office	

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on June 13, 2017, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Lieutenant Governor.

Justin E. Fairfax - Democratic

Given under our hand	ds this 14th day of	June, 2017
SECTORAL BOAR	Juna 2 Sinder	, Chairman
	New 54. Sar	, Vice Chairman
	Harry & Mos	, Secretary
Service And Service	Harry Mon	, Secretary, Electoral Board
COUNTY, VIRE	1 10	

Cast in RUSSELL COUNTY, VIRGINIA at the 2017 June Republican Primary Election held on June 13, 2017 for,

#### Governor

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED (IN FIGURES)

Corey A. Stewart - Republican	428
Edward W. "Ed" Gillespie - Republican	129
Frank W. Wagner - Republican	15
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	0
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on June 13, 2017, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Governor.

Corey A. Stewart - Republican

Given under our hand	s this 14th day of Jun	e, 2017
FORAL PO.	alman 5 inlut	, Chairman
SHC ON COARD	Herbert W. Scott	, Vice Chairman
: ::	Farry O'Mont	, Secretary
THE OPPORTUNITY	Horry J. More	, Secretary, Electoral Board
SELL COUNTN.		

Cast in RUSSELL COUNTY, VIRGINIA

at the 2017 June Republican Primary Election held on June 13, 2017 for,

### **Lieutenant Governor**

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED (IN FIGURES)

Bryce E. Reeves - Republican	205
Glenn R. Davis, Jr Republican	161
Jill H. Vogel - Republican	161
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	0
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on June 13, 2017, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Lieutenant Governor.

Bryce E. Reeves - Republican

Given under our hands this _	14th day of June	
TOPALD	Augue & Campo	, Chairman
The CLONAL BOARD AL	whent W. Scall	, Vice Chairman
	Farry S. Mont_	, Secretary
ENTITIES OF	Lawry J. north	, Secretary, Electoral Board
SEL COINTY, NRS	00	



# VIRGINIA COURTHOUSE FACILITY GUIDELINES

The 2015 edition was made possible with the support of Grant No. SJI-13-T-204 from the State Justice Institute (SJI).



Prepared by: Don Hardenbergh Court works Williamsburg, Virginia

For

Office of the Executive Secretary Supreme Court of Virginia Richmond, Virginia

# CHAPTER 3 - RESPONSIBILITY FOR PROVIDING FACILITIES AND FINANCING COURTHOUSE CAPITAL PROJECTS

#### I. LOCAL GOVERNMENT RESPONSIBLE FOR PROVIDING COURTHOUSE

Localities in Virginia are required by <u>Va. Code § 15.2-1638</u> to provide courthouses and suitable facilities for the judges and staff of district and circuit courts, including Circuit Court Clerks, and upon request space for the Commonwealth Attorney. The costs of doing so are to be paid by the locality and facilities are to be provided in government owned property and not leased. This has traditionally been a responsibility of local government in Virginia.

If the court facilities are deemed to be insufficient or inadequate, the Code of Virginia sets out a process that can be used to compel improvements to a court facility by local Circuit Courts (§ 15.2-1643). Dating at least to the early 1900s, this process has been used by Circuit Court judges to force jurisdictions to update and upgrade their court facilities. Over the past 15 years this process has been used in a number of communities, including Williamsburg/James City County, Rockbridge County, Dickenson County, and the City of Portsmouth.

If a county plans to construct a courthouse at a new location which is not adjacent to the existing courthouse, <u>Va. Code §§ 15.2-1644</u> and <u>15.2-1646</u> requires citizen approval through a referendum.

#### II. FINANCING CAPITAL IMPROVEMENTS

There are two court fees that may be collected for the purpose of funding courthouse maintenance and construction. Under a statute first adopted in 1990, <u>Va. Code§ 17.1-281</u>, localities may assess up to a \$2 fee on all civil, criminal, traffic and local ordinance cases for the purposes of construction, renovation, or maintenance of the courthouse or jail and court-related facilities and to defray increases in the cost of heating, cooling, electricity, and ordinary maintenance. The money raised by this fee, however, is generally insufficient to fund most courthouse construction projects and according to JLARC the money has generally been placed in the locality's general fund to offset facility building maintenance (JLARC, *Operational and Capital Funding for District and Circuit Courts*, 2009).

Since 2009, localities may assess an additional \$3 fee per case, specifically for courthouse construction as long as the Department of General Services (DGS) certifies the courthouse as noncompliant with the *Virginia Courthouse Facility Guidelines*. The circuit court clerk is responsible for collecting courthouse fees and transferring them to the local treasurer. This money is "solely for the construction, reconstruction, renovation of, or adaptive re-use of a structure for a courthouse." <u>Va. Code § 17.1-281 (D)</u>.

According to DGS, during the first five years of the act 29 jurisdictions requested such certification by DGS.

#### VIRGINIA COURTHOUSE FACILITY GUIDELINES RESPONSIBILITY FOR PROVIDING FACILITIES AND FINANCING COURTHOUSE CAPITAL PROJECTS

Localities wishing to impose this \$3 filing fee must submit a self-evaluation of their court facility to DGS, indicating how their facility is non-compliant with the Virginia Courthouse Facility Guidelines. A DGS building inspector then conducts an on-site inspection of the facility to confirm that it is out of compliance. DGS reviews the case and issues a certification of noncompliance, which then authorizes the locality to adopt an ordinance imposing the fee. The locality must reimburse DGS for the site visit and other related costs, which according to DGS have generally been in the range of \$1,100 to \$1,400 in localities that have been certified.

The most common financing arrangement is the general obligation bond. There are basically three options when it comes to financing a capital project such as a courthouse: 1) financing without debt, 2) financing with short-term debt, and 3) financing with long-term debt.

It is usually not possible to finance a capital improvement project out of operating funds. In Virginia, as noted earlier, local governments may charge a filing fee to cover improvements to the courthouse. The amount of funds that can be generated through this method however are generally not enough to fund anything but small renovation or improvement projects. When the indebtedness is not large and the time needed to retire the debt is short, the use of short-term debt, such as grant anticipation notes, tax anticipation notes, and lines of credits, or bonds that can be retired in less than five years may be possible. Such funding mechanisms however may best be reserved for initiating a project when there is a need to get a project started quickly or for minor renovations.

As noted earlier most courthouse projects are financed with long-term debt, such as general obligation bonds. There are however some alternatives that may be used. Long term financing can be broken down into public financing options and private financing options.

#### A. Public Financing

Early in the planning process it will usually be necessary to provide some funding for expenses and to hire an architect or courts planner to conduct a review of the current facilities and a needs assessment. This may be funded out of general revenues, as is usually the master plan if one is to be done. Once a decision has been made to go forward with the project it is necessary to secure more substantial funding to cover not only the design architect fees but the site acquisition and construction costs. With very few exceptions this will require some form of loan. Two of the most prevalent public funding options are general obligation bonds and revenue bonds. The choice of which method to use may depend on the length of the project, the political viability of public funding that normally requires a referendum, and the expected life of the building.

#### 1. General Obligation Bonds (GOB)

General obligation bonds are the most commonly used means of financing longterm large public capital improvement projects. They are relatively inexpensive

#### VIRGINIA COURTHOUSE FACILITY GUIDELINES RESPONSIBILITY FOR PROVIDING FACILITIES AND FINANCING COURTHOUSE CAPITAL PROJECTS

and easy to sell, assuming a good bond rating. The use of GOBs, however, requires voter approval, which is sometimes difficult to receive. The public's appetite for expensive public works projects is limited and courts have to compete with other needs such as schools and roads. If obtained, however, voter approval can insulate public officials from later criticisms. Besides anticipated voter rejection, other disadvantages include 1) tax and debt limitations; 2) need to proceed quickly 3) poor bond ratings, and 4) the desire to avoid restrictive laws in the construction of public buildings.

#### 2. Revenue Bonds

Revenue bonds financing is available through a variety of public agencies such as a local industrial development authority. The advantage of revenue bonds is that they circumvent the lengthy and unpredictable political process required with GOBs and there may be some latitude in applying laws governing the construction of public buildings.

#### **B.** Private Financing

Private financing is becoming more popular as communities seek ways to leverage their tax revenues to greater advantage to finance long needed capital improvements. In general private financing works much like a home mortgage. A private entity provides the funds to construct the facility and the local government body then buys back the facility through a lease purchase agreement that may last 30 years. The loans are paid back through possible revenue that may be generated by the property or through general tax revenue.

1. Certificates of Participation (COPS)

One private financing method is the use of certificates of participation (COPs) which can be used as an alternative to GOBs. The COP is based on sale of interests in lease revenue from a capital project; for instance, the revenue from a parking garage that is constructed as part of the project or a bridge for which tolls are levied.

2. Private Educational Facilities Infrastructure Act

In Virginia, as well as a number of other states, the use of lease/purchase arrangements through a private builder/developer is becoming a more common method of financing public facilities.

In Virginia, the Public-Private Education and Infrastructure Act of 2002 (PPEA) was intended to bring private sector expertise to bear on public capital improvement projects, thus saving time and money. It allows private entities, to "acquire, design, construct, improve, renovate, expand, equip, maintain or operate

#### VIRGINIA COURTHOUSE FACILITY GUIDELINES RESPONSIBILITY FOR PROVIDING FACILITIES AND FINANCING COURTHOUSE CAPITAL PROJECTS

qualifying projects." Its purpose is to encourage innovative approaches to financing construction and renovation of public facilities. Qualifying facilities must be devoted primarily to public use, typically involving public health, safety, and welfare. The Act grants responsible public entities the authority to create public-private partnerships if it is determined that private involvement may be able to deliver the project in a more timely or cost-effective fashion or lead to improvements in the public entities' processes or delivery of services.

The private partner provides cost or completion guarantees for which it is given an equity investment in the project. The project requires a dedicated revenue stream with which to pay back the investors. Financing options might include the use of special purpose entities, sale and lease-back transactions, enhanced use leasing, property exchanges, development agreements, conduit financing and other methods allowed by law. Inherent in this type of financing arrangement is the need for the local governing body to identify the source of revenue that will support the lease payments for the term of the agreement.

This method eases many of the front-end political problems of GOBs and other methods requiring public approval. The retirement of the debt shows up in the operating budget in the form of rental or lease costs. It provides good cost controls because there is a single entity which is accountable and there is less likelihood of cost-related changes in the project, the project can be completed faster and there is less likelihood of delays, and it defers the need for public funds because the builder picks up a lot of the early costs. Other benefits include:

- A private enterprise can bring expertise and efficiencies to the project that would not otherwise be available to a public construction project;
- The private enterprise, not the government entity, incurs the long term debt. Therefore, voter approval is not required and the governmental entity's debt load is not affected;
- The cost of the project can be distributed to the government over a longer period of time;
- The overall cost of the project may be less, based on the assumption that the project will be completed in a shorter time frame and construction costs are expected to increase over time;
- The loan does not affect the debt load of the governmental entity;
- The private enterprise carries the risks associated with the project, including cost overruns and delays; and
- Ongoing maintenance of the facility can be a component of the agreement with performance.

Some of the drawbacks of this method are that the project scope and cost may not be defined until late in the process giving the local governing body and court less control over design issues, the learning curve for public officials and the public means they may be apprehensive of the process, questions of whether the best possible price was obtained, and the lengthy and complicated negotiations. Also, the public entity may lose some control over the design process because cost control becomes a critical factor in order to maintain the viability of the project. Other disadvantages are:

- A P3 project bypasses public approval and subjects the project, the funding body, and the governing entity to resistance from the voters/general public.
- Experience to date with P3 projects demonstrates that these projects receive a limited number of bidders; typically one to three entities submit bids. This reduced competition could be detrimental; in contrast, competition among a larger number of bidders generally reduces the overall cost and increases the quality of a project.
- The overall payment for the P3 financing may be higher than a traditional financing method, given that a private entity pays higher interest rates than government entities to borrow money. A P3 project also includes a profit margin for the private entity.
- The financing for a P3 project typically extends out over a longer period of time than in a traditional building model, with the court leasing the facility over a period of up to thirty years.

To date, PPEA has been adopted in Virginia and several other states including Florida, Texas, Utah, Maryland, Arizona, California, and Michigan.

## **Russell County Virginia**

"The Heart of Southwest Virginia"

Tim Lovelace District 1

Lou Ann Wallace District 2

Carl Rhea District 3 Steve Breeding, Chairman District 5

David Eaton, Vice-Chairman District 4 Rebecca Dye District 6

Mark Mitchell At-Large

Lonzo Lester County Administrator

### Resolution for the Continuation of Funding for the Clinch River Valley Initiative July 10, 2017

*Whereas*, in 2010 a forum on revitalizing local economies in Southwest Virginia was initiated by the Institute for Environmental Negotiation at the University of Virginia in Charlottesville, and;

*Whereas*, in 2012 this initiative received 34 Resolutions of support from Tazewell, Russell, Wise, and Scott counties and became what is known today as CRVI, and;

*Whereas,* this regional initiative has now for seven years maintained and pursued the following goals:

- Develop a Clinch River State Park
- Develop and Integrate Access Points, Trails, and Campgrounds along the Clinch River
- Enhance Water Quality in the Clinch River
- Develop and Enhance Environmental Education Opportunities for Community Members in the Clinch River Watershed
- Connect and Expand Downtown Revitalization, Marketing and Entrepreneurial Development Opportunities in the Clinch River Valley and;

*Whereas*, the CRVI initiative funding has had two dedicated fiscal agents, Friends of Southwest Virginia and the Upper Tennessee River Roundtable as well as other local, regional, and state partners, and;

Whereas, such funding is slated for termination in the fall of 2017, and;

*Whereas*, We the Russell County Board of Supervisors wish for our Virginia legislators to assist in seeking state funding for the continuation of CRVI in reaching its economic goals.

*Now, Therefore Be It Resolved,* that the Russell County Board of Supervisors unanimously request that Virginia Senator Ben Chafin, Virginia Delegate Terry Kilgore, Virginia Delegate Todd Pillion, and Virginia Delegate Will Morefield make every effort to seek such funding for the continuation and the ongoing economic success of the Clinch River Valley Initiative.

Recorded Vote:	A COPY TEST:
Moved by:	
Seconded by:	
Yeas:	Co
Nays:	Lonzo Lester, County Administrato
CREATED	
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Russell County Government Center 137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011 www.russellcountyva.us

## Russell County Virginia

"The Heart of Southwest Virginia"

Tim Lovelace District 1

Lou Ann Wallace District 2 Steve Breeding, Chairman District 5

Carl Rhea District 3 David Eaton, Vice-Chairman District 4 Rebecca Dye District 6

Mark Mitchell At-Large

Lonzo Lester County Administrator

The Board of Supervisors of Russell County, in regular meeting on the 10th day of July, 2017, adopted the following:

## **RESOLUTION**

**WHEREAS**, it appears to this Board that Secondary Route 9766 from Route 666 to Dead End, a distance of 0.16 miles; Route 9532 from Route 661 to End Loop, a distance of 0.11 mile; and Secondary Route 9806 from Route 613 West to Route 613 East, a distance of 0.07 mile(s), serves no public necessity and is no longer necessary as a part of the Secondary System of State Highways.

**NOW, THEREFORE, BE IT RESOLVED**: The Clerk of the Board is directed to post and publish notice of the Board's intent to abandon the aforesaid section(s) of Route 9766, Route 9532, and Route 9806, pursuant to §33.2-909 of the Code of Virginia, as amended.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Commissioner of the Virginia Department of Transportation.

**RESOLVED** this 10<sup>th</sup> day of July, 2017, by the following vote:

Recorded Vote:	A COPY TEST:
Moved by:	
Seconded by:	THE HEART OF
Yeas:	
Nays:	Lonzo Lester, County Administrator

Russell County Government Center 137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011 www.russellcountyva.us

## Russell County Virginia "The Heart of Southwest Virginia"

Tim Lovelace District 1

Lou Ann Wallace District 2

Carl Rhea District 3 Steve Breeding, Chairman District 5

David Eaton, Vice-Chairman District 4 Rebecca Dye District 6

Mark Mitchell At-Large

Lonzo Lester County Administrator

## NOTICE OF PROPOSED ROAD ABANDONMENT

ROUTE 9766: old Clinch River Elementary School ROUTE 9806: old Oak Grove Elementary School ROUTE 9532: old Cleveland Elementary School

Pursuant to \$33.2-909 Code of Virginia, the Board of Supervisors of Russell County will consider abandonment of Route 9766 at the old Clinch River Elementary School from Route 666 to Dead End, a distance of 0.16 mile(s); Route 9532 at the old Cleveland Elementary School from Route 661 to End Loop, a distance of 0.11 mile; and Route 9806 at the old Oak Grove Elementary School from Route 613 West to Route 613 East, a distance of 0.07 mile(s). Anyone wishing a public hearing be held by the Board of Supervisors prior to its consideration of this proposed abandonment should contact the County Administrator's office on or before 21<sup>st</sup> August, 2017 to request a public hearing.

#### **Russell County Board of Supervisors**

137 Highland Drive

Lebanon, VA 24266

276-889-8000

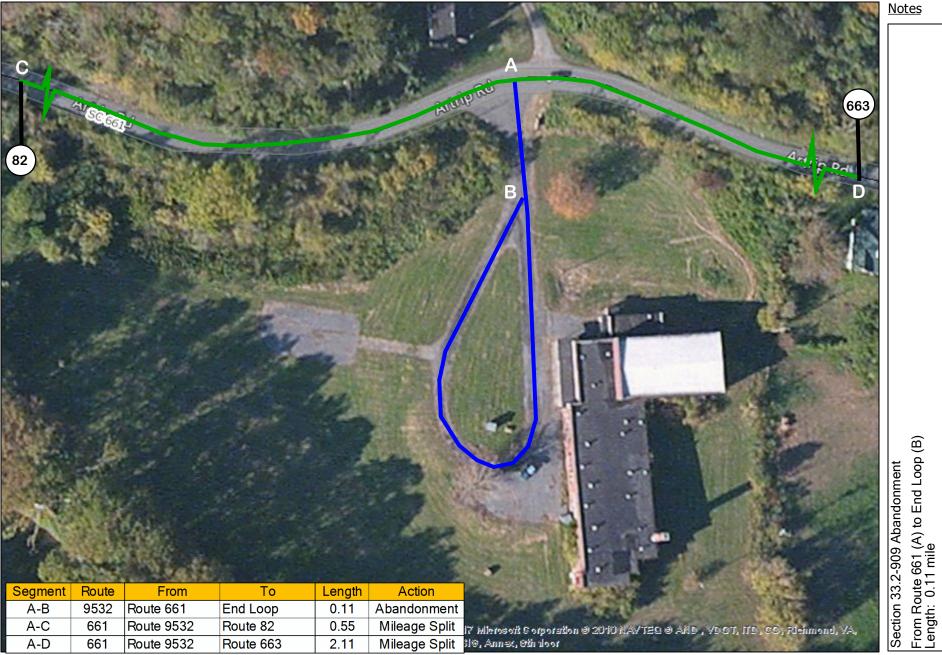
Russell County Government Center 137 Highland Drive · Lebanon, Virginia 24266 · (276) 889-8000 · Fax (276) 889-8011 www.russellcountyva.us

#### ABANDONMENT-Route 9766: Clinch River Elementary School

Segment A-B: from Rte 666 to Dead End, 0.16 mile



Section 33.2-909 Abandonment BOS Resolution Date: mm/dd/2017 <u>Notes</u>



BOS Resolution Date: mm/dd/2017



Section 33.2-909 Abandonment BOS Resolution Date: mm/dd/2017

## Non-Project Related Abandonment of Secondary Route – § 33.2-909. Notice of Intent to Abandon and Willingness to Hold a Public Hearing – The Process

The governing body of the county gives notice of its intention to abandon a road or segment of a road. This is done by doing **ONE of the TWO** listed below:

- by posting a notice of such intention at least three days before the first day of a regular term of the circuit court at the front door of the courthouse of the county in which the section of the highway sought to be abandoned as a public highway is located ---OI----
- by posting notice in at least three places on and along the highway sought to be abandoned for at least 30 days Beginning, midpoint, and end of section to be abandoned.

AND by publishing notice of its intention in two or more issues of a newspaper having general

circulation in the county VDOT will provide a sample willingness that can be used for publication. The governing body shall provide VDOT copies of the newspaper ads and/or a certificate of publication from the newspaper.

**AND**, notifying VDOT of its intention to abandon the road. VDOT will provide a sample notice of intent to abandon resolution in the preferred format.

#### If Petition (request for public hearing) is filed (within 30 days of the publication of first notice):

If one or more landowners in the county whose property abuts the highway or only a section of a highway proposed to be abandoned, files a petition with the governing body of the county within 30 days after notice is posted and published -- the governing body of the county shall hold a public hearing on the proposed abandonment

- 3. The local governing body shall give notice of the time and place of the hearing by publishing such information in at least two issues in a newspaper having general circulation in the county (public hearing will be at least 30 days after the date of the first publication of the notification of public hearing) and
- 4. shall also give notice to VDOT.

If a petition for a public hearing is NOT filed, or if after a public hearing is held the governing body of the county is satisfied that no public necessity exists for the continuance of the section of the secondary highway as a public highway or that the safety and welfare of the public would be served best by abandoning the section of highway, the governing body of the county shall:

(i) within four months of the 30-day period during which notice was posted where no petition for a public hearing was filed **Or** 

(ii) within four months after the public hearing adopt an ordinance or resolution abandoning the section of highway as a public highway and with that ordinance or resolution the section of highway shall cease to be a public highway. VDOT will provide a sample abandonment resolution in the preferred format.

\*\*Once the resolution has been adopted, the governing body shall forward the approved resolution to the local VDOT residency office for review and processing.



Physical Address: 130 West Main Street Suites 206, 207, 208 Mailing Address: P.O. Box 901 Orange, Virginia, 22960 <u>www.naturalcapital.us</u> <u>mike@naturalcapital.us</u> 540-672-2542 (p)

#### MEMORANDUM

TO:	Lonzo Lester, County Administrator, Russell County, VA
FROM:	Michael Collins, Executive Director
RE:	StreamSweepers Clean the Clinch 2017 Proposal Tasks and Timeline
DATE:	July 4, 2017
CC:	Debbie Manzari, Program Manager

#### Overview

This proposal covers, at a minimum, 30 miles of the roughly 60 miles of river running through Russell County.

- StreamSweepers will complete a digital ecological assessment of the river bed, banks, and canopy of a minimum of 30 miles of the river in Russell County (from the Rt.80 bridge to Old Castlewood).
- StreamSweepers will complete a minimum of 30 miles of trash and junk removal from this same section.
- Other groups may be able to assist the effort adding additional miles to be cleaned, depending on availability and skill level of personnel, and additional financial resources.

#### Deliverables

- 1. Contract preparation for Russell County and other sponsoring parties (eg., Town of St. Paul).
- 2. Advertise for and hire full time seasonal On Water Manager to supervise the work crews.
- 3. Conduct landowner research and outreach to include determination of access/egress points.
- 4. Senior staff and On Water Manager conduct river reconnaissance (rapid float of river looking for large trash sites, access points, hazards, etc.) and ecological assessment parameters.
- 5. Design and fabricate river cleaning barges/boats/<u>batteaus</u>/canoes especially for the Clinch.
- 6. Sweeper staff identified and trained.
- 7. Sweepers clean river.
- 8. Train other organization personnel if available to clean river.
- 9. Completion of summary report PDF (5-10 pages including images, findings, conclusions, and recommendations)

#### <u>Timeline</u>

Task	July	August	September	October	November
1. Prepare contract	X				
2.Advertise and	X				
Hire On Water					
Manager					
3. Landowner	X	X			
Outreach					
4. Design and					
fabricate if					
necessary boats					
4. Reconnaissance	X	X			
5. Train Sweepers		X			
8. Sweepers Clean		X	X	X	X
River					
9. Project Report					X

#### Notes

1. This work only includes items that can be floated out/carried out by hand from the river bed and banks. Items too large for this type of removal will be digitally marked for removal with heavy equipment at a later date should resources be made available.

2. Russell County or designee to provide 4wd high clearance king cab truck and landscape trailer for trash removal for 24/7 availability throughout project duration, also tire disposal, and provision of CWP workers.

3. St. Paul to provide \$5400 for project

4. Mountain Heritage and Blackford Detention Center have expressed interest in assisting with cleanup. At present, it is unknown to what degree these organizations will be able to assist. StreamSweepers will attempt to train workers from other organizations (but obviously cannot accept responsibility for actions not under direct management) and to support their effort to the extent funds and available personnel and equipment will allow. Perhaps a reasonable expectation from the efforts of these other parties is a few miles of additional cleaning during the August-November timeline.

5. StreamSweepers has requested funds from a private party to support cleaning in the additional 30 miles not completed by these other groups. To date those funds have not been awarded.

6. StreamSweepers has not previously utilized CWP personnel and expects that should these persons need special management CWP supervision will be available to provide full time supervision while on the river, along with the On Water Manager.

7. StreamSweepers agrees to provide landowners outreach throughout the entire 60 miles of river in Russell County even though under this proposal only a minimum of 30 miles of work (cleanup and assessment) will be completed. In this context of communication with landowners and with other parties, it might be said StreamSweepers will be coordinating the entire cleanup effort, though not directly responsible for all of it.

8. This proposal assumes award of funds from St. Paul. Should this not occur, scope would be proportionately reduced.

## Budget

TASKS	EXPENDITURES
Senior Staff Labor	
>Outreach	\$1,800.00
>Equipment Procurement	\$700.00
>Reconn.	\$1,380.00
>Staffing	\$1,716.00
>Training	\$2,052.00
>Sweeping Supervison	\$14,568.00
>Sweeper Labor	\$4,800.00
>Insurance (AFLAC, Workers Comp, Truck,	
Trailer Liability)	\$1,000.00
Travel	
> rental vehicle to and from St. Paul	
Supervisory Staff	\$1,800.00
> food @ \$20 per day	\$600.00
>hotel	\$3,000.00
> gas to and from access points assuming 40	
miles per day @ \$6 per day	\$360.00
Equipment	
> Used Truck (4WD King Cab 8ft bed)	\$7,500.00
> Used Trailer (landscape style)	\$3,500.00
> Used Boats/Barges/Bateau	\$1,000.00
> Satellite Phone	\$500.00
>Materials and Supplies	\$1,500.00
Disposal	
> 6000 tires, assume Wise County disposal costs,	
\$40 per ton, 70 tires, so \$3430	\$3,430.00
TOTAL	\$51,206.00
INCOME SOURCE	
Russell County In-kind	\$19,230.00
Russell County Cash	\$26,616.00
St. Paul Cash	\$5,360.00
TOTAL	\$51,206.00

#### Financial Reimbursement Schedule and Reporting

July 15: \$6654 payment, provision of task completion summary 1 with % completion August 15: \$6654 payment, provision of task completion summary 2 with % completion September 15: \$6654 payment, provision of task completion summary 3 with % completion November 15: \$6654 payment, provision of task completion summary 4 with % completion

Travel tounty board of Supervisors Travel Regiest Approval	Subervisors	
ĩ.		60009-622-9/7
Date Submitted		
Émployee Name(s) MCI/SSA	Melissa R. Cruter	
Department Commu	Community Work Pronom	
Photne (270) S		
Email (optional)	Missu, On the Dry scall Anistan ins	
Destination Ronoke	Certa en acounter un y ru de	
Purpose of Travel	Virginin Drun Print Anthennon	
Antite parties Expenses		
Type of Expense	Description of Exnemes	
Airfare		(Excert Airfare) Davs Total Expenses Aunt Approved
Ground Transportation	County vehicle rivided	
Cotti/Registration Fees	Pul Dung	
Lecigüng		
Meals and Tips		00 L L 1
Mileage	N/A	
Other		
	-4	- Grand Total <b>4</b> 1-77 00
Employee Signature Melezia	ia R. autri	Darke Signed 6-27-77
Co Ádmin Signature		

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## **Federal GSA Per Diem Calculator**

Automatically calculates adjustments for travel days, provided meals, and correct rates for the time of year. It is based on the <u>Federal Government General Services Administration Per Diem rates</u>,

Departure Date 08/06/2017	Return Date 08/08/2017
Where? VA - Roanoke, VA - Ci	y limits of Roanoke
<ul> <li>VA - Roanoke, VA - City li</li> <li><u>Driving Directions</u>.</li> <li><u>Verify GSA Rate on gsa.g</u></li> </ul>	
Sun Aug 06 2017 Travel D	ау? 🗋
Lodging rate is \$107. 150% of	\$107 is \$160.50.
MEAL	PROVIDED?
Break	fast (\$13): ⊡
Lu	nch (\$15):
Dir	ner (\$26):
İr	icidentals: \$5
DAY TOTAL:	59 = \$59.00

Mon Aug 07 2017	Travel Day? 🖸	
Lodging rate is \$107	7、150% of \$107 is \$160.50、	
ME	AL	PROVIDED?
	Breakfast (\$13):	$\Box$
	Lunch (\$15):	Ģ
	Dinner (\$26):	
	Incidentals:	\$5
DAY T	OTAL:	59 = \$59.00

Tue Aug 08 2017	Travel Day? 🗆			
Lodging rate is \$10	7、150% of \$107 is \$160.	50.		
ME	EAL	PROVIDED?		
	Breakfast (\$13):			
	Lunch (\$15):	Ü		
	Dinner (\$26):			
	Incidentals:	\$5		
Nº: 0461 b' 3\3	ΥΤΤΑ	RUSSELL CO COMMONWEALTH	, 1∶356W	Jun. 27, 2017

#### DAY TOTAL:

**Trip Total:** 59.00 + 59.00 + 59.00 = \$177.00

- Standard CONUS rate applies to all counties not specifically listed. Cities not listed may be located in a listed county.
- · The lodging rate may change based on the season and excludes taxes and surcharges.
- Typically up to 150% of the base lodging rate may be allowed and is included for that reason.
- · Note that this page pro-rates incidentals on travel days. If you do not do this, use this version.

#### Home | About

Russell County Board of Supervisors Traven Regueste Approvisors	Russell County Board of Supervisors
Date Submitted	June 37, 2017
Employee Name(s)	Archie Combs. Wordy Sett Flarry Nonk & Yonne Cook
Department	Electral Board & General Registrar
Ptrone	
Email (optional)	
Destination	Richmond Virginia
Purpose of Travel	And
Anticipated Expenses	
Type of Expense	Description of Expense [Except Airfare] Bays Total Expenses
Airfare	
Ground Transportation	385.20
Conference/Registration Fees	
todging -	3 1237.32
sdill bhe sizaM	4 376.48
Other	Grand Total \$ 19.9.7.00
Employee Signature	Date Signed
County Administrator Signature	Date Approved

Employee must submit two signed copies at time of request

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TOTAL P.01

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Russell County Board o	Board of Supervisors		276-88	276-889-8000
Travel Re	Request Approval Form - Grant Funded Training Opportunity	raining Oppo	ortunity	
Date Submitted	20-Jun-17			
Employee Name(s)	Jess R. Powers			
Department	Emergency Management			
Phone	(276) 701-9775			
Email (optional)	jess.powers@russelllcountyva.us			
Destination	Emergency Management Professional Program: L-0104 - Exercise Design and L-0105 Public Information and Warning, Chesterfield, VA	Public Information	and Warning	g, Chesterfield, VA
Purpose of Travel	The following training expenses can be charged to the LEMP Grant. The Virginia Department of Emergency Management has selected the Russell County Emergency Management Coordinator for participation in the final two courses of the Emergency Management Professional Program: L-0104: Exercise Design, August 14-15, 2017, and L-0105 Public Information and Warning, August 16-17, 2017, at VDEM's Office Chesterfield, VA 23888 (see attached VDEM email). L0104 Exercise Design (2 days): Exercises are a fundamental component in the preparing for emergencies. This course provides learners with an introduction to the fundamentals of exercise design. The course prepares students for participation in exercises in the exercise implementation and evaluation processes. L-0105 Public Information (2 days): This course introduces students to the role of the Public Information Officer (PIO) in emergency management. Students are also introduced to basic of the Integrated Public Alert and Warning System (IPAWS). The Foundation courses are free. The EMPP Basic Academy is a five (5) course entry-level program for individuals pursuing a career in emergency management. It is also suitable for experienced emergency management, which is required to enrol in the four subsequent courses build on the introductory concepts introduced in L0101 to provide students with a more in-depth understanding in key knowledge areas.	inia Department of the final two course ic Information and sign (2 days): Exerc to the fundamental mentation and evalu lentation Officer (PIO) em (IPAWS). The I a career in emerge doge across all miss doge across all miss students with a m	Emergency is of the Eme Warning, Au Cises are a fu is of exercise ation proces in emergenc Foundation of Foundation of Foundatio	Management has ergency Management igust 16-17, 2017, at indamental component e design. The course ses. 1-0105 Public cy management. courses are free. The ment. It is also suitable d contexts. The first equent courses. These at understanding in key
Anticipated Expenses				
Type of Expense	Description of Expense	Daily Expenses # (Except Airfare) Da	# of Days Total E	Total Expenses Amt Approved
Airfare				\$0.00
Ground Transportation				\$0.00
Conf/Registration Fees				\$0.00
Lodging				\$515.50
Meals and Tips	Breakfast, Lunch, and Dinner			\$280.50
Mileage	Mileage to/from training location (Round trip 758.2 miles, 18 mpg, \$2.099 per gallon).			\$88.42
Other				
		Grand Total	tal	\$884.42
Employee Signature	Jus N. Yound	Date Signed		6/20/2017
Co Admin Signature	0	Date Approved	/ed	

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\*\*\*\*\* Employee must submit two signed copies at time of request\*\*\*\*\*

-	FWD: Registration for L0102 and/or L0103
From:	jess.powers@russellcountyva.us (jess.powers@russellcountyva.us)
То:	jess_powers.rcem@yahoo.com; jess.powers@russellcountyva.us; tracy.lester@russellcountyva.us; vicki.porter@russellcountyva.us; karen.davis@bvunet.net; rebekah.campbell@bvu.net; loretta.vance@russellcountyva.us; rebecca.dye@russellcountyva.us; lonzo.lester@russellcountyva.us; david.eaton@russellcountyva.us; steve.breeding@russellcountyva.us; carl.rhea@russellcountyva.us; lou.wallace@russellcountyva.us; tim.lovelace@russellcountyva.us; mark.mitchell@russellcountyva.us;
Date:	Tuesday, March 28, 2017 7:05 PM

#### Hello Everyone,

Following, please find the opportunity for Russell County Emergency Management to enroll in FEMA courses to complete the Basic Academy training: L0102: Science of Disasters; L0103: Planning: Emergency Operations; and L0104: Exercise Design; and L0105: Public Information and Warning.

A travel approval request was submitted to the County Administrator's office for consideration by the Board of Supervisors.

#### The expenses for this training can be charged to the Local Emergency Management Performance Grant.

The following prerequisite courses have been completed: E/L0101 - Foundations of Emergency Management 10 days; IS-100 – Introduction to the Incident Command System (ICS); IS-700 – National Incident Management System (NIMS), An Introduction; IS-800.b – National Response Framework, An Introduction; and IS-230.d – Fundamentals of Emergency Management.

Please let me know if you have any questions or need any additional information. Thanks for the opportunity for you to consider this training request.

Jess Powers Russell County Emergency and Hazardous Materials Coordinator Russell County Government Center 131 Highland Drive, Room 183 P.O. Box 997 Lebanon, VA 24266 T: (276) 889-8247 ~ F: (276) 889-8248 **Mobile: (276) 701-9775** ~ Dispatch: (276) 889-8033

#### **Emergency Preparedness**

~ be ready and prepared for seasonal inclement weather;

- ~ everyone's responsibility;
- ~ get a family emergency and disaster plan; and
- ~ plan to be self-sufficient for at least the first 72 hours after emergency and/or disaster strikes.

Preparedness, when properly pursed, is a way of life, not a sudden response program.

----- Original Message ------

Subject: Registration for L0102 and/or L0103 From: "Taylor, Donna (VDEM)" <Donna.Taylor@vdem.virginia.gov> Date: 3/24/17 1:03 pm

Congratulations!

You have been selected to enroll in the following EMPP Basic Academy courses. (Please see below for detailed course descriptions.)

Apr 17-19, 2017	L0102 Science of Disasters	N. Chesterfield, VA
Apr 20-21, 2017	L0103 Planning: Emergency Operations	N. Chesterfield, VA
August 14-15, 2017	L0104 Exercise Design	N. Chesterfield, VA
August 16-17, 2017	L0105 Public Information and Warning	N. Chesterfield, VA

Please confirm your commitment to enroll by sending a reply email to me at donna.taylor@vdem.virginia.gov. Please specify which course(s) you select. Please send your email confirmation to me by March 17, 2017.

We will enter your enrollment in the Virginia Learning Center (VLC). A confirmation email will automatically be generated when this is complete. If you have decided not to enroll in any of these classes, please let me know as well.

Again, congratulations!

Donna

#### **EMPP Basic Academy - Curriculum Overview**

The EMPP Basic Academy is a five (5) course entry-level program for individuals pursuing a career in emergency management. It is also suitable for experienced emergency management personnel who want to expand their knowledge across all mission areas and contexts. The first course in the program is L0101 Foundations of Emergency Management, which is required to enroll in the four subsequent

courses. These subsequent courses build on the introductory concepts introduced in L0101 to provide students with a more in-depth understanding in key knowledge areas.

L0102 Science of Disaster (3 days): This course provides participants with an overview of scientific principles and concepts that come into play in the management of a wide range of disasters. Emergency management professionals should have a baseline understanding of biological, chemical, and weather related event. Students will learn the science behind events and disasters that shape our increasingly dangerous world.

**L0103 Planning: Emergency Operations (2 days):** This course is designed to give students an introduction to the basic concepts and steps involved in the planning aspects of emergency operations. Planning is a critical component in the effective management of emergencies and their consequences. Building on the core principles introduced in L0101, L0103 provides learners with a more in-depth exploration of the planning process and its critical role in all phases of emergency management.

**L0104 Exercise Design (2 days):** Exercises are a fundamental component in the preparing for emergencies. This course provides learners with an introduction to the fundamentals of exercise design. The course prepares students for participation in exercises as well as roles in the exercise implementation and evaluation processes.

**L0105 Public Information (2 days):** This course introduces students to the role of the Public Information Officer (PIO) in emergency management. Students are also introduced to basic of the Integrated Public Alert and Warning System (IPAWS).

Donna Blankenship Taylor, Ph.D.

Academic Support Coordinator

Virginia Department of Emergency Management

(804) 897-9843 (0)

(804) 385-6852 (c)

NOTE: If you need help or have questions about a VDEM course, please contact the Help Desk at 804-897-9995, 8-5 M-F or email: LMSHelp@vdem.virginia.gov.

<b>Russell County</b>	Russell County Board of Supervisors		276	276-889-8000	00
Travel Re	Request Approval Form - Grant Funded Training Opportunity	raining Opp	ortun	ξ	
Date Submitted	28-Jun-17				
Employee Name(s)	Jess R. Powers				
Department	Emergency Management				
Phone	(276) 701-9775				
Email (optional)	jess.powers@russellicountyva.us				
Destination	Virginia Department of Emergency Management Adjunct Instructor Workshop				
Purpose of Travel	<b>The following training expenses will be reimbursed by VDEM.</b> The Virginia Department of Emergency Management has selected the Russell County Emergency Management Coordinator for participation in the Adjunct Instructor Workshop Wednesday, July 26, 2017, Chesterfield, VA 23888 (see attached VDEM email). Having a FEMA/VDEM certified adjunct instructor is cruucial to the preparedness efforts of Russell County in the preparing for emergencies. The workshop is free and expenses will be reimbursed.	partment of Emerg Istructor Workshop Jjunct instructor is o will be reimbursed.	ency Mar Wednes rruucial t	nagement has day, July 26, 2 o the prepared	selected the 017, ness efforts of
<b>Anticipated Expenses</b>					
Type of Expense	Description of Expense	Daily Expenses # (Except Airfare) D	# of Days Tol	Total Expenses	Amt Approved
Airfare				\$0 <b>.</b> 00	
Ground Transportation				\$0.00	
Conf/Registration Fees				\$0.00	
Lodging				\$0.00	
Meals and Tips	Breakfast, Lunch, and Dinner			\$0.00	
Mileage	Mileage to/from training location (Round trip 700.0 miles, 18 mpg, \$2.099 per gallon).		1	\$81.63	
Other			2000 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 - 1900 -		
		Grand Total	otal	\$81.63	
Employee Signature		Date Signed	ned	6/28/2017	
Co Admin Signature		Date Approved	ved		
	***** Employee must submit two signed conjes at time of reguest*****	c+++++			

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\*\*\*\*\* Employee must submit two signed copies at time of request\*\*\*\*

Subject:	VDEM ADJUNCT INSTRUCTOR WORKSHOP AND DRIVER PREPAREDNESS REQUIREMENTS		
From:	Clark, Ken (VDEM) (Ken.Clark@vdem.virginia.gov)		
To:			
Cc:	Tom.Jordan@vdem.virginia.gov; William.Chrimes@vdem.virginia.gov; Daniel.Brewer@vdem.virginia.gov; Aaron.Kesecker@vdem.virginia.gov; Donna.Taylor@vdem.virginia.gov;		
Date:	Monday, June 5, 2017 3:41 PM		

Everyone here's an update on some items you may have been contacted about previously.

First off, due to staff scheduling issues the Adjunct Instructor Workshop originally scheduled to be held in Waynesboro will now be held at VDEM Trade Court Facility here in Chesterfield. (Still on Wednesday, July 26<sup>th</sup> from 9:00 am to 4:00pm.) This location change will allow more VDEM personnel (Administration, Response Division, HR, etc.) to participate in our program.

Please follow this link to complete a short Survey Monkey poll to tell us whether you plan to attend, whether you will need a direct-billed hotel room and any special dietary needs you may have for lunch. (If your attendance situation changes after completing the survey, please just let me know directly via email.) https://www.surveymonkey.com/r/F2J6CQM

(Hotel confirmation info will be sent in early July for those needing a room.)

Secondly, some of you received an email on Friday June 2<sup>nd</sup> regarding a new VDEM Driver Preparedness Program. At this time, that message was intended only for full-time VDEM staff but the VLC automatically included some Adjunct Instructors in the email distribution list. For now, you can disregard that message but the on-line courses may be required of some Adjuncts if their duties include occasional use of state vehicles. More info will be provided at the Adjunct Instructor Workshop as necessary.

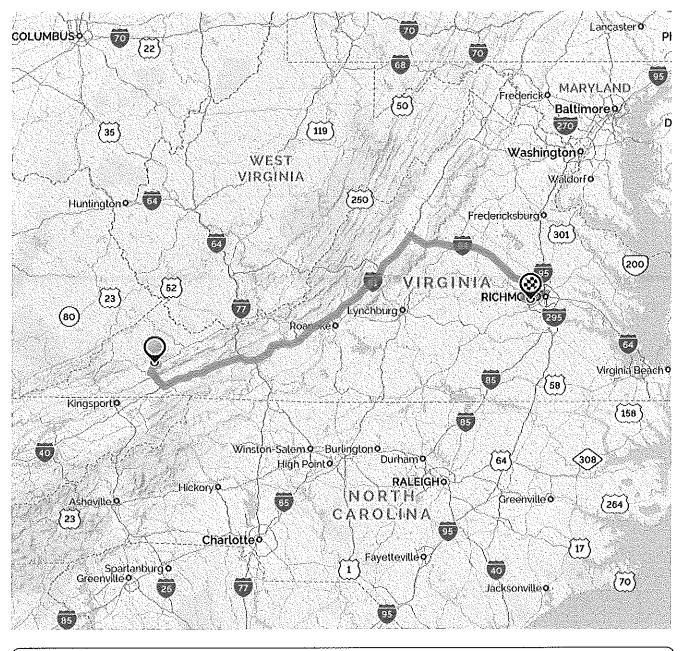
Thanks, again and please be sure to respond the Survey Monkey poll using the link above. Even NO answers are useful information.

#### Ken Clark - VDEM TEED

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Kenneth P. Clark Training & Curriculum Development Manager Training, Education and Exercise Division

YOUR TRIP TO:Image: Comparison of the star in the sta	adodoogj
5 HR 9 MIN   334 MI 🛱	
Est. fuel cost: \$19.00	
<ul> <li>Start out going east on Technology Park Dr toward Highland Dr.</li> <li>Then 0.14 miles</li> </ul>	0.14 total mile
Inen 0.14 miles	0.14 (Ota) Illine
<b>2.</b> Turn right onto Highland Dr.	
Then 0.20 miles	0.34 total miles
3. Take the 1st left onto E Main St/US-19 Bus N.	an a
If you reach the end of E Main St you've gone about 0.2 miles too far.	3
Then 0.42 miles	0.76 total miles
4. Turn right onto Pittston Rd. Pittston Rd is just past Hurt St.	
If you reach Haber Dr you've gone about 0.1 miles too far.	
Then 0.26 miles	1.02 total miles
<ul> <li>5. Merge onto US-19 S.</li> <li>If you reach Regional Park Rd you've gone about 0.1 miles too far.</li> </ul>	<i>6</i> .
Then 20.53 miles	21.54 total miles
6. Stay straight to go onto Porterfield Hwy/US-58 Alt E.	
Then 0.01 miles	21.55 total miles
<ul> <li>Turn left onto W Main St/US-11 N/US-19 N/US-58 Alt E. Continue to follow W</li> <li>Main St/US-11 N/US-58 Alt E.</li> </ul>	
Then 1.07 miles	22.62 total miles
8. Turn right onto Cummings St/US-58 Alt E/VA-75. Cummings St is just past Reservoir St NW.	
If you are on W Main St and reach College St NW you've gone about 0.1 miles too	
far.	
far.	23.39 total miles
far.	23.39 total miles





Book a hotel tonight and save with some great deals!

(1-877-577-5766)



Car trouble mid-trip? MapQuest Roadside Assistance is here:

(1-888-461-3625)

#### MAY 08, 2017

A regular monthly meeting of the Castlewood Water & Sewage Authority Board of Directors was held at the Castlewood Water Authority Building in St Paul, Virginia on Monday, May 8, 2017.

#### PRESENT:

## ABSENT:

#### Crossroads

2

Darrell Johnson, Chairman Gary Dotson, Secretary / Treasurer lames Kiser, Member Darrell Puckett, Member Bradley Patton, Member Jeff Lewis, Member Roy Markham Stephen Mullins, Counsel Mike Owens Christina Rose

#### CALLED TO ORDER:

Called to order by Darrell Johnson, Chairman @ 6:00 P.M. Gary Dotson led the prayer, Darrell Johnson followed with the Pledge of Allegiance.

## APPROVAL OF BOARD MEETING AGENDA

#### <u>Motion</u>

Motion by James Kiser, member, and second by, Bradley Patton, member and duly approved by all Board of Directors to approve the agenda.

AYE: Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

#### **PUBLIC COMMENTS**

Freida Hill (acct# 015-00005252-2) wanted an adjustment on her account due to leak. The authority deferred her to the office for adjustment.

Wayne and Kay Helbert inquired concerning the beginning date of the Dante to St. Paul sewer project.

#### CROSS ROADS

<u>Absent</u>

#### ROY MARKHAM

Rock Saw has been repaired and Little B Construction has agreed to haul it to Heralds Valley when

Meter installation is complete with the exception of a few small ports and master meters. I would like to ask the board's permission to hire one new employee now and a temporary employee when school is out.

On page 7 of your packet, you will see a request for a donation from the Castlewood High School

On page 8 thru 13 you will see a copy of the engagement letter from Robinson, Cox and Farmer to

In your packet you will find a proposed 2017 – 2018 Budget. We will have a final for you next month to vote on. Look it over and let me know if you have questions.

Also you have in your packet a resolution of the Castlewood Water & Sewage Authority pertaining to the proposed merger.



#### APPROVAL FOR NEW HIRES

#### <u>Motion</u>

Motion made by James Kiser, member, and second by Gary Dotson, member and duly approved by all Board of Directors to give Roy Markham permission to hire 1 part time employee and 1 summer temp employee.

<u>AYE:</u> Darrell Johnson, James Kiser, Gary Dotson, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

### CASTLEWOOD HIGH SCHOOL DONATIONS

#### <u>Motion</u>

Motion made by Gary Dotson, member, and second by Darrell Puckett, member and duly approved by all Board of Directors to give a donation in the amount of \$200.00 to Castlewood High School FBLA.

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<u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

#### <u>Motion</u>

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Motion made by Gary Dotson, member, and second by Bradley Patton, member and duly approved by all Board of Directors to give a donation in the amount of \$200.00 to Castlewood High School history competition.

<u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

### ROBINSON, FARMER, COX ASSOCIATES

#### <u>Motion</u>

Motion made by Bradley Patton, member, and second by Darrell Puckett, member and duly approved by all Board of Directors to authorize Robinson, Farmer, Cox Associates to do the audit for CWSA for the year 2016-2017 in the amount of \$10,000.00. **AYE:** Darrell Johnson, Gary Dotson, James Kisan, Bradley, B. Kisan, Farmer, Cox Associates to do the audit and the second secon

<u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

### **EMPLOYEE INSURANCE BENIFITS**

#### <u>Motion</u>

Motion made by James Kiser, member, and second by Bradley Patton, member and duly approved by all Board of Directors to allow and employee who has 5 years or more service, has medical insurance thru the authority and becomes disabled, or is diagnosed with a terminal illness, the authority will continue to provide insurance coverage for the employee as long as the employee pays their percentage of cost for up to one year.

<u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

#### **CLOSED SESSION**

#### <u>Motion</u>

Motion made by James Kiser, second by Bradley Patton and duly approved by all Board of Directors pursuant to 2.2-3711 of the Virginia Code to go into closed session at 7:38 p.m. to discuss the following exempt purposes: A1-Personnel.

A1-Discussion , consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplines, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals. Any teacher shall be permitted to be present during a closed meeting in which there is a discussion or consideration of a disciplinary matter that involves the teacher and some student and the student involved in the

matter is present, provided the teacher make a written request to be present to the presiding officer of the appropriate board.

**<u>AYE</u>:** Darrell Johnson, James Kiser, Darrell Puckett, Brad Patton, Gary Dotson, Jeff Lewis. <u>Nay</u>: None

#### OUT OF CLOSED SESSION

#### <u>Motion</u>

Motion made by James Kiser, second by Brad Patton and duly approved by all Board of Directors to come out of closed executive session.

AYE: Darrell Johnson, James Kiser, Darrell Puckett, Brad Patton, Gary Dotson, Jeff Lewis. Nay: None

Upon coming out of closed session, Chairman Johnson took a roll call vote asking each member to certify that to the best of each members knowledge (I) only public business matters lawfully exempted from open meeting requirements under Virginia Code Section 2.2-3711 as outlined in the motion were discussed and (II) only such public business matters as were identified in the motion by which the closed meeting was covered or heard, discussed or considered in the meeting by public body to take a roll call vote.

Roll Call Vote:

AYE: Darrell Puckett	AYE: Brad Patton
AYE: James Kiser	

AYE: Gary Dotson AYE: Jeff Lewis

## CHRISTINA ROSE FULL TIME EMPLOYEE

#### <u>Motion</u>

Motion made by Bradley Patton, member, and second by Gary Dotson, member and duly approved by all Board of Directors to move Christina Rose to full time with pay rate of \$10.50 per hr, effective May 1,2017, after 60 days a increase to \$11.00 per hr per evaluation. *AYE:* Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. *NAY:* None

### **APPROVAL OF BOARD MINUTES**

#### <u>Motion</u>

Motion made by James Kiser, member, and second by Darrell Puckett, member, and duly approved by all Board of Directors to approve the minutes of the April 2017 board meeting. <u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis.

## APPROVAL OF ACCOUNTS PAYABLE

#### <u>Motion</u>

Motion made by James Kiser, member, and second by Bradley Patton, member, and duly approved by all Board of Directors to approve accounts payable for April 2017. <u>AVE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

## APPROVAL OF ACCOUNTS RECEIVEABLE

#### <u>Motion</u>

Motion made by Gary Dotson, member, and second by Darrell Puckett, member, and duly approved by all Board of Directors to approve accounts receivable for April 2017. <u>AYE:</u> Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis, <u>NAY:</u> None



#### <u>ADJOURN</u>

The meeting was adjourned at 8:37 p.m. Motion made by James Kiser, member and second by Darrell Puckett, member to adjourn and duly approved by all board members. AYE: Darrell Johnson, Gary Dotson, James Kiser, Bradley Patton, Darrell Puckett, Jeff Lewis. <u>NAY:</u> None

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Darrell Johnson Chairman

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Gray Dotson, Secrepary/Treasurer



## **RUSSELL COUNTY CONFERENCE CENTER**

June 1, 2017

The following is a list of the Russell County Conference Center events for the month of June

Date	Event	Event Type	Space
06/03/17	Lori Stoots	Individual	Full
	Graduation Party	Event	\$125
06/04/17	Dustin Keith	Community	Full
	Throw Down Graduation Party	Event	Free
			\$-125
06/06/17	Rachel Patton	Individual	Full
	Power Welding Graduation	Event	\$335
06/08/17	Charlotte Parsons	Individual	1/4
	HAL Business Meeting	Event	\$75
06/10/17	Nikki Reynolds	Individual	Half
	Birthday Party	Event	\$100
06/11/17	Mallorie Street	Individual	Full
	Baby Shower	Event	\$125
06/13/17	Steve Dye	Community	Full
	We Care Meeting	Event	Free
			\$-125
06/15/17	Vickie Porter	Community	Full
	Faith Based Form	Event	Free
			\$-125
06/16/17	Erin Farmer	Individual	Full
	Lulapalooza	Event	\$125

06/17/17	Kathryn Easton	Community	Full
	Friends of The Library	Event	\$120
06/19/17	Kevin Rowe	Individual	Full
	CGI Training	Event	\$125
06/20/17	Rick Cooper	Individual	Full
	VA Gas and Oil Meeting	Event	\$210
06/24/17	Sherry Lasley	Individual	Half
	Family Reunion	Event	\$100
06/27/17	Miranda Lester	Community	Full
	Russell County Relay for Life	Event	Free
			\$-125
06/29/17	Jess Powers	Individual	Full
	VDEM Post Active Shooter Workshop	Event	Free
			\$-125

Total = \$2.065.00

-<u>\$625</u>

Final Total = \$1,440.00

# THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT THE BONANZA RESTURANT IN LEBANON VIRGINIA ON JUNE 14<sup>TH</sup> 2017

#### **MEMBERS PRESENT:**

EUGENE FERGUSONEMORY ALTIZERHENRY STINSONGARY DOTSONMIKE OQUINNTIM LOVELACEJEFF BUCHANANMIKE MUSICK

#### GUARD RAILS:

- 1- GURAD RAILS THROUGHTOUT THE COUNTY EMERGENCY AREA'S BEING\_REPAIRED FIRST
- 2- RT 604 JUST OFF ENTERANCE TO MOLL'S CREEK FOR APPROXIMATELY 400FT. NEEDS TO BE FILLED AND MARKERS INSTALLED
- 3- DANTE ROANOKE HILL AT THE TOP THE HILL APPROXIMATELY 100 FEET OF GUARD RAIL NEEDS TO BE REPLACED RUSTED AND LOW TO THE GROUND

#### **SHOULDER REPAIR AND POT HOLES:**

- 1- RT. 58 WEST BOUND LANE AT THE CASTLEWOOD RED LIGHT ROAD HOOVED UP
- 2- RT. 19 NORTH AT SOULS HARBOR CHURCH PAVEMENT SUNK DOWN
- 3- RT. 80 TOP OF HILL FROM RT.67 INTERSECTION ROAD RUFF AT DRAIN PIPE
- 4- RT. 19 SOUTH RIGHT LANE SMALL POT HOLES NEAR BRIDGE AND RT. 770
- 5- RT. 19 SOUTH SEVERAL POT HOLES NEAR ROSEDALE INTERSECTION
- 6- RT. 19/909 NORTH SEVERAL POT HOLES NEAR INDIAN HILLS SUBDIVISION
- 7- RT. 672 STUMP TOWN EDGE BREAKING OFF
- 8- RT. 613 THREE DROP OFF AREA'S BETWEEN THE FIRST HOUSE ON THE RIGHT & THE SWITCH BACK CURVE NEEDS WARNING SIGNS
- 9- RT. 19 NORTH/BUSINESS INTERSECTION POT HOLES NEAR RED LIGHT
- 10- RT. 58 WEST POT HOLE & PAVEMENT SINKING NEAR PIZZA HUT
- 11- CASTLEWOOD ROLLING HILLS SUBDV. ON HENLEY ST. POT HOLE & RUFF ROAD NEAR HOUSE #36
- 12- RT. 58 WEST SHOULDER BREAKING OFF JUST PASSED WEST VIEW SUBDIVISION
- 13- RT. 19 SOUTH POT HOLES NEAR THE WEIGH STATION
- 14- RT.67 POT HOLE & WATER CAUSING A PROBLEM AT RR CROSSING AROUND CURVE FROM DILLION QUARRY
- 15- RT. 669/668 BROOKER ROAD FOUR DEEP POT HOLES
- 16- RT. 58 EAST POT HOLE AT THE BOTTOM OF THE HILL NEAR BOLTON

### SCHOOL BUS SAFETY AND OTHER CONCERNS:

1-RT. 633 CLARK VALLEY ROAD NEEDS A SCHOOL BUS SIGN IN A BLIND CURVE
2- RT. 19 CROSS OVER NEAR VALERO LOOSE GRAVEL NEEDS CLEANED UP & PAVED
3-RT. 816 LONG BRANCH NEEDS BRUSH CUT COMING OUT IN THE ROAD
4-RT. 65 AT THE BUFFALO INTERSECTION BRUSH NEEDS TO BE CUT CANNOT SEE

ONCOMING TRAFFIC

- 5- RT. 635/67 HARD TO SEE ONCOMING TRAFFIC MAY NEED TO WIDEN INTERSRCTION VDOT TO EXPLORE
- 6- RT. 19 YATES ESTATE BRUSH NEEDS TO BE CUT
- 7- RT. 728 FLATS RD. A TV SERVICE CABLE IS TOO LOW CROSSING THE ROAD
- 8- TUMBEZ HOLLOW WATER BACKING UP IN THE ROAD JUST OFF RT. 613 MAY NEED TO CLEAN OR REPLACE THE PIPE VDOT TO EXPLORE
- 9- RT. 618/870 BRUSH NEEDS TO BE REMOVED FROM THE BANK AND CURVE SIGNS PLACED ON BOTH ENDS OF THE CURVE FOR BETTER VISIBILITY OF THE INTERSECTION
- 10- RT. 683/TROUT POND SIGN HAS BEEN PAINTED ON ONE SIDE
- 11- RT. 67/634 ROAD WASHING OUT ON RT. 67
- 12- RT. 80 ABOVE 672 SOUTH NEEDS DRAIN PIPE EXTENDED
- 13- SPRING HILL SUBDIVISION NEEDS A SIGN AT THE S TURN TRAFFIC GOING INTO A YARD
- 14- RT. 19 NORTH HUFFMAN HILL WASHING OUT
- 15- RT. 623 BRUSH COMING OUT INTO ROAD
- 16- RT. 651 BRUSH COMING OUT INTO ROAD
- 17- RT. 816 BRUSH COMING OUT INTO ROAD
- 18- RT. 18/58 WEST INTERSECTION SAFETY CONCERNS ABOUT MERGING TRAFFIC-NEED SIGNS AND/OR BETTER MARKING TO REMIND DRIVERS TO STAY IN LANE VDOT TO EXPLORE
- 19- RT. 58/71 SOUTH CROSSOVER RUFF NEEDS PAVED
- 20- RT. 613/676 RUFF RIGHT LANE NEEDS TO BE PAVED MOCCASIN AT CAMPBELL'S ROAD
- 21- RT. 622 MILLER CR. SEVERAL NARROW PLACE'S NEED WARNING SIGNS INSTALLED

#### **ITEMS REPORTED CORRECTED:**

- 1-RT. 614 3/8 MILE FROM CARTERTON BRIDGE HAVE BEEN REPAIRED
- 2-RT. 614 DEBRI WASHED OUT INTO ROAD NEAR HOUSE #3509
- 3-RT. 662 SPRING CITY HILL NEEDS WIDENED & DEEP DITCH FILLED IN
- 4-RT. 668/662 CENTURY FARM ROAD BRUSH HAS BEEN TRIMMED FROM INTERSECTION

NEXT MEETING WILL BE SEPTEMBER 12<sup>TH</sup> 2017. WE THANK ALL WHO ARE INVOLVED IN<br/>KEEPING OUR ROADS SAFE AND FOR OUR GUEST PARTICAPTION.SAFETY MATTERS!!!!!PREPARED BY GARY DOTSON

#### May 3, 2017

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on May 3, 2017, at 5:00 P.M. at Bonanza Family Restaurant, Main Street, Lebanon, Virginia.

MEMBERS	
PRESENT:	Becki Joyce, Chairman
	Roger Sword, Vice Chairman
	Richard Lockridge, Member
	Ernie McFaddin, Member
	Carlton Elliott, Member
	Jarred Glass, Member
ABSENT:	Scott Gilmer, Member
	Mike Hincher, Member
	David Mullins, Member
STAFF:	Katie Patton, Attorney
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GUESTS:	Tim Long, Sunset Digital
	Mark Mitchell, Russell County BOS
	Brad Cook, RCMC Foundation

The Chairman called the meeting to order at 5:04 P.M.

Secretary called the roll and recorded the roll call.

#### **APPROVAL OF MINUTES**

Upon motion made by Ernie McFaddin, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of April 13, 2017 meeting.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## FINANCIAL REPORT

Financial report was presented by Carlton Elliott

Upon motion made by Richard Lockridge, second by Ernie McFaddin, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the Financial Report of May 3, 2017 as presented with the addition of Beckie Joyce's expense report.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## **PUBLIC COMMENT**

Brad Cook, RCMC Foundation, presented the goals of the foundation to assist in providing healthcare needs to the community. Mr. Cook asked the IDA to support their annual fundraising event as has been done in the past.

Mark Mitchell presented the need for a land grant from the IDA for the proposed CIT intake facility.

Upon motion made by Ernie McFaddin, second by Roger Sword and duly approved by the Industrial Development Authority of Russell County, Virginia to grant 1+/- acres, at the technology park, for the CIT facility subject to review of legal counsel.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## **CLOSED SESSION**

Upon motion made by Carlton Elliott, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia to go into Closed Session as permitted by, VA Code #2.2-3711 (3) Property (5) Prospective unannounced industry (7) Legal Counsel.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## **RECONVENE TO PUBLIC SESSION**

Upon motion made by Roger Sword, second by Ernie McFaddin, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## **CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION**

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion. The Roll Vote Was:

Becki Joyce	Yes	Ernie McFaddin Yes
Carlton Elliott	Yes	Davis Mullins Absent
Scott Gilmer	Absent	Roger Sword Yes
Mike Hincher	Absent	Richard Lockridge Yes
Jarred Glass	Yes	-

## **MOTION FROM CLOSED SESSION**

Upon motion made by Roger Sword, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia authorizing the IDA to submit a proposal for "Project Wire"

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

Page 4 May 3, 2017

## **COMMITTEE REPORTS**

The automatic door system has been completed at the DSS building.

Lab 20 is in the process of updating the web site.

Richard Lockridge is working on the CNT technologies.

## **OLD BUSINESS**

The Slate Building project in Honaker has received a \$30,000.00 grant for the initial study of the building.

The Tobacco Commission has approved the \$25,000.00 grant for the Veterinarian Project in Honaker.

The IDA has applied for a \$100,000.00 grant to install a wireless internet tower in the Finney area by I-Go Clear.

## **NEW BUSINESS**

The Town of Lebanon is requesting a contribution of \$5,000.00 toward the Downtown Revitalization Project.

Upon motion made by Roger Sword, second by Ernie McFaddin and duly approved by the Industrial Development Authority of Russell County, Virginia to contribute \$5,000.00 to the Town of Lebanon for the Downtown Revitalization Project.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

Upon motion made by Carlton Elliott, second by Ernie McFaddin and duly approved by the Industrial Development Authority of Russell County, Virginia to contribute \$1,000.00 to the RCMC Foundation for the annual fundraising event.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None Upon motion made by Roger Sword, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia to renew the insurance policy with VACORP

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## **ADJOURNMENT**

Upon motion made by Roger Sword, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 9:13 PM.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass Absent: D. Mullins, M. Hincher, S. Gilmer Nay: None

## May 18, 2017

The Special Called Meeting of the Industrial Development Authority of Russell County, Virginia was held on May 18, 2017, at 5:00 P.M. at Southwest Virginia Higher Education Center, Lebanon, VA.

MEMBERS	
PRESENT:	Becki Joyce, Chairman
	Roger Sword, Vice Chairman
	Richard Lockridge, Member
	Ernie McFaddin, Member
	Carlton Elliott, Member
	David Mullins, Member
	Jarred Glass, Member
ABSENT:	Scott Gilmer, Member
	Mike Hincher, Member
STAFF:	Katie Patton, Attorney Rhonda Smith, Chafin Law Firm
	Mionua Sinna, Chatin Law Film

The Chairman called the meeting to order at 5:05 P.M.

Secretary called the roll and recorded the roll call.

## **CLOSED SESSION**

Upon motion made by Carlton Elliott, second by Richard Lockridge and duly approved by the Industrial Development Authority of Russell County, Virginia to go into Closed Session as permitted by, VA Code #2.2-3711 (3) Property (5) Prospective unannounced industry (7) Legal Counsel.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass, D. Mullins Absent: M. Hincher, S. Gilmer Nay: None

## **RECONVENE TO PUBLIC SESSION**

Upon motion made by Roger Sword, second by Ernie McFaddin, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass, D. Mullins Absent: M. Hincher, S. Gilmer Nay: None

## **CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION**

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion. The Roll Vote Was:

Becki Joyce	Yes	Ernie McFaddin Yes
Carlton Elliott	Yes	Davis Mullins Yes
Scott Gilmer	Absent	Roger Sword Yes
Mike Hincher	Absent	Richard Lockridge Yes
Jarred Glass	Yes	

## ADJOURNMENT

Upon motion made by Carlton Elliott, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 7:03 PM.

The Vote was: Aye: C. Elliott, E. McFaddin, R. Lockridge, R. Sword, J. Glass, D. Mullins Absent: M. Hincher, S. Gilmer Nay: None

#### RUSSELL COUNTY P.S.A. Monthly Meeting - The Board of Director June 20, 2017

#### AGENDA

- 1. Call to Order
- 2. Welcome
- 3. Visitors: Rita Baker & Danny Stanley with T&L
- 4. Pledge of Allegiance
- 5. Minutes of May, 2017
- 6. Financial Report Harvey Hart

General Acct (Register: 1010)	May, 2017	Check #	19662	19716	\$ 313,287.49
Environmental Waste Acct. (Register 1060)	May. 2017	Check #	120	121	\$ 133,632.59
Long Term Operating Debt Acct	May. 2017	Check #		1103	\$ 2,247.94

- 7. Profit & Loss <u>Review</u>
- 8. Water Loss <u>Review</u>
- 9. Past due Water Customers <u>Review</u>

#### PROGRESS REPORT ON WATER PROJECTS:

- 1. Rt. 656 East Extension project started Sept, 2016 close to completion all but paving
- 2. I-Pearl Meters -
- 3.

#### New Business:

- A. Glade Hollow/Glade Hill DWSRF initial offer
- B. Mtn. Meadows -
- C. Rt. 656 -

#### **Old Business:**

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Meeting Adjourned – Next board meeting July 17, 2017 - 6:00 pm - 137 Highland Dr. Lebanon, VA. (Government Center)

## RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Monthly Meeting of the Board of Directors

May 15, 2017

#### MEMBERS PRESENT

#### MEMBERS ABSENT

Carter McGlothlin Clifford Hess Donnie Christian Larry McGlothlin Steve Newberry James Kiser Harvey Hart Visitor's: Rita Baker and Danny Stanley with T&L

Meeting called to order by Carter McGlothlin at 6:02 p.m. Prayer: Board Pledge of Allegiance: Board Minutes – April 2017 reviewed by Board – Motion approved by Clifford Hess, second by Larry McGlothlin, Passed Yes-6 – No-0 Adjournment – Motion made by Carter McGlothlin, second by Donnie Christian at 6:40 pm

#### Financial Report:

Financial Report given by Harvey Hart. Motion to approve by Donnie Christian, second by Clifford Hess – Motion passed Yes-6 - No-0

Amendments to Agenda:

Operations Acct.	Apr. 2017	Check #	19294	19661
Environmental Waste Acct.	Apr. 2017	Check#	120	121
Long Term Debt Acct	Apr. 2017	Check #		1103
<u> </u>				· · ·

#### **REVIEWED:**

CHECKS: - Given by Harvey Hart - Reviewed by Board PROFIT AND LOSS: - Given by Harvey Hart - Reviewed by Board WATER LOSS: - Given by Harvey Hart - Reviewed by Board PAST DUE ACCT: - Reviewed by Board

#### PROJECT UPDATE:

Route 656 East Extension – Project close to completion – all but paving

I-Pearl Radio Read Meters - Installing meters 200 of 1200 installed

Fincastle Project – should close in July.

NEW PROJECTS: Waiting on funding: Fincastle Route 603 Tank to Arrowhead Subdivision Russell County Trash Sites

NEW BUSINESS:

1. Budget – Board reviewed budget and voted to pass Yes-6 – No-0, Motion made to approve by Clifford Hess, second by Donnie Christian.

OLD BUSINESS:

.

Next Board meeting June 20, 2017 6:00 p m – 137 Highland Dr. Lebanon, VA  $\,$ 

\*Regular board meeting June 19, 2017 - meeting was rescheduled

Carter McGlothlin Chairman RCPSA

Date	Ref No.	Payee	Memo	Payment	Deposit	Balance
05/01/2017	019662	CARD SERVICES CENTER	· · · · · · · · · · · · · · · · · · ·	2,232.72		310,464.57
05/02/2017	050217	Global Payments		480.11		309,984.46
05/08/2017		AFLAC	· · · · · · · · · · · · · · · · · · ·	599.26		309,385.20
05/09/2017	19344	RITA C. BOSTIC	05/06/2017	774.66		308,610.54
05/09/2017	19345	RICHARD F. GARRETT	05/06/2017	422.95		308,187.59
05/09/2017	19346	MR BRANDON E GENT	05/06/2017	411.01		307,776.58
05/09/2017	19347	TRACY GRADY	05/06/2017	819.91	<u>+</u>	306,956.67
05/09/2017	19348	HARVEY D. HART	05/06/2017	1,244.11	1	305,712,56
05/09/2017	19349	MR TIMOTHY A HONAKER	05/06/2017	1,024.63	·	304,687,93
05/09/2017	19350	JAMES E. HORN	05/06/2017	418.19		304,269.74
05/09/2017	19351	DAVID W. HUGHES	05/06/2017	1,014.27	<u> </u>	303,255.47
05/09/2017	19352	ROBERT KEENE	05/06/2017	1,179.04		302,076.43
05/09/2017	19353	RHONDA L, LESTER	05/06/2017	789.98	· · · · · ·	301,286.45
05/09/2017	19354	CARL H. RHEA	05/06/2017	334.02		300,952.43
05/09/2017	19355	MR DAVID C ROBINSON	05/06/2017	749.16		300,203.27
05/09/2017	19356	EARLY G SAGE	05/06/2017	526.71		299,676.56
05/09/2017	19357	LUTHER SAULS	05/06/2017	822.59	<u> </u>	298,853.97
05/09/2017	19358	BRAD L. SHORTT	05/06/2017	566,93	·····	298,287.04
05/09/2017	19359	CHAD L SHORTT	05/06/2017	290,44		297,996.60
05/09/2017	19360	EDNA F. VANCE	05/06/2017	894.40	<u> </u>	297,102.20
05/09/2017	19361	MR BLAKE S YATES	05/06/2017	868,57		296,233.63
	6764	AMERICAN EXPRESS	00/00/2017	812.01	<u> </u>	295,421.62
<u> </u>	019663	EARLY G SAGE		600.00		295,421.62
05/11/2017	May-17	VRS		4,552.48		
05/12/2017	8	100	IRS Tax Pymt	4,052.46	<u> </u>	290,269.14
L	8		IRS Tax Pymt	4,612.06		290,253.85
05/12/2017	19362	JAMES L KISER	05/14/2017	144.70		285,641.79
05/15/2017	9	JAMICO L RIGER	Child Support Pymt	144.79		285,497.09
05/15/2017	019664	Carter McGlothlin	Director Fees	200.00		285,352,30
05/15/2017	019665	Clifford Hess	Director Fees	200.00		285,152.30
05/15/2017	019666	Donnie Christian	Director Fees	200.00		284,952.30
05/15/2017	019667	Larry A. McGlothlin	Director Fees	200.00		284,552.30
05/15/2017	019668	Steve Newberry	Director Fees	200.00		
05/16/2017	019000	RCBOS		200.00	00 007 00	284,352.30
05/16/2017	10		VA Tax Pymt	759.66	28,827.88	313,180.18
05/17/2017	10	CONSTRUCTION	VA TAX Pylit	739.00	20,671.64	312,420.52
05/17/2017	019669	SILVERADO	2984.0	589.45	20,071.04	333,092.16 332,502.71
05/17/2017	019670	APPALACHIAN POWER	2304.0	413.23		
		······································	<u> </u>			332,089.48
	019671 019672	SERVICES, INC.	6167000	1,370.00 551.37	· · · ·	330,719.48
	019672	EDILLON & COMPANY				330,168.11
	019673	KINGSPORT	31046-01	1,113.12		329,054.99
		LTD	6210.0	64.21		328,990.78
	019675		0210.0	786.70		328,204,08
	019676	SOLUTIONS		760.00		327,444.08
	019677	SERVICE, INC.		4,500.00		322,944.08
	019678	Electronics, Inc.		290.00		322,654.08
	019679	L & M AUTO PARTS, LTD		124.45	<u>.</u>	322,529.63
	019680	LEBANON BLOCK & SUPPLY	,	20.00		322,509.63
	019681	BENEFITS	Durand Durantizes A section of the	399,14		322,110.49
and the second s	019682	Garden Rescue Squad)	Buford Seawright Acct #24617	117,12		321,993.37
05/17/2017	019683	ORKIN-BISTOL, TN	······	56.89		321,936.48

#### Operating Account Balance as of 06/13/17: \$152,773.04 Date: 05/01/17 to 05/31/17

05/17/2017	019684	INC.	· · · · · · · · · · · · · · · · · · ·	765.39	321,171.09
05/17/2017	019685	BANK	· · · · · · · · · · · · · · · · ·	16.99	321,154.10
05/17/2017	019686	SERVICE AUTHORITY		20,919.69	300,234.41
05/17/2017	019687	TIME WARNER CABLE		41.51	300,192,90
05/17/2017	019688	TOWN OF HONAKER	······································	929.67	299,263.23
05/17/2017	019689	VERIZON		645.47	298,617.76
05/17/2017	019690	PROTECTION SERVICE, INC		59.82	298,557.94
05/18/2017	0518201708		·	29.47	298,528.47
05/18/2017		VSP VISION CARE		64.41	298,464.06
05/19/2017	019691	TOWN OF LEBANON		5,615.79	292,848.27
05/22/2017	052217	NEW PEOPLES BANK		46.63	292,801.64
05/23/2017	19363	RITA C. BOSTIC	05/20/2017	857.86	291,943.78
05/23/2017	19364	RICHARD F. GARRETT	05/20/2017	418.68	291,525.10
05/23/2017	19365	MR BRANDON E GENT	05/20/2017	388.06	291,137.04
05/23/2017	19366	TRACY GRADY	05/20/2017	802.83	290,334.21
05/23/2017	19367	HARVEY D. HART	05/20/2017	1,275.88	· · · · · · · · · · · · · · · · · · ·
05/23/2017	19368	MR TIMOTHY A HONAKER	05/20/2017	1,033.79	289,058.33
05/23/2017	19369	JAMES E. HORN	05/20/2017	457.64	288,024.54
05/23/2017	19370	DAVID W. HUGHES	05/20/2017		287,566.90
05/23/2017	19371	RHONDA L. LESTER	05/20/2017	1,034.17	286,532.73
05/23/2017	19372	CARL H. RHEA			285,742.76
05/23/2017	19373	MR DAVID C ROBINSON	05/20/2017	290.37	285,452.39
05/23/2017	19373	EARLY G SAGE	05/20/2017	733.97	284,718.42
05/23/2017			05/20/2017	360.88	284,357.54
05/23/2017	19375	LUTHER SAULS	05/20/2017	856.83	283,500.71
L		BRAD L. SHORTT	05/20/2017	550.69	282,950.02
05/23/2017		EDNA F. VANCE	05/20/2017	894.39	282,055.63
05/23/2017	19378	MR BLAKE S YATES	05/20/2017	825.82	281,229.81
05/23/2017	040000	ANTHEM DENTAL		83.50	281,146.31
05/24/2017	019692	ANTHEM BCBS		594.70	280,551.61
05/24/2017		BLUE SHIELD		11,784.00	268,767.61
	019694	APPALACHIAN POWER		1,913.88	266,853,73
05/24/2017		BLUE MEDICARERX			266,758.43
		SERVICES, INC.			263,303.63
05/24/2017	{	BVU OPTINET			263,263.17
05/24/2017		CARD SERVICES CENTER	· · · · · · · · · · · · · · · · · · ·		261,186.44
05/24/2017		EDILLON & COMPANY			261,155.26
		Elizabeth Duty	· · · · · · · · · · · · · · · · · · ·	13.75	261,141.51
·		KINGSPORT	31046-01	269.16	260,872.35
		LTD	6210.0		254,223.08
05/24/2017		SOLUTIONS			252,880.33
		SERVICE, INC.	Voided		252,880.33
		JOHN DEERE FINANCIAL			252,855.43
		L & M AUTO PARTS, LTD		239.64	252,615.79
		LEBANON BLOCK & SUPPLY		160.14	252,465.65
······		BENEFITS		405.15	252,060.50
		RAVEN SUPER MARKET		281,22	251,779.28
		Russell County Treasurer			251,704.28
		INC.		234.94	251,469.34
			RUSS11	62.50	251,406.84
		TIME WARNER CABLE		374.15	251,032.69
05/24/2017	019714	VERIZON WIRELESS		326.27	250,706.42
05/24/2017	019715	HARDWARE	-	45.46	250,660.96
05/24/2017	019716	Wytheville Office Supply, Inc.	3073	46.57	250,614.39
05/24/2017	052417	RURAL DEVELOPMENT			247,005.39

05/24/2017	052417	NEW PEOPLES BANK		77.05		246,928.34
05/25/2017	11		IRS Tax Payment	13.36		246,914.98
05/25/2017	12 ·		Child Support Payment	144.79		246,770.19
05/25/2017	13		IRS Tax Payment	4,051.15		242,719.04
05/25/2017	995089	AUTHORITY		15,594.83		227,124.21
05/25/2017	995090	AUTHORITY		5,741.28		221,382.93
05/25/2017	995092	AUTHORITY		3,339.77		218,043.16
05/25/2017	995097	AUTHORITY		2,663.08		215,380.08
05/26/2017	14		VA Tax Payment	666.89	-	214,713.19
05/30/2017	053017	RURAL DEVELOPMENT		543.00		214,170.19
05/30/2017	2017051800	ALLY		927.45		213,242.74
05/31/2017	-				99,125.03	312,367.77
05/31/2017		TOWN OF HONAKER			929.67	313,297.44
05/31/2017	1	NEW PEOPLES BANK		9.95		313,287.49

Date	Ref No.	Payee	Memo	Payment	Deposit	Balance
05/05/2017					2,311.90	129,497.48
05/12/2017					1,432.98	130,930.46
05/12/2017				1	30.78	130,961.24
05/19/2017					1,039.68	132,000.92
05/19/2017					141.92	132,142.84
05/31/2017					1,489.75	133,632.59

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#### Environmental Waste Account Balance as of 06/13/17 : \$133,632.59 Date: 05/01/17 to 05/31/17

## Long Term Debt Account Balance as of 06/13/17: \$2,247.94 Date: 05/01/17 to 05/31/17

Date	Ref No.	Payee	Memo	Payment	Deposit	Balance
05/17/2017					1,500.00	2,247.94

## Russell County Public Service Authority - Operating

PROFIT AND LOSS

.

May 2017

	ΤΟΤΑ	<u></u>
	MAY 2017	JUL 2016 - MAY 2017 (YTD)
INCOME		
4000.11 Water Revenue - Pump 1	46,941.10	921,908.10
4000.12 Water Revenue - Pump 2	21,191.16	63,402.14
4000.13 Water Revenue - Pump 3	4,164.64	11,228.54
4000.14 Water Revenue - Pump 4	2,473.38	8,118.43
4000.15 Water Revenue - Pump 5	13,000.79	40,285.63
4000.16 Water Revenue - Pump 6	5,273.54	14,365.76
4000.2 Sewer Revenue	739.37	7,018.50
4000.3 Hookup Fees Revenue	3,315.00	19,569.62
4000.4 Reconnect Revenue		1,639.69
4000.5 Trash Revenue	6,604.99	9,885.16
4000.6 Late Fee Revenue	1,910.14	22,600.39
4000.7 Miscellaneous Revenue	1,017.35	11,368.65
4000.8 Transfer Fee	288.25	568.25
4000.9 Return Check/Return Check Fee		162.00
4001.1 Credit Card Fee/Water	686.00	1,415.00
4001.2 Credit Card Fee/Hook-Up	3.00	9.00
4001.3 Credit Card Fee/Trash	15.00	39.00
4001.4 Credit Card Fee/Supplies		3.00
4100.0 Interest Income		455.61
4500.0 Government Income (Reimbursemen	28,827.88	371,534.18
45100 Job Income	·	0.00
Total Income	\$136,451.59	\$1,505,576.65
GROSS PROFIT	\$136,451.59	\$1,505,576.65
EXPENSES		
2430.0 401K CONTRIBUTIONS	1,709.37	3,418.74
2981.0 N/P Ally Financial 2013 GMC		1,326.64
6000.0 Salaries & Wages		18,827.99
6010.0 Payroli Taxes		29.65
6030.0 UNIFORMS	191.59	2,338.12
6031.0 EMPLOYEE DRUG SCREENING	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	170.00
6040.0 LIFE INSURANCE	201.95	4,092.08
60400 Bank Service Charges		321.66
6050.0 Employee Health Insurance	3,426.35	36,727.62
6050.2 ELECTRIC-PUMP 2	0, 120,00	18.13
6055.0 HEALTH INSURANCE CREDIT	26.03	541.35
6060.0 Dental Insurance	83.50	1,162.39
6070.0 RETIREMENT PLAN	977.42	33,920.65
6080.0 SHORT TERM DISABILITY	143.90	1,732.39
6090.0 CONTRACT LABOR		240.00
6100.0 Worker's Compensation		10,587.75
6110.0 TELEPHONE OFFICE	1,094.60	7,413.84
6120.0 TELEPHONE-CELL	686.41	4,111.02
	000.41	4,111.02

MAY 2017 719.59 113.63 73.17 95.70 73.17 73.17 77.25 1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86 309.11	JUL 2016 - MAY 2017 (YTD) 6,038.17 1,326.68 879.79 1,151.13 879.79 879.79 1,335.38 149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
113.63 73.17 95.70 73.17 73.17 77.25 1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	1,326.68 879.79 1,151.13 879.79 879.79 1,335.38 149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
73.17 95.70 73.17 73.17 77.25 1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	879.79 1,151.13 879.79 879.79 1,335.38 149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
95.70 73.17 73.17 77.25 1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	1,151.13 879.79 879.79 1,335.38 149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
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77.25 1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	1,335.38 149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
1,012.86 402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	149.26 10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	10,358.14 4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
402.20 419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	4,493.22 5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
419.99 48.05 221.07 11.58 306.47 22.25 108.74 369.86	5,067.18 422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
48.05 221.07 11.58 306.47 22.25 108.74 369.86	422.22 2,988.12 137.07 2,577.18 22.25 334.38 190.00 1,377.86
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11.58 306.47 22.25 108.74 369.86	137.07 2,577.18 22.25 334.38 190.00 1,377.86
306.47 22.25 108.74 369.86	2,577.18 22.25 334.38 190.00 1,377.86
22.25 108.74 369.86	22.25 334.38 190.00 1,377.86
108.74 369.86	22.25 334,38 190.00 1,377.86
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357.01	1,871.51
316.81	316.81
120.60	830.45
455.80	14,288.96
945.18	4,023.24
11,228.98	38,109.28
284.13	8,770.74
7.86	3,732.16
	353.99
	218.25
31.48	31.48
86.29	13,630.85
1,426.51	19,603.51
1,862.44	5,079.16
987.26	10,744.57
001120	1,576.91
750.00	27,000.00
100.00	160.00
	3,829.10
	2,065.00
	985.30
	398.25
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642 01	1,878.00
	979.06
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101.10	1,813.67
	516,427.16 151,784.22
	750.00 643.21 75.00 151.10 39,800.46 44,267.42

	ΤΟΤΑ	L
	MAY 2017	JUL 2016 - MAY 2017 (YTI
7000.2 WATER PURCHASE #2	6,996.24	75,772.7
7000.5 WATER PURCHASES HANSONVILLE	5,615.79	67,877.6
7100.0 SEWER FEES	-	8,172.8
8000.0 CUSTOMER DEPOSIT REFUNDS		499.1
DIRECTOR FEES	1,000.00	12,400.0
Employee Dental Insurance		582.4
Interest Expense		478.6
Reimbursements	83.20	166.4
Total Expenses	\$100,491.75	\$1,169,072.7
NET OPERATING INCOME	\$35,959.84	\$336,503.9
OTHER INCOME		
1255.0 Due From Construction Fund	9,374.76	210,255.9
Total Other Income	\$9,374.76	\$210,255.9
OTHER EXPENSES		
2510.0 N/P SWORDS CREEK	3,609.00	39,699.0
2610.0 N/P DRILL PROJECT		18,551.2
2611.0 N/P HIGHLAND ACRES/YATES WSL-16	3,339.77	6,679.5
2612.0 N/P MILLER CREEK/FRANK'S/HONEY		13,850.4
2613.0 N/P BIG A MTN. PHASE I WSL-11-9	15,594.83	31,189.6
2616,0 N/P BELFAST		55,415.9
2617.0 N/P ROSEDALE		63,557.2
2618.0 N/P NEW GARDEN/FINNEY		17,983.7
2619.0 N/P MAINS LINE WSL-40-13E		109,970.9
2620.0 N/P GREEN VALLEY ESTATES		6,795.6
2630.0 N/P SOUTH RIVER PROJECT		3,047.9
2635.0 N/P LONG BRANCH PROJECT	2,663.08	5,326.1
2640.0 N/P PINE CREEK	5,741.28	11,482.5
2641.0 N/P VRA MOUNTAIN MEADOWS		2,095.9
2650.0 N/P Clarks Valley Project		27,412.1
2660.0 N/P LYNN SPRING PROJECT	543.00	5,430.0
2927.0 N/P VSA BIG A MTN PHASE II		25,579.7
2930.0 N/P GREEN VALLEY WEST		35,325.5
2938.0 N/P BACK VALLEY		10,840.9
2984.0 N/P ALLY NEW TRUCK		3,021.1
5235.0 CUSTOMER REFUND DEPOSIT	13.75	67.1
Total Other Expenses	\$31,504.71	\$493,322.7
NET OTHER INCOME	\$ -22,129.95	\$ -283,066.7
NET INCOME	\$13,829.89	\$53,437.16

## **Russell County Public Service Authority - Construction**

PROFIT AND LOSS

May 2017

	TOTAL	
	MAY 2017	JUL 2016 - MAY 2017 (YTE
INCOME	·	
4145.0 Contributions - Govt		115,614.8
4300.0 Loan Proceeds	24,110.47	436,663.3
4400.0 Misc. Income	22,278.53	219,469.6
7200.0 Grant Contributions	7,592,19	188,745.0
Total Income	\$53,981.19	\$960,492.9
GROSS PROFIT	\$53,981.19	\$960,492.9
EXPENSES		
5500.0 Project Expenses	39,778.84	802,582.5
6000.0 Salarles - General Construction	2,425.00	31,974.4
6030.0 Uniforms	784.98	8,512.7
6090.0 Contract Labor		912.5
6101.0 Employee Screening		225.0
6110.0 Telephone Lebanon Shop		2,257.5
6110.1 Telephone Honaker Shop		886.1
6120.0 Telephone Cell	355.73	3,756.0
6140.0 Electric Lebanon Shop	73.59	1,610.8
6140.1 Electric Honaker Shop	52.33	745.2
6140.2 Electric Temp Office	70.50	807.0
6150.0 Internet Lebanon Shop	49.95	550.9
6171.0 Water Lebanon Shop	46.50	539.4
6171.1 Water Honaker Shop		359.2
6175.0 Trash Lebanon Shop	29.00	463.5
6175.1 Trash Honaker Shop	75.00	825.0
6200.0 Supplies	86.06	3,868.3
6206.0 Repair & Maintenance Office	1,342.75	1,342.7
6220.0 Repair & Maint.	1,684.96	24,367.2
6240.0 Gas, Oll, Grease	1,849.44	15,635.6
6260.0 Office Supplies	708.42	2,953.2
6270.0 Postage & Delivery	39.00	602.8
6300.0 Accounting Services		3,500.0
6340.0 Small Tools & Equipment		4,046.9
6370.0 Rent Lebanon Shop	539.70	5,165.7
6370.1 Rent Honaker Shop		3,000.0
6390.0 Advertising		660.1
6420.0 Finance/Service Charges	584.80	1,009.4
6430.0 Dues/Subscriptions	75.00	75.0
6445.0 License/Tags/inspections		203.0
6446.0 Permit Fees		750.00
9001.0 Transfer Out To PSA		115,614.8
Fotal Expenses	\$50,651.55	\$1,039,803.38
NET OPERATING INCOME	\$3,329.64	\$ -79,310.47

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	MAY 2017	JUL 2016 - MAY 2017 (YTD)
NET INCOME	\$3,329.64	\$ -79,310.47

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\* Reporting from 5/26/17 to 6/30/17

\* Student athlete classes and men's classes boosting membership & sales

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## MINUTES

Russell County Tourism Committee Regular Meeting May 16, 2017 11:00am Vincent's Vineyard

Members Present: Alice Meade, Jim Lyttle, Betsy Gilmer, Ann Monk, Jennifer Chumbley, Jackie Hubbard, Susan Hilton, Donna Meade, Jeff Hess, Kathy Stewart, Patsy Phillips Guests: Angie Carpenter, Helen Owens Ex-Officio: Kim Short, Lou Ann Wallace

Meeting called to order by Alice Meade

Motion to approve agenda by Donna Meade, seconded by Betsy Gilmer, motion passes.

Motion to approve April 18, 2017 minutes by Donna Meade, seconded by Jim Lyttle, motion passes.

Motion to approve April 26, 2017 Special Meeting Minutes by Jennifer Chumbley, seconded by Ann Monk, motion passes.

Kim Short discussed the approval of the by-laws at the special meeting on April 26, 2017. Committee discussed sending a letter and copy of new by-laws to Becki Joyce and Yvonne Rutherford to confirm if they wish to remain on the Tourism Committee. Angela Carpenter spoke of her interest in becoming a committee member, she currently works at the Chamber of Commerce. Susan Hilton advised the committee that Chance Dye of Honaker maybe interested in becoming a member to fill the vacant Honaker Representative spot on the committee. Jim Lyttle made a motion to send a letter and copy of the by-laws to Becki Joyce and Yvonne Rutherford to confirm if they want to remain on the committee, seconded by Betsy Gilmer, motion passed.

Susan Hilton spoke about the committee's decision to allow conference calls per by-laws and advised she could set up a conference line for use by the committee.

Kim Short advised the committee of the VA Cattlemen's Field Day, which will be July 7, 2017 at 11:00am, sponsored by Stuart Land and Cattle Company. Expected attendance will be 700-1000 people including the President of the Department of Agriculture and cattlemen from many states. The event will include food catering, live music, vendors, bus tours of the county, and is invitation (RSVP) only. Kim spoke about RC Tourism Committee setting up a booth at the event and the need for volunteers to maintain the booth.

Kim Short discussed the Destination Planning Process that involves a Tobacco Commission Grant for Heart of Appalachia to identify and assess a marketing plan throughout the county.

Jennifer Chumbley spoke about the progress in Cleveland and upcoming construction for new campground, park and swinging bridge as well as walking trail by Tank Hollow Falls.

Donna Meade spoke about the upcoming "Dinner on the Grounds" on May 20<sup>th</sup> with the LOVEworks dedication at 2:00pm, tickets are still on sale for the luncheon. Donna spoke about the Health Coalition Dinner, which will be held near the Court House in Lebanon on August 26th.

Jackie Hubbard advised that the Farmer's Market in Lebanon is now open for the season.

Kathy Stewart spoke about the upcoming Clinch River Days Festival in St Paul and the St. Paul – Breaks Interstate Park 2017 Guided Bus Tours beginning with Coal Heritage Trail Tour on June 2<sup>nd</sup>, the Museums & Flannagan Dam tour on July 15<sup>th</sup>, the evening Elk Tour on September 16<sup>th</sup> and the Festivals on October 7<sup>th</sup>.

Lou Ann Wallace spoke about the Mountains of Music Homecoming and all the great events, this year will include a free Sunday on the Clinch.

Kim Short remined the committee of the Beartown Hike on June 13<sup>th</sup>.

Susan Hilton remined the committee of Guitars and Goodtimes on June 2<sup>nd</sup> and RCMC Relay for Life on June 10<sup>th</sup>.

Donna Meade remined the committee of the Bluegrass, Bees, and Blooms Festival on June 10<sup>th</sup>.

Jackie Hubbard updated the committee on the progress of the LOVEworks for Lebanon, and the new Bill Bolling Park in Lebanon, which will be 50% parking and 50% park. Jackie spoke about the improvements completed at the Town of Lebanon's Ballfield known as the "Dust Bowl" and future ball tournaments for players 4-16 age range. Jackie advised the committee the RC School Board has donated the Town of Lebanon land next to the shelter to build at least 6 batting cages and a 13,000-square foot gym.

Jim Lyttle advised the committee that the Charity Horse Show was successful, with 319 participants and \$3100 raised for four different cancer associations. Jim advised that around 30% of riders came from states such as WV and KY and around 25% were from the Cleveland area. Jim discussed the need for more equine events.

Angela Carpenter advised the committee that there will be a booth at the fair for Chamber of Commerce and the committee discussed options to showcase the Tourism Committee.

Kim Short and Lou Ann Wallace gave a quick update about the Scenic River study that was completed on the Clinch River from Nash's Ford to St. Paul. A letter confirming the results of the study will be mailed. The BoS is discussing options for cleaning parts of the river that are littered with trash. Lou Ann reminded the committee that Scenic River status is vital to the possible future State Park program and we must work together, to change the routine of dumping or disposing of trash into the river.

Angela Carpenter spoke to the committee about a county newsletter the Chamber of Commerce is developing with plans to begin in June.

Meeting Adjourned.

Next regular meeting date is June 20, 2017 at Vincent's Vineyard beginning at 11:30 am.

# Russell County Tourism Committee Member Listing

BOARD MEMBERS:	TERM EXPIRES:	Renewal Month
Becki Joyce	June 30, 2018	April 2018
Pauline Salyers	June 30, 2018	April 2018
Yvonne Rutherford	April 30, 2019	February 2019
Alice Meade	June 30, 2019	April 2019
Ann Monk	June 30, 2019	April 2019
Patsy Phillips	June 30, 2019	April 2019
Donna Meade	June 30, 2019	April 2019
Susan Hilton	June 30, 2019	April 2019
James Lyttle	June 30, 2019	April 2019
Jeff Hess	August 30, 2019	June 2019
Betsy Gilmer	August 30, 2019	June 2019
Town Representatives	·	
Jackie Hubbard (Lebanon)	February 1, 2020	December 2019
Jennifer Chumbley (Cleveland)	March 7, 2020	January 2020
Cathy Ray (Honaker)	March 7, 2020	January 2020
Kathy Stewart (St. Paul)	March 7, 2020	January 2020
Ex-Offico		
Lou Wallace	December 31, 2019	October 2019
Kim Short	June 30, 2018	April 2018

## MONTHLY BANK BALANCES

## 5/31//2017

Regular Account	3,952,577.08	
Honaker Library Donations	4.93	
IDA Debt Reduction	1.00	
Employee Insurance	374,556.22	
Employee Claims Account	1,000.00	
Knox Coal Insurance Fund	414.84	
Russell Co. Housing Fund	4,424.36	
School Textbook	39,102.55	
Sheriff Domestic Violence	2,396.08	
Sheriff Seized Assets	26,086.35	
Sheriff Restitution	7,578.71	
Sheriff Forfeited Assets	10,598.31	
Comm Attorney Forfeited Assets	31,154.94	
Federal Comm Attorney Forfeited Assets	1,030.06	
Sheriff Federal Forfeited Assets	63,352.99	
Comm Attorney Fed Justice Forfeited Assets	92,347.12	
Commonwealth Attorney Abanoned Property	500.00	
Sheriff Federal Justice Forfeited Assets	8,344.49	
SSI Recipients	7,536.92	
First Sentinel Bank	17,265.34	
Bank of Honaker	57,048.77	
New Peoples Bank	417,161.12	
Certificates of Deposit General	49,575.00	
Treasurer's Money Market	3,483,885.62	
Certificate of Deposit Library Donations	24,788.80	
Certificates of Deposit Knox Creek Ins.	240,027.19	
Certificate of Deposit Employee Insurance	1,056,187.57	
Total Cash In Bank	9,968,946.36	
Cash In Office	1,600.00	
Petty Cash	100.00	. <u></u>
TOTAL CASH	9,970,646.36	

	DATE	May 31, 2017
ACCOUNT	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	9,968,946.36	
Petty Cash	100.00	
General Fund		6,935,075.13
Sheriff In State Trip		23,376.06
Sheriff Dare Fund		100.00
Sheriff Seized Assets		26,086.35
Sheriff Restitution		7,578.71
Sheriff Forfeited Assets		10,598.31
Comm Attorney Forfeited Assets		31,154.94
Federal Comm Atty Forfeit Assets		1,030.06
Honaker Library Donations		24,788.80
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		63,352.99
Sheriff Domestic Violence		2,396.08
Comm Attorney Abanoned Prop		500.00
Comm Attorney Fed Justice		92,347.12
Sheriff Fed Justice Forfeited		8,344.49
Social Services		(280,842.70)
Swva Asap		11,669.24
Coal Road Improvement		87,618.52
CSA		(425,056.15)
School Fund		1,321,497.27
School Food		(147,342.13)
School Textbook		39,102.55
Regional Adult Education		279,240.37
Litter Fund Trash Pickup		(11,770.90)
Current Credit		80.37
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		7,536.92
Damage Stamp Fund		2,823.98
IDA Debt Reduction		1.00
Valley Heights		39,348.87
Dante Sewer		49,575.00
Employee Health Insurance		1,430,743.79
Knox Coal Insurance	······································	240,442.03
Employee Insurance Claims		1,000.00
Law Library		43,377.83
Special Welfare		44,876.43
Housing Fund #2		7,700.00
Russell Co Health & Fitness		33,722.24
Cannery		(37,996.70)
WIB		(9,190.36)
Total	9,970,646.36	9,970,646.36