

RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – DECEMBER 17, 2019

Board Room

Reconvened Meeting

5:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



CALL TO ORDER – Clerk of the Board

ROLL CALL – Clerk of the Board

EXECUTIVE SESSION (CLOSED) – Legal Matters

(SCHEDULED ONE HOUR BEFORE REGULAR BOS MEETING -- REGULAR BOS MEETING BEGINS AT 6 P.M.)

INVOCATION – Chairperson

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

APPROVAL OF AGENDA

NEW BUSINESS

1. Transfer of Castlewood Water & Sewer Assets to RC PSA
2. Transfer of RC Board of Supervisors' Real Property to RC PSA
3. Comprehensive Transfer Agreement
4. Other County Business.

ADJOURNMENT

Russell County Virginia

“The Heart of Southwest Virginia”

Harry Ferguson
At-Large

Tim Lovelace
District 1

Lou Ann Wallace
District 2

Rebecca Dye, Chairperson
District 6

Steve Breeding, Vice-Chairman
District 5

Carl Rhea
District 3

David Eaton
District 4

Lonzo Lester
County Administrator

NOTICE OF RECONVENED MEETING OF THE RUSSELL COUNTY BOARD OF SUPERVISORS

TAKE NOTICE the Russell County Board of Supervisors' Reconvened Meeting to be held December 17th, 2019, at 5 p.m. for Executive Session and Reconvened Meeting at 6 p.m. at the Russell County Government Center, Board of Supervisors Board Room, located in Lebanon, Virginia, for the purposes as set forth below:

The Board shall consider the following:

Transfer of Castlewood Water & Sewer Assets to RC PSA

Transfer of RC Board of Supervisors' Real Property to RC PSA

Comprehensive Transfer Agreement

Other County Business.

**BY ORDER OF THE
RUSSELL COUNTY
BOARD OF SUPERVISORS**

CLOSED SESSION

Motion made by _____, second by _____ and duly approved by the Board of Supervisors enter into closed session to discuss Legal Matters pursuant to Section 2.2-3711(A) (1), (3), (5), (7), (8).

The vote was:

Aye: _____

Nay: _____

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 Supervisors 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 -

Lou Ann Wallace -

Carl Rhea -

Steve Breeding -

David Eaton -

Rebecca Dye -

Harry Ferguson -

APPROVAL TO RETURN TO REGULAR SESSION

Motion made by _____, second by _____ and duly approved by the Board of Supervisors to return to regular session.

The vote was:

Aye: _____

Nay: _____

TRANSFER AGREEMENT

This Transfer Agreement is dated as of the ___ day of December, 2019, by and between **THE CASTLEWOOD WATER AND SEWAGE AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the CWSA), **RUSSELL COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the County), and **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the RCPSA).

The CWSA has been created pursuant to the Virginia Water and Waste Authorities Act (the Act) for the purpose of acquiring, operating and maintaining a water and sewer system in Russell County, Virginia.

The CWSA has owned and operated a water and sewer system in the County (the CWSA System).

The CWSA has financed the cost of the System through the issuance by the CWSA of its Bonds, see Exhibit A, to the United States of America (the Government) and to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the VRA).

The County also currently owns and operates a water and sewer System in the County (the County System).

The County has financed the cost of the County System through the issuance by the County of its Bonds, see Exhibit ~~AB~~, to the United States of America (the Government) and to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund, and as Administrator of the Virginia Water Facilities Revolving Fund (the VRA).

The RCPSA has been created pursuant to the Act for the purpose of acquiring, operating and maintaining a water and sewer system in Russell County, Virginia.

The RCPSA currently owns and operates a water and sewer system in the County (the RCPSA System).

The PSA has financed the cost of the System through the issuance by the RCPSA of its Bonds, see Exhibit ~~AC~~, to the United States of America (the Government) and to the Virginia Resources Authority, as Administrator of the Virginia Water Supply Revolving Fund (the VRA).

The CWSA joined the RCPSA by Certificate of Joinder issued June 24, 2019, under which process it was agreed the CWSA System would be transferred to the RCPSA and the CWSA Bonds would be assumed by the RCPSA.

In connection with the refinancing of the CWSA Bonds and the County Bonds by the RCPSA's assumption thereof, the CWSA and the County now wish to provide for the transfer of the CSWA System and the County System to the RCPSA, the assumption by the RCPSA of the payment and performance of obligations of the CWSA with respect to the CSWA System, the assumption by the RCPSA of the payment and performance of obligations of the County with respect to the County System, and the assumption by the RCPSA of the obligations of the CWSA and the County under the CWSA Bonds and the County Bonds, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived hereunder, the parties agree as follows:

1. On the terms and conditions set forth in this Agreement, the CWSA transfers to the RCPSA, and the RCPSA accepts from the CWSA, all the assets, funds and real and personal properties of the CWSA (the "CWSA Assets") including but not limited to the following:

- a. All plants, facilities, pump stations, intakes, mains, laterals, meters, valves and equipment constituting a part of, or used or usable in connection with, the CWSA System;
- b. The parcels of real estate or interests therein described in the instruments listed on the attached Exhibit ~~B~~D, and all improvements thereon;
- c. All real property rights, easements, and appurtenances;
- d. All rights for money due or to become due in connection with services provided by the CWSA System and all funds or reserves, and all moneys therein, held by the CWSA in connection with the CWSA Bonds or the CWSA System;
- e. All inventory and supplies;
- f. All rights under the CWSA's contracts, commitments, orders, agreements or other material arrangements existing in connection with the ongoing operation of the CWSA System, and all material manufacturer, supplier or contractor warranties or guarantees respecting the CWSA System;
- g. All licenses, permits and other governmental authorizations to operate the CWSA System as presently operated (the "Permits");

- h. All books and records; provided, however, that the CWSA shall have the right and privilege to retain and use such books and records until its final audit is completed;
- i. All equipment, vehicles and trailers; and
- j. All the CWSA's right and interest to and in customer deposits, if any.

2. On the terms and conditions set forth in this Agreement, the County transfers to the RCPSA, and the RCPSA accepts from the County, all the assets, funds and real and personal properties of the County (the "County Assets") including but not limited to the following:

- a. All plants, facilities, pump stations, intakes, mains, laterals, meters, valves and equipment constituting a part of, or used or usable in connection with, the County System;
- b. The parcels of real estate or interests therein described in the instruments listed on the attached Exhibit CB, and all improvements thereon;
- c. All real property rights, easements, and appurtenances;
- d. All rights for money due or to become due in connection with services provided by the County System and all funds or reserves, and all moneys therein, held by the County in connection with the County Bonds or the County System;
- e. All inventory and supplies;
- f. All rights under the County's contracts, commitments, orders, agreements or other material arrangements existing in connection with the ongoing operation of the County System, and all material manufacturer, supplier or contractor warranties or guarantees respecting the County System;
- g. All licenses, permits and other governmental authorizations to operate the County System as presently operated (the "Permits");
- h. All books and records; provided, however, that the County shall have the right and privilege to retain and use such books and records until its final audit is completed;
- i. All equipment, vehicles and trailers; and

j. All the County's right and interest to and in customer deposits, if any.

3. In consideration for the transfer of the CWSA Assets to it, the RCPSA shall (a) assume obligations of the CWSA (including the obligations under the CWSA Bonds), all pursuant to a Lenders' Assumption and Parity Agreement, substantially in the form attached hereto as Exhibit E (the "Lenders' Agreement").

4. In consideration for the transfer of the County Assets to it, the RCPSA shall (a) assume obligations of the County (including the obligations under the County Bonds), all pursuant to the Lenders' Agreement

5. The transfer of the CWSA Assets and the County Assets shall take place on or before December 17, 2019, in Virginia, or on such other date and at such other place as the parties may designate by written agreement. The parties recognize and agree that for a reasonable period following the closing, the County may remain in control of the billing and collection operations and facilities in order to complete its last billing cycle, apply customer deposits to outstanding bills and then transfer the remaining funds to the County.

6. Except as specifically set forth in this Agreement, the CWSA and the County each make no representation or warranty, express or implied, whether of merchantability, fitness for a particular purpose or otherwise as to any item or document to be conveyed or assigned hereunder, and the RCPSA will make and rely on its own inspection of the tangible personal property and will accept it in "as is, where is" condition.

7. The CWSA represents and warrants to the RCPSA:

7.1 Organization of CWSA. The CWSA is duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full corporate power and CWSA to own and operate the Assets.

7.2 Authorization. The CWSA has full corporate power and the CWSA to enter into this Agreement, to consummate the contemplated transactions and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the CWSA and is a valid and binding obligation of the CWSA, enforceable against it in accordance with its terms.

7.3 Title to Property. Except as expressly disclosed in writing to the RCPSA, the CWSA has done nothing to adversely affect good and marketable title to the Assets or to impose on the Assets any security interest or other encumbrance, lien, charge or restriction of any kind or character.

7.4 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in (a) a material violation of or a conflict with any provision of the Certificate of Incorporation or Bylaws of the CWSA, or (b) a material violation by the CWSA of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or any event which with notice, lapse of time, or both, would result in any such material violation.

7.5 Audited Financial Statements; Books and Records. The audited financial statements for the period ending June 30, 2019, fairly present the financial condition of the CWSA as of the date thereof and reflect all known claims against and all debts and liabilities of the CWSA. The books and records of the CWSA are in all material respects true, complete, correct and up to date and have been maintained in accordance with reasonable business practice.

7.6 Material Contracts. Set forth on Schedule 6.6, is an accurate and complete list of all outstanding leases, contracts, agreements and other undertakings relating to the Sewer System, to which the CWSA is a party or to which any of the properties of the CWSA is subject (the "Contracts"), each is in full force and effect, and there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default by the CWSA thereunder. The CWSA has not violated any of the terms or conditions thereof in any material respect, and all of the covenants required to be performed to date by any other party thereto have been fully performed.

Commented [KP1]: I spoke with Lonzo and he stated that there are no outstanding leases or contracts related to the Sewer System. Should we just state that There are no outstanding leases, contracts, agreements or other undertakings related to the Sewer System, to which the CWSA is a party or to which any of the properties of the CWSA is subject to?

7.7 Absence of Undisclosed Liabilities. The CWSA has no material liability or obligation, secured or unsecured, whether accrued, absolute, contingent or otherwise, known or unknown, except as disclosed on Exhibit A, Schedule 4.7 to this Agreement.

7.8 Documents. The CWSA is not subject to, or a party to, any existing charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, order, judgment or decree, or any other restriction of any kind or character which materially adversely affects the CWSA System or the CWSA Assets, or which would prevent consummation of the transactions contemplated by this Agreement, compliance by the CWSA with the terms, conditions and provisions hereof.

7.9 Litigation and Compliance Matters. The CWSA (a) is not engaged in or a party to, or to the knowledge of the CWSA threatened with, any legal action or other proceeding before any court, arbitration or other tribunal or administrative agency, (b) has not been charged with and, to the knowledge of the CWSA, is not under investigation with respect to any charge concerning, any violation of any law or administrative regulation in respect of its System and (c) is not in default under or in violation of any judgment, order, decree, regulation or rule of any court of governmental CWSA applicable to it. The CWSA is not subject to any existing judgment, order or decree entered in any lawsuit or proceeding which may have an adverse effect on any of its operations, business practices or on its ability to acquire any property or conduct business in any area.

7.10 Environmental Conditions. To the best of CWSA's knowledge, the CWSA is in compliance with all federal, state and local laws, regulations, ordinances, decrees, rules, orders and notices relating to the environment and applicable in any way to the CWSA and/or to the System. To the best of CWSA's knowledge, there are no adverse environmental conditions or liabilities affecting the Assets, the System or the CWSA, or any other property leased or used by CWSA, including, but not limited to, any related to the use, treatment, storage, release, or disposal of petroleum products or hazardous or toxic substances, materials, pollutants, wastes or contaminants. To the knowledge of the CWSA, there are no underground storage tanks located in any real property owned by the CWSA.

7.11 Governmental Regulations; Permits; Licenses; Franchises, Etc. All Permits are in full force and effect, valid and outstanding. The CWSA has complied with all of the terms and conditions under which each is held or has been granted a waiver or variance and no event has occurred which permits or, upon the giving of notice or the lapse of time or otherwise, would permit the revocation or termination of any of the foregoing or would materially adversely affect the rights of the CWSA thereunder. To the best knowledge of the CWSA, there are no other permits required by the CWSA to conduct its System. No Permit has ever been revoked, canceled or suspended or the subject of any investigation or proceeding for the suspension, revocation or cancellation thereof.

8. The County represents and warrants to the RCPSA:

87.1 Authorization. The County has full corporate power and authority to enter into this Agreement, to consummate the contemplated transactions and to perform its obligations hereunder. The execution, delivery and performance of this Agreement and the consummation of the contemplated transactions have been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by the County and is a valid and binding obligation of the County, enforceable against it in accordance with its terms.

87.2 Title to Property. Except as expressly disclosed in writing to the RCPSA, the County has done nothing to adversely affect good and marketable title to the Assets or to impose on the Assets any security interest or other encumbrance, lien, charge or restriction of any kind or character.

87.3 No Conflict or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in a material violation by the County of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or any event which with notice, lapse of time, or both, would result in any such material violation.

87.4 Audited Financial Statements; Books and Records. The audited financial statements for the period ending June 30, 2019, fairly present the financial condition of the County as of the date thereof and reflect all known claims against and all debts and liabilities of the County. The books and records of the County are in all material respects true, complete, correct and up to date and have been maintained in accordance with reasonable business practice.

87.5 Material Contracts. Set forth on Schedule 7.5 is an accurate and complete list of all outstanding leases, contracts, agreements and other undertakings relating to the Sewer System, to which the County is a party or to which any of the properties of the County is subject (the "Contracts"), each is in full force and effect, and there exists no event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default by the County thereunder. The County has not violated any of the terms or conditions thereof in any material respect, and all of the covenants required to be performed to date by any other party thereto have been fully performed.

Commented [KP2]: The same as the above comment.

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87.6 Absence of Undisclosed Liabilities. The County has no material liability or obligation, secured or unsecured, whether accrued, absolute, contingent or otherwise, known or unknown, except as disclosed on Schedule 7.6 to this Agreement.

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87.7 Documents. The County is not subject to, or a party to, any existing charter, bylaw, mortgage, lien, lease, license, permit, agreement, contract, instrument, order, judgment or decree, or any other restriction of any kind or character which materially adversely affects the County System or the County Assets, or which would prevent consummation of the transactions contemplated by this Agreement, compliance by the County with the terms, conditions and provisions hereof.

87.8 Litigation and Compliance Matters. The County (a) is not engaged in or a party to, or to the knowledge of the County threatened with, any legal action or other proceeding before any court, arbitration or other tribunal or administrative agency, (b) has not been charged with and, to the knowledge of the County, is not under investigation with respect to any charge concerning, any violation of any law or administrative regulation in respect of its System and (c) is not in default under or in violation of any judgment, order, decree, regulation or rule of any court of governmental authority applicable to it. The County is not subject to any existing judgment, order or decree entered in any lawsuit or proceeding which may have an adverse effect on any of its operations, business practices or on its ability to acquire any property or conduct business in any area.

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87.9 Environmental Conditions. To the best of County's knowledge, the County is in compliance with all federal, state and local laws, regulations, ordinances, decrees, rules, orders and notices relating to the environment and applicable in any way to the County and/or to the County System. To the best of the County's knowledge, there are no adverse environmental conditions or liabilities affecting the County Assets, the County System or any other property leased or used by the County in connection with the County Assets. To the knowledge of the County, there are no underground storage tanks located in any real property owned by the County.

87.10 Governmental Regulations; Permits; Licenses; Franchises, Etc. All Permits are in full force and effect, valid and outstanding. The County has complied with all of the terms and conditions under which each is held or has been granted a waiver or variance and no event has occurred which permits or, upon the giving of notice or the lapse of time or otherwise, would permit the revocation or termination of any of the foregoing or would materially adversely affect the rights of the County thereunder. To the best knowledge of the County, there are no other permits required by the County to conduct the County System. No Permit has ever been revoked, canceled or suspended or the subject of any investigation or proceeding for the suspension, revocation or cancellation thereof.

9. At the closing, the parties shall perform the following actions:

- a. The CWSA shall sell, convey and transfer to the RCPSA the CWSA Assets by delivering to the RCPSA such bills of sale, special warranty deeds and assignments as may be necessary or desirable to transfer them to the RCPSA, free and clear of all liens and encumbrances created by the CWSA.
- b. The County shall sell, convey and transfer to the RCPSA the County Assets by delivering to the RCPSA such bills of sale, special warranty deeds and assignments as may be necessary or desirable to transfer them to the RCPSA, free and clear of all liens and encumbrances created by the County.
- c. The CWSA, the County, the RCPSA, the Government and the VRA shall execute and deliver the Lenders' Agreement.
- d. Title Opinion
- e. Counsel Closing Opinions
- f. Each instrument of conveyance will contain the following covenant:

The property described herein was obtained or improved with Federal financial assistance and is subject to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964, Title 9 of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and other similarly

worded Federal statutes, and the regulations issued pursuant thereto that prohibit discrimination on the basis of race, color, national origin, handicap, religion, age, or sex in programs or activities receiving Federal financial assistance. Such provisions apply for as long as the property continues to be used for the same or similar purposes for which the Federal assistance was extended, or for so long as the purchaser owns it, whichever is later.

10. For a reasonable time following the closing hereunder until the CWSA is dissolved, the CWSA will assist the RCPSA in connection with the orderly transfer of the operation of the CWSA System and the billing and collecting for the services of the CWSA System. The County will also continue to assist the RCPSA in connection with the orderly transfer of the operation of any County Systems and the billing and collecting for the services of the County.

11. Each party agrees that it shall, upon the request of the other, execute and deliver such further documents (in the form and substance reasonably acceptable to the requesting party) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

12. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

WITNESS the following signatures and seals:

CWSA

(SEAL)

By: _____
Name:
Title: Chairman

Attest:

Secretary

Russell County

(SEAL)

By: _____
Name:
Title: Chairman, Board of Supervisors

Attest:

Clerk

RCPSA

(SEAL)

By: _____
Name:
Title: Chairman

Attest:

Secretary

List of Attachments:

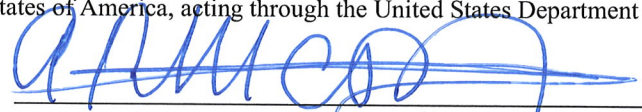
- Exhibit A - Outstanding Obligations of CWSA, RCPSA and the County~~CWSA Real Estate~~
- Exhibit B - CWSA Real Estate~~County Real Estate~~
- Exhibit C - County Real Estate~~Form of Lenders' Agreement~~
Schedules

PRELIMINARY TITLE OPINION

Loan Applicant The Russell County Public Service Authority, a Political Subdivision of the Commonwealth of Virginia	Address of Property Various, all in the Castlewood area of Russell County, Virginia	
Applicant for Title Examination The Russell County Public Service Authority, a Political Subdivision of the Commonwealth of Virginia	County Russell	State Virginia

- I. At the request of the above-named applicant(s) for title examination, I have examined title to the real property described in attached Schedule A and, if the security includes a water right, to the water right described in attached Schedule B (such real property or water right, or both, herein referred to as "the property"), offered as security in connection with a loan to be made or insured by the United States of America, acting through the United States Department of Agriculture (USDA).
- II. My examination covered the period commencing with a period in excess of 30 years, * filed for record on _____, _____, at _____ M. o'clock, to November 15, 2019, 8:30 _____, at A. _____ M. o'clock.
- III. Based on said examination and any additional information concerning the title which has come to my attention, it is my opinion that title to the property, subject only to the encumbrances, reservations, exceptions, and defects, and the provisions of any security instrument authorizing future advances which would have priority over the proposed USDA security instrument, all of which are set forth at the end of the description, is vested in the following party or parties:
The Russell County Water and Sewage Authority, now known as the Castlewood Water and Sewage Authority
- IV. In order to vest good and marketable title in fact to the property in the loan applicant or in the loan applicant and co-applicant as required or permitted by the respective USDA Agency, subject only to the encumbrances, exceptions, and reservations which under written authorization from the respective USDA Agency may remain outstanding, the following satisfactions, releases, payments, quitclaim deeds, warranty deeds, or affidavits or other conveyances or curative instruments, must be obtained and, unless otherwise indicated, recorded:
Warranty Deed from the Russell County Water and Sewage Authority, now known as the Castlewood Water and Sewage Authority, vesting title in The Russell County Public Service Authority
- V. The names of the parties, in addition to the loan applicant(s), who must execute the security instrument in order to give the respective USDA Agency a lien free and clear of dower, curtesy and homestead rights, are:
N/A
- VI. I will assist in closing the loan and promptly render a supplemental opinion covering the interval from the terminal date of the search covered by this Opinion to the time when the real estate security instrument and any other necessary instruments executed in connection with the loan are filed for record.
- VII. I have made the title examination, and issue this Opinion. This Opinion is issued expressly for the benefit of the above-named applicant for title examination and the United States of America, acting through the United States Department of Agriculture and I assume liability to each hereunder.

11-15-2019
(Date)


(Attorney's signature)

A. Benton Chafin, Jr., Chafin Law Firm,
P.C., P.O.Box 1210, Lebanon, VA 24266

(Address)

EXCEPTIONS TO TITLE

Castlewood Water and Sewer Authority/Russell County Public Service Authority

1. Tracts No. 1, 12 and 15 – Deed of Trust dated June 16, 2009, from The Castlewood Water and Sewage Authority, formerly Russell County Water and Sewage Authority, to Jonathan Mullins and Joyce Kilgore, Trustees, in the principal amount of \$500,000.00. Said Deed of Trust is in favor of New Peoples Bank, Inc., and may be found of record in Deed Book 707, at page 342, and re-recorded in Deed Book 841, at page 767.

2. All matters set forth in the property description for the various properties.

3. Such state of facts as are shown by the plats of subject properties.

4. Easements in favor of Appalachian Power Company dated June 22, 1992, of record in Deed Book 399, at page 441, February 24, 1997, of record in Deed Book 464, at page 309, and September 13, 2006, of record in Deed Book 679, at page 541.

5. Easement in favor of Verizon Virginia, Inc., dated April 19, 2001, of record in Deed Book 529, at page 405.

6. Easement in favor of Virginia Electric and Power Company dated December 3, 2008, of record in Deed Book 701, at page 68.

VRA Loans to The Castlewood Water & Sewage Authority, Russell County, and The Russell County Public Service Authority (as of July 8, 2019)

Borrower	Project	Dated	Original Loan		Revenues	Lien	County MO?	Rate Covenant	Interest rate	Term
			Amount	7/8/19 Outstanding						
Castlewood WSA	WSL-07-99	1-May-01	\$ 640,000.00	\$ 317,418.11	Water and wastewater	Senior	Yes	None	2.0%	30
Castlewood WSA	WSL-07-02	1-Mar-02	\$ 653,250.00	\$ 272,756.62	Water and wastewater	Senior	Yes	None	2.5%	25
Castlewood WSA	C-515284-02	1-Aug-02	\$ 142,481.00	\$ 31,970.24	Water and wastewater	Senior	Yes	None	3.0%	20
Castlewood WSA	WSL-23-03	1-Aug-04	\$ 661,019.00	\$ 353,620.32	Water and wastewater	Senior	Yes	None	0.0%	30
Castlewood WSA	WSL-08-06	1-Jun-06	\$ 299,409.00	\$ 174,655.25	Water and wastewater	Senior	Yes	None	0.0%	30
Castlewood WSA	WSL-10-07	1-Dec-08	\$ 359,813.00	\$ 233,878.52	Water and wastewater	Senior	Yes	None	0.0%	30
Castlewood WSA	WSL-13-07	1-Dec-08	\$ 200,400.00	\$ 118,812.01	Water and wastewater	Senior	Yes	None	0.0%	30
Castlewood WSA	WSL-10-08	1-Jun-10	\$ 167,012.00	\$ 116,908.46	Water and wastewater	Senior	Yes	None	0.0%	30
Castlewood WSA	WSL-16-09	1-Jun-11	\$ 100,000.00	\$ 71,591.32	Water and wastewater	Senior	Yes	100%	0.0%	30
Castlewood WSA	WSL-33-10	1-Apr-12	\$ 325,473.00	\$ 264,512.45	Water and wastewater	Senior	Yes	100%	3.0%	30
Castlewood WSA	WSL-14-13	1-Jan-15	\$ 166,965.00	\$ 87,536.25	Water and wastewater	Senior	Yes	100%	2.5%	30
Castlewood WSA	WSL-28-14E	1-Jul-15	\$ 317,151.00	\$ 300,027.69	Water and wastewater	Senior	Yes	100%	2.0%	30
County of Russell	WSL-11-98	1-Nov-01	\$ 935,690.00	\$ 405,465.71	Water	Senior	No	115%	0.0%	30
County of Russell	WSL-16-97	1-Nov-01	\$ 1,678,400.00	\$ 747,850.25	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-12-97	1-Nov-01	\$ 344,477.00	\$ 143,532.13	Water	Senior	No	115%	0.0%	30
County of Russell	WSL-06-02	1-Nov-02	\$ 822,366.00	\$ 370,064.54	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-04-04	1-Mar-05	\$ 556,538.00	\$ 306,095.95	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-10-04	1-Oct-05	\$ 91,439.00	\$ 51,815.49	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-17-05	1-Oct-05	\$ 1,906,717.00	\$ 1,112,251.52	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-14-05	1-Apr-06	\$ 415,518.00	\$ 242,382.18	Water	Junior	Yes	None	0.0%	30
County of Russell	WSL-16-05	1-Mar-07	\$ 197,179.00	\$ 116,869.21	Water	Junior	Yes	None	0.0%	30
Russell County PSA	WSL-30-05	1-Dec-05	\$ 99,775.00	\$ 42,619.91	Water	Senior	Yes	None	3.0%	20
Russell County PSA	WSL-19-06	1-Jun-08	\$ 1,534,941.00	\$ 997,612.00	Water	Junior	Yes	None	0.0%	30
Russell County PSA	WSL-02-09	1-Dec-10	\$ 325,227.00	\$ 204,109.84	Water	Senior	Yes	100%	0.0%	30
Russell County PSA	WSL-08-09	1-Jan-11	\$ 1,059,765.00	\$ 777,161.00	Water	Senior	Yes	100%	0.0%	30
Russell County PSA	WSL-02-11	1-Jul-11	\$ 103,783.00	\$ 87,680.46	Water	Senior	Yes	100%	3.0%	30
Russell County PSA	WSL-04-10E	1-Dec-12	\$ 700,843.00	\$ 627,334.36	Water	Senior	Yes	100%	3.0%	30
Russell County PSA	WSL-40-13E	1-Jun-14	\$ 3,537,000.00	\$ 2,838,098.79	Water	Senior	Yes	100%	2.0%	20
Russell County PSA	WSL-27-14E	1-Jul-15	\$ 93,071.00	\$ 84,814.51	Water	Senior	Yes	100%	2.0%	30
Russell County PSA	WSL-21-15	1-Aug-16	\$ 294,202.00	\$ 221,148.55	Water	Senior	Yes	100%	2.25%	30
Russell County PSA	WSL-23-15E	1-Aug-16	\$ 445,925.00	\$ 427,138.73	Water	Senior	Yes	100%	2.3%	30
Russell County PSA	WSL-20-15E	1-Aug-17	\$ 197,027.00	\$ 152,095.66	Water	Senior	Yes	100%	2.25%	30
Russell County PSA	WSL-22-15E	1-Aug-17	\$ 512,053.00	\$ 503,149.27	Water	Senior	Yes	100%	2.25%	30

Castlewood	No. of Loans:	12	\$ 4,032,973.00	\$ 2,343,687.24
County of Russell		9	\$ 6,948,324.00	\$ 3,496,326.98
Russell County PSA		12	\$ 8,903,612.00	\$ 6,962,963.08
Total		33	\$ 19,884,909.00	\$ 12,802,977.30

Senior Lien	No. of Loans:	25	\$ 12,681,811.00	\$ 8,858,036.16
Junior Lien		8	\$ 7,203,098.00	\$ 3,944,941.14
Total		33	\$ 19,884,909.00	\$ 12,802,977.30

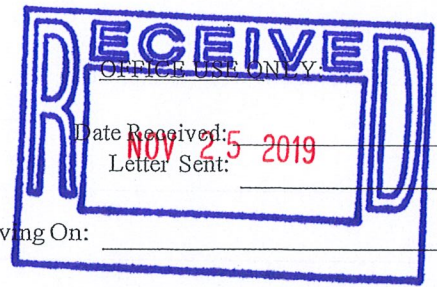
Board Appointments for 2019

Name	Term	Term Ending	Phone Number
Community Policy Management Team			
Lonzo Lester	Four Year	November 4, 2019	
Jeffrey Brintle	Three Year	November 7, 2019	
Name	Term	Term Ending	Phone Number
Cumberland Mountain Community Service Board			
Donald Ramey	Four Year	December 31, 2019	
Department of Social Services			
Rebecca Dye	Four Year	December 31, 2019	
Laurel Rasnick (Fill unexpired term)	Four Year	June 30, 2022	
Name	Term	Term Ending	Phone Number
Finney Community Center			
Edward Tiller	Two Year	December 4, 2019	
Highway and Safety			
Linda Cross	Two Year	December 31, 2019	
IDA			
Mike Hincer	Four Year	December 31, 2019	
Tony Dodi	Four Year	December 31, 2019	
Richard Lockridge	Four Year	December 31, 2019	
Southwest VA EMS Council			
Maxie Skeen	Four Year	December 31, 2019	



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION



Currently Serving On: _____

NAME: Hale Billy R Mr.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 3024 Clifton Farm Rd.
Honaker, Va. 24260 billyhale@gmail.com
(Email Address)

TELEPHONE NUMBERS: 276-873-6067 276-701-1939 _____
(Home) (Business) (FAX)

PROFESSION/VOCATION: Retired (former, trucking business)

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Social Service Bd.
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: _____

EDUCATION: High School (Richlands High) attended SVUCC

JOB EXPERIENCE: Own a cattle farm, operated trucking business 32 yrs.
mine foreman for Island Creek Coal Co.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: 9 yrs on Social Service Bd. (Russell Co.)
Bd. of Directors Oxbow Corp. BOE member (2019)

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? Bd. of Equalization
IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? yes
IF YES, PLEASE NAME: Social Service Bd.

ARE YOU A REGISTERED VOTER? yes DISTRICT NUMBER: 3



COUNTY OF RUSSELL, VIRGINIA

COMMITTEE APPLICATION



Currently Serving On: _____

NAME: Sauls Sedrik NMN Mr.
(Last) (First) (Middle Initial) (Mr., Mrs., Miss, Rank)

HOME ADDRESS: 2371 Drill Road
Honaker, VA 24260 sed_s@hotmail.com
(Email Address)

TELEPHONE NUMBERS: 276-971-2427 276-883-5637 276-889-7638
(Home) (Business) (FAX)

PROFESSION/VOCATION: Probation Officer

BOARDS/COMMISSIONS ON WHICH YOU WISH TO SERVE: Board of Social Services

(List no more than 3 -- in order of preference :)

OTHER INTERESTS: Family, successfully serving the citizens of
Russell County, and reducing recidivism rates through public safety.

EDUCATION: High School Diploma: Honaker High School.

B.S. Psychology: Virginia Intermont College, 2012

JOB EXPERIENCE: DSS Emergency Foster Care Worker: February, 2016. APS worker:

DSS March, 2016 - July, 2017. Case Management Counselor: cont...

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Please refer to back page.

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? No

IF YES, PLEASE NAME: _____

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMISSION? No

IF YES, PLEASE NAME: _____

ARE YOU A REGISTERED VOTER? Yes DISTRICT NUMBER: 9th

Congressional
3rd
Election

OTHER INTERESTS (Continued)

and on going Community Support and Reinforcement with Evidence Based Practices.

JOB EXPERIENCE (Continued):

Keen Mountain Correctional Center, August 10, 17
- Dec. 9, 2018. Probation Officer, Appalachian Detention and
Diversion Center, Dec. 10, 2018 - June 24, 2019.
Probation and Parole Officer, Russell Co. District 17, June 25 -
Present

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued):

Local Department of
Social Services: Russell County. Probation and Parole
Officer: Appalachian Community Corrections Alternative
Program. Probation and Parole Officer: District 17
Abingdon, Russell County Sub-Office.



**RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION**



DATE OF APPLICATION: 11-7-19

(Please print or type in black ink)

NAME: Angela Carpenter getfancy101@gmail.com
(First) (Last) (Email Address)

MAILING ADDRESS: 1995 Big Cedar Creek

E911 ADDRESS: SAME

TELEPHONE NUMBERS: 276-701-5111 276-889-8041 276-202-5229
(Home) (Business) (Cell)

PROFESSION/VOCATION: Chamber of Commerce Director

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: Heart of Appalachia

(List no more than 3 -- in order of preference :)

OTHER INTERESTS: small business development, tourism

EDUCATION: Associates - General Studies, Associated Medical Lab Tech
Associates Lab Technology

JOB EXPERIENCE: Chamber Director, business owner - Getfancy,
Hospital Lab Coordinator PCMC, Lean Business Coordinator - PCMC (was)

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: _____

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? yes

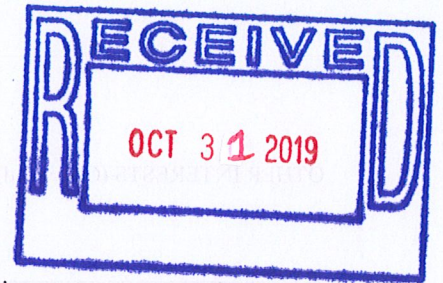
IF YES, PLEASE NAME: Sunset Advisory Committee, Tourism

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? yes

IF YES, PLEASE NAME: SAME



RUSSELL COUNTY BOARD OF SUPERVISORS
BOARD / COMMITTEE APPLICATION



DATE OF APPLICATION: Oct. 31, 2019

(Please print or type in black ink)

NAME: ALICE MEADE aliceandbernard@verizon.net
(First) (Last) (Email Address)

MAILING ADDRESS: 28 Major St.

E911 ADDRESS: 28 Major St.

TELEPHONE NUMBERS: _____ 276-880-5275
(Home) (Business) (Cell)

PROFESSION/VOCATION: Administrative position for Russell Co.

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: Heart of Appalachia Bd.

(List no more than 3 -- in order of preference :)

OTHER INTERESTS: Volunteering and Traveling

EDUCATION: High School Graduate - J.D. Burton High

JOB EXPERIENCE: 10 yrs in Russell Co. Treas. Office - 33 years in Russell County Board of Supervisors - Asst. Co. Adm.

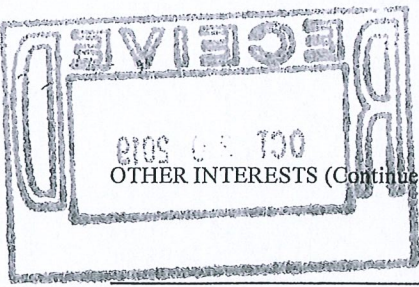
CIVIC OR SERVICE ORGANIZATION EXPERIENCE: Christian Center Bd., App. Agency for Senior Citizens, People, Inc.

ARE YOU CURRENTLY A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? Yes

IF YES, PLEASE NAME: TAC and CPMS

HAVE YOU PREVIOUSLY SERVED AS A MEMBER OF A RUSSELL COUNTY BOARD OR COMMITTEE? Yes

IF YES, PLEASE NAME: Several boards & committees as Asst. Co. Adm.



OTHER INTERESTS (Continued):

JOB EXPERIENCE (Continued):

CIVIC OR SERVICE ORGANIZATION EXPERIENCE (Continued):

*I have been a member of
Tourism Bd. and now TAC. Former Chairperson of
Heart of Appalachia representing Russell County.*