

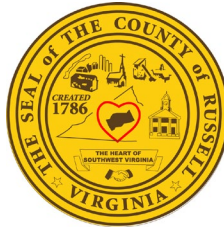
RUSSELL COUNTY
BOARD OF SUPERVISOR'S MEETING
AGENDA – DECEMBER 9, 2020

Conference Room

Regular Meeting

5:00 PM

Russell County Governmental Center
Lebanon, Virginia 24266



The Russell County Board of Supervisors Meetings will be held pursuant to the Russell County Emergency Ordinance of April 6, 2020 and amended on September 8, 2020 to allow for the Continuity of Government Operations During the Pandemic, including Altering the Process for Conducting Public Meetings; Restricting the Use of Public Buildings or Facilities; Providing Additional Powers to the Director of Emergency Management to Incur Costs, Waive Procedures, and Take Other Temporary Actions; and Suspending Deadlines and Procedures.

CALL TO ORDER & 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

PUBLIC HEARING

1. Belfast Waterline Extension, Phase III
2. RC Erosion and Sediment Ordinance
3. County Property Transfer to County IDA

PRESENTATIONS

1. Dr. Greg Brown – RC School Board

2. Jess Powers - RC Emergency Management

NEW BUSINESS

1. Approval of Minutes. Consider approval of the minutes of the following meeting of the Russell County Board of Supervisors.....A-1

a. Unapproved minutes of November 2, 2020

2. Approval of Expenditures. Consider approval of expenditures presented for payment.....A-2

3. Committee Appointments for Board Consideration.

Drill Community Center

Charlene Blankenship	Two-Year Term	December 31, 2020
Rachel Helton	Two-Year Term	December 31, 2020
Doug Lester	Two-Year Term	December 31, 2020
Harold D. Thomas	Two-Year Term	December 31, 2020
Betty Sue Hess	Two-Year Term	December 31, 2020

CITIZEN'S COMMENT PERIOD

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

1. Courthouse Project Proposal Resolution (Pursuant to PPEA)
2. RC Erosion and Sediment Ordinance
3. VRA & RC PSA Lenders' Agreements
4. Clinch River Little League
5. Key Western Property Easement

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

1. Russell County CARES Fund Financial Summary.....B-1
2. RC Abstract of Votes.....B-2

- 3. VDOT Secondary System Construction Six-Year Plan.....B-3
- 4. Honaker & Castlewood Canneries.....B-4
- 5. RC Planning Commission’s Comprehensive Plan.....B-5

REQUESTS

- 6. Russell County “CARES” Business Grants.....B-6
- 7. VDOT – Discontinuance of Rte. 671 and Rte. 678.....B-7
- 8. CARES Act Funding to Fast Track Broadband Projects Grant.....B-8
- 9. Litter Prevention & Recycling Grant.....B-9
- 10. RC Emergency Operations Center Generator Grant.....B-10
- 11. CPRHA Payment in Lieu of Taxes for Pittston Place & HUD Development.....B-11
- 12. RC BOS Annual Employee Turkey.....B-12
- 13. 2020 Holiday Leave Schedule.....B-13

MATTERS PRESENTED BY THE BOARD

ADJOURNMENT

COUNTY AGENCY / BOARD REPORTS:

- Treasurer’s Report.....C
- RC IDAD
- RC PSAE
- RC Tourism.....F
- RC Planning CommissionG
- Conference Center.....H
- RC Fitness Center.....I
- RC Transportation & Safety.....J
- RC Cannery Reports.....K
- RC Building Inspector.....L
- RC Litter Report.....M
- CPWMA Report.....N
- RC Disposal Report.....O

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)(7)(8) – Legal Discussions concerning Personnel Matters; Little League Property Lease; RC PSA Consolidation; Transfer of County Property to County IDA; County’s Opioid Litigation; and Northrop Grumman Litigation.

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 -

Oris Christian -

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: _____



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Chairperson

Meeting: 12/9/20 6:00 PM

Public Hearing

- 1. Belfast Waterline Extension, Phase III**
- 2. RC Erosion and Sediment Ordinance**
- 3. County Property Transfer to County IDA**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
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

PUBLIC NOTICE

The Russell County Board of Supervisors will conduct **Public Hearings** on Wednesday, December 9, 2020 at 6:00 p.m. to hear comments concerning the adoption of the **“Erosion and Sediment Control Ordinance”** and **“Belfast Phase III Water Project”** and **“Transfer of County Property to County IDA.”**

A copy of the proposed Erosion and Sediment Control Ordinance is available for review in the Office of the County Administrator at 137 Highland Drive, Lebanon, Virginia during normal business hours.

In addition, the ordinance is posted on the County’s Website at <http://www.russellcountyva.us/257/Ordinances-Resolutions> and on [RussellCountyVA App](#) on Google Play Store.

The Public Hearings will be held in the **Russell County Government Conference Room** at the Russell County Governmental Center, 133 Highland Drive, Lebanon, Virginia during the regular December 2020 monthly meeting.

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

EROSION AND SEDIMENT CONTROL ORDINANCE OF RUSSELL COUNTY VIRGINIA

Section 10-1. TITLE, PURPOSE, AND AUTHORITY

This ordinance shall be known as the "Erosion and Sediment Control Ordinance of **Russell County**." The purpose of this chapter is to prevent degradation of properties, stream channels, waters and other natural resources of the County by establishing requirements for the control of soil erosion, sediment deposition and non-agricultural runoff and by establishing procedures whereby these requirements shall be administered and enforced.

This Chapter is authorized by the Code of Virginia, Title 62.1, Chapter 3.1, Article 2.4, known as the Virginia Erosion and Sediment Control Law.

Section 10-2. DEFINITIONS:

As used in the ordinance, unless the context requires a different meaning:

1. "**Agreement in lieu of a plan**" means a contract between the plan-approving authority and the owner that specifies conservation measures that must be implemented in the construction of a single-family residence; this contract may be executed by the plan-approving authority in lieu of a formal site plan.
2. "**Applicant**" means any person submitting an erosion and sediment control plan for approval or requesting the issuance of a permit, when required, authorizing land-disturbing activities to commence.
3. "**Board**" means the Virginia State Water Control Board.
4. "**Certified inspector**" means an employee or agent of Russell County who (i) holds a certificate of competence from the Board in the area of project inspection or (ii) is enrolled in the Board's training program for project inspection and successfully completes such program within one year after enrollment.
5. "**Certified plan reviewer**" means an employee or agent of Russell County who (i) holds a certificate of competence from the Board in the area of plan review, (ii) is enrolled in the Board's training program for plan review and successfully completes such program within one year after enrollment, or (iii) is licensed as a professional engineer, architect, certified landscape architect or land surveyor pursuant to Article 1 (Sec. 54.1-400 et seq.) of Chapter 4 of Title 54.1 or a professional soil scientist as defined in Sec. 54.1-2200 of the Code of Virginia.
6. "**Certified program administrator**" means an employee or agent of Russell County who (i) holds a certificate of competence from the Board in the area of program administration or (ii) is enrolled in the Board's training program for program administration and successfully completes such program within one year after enrollment.
7. "**County**" means the County of **Russell**.
8. "**Clearing**" means any activity which removes the vegetative ground cover including, but not limited to, root mat removal or top soil removal.

9. **"Department"** means the Department of Environmental Quality.
10. **"Development"** means a tract or parcel of land developed or to be developed as a single unit under single ownership or unified control which is to be used for any business or industrial purpose or is to contain three or more residential dwelling units.
11. **"Director"** means the Director of the Department of Environmental Quality.
12. **"District"** or **"Soil and Water Conservation District"** refers to the Clinch Valley Soil and Water Conservation District.
13. **"Erosion and Sediment Control Plan"** or **"Plan"** means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory, and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions and all information deemed necessary by the plan approving authority to assure that the entire unit or units of land will be so treated to achieve the conservation objectives.
14. **"Erosion Impact Area"** means an area of land not associated with a current land-disturbing activity but subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes.
15. **"Excavating"** means any digging, scooping or other methods of removing earth materials.
16. **"Filling"** means any depositing or stockpiling of earth materials.
17. **"Grading"** means any excavating or filling of earth material or any combination thereof, including the land in its excavated or filled conditions.
18. **"Land-disturbing Activity"** means any man-made change to the land surface that may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands in the Commonwealth, including, but not limited to, clearing, grading, excavating, transporting, and filling of land, except that the term shall not include:
 - a) Minor land-disturbing activities such as home gardens and individual home landscaping, repairs and maintenance work;
 - b) Individual service connections;
 - c) Installation, maintenance, or repair of any underground public utility lines when such activity occurs on an existing hard-surfaced road, street or sidewalk, provided the land-disturbing activity is confined to the area of the road, street, or sidewalk that is hard-surfaced;
 - d) Septic tank lines or drainage fields unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
 - e) Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.1 of the Code of Virginia;
 - f) Tilling, planting, or harvesting of agricultural, horticultural, or forest crops, or livestock feedlot operations; including engineering operations as follows: construction of terraces, terrace outlets, check dams,

desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; however, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (Sec. 10.1- 1100 et seq.) of Title 10.1 of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in Subsection B of Sec. 10.1-1163;

- g) Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company;
 - h) Agricultural engineering operations, including but not limited to the construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds not required to comply with the provisions of the Dam Safety Act (Va. Code § 10.1-604 et seq.), ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation;
 - i) Disturbed land areas of less than 10,000 square feet in size;
 - j) Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;
 - k) Emergency work to protect life, limb or property, and emergency repairs; however, if the land-disturbing activity would have required an approved erosion and sediment control plan, if the activity were not an emergency, then the land area disturbed shall be shaped and stabilized in accordance with the requirements of this ordinance.
19. **"Land-disturbing Permit or approval"** means a permit or other form of approval issued by Russell County for the clearing, filling, excavating, grading, transporting of land or for any combination thereof or for any other land disturbing activity.
20. **"Natural channel design concepts"** means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.
21. **"Owner"** means the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.
22. **"Peak flow rate"** means the maximum instantaneous flow from a given storm condition at a particular location.
23. **"Permittee"** means the person to whom the land-disturbing approval is issued or the person who certifies that the approved erosion and sediment control plan will be followed.
24. **"Person"** means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.
25. **"State permit"** means an approval to conduct a land-disturbing activity issued by the Board in the form of a state stormwater individual permit or coverage issued under a state general permit.
26. **VESCP Plan-approving authority"** means the building official department is responsible for determining the adequacy of a plan submitted for land-disturbing activities on a unit or units of lands and for approving plans.

28. **"VЕСP authority" or "program authority"** means the County of Russell which has adopted a soil erosion and sediment control program that has been approved by the Board.
29. **Responsible Land Disturber**" or "RLD" means an individual holding a certificate issued by the department who is responsible for carrying out the land-disturbing activity in accordance with the approved ESC plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the ESC plan or permit as a prerequisite for engaging in land disturbance.
30. **"Runoff volume"** means the volume of water that runs off the land development project from a prescribed storm event.
31. **"Single-family residence"** means a noncommercial dwelling that is occupied exclusively by one family.
32. **"State waters"** means all waters on the surface and under the ground wholly or partially within or bordering the Commonwealth or within its jurisdiction.
33. **"Transporting"** means any moving of earth materials from one place to another place other than such movement incidental to grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs.
34. **"Virginia Erosion and Sediment Control Program" or "VЕСP"** means a program approved by the Board that has been established by a VЕСP authority for the effective control of soil erosion, sediment deposition, and non-agricultural runoff associated with a land-disturbing activity to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, permit requirements, annual standards and specifications, policies and guidelines, technical materials, and requirements for plan review, inspection, enforcement where authorized in this article, and evaluation consistent with the requirements of this article and its associated regulations.
35. **"Water Quality Volume"** means the volume equal to the first one-half inch of runoff multiplied by the impervious surface of the land development project.

Section 10-3. LOCAL EROSION AND SEDIMENT CONTROL PROGRAM

Pursuant to section 62.1-44.15:54 of the Code of Virginia, the County hereby establishes a VЕСP program and adopts the regulations promulgated by the Board (for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources) *and the Virginian Erosion & Sediment Control Handbook, third edition.*

In accordance with § 62.1-44.15:52 of the Code of Virginia, any plan approved prior to July 1, 2014 that provides for stormwater management that addresses any flow rate capacity and velocity requirements for natural or man-made channels shall satisfy the flow rate capacity and velocity requirements for natural or man-made channels if the practices are designed to (i) detain the water quality volume and to release it over 48 hours; (ii) detain and release over a 24-hour period the expected rainfall resulting from the one year, 24-hour storm; and (iii) reduce the allowable peak flow rate resulting from the 1.5, 2, and 10-year, 24-hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of the forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in a good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels

- A. For plans approved on and after July 1, 2014, the flow rate capacity and velocity requirements for natural and man-made channels shall be satisfied by compliance with water quantity requirements specified in § [62.1-44.15:28](#) of the Stormwater Management Act and 9VAC25-870-66 of the Virginia Stormwater Management Program (VSMP) regulations, unless such land-disturbing activities are in accordance with the grandfathering provisions of the Virginia Stormwater Management Program (VSMP) Regulations.
- B. Pursuant to Sec. 62.1-44.15:53 of the Code of Virginia, an erosion control plan shall not be approved until it is reviewed by a certified plan reviewer. Inspections of land-disturbing activities shall be conducted by a certified inspector. The Erosion Control Program of the County shall contain a certified program administrator, a certified plan reviewer, and a certified inspector (who may be the same person.)
- C. The County hereby designates the building official department as the plan-approving authority.
- D. The program and regulations provided for in this ordinance shall be made available for public inspection at the office of the building official department.

Section 10-4. SUBMISSION AND APPROVAL OF PLANS: CONTENTS OF PLANS

- A. Except as provided herein, no person may engage in any land-disturbing activity until he or she has submitted to the building official department an erosion and sediment control plan for the land-disturbing activity and such plan has been approved by the **VESCP authority**. No approval to begin a land disturbing activity will be issued unless evidence of state permit coverage is obtained where it is required. Where land-disturbing activities involve lands under the jurisdiction of more than one VESCP, an erosion and sediment control plan, at the option of the applicant, may be submitted to the Department for review and approval rather than to each jurisdiction concerned. Where the land-disturbing activity results from the construction of a single-family residence, an agreement in lieu of a plan may be substituted for an erosion and sediment control plan if executed by the plan-approving authority.
- B. The standards contained within the "Virginia Erosion and Sediment Control Regulations" and the Virginia Erosion and Sediment Control Handbook as amended are to be used by the applicant when making a submittal under the provisions of this ordinance and in the preparation of an erosion and sediment control plan. The plan-approving authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations and guidelines. When the standards vary between the publications, the State regulations shall take precedence.
- C. The VESCP plan-approving authority shall review erosion and sediment control plans submitted to it and grant written approval within 60 days of the receipt of the plan if it determines that the plan meets the requirements of the Erosion and Sediment Control Law and the Board's regulations, and if the person responsible for carrying out the plan certifies that he will properly perform the measures included in the plan and will conform to the provisions of this ordinance. In addition, as a prerequisite to engaging in the land-disturbing activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of the responsible land disturber, to the program authority, as provided by § 62.1-44.15:52, of the Virginia Erosion and Sediment Control Law, who will be in charge of and responsible for carrying out the land-disturbing activity. Failure to provide the name of the responsible land disturber, prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance.

The VESCP plan-approving authority shall waive the certificate of competence requirement for an agreement in lieu of a plan for construction of a single-family residence. If a violation occurs during the land-disturbing activity, then the person responsible for carrying out the agreement in lieu of a plan shall correct the violation and provide the name of the responsible land disturber, as provided by § 62.1-44.15:52 of the Virginia Erosion and Sediment Control Law. Failure to provide the name of the responsible land disturber shall be a violation of this ordinance.

- D. When the plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the applicant within 45 days. The notice shall specify such modifications, terms and conditions that will permit approval of the plan. If no action is taken within 45 days, the plan shall be deemed approved and the person authorized to proceed with the proposed activity.
- E. The VESCP authority shall act on any erosion and sediment control plan that has been previously disapproved within 45 days after the plan has been revised, resubmitted for approval, and deemed adequate.
- F. The VESCP authority may require changes to an approved plan when:
- (1) The inspection reveals that the plan is inadequate to satisfy applicable regulations; or
 - (2) The person responsible for carrying out the plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ordinance, are agreed to by the plan-approving authority and the person responsible for carrying out the plans.
- G. Variances: The VESCP plan-approving authority may waive or modify any of the standards that are deemed to be inappropriate or too restrictive for site conditions, by granting a variance. A variance may be granted under these conditions:
- (1) At the time of plan submission, an applicant may request a variance to become part of the approved erosion and sediment control plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the plan-approving authority shall be documented in the plan.
 - (2) During construction, the person responsible for implementing the approved plan may request a variance in writing from the plan-approving authority. The plan-approving authority shall respond in writing either approving or disapproving such a request. If the plan-approving authority does not approve a variance within 10 days of receipt of the request, the request shall be considered to be disapproved. Following disapproval, the applicant may resubmit a variance request with additional documentation.
 - (3) The VESCP authority shall consider variance requests judiciously, keeping in mind both the need of the applicant to maximize cost effectiveness and the need to protect off-site properties and resources from damage.
- H. In order to prevent further erosion, the County may require approval of a plan for any land identified in the local program as an erosion impact area.
- I. When a land-disturbing activity will be required of a contractor performing construction work pursuant to a construction contract, the preparation, submission, and approval of an erosion and sediment control plan shall be the responsibility of the owner.
- J. In accordance with the procedure set forth in §62.1-44.15:55 (E) of the Code of Virginia, any person engaging, in more than one jurisdiction, in the creation and operation of wetland mitigation or stream restoration banks, which have been approved and are operated in accordance with applicable federal and state guidance, laws, or regulations for the establishment, use, and operation of wetland mitigation or stream restoration banks, pursuant to a mitigation banking instrument signed by the Department of Environmental Quality, the Marine Resources Commission, or the U.S. Army Corps of Engineers, may, at the option of that person, file general erosion and sediment control specifications for wetland mitigation or stream restoration banks annually with the Board for review and approval consistent with guidelines established by the Board. Approval of general erosion and sediment control specifications does not relieve the owner or operator from compliance with any other local ordinances and regulations including requirements to submit plans and obtain permits as may be required by such

ordinances and regulations.

- K. State agency projects are exempt from the provisions of this ordinance except as provided for in the Code of Virginia, Sec. 62.1-44.15:56.

Section 10-5. PERMITS; FEES; SECURITY FOR PERFORMANCE

- A. Agencies authorized under any other law to issue grading, building, or other permits for activities involving land-disturbing activities shall not issue any such permit unless the applicant submits with his application an approved erosion and sediment control plan, certification that the plan will be followed and evidence of state permit coverage where it is required.
- B. No person may engage in any land-disturbing activity until he has acquired a land-disturbing permit (unless the proposed land-disturbing activity is specifically exempt from the provisions of this ordinance), and has paid the fees and posted the required bond.
- C. An administrative fee of **\$150** shall be paid to the County at the time of submission of the erosion and sediment control plan.
- D. No land-disturbing permit shall be issued until the applicant submits with his application an approved erosion and sediment control plan or agreement in lieu of an approved erosion and sediment control plan and certification that the plan will be followed.
- E. All applicants for Industrial, Commercial, or Retail Permits shall provide the County a performance bond with surety, cash escrow, or an irrevocable letter of credit acceptable to the Building Official to ensure that measures could be taken by the County at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him by the approved plan as a result of his land-disturbing activity.

The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs and inflation which shall not exceed twenty-five percent of the cost of the conservation action. Should it be necessary for the County to take such conservation action, the County may collect from the applicant any costs in excess of the amount of the surety held.

Within sixty (60) days of adequate stabilization, as determined by Building Official in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpended or unobligated portion thereof, shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section. These requirements are in addition to all other provisions relating to the issuance of permits and are not intended to otherwise affect the requirements for such permits.

Section 10-6. MONITORING, REPORTS, AND INSPECTIONS

- A. The responsible land disturber, as provided by § [62.1-44.15:52](#), shall be in charge of and responsible for carrying out the land-disturbing activity and provide for periodic inspections of the land-disturbing activity. The County may require the person responsible for carrying out the plan to monitor the land-disturbing activity. The person responsible for carrying out the plan will maintain records of these inspections and maintenance, to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation.
- B. The building official department shall periodically inspect the land-disturbing activity in accordance with 9VAC25-840-60 of the Virginia Erosion and Sediment Control Regulations to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and

sedimentation. The owner, permittee, or person responsible for carrying out the plan shall be given notice of the inspection.

If the building official assessor determines that there is a failure to comply with the plan, notice shall be served upon the permittee or person responsible for carrying out the plan by mailing with confirmation of delivery to the address specified in the permit application or in the plan certification, or by delivery at the site of the land-disturbing activities to the agent or employee supervising such activities.

The notice shall specify the measures needed to comply with the plan and shall specify the time within which such measures shall be completed. Upon failure to comply within the specified time, the permit may be revoked and the permittee or person responsible for carrying out the plan shall be subject to the penalties provided by this ordinance.

- C. Upon issuance of an inspection report denoting a violation of Va. Code §§ 62.1-44.15:55, -44.15:56, the building official assessor may, in conjunction with or subsequent to a notice to comply as specified in this ordinance, issue an order requiring that all or part of the land-disturbing activities permitted on the site be stopped until the specified corrective measures have been taken.

If land-disturbing activities have commenced without an approved plan, the building official may issue an order requiring that all the land-disturbing activities be stopped until an approved plan or any required permits are obtained.

Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth, or where the land-disturbing activities have commenced without an approved plan or any required permits, such an order may be issued without regard to whether the alleged violator has been issued a notice to comply as specified in this ordinance. Otherwise, such an order may be issued only after the alleged violator has failed to comply with such a notice to comply.

The order shall be served in the same manner as a notice to comply, and shall remain in effect for a period of seven days from the date of service pending application by the County or permit holder for appropriate relief to the Circuit Court of Russell County. The County shall serve such order for disturbance without an approved plan or permits upon the owner by mailing with confirmation of delivery to the address specified in the land records. Said order shall be posted on the site where the disturbance is occurring, and shall remain in effect until permits and plan approvals are secured, except in such situations where an agricultural exemption applies.

If the alleged violator has not obtained an approved plan or any required permits within seven days from the date of service of the order, the building official assessor may issue an order to the owner requiring that all construction and other work on the site, other than corrective measures, be stopped until an approved plan and any required permits have been obtained. Such an order shall be served upon the owner by mailing with confirmation of delivery to the address specified in the permit application or the land records of the County.

The owner may appeal the issuance of an order to the Circuit Court of Russell County.

Any person violating or failing, neglecting or refusing to obey an order issued by building official may be compelled in a proceeding instituted in the Circuit Court of Russell County to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.

Upon completion and approval of corrective action or obtaining an approved plan or any required permits, the order shall immediately be lifted. Nothing in this section shall prevent the building official from taking any other action authorized by this ordinance.

Section 10-7. PENALTIES, INJUNCTIONS, AND OTHER LEGAL ACTIONS

- A. Violators of this ordinance shall be guilty of a Class I misdemeanor.
- B. Any person who violates any provision of Va. Code §§ 62.1-44.15:55, 62.1-44.15:56 shall, upon a finding of the District Court of Russell County, be assessed a civil penalty. The civil penalty for any one violation shall be not less than \$100 nor more than \$1,000, except that the civil penalty for commencement of land-disturbing activities without an approved plan shall be \$1,000. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of \$10,000, except that a series of violations arising from the commencement of land-disturbing activities without an approved plan for any site shall not result in civil penalties which exceed a total of \$10,000. Any such civil penalties shall be in lieu of criminal sanctions and shall preclude the prosecution of such violation as a misdemeanor under subsection A of § [62.1-44.15:63](#).
- C. The building official, assessor, or the owner of property which has sustained damage or which is in imminent danger of being damaged, may apply to the Circuit Court of Russell County to enjoin a violation or a threatened violation of Va. Code §§ 62.1-44.15:55, 62.1-44.15:56, without the necessity of showing that an adequate remedy at law does not exist.
- However, an owner of property shall not apply for injunctive relief unless (i) he has notified in writing the person who has violated the local program, and the program authority, that a violation of the local program has caused, or creates a probability of causing, damage to his property, and (ii) neither the person who has violated the local program nor the program authority has taken corrective action within fifteen days to eliminate the conditions which have caused, or create the probability of causing, damage to his property.
- D. In addition to any criminal or civil penalties provided under this ordinance, any person who violates any provision of the Erosion and Sediment Control Law may be liable to Russell County in a civil action for damages.
- E. Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting, or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$2,000 for each violation. A civil action for such violation or failure may be brought by the County.
- Any civil penalties assessed by a court shall be paid into the treasury of Russell County, except that where the violator is the locality itself, or its agent, the court shall direct the penalty to be paid into the state treasury.
- F. With the consent of any person who has violated or failed, neglected or refused to obey any regulation or condition of a permit or any provision of this ordinance, or order of the VESCP authority the County may provide for the payment of civil charges for violations in specific sums, not to exceed the limit specified in Subsection E of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under Subsection B or E.
- G. The Commonwealth's Attorney shall, upon request of the County, take legal action to enforce the provisions of this ordinance.
- H. Compliance with the provisions of this ordinance shall be prima facie evidence in any legal or equitable proceeding for damages caused by erosion, siltation or sedimentation that all requirements of law have been met, and the complaining party must show negligence in order to recover any damages.

Section 10-8. APPEALS AND JUDICIAL REVIEW

- A. Final decisions of Russell County under this ordinance shall be subject to review by the Russell County Circuit Court, provided an appeal is filed within 30 days from the date of any written decision adversely affecting the rights, duties, or privileges of the person engaging in or proposing to engage in land-disturbing activities.

DRAFT



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Information Item
Presenters - Various

Meeting: 12/9/20 6:00 PM

Presentations

- 1. Dr. Greg Brown – RC School Board**
- 2. Jess Powers - RC Emergency Management**

Staff Recommendation:

Presentation – Informational Only.

Suggested Motion:

Board Discretion.

ATTACHMENTS:

- Various

**RUSSELL COUNTY PUBLIC SCHOOLS
SCHOOL BOARD DRIVE
P. O. Box 8
LEBANON, VA 24266**

**PLANS FOR THE
CONSTRUCTION OF
AGRICULTURAL EDUCATION BUILDING
AT LEBANON HIGH SCHOOL**

Prepared By:

**D. R. PRICE ENGINEERING & LAND SURVEYING, INC. PC
P. O. BOX 1270
HONAKER, VA 24260**

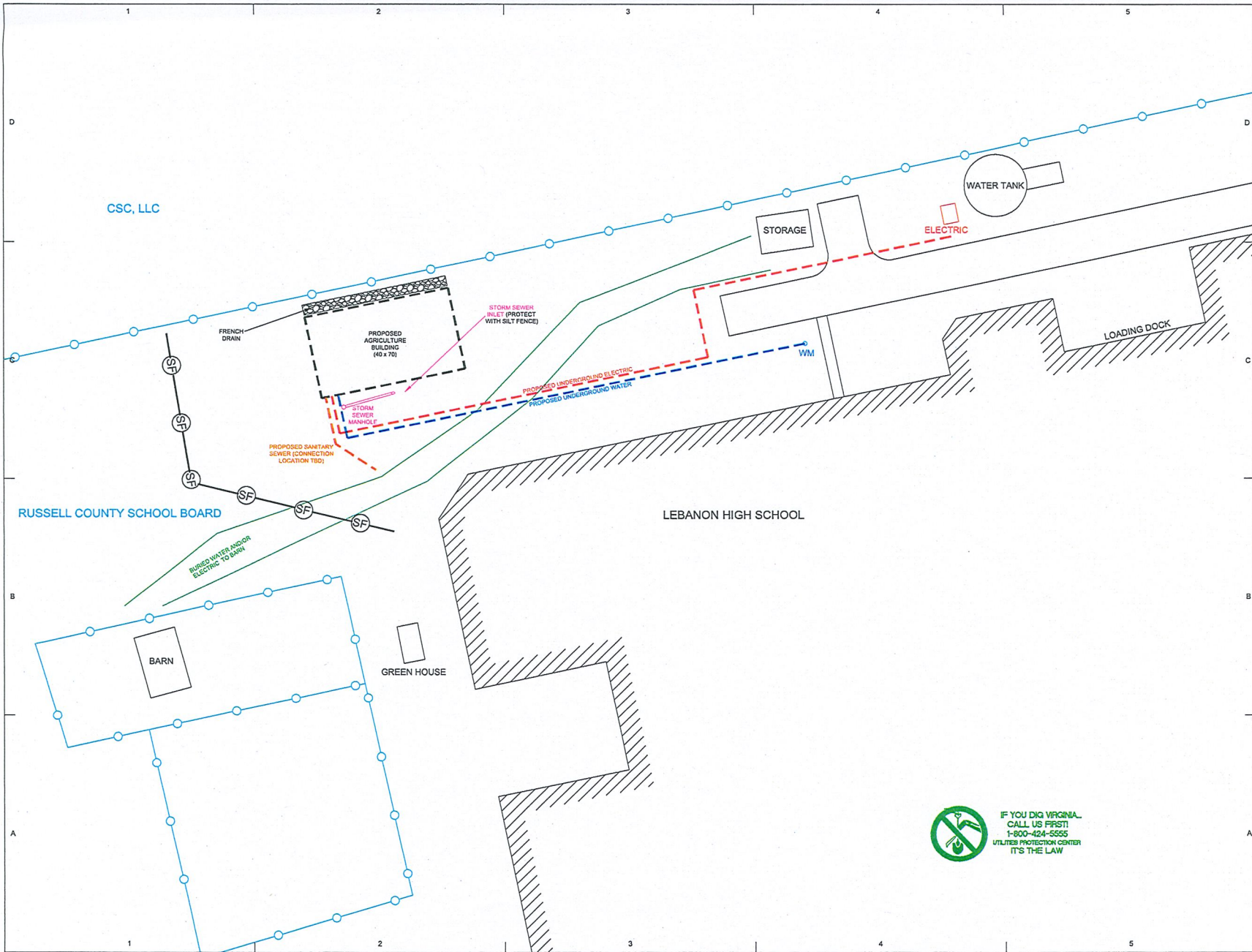
DRAWING SHEET SCHEDULE

Sheet Title	Sheet Number
Cover Sheet	0-101
Site Plan	1-101
Floor Plan	A-101
Foundation Plan	2-101
Roof Trussing Plan	4-102
South Elevation	A-201
East Elevation	A-202
West Elevation	A-203
Sections	A-301
Sections	A-302
Sections	A-303
Sections	A-304
Structural Sections	S-401
Door Schedule	A-601
Electrical Plan	E-101
Mechanical Plan	M-101
Plumbing Plan	P-101



Digitally signed by
Stephen E Maxfield
DN: c=US,
o=Unaffiliated,
ou=A01410D0000016F
5D58C3DE0000520E,
cn=Stephen E Maxfield
Date: 2020.06.16
143651-04'00'

6-101



CONSULTANTS

D.R. Price
Engineering & Land Surveying
Inc., P.C.

MARK	DATE	DESCRIPTION
1	08-20-20	1st issue
2	08-20-20	1st revision

ISSUE:
PROJECT NO:
CAD DWG FILE: *all.dwg*
DRAWN BY: *lwp*
CHECKED BY: *HAM*



SHEET TITLE

Site Drawing

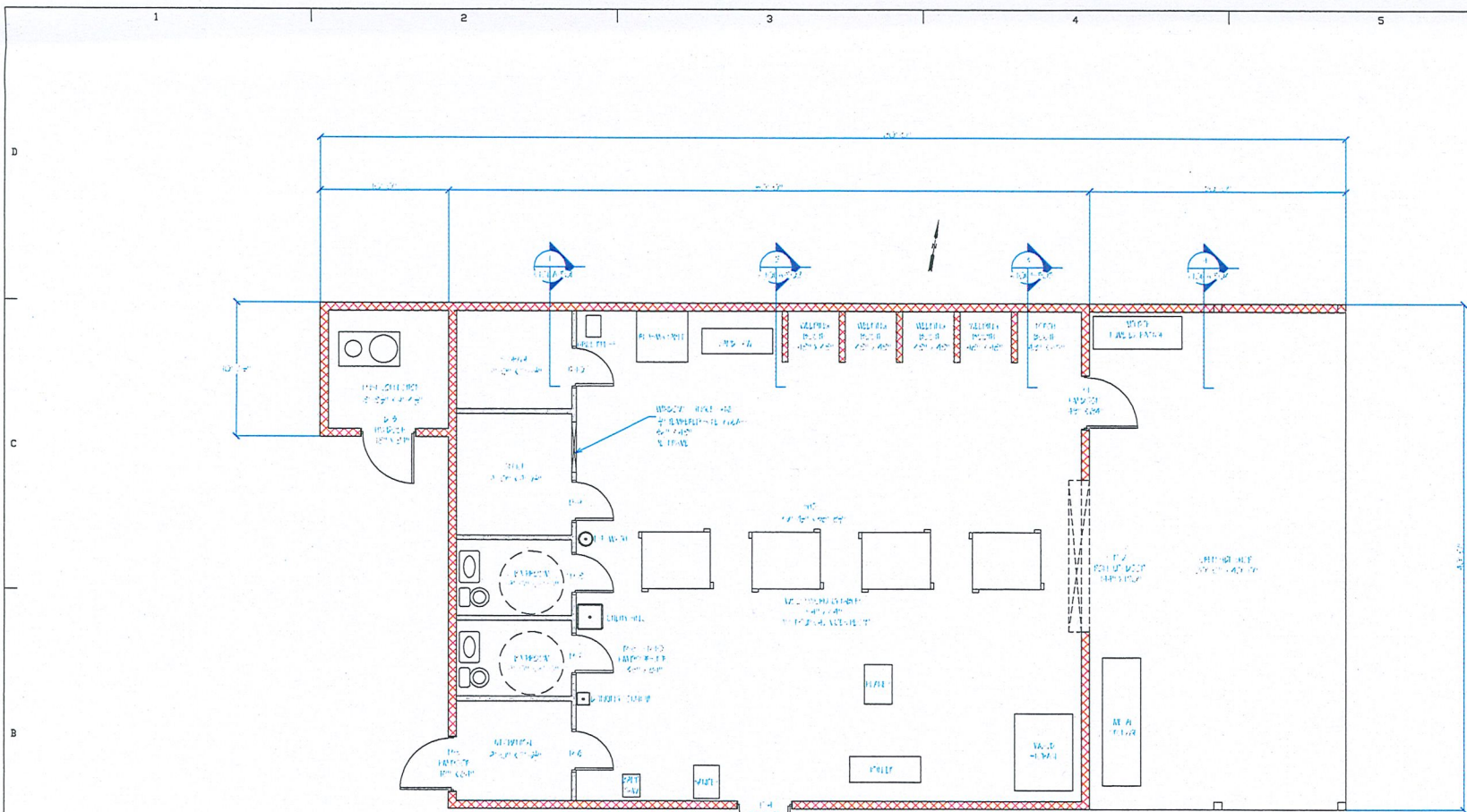
1" = 20'

C-101

CONSULTANTS



1. TO PROVIDE A COMPLETE SET OF ARCHITECTURAL DRAWINGS FOR THE CONSTRUCTION OF THE PROJECT.
2. TO PROVIDE A COMPLETE SET OF MECHANICAL, ELECTRICAL AND PLUMBING (MEP) DRAWINGS FOR THE PROJECT.
3. TO PROVIDE A COMPLETE SET OF STRUCTURAL DRAWINGS FOR THE PROJECT.
4. TO PROVIDE A COMPLETE SET OF CIVIL DRAWINGS FOR THE PROJECT.
5. TO PROVIDE A COMPLETE SET OF LANDSCAPE ARCHITECTURE DRAWINGS FOR THE PROJECT.
6. TO PROVIDE A COMPLETE SET OF INTERIOR DESIGN DRAWINGS FOR THE PROJECT.
7. TO PROVIDE A COMPLETE SET OF EXTERIOR DESIGN DRAWINGS FOR THE PROJECT.
8. TO PROVIDE A COMPLETE SET OF SITE PLAN DRAWINGS FOR THE PROJECT.
9. TO PROVIDE A COMPLETE SET OF SECTION DRAWINGS FOR THE PROJECT.
10. TO PROVIDE A COMPLETE SET OF DETAIL DRAWINGS FOR THE PROJECT.



FLOOR PLAN
SCALE: 1/4" = 1'-0"

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	MARKET	REMARKS
P-1	1.00	1.00	1.00	1.00	1.00		
P-2	1.00	1.00	1.00	1.00	1.00		
P-3	1.00	1.00	1.00	1.00	1.00		
P-4	1.00	1.00	1.00	1.00	1.00		
P-5	1.00	1.00	1.00	1.00	1.00		
P-6	1.00	1.00	1.00	1.00	1.00		
P-7	1.00	1.00	1.00	1.00	1.00		
P-8	1.00	1.00	1.00	1.00	1.00		
P-9	1.00	1.00	1.00	1.00	1.00		
P-10	1.00	1.00	1.00	1.00	1.00		

NO.	DATE	DESCRIPTION





SHEET TITLE
FLOOR PLAN
1/4" = 1'-0"

A-101

Proposed Agriculture Shop

Write a description for your map.

Legend

-  Lebanon High School
-  LHS
-  Path Measure
-  Untitled Polygon

SHOP

LHS



Ag Enrollment 2016-Present

	CHS	HHS	LHS
2016-17	62	66	21
2017-18	63	57	70
2018-19	61	52	116
2019-20	51	95	126
2020-21	51	65	154

Russell County Schools Agriculture Equipment Inventory and Teaching Space

ITEM	CHS	HHS	LHS
Table Saw	2	2	0
Skil Saw	1	1	1
Miter Saw	1	2	0
Bandsaw	1	3	0
Jig Saw	2	0	1
Reciprocating Saw	0	0	1
Metal Chop Saw	0	2	0
Table Router	0	2	0
Jointer	0	1	0
Radial Arm Saw	0	1	0
Belt/Disc Sander (Large)	1	1	0
Belt/Dics Sander (Small)	1	1	0
Bench Grinder	2	5	0
Handheld Grinder	0	3	0
Scroll Saw	0	4	0
Anvil	0	3	0
Torch	1	1	0
Downdraft Table	0	1	0
Plasma Cutter	0	1	0
Drum Sander	0	1	0
Planer	0	2	0
Handheld Router	1	7	0
Welder, Arc	1	11	0
Welder, Mig	0	3	0
Drill, corded	0	7	0
Impact Driver	0	0	1
Drill, cordless	2	4	1
Drill Press	1	3	0
Palm Sander	0	13	0
Handheld Belt Sander	0	7	0
Lathe	0	1	1
Vertical Belt Sander	0	1	0
Dust Collection System	1	1	0
Air Compressor	1	1	0
Shop Vac	1	1	0
Garden Tiller	1	0	0
Classroom Area	745 Sq. ft.	754 Sq. ft.	650 Sq. ft.
Shop Area	660 Sq. ft.	2,160 Sq. ft.	0
Storage Area	300 Sq. ft.	432 Sq. ft.	0
Barn	750 Sq. ft.	750 Sq. ft.	750 Sq. ft.

LHS Ag Shop Equipment List

1. 1 ea. Plasma Welder
2. 1 ea. 20" Planer
3. 1 ea. 6" Joiner
4. 1 ea. Combination Belt/Disc Sander
5. 1 ea. 12" Sliding Miter Saw
6. 2 ea. MIG Welders
7. 2 ea. MIG Welder/Wire Feeders
8. 6 ea. Welding Gloves
9. 4 ea. Welding Jackets
10. 4 ea. 18 Volt Drill Driver and Hex Impact Driver Cordless Tool Kits
11. 4 ea. Jig Saws
12. 4 ea. 4 Station Benches
13. 2 ea. Material Storage Racks
14. 1 ea. Eye Wash Station
15. 1 ea. Shop Vac
16. 2 ea. Push Brooms
17. 2 ea. Angle Grinders
18. 1 ea. 15" Band Saw
19. 1 ea. Wet Cutting Horizontal Band Saw
20. 1 ea. Welding and Cutting Outfit
21. 1 ea. Cylinder Hand Truck
22. 1 ea. Tool Storage Cabinet
23. 1 ea. 18" Variable Speed Drill Press



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-1
Presenter: Chairperson

Meeting: 12/9/20 6:00 PM

Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of November 2, 2020**

STAFF RECOMMENDATION(s):

Board discretion

SUGGESTED MOTION(s):

Motion to approve Board Minutes.

ATTACHMENTS:

- Board Minutes

November 02, 2020

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, November 2, 2020 beginning at 5:00 pm with Executive (closed) Session followed by the regular meeting at 6:00 pm at the Russell County Government Center in Lebanon, Virginia.

The Clerk called the meeting to order.

Roll Call by the Clerk:

Present:

Tim Lovelace
Lou Wallace (by phone from her home due to COVID 19 quarantine)
Carl Rhea
David Eaton
Steve Breeding
Rebecca Dye
Oris Christian

Lonzo Lester, Clerk
Vicki Porter, Deputy Clerk
Senator Ben Chafin, County Attorney

Absent:

None

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to enter Executive (closed) Session to discuss legal matters pursuant to Section 2.2-3711(A)(1) – discussions concerning Personnel Matters.

The vote was:

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

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

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

CERTIFICATION OF EXECUTIVE (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
Oris Christian – AYE

Invocation by Chair Rebecca Dye, followed by the Pledge of Allegiance to the Flag.

APPROVAL OF THE AGENDA

Motion made by Steve Breeding, second Tim Lovelace and duly approved by the Board of Supervisors to approve the agenda as amended.

The vote was:

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

Presentations

Andy Smith, Vice Chairman of the Russell County Planning Commission addressed the Board concerning the need for a County agent to be present at the Planning Commission monthly meetings. He asked that the Board consider appointing someone to assume that role.

Melissa Parsons, Department of Emergency Management commented that the participation agreement with the county needs to be signed to allow the transition to the NG911 Migration Program. She gave an overview of the new 911 system and how it would now operate through fiber.

APPROVAL OF THE NG911 MIGRATION PROGRAM PARTICIPATION AGREEMENT

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to approve the NG911 Migration Program Participation Agreement.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Carl Rhea, Rebecca Dye, Lou Wallace and Oris Christian

Nay: None

New Business

APPROVAL OF OCTOBER 05, 2020 MINUTES

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to the October 05, 2020 minutes and dispense with the reading thereof.

The vote was:

Aye: Steve Breeding, David Eaton, Lou Wallace, Tim Lovelace, Carl Rhea, Rebecca Dye and Oris Christian

Nay: None

APPROVAL OF THE OCTOBER 27, 2020 MINUTES

Motion made by Tim Lovelace, second Carl Rhea and duly approved by the Board of Supervisors to approve the October 27, 2020 minutes and dispense with the reading thereof.

The vote was:

Aye: Tim Lovelace, Carl Rhea, Lou Wallace, David Eaton, Steve Breeding, Rebecca Dye and Oris Christian

Nay: None

APPROVAL GENERAL COUNTY INVOICES

Motion made by Steve Breeding, second Lou Wallace and duly approved by the Board of Supervisors to approve general county invoices in the amount of \$1,430,083.88 , including reoccurring and withholdings.

The vote was:

Aye: Steve Breeding, Lou Wallace, Carl Rhea, David Eaton, Tim Lovelace, Rebecca Dye and Oris Christian

Nay: Nay

TIM LOVELACE REAPPOINTED TO THE COAL HAUL ROAD COMMITTEE

Motion made by Oris Christian, second Steve Breeding and duly approved by the Board of Supervisors to reappoint Tim Lovelace to the Coal Haul Road Committee for a four (4) year term, said term ending November 07, 2024.

The vote was:

Aye: Steve Breeding, David Eaton, Tim Lovelace, Carl Rhea, Rebecca Dye, Lou Wallace and Oris Christian

Nay: None

Citizens Comment

The Chair opened citizens' comment.

Steve and Teresa Franklin and **Nelson Hayes**, Castlewood spoke about the little league field gates being locked in Castlewood. Several attempts have been made to work something out with them but they have not been able to resolve the issue. They want to use the field for their daughter to practice and

think that they are entitled to do so since they are taxpayers. Mr. Franklin stated that he did not have a problem with the Clinch River Little League using and leasing the field. He just wants the community to be able to access it when not in use by the little league.

Jim Lyttle, Pastor of the Church Hill United Methodist Church commented that the “hot spot” at the church that was made available for students to use was a success. He thanked the public and the board. He also stated that the Tourism Advisory Committee had several fundraisers ongoing and was pleased with everyone involved and the work that they do.

Dustin Keith, Lebanon stated that the GIS system that the county uses should be free for everyone to use. All the surrounding counties allow access without charging a fee. Mr. Keith is also a member of the Russell County Planning Commission.

The Chair closed citizens’ comment.

County Attorney Reports and Requests

Senator Chafin, County Attorney commented that he would address the Board in Executive (closed) Session at the end of the meeting.

APPROVAL OF RUSSELL COUNTY “CARES” BUSINESS GRANTS

Motion made by David Eaton, second Tim Lovelace and duly approved by the Board of Supervisors to approve the Russell County “Cares” Business Grants subject to the criteria in the application.

The vote was:

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

PUBLIC HEARING TO BE HELD ON THE RUSSELL COUNTY EROSION AND SEDIMENT ORDINANCE

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a public hearing for the Russell County Erosion and Sediment Ordinance to be held at the next board meeting on Wednesday, December 09, 2020 at 6:00 pm.

The vote was:

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

APPROVAL OF THE ANNUAL TURKEY DONATION PROGRAM

Motion made by Carl Rhea, second David Eaton and duly approved by the Board of Supervisors to approve the annual Russell County turkey donation program in the amount of \$10,000.

The vote was:

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

APPROVAL OF THANKGIVING AND CHRISTMAS DAY HOLIDAY PAY FOR PART TIME COUNTY EMPLOYEES

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to authorize Thanksgiving and Christmas Day payments for part time county employees.

The vote was:

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

APPROVAL OF A LETTER OF SUPPORT FOR THE CPRHA GRANT APPLICATION FOR DANTE

Motion made by Steve Breeding, second David Eaton and duly approved by the Board of Supervisors to approve a letter of support and authorize the Chair to sign a Cumberland Plateau Regional Housing Authority housing project grant application for the Dante community.

The vote was:

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

APPROVAL TO CHANGE THE DECEMBER 07, 2020 BOS MEETING TO DECEMBER 09, 2020

Motion made by Steve Breeding, second Carl Rhea and duly approved by the Board of Supervisors to change the December 07, 2020 Board of Supervisors meeting date to Wednesday, December 09, 2020 at 6:00 pm due to the county Christmas parade schedule.

The vote was:

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

EXECUTIVE (CLOSED) SESSION

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to enter Executive (closed) session to discuss legal matters pursuant to Section 2.2-3711(A)(1) – discussions concerning Personnel Matters.

The vote was:

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

APPROVAL TO RETURN TO REGULAR SESSION

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

The vote was:

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

CERTIFICATION OF EXECUTIVE (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
Oris Christian – AYE

APPROVAL TO ADVERTISE FOR A FULL TIME DEPUTY EMERGENCY MANAGEMENT COORDINATOR

Motion made by David Eaton, second Carl Rhea and duly approved by the Board of Supervisors to advertise for a full-time deputy Emergency Management Coordinator.

The vote was:

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

APPROVAL TO ADJOURN

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

The vote was:

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

Clerk of the Board

Chairperson



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item A-2
Presenter: Chairperson

Meeting: 12/9/20 6:00 PM

Approval of Expenditures

Request approval of the County's November 2020 Monthly Expenditures:

STAFF RECOMMENDATION(s):

County's November 2020 Monthly Expenditures are in compliance with budget and operational services.

SUGGESTED MOTION(s):

Motion to approve County's November 2020 Monthly Expenditures.

ATTACHMENTS:

- November 2020 Monthly Expenditures

DUE DATE	INV. DATE	VENDOR	INVOICE	CLASS	GROSS AMT.	NET AMOUNT	G/L ACCOUNT	P.O.#
12/09/2020	10/29/2020	002615 A & A ENTERPRIS	69371		300.00	300.00	4100-031020-5410-	-
12/09/2020	11/02/2020	002615 A & A ENTERPRIS	69439		152.85	152.85	4100-031020-5410-	-
12/09/2020	11/12/2020	002615 A & A ENTERPRIS	69601		204.95	204.95	4100-031020-5410-	-
					657.80	657.80 *		
12/09/2020	11/03/2020	002246 ADAMS EMMA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	12/01/2020	004568 ADDINGTON OIL C	110256		710.23	710.23	4100-042400-5408-	-
					710.23	710.23 *		
12/09/2020	11/25/2020	002623 ADVANCED MAILIN	151043		236.47	236.47	4100-012010-3005-	-
					236.47	236.47 *		
12/09/2020	11/04/2020	003845 ALSCO	LROA968768		533.49	533.49	4100-072010-3008-	-
					533.49	533.49 *		
12/09/2020	11/03/2020	001912 ALTIZER MICHAEL	11032020	20	450.00	450.00	4100-013020-3002-	-
					450.00	450.00 *		
12/09/2020	10/26/2020	003754 AMAZON	495454937455	10	25.96	25.96	4100-073010-5414-	-
12/09/2020	10/26/2020	003754 AMAZON	746439997599	10	11.98	11.98	4100-073010-5411-	-
					37.94	37.94 *		
12/09/2020	12/09/2020	004591 APPALACHIAN GAT	12092020		1,000.00	1,000.00	4100-011010-5417-	-
					1,000.00	1,000.00 *		
12/09/2020	11/24/2020	003018 ARCMATE MANUFAC	160068		427.69	427.69	4100-042400-5414-	-
					427.69	427.69 *		
12/09/2020	11/10/2020	003867 ATLANTIC COMMUN	383		90.00	90.00	4100-013010-5401-	-
					90.00	90.00 *		
12/09/2020	10/29/2020	001425 ATLANTIC ELECTI	357		10,483.82	10,483.82	4100-013010-7002-	-
					10,483.82	10,483.82 *		
12/09/2020	11/03/2020	002515 BAILEY TRACY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016485048	10	33.05	33.05	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016485049	10	65.67	65.67	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016485050	10	113.96	113.96	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016485051	10	172.07	172.07	4100-073010-5411-	-
12/09/2020	10/27/2020	000007 BAKER & TAYLOR,	50164922599	10	59.08	59.08	4100-073010-5411-	-
12/09/2020	10/27/2020	000007 BAKER & TAYLOR,	5016492589	10	29.81	29.81	4100-073010-5411-	-
12/09/2020	10/27/2020	000007 BAKER & TAYLOR,	5016492591	10	16.20	16.20	4100-073010-5411-	-
12/09/2020	10/27/2020	000007 BAKER & TAYLOR,	5016492592	10	386.26	386.26	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016506575	10	15.67	15.67	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016506576	10	15.67	15.67	4100-073010-5411-	-
12/09/2020	10/23/2020	000007 BAKER & TAYLOR,	5016506577	10	16.21	16.21	4100-073010-5411-	-
12/09/2020	10/27/2020	000007 BAKER & TAYLOR,	5016518050	10	16.74	16.74	4100-073010-5411-	-
12/09/2020	10/30/2020	000007 BAKER & TAYLOR,	5016518051	10	50.34	50.34	4100-073010-5411-	-
12/09/2020	10/30/2020	000007 BAKER & TAYLOR,	5016518052	10	24.89	24.89	4100-073010-5411-	-
12/09/2020	11/06/2020	000007 BAKER & TAYLOR,	5016542586	10	32.51	32.51	4100-073010-5411-	-
12/09/2020	11/06/2020	000007 BAKER & TAYLOR,	5016542587	10	63.83	63.83	4100-073010-5411-	-
12/09/2020	11/06/2020	000007 BAKER & TAYLOR,	5016542588	10	76.12	76.12	4100-073010-5411-	-
12/09/2020	11/06/2020	000007 BAKER & TAYLOR,	5016542589	10	142.07	142.07	4100-073010-5411-	-
12/09/2020	11/11/2020	000007 BAKER & TAYLOR,	5016552673	10	33.05	33.05	4100-073010-5411-	-
12/09/2020	11/11/2020	000007 BAKER & TAYLOR,	5016552674	10	30.99	30.99	4100-073010-5411-	-
12/09/2020	11/11/2020	000007 BAKER & TAYLOR,	5016552675	10	14.68	14.68	4100-073010-5411-	-
					1,408.87	1,408.87 *		
12/09/2020	11/03/2020	002592 BALDWIN GRACIE	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	002592 BALDWIN GRACIE	11032020	20	46.00	46.00	4100-013020-3002-	-
					346.00	346.00 *		
12/09/2020	11/03/2020	002236 BALL DEBRA KAY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	003419 BALL, EARIKA	11032020	20	300.00	300.00	4100-013020-3002-	-

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12/09/2020	11/03/2020	003419 BALL, EARIKA	11032020	20	57.50	57.50	4100-013020-3002-	-
12/09/2020	11/03/2020	003419 BALL, EARIKA	11032020	20	50.00	50.00	4100-013020-3002-	-
					407.50	407.50 *		
12/09/2020	11/03/2020	000068 BARNHART BARBA	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	000068 BARNHART BARBA	11032020	20	41.40	41.40	4100-013020-3002-	-
					341.40	341.40 *		
12/09/2020	11/03/2020	004093 BELCHER, DANNY	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/03/2020	004091 BELCHER, LINDA	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/16/2020	000084 BEN FRANKLIN PR	42827		327.60	327.60	4100-013010-5401-	-
					327.60	327.60 *		
12/09/2020	9/09/2020	004494 BENTLEY DISTRIB	288224		8.82	8.82	4100-012090-5401-	-
12/09/2020	9/09/2020	004494 BENTLEY DISTRIB	288224		8.82	8.82	4100-012010-5401-	-
12/09/2020	9/09/2020	004494 BENTLEY DISTRIB	288224		8.81	8.81	4100-034010-5401-	-
12/09/2020	9/09/2020	004494 BENTLEY DISTRIB	288224		8.80	8.80	4100-012130-5401-	-
12/09/2020	9/30/2020	004494 BENTLEY DISTRIB	291253		8.82	8.82	4100-012090-5401-	-
12/09/2020	9/30/2020	004494 BENTLEY DISTRIB	291253		8.82	8.82	4100-012010-5401-	-
12/09/2020	9/30/2020	004494 BENTLEY DISTRIB	291253		8.81	8.81	4100-034010-5401-	-
12/09/2020	9/30/2020	004494 BENTLEY DISTRIB	291253		8.80	8.80	4100-012130-5401-	-
12/09/2020	11/11/2020	004494 BENTLEY DISTRIB	296336		17.25	17.25	4100-012090-5401-	-
12/09/2020	11/11/2020	004494 BENTLEY DISTRIB	296336		17.25	17.25	4100-012010-5401-	-
12/09/2020	11/11/2020	004494 BENTLEY DISTRIB	296336		17.25	17.25	4100-034010-5401-	-
12/09/2020	11/11/2020	004494 BENTLEY DISTRIB	296336		17.25	17.25	4100-012130-5401-	-
					139.50	139.50 *		
12/09/2020	11/10/2020	004036 BISE, KIM	12092020		55.00	55.00	4100-012090-5401-	-
					55.00	55.00 *		
12/09/2020	10/10/2020	004789 BLACKSTONE PUBL	1186887	10	31.96	31.96	4100-073010-5411-	-
					31.96	31.96 *		
12/09/2020	10/27/2020	000052 BLEVINS SEPTIC	24689		510.00	510.00	4100-042010-5413-	-
12/09/2020	11/10/2020	000052 BLEVINS SEPTIC	34710		510.00	510.00	4100-042010-5413-	-
					1,020.00	1,020.00 *		
12/09/2020	10/22/2020	003773 BLUE WOLF SALES	HSI70111		219.32	219.32	4100-031020-5408-	-
12/09/2020	10/07/2020	003773 BLUE WOLF SALES	167011		219.32	219.32	4100-031020-5408-	-
					438.64	438.64 *		
12/09/2020	11/10/2020	000092 BONANZA RESTAUR	697486		209.31	209.31	4100-011010-5413-	-
					209.31	209.31 *		
12/09/2020	11/23/2020	000095 BOSTIC & TUCKER			15,600.00	15,600.00	4100-012080-3002-	-
					15,600.00	15,600.00 *		
12/09/2020	12/09/2020	004793 BOYS SCOUT TROU	12092020		500.00	500.00	4100-011010-5417-	-
					500.00	500.00 *		
12/09/2020	11/03/2020	001899 BREEDING JEAN	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/03/2020	002982 BUSH MARY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	001177 CAMPBELL PHILLI	11032020	20	4,767.20	4,767.20	4100-013020-3002-	-
12/09/2020	11/03/2020	001177 CAMPBELL PHILLI	11032020	20	629.05	629.05	4100-013020-3002-	-
					5,396.25	5,396.25 *		
12/09/2020	11/09/2020	003898 CARD SERVICES C	11092020		3,103.46	3,103.46	4100-031020-5503-	-
					3,103.46	3,103.46 *		
12/09/2020	10/27/2020	002337 CASKIE GRAPHICS	34723		179.44	179.44	4100-021060-3006-	-
					179.44	179.44 *		
12/09/2020	11/03/2020	003822 CHAFIN BOB	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004671 CHAFIN, SANDRA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		

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12/09/2020	11/24/2020	004660 CHRISTIAN, ORIS	11242020		113.00	113.00	4100-011010-5501-	-
12/09/2020	11/24/2020	004660 CHRISTIAN, ORIS	11242020		21.28	21.28	4100-011010-5504-	-
					134.28	134.28 *		
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514613		68.91	68.91	4100-043020-3008-	-
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514631		36.48	36.48	4100-043020-3008-	-
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514686		84.19	84.19	4100-043020-3002-	-
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514733		35.58	35.58	4100-043020-3002-	-
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514743		96.66	96.66	4100-043020-3002-	-
12/09/2020	11/05/2020	004450 CINTAS CORPORAT	4066514969		239.78	239.78	4100-043020-3008-	-
12/09/2020	11/30/2020	004450 CINTAS CORPORAT	4068739704		137.93	137.93	4100-043020-3008-	-
12/09/2020	11/20/2020	004450 CINTAS CORPORAT	4067987830		38.93	38.93	4100-043020-3008-	-
12/09/2020	11/24/2020	004450 CINTAS CORPORAT	4068310090		68.91	68.91	4100-043020-3008-	-
12/09/2020	11/24/2020	004450 CINTAS CORPORAT	4068310235		35.58	35.58	4100-043020-3008-	-
12/09/2020	11/24/2020	004450 CINTAS CORPORAT	4068310293		84.19	84.19	4100-043020-3008-	-
12/09/2020	11/24/2020	004450 CINTAS CORPORAT	4068310510		87.26	87.26	4100-043020-3008-	-
12/09/2020	11/24/2020	004450 CINTAS CORPORAT	4068310511		253.78	253.78	4100-043020-3008-	-
					1,268.18	1,268.18 *		
12/09/2020	11/03/2020	004774 COLABELLA, MARG	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	001099 COLLINS WAYNE	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/10/2020	003076 COMBS ARCHIE	NOVEMBER 2020		110.40	110.40	4100-013010-5501-	-
					110.40	110.40 *		
12/09/2020	11/03/2020	004227 COMPTON, KIMBE	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	004227 COMPTON, KIMBE	11032020	20	17.25	17.25	4100-013020-3002-	-
12/09/2020	11/03/2020	004227 COMPTON, KIMBE	11032020	20	50.00	50.00	4100-013020-3002-	-
					367.25	367.25 *		
12/09/2020	11/03/2020	004606 COMPTON, TERRY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	12/09/2020	002921 COOK YVONNE	12092020		23.00	23.00	4100-013010-5501-	-
					23.00	23.00 *		
12/09/2020	11/03/2020	004642 CREECH, JIMMY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	12/09/2020	004794 CUB SCOUTS	12092020		500.00	500.00	4100-011010-5417-	-
					500.00	500.00 *		
12/09/2020	11/03/2020	004442 CULBERTSON, RIC	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/16/2020	001396 CUMBERLAND PLAT	194		64,179.17	64,179.17	4100-042010-3002-	-
					64,179.17	64,179.17 *		
12/09/2020	11/24/2020	004790 DALE'S HEATING	22903		25.00	25.00	4100-071040-5407-	-
					25.00	25.00 *		
12/09/2020	9/02/2020	004653 DANA SAFETY SUP	665748		350.00	350.00	4100-031020-5408-	-
					350.00	350.00 *		
12/09/2020	10/29/2020	000184 DEMCO	6864967	10	2,908.23	2,908.23	4100-073010-5414-	-
12/09/2020	10/30/2020	000184 DEMCO	6866807	10	79.64	79.64	4100-073010-5401-	-
12/09/2020	11/10/2020	000184 DEMCO	6870775	10	90.12	90.12	4100-073010-5401-	-
					3,077.99	3,077.99 *		
12/09/2020	11/02/2020	000193 DISCOUNT TIRE C	8942		17.25	17.25	4100-031020-5408-	-
12/09/2020	11/02/2020	000193 DISCOUNT TIRE C	8947		89.00	89.00	4100-031020-5408-	-
					106.25	106.25 *		
12/09/2020	11/03/2020	004643 DISHMAN, TERESA	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	6/16/2020	000198 DOMINION OFFICE	121582		168.99	168.99	4100-012090-5401-	-
12/09/2020	9/25/2020	000198 DOMINION OFFICE	124799		176.29	176.29	4100-012090-5401-	-
12/09/2020	10/06/2020	000198 DOMINION OFFICE	125169		336.99	336.99	4100-012130-5401-	-

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12/09/2020	10/09/2020	000198	DOMINION OFFICE 125314		17.79	17.79	4100-012130-5401-	-
12/09/2020	10/20/2020	000198	DOMINION OFFICE 125615		8.69	8.69	4100-012010-5401-	-
12/09/2020	10/29/2020	000198	DOMINION OFFICE 125975		101.15	101.15	4100-032050-5401-	-
12/09/2020	10/30/2020	000198	DOMINION OFFICE 126001		29.88	29.88	4100-032050-5401-	-
12/09/2020	10/30/2020	000198	DOMINION OFFICE 126004		147.09	147.09	4100-012010-5401-	-
12/09/2020	10/29/2020	000198	DOMINION OFFICE 126049		31.10	31.10	4100-021060-5401-	-
12/09/2020	11/03/2020	000198	DOMINION OFFICE 126113		39.90	39.90	4100-012010-5401-	-
12/09/2020	11/03/2020	000198	DOMINION OFFICE 126115		75.79	75.79	4100-012130-5401-	-
12/09/2020	11/03/2020	000198	DOMINION OFFICE 126117.		20.28	20.28	4100-021060-5401-	-
12/09/2020	11/02/2020	000198	DOMINION OFFICE 126152		102.00	102.00	4100-021060-5401-	-
12/09/2020	11/06/2020	000198	DOMINION OFFICE 126233		52.98	52.98	4100-012010-5401-	-
12/09/2020	11/06/2020	000198	DOMINION OFFICE 126239		78.26	78.26	4100-034010-5401-	-
12/09/2020	11/17/2020	000198	DOMINION OFFICE 126548		162.75	162.75	4100-042400-5414-	-
12/09/2020	10/19/2020	000198	DOMINION OFFICE 125602	10	79.99	79.99	4100-073010-5414-	-
12/09/2020	10/23/2020	000198	DOMINION OFFICE 125602.1	10	79.99	79.99	4100-073010-5414-	-
12/09/2020	10/27/2020	000198	DOMINION OFFICE 125859	10	50.42	50.42	4100-073010-5401-	-
12/09/2020	11/04/2020	000198	DOMINION OFFICE 126187	10	1.79	1.79	4100-073010-5401-	-
12/09/2020	11/10/2020	000198	DOMINION OFFICE 126328	10	39.00	39.00	4100-073010-5401-	-
12/09/2020	11/09/2020	000198	DOMINION OFFICE 125780.1		28.84	28.84	4100-012010-5401-	-
12/09/2020	11/03/2020	000198	DOMINION OFFICE 126168		270.02	270.02	4100-022020-5401-	-
12/09/2020	11/11/2020	000198	DOMINION OFFICE 126329		742.94	742.94	4100-043020-5405-	-
12/09/2020	11/10/2020	000198	DOMINION OFFICE 126330		69.95	69.95	4100-021060-5401-	-
12/09/2020	11/10/2020	000198	DOMINION OFFICE 126343		35.98	35.98	4100-021060-5401-	-
12/09/2020	11/17/2020	000198	DOMINION OFFICE 126544		94.40	94.40	4100-021060-5401-	-
12/09/2020	11/24/2020	000198	DOMINION OFFICE 126796		39.90	39.90	4100-012010-5401-	-
12/09/2020	11/24/2020	000198	DOMINION OFFICE 126797		152.99	152.99	4100-021060-5401-	-
12/09/2020	11/25/2020	000198	DOMINION OFFICE 126804		171.99	171.99	4100-021020-5401-	-
12/09/2020	11/24/2020	000198	DOMINION OFFICE 126805		211.52	211.52	4100-021060-5401-	-
12/09/2020	12/01/2020	000198	DOMINION OFFICE 126881		8.58	8.58	4100-021060-5401-	-
12/09/2020	10/23/2020	000198	DOMINION OFFICE 125306.		22.65	22.65	4100-031020-5401-	-
12/09/2020	10/23/2020	000198	DOMINION OFFICE 125772		62.31	62.31	4100-031020-5401-	-
12/09/2020	10/27/2020	000198	DOMINION OFFICE 125896		11.15	11.15	4100-031020-5401-	-
12/09/2020	10/27/2020	000198	DOMINION OFFICE 125923.		99.98	99.98	4100-031020-5401-	-
12/09/2020	11/05/2020	000198	DOMINION OFFICE 126123		172.80	172.80	4100-031020-5401-	-
12/09/2020	11/06/2020	000198	DOMINION OFFICE 126230		169.99	169.99	4100-031020-5401-	-
12/09/2020	11/17/2020	000198	DOMINION OFFICE 126541		20.50	20.50	4100-031020-5401-	-
12/09/2020	11/20/2020	000198	DOMINION OFFICE 126712		169.99	169.99	4100-031020-5401-	-
					4,357.60	4,357.60	*	
12/09/2020	11/03/2020	003194	DOTSON GARY 11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00	*	
12/09/2020	11/03/2020	001164	DUTY THOMAS 11032020	20	50.00	50.00	4100-013020-3002-	-
					50.00	50.00	*	
12/09/2020	11/03/2020	004333	DUTY, JENNY 11032020	20	50.00	50.00	4100-013020-3002-	-
					50.00	50.00	*	
12/09/2020	11/03/2020	003639	DYE LINDA 11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00	*	
12/09/2020	12/03/2020	003674	DYE REBECCA MILEAGE REIMB.		559.00	559.00	4100-011010-5501-	-
					559.00	559.00	*	
12/09/2020	11/24/2020	002212	ELEVATING EQUIP 47588		155.00	155.00	4100-043020-3004-	-
					155.00	155.00	*	
12/09/2020	11/19/2020	004727	FARMHOUSE DESIG 1004		60.00	60.00	4100-081040-3008-	-
					60.00	60.00	*	
12/09/2020	11/03/2020	004433	FERGUSON, RICHA 11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00	*	
12/09/2020	11/17/2020	002162	FIRST IMPRESSIO 11172020		38.00	38.00	4100-011010-5413-	-
					38.00	38.00	*	

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12/09/2020	11/18/2020	001445 FISHER AUTO PAR	397-260344		19.36	19.36	4100-042400-5407-	-
					19.36	19.36 *		
12/09/2020	11/30/2020	004760 FRIENDS OF HONA	11302020	1	1,000.00	1,000.00	4100-011010-5417-	-
12/09/2020	12/09/2020	004760 FRIENDS OF HONA	12092020	2	1,000.00	1,000.00	4100-011010-5417-	-
					2,000.00	2,000.00 *		
12/09/2020	10/07/2020	000854 GALL'S, LLC	16655475		75.00	75.00	4100-031020-5409-	-
12/09/2020	10/14/2020	000854 GALL'S, LLC	16705279		26.00	26.00	4100-031020-5409-	-
12/09/2020	10/26/2020	000854 GALL'S, LLC	16793470		138.49	138.49	4100-031020-5409-	-
					239.49	239.49 *		
12/09/2020	12/09/2020	004589 GIRL SCOUT TROO	12092020		500.00	500.00	4100-011010-5417-	-
					500.00	500.00 *		
12/09/2020	11/11/2020	004547 GUERNSEY	INV-1997600		62.05	62.05	4100-021020-5401-	-
					62.05	62.05 *		
12/09/2020	11/03/2020	004225 HALL, JO ANN	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004772 HALSEY, KATIE W	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	002914 HAMM DEBORAH	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004778 HAMM, GENEVA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	003631 HARRIS REMA	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/03/2020	004222 HARRIS, SYDNEY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	003196 HARRISON JOEL	11032020	20	500.00	500.00	4100-013020-3002-	-
					500.00	500.00 *		
12/09/2020	11/03/2020	004779 HART, EMILY M.	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	003859 HESS DONNA	11032020	20	400.00	400.00	4100-013020-3002-	-
					400.00	400.00 *		
12/09/2020	11/03/2020	004436 HESS, ANGELA GA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/30/2020	004713 HESS, CASSANDRA REIMB			103.17	103.17	4100-022020-5401-	-
					103.17	103.17 *		
12/09/2020	11/03/2020	004780 HESS, MARK PATR	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004775 HOLBROOK, THOMA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/24/2020	004664 HOME TOWN HARDW	21851		16.48	16.48	4100-071040-5407-	-
					16.48	16.48 *		
12/09/2020	11/03/2020	004220 HONAKER, KAYTL	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	12/02/2020	000314 HUFFMAN'S TIRE	12022020		267.00	267.00	4100-043020-5408-	-
12/09/2020	10/27/2020	000314 HUFFMAN'S TIRE	10272020		540.00	540.00	4100-031020-5408-	-
					807.00	807.00 *		
12/09/2020	10/27/2020	003866 INNOVATIVE TECH	2552		37.50	37.50	4100-021010-5401-	-
12/09/2020	10/29/2020	003866 INNOVATIVE TECH	2553		300.00	300.00	4100-012090-5401-	-
12/09/2020	11/19/2020	003866 INNOVATIVE TECH	2554		37.50	37.50	4100-031020-5401-	-
12/09/2020	10/29/2020	003866 INNOVATIVE TECH	2555		300.00	300.00	4100-034010-5401-	-
12/09/2020	11/19/2020	003866 INNOVATIVE TECH	2556		3,201.50	3,201.50	4100-012300-7002-	-
12/09/2020	10/29/2020	003866 INNOVATIVE TECH	2560		187.50	187.50	4100-035010-5401-	-
12/09/2020	11/20/2020	003866 INNOVATIVE TECH	2566		187.50	187.50	4100-013020-3002-	-
12/09/2020	11/15/2020	003866 INNOVATIVE TECH	2578		900.00	900.00	4100-031020-5401-	-
12/09/2020	11/19/2020	003866 INNOVATIVE TECH	2587		562.50	562.50	4100-072010-3009-	-
					5,714.00	5,714.00 *		

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12/09/2020	10/21/2020	004578 JEFFERSON-MADIS	10212020	10	118.42	118.42	4100-073010-5411-	-
					118.42	118.42 *		
12/09/2020	11/03/2020	001095 JESSEE PAUL B	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	001095 JESSEE PAUL B	11032020	20	36.80	36.80	4100-013020-3002-	-
12/09/2020	11/03/2020	001095 JESSEE PAUL B	11032020	20	50.00	50.00	4100-013020-3002-	-
					386.80	386.80 *		
12/09/2020	11/03/2020	003059 JESSEE CLAUDETT	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/23/2020	003587 JOHN DEERE FINA	11232020		40.97	40.97	4100-043020-5407-	-
12/09/2020	11/23/2020	003587 JOHN DEERE FINA	11232020		26.00	26.00	4100-043020-5407-	-
12/09/2020	11/23/2020	003587 JOHN DEERE FINA	11232020		13.00	13.00	4100-043020-5407-	-
12/09/2020	11/25/2020	003587 JOHN DEERE FINA	11252020	1	500.74	500.74	4100-031020-5408-	-
					580.71	580.71 *		
12/09/2020	11/03/2020	003075 JOHNSON VERNON	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	003075 JOHNSON VERNON	11032020	20	11.50	11.50	4100-013020-3002-	-
					311.50	311.50 *		
12/09/2020	11/03/2020	004673 JOHNSON, GLENN	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004783 JOHNSTON, LARRY	11032020	20	450.00	450.00	4100-013020-3002-	-
					450.00	450.00 *		
12/09/2020	11/03/2020	004773 JUSTICE, HEATHE	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	10/27/2020	003245 KENDALL ELECTRI	S109670185.001		35.79	35.79	4100-043020-5407-	-
12/09/2020	10/27/2020	003245 KENDALL ELECTRI	S109670185.002		1,422.32	1,422.32	4100-043020-5407-	-
12/09/2020	11/17/2020	003245 KENDALL ELECTRI	S109707351.003		437.40	437.40	4100-043020-5407-	-
					1,895.51	1,895.51 *		
12/09/2020	10/18/2020	002142 KESTNER MAX	1485.		40.00	40.00	4100-031020-5409-	-
					40.00	40.00 *		
12/09/2020	12/02/2020	001922 KVAT FOOD STORE	GC915091		3,360.00	3,360.00	4100-011010-5413-	-
					3,360.00	3,360.00 *		
12/09/2020	11/22/2020	004546 LEAF	11277500		175.75	175.75	4100-073010-3002-	-
					175.75	175.75 *		
12/09/2020	10/01/2020	000367 LEBANON BLOCK &	394233		9.63	9.63	4100-043020-5407-	-
12/09/2020	10/01/2020	000367 LEBANON BLOCK &	394237		21.11	21.11	4100-043020-5407-	-
12/09/2020	10/01/2020	000367 LEBANON BLOCK &	394254		23.04	23.04	4100-043020-5407-	-
12/09/2020	10/01/2020	000367 LEBANON BLOCK &	394324		9.95	9.95	4100-035010-5401-	-
12/09/2020	10/03/2020	000367 LEBANON BLOCK &	394724		9.95	9.95	4100-035010-5401-	-
12/09/2020	10/05/2020	000367 LEBANON BLOCK &	394792		16.80	16.80	4100-043020-5407-	-
12/09/2020	10/09/2020	000367 LEBANON BLOCK &	395789		15.50	15.50	4100-043020-5407-	-
12/09/2020	10/09/2020	000367 LEBANON BLOCK &	395792		32.90	32.90	4100-043020-5407-	-
12/09/2020	10/09/2020	000367 LEBANON BLOCK &	395839		42.96	42.96	4100-043020-5407-	-
12/09/2020	10/13/2020	000367 LEBANON BLOCK &	396378		1,512.00	1,512.00	4100-094010-7054-	-
12/09/2020	10/14/2020	000367 LEBANON BLOCK &	396705		149.40	149.40	4100-094010-7054-	-
12/09/2020	10/14/2020	000367 LEBANON BLOCK &	396707		4.27	4.27	4100-043020-5407-	-
12/09/2020	10/16/2020	000367 LEBANON BLOCK &	397055		87.76	87.76	4100-043020-5407-	-
12/09/2020	10/20/2020	000367 LEBANON BLOCK &	397754		1,512.00-	1,512.00-	4100-094010-7054-	-
12/09/2020	10/22/2020	000367 LEBANON BLOCK &	398102		79.34	79.34	4100-035010-5405-	-
12/09/2020	10/22/2020	000367 LEBANON BLOCK &	398193		41.59	41.59	4100-043020-5407-	-
12/09/2020	10/23/2020	000367 LEBANON BLOCK &	398486		2,505.91	2,505.91	4100-094010-7054-	-
12/09/2020	10/27/2020	000367 LEBANON BLOCK &	398847		21.54	21.54	4100-043020-5407-	-
12/09/2020	10/27/2020	000367 LEBANON BLOCK &	398951		22.48	22.48	4100-071040-5407-	-
12/09/2020	10/27/2020	000367 LEBANON BLOCK &	398962		18.95	18.95	4100-043020-5407-	-
12/09/2020	10/29/2020	000367 LEBANON BLOCK &	399208		62.23	62.23	4100-042400-5407-	-
12/09/2020	10/30/2020	000367 LEBANON BLOCK &	399477		35.30	35.30	4100-031020-5401-	-
12/09/2020	10/30/2020	000367 LEBANON BLOCK &	399485		4.29	4.29	4100-031020-5401-	-

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12/09/2020	11/04/2020	000367 LEBANON BLOCK &	400238		31.44	31.44	4100-094010-7054-	-
12/09/2020	11/04/2020	000367 LEBANON BLOCK &	400411		1.88-	1.88-	4100-094010-7054-	-
12/09/2020	11/05/2020	000367 LEBANON BLOCK &	400460		30.00	30.00	4100-094010-7054-	-
12/09/2020	11/24/2020	000367 LEBANON BLOCK &	403401		19.54	19.54	4100-094010-7054-	-
12/09/2020	10/07/2020	000367 LEBANON BLOCK &	395468		17.30	17.30	4100-031020-5409-	-
12/09/2020	10/08/2020	000367 LEBANON BLOCK &	395702		69.45	69.45	4100-031020-5409-	-
12/09/2020	10/16/2020	000367 LEBANON BLOCK &	397018		42.38	42.38	4100-031020-5409-	-
12/09/2020	10/23/2020	000367 LEBANON BLOCK &	398312		3.98	3.98	4100-031020-5409-	-
					3,427.11	3,427.11 *		
12/09/2020	11/03/2020	004672 LINKOUS, RAY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	10/05/2020	003901 LOU'S GLOVES	37543		720.00	720.00	4100-031020-5409-	-
					720.00	720.00 *		
12/09/2020	11/18/2020	000393 LOWES	902173		25.36	25.36	4100-043020-5407-	-
12/09/2020	11/05/2020	000393 LOWES	909023		34.16	34.16	4100-043020-5407-	-
12/09/2020	11/05/2020	000393 LOWES	909024		37.99	37.99	4100-071040-5407-	-
12/09/2020	11/05/2020	000393 LOWES	983137		48.21	48.21	4100-094010-7054-	-
					145.72	145.72 *		
12/09/2020	11/03/2020	001118 LYTTLE SHERRY	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	001118 LYTTLE SHERRY	11032020	20	46.00	46.00	4100-013020-3002-	-
					346.00	346.00 *		
12/09/2020	11/03/2020	004645 LYTTLE, JAMES	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004432 MARTIN, CHARLES	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/03/2020	004701 MATHEWS, LARRY	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	004439 MCCOY, BRENDA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		
12/09/2020	11/03/2020	003640 MCGLOTHLIN DARN	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	003640 MCGLOTHLIN DARN	11032020	20	55.20	55.20	4100-013020-3002-	-
12/09/2020	11/03/2020	003640 MCGLOTHLIN DARN	11032020	20	50.00	50.00	4100-013020-3002-	-
					405.20	405.20 *		
12/09/2020	11/03/2020	003888 MCGLOTHLIN, PAT	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/20/2020	000419 MCI	300081872		18.35	18.35	4100-031020-5203-	-
					18.35	18.35 *		
12/09/2020	11/03/2020	001417 MEADE JUDY	11032020	20	300.00	300.00	4100-013020-3002-	-
12/09/2020	11/03/2020	001417 MEADE JUDY	11032020	20	34.50	34.50	4100-013020-3002-	-
					334.50	334.50 *		
12/09/2020	7/01/2020	003481 MEADE TRACTOR	10870871		319.78	319.78	4100-043020-5407-	-
12/09/2020	7/01/2020	003481 MEADE TRACTOR	10870890		175.74-	175.74-	4100-043020-5407-	-
12/09/2020	10/08/2020	003481 MEADE TRACTOR	10963133		101.61	101.61	4100-043020-5407-	-
					245.65	245.65 *		
12/09/2020	10/20/2020	001591 MIDWEST TAPE	99532561	10	22.99	22.99	4100-073010-5411-	-
					22.99	22.99 *		
12/09/2020	11/05/2020	003802 MOBILE & NETWOR	11193		3,900.00	3,900.00	4100-032020-8002-	-
					3,900.00	3,900.00 *		
12/09/2020	12/01/2020	003387 MOBILE COMMUNIC	80053860		2,197.28	2,197.28	4100-032050-3005-	-
					2,197.28	2,197.28 *		
12/09/2020	12/09/2020	003474 MONK HARRY J	JULY-NOV 2020		100.63	100.63	4100-013010-5501-	-
					100.63	100.63 *		
12/09/2020	11/03/2020	003993 MOORE, PAM	11032020	20	250.00	250.00	4100-013020-3002-	-
					250.00	250.00 *		
12/09/2020	11/03/2020	004440 MORRELL, LINDA	11032020	20	230.00	230.00	4100-013020-3002-	-
					230.00	230.00 *		

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12/09/2020	11/10/2020	004200 MORROW, ERIC	206		500.00	500.00	4100-012090-5401-	- -
					500.00	500.00	*	
12/09/2020	11/03/2020	003650 MOYER RICHARD	11032020	20	350.00	350.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	003650 MOYER RICHARD	11032020	20	34.50	34.50	4100-013020-3002-	- -
					384.50	384.50	*	
12/09/2020	11/03/2020	003652 MOYER VIRGINIA	11032020	20	300.00	300.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	003652 MOYER VIRGINIA	11032020	20	23.00	23.00	4100-013020-3002-	- -
					323.00	323.00	*	
12/09/2020	11/03/2020	004782 MOYER, CHRISTIN	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	12/01/2020	003123 O'REILLY AUTO P	1943-386913		12.99	12.99	4100-043020-5408-	- -
12/09/2020	10/03/2020	003123 O'REILLY AUTO P	1943-378975		36.00	36.00	4100-031020-5408-	- -
12/09/2020	10/14/2020	003123 O'REILLY AUTO P	1943-380560		84.55	84.55	4100-031020-5408-	- -
12/09/2020	11/13/2020	003123 O'REILLY AUTO P	1943-384698		7.99	7.99	4100-031020-5408-	- -
					141.53	141.53	*	
12/09/2020	11/03/2020	004094 OSBORNE, CAROLY	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	11/03/2020	004226 OWENS, AARON	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	11/03/2020	002917 PATRICK KENNETH	11032020	20	4,480.00	4,480.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	002917 PATRICK KENNETH	11032020	20	241.50	241.50	4100-013020-3002-	- -
					4,721.50	4,721.50	*	
12/09/2020	11/03/2020	002983 PERKINS CHRISTY	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	11/03/2020	004447 PHILLIPS, JAMES	11032020	20	50.00	50.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	004447 PHILLIPS, JAMES	11032020	20	50.00	50.00	4100-013020-3002-	- -
					100.00	100.00	*	
12/09/2020	11/13/2020	004473 PRO-VISION	336482		114.88	114.88	4100-031020-5409-	- -
					114.88	114.88	*	
12/09/2020	11/17/2020	003016 PURCHASE POWER	11172020		520.99	520.99	4100-021060-5201-	- -
					520.99	520.99	*	
12/09/2020	11/17/2020	004571 R.E. MICHEL COM	47658600		62.66	62.66	4100-043020-5407-	- -
12/09/2020	11/24/2020	004571 R.E. MICHEL COM	63430000		50.64	50.64	4100-043020-5407-	- -
					113.30	113.30	*	
12/09/2020	11/10/2020	004581 RFC COMPANY	213-S100915557.		55.68	55.68	4100-043020-3004-	- -
12/09/2020	11/17/2020	004581 RFC COMPANY	213-S100916561.		1,026.43	1,026.43	4100-043020-5407-	- -
					1,082.11	1,082.11	*	
12/09/2020	11/03/2020	004435 RHEA, JANIS	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	11/03/2020	004097 RICH, MARGARET	11032020	20	50.00	50.00	4100-013020-3002-	- -
					50.00	50.00	*	
12/09/2020	10/21/2020	002812 RICOH AMERICAS	5060654980	10	33.67	33.67	4100-073010-3002-	- -
12/09/2020	11/13/2020	002812 RICOH AMERICAS	34300646		184.90	184.90	4100-013020-3005-	- -
12/09/2020	11/13/2020	002812 RICOH AMERICAS	34315312		188.84	188.84	4100-031020-3005-	- -
12/09/2020	11/13/2020	002812 RICOH AMERICAS	34315573		111.06	111.06	4100-013020-3005-	- -
12/09/2020	11/13/2020	002812 RICOH AMERICAS	34315921		159.44	159.44	4100-032050-3005-	- -
12/09/2020	11/20/2020	002812 RICOH AMERICAS	104379397		171.40	171.40	4100-012100-3005-	- -
12/09/2020	11/24/2020	002812 RICOH AMERICAS	104386178		158.05	158.05	4100-031020-3005-	- -
					1,007.36	1,007.36	*	
12/09/2020	11/03/2020	004647 RING, DAVID	11032020	20	50.00	50.00	4100-013020-3002-	- -
					50.00	50.00	*	
12/09/2020	11/03/2020	004670 ROBINSON, ADDRI	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00	*	
12/09/2020	11/19/2020	000663 RUSSELL COUNTY	BOS111920-1		218.00	218.00	4100-095010-9130-	- -
12/09/2020	11/19/2020	000663 RUSSELL COUNTY	BOS111920-3		340.23	340.23	4100-095010-9130-	- -

<u>DUE DATE</u>	<u>INV DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
12/09/2020	11/19/2020	000663 RUSSELL COUNTY	BOS111920-4		9,930.55	9,930.55	4100-095010-9130-	- -
12/09/2020	1/21/2020	000663 RUSSELL COUNTY	DEC-20		4,666.00	4,666.00	4100-095010-9130-	- -
12/09/2020	11/19/2020	000663 RUSSELL COUNTY	111920-2		1,019.57	1,019.57	4100-095010-9130-	- -
					16,174.35	16,174.35 *		
12/09/2020	11/30/2020	004632 RUSSELL COUNTY	NOVEMBER 2020		4,496.16	4,496.16	4100-082010-8025-	- -
					4,496.16	4,496.16 *		
12/09/2020	11/17/2020	003554 S.E.P.T.I.C. IN	46934		56.90	56.90	4100-094010-7056-	- -
12/09/2020	11/17/2020	003554 S.E.P.T.I.C. IN	46935		51.85	51.85	4100-094010-7056-	- -
					108.75	108.75 *		
12/09/2020	11/03/2020	003061 SALYER LOIS	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		55.36	55.36	4100-043020-5405-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		19.98	19.98	4100-043020-5405-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		19.98	19.98	4100-043020-5405-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		159.98	159.98	4100-035050-5401-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		10.98	10.98	4100-012010-5401-	- -
					266.28	266.28 *		
12/09/2020	12/09/2020	004017 SCOTT, HERBERT	JULY-NOV 2020		247.26	247.26	4100-013010-5501-	- -
					247.26	247.26 *		
12/09/2020	11/03/2020	004434 SCOTT, TABETHA	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/22/2020	003380 SHENTEL	11222020		254.62	254.62	4100-035050-5413-	- -
					254.62	254.62 *		
12/09/2020	11/03/2020	004428 SHORTER, BRIAN	11032020	20	300.00	300.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	004428 SHORTER, BRIAN	11032020	20	4.60	4.60	4100-013020-3002-	- -
12/09/2020	11/03/2020	004428 SHORTER, BRIAN	11032020	20	50.00	50.00	4100-013020-3002-	- -
					354.60	354.60 *		
12/09/2020	11/03/2020	004122 SIMMONS CHERILY	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/03/2020	001104 SIZEMORE SHARO	11032020	20	300.00	300.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	001104 SIZEMORE SHARO	11032020	20	25.30	25.30	4100-013020-3002-	- -
12/09/2020	11/03/2020	001104 SIZEMORE SHARO	11032020	20	50.00	50.00	4100-013020-3002-	- -
					375.30	375.30 *		
12/09/2020	11/01/2020	004710 SKANSKA USA BUI	2220802-05 R1		500.00	500.00	4100-094010-8029-	- -
12/09/2020	11/30/2020	004710 SKANSKA USA BUI	220802-06		6,000.00	6,000.00	4100-094010-8029-	- -
					6,500.00	6,500.00 *		
12/09/2020	11/03/2020	004518 SMITH, CINDY	11032020	20	300.00	300.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	004518 SMITH, CINDY	11032020	20	59.80	59.80	4100-013020-3002-	- -
12/09/2020	11/03/2020	004518 SMITH, CINDY	11032020	20	50.00	50.00	4100-013020-3002-	- -
					409.80	409.80 *		
12/09/2020	11/03/2020	004777 SMITH, JAMES	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/03/2020	004784 SNEAD, JOSHUA	11032020	20	50.00	50.00	4100-013020-3002-	- -
					50.00	50.00 *		
12/09/2020	10/27/2020	003528 SOUTHWEST REGIO	DANTE TRAIL		5,550.00	5,550.00	4100-094010-8031-	- -
					5,550.00	5,550.00 *		
12/09/2020	11/03/2020	004781 STEVENS, ELIZAB	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/03/2020	002764 STILTNER NELSON	11032020	20	50.00	50.00	4100-013020-3002-	- -
					50.00	50.00 *		
12/09/2020	11/03/2020	003997 STINSON, JANET	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	10/30/2020	003144 SUMMIT BUSINESS	2020430		78.75	78.75	4100-012300-7002-	- -
12/09/2020	11/30/2020	003144 SUMMIT BUSINESS	2020475		78.75	78.75	4100-012300-7002-	- -
					157.50	157.50 *		

<u>DUE DATE</u>	<u>INV DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
12/09/2020	11/18/2020	002079 SUPREME COURT O	21-RUSPC-0495		200.00	200.00	4100-021060-5902-	- -
					200.00	200.00 *		
12/09/2020	11/03/2020	004516 SWINFORD, DEBBI	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	12/09/2020	004792 TAV-PAC	2020-2021		50.00	50.00	4100-012130-5801-	- -
					50.00	50.00 *		
12/09/2020	10/28/2020	000366 THE LEBANON NEW	05182020		475.58	475.58	4100-011010-3007-	- -
12/09/2020	12/09/2020	000366 THE LEBANON NEW	12092020		36.30	36.30	4100-013010-3007-	- -
12/09/2020	10/07/2020	000366 THE LEBANON NEW	13607		85.60	85.60	4100-011010-3007-	- -
					597.48	597.48 *		
12/09/2020	11/09/2020	000384 THE LIBRARY COR	65296	10	8,948.00	8,948.00	4100-073010-5414-	- -
					8,948.00	8,948.00 *		
12/09/2020	11/03/2020	004086 THOMAS, FREDA J	11032020	20	250.00	250.00	4100-013020-3002-	- -
					250.00	250.00 *		
12/09/2020	11/03/2020	000675 THOMPSON & LITT	97111		2,975.00	2,975.00	4100-094010-8031-	- -
					2,975.00	2,975.00 *		
12/09/2020	12/09/2020	001580 TOWN OF CLEVELA	LITTER 2020		1,032.00	1,032.00	4100-042400-5414-	- -
					1,032.00	1,032.00 *		
12/09/2020	11/18/2020	000680 TOWN OF HONAKER	LITTER 2020		1,032.00	1,032.00	4100-042400-5414-	- -
12/09/2020	11/18/2020	000680 TOWN OF HONAKER	11182020		171.80	171.80	4100-043020-5103-	- -
12/09/2020	11/18/2020	000680 TOWN OF HONAKER	11182020		38.39	38.39	4100-071040-5103-	- -
12/09/2020	12/09/2020	000680 TOWN OF HONAKER	12092020	1	250.00	250.00	4100-011010-5417-	- -
					1,492.19	1,492.19 *		
12/09/2020	11/18/2020	000376 TOWN OF LEBANON	LITTER 2020		1,663.00	1,663.00	4100-042400-5414-	- -
					1,663.00	1,663.00 *		
12/09/2020	10/23/2020	001223 TREASURER OF VI	21-167C-RMS-1		7,544.88	7,544.88	4100-021060-5902-	- -
					7,544.88	7,544.88 *		
12/09/2020	11/03/2020	004210 TRENT, TINA	11032020	20	280.00	280.00	4100-013020-3002-	- -
					280.00	280.00 *		
12/09/2020	11/03/2020	004785 TURNER, HENRY	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/01/2020	000706 TWO WAY RADIO I	80002432		65.00	65.00	4100-031020-7003-	- -
12/09/2020	11/01/2020	000706 TWO WAY RADIO I	80002433		684.00	684.00	4100-031020-7003-	- -
12/09/2020	12/01/2020	000706 TWO WAY RADIO I	80002558		65.00	65.00	4100-031020-7003-	- -
12/09/2020	12/01/2020	000706 TWO WAY RADIO I	80002559		684.00	684.00	4100-031020-7003-	- -
					1,498.00	1,498.00 *		
12/09/2020	11/15/2020	000722 VACO	IVC0605704		1,408.00	1,408.00	4100-011010-5801-	- -
					1,408.00	1,408.00 *		
12/09/2020	11/03/2020	004087 VADEN, WILLIAM	11032020	20	250.00	250.00	4100-013020-3002-	- -
					250.00	250.00 *		
12/09/2020	12/09/2020	000728 VBEOA REGION 1	2021 DUES		40.00	40.00	4100-011010-5801-	- -
					40.00	40.00 *		
12/09/2020	11/22/2020	000082 VERIZON	11222020		54.48	54.48	4100-071040-5101-	- -
					54.48	54.48 *		
12/09/2020	10/27/2020	003115 VIRGINIA ELECTR	3024678-IN		43.60	43.60	4100-043020-5407-	- -
					43.60	43.60 *		
12/09/2020	10/07/2020	000758 WALLACE FURNITU	128756		179.94	179.94	4100-071040-5407-	- -
12/09/2020	12/09/2020	000758 WALLACE FURNITU	128861		10.75	10.75	4100-071040-5407-	- -
					190.69	190.69 *		
12/09/2020	11/20/2020	002549 WHITE CRYSTAL	11102020		55.00	55.00	4100-012090-5401-	- -
					55.00	55.00 *		
12/09/2020	11/03/2020	004208 WHITED, EMMA	11032020	20	250.00	250.00	4100-013020-3002-	- -
					250.00	250.00 *		
12/09/2020	11/03/2020	004212 WHITED, MARTY	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
12/09/2020	11/20/2020	003033 WHOLESAL SUPPL	0811980		10.04	10.04	4100-043020-5407-	- -
					10.04	10.04 *		
12/09/2020	11/03/2020	001093 WISE JAMES JR	11032020	20	300.00	300.00	4100-013020-3002-	- -
12/09/2020	11/03/2020	001093 WISE JAMES JR	11032020	20	19.55	19.55	4100-013020-3002-	- -
					319.55	319.55 *		
12/09/2020	11/03/2020	004209 WISE, DARLENE	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	11/03/2020	004776 WOLFE, GLORIA	11032020	20	230.00	230.00	4100-013020-3002-	- -
					230.00	230.00 *		
12/09/2020	10/06/2020	000219 XPRESS LUBE	10062020		71.09	71.09	4100-031020-5408-	- -
12/09/2020	10/06/2020	000219 XPRESS LUBE	10062020		63.89	63.89	4100-031020-5408-	- -
12/09/2020	10/06/2020	000219 XPRESS LUBE	10062020		71.09	71.09	4100-031020-5408-	- -
12/09/2020	10/06/2020	000219 XPRESS LUBE	10062020		63.89	63.89	4100-031020-5408-	- -
12/09/2020	10/06/2020	000219 XPRESS LUBE	10062020		71.09	71.09	4100-031020-5408-	- -
					341.05	341.05 *		
		TOTAL FOR DUE DATE 12/09/2020			236,013.91	236,013.91		
		TOTAL DUE FOR FUND- 4100			236,013.91	236,013.91		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
12/09/2020	11/13/2020	004227 COMPTON, KIMBE	CARES ACT		2,692.50	2,692.50	4208-013010-3002-	- -
					2,692.50	2,692.50 *		
12/09/2020	12/09/2020	002921 COOK YVONNE	12092020		309.30	309.30	4208-013010-3002-	- -
					309.30	309.30 *		
12/09/2020	10/22/2020	000198 DOMINION OFFICE	125624		245.99	245.99	4208-013010-3002-	- -
12/09/2020	10/29/2020	000198 DOMINION OFFICE	125781		348.99	348.99	4208-013010-3002-	- -
12/09/2020	10/23/2020	000198 DOMINION OFFICE	125782		33.99	33.99	4208-013010-3002-	- -
12/09/2020	10/27/2020	000198 DOMINION OFFICE	125857		170.00	170.00	4208-013010-3002-	- -
12/09/2020	11/30/2020	000198 DOMINION OFFICE	126571.1		91.08	91.08	4208-043020-5409-	- -
12/09/2020	11/17/2020	000198 DOMINION OFFICE	126571		1,082.16	1,082.16	4208-043020-5409-	- -
12/09/2020	11/17/2020	000198 DOMINION OFFICE	126571		1,082.16	1,082.16	4208-042400-5409-	- -
12/09/2020	11/25/2020	000198 DOMINION OFFICE	126830.		2,039.95	2,039.95	4208-043020-5409-	- -
					5,094.32	5,094.32 *		
12/09/2020	11/03/2020	004274 DOORS UNLIMITED	20-533		1,100.00	1,100.00	4208-043020-5413-	- -
					1,100.00	1,100.00 *		
12/09/2020	11/23/2020	004791 FAMILY AUTO II	789494		1,995.00	1,995.00	4208-011010-5414-	- -
					1,995.00	1,995.00 *		
12/09/2020	11/13/2020	004433 FERGUSON, RICHA	CARES ACT		2,692.50	2,692.50	4208-013010-3002-	- -
					2,692.50	2,692.50 *		
12/09/2020	11/13/2020	004225 HALL, JO ANN	CARES ACT		1,605.00	1,605.00	4208-013010-3002-	- -
					1,605.00	1,605.00 *		
12/09/2020	11/13/2020	004778 HAMM, GENEVA	CARES ACT		1,890.00	1,890.00	4208-013010-3002-	- -
					1,890.00	1,890.00 *		
12/09/2020	11/13/2020	003859 HESS DONNA	CARES ACT		2,715.00	2,715.00	4208-013010-3002-	- -
					2,715.00	2,715.00 *		
12/09/2020	11/19/2020	003866 INNOVATIVE TECH	2556		750.00	750.00	4208-012300-7002-	- -
12/09/2020	11/26/2020	003866 INNOVATIVE TECH	2571		337.50	337.50	4208-012300-7002-	- -
12/09/2020	11/20/2020	003866 INNOVATIVE TECH	2593		8,025.00	8,025.00	4208-012300-7002-	- -
					9,112.50	9,112.50 *		
12/09/2020	11/17/2020	004685 LEBANON APPAREL	004		3,000.00	3,000.00	4208-043020-5409-	- -
					3,000.00	3,000.00 *		
12/09/2020	10/06/2020	000367 LEBANON BLOCK &	395086		27.07	27.07	4208-043020-5413-	- -
12/09/2020	10/06/2020	000367 LEBANON BLOCK &	395164		186.65	186.65	4208-043020-5413-	- -
12/09/2020	10/08/2020	000367 LEBANON BLOCK &	395587		109.19	109.19	4208-043020-5413-	- -
12/09/2020	10/03/2020	000367 LEBANON BLOCK &	396860		86.32	86.32	4208-013010-3002-	- -
12/09/2020	10/20/2020	000367 LEBANON BLOCK &	397643		106.65	106.65	4208-013010-3002-	- -
12/09/2020	10/21/2020	000367 LEBANON BLOCK &	397969		4.89	4.89	4208-013010-3002-	- -
					520.77	520.77 *		
12/09/2020	9/15/2020	000432 MORGAN MCCLURE	09152020		43,711.50	43,711.50	4208-011010-5414-	- -
					43,711.50	43,711.50 *		
12/09/2020	11/13/2020	004782 MOYER, CHRISTIN	CARES ACT		2,280.00	2,280.00	4208-013010-3002-	- -
					2,280.00	2,280.00 *		
12/09/2020	11/13/2020	002917 PATRICK KENNETH	CARES ACT		480.00	480.00	4208-013010-3002-	- -
					480.00	480.00 *		
12/09/2020	12/02/2020	000573 RUSSELL COUNTY	12022020		115,000.00	115,000.00	4208-011010-5414-	- -
					115,000.00	115,000.00 *		
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		59.92	59.92	4208-043020-5409-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		37.96	37.96	4208-043020-5409-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		144.86	144.86	4208-035050-5409-	- -
12/09/2020	11/30/2020	003834 SAM'S CLUB	11302020		2,399.68	2,399.68	4208-043020-5409-	- -
					2,642.42	2,642.42 *		
12/09/2020	11/13/2020	004428 SHORTER, BRIAN	CARES ACT		1,263.75	1,263.75	4208-013010-3002-	- -
					1,263.75	1,263.75 *		
12/09/2020	10/27/2020	001299 SIGN SHOP OF SO	3646		50.00	50.00	4208-013010-3002-	- -
					50.00	50.00 *		

<u>DUE DATE</u>	<u>INV. DATE</u>	<u>VENDOR</u>	<u>INVOICE</u>	<u>CLASS</u>	<u>GROSS AMT.</u>	<u>NET AMOUNT</u>	<u>G/L ACCOUNT</u>	<u>P.O.#</u>
12/09/2020	11/13/2020	004518 SMITH, CINDY	CARES ACT		960.00	960.00	4208-013010-3002-	- -
					960.00	960.00	*	
12/09/2020	9/04/2020	004601 THE HOME DEPOT	571232958		165.18	165.18	4208-043020-5409-	- -
					165.18	165.18	*	
12/09/2020	11/13/2020	004210 TRENT, TINA	CARES ACT		600.00	600.00	4208-013010-3002-	- -
					600.00	600.00	*	
12/09/2020	9/23/2020	000706 TWO WAY RADIO I	104000611		1,240.00	1,240.00	4208-011010-5414-	- -
					1,240.00	1,240.00	*	
12/09/2020	11/05/2020	002814 ULINE	126325201		767.36	767.36	4208-011010-5414-	- -
					767.36	767.36	*	
		TOTAL FOR DUE DATE 12/09/2020			201,887.10	201,887.10		
		TOTAL DUE FOR FUND- 4208			201,887.10	201,887.10		

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12/09/2020	11/18/2020	000680 TOWN OF HONAKER	11182020		251.57	251.57	4839-083990-5103-	- -
					251.57	251.57	*	
12/09/2020	10/22/2020	000758 WALLACE FURNITU	128833		20.12	20.12	4839-083990-5407-	- -
					20.12	20.12	*	
		TOTAL FOR DUE DATE 12/09/2020			271.69	271.69		
		TOTAL DUE FOR FUND- 4839			271.69	271.69		
		NON-DIRECT DEPOSIT			438,172.70	438,172.70		
		DIRECT DEPOSIT			.00	.00		
		E-Payable Total			.00	.00		
		FINAL DUE			438,172.70	438,172.70		
						.00		



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenter: Chairperson

Meeting: 12/9/20 6:00 PM

Board Appointments

Committee Appointments for Board Consideration.

Drill Community Center

Charlene Blankenship	Two-Year Term	December 31, 2020
Rachel Helton	Two-Year Term	December 31, 2020
Doug Lester	Two-Year Term	December 31, 2020
Harold D. Thomas	Two-Year Term	December 31, 2020
Betty Sue Hess	Two-Year Term	December 31, 2020

Staff Recommendation:

Board Discretion.



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item
Presenters - Attorney

Meeting: 12/9/20 6:00 PM

County Attorney Reports

1. **Courthouse Project Proposal Resolution (Pursuant to PPEA)**
2. **RC Erosion and Sediment Ordinance**
3. **VRA & RC PSA Lenders' Agreements**
4. **Clinch River Little League**
5. **Key Western Property Easement**

Staff Recommendation:

Board Discretion.

Suggested Motion:

Motion Required.

ATTACHMENTS:

- Various

Russell County Virginia

“The Heart of Southwest Virginia”

Oris Christian
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

RESOLUTION TO ACCEPT THE PROPOSAL OF J.A. STREET AND ASSOCIATES, INC. PURSUANT TO THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002 (“PPEA”) AND THE PPEA GUIDELINES ADOPTED BY THE RUSSELL COUNTY BOARD OF SUPERVISORS ON OCTOBER 7, 2019 REGARDING THE EXPANSION AND RENOVATION OF THE COUNTY COURTHOUSE WHICH HAS PREVIOUSLY BEEN DETERMINED TO BE A QUALIFYING PROJECT PURSUANT TO THE PPEA

WHEREAS, on February 19, 2020, the Russell County Board of Supervisors declared the Renovations of the Courthouse to be a “Qualifying Project” and subsequently requested proposals regarding the renovation and/or expansion of the Courthouse.

WHEREAS, on November 2, 2020 the Russell County Board of Supervisors was informed that the Courthouse Committee planned to receive revised proposals in the “detailed phase” pursuant to the PPEA guidelines with three proposers, namely, BurWil Construction Company, Inc., J.A. Street and Associates, Inc., Pray Construction Company.

WHEREAS, on December 9, 2020 the Members of the Courthouse Committee reported that they had met with and interviewed extensively the three proposers named above and that those proposers are ranked by the authorized representatives of the Courthouse Committee as follows:

1. J.A. Street and Associates, Inc.
2. BurWil Construction Company, Inc.
3. Pray Construction Company

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

The Russell County Board of Supervisors hereby ratifies and reaffirms the determinations and the actions taken on its behalf reflected in the above recitals. The proposal of J.A. Street is hereby selected pursuant to the PPEA and the PPEA guidelines.

The Russell County Board of Supervisors, in conjunction with the Courthouse Committee and Skanska USA Building Inc., shall continue negotiations for the purpose of entering into an Interim Agreement with J.A. Street and Associates, Inc. for design phase services only following a public hearing but no sooner than 30 days prior to the public hearing.

Negotiations with J.A. Street and Associates, Inc. shall be done with a goal of preparing a Comprehensive Agreement on such terms and in such a format to be consistent with the requirements of the funding agencies and in the best interests of the citizens of Russell County.

The Courthouse Committee shall keep the Russell County Board of Supervisors fully advised as to the status of those negotiations.

The Russell County Board of Supervisors reserves the right to terminate this procurement at any time per the terms of the Interim Agreement prior to the execution of the comprehensive agreement.

ADOPTED the 9th day of December 2020.

**RUSSELL COUNTY BOARD
OF SUPERVISORS**

REBECCA DYE
Chairperson

ATTEST:

Lonzo Lester
Clerk of the Board

MASTER FINANCING AGREEMENT

dated as of _____ 1, 2020

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

\$6,157,089.73 Water and Sewer Revenue Bond, Series 2020B

\$5,901,097.65 Water and Sewer Revenue Bond, Series 2020C

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[To Be Updated]

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- | Exhibit K - Amended and Restated Support Agreement

MASTER FINANCING AGREEMENT

THIS MASTER FINANCING AGREEMENT is made as of this first day of _____, 2020, 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** (the “Fund”), and **THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Virginia (the “Borrower”).

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 certain loans from the Fund and has evidenced its obligation to repay such loans by its bonds as described on Exhibit F (the “Russell PSA Bonds”) pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and the Borrower (the “Russell PSA Financing Agreements”). In connection with the transfers and assumptions described below, the Borrower has requested that the Authority agree to amendments to and restatements of the Russell PSA Financing Agreements with respect to the Russell PSA Bonds on the terms and conditions stated in this Agreement.

The **Castlewood Water and Sewage Authority (“Castlewood WSA”)** has previously issued its bonds as described on Exhibit F (the “Castlewood WSA Bonds”) pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and Castlewood WSA (the “Castlewood WSA Financing Agreements”). Castlewood WSA has agreed to transfer to the Borrower the facilities financed by the Castlewood WSA Bonds and the Borrower has agreed to assume the Castlewood WSA Bonds. The parties desire to provide for the assumption by the Borrower of the obligations of the Castlewood WSA with respect to the Castlewood WSA Bonds, on the terms and conditions stated in this Agreement.

The County of Russell, Virginia (the “County”) has previously issued its bonds as described on Exhibit F (the “County Bonds”) pursuant to Financing Agreements as described on Exhibit G, between the Authority, as Administrator of the Fund, and the County (the “County Financing Agreements”). The County has agreed to transfer to the Borrower the facilities financed by the County Bonds and the Borrower has agreed to assume the County Bonds. The parties desire to provide for the assumption by the Borrower of the obligations of the County with respect to the County Bonds, on the terms and conditions stated in this Agreement.

ARTICLE I **DEFINITIONS**

Section 1.1. Definitions. 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 Master 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 and Exhibit I payable as an annual fee for administrative and management services attributable to certain of the Local Bonds.

“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.

“Castlewood WSA” means The Castlewood Water and Sewage Authority.

“Castlewood WSA Bonds” means, collectively, the bonds and any allonges thereto described in Exhibit F issued by Castlewood WSA to the Authority, as Administrator of the Fund.

“Castlewood WSA Financing Agreements” means, collectively, the financing agreements between the Authority and Castlewood WSA as further described on Exhibit G.

“Closing Date” means the date of delivery of the Local Bonds to the Authority, as Administrator of the Fund.

“Consulting Engineer” means the engineer or firm of independent consulting engineers of recognized standing and experienced in the field of sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as the Borrower’s consulting engineer in accordance with Section 4.6 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, if any, payable as set forth in Section 6.1 and Exhibit I.

“County” means the County of Russell, Virginia.

“County Bonds” means, collectively, the bonds and any allonges thereto described in Exhibit F issued by the County to the Authority, as Administrator of the Fund.

“County Financing Agreements” means, collectively, the financing agreements between the Authority and the County as further described on Exhibit G.

“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 Borrower’s bonds, notes or other evidences of indebtedness, as further described on Exhibit H, that on the respective dates of the Local Bonds’ issuance and delivery were secured by or payable from a pledge of Revenues on a parity with the pledge of Revenues securing the Local Bonds.

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

“Financing Agreements” means, collectively, the Castlewood WSA Financing Agreements, the County Financing Agreements and the Russell PSA Financing Agreements.

“Funding Agreement” means the Amended and Restated Funding Agreement, dated as of the date hereof, between the Authority, as Administrator of the Fund, and the Borrower.

“Local Bonds” means, collectively, the bonds relating to the assumption of the Castlewood WSA Bonds and the County Bonds and the amendments and restatements of the Russell PSA Bonds, substantially in the forms attached to this Financing Agreement as Exhibit A, issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement.

“Local Bond Proceeds” means the aggregate proceeds from the sale of the Local Bonds 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, the Master Parity Agreement and the Transfer Agreement and the execution, issuance and delivery of the Local Bonds.

“Master Parity Agreement” means the Master Parity Agreement dated as of _____, 2020, among the Authority, the Borrower and United States of America, acting by and through the Rural Utilities Service, an agency of the United States Department of Agriculture.

“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 Reserve Fund” means the operating reserve fund established in Section 8.13.

“Operation and Maintenance Expense” means the costs of operating and maintaining the System determined pursuant to generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and any 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.

“Original Bonds” means, collectively, the Castlewood WSA Bonds, the County Bonds and the Russell PSA Bonds.

“Original Financing Agreements” means, collectively, the Castlewood WSA Financing Agreements, the County Financing Agreements and the Russell PSA Financing Agreements.

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

“Prior Bonds” means bonds, notes or other evidences of indebtedness of the Borrower 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 Bonds.

“Project” means, collectively, the particular projects described in Exhibit B, the costs of the construction, acquisition or equipping of which were financed or financing in whole or in part with the Local Bond Proceeds.

“Project Budgets” means, collectively, the budgets for the financing or the refinancing of each Project, copies of which are attached to this Agreement as Exhibit C.

“Project Costs” means the costs of the construction, acquisition or equipping of each Project, as further described in the Project Budgets, 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.

“Required Operating Reserve” shall have the meaning set forth in Section 8.13.

“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 or operation of the System, 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 relating to the System, (iii) interest on any money or securities related 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 the Borrower to the payment of its Local Bonds.

“Russell PSA Bonds” means, collectively, the bonds and any allonges thereto described in Exhibit F issued by the Borrower to the Authority, as Administrator of the Fund.

“Russell PSA Financing Agreements” means, collectively, the financing agreements between the Authority and Borrower as further described on Exhibit G.

“Service Contracts” means the Agreement for Sale and Purchase of Water dated May 6, 2014, between the Borrower and the Buchanan County Public Service Authority; Water Sale Agreement dated July 8, 2015, between the Borrower and the Town of Honaker, Virginia; Agreement for the Bulk Sales of Water dated March 14, 2002, between the Borrower and the Town of Lebanon, Virginia; Agreement for the Bulk Sale of Water dated June 11, 2001, between the Borrower and the Tazewell County Public Service Authority; and Contract for Sale of Water dated October 3, 2013, between the Borrower and the Washington County Service Authority.
[Add any service contracts transferred from Castlewood WSA and Russell County]

“Subordinate Bonds” means bonds, notes or other evidences of indebtedness of the Borrower secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues securing the Local Bonds.

“Support Agreement” means the Amended and Restated Support Agreement, dated the date hereof, among the Borrower, the Authority and the County, substantially in the form of Exhibit K hereto.

“System” means all plants, systems, facilities, equipment or property, including but not limited to the Project, owned, operated or maintained by the Borrower and used in connection with the collection, supply, treatment, storage or distribution of water or the collection or treatment of wastewater as the same may from time to time exist.

“Transfer Agreement” means the Transfer Agreement dated as of _____, 2020, among the Borrower, the County and The Castlewood Water and Sewage Authority.

Section 1.2. Rules of Construction. 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 **REPRESENTATIONS**

Section 2.1. Representations by Borrower. 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 Master Parity Agreement, the Support Agreement, the Transfer Agreement and the other documents related thereto, (ii) issue, sell and deliver the Local Bonds 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 or refinance the Project Costs by borrowing money for such purpose pursuant to this Agreement and the issuance of the Local Bonds, (vi) pledge the Revenues of the System to the payment of the Local Bonds, and (vii) carry out and consummate all of the transactions contemplated by the Local Resolution, this Agreement, the Support Agreement and the Local Bonds.

(c) This Agreement, the Master Parity Agreement, the Support Agreement, the Transfer Agreement and the Local Bonds 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 Master Parity Agreement, the Support Agreement, the Transfer Agreement and the Local Bonds, (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, the Master Parity Agreement, the Support Agreement and the Transfer 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 Bonds 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 Bonds and the execution and delivery of this Agreement, the Master Parity Agreement, the Support Agreement and the Transfer 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, 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 Bonds 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 Bonds. The execution and delivery by the Borrower of this Agreement, the Support Agreement or the Local Bonds 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 Bonds or the issuance or delivery of the Local Bonds, (iii) in any way contesting or affecting the validity or enforceability of the Local Resolution, this Agreement, the Support Agreement, the Local Bonds 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 Bonds, (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 Bonds.

(k) 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.

(l) 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.

(m) 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 Bonds except any Existing Parity Bonds set forth on Exhibit H.

(n) The Service Contracts are in full force and effect; no default or event of default has occurred and is continuing under the Service Contracts; 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 Service Contracts.

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

(p) All of the representations and warranties of the Borrower contained in the Master Parity Agreement and the Transfer Agreement are true and correct and all terms of the Master Parity Agreement and the Transfer Agreement are reaffirmed, ratified and confirmed.

ARTICLE III
AMENDMENT AND RESTATEMENT OF FINANCING AGREEMENTS

Section 3.1. Amendment and Restatement of Financing Agreements; Assumption of Local Bonds. (a) This Agreement in part constitutes an amendment and restatement of the Financing Agreements with respect to the Local Bonds; however, this Agreement shall not constitute a novation of the original debt evidenced by the Russell County PSA Bonds.

(b) The Borrower agrees to assume each of Castlewood WSA's and the County's obligations to make payments of the principal and other sums that become due under its respective Local Bonds after the Closing Date.

(c) The Borrower's obligations with respect to the amendments and restatements of the Russell PSA Financing Agreements and the Russell PSA Bonds and the assumption of the Castlewood WSA Bonds and the County Bonds shall be evidenced by the Locals Bonds. The Authority agrees to release Castlewood WSA and the County from their respective obligations under its respective Local Bonds, in accordance with the terms of this Agreement.

Section 3.2. Conditions Precedent to Entering into the Master Financing Agreement. This Agreement shall not be effective until the Authority shall have received the following, all in form and substance satisfactory to the Authority:

(a) The Local Bonds, the Funding Agreement, the Master Parity Agreement, the Support Agreement and the Transfer 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) 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.

(e) An Opinion of Counsel, substantially in the form of Exhibit D, addressed to the Fund and the Authority.

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

(g) 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 Master Parity Agreement, the Support Agreement and the Transfer Agreement are valid and enforceable against the Borrower, subject to usual and customary qualifications.

(h) Deposit into the Operating Reserve Fund the amount of \$ _____ from the Borrower's available funds.

ARTICLE IV
USE OF LOCAL BOND PROCEEDS AND CONSTRUCTION OF PROJECT

Section 4.1. Application of Article IV. The provisions of Article IV shall only apply with respect to the following Original Bonds:

[WSL-022-15E in the amount of \$ _____]

[WSL-028-14E in the amount of \$ _____]

Section 4.2. Application of Proceeds.

(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 Department 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 Department) 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 Department, 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 Department 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 Department 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 laws of the Commonwealth of Virginia, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts related to the Project. Except as may otherwise be approved by the Department, 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 4.3 and a final requisition detailing all retainages to which the Borrower is then entitled, the Authority, to the extent approved by the Department and subject to the provisions of this Section and Section 4.3, 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 only in accordance with Section 6.1.

Section 4.3. Agreement to Accomplish Project. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in Exhibit B and in accordance with the Project Budget and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Department. 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 Department 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 Department, may amend the description of the Project set forth in Exhibit B.

When the Project has been completed, the Borrower shall promptly deliver to the Authority and the Department 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 Department, 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 4.4. Permits. 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 Department copies of all such permits, consents and approvals. The Borrower shall also comply with all applicable lawful program or procedural guidelines or requirements duly

promulgated and amended from time to time by the Department 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 from the Fund. Where noncompliance with such requirements is determined by the Authority or the Department, the issue shall be referred to the proper governmental authority or agency for consultation or enforcement action.

Section 4.5. Construction Contractors. 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, the Department 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, the Department or the Board, the Borrower shall cause each contractor to furnish evidence of such bonds and insurance to the Authority, the Department and the Board.

Section 4.6. Engineering Services. 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 Department 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 Department the certificates required by Sections 4.2 and 4.3.

Section 4.7. Borrower Required to Complete Project. 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, the Department 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 RATES

Section 5.1. Pledge of Revenues; Rate Covenant. 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 Cost of Funds, if any, on the Local Bonds 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 pledge of the

Revenues securing the Existing Parity Bonds. The lien of this pledge shall, subject to the right 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 Cost of Funds, if any, on the Local Bonds, 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 (the "Rate Covenant"). 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, the Borrower shall promptly take appropriate action to increase its rates, fees and other charges or reduce its Operations and Maintenance Expense to cure any deficiency.

Section 5.2. Annual Budget. 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, Exhibit J 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. Qualified Independent Consultant's Report. (a) If at the end of any Fiscal Year, the Borrower is not in compliance with the Rate Covenant, 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. 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.

(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 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 **PAYMENTS**

Section 6.1. Payment of Local Bonds. The Local Bonds shall be dated as of the Closing Date. The Cost of Funds, if any, of each of the Local Bonds shall be computed on the disbursed principal balance thereof from the date of each disbursement at the rate set forth on Exhibit I with respect to each of the Local Bonds. Principal and the Cost of Funds, if any, due under each of the Local Bonds shall be payable in equal installments as set forth on Exhibit I with respect to each of the Local Bonds. All amounts due hereunder and under each of the Local Bonds shall be due and payable in full with the final installment of principal and Cost of Funds, if any, due as set forth on Exhibit I with respect to each of the Local Bonds. Each installment shall be applied first to payment of the Cost of Funds, if any, 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 or the Cost of Funds, if any, on any of the Local Bonds is not paid within ten (10) days after its due date, the Borrower agrees to pay the Authority a late payment charge in an amount equal to five percent (5.0%) of the overdue installment on such Local Bonds.

Section 6.2. Payment of Additional Payments. In addition to the payments of principal of and Cost of Funds, if any, on the Local Bonds, 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. Prepayment of Local Bonds. At its option and after giving at least ten (10) days' written notice to the Authority, the Borrower may prepay the Local Bonds 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 Bonds 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 Bonds but shall not postpone the due date of any subsequent payment on the Local Bonds, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing.

ARTICLE VIII OWNERSHIP, OPERATION AND USE OF SYSTEM

Section 8.1. Ownership and Operation of Project and System. 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 and shall not be operated or controlled by any other entity or person.

Section 8.2. Maintenance. 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. Additions and Modifications. 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. Use of System. 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. Inspection of System and Borrower's Books and Records. 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. Ownership of Land. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower 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. Sale or Encumbrance. 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, if any, on the Local Bonds, and then, if such property constitutes part of the Project, to the prepayment of the Local Bonds under Article VII hereof.

Section 8.8. Collection of Revenues. 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. No Free Service. 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. No Competing Service. 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. Mandatory Connection. 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.

Section 8.13. Operating Budget. The Borrower agrees to include a reserve in the amount of \$300,000 in the Annual Budget for each of the fiscal years ending June 30, 2021 through June 30, 2022.

Section 8.14. Operating Reserve. (a) There is hereby established the “Russell County PSA Operating Reserve Fund” (the “Operating Reserve Fund”) to be held by the Borrower in a separate and segregated account. Until the principal of and Cost of Funds on the Local Bond and the Existing Parity Bonds and all amounts payable pursuant to this Agreement have been paid or provided for in full, the Borrower agrees to deposit in the Operating Reserve Fund the following amounts on the dates provided for below:

(i) On the Closing Date, the amount of \$ _____ from the Borrower’s available funds (the “Initial Required Operating Reserve”).

(ii) On or before June 30, 2023, an amount that equals the Required Operating Reserve (as defined below), taking into account the deposit of the Initial Required Operating Reserve.

(iii) To the extent there is any deficiency in the Operating Reserve Fund due to an increase in the prior Fiscal Year’s Operation and Maintenance Expense, in the next Fiscal Year an amount equal to such deficiency, such that by the end of the next Fiscal Year the Operating Reserve Fund shall hold the Required Operating Reserve.

(iv) To the extent funds are drawn from the Operating Reserve Fund for the payment of Authorized Expenses (as defined below), commencing in the next Fiscal Year and continuing in each Fiscal Year thereafter until the deficiency is eliminated, an amount equal to one-third of the amount of such deficiency, such that by the end of the third Fiscal Year following the payment of the Authorized Expenses the Operating Reserve Fund shall hold the Required Operating Reserve.

“Required Operating Reserve” means an amount that equals \$450,000.

(b) Except as set forth in subsection (d) below, amounts in the Operating Reserve Fund may only be disbursed, upon written notice to the Authority for amounts up to \$50,000 and upon the written consent of the Authority for the remainder of the Required Operating Reserve, to pay extraordinary maintenance or repair expenses related to the operation of the System to the extent available funds, including cash or other reserves, of the Borrower are insufficient to pay such expenses (the “Authorized Expenses”).

(c) Failure to deposit the Required Operating Reserve under subsections (a)(i) and (ii) above or failure to replenish any deficiency in the Operating Reserve Fund under subsections (a)(iii) and (iv) above in the time specified shall constitute an Event of Default under Section 11.1. The Authority shall have no obligation to disburse any Local Bond Proceeds if the Borrower has not satisfied the provisions contained in this Section.

(d) Any amounts in the Operating Reserve Fund, including investment earnings thereon, in excess of the Required Operating Reserve shall be transferred to the Borrower as of the end of each Fiscal Year; provided, that if an Event of Default has occurred and is continuing, such amounts shall be maintained in the Operating Reserve Fund. Unless the Authority agrees

otherwise, the Borrower shall deposit or invest, as appropriate, monies in the Operating Reserve Fund, as the Borrower may direct in writing, in accounts covered and secured under the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended), or in a “Permitted Investments” (as defined below), with a term of not more than five years. “Permitted Investments” are (a) bonds, notes and other direct obligations of the United States of America, (b) securities unconditionally guaranteed as to the timely payment of principal, if applicable, and interest by the United States of America, (c) bonds, notes and other obligations of any agency of the United States of America unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or (d) obligations of Federal Home Loan Banks and obligations of Federal Farm Credit Banks.

(e) The Borrower’s obligations to make deposits under subsection (a) above and to make payments as scheduled under the Local Bond shall not be discharged in whole or in part by any transfer made by the Borrower from the Operating Reserve Fund.

(f) The Authority and the Borrower acknowledge that the Operating Reserve Fund is being established and maintained for the benefit of the System.

ARTICLE IX

INSURANCE, DAMAGE AND DESTRUCTION

Section 9.1. Insurance. 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 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. Requirements of Policies. 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. Notice of Damage, Destruction and Condemnation. 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.

Section 9.4. Damage and Destruction. 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 Bonds 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 prepayment of the Local Bonds pursuant to Article VII.

Section 9.5. Condemnation and Loss of Title. 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 Bonds 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 prepayment of the Local Bonds pursuant to Article VII.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. Maintenance of Existence. 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 Bonds 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. 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. Certificate as to No Default. 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. Additional Indebtedness. 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. Parity Bonds. 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 Bonds 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 Bonds, Parity Bonds or Existing Parity Bonds, or (iv) effect some combination of (i), (ii) and (iii); provided in each case the following conditions are satisfied. 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 Bonds, Parity Bonds or Existing Parity 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 100% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bonds, this Agreement, the Parity Bonds or Existing Parity Bonds, 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. 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 Bonds (with the consent of the Authority), Existing Parity Bonds or Parity 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 Bonds, Existing Parity Bonds or Parity Bonds to be refunded would have been outstanding which are lower than the annual debt service requirements in each such year on the Local Bonds, Existing Parity Bonds or Parity 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 100% of the amount required during each such Fiscal Year to pay any and all amounts due under the Local Bonds, this Agreement, the Parity Bonds or Existing Parity Bonds, 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. 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. Further Assurances. 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. Other Indebtedness. 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 Bonds and this Agreement, and (ii) an Opinion of Counsel to the assignee, subject to customary exceptions and qualifications, that the assumption agreement, the Local Bonds 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 Bonds 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. Davis-Bacon Act. 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. American Iron and Steel. 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 10.11. Recordkeeping and Reporting. 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.

Section 10.12. Service Contracts. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of any of the Service Contracts. The Borrower shall enforce the terms of such agreements and use its best efforts to ensure that such agreements remain in full force and effect during the term of this Agreement.

[Add language regarding control over PSA and County leachate]

ARTICLE XI

DEFAULTS AND REMEDIES

Section 11.1. Events of Default. 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, if any, due hereunder or to make any other payment required to be made under the Local Bonds or this Agreement, including payments required to fund the Operating Reserve Fund to the amount of the Required Operating Reserve or restore the balance in the Operating Reserve Fund to the Required Operating Reserve upon any shortfall therein;

(b) The Borrower’s failure to perform or observe any of the other covenants, agreements or conditions of the Local Bonds, the Support Agreement 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 Bonds 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 secured by or payable from 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. Notice of Default. 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. Remedies on Default. 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 Bonds 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 Bonds and under this Agreement, 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 Bonds, which the Borrower hereby agrees are assigned to the Authority upon the occurrence of an Event of Default.

Section 11.4. Delay and Waiver. 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. State Aid Intercept. 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, if any, on the Local Bonds, if payment of such principal or Cost of Funds, if any, shall not be paid when the same shall become due and payable.

ARTICLE XII **MISCELLANEOUS**

Section 12.1. Successors and Assigns. 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. Amendments. 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 8.13, 8.14, 10.4 and 10.5 of this Agreement.

Section 12.3. Limitation of Borrower's Liability. Notwithstanding anything in the Local Bonds 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 Bonds 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 Cost of Funds, if any, on the Local Bonds 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 Bonds 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 Bonds.

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

Section 12.5. Severability. 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. Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bonds 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
137 Highland Drive
Lebanon, Virginia 24266
Attention: Chairman

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. Right to Cure Default. If the Borrower shall fail to make any payment or to perform any act required by it under the Local Bonds 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 Bonds.

Section 12.8. Headings. 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. Term of Agreement. This Agreement shall be effective upon its execution and delivery, provided that the Local Bonds previously or simultaneously shall have

been executed and delivered. Except as otherwise specified, the Borrower's obligations under the Local Bonds and this Agreement shall expire upon payment in full of the Local Bonds and all other amounts payable by the Borrower under this Agreement.

Section 12.10. Termination of Original Financing Agreements. The Original Financing Agreements heretofore executed between the parties thereto are cancelled and terminated as of the Closing Date, provided that such cancellation and termination shall not be construed as a waiver, relinquishment or release of any claims, damages, liability, rights of action or causes of action that the parties thereto may have against the other thereunder and that have accrued before the effective date of this Agreement.

Section 12.11. Counterparts. 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: _____

Title: _____

**THE RUSSELL COUNTY PUBLIC SERVICE
AUTHORITY**

By: _____

Title: _____

EXHIBIT A
FORM OF LOCAL BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT B

**PROJECT DESCRIPTIONS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

[To Be Provided]

EXHIBIT C
PROJECT BUDGETS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT D

**OPINION OF BORROWER'S BOND COUNSEL
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

[To Come from Borrower's Bond Counsel]

EXHIBIT E
FORM OF REQUISITION
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[LETTERHEAD OF BORROWER]

[Date]

_____, 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-028-14E; WSL-022-15E

Dear Mr./Ms. _____:

This requisition, Number ____, is submitted in connection with the Master Financing Agreement and Amended and Restated Funding Agreement, each dated as of _____ 1, 2020 (together, 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, and (b) 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)

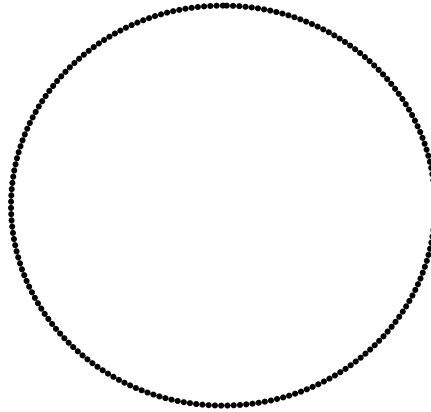
CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-028-14E; 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-028-14E; WSL-022-15E

CERTIFYING SIGNATURE: _____

TITLE: _____

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

Total Funding Amount \$ _____
Previous Disbursements \$ _____
This Request \$ _____
Loan Proceeds Remaining \$ _____

EXHIBIT F

ORIGINAL BONDS THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

“Original Bonds” means, collectively, (a) the following bonds issued by the Borrower (the “Russell PSA Bonds”):

- (1) \$99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project);
- (2) \$1,534,941 The Russell County Public Service Authority Revenue Bond, Series 2008A (Big A Mountain Phase II Project);
- (3) \$325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley—Big A Mountain Interconnection Project);
- (4) \$1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project);
- (5) \$103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project);
- (6) \$700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project);
- (7) \$3,537,000 Water Revenue Refunding Bond, Series 2014;
- (8) \$93,071 Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension Project);
- (9) \$294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project);
- (10) \$445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project);
- (11) \$197,027 Water Revenue Bond, Series 2017 (Thompson Creek/Tunnel Road Waterline Extension Project); and
- (12) \$512,023 Water Revenue Bond, Series 2017 (Fincastle Estates Waterline Extension Project);

and (b) the following bonds issued by the County that have been assumed by the Borrower (the “County Bonds”):

- (13) \$672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);
- (14) \$900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);
- (15) \$119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);
- (16) \$935,690 Russell County Revenue Bond, Series 2001A (Big A Mountain Project);
- (17) \$1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project);
- (18) \$344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project);
- (19) \$822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project);
- (20) \$556,538 Russell County Revenue Bond, Series 2005A (Drill Mountain Project);
- (21) \$91,439 Russell County Revenue Bond, Series 2005B (Clark's Valley—South Extension Water Project);
- (22) \$1,906,717 Russell County Revenue Bond, Series 2005E (Belfast –Rosedale Project);
- (23) \$415,518 Russell County Revenue Bond, Series 2006A (Miller Creek/Frank's Hollow/Honeysuckle Lane Project); and
- (24) \$197,170 Russell County Revenue Bond, Series 2007A (Belfast—Highlands and Yates Project);

and (c) the following bonds issued by Castlewood WSA that have been assumed by the Borrower (the "Castlewood WSA Bonds"):

- (25) \$350,000 Water Revenue Bond, Series of 2000 (Castlewood Water Project);
- (26) \$640,000 Water and Sewer Revenue Bond, Series 2001 (Red Oak Ridge Water Project);
- (27) \$653,250 Water and Sewer Revenue Bond, Series 2002 (Mew Road Water Project);

(28) \$661,019 Water and Sewer Revenue Bond, Series 2004 (Carbo/Back Valley Water Project);

| [\(29\)](#) \$937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);

| [\(30\)](#) \$299,409 Water and Sewer Revenue Bond, Series 2006 (Seven Springs Water Project);

| [\(31\)](#) \$359,813 Water and Sewer Revenue Bond, Series 2008A (Castlewood Heights Water Project);

| [\(32\)](#) \$200,400 Water and Sewer Revenue Bond, Series 2008B (Blue Devil Water Project);

| [\(33\)](#) \$167,012 Water and Sewer Revenue Bond, Series 2010 (Kingland Heights Water Project);

| [\(34\)](#) \$100,000 Water and Sewer Revenue Bond, Series 2011 (Castlewood Phase One Water Project);

| [\(35\)](#) \$325,473 Water and Sewer Revenue Bond, Series 2012 (Route 58/Memorial Drive/Greystone Water Project);

| [\(36\)](#) \$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);

| [\(37\)](#) \$163,680 Water and Sewer Revenue Bond, Series 2015 (Upper Bear Wallow Water Project); and

| [\(38\)](#) \$317,151 Water and Sewer Revenue Bond, Series 2016 (Radio Read Meter Replacement and Telemetry Installation Project).

EXHIBIT G
ORIGINAL FINANCING AGREEMENTS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

[To Be Provided]

EXHIBIT H

PRIOR BONDS AND EXISTING PARITY BONDS THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

Prior Bonds:

None

Existing Parity Bonds:

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

\$900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project)

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

\$350,000 Water Revenue Bond, Series of 2000 (RD Castlewood Water Project)

\$937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project)

\$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A)

\$23,173.29 Water and Sewer Revenue Bond, Series 2020A

\$418,700 Water and Sewer Revenue Bond, Series 2020D

EXHIBIT I

**DEBT SERVICE SCHEDULES
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

[To Be Provided]

EXHIBIT J
FORM OF BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

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

¹ 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: _____

EXHIBIT K

AMENDED AND RESTATED SUPPORT AGREEMENT THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

THIS AMENDED AND RESTATED SUPPORT AGREEMENT is made as of the first day of _____, 2020, by and among the **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA** (the “Board”), acting as the governing body of Russell County, 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** (the “Fund”) and as purchaser of the Local Bonds, as hereinafter defined, pursuant to a Master Financing Agreement dated as of the date hereof (the “Master Financing Agreement”), between the Authority and the Borrower.

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 operates the System in the County;

WHEREAS, the Borrower has previously issued its bonds as described on Exhibit A (the “Russell PSA Bonds”) pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and the Borrower;

WHEREAS, The Castlewood Water and Sewage Authority (“Castlewood WSA”) has previously issued its bonds as described on Exhibit A (the “Castlewood WSA Bonds”) pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and Castlewood WSA;

WHEREAS, the County of Russell, Virginia (the “County”) has previously issued its bonds as described on Exhibit A (the “County Bonds”) pursuant to certain financing agreements, between the Authority, as Administrator of the Fund, and Castlewood WSA;

WHEREAS, the Borrower desires to amend and restate its obligations with respect to the Russell PSA Bonds, assume the obligations of Castlewood WSA with respect to the Castlewood WSA Bonds and assume the obligations of the County with respect to the County Bonds;

WHEREAS, the Board adopted on July 6, 2020, 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 Bonds.

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 Master Financing Agreement.

2. No later than May 15 of each year, beginning May 15, 2020, 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 Master Financing Agreement, the Local Bonds and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit H to the Master 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. The Board acknowledges that (i) the Authority would not purchase the Local Bonds 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 Bonds, 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.

8. 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 Bonds 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.

9. 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 137 Highland Drive, Lebanon, Virginia 24266, Attention: County Administrator, (ii) if to the Borrower, to 137 Highland Drive, Lebanon, Virginia 24266, Attention: Chairman, 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.

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

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

12. 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 A

ORIGINAL BONDS THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

“Original Bonds” means, collectively, (a) the following bonds issued by the Borrower (the “Russell PSA Bonds”):

- (1) \$99,775 The Russell County Public Service Authority Water Revenue Bond, Series 2006 (Green Valley Project);
- (2) \$1,534,941 The Russell County Public Service Authority Revenue Bond, Series 2008A (Big A Mountain Phase II Project);
- (3) \$325,227 The Russell County Public Service Authority Water Revenue Bond, Series 2010-A (Back Valley—Big A Mountain Interconnection Project);
- (4) \$1,059,765 The Russell County Public Service Authority Water Revenue Bond, Series 2011-A (Green Valley West Water Line Extension Project);
- (5) \$103,783 The Russell County Public Service Authority Water Revenue Bond, Series 2011-B (Long Branch/Strouth Creek/Fuller Mt. Water Line Extension Project);
- (6) \$700,843 The Russell County Public Service Authority Water Revenue Bond, Series 2012-A (New Garden/Finney Water Line Extension Project);
- (7) \$3,537,000 Water Revenue Refunding Bond, Series 2014;
- (8) \$93,071 Water Revenue Bond, Series 2015 (Mountain Meadows Line Extension Project);
- (9) \$294,202 Water Revenue Bond, Series 2016 (iPerl Radio Read Meter Replacement Project);
- (10) \$445,925 Water Revenue Bond, Series 2016 (Route 656 East Water Line Extension Project);
- (11) \$197,027 Water Revenue Bond, Series 2017 (Thompson Creek/Tunnel Road Waterline Extension Project); and
- (12) \$512,023 Water Revenue Bond, Series 2017 (Fincastle Estates Waterline Extension Project);

and (b) the following bonds issued by the County that have been assumed by the Borrower (the “County Bonds”):

[\(13\)](#) \$672,000 Russell County Series 1988 Water Revenue Bond (RD Sword's Creek Project);

[\(14\)](#) \$900,000 Russell County Sewer Revenue Bond, Series 1996 (RD Dante Project);

[\(15\)](#) \$119,530 Russell County, Virginia, Water Revenue Bond, Series 1999 (RD Lynn Springs Project);

[\(16\)](#) \$935,690 Russell County Revenue Bond, Series 2001A (Big A Mountain Project);

[\(17\)](#) \$1,678,400 Russell County Revenue Bond, Series 2001B (Belfast Project);

[\(18\)](#) \$344,477 Russell County Revenue Bond, Series 2001C (Pine Creek Project);

[\(19\)](#) \$822,366 Russell County Revenue Bond, Series 2002A (Swords Creek Public Service Authority) (Clark's Valley Project);

[\(20\)](#) \$556,538 Russell County Revenue Bond, Series 2005A (Drill Mountain Project);

[\(21\)](#) \$91,439 Russell County Revenue Bond, Series 2005B (Clark's Valley—South Extension Water Project);

[\(22\)](#) \$1,906,717 Russell County Revenue Bond, Series 2005E (Belfast –Rosedale Project);

[\(23\)](#) \$415,518 Russell County Revenue Bond, Series 2006A (Miller Creek/Frank's Hollow/Honeysuckle Lane Project); and

[\(24\)](#) \$197,170 Russell County Revenue Bond, Series 2007A (Belfast—Highlands and Yates Project);

and (c) the following bonds issued by Castlewood WSA that have been assumed by the Borrower (the "Castlewood WSA Bonds"):

[\(25\)](#) \$350,000 Water Revenue Bond, Series of 2000 (Castlewood Water Project);

[\(26\)](#) \$640,000 Water and Sewer Revenue Bond, Series 2001 (Red Oak Ridge Water Project);

[\(27\)](#) \$653,250 Water and Sewer Revenue Bond, Series 2002 (Mew Road Water Project);

[\(28\)](#) \$661,019 Water and Sewer Revenue Bond, Series 2004 (Carbo/Back Valley Water Project);

[\(29\)](#) \$937,300 Water Revenue Bond, Series of 2005 (Dante Rehabilitation Water Project);

[\(30\)](#) \$299,409 Water and Sewer Revenue Bond, Series 2006 (Seven Springs Water Project);

[\(31\)](#) \$359,813 Water and Sewer Revenue Bond, Series 2008A (Castlewood Heights Water Project);

[\(32\)](#) \$200,400 Water and Sewer Revenue Bond, Series 2008B (Blue Devil Water Project);

[\(33\)](#) \$167,012 Water and Sewer Revenue Bond, Series 2010 (Kingland Heights Water Project);

[\(34\)](#) \$100,000 Water and Sewer Revenue Bond, Series 2011 (Castlewood Phase One Water Project);

[\(35\)](#) \$325,473 Water and Sewer Revenue Bond, Series 2012 (Route 58/Memorial Drive/Greystone Water Project);

[\(36\)](#) \$2,200,000 Sewer Revenue Bond, Series of 2013 (Sewer Phase 1A);

[\(37\)](#) \$163,680 Water and Sewer Revenue Bond, Series 2015 (Upper Bear Wallow Water Project); and

[\(38\)](#) \$317,151 Water and Sewer Revenue Bond, Series 2016 (Radio Read Meter Replacement and Telemetry Installation Project).

FINANCING AGREEMENT

dated as of _____ 1, 2019

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

Loan No. WSL-020-18

Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT is made as of this first day of _____, 2019, 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 body politic and corporate and a political subdivision of the Commonwealth of Virginia (the “Borrower”).

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. Definitions. 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, as Administrator of the Fund.

“Commitment Letter” means the commitment letter from the Authority to the Borrower, dated _____, 2019, and all extensions and amendments thereto.

“Consulting Engineer” means the engineer or firm of independent consulting engineers of recognized standing and experienced in the field of sanitary engineering and registered to do business in Virginia which is designated by the Borrower from time to time as the 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 Borrower’s bonds, notes or other evidences of indebtedness, as further described on Exhibit F, 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, as Administrator of the Fund, and the Borrower.

“Local Bond” means the bond in substantially the form attached to this Financing Agreement as Exhibit A 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, as Administrator of the Fund, 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 Transfer 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.

“Operation and Maintenance Expense” means the costs of operating and maintaining the System determined pursuant to generally accepted accounting principles, exclusive of (i) interest on any debt secured by or payable from Revenues, (ii) depreciation and any 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 Borrower’s 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 Exhibit B, 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 or the refinancing of the Project, a copy of which is attached to this Agreement as Exhibit C, 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 or operation of the System, 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 relating to the System, (iii) interest on any money or securities related 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 the Borrower to the payment of its Local Bond.

“Service Contracts” means the Agreement for Sale and Purchase of Water dated May 6, 2014, between the Borrower and the Buchanan County Public Service Authority; Water Sale Agreement dated July 8, 2015, between the Borrower and the Town of Honaker, Virginia; Agreement for the Bulk Sales of Water dated March 14, 2002, between the Borrower and the Town of Lebanon, Virginia; Agreement for the Bulk Sale of Water dated June 11, 2001, between the Borrower and the Tazewell County Public Service Authority; and Contract for Sale of Water dated October 3, 2013, between the Borrower and the Washington County Service Authority [ADD ANY SERVICE CONTRACTS TRANSFERRED FROM CASTLEWOOD WSA].

“Subordinate Bonds” means bonds, notes or other evidences of indebtedness of the Borrower described on Exhibit F, secured by or payable from a pledge of Revenues expressly made subordinate to the pledge of Revenues securing 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 Exhibit H hereto.

“System” means all plants, systems, facilities, equipment or property, including but not limited to the Project, owned, operated or maintained by the Borrower and used in connection with the collection, supply, treatment, storage or distribution of water or the collection or treatment of wastewater as the same may from time to time exist.

“Transfer Agreement” means the Transfer Agreement dated as of _____, 2019, between the Borrower and _____.

Section 1.2. Rules of Construction. 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

REPRESENTATIONS

Section 2.1. Representations by Borrower. 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, the Transfer 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 or refinance 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, the Transfer 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, the Transfer 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, the Support Agreement and the Transfer 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, the Support Agreement and the Transfer 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, 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.

(l) 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 or Prior Bonds set forth on Exhibit F.

(o) The Service Contracts are in full force and effect; no default or event of default has occurred and is continuing under the Service Contracts; 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 Service Contracts.

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

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

Section 3.1. Loan to Borrower and Purchase of the Local Bond. The Borrower agrees to borrow from the Authority 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 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.

Section 3.2. Conditions Precedent to Purchase of the Local Bond. The Authority shall not be required to make the loan to 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, the Support Agreement and the Transfer 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 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 Exhibit D, addressed to the Fund and 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) Evidence satisfactory to the Authority that the Service Contracts are in full force and effect and that they are binding and enforceable agreements as to each of the Borrower and the other parties to such agreements.

(q) 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 and the Transfer Agreement are valid and enforceable against the Borrower, subject to usual and customary qualifications.

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

Section 4.1. Application of Proceeds.

(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 laws of the Commonwealth of Virginia, including but not limited to, the Virginia Public Procurement Act, as amended, regarding the awarding and performance of public construction contracts related to the Project. 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 only in accordance with Section 6.1.

Section 4.2. Agreement to Accomplish Project. The Borrower agrees to cause the Project to be acquired, constructed, expanded, renovated or equipped as described in Exhibit B 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 Exhibit B.

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. Permits. 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 from the Fund, including, but not limited to, the federal "crosscutting" requirements identified in Schedule A of the Commitment Letter. Where noncompliance with such 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. Construction Contractors. 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. Engineering Services. 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. Borrower Required to Complete Project. 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 RATES

Section 5.1. Pledge of Revenues; Rate Covenant. 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 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 pledge of the Revenues securing the Existing Parity Bonds. The lien of this pledge shall, subject to the right 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 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 Operations and Maintenance Expense to cure any deficiency.

Section 5.2. Annual Budget. 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, Exhibit H 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. Qualified Independent Consultant's Report. (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.

(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 **PAYMENTS**

Section 6.1. Payment of Local Bond. (a) The Local Bond shall be dated the date of its delivery to the Authority. The Cost of Funds on the Local Bond shall be computed on the disbursed principal balance thereof from the date of each disbursement at the rate of two and fifty one-hundredths percent (2.50%) per annum, consisting of the following:

- (i) interest of one percent (1.00%) per annum payable for the benefit of the Fund, and
- (ii) one and fifty one-hundredths percent (1.50%) per annum payable as an Annual Administrative Fee.

(b) The Cost of Funds only on all amounts disbursed under the Local Bond shall be due and payable on _____ 1, 20___. Commencing _____ 1, 20__ and continuing semi-annually thereafter on _____ 1 and _____ 1 in each year, principal and 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 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. Payment of Additional Payments. In addition to the payments of principal of and 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. Prepayment of Local Bond. 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.

ARTICLE VIII
OPERATION AND USE OF SYSTEM

Section 8.1. Ownership and Operation of Project and System. 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 and shall not be operated or controlled by any other entity or person.

Section 8.2. Maintenance. 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. Additions and Modifications. 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. Use of System. 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. Inspection of System and Borrower's Books and Records. 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. Ownership of Land. The Borrower shall not construct, reconstruct or install any part of the System on lands other than those which the Borrower 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. Sale or Encumbrance. 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. Collection of Revenues. 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. No Free Service. 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. No Competing Service. 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. Mandatory Connection. 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. Insurance. 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 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. Requirements of Policies. 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. Notice of Damage, Destruction and Condemnation. 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.

Section 9.4. Damage and Destruction. 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 prepayment of the Local Bond pursuant to Article VII.

Section 9.5. Condemnation and Loss of Title. 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 prepayment of the Local Bond pursuant to Article VII.

ARTICLE X **SPECIAL COVENANTS**

Section 10.1. Maintenance of Existence. 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). 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. Certificate as to No Default. 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. Additional Indebtedness. 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. Parity Bonds. 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. 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 100% 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, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. 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 100% 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, including without limitation, indebtedness under leases which are treated as capital leases under generally accepted accounting principles. 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. Further Assurances. 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. Other Indebtedness. 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. Davis-Bacon Act. 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. American Iron and Steel. 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 10.11. Recordkeeping and Reporting. 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.

Section 10.12. Service Contracts. The Borrower shall give prompt notice to the Authority of any renewal, extension, amendment, default or termination of any of the Service Contracts. The Borrower shall enforce the terms of such agreements and use its best efforts to ensure that such agreements remain in full force and effect during the term of this Agreement.

Section 10.13. Waterworks Business Operations Plan and Rate Study. The Borrower shall provide evidence satisfactory to the Authority and the Department that the Borrower on or before March 31, 2020 has presented a final rate study to the Board of Directors of the Borrower and the County Administrator, which rate study shall project and recommend rates for a five-year period commencing with the Fiscal Year ending June 30, 2021 (the “Rate Study”) that satisfy the Rate Covenant. The Rate Study shall take into account any proposed debt and future projects of the Borrower. The Borrower shall also promptly provide a copy of the Rate Study to the Authority and the Department. Furthermore, the Borrower shall submit a Waterworks Business Operations Plan to the Department as required by Section 32.1-172 of the Code of Virginia of 1950, as amended, on or before March 31, 2020 for review.

ARTICLE XI

DEFAULTS AND REMEDIES

Section 11.1. Events of Default. 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, the Support Agreement 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 secured by or payable from 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. Notice of Default. 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. Remedies on Default. 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, 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, which the Borrower hereby agrees are assigned to the Authority upon the occurrence of an Event of Default.

Section 11.4. Delay and Waiver. 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. State Aid Intercept. 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. Successors and Assigns. 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. Amendments. 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. Limitation of Borrower's Liability. 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 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. Applicable Law. This Agreement shall be governed by the applicable laws of Virginia.

Section 12.5. Severability. 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. Notices. 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

_____, Virginia _____
Attention: Chairman

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. Right to Cure Default. 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.

Section 12.8. Headings. 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. Term of Agreement. 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. Commitment Letter. The Commitment Letter is an integral part of this Agreement and shall survive closing hereunder.

Section 12.11. Counterparts. 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: _____

Title: _____

**THE RUSSELL COUNTY PUBLIC SERVICE
AUTHORITY**

By: _____

Title: _____

EXHIBIT A

FORM OF LOCAL BOND

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY

(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)

WSL-020-18

[To Come from Borrower's Bond Counsel]

EXHIBIT B

PROJECT DESCRIPTION

**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18**

The Project includes financing the replacement of water lines in the Glade Hollow community and the extension of water service to the Glade Hill community, together with related expenses.

EXHIBIT C
PROJECT BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[To Be Provided]

EXHIBIT D

**OPINION OF BORROWER'S BOND COUNSEL
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18**

[To Come from Borrower's Bond Counsel]

EXHIBIT E
REQUISITION FOR DISBURSEMENT
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

[LETTERHEAD OF BORROWER]

[Date]

_____, 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-020-18

Dear Mr./Ms. _____:

This requisition, Number ____, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of _____ 1, 2019 (together, 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, and (b) 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 Agreement.

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)

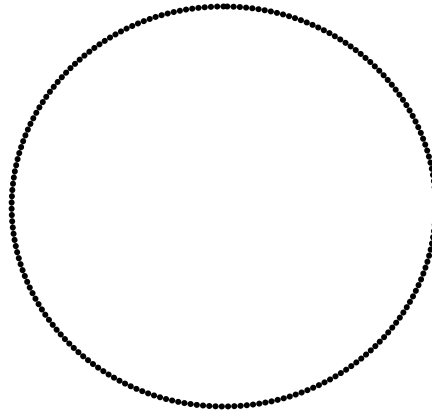
CERTIFICATE OF THE CONSULTING ENGINEER

FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

Loan No. WSL-020-18

This Certificate is submitted in connection with Requisition Number _____, dated _____, 20__, submitted by The Russell County Public Service Authority. Capitalized 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-020-18

CERTIFYING SIGNATURE: _____

TITLE: _____

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 AND EXISTING PARITY BONDS
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18**

[To Be Completed by Borrower's Bond Counsel]

Prior Bonds:

None

Existing Parity Bonds:

EXHIBIT G
FORM OF BUDGET
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
(Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project)
WSL-020-18

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

¹ 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: _____

EXHIBIT H

SUPPORT AGREEMENT

THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY (Glade Hollow Water Line Replacement/Glade Hill Water Service Extension Project) WSL-020-18

THIS SUPPORT AGREEMENT is made as of the first day of _____, 2019, by and among the **BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA** (the “Board”), acting as the governing body of Russell County, 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** (the “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.

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 operates the System in the County; and

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

WHEREAS, the Board adopted on _____, 2019, 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 _____, Attention: County Administrator, (ii) if to the Borrower, to _____, Attention: Chairman, 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: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this the 9th day of September, 2013, by and between the RUSSELL COUNTY BOARD OF SUPERVISORS, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Lessor") and the CLINCH RIVER LITTLE LEAGUE ASSOCIATION (hereinafter referred to as "Lessee").

Description of Leased Premises

Lessor hereby rents and leases to Lessee and Lessee hereby rents from Lessor, upon the conditions hereinafter, the following described real estate, more particularly bound and described as follows:

12.463 acres, more or less, situate in Castlewood, Russell County, Virginia, off Alternate Route 58 to St. Paul as identified on the attached plat.

Consideration

The Lessee covenants and agrees to pay to Lessor rent for the Leased Premises in the amount of ONE DOLLAR (\$1.00) per year and other good and valuable consideration. The first year's payment is due and payable on the date of signing of this Lease Agreement.

Term of Lease

The term of this Lease Agreement shall be for Ten (10) years, and shall automatically renew for an additional ten year term unless and until one of the parties shall give to the other party at least Sixty (60) days written notice of their intention to terminate this lease at the end of the term.

Lessor shall deliver to Lessee possession of the Leased Premises immediately upon execution of this agreement.

Use of the Leased Premises

The Lessee shall at all times keep the demised premises clean, sanitary and in proper repair and shall complete improvements as needed. Failure to perform these conditions shall be grounds for termination of this Lease Agreement by the Lessor.

The Lessee shall maintain public liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000), with Lessor named as an additional named insured party. Throughout the term of this Lease Agreement, Lessee shall maintain in the offices of the Russell County Administrator a current copy of the certificate of coverage for said liability insurance.

Indemnification of Lessor

To the extent permitted by law, Lessee shall indemnify and hold harmless the Lessor against any and all claims, debts, demands, obligations, loss, damage, injury and liability against the Lessor, however caused, resulting from, arising out of, or in any way connected with the rights granted under this Lease Agreement and any alleged act or omission of the Lessee or any person claiming under, by or through the Lessee, or by any negligence or alleged negligence on the part of any Lessee's agents or employees, as provided and limited by state law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all court costs and attorney's fees incurred by the Lessor in effecting such defense in addition to any sums which the Lessor may be called upon to pay by reason of entry of a judgment against the Lessor in the litigation in which such claim is asserted.

The Lessor reserves the right to use the facilities located on the demised premises for any public school use not in conflict with the activities of the Lessee.

Termination of Lease Agreement

The Lessor shall have the right to terminate this Lease Agreement at any time upon giving NINETY (90) DAYS written notice to the Lessee. At the expiration of such period, this Lease Agreement shall terminate and the Lessee shall then surrender the Leased Premises to the Lessor.

If any default is made in the performance of or compliance with any term or condition hereof, this Lease Agreement, at the option of the non-breaching party, shall terminate and be forfeited. The breaching party shall be given THIRTY (30) DAYS written notice of any default or breach, and termination and forfeiture of the Agreement shall not result if, within THIRTY (30) DAYS of receipt of such written notice, such party has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

Upon termination of this Agreement, Lessee shall surrender the Leased Premises in as good a condition as it was at the beginning of the term of the Lease Agreement, reasonable wear and use excepted. Upon termination of this Lease Agreement, Lessee shall have the right to remove any and all appurtenances installed by Lessee.

Notice

All notices or other communications required or permitted to be given pursuant to the provisions of this Lease Agreement shall be in writing and shall be deemed to have been given for all purposes three (3) days after having been sent by United States mail to the addresses stated below:

Russell County Board of Supervisors
P.O. Box 1208
Lebanon, Virginia 24266
Attn: County Administrator

Clinch River Little League
P.O. Box 1126
Castlewood, Virginia 24224
Attn: League President

Governing Law

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

Miscellaneous

The parties have incorporated their entire understanding in this Lease Agreement. No oral statement or prior written matter outside of this Lease Agreement shall have any force or effect. All prior agreements between the parties are hereby revoked.

This Lease Agreement may be amended only in writing.

IN WITNESS WHEREOF, the RUSSELL COUNTY BOARD OF SUPERVISORS has authorized its entry into this Lease Agreement by Jon Bowerbank, its Chairman; and the CLINCH RIVER LITTLE LEAGUE ASSOCIATION has authorized its entry into this Lease Agreement by Bob Salyers, its President.

RUSSELL COUNTY BOARD OF SUPERVISORS

By: 
Jon Bowerbank, Chairman

COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL, TO-WIT:

On this the 23rd day of October, 2013, JON BOWERBANK, CHAIRMAN of the RUSSELL COUNTY BOARD OF SUPERVISORS, whose name is signed to the foregoing Lease Agreement, personally appeared before me and acknowledged the same in his capacity as Chairman and Agent of the Russell County Board of Supervisors.


Notary Public

My commission expires: 10/31/2017.
My Notary Registration Number: 364368.



CLINCH RIVER LITTLE LEAGUE

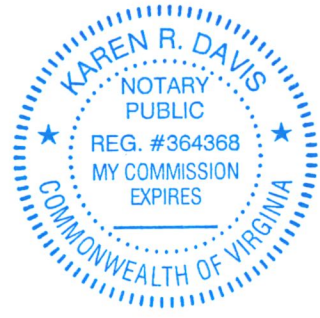
By: Bob Salyers
Bob Salyers, President

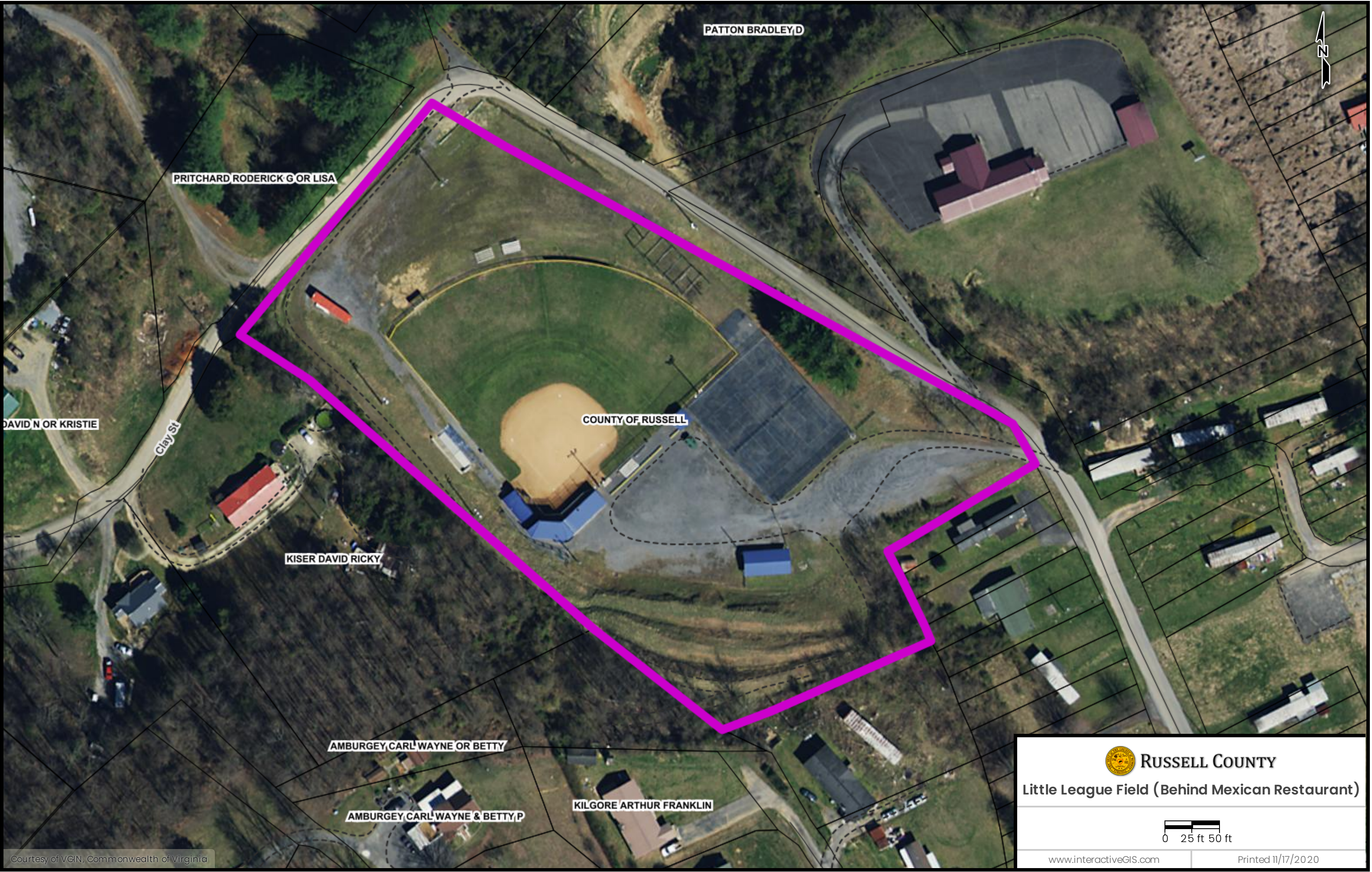
COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL, TO-WIT:

On this the 23rd day of October, 2018, BOB SALYERS, PRESIDENT of the CLINCH RIVER LITTLE LEAGUE, whose name is signed to the foregoing Lease Agreement, personally appeared before me and acknowledged the same in his capacity as PRESIDENT of the CLINCH RIVER LITTLE LEAGUE.

Karen Davis
Notary Public

My commission expires: 10/31/2017.
My Notary Registration Number: 364368.





PATTON BRADLEY D

PRITCHARD RODERICK G OR LISA

DAVID N OR KRISTIE

Clay St

COUNTY OF RUSSELL

KISER DAVID RICKY

AMBURGEY CARL WAYNE OR BETTY

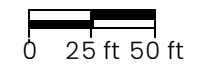
AMBURGEY CARL WAYNE & BETTY P

KILGORE ARTHUR FRANKLIN



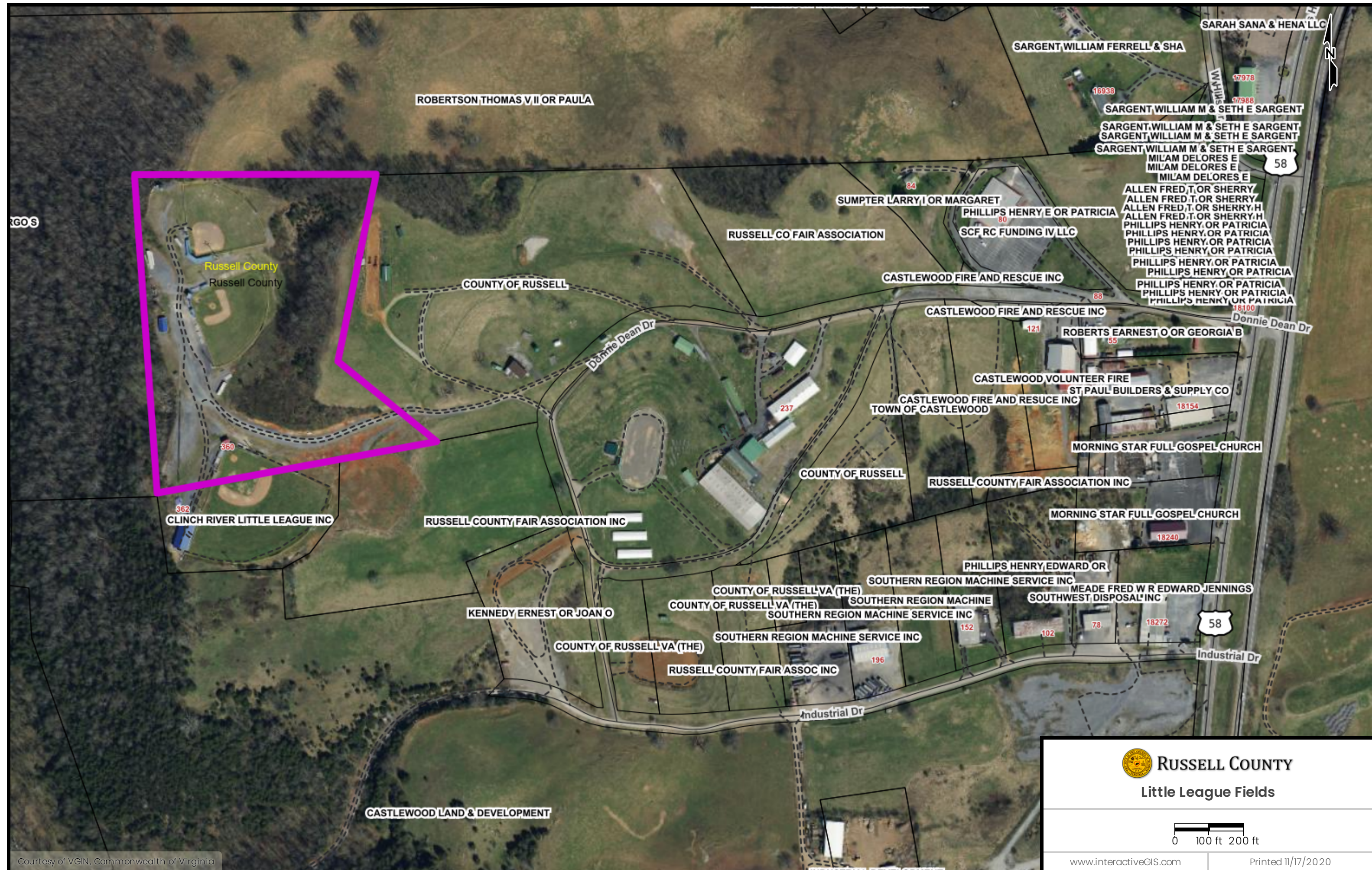
RUSSELL COUNTY

Little League Field (Behind Mexican Restaurant)



www.interactiveGIS.com

Printed 11/17/2020



WAGOS

Russell County
Russell County

CLINCH RIVER LITTLE LEAGUE INC

ROBERTSON THOMAS V, II OR PAULA

SARGENT WILLIAM FERRELL & SHA

SARAH SANA & HENA LLC

SARGENT WILLIAM M & SETH E SARGENT

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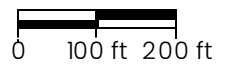
PHILLIPS HENRY, OR PATRICIA

PHILLIPS HENRY, OR PATRICIA

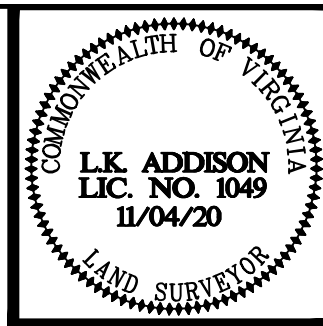


RUSSELL COUNTY

Little League Fields



LINE	BEARING	LENGTH
L1	S24°34'04" W	6.62
L2	N67°20'42" W	54.91
L3	N10°57'42" W	55.56
L4	N29°44'45" E	39.60
L5	N55°39'51" E	63.15
L6	N55°14'40" E	69.08
L7	S68°09'23" E	34.47
L8	N47°13'16" E	53.03
L9	S 24°18'6" W	28.53
L10	N 36°53'27" W	74.45
L11	N 48°54'28" E	25.07
L12	S 36°53'27" E	62.54
L13	N 10°51'50" W	29.99
L14	S 67°20'42" E	96.57
L15	N 76°20'01" E	30.93



REVIEWED AND APPROVED BY THE
RUSSELL COUNTY PLANNING COMMISSION

DATE _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE SIGNATORY OWNER(S), HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF DIVISION OR SUBDIVISION WITH OUR FREE CONSENT, ESTABLISHING THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATING ALL STREETS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER _____ DATE OF EXECUTION _____

OWNER _____ DATE OF EXECUTION _____

NOTARY STATEMENT

STATE OF _____
COUNTY OF _____ TO WIT:

I, _____ A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT

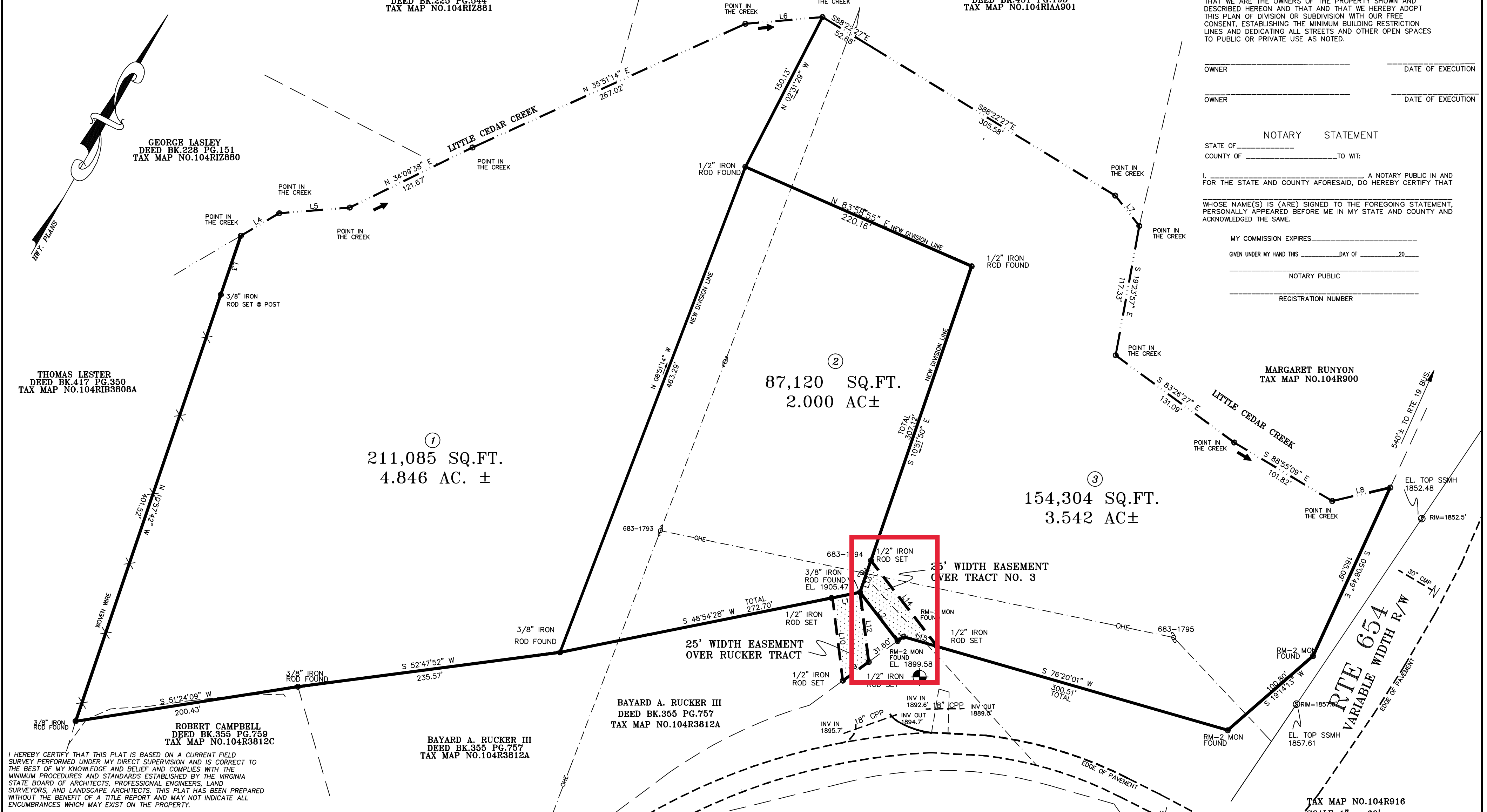
WHOSE NAME(S) IS (ARE) SIGNED TO THE FOREGOING STATEMENT, PERSONALLY APPEARED BEFORE ME IN MY STATE AND COUNTY AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES _____

GIVEN UNDER MY HAND THIS _____ DAY OF _____ 20____

NOTARY PUBLIC

REGISTRATION NUMBER _____



I HEREBY CERTIFY THAT THIS PLAT IS BASED ON A CURRENT FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND LANDSCAPE ARCHITECTS. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT INDICATE ALL ENCUMBRANCES WHICH MAY EXIST ON THE PROPERTY.

I CERTIFY THAT THIS PLAT IS AN ACTUAL ON THE GROUND SURVEY AND THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN SHOWN HEREON.

THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS, CONVEYANCES, RESTRICTIONS, AND VISIBLE OR RECORDED EASEMENTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

NO CEMETERY FOUND.
CALLS IN PARENTHESIS DENOTE PLAT OR DEED OF RECORD.

PLAT SHOWING A DIVISION OF THE PROPERTY OF KEY WESTERN LLC
BEING ALL OF THAT CERTAIN LOT OR TRACT OF LAND LYING IN THE LEBANON MAGISTERIAL DISTRICT OF RUSSELL COUNTY, VA. AND MORE PARTICULARLY DESCRIBED IN DEED BOOK 809 PAGE 681.
PROPERTY ADDRESS: (VACANT) OVERLOOK DR., LEBANON, VA.

ADDISON SURVEYORS
LAND SURVEYING LAND PLANNING
CONSTRUCTION SURVEYING
432 EAST MAIN ST. AMINGDON, VA 24210
(760) 676-3001 (760) 676-3190 FAX
E-MAIL: robert@addisonsurveyors.com (R13)

NO.	DATE	REVISION	DRAWN BY:	DATE:	DRAWING NO.:
1	11/04/20	2 AC. TRACT AND EASEMENTS	RSH	12/04/17	8745
			CHECKED BY: LKA	DATE: 12/04/17	JOB NO.: LEO_DIV.DWG
			SHEET: 1 OF 1	BOOK NO.: 1017005	FILE NO.: 16L007



Board of Supervisors
137 Highland Drive
Lebanon, VA 24266

Action Item B-1 – B-13
Presenter: Administrator

Meeting: 12/9/20 6:00 PM

County Administrator Reports & Requests

The County Administrator Reports & Request for December 2020:

REPORTS

- 1. **Russell County CARES Fund Financial Summary.....B-1**
- 2. **RC Abstract of Votes.....B-2**
- 3. **VDOT Secondary System Construction Six-Year Plan.....B-3**
- 4. **Honaker & Castlewood Canneries.....B-4**
- 5. **RC Planning Commission’s Comprehensive Plan.....B-5**

REQUESTS

- 6. **Russell County “CARES” Business Grants.....B-6**
- 7. **VDOT – Discontinuance of Rte. 671 and Rte. 678.....B-7**
- 8. **CARES Act Funding to Fast Track Broadband Projects Grant.....B-8**
- 9. **Litter Prevention & Recycling Grant.....B-9**
- 10. **RC Emergency Operations Center Generator Grant.....B-10**
- 11. **CPRHA Payment in Lieu of Taxes for Pittston Place & HUD Development.....B-11**
- 12. **RC BOS Annual Employee Turkey.....B-12**
- 13. **2020 Holiday Leave Schedule.....B-13**

STAFF RECOMMENDATION(s):

Board Discretion.

SUGGESTED MOTION(s):

Board Discretion.

**RUSSELL COUNTY
"CARES" FUND ACCOUNT
MARCH 1, 2020 - DECEMBER 31, 2020
Compiled: November 2, 2020**

RUSSELL COUNTY "CARES" RELIEF FUND TOTAL:

\$4,639,052

Town's CARES Fund (Transferred to Towns)

Town of Lebanon
Town of Honaker
Town of Cleveland
Town of Saint Paul

\$533,027
\$241,694
\$34,329
\$30,154

Town's CARES Fund Totals

\$839,204

County Operational Expenses

Medical and Protective Supplies (masks, hand sanitizer stations & refills, and gloves, etc.)
Payroll for Public Personnel (Public personnel dedicated to Covid-19 responses - EMS, Sheriff's Office, 911 Staff, County Staff, Disposal Staff, Janitorial Staff, etc.)
Voter Registrar's Office (processing absentee ballots)
Health & Human Services
COVID-related Expenditures

\$214,652
\$1,655,321
\$0
\$0
\$7,500

Operational Expenses Totals

\$1,877,473

Public Facility Safety Modifications

Cleaning Supplies & Services (Hiring part-time staff; sanitizing meeting rooms, courts, and government facilities)
New Medical/Emergency Response Equipment
Decontamination Equipment
Safety Modifications to Public Buildings (Touchless Entry Systems, Plexiglass Screening, Air Filters, etc.)

\$252,026
\$107,250
\$165,000
\$33,655

Public Facility Safety Modifications Totals

\$557,931

Business Support & Recovery

Small Business Grant Program
PPE Kits for Businesses
Creation of Safe Public Spaces

\$260,000
\$0
\$227,000

Business Support & Recovery Totals

\$487,000

Community Assistance Programs	
Nonprofit Support & Community Partnerships (Food Pantries)	\$160,000
Housing/ Homelessness	\$0
Volunteer Fire and Rescue Squads (5 Rescue Squads & 8 Fire Squads)	\$415,000
Community Assistance Programs Totals	\$575,000
School System Response & Adaptation	\$125,000
Technology & Telework	
Telework Equipment (remote meeting equipment, laptops, etc.)	\$52,896
Upgrade Financial Software (online bill paying)	\$22,000
WIFI Upgrade	\$0
Techology & Telwork Totals	\$74,896
Other Covid-19 Related Expenses	
Local match on COVID expenditures	\$0
Regional Jail Expenses	\$0
Legal Expenses	\$14,250
Secure a Line of Credit	\$0
Other Covid-19 Related Expenses Totals	\$14,250
Broadband Projects	
Extend Hot Spots	\$16,875
Broadband Projects Totals	\$16,875
CARES Funds as Grant Match	
Plan to use CARES Funds to Leverage other Grant Programs	\$0
CARES Funds as Grant Match Totals	\$0
CARES Fund Account	
Total CARES Expenditures To-Date (11/2/2020)	\$4,567,629
CARES Fund Balance: (11/2/2020)	\$71,423

ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for;

President and Vice President

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Donald J. Trump - Republican	10879
Joseph R. Biden - Democratic	2373
Jo Jorgensen - Libertarian	116
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	18
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the President and Vice President.

Given under our hands this 6th day of November, 2020

Julie J. Conde, Chairman

Robert W. Satter, Vice Chairman

Harvey J. Mord, Secretary

Harvey J. Mord, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for,

Member United States Senate

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Daniel M. Gade - Republican	9962
Mark R. Warner - Democratic	3288
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	13
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member United States Senate.

Given under our hands this 6th day of November, 2020

Audie E. Come, Chairman
Robert W. Scott, Vice Chairman
Farry J. Mounk, Secretary
Farry J. Mounk, Secretary



ABSTRACT of VOTES

Cast in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for,

Member House of Representatives

District: 09

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

H. Morgan Griffith - Republican	11129
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	409
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member House of Representatives.

Given under our hands this 6th day of November, 2020



Andie E. Combs, Chairman
David W. Scott, Vice Chairman
Ferry J. Monk, Secretary
Ferry J. Monk, Secretary

ABSTRACT of VOTES

Cast in the Town of CLEVELAND in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for,

Mayor

District: CLEVELAND

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Jennifer Carter Chumbley	47
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Mayor .

Jennifer Carter Chumbley

Given under our hands this 6th day of November, 2020

Janice E. Camelo, Chairman
Walter W. Scott, Vice Chairman
Larry J. Moul, Secretary
Larry J. Moul, Secretary



ABSTRACT of VOTES

Cast in the Town of CLEVELAND in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for,

Member Town Council

District: CLEVELAND

NAMES OF CANDIDATES ON THE BALLOT



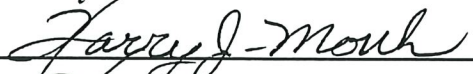
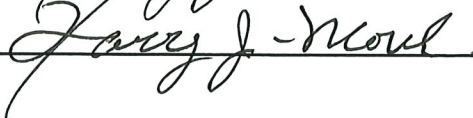
TOTAL VOTES RECEIVED
(IN FIGURES)

Linda I. Couch	45
Jeremiah W. "Tiny" Neal	41
W.D. "Jake" Chumbley, III	40
Flora Couch "Judy" Farmer	38
Marcus A. Combs	36
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	2
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member Town Council .

1. Linda I. Couch
2. Jeremiah W. "Tiny" Neal
3. W.D. "Jake" Chumbley, III
4. Flora Couch "Judy" Farmer
5. Marcus A. Combs

Given under our hands this 6th day of November, 2020


 _____, Chairman

 _____, Vice Chairman

 _____, Secretary

 _____, Secretary



ABSTRACT of VOTES

Cast in the Town of HONAKER in RUSSELL COUNTY, VIRGINIA
at the 2020 November General Election held on November 03, 2020 for,

Member Town Council

District: HONAKER

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Timothy Ryan Hart	342
Connie M. Harris	320
Richard D. Vandyke	276
Total Write-In votes [From Write-Ins Certifications] [Valid Write-Ins + Invalid Write_ins = Total Write In Votes]	18
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 November 03, 2020, do hereby certify that the above is a true and correct Abstract of Votes at the said election and do, therefore, determine and declare that the following person(s) has received the greatest number of votes cast for the Member Town Council .

1. Timothy Ryan Hart
2. Connie M. Harris
3. Richard D. Vandyke

Given under our hands this 6th day of November, 2020

Andie C. Come , Chairman
Wesley U. Scott , Vice Chairman
Farry J. Mow , Secretary
Farry J. Mow , Secretary



VDOT 6 YEAR PLAN UPDATE

NOVEMBER 30, 2020

FY 20 / 21 & FY 21 / 22 Six Year Plans

Due to the impacts of the Corona Virus pandemic, the 6 Year Plan process did not occur as it normally does this past spring for the FY 20 / 21 plan. However, we are now in position to move forward with the process. VDOT's goal is hold a public hearing for the plan in January 2021 for the FY 20 / 21 plan. At this time, we anticipate the FY 21 / 22 plan to move forward as it normally would in the April – June 2021 time frame.

FY 20 / 21 Plan

Russell County's allocation for the FY 20 / 21 plan was \$177,658 allocated in FY 25/26. Based on the funds in the allocation and desired turn-around time for the public hearing, the funds were added to the last project currently on the plan, which is Lower Copper Creek, Route 678 (UPC 115384)

Thomas Warner Bridge / Route 679 (UPC 110904) Projects will be fully funded July 1, 2021 and scheduled for construction in 2021. Tumblez Hollow / Route 679 (UPC 113035) is partially funded in 2021.

FY 21 / 22 Plan

At this time we do not know what the allocation to the County's six year plan for FY 21 / 22 will be. However, we do anticipate a return to the normal historical process this spring for the FY 21 / 22 plan with a public hearing in May. Additional funds have previously been allocated to Tumblez Hollow for FY 21 / 22, but based on the current estimate, the project would not be fully funded until FY 22 / 23.

The Board may want to consider dividing Tumblez Hollow into two phases. We will be revisiting the cost estimates for the projects currently on the plan and adjusting as appropriate over the next few months. As part of this effort we will look at the feasibility of dividing Tumblez into two logical phases.

Also through the next few months we will be reviewing the existing gravel roads in the County and propose potential roads to be added as part of the FY 21 / 22 plan (funds would most likely not be available until the last year of the plan). A workshop with County staff and the Board of Supervisors could also be scheduled to review potential additions and select routes should be the Board desire to do so.

District: Bristol
 County: Russell County

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

Board Approval Date:

2020-21 through 2024-25

Route	Road Name	Estimated Cost	Previous Funding	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS						Balance to complete
					2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	
PPMS ID	Project #										
Accomplishment	Description										
Type of Funds	FROM		SSYP Funding								
Type of Project	TO		Other Funding								
Priority #	Length	Ad Date	Total								
Rt.9999		PE	\$0								
-11498	9999961463	RW	\$0	\$837,834	\$0	\$0	\$0	\$0	\$0	\$0	
NOT APPLICABLE	District Closeout Balance Entry - Bristol	CON	\$0	\$592,935	\$0	\$0	\$0	\$0	\$0	\$0	
		Total	\$0	\$1,430,769	(\$1,430,769)	\$0	\$0	\$0	\$0	\$0	(\$1,430,769)
9999.99	0.0										
Rt.0834	Jackie Dye Road	PE	\$0								
109168	0834083967	RW	\$0	\$260,840	\$0	\$0	\$0	\$0	\$0	\$0	
STATE FORCES/HIRED EQUIPMENT S	RTE. 834 - Blade, Ditch and Surface-treat	CON	\$320,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Rte. 632	Total	\$190,000	\$245,446	\$74,554	\$74,554	\$0	\$0	\$0	\$0	\$0
State forces/Hired equip CN Only 9999.99	End State Maint.										
	0.7	8/1/2023									
Rt.0779	Davis Hankins Lane	PE	\$0								
109170	0779083968	RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
STATE FORCES/HIRED EQUIPMENT S	RTE. 779 - Blade, Ditch and Surface-treat	CON	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Rte. 603	Total	\$160,000	\$45,958	\$89,042	\$89,042	\$0	\$0	\$0	\$0	\$0
State forces/Hired equip CN Only 9999.99	End State Maint.										
	0.3	8/1/2023									
Rt.0679	Thomas Warner Bridge Rd	PE	\$0								
110904	0679083P72	RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
STATE FORCES/HIRED EQUIPMENT	Rte. 679 (Thomas Warner Bridge Rd) Rural Rustic.	CON	\$585,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	1.50 Miles West Rte. 613	Total	\$585,000	\$0	\$575,000	\$263,240	\$321,760	\$0	\$0	\$0	\$0
State forces/Hired equip CN Only 9999.99	Rte. 613										
	1.5	8/25/2023									

Rt.0679	Tumbez Hollow Rd.	PE	\$0										
113035	0679083976	RW	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte. 679 (Tumbez Hollow Rd) Rural Rustic	CON	\$595,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	613	Total	\$595,000	\$0	\$595,000	\$0	\$115,415	\$413,879	\$65,706	\$0	\$0	\$0	\$0
State forces/Hired equip CN Only 9999.99	824 0.9												
Rt.0606	Blanch Davis	PE	\$0										
115383	0606083979	RW	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte. 606 - Blade, Ditch and pave	CON	\$500,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte. 609	Total	\$595,000	\$0	\$595,000	\$0	\$0	\$0	\$322,767	\$272,233	\$0	\$0	\$0
State forces/Hired equip CN Only 9999.99	1.3 Mi. S. Rte. 609 1.3												
Rt.0678	Lower Copper Creek	PE	\$0										
115384	0678083980	RW	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE FORCES/HIRED EQUIPMENT	Rte. 678 - Blade, Ditch and pave	CON	\$300,000	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Rte. 606	Total	\$582,658	\$0	\$582,658	\$0	\$0	\$0	\$0	\$116,240	\$466,418	\$0	\$0
State forces/Hired equip CN Only 9999.99	1 Mi. E. Rte. 606 1.0												
TBD	TBD	PE											
Next Priority - TBD	Next Priority - TBD	RW		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		CON		\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CHAPTER VIII

GOALS AND OBJECTIVES

A. Goals

In the previous chapter the Russell County Planning Commission inventoried and familiarized themselves with the economic, physical, and social elements of Russell County. In so doing, the Commission became familiar with the locational features in the County which contribute to its potential for growth and development. The Commission was also enabled to identify the barriers to growth, natural and manmade, which hinder the county from being able to achieve all that it desires for its citizens.

The Commission discovered that others in the past have engaged in a process of “visioning” in order to provide citizen advice to county leaders. The conclusions from those efforts are included in this plan as advice and guidance for future use by the county.

Russell County Development Group

In 2007 a group called the Russell County Development Group, LLC was formed and tasked to prepare an Action Plan primarily to prepare Russell County for the economic, physical, and social impacts from two High-Technology firms (CGI & Northrup Grumman) locating in the Town of Lebanon.

The Group prepared a document called the Regional Preparedness Action Plan. The plan covers twenty-two (22) subject matters which are prioritized into 5 groupings.

Tier 1 Priority-Taking Immediate Actionable Steps-Subjects related directly to the implementation of the overall Plan and subjects that have the necessary resources most readily available in order to implement individually:

- Subject No.1: Process (for implementing the Plan)
- Subject No.2: Geographic and Political Boundaries (mapping & data)
- Subject No. 3: Census Statistics (data)
- Subject No. 5: Economic Impact Analysis (to assist the planning process)

Tier 2 Priority-Accommodating Urgent Growth Needs-Subjects related to urgent physical shortages but need additional resources and/or longer-term planning and approvals.

- Subject No. 4: Citizen Participation (preparing for growth and change)
- Subject No. 8: Land Use (effectively accommodating growth patterns)
- Subject No. 12: Market Rate Housing (one new job=one new household)
- Subject No. 13: Child Care (providing choices)
- Subject No. 20: Wellness, Fitness, & Recreation (amenities for well-being)

Tier 3 Priority-Facilitating Growth-Subjects related to on-going initiatives and improvements to continue meeting growth needs and sustainability.

- Subject No. 6: Information & Communications Technology (continuing the momentum)
- Subject No. 10: Main Street Initiatives (New Ruralism)
- Subject No 14: Hotels & Lodging (space for travelers)
- Subject No. 15: Health Care (increasing & improving levels of service and accessibility)

Tier 4 Priority-Continuing to Meet Needs -Subjects related to more in-depth strategies and heavily dependent upon prior Tier Groups.

- Subject No. 17: Infrastructure (heavily reliant upon comprehensive planning)
- Subject No. 18: Education (heavily reliant upon housing, planning, statistics)
- Subject No. 19: Food & Beverage Establishments (heavily reliant upon Economic

Impact Analysis)

Tier 5 Priority-Transitioning to the 2027 Plan -Subjects related to long-term planning as the economic, social, and physical environments change.

Subject No. 7: Finance & Enticements (identifying the funding sources)

Subject No. 9: Social Issues (old kids + new kids = us kids)

Subject No. 11: Transportation Issues (thoughtful planning)

Subject No. 16: Entertainment & Leisure (things to do, places to see)

Subject No. 21: New Business Development (recruitment & Economic Gardening)

Subject No. 22: Branding (telling the story)

Russell County Library Board Five Year Plan 2017 to 2022

The Russell County Library Board has a vision of the Library being the heart of our community, a hub for information, education, and resources serving all citizens of Russell County.

The Russell County Public Library cultivates a community of lifelong learners through reading, digital connectivity, access to information resources, and programming. To achieve this mission of the Library, the following goals are set forth:

1. Drive Early Childhood Literacy in our communities
2. Offer computer technology & opportunities for digital learning
3. Provide enrichment activities for youth to prevent educational losses during the summer
4. Deliver opportunities to learn skills and gain knowledge at any age
5. Develop and implement a technology strategic plan for the maintenance, replacement, and improvement of the library's technology.
6. Seek additional funding sources through grants

7. Create and deploy a marketing plan to increase awareness of library programs and services

8. Create a more comfortable and creative physical environment in the main library

9. Design and implement an annual assessment plan to determine how best to serve the Russell County citizenry

****For more in depth information, refer to the complete Russell County Public Library's Five Year Plan****

~~The Russell County Library has sponsored a visioning process for several years to obtain information to be included in the Library Boards Strategic Plan for current and future programs. The following Goals and Objectives are from that Plan:~~

Community Vision 2008

1. ~~Seniors will have stimulating activities.~~
2. ~~Seniors will have appropriate housing, transportation, recreation, and health care.~~
3. ~~Low income families will have access to diverse activities at low/no cost.~~
4. ~~Low motivated students have alternatives to ensure they complete school. (All students are motivated to learn.)~~
5. ~~Preschool children will have diverse and stimulating activities.~~
6. ~~Children will have adequate care available preschool/after school/summer [childcare!]~~

7. ~~Children and teens will have opportunities for and access to the arts, culture, and our heritage.~~
8. ~~Children will be exposed to literature through programs like the Imagination Library.~~
9. ~~All adults will have a variety of job opportunities (support for manufacturing, agriculture and mining.)~~
10. ~~All adults will have access to higher education.~~
11. ~~All citizens will have fitness and recreation opportunities.~~
12. ~~All citizens will appreciate our natural beauty by recycling, litter control, clean air and water.~~
13. ~~All citizens will have multicultural activities to expand diversity.~~
14. ~~All citizens will have outlets like restaurants/theaters/bowling alley for activity and socialization.~~
15. ~~All will have access to technology infrastructure.~~

The Russell County Planning Commission

The Planning Commission developed the following goals and objectives, as a guide for the specific actions and strategies for the development of Russell County that will be discussed in the next chapter of this Comprehensive Development Plan.

16. Provide a suitable living environment for the current and future residents of Russell County.
17. Encourage the wise use of the natural resources located in the County.
18. Encourage the wise use of agricultural lands for their local economic impact, attractive landscape, and place in the county's heritage.

19. Encourage the development of decent, safe, and sanitary housing that will meet current and future demand.
20. Encourage the availability of housing to meet Russell County incomes, demographic attributes and ages.
21. Provide for orderly development consistent with good land-use practices.
22. Encourage the general quality of life consistent with a diverse economic base with opportunities for all residents.
23. Promote development that will recognize the beauty of the County's natural areas and sustain a balance between man-made and natural ecology.

B. Objectives

The objectives of the Russell County Comprehensive Development Plan are presented by subject category. Objectives are designed to be attainable. Their attainment will relate to the fulfillment of a stated general goal. The objectives listed below are not necessarily presented in the order of their importance.

Agricultural and Natural Resource Objectives

Agriculture and coal have historically been the dominant factors determining settlement patterns of the county. These resources still play an important role in the economic and social activity in the county. Their impact is of lesser importance now than in the past. However, the importance of Russell County's natural resources, agriculture, coal, timber, gas, water, wildlife, limestone, and landscape cannot be overstated.

It is necessary to understand that the development of Natural Resources have been important to the history of Russell County and they will be just as important to the county's future.

The Objectives for Agriculture and Natural Resources are:

- Protect productive agricultural land from encroachment by residential, commercial, industrial, and recreational developments.
- Encourage the development of residential, commercial, and industrial uses on marginal agricultural lands.
- Encourage the use of best management practices that curtail soil erosion and protect surface and ground water supplies.
- Encourage the establishment of programs that identify and preserve valuable lands from alternative uses.
- Encourage the development of enterprises that add value to existing ag production and promote diversification into additional agriculture businesses.

Commercial Objectives

The best description of commercial activity in Russell County would be that the market responded to the demand. Company stores with an inventory of general merchandise were located adjacent to company mines. General stores were also located within farming communities. That trend has changed somewhat. The community of Dante and the towns of Cleveland and Honaker all experienced a decrease in commercial activity due to the loss of employment in company mines and the growth of commercial activity in Lebanon and adjoining areas.

The commercial activity in the county with the exception of Lebanon appears to be gravitating towards major highway intersections and along major thoroughfares. Russell County's objectives for commercial development are:

- To encourage the development of commercial enterprises in the Towns and other places that provide municipal water and sewer.
- To encourage the development of commercial enterprises consistent with the counties natural and man-made features.
- To encourage the development of commercial centers to meet the needs of existing and future populations of the county and adjoining areas.
- To encourage the development of commercial enterprises in or adjacent to the areas which they primarily serve.
- To work with the Towns of Lebanon, Honaker, and Cleveland encouraging them to maximize their commercial potential.
- To encourage commercial developments with limited access to adjacent through fares.
- To consider the feasibility and implementation of a county business license.

Industrial Objectives

Manufacturing has been the single dominant source of employment in Russell County for the past thirty years. When you combine mining, construction, and public utilities with manufacturing to create the industrial category, the impact is approximately 50 percent of the jobs in the County. In order to maintain the broad employment base in the County, the Comprehensive Development Plan emphasizes continued development of the industrial sector. Russell County's objectives for industrial development are:

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- To continue to diversify the industrial base of employment.
- To identify lands for industrial development that will have a minimal adverse impact on residential, agricultural, and natural resource development.
- To protect existing and future industrial lands from non-industrial related activities.
- To encourage the establishment of Industrial Parks with suitable infrastructure and adequate services.
 - To encourage maintenance of Industrial Parks and sites that are attractive, safe, and accessible.
- To encourage working with neighboring jurisdictions to jointly develop industrial parks and share in the tax receipts from industrial clients.

Residential Objectives

In most counties residential development is the single most intensive use of developed land in rural areas. As family size decreases and the county becomes more prosperous, the demand for land for residential use will surpass the demand for any other use. The demand is relentless and predictable. The Russell County objectives for residential development are:

- To encourage the construction of energy efficient housing.
- To encourage the construction of housing for the elderly.
- To encourage the construction of housing for middle income residents.
- To continue to address the need for housing with indoor plumbing.
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- To encourage residential development in or near the Towns of Lebanon, Honaker, Cleveland and St. Paul.
- To encourage residential development where water, sewer, roads are available.
- To encourage multifamily developments where water, sewer, streets are available.
- To encourage developers to employ best management practices during and after construction.
- **To encourage the development of affordable rental housing.**
- To encourage the recycling of mobile homes when being replaced by manufactured homes.
To encourage the permanent placement of manufactured homes.

To encourage the development of mobile home parks that are serviced by public facilities and that are maintained in a decent, safe, and sanitary manner.

Community Facilities and Services Objectives

Both public and private sectors provide services to county residents that will be discussed in this section of the plan. Specifically, the subjects will include public water supply and distribution, sewage systems, health facilities and services, social services, mental health facilities and services, recreation facilities and services, fire, lifesaving, and police services, transportation facility and services, telecommunication facilities and services and library facilities and services. The relationships between these services are strong and definite even though they are discussed

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- separately in this document. The intent is to efficiently and economically plan these activities to maximize benefits for present and future residents at the safest and most convenient locations.

Russell County's objectives for community facilities and services are:

- To encourage the provision of essential services and facilities (water, sewer, fire, lifesaving, etc.) in the approval of commercial, residential, and recreational developments.
 - To require the provision of vital services such as water, sewer, telecommunication and other utilities be incorporated into plans for industrial developments.
 - To encourage the location of public facilities that serve large populations, such as hospitals, schools, libraries, health clinics, solid waste convenience stations, near the intersection of major highways.
 - To encourage the location of compatible community services such as libraries, fire and lifesaving, and other governmental services into a cluster.
- To acquire sites for planned facilities in advance of need.

By subject area the Plan sets the following objectives:

Education Facilities and Services Objectives

- Long term educational facility planning should include members of the Town Councils as well as representatives from adjoining counties.
- Planning for the short-term should include representatives from Russell County business and industry.
- The school system should continue to support a comprehensive program to reduce the number of people in the workforce without a high school diploma.
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- To encourage vocational education, to meet current and future workforce demands and encourage counselors to assist in stressing these career options.

Fire, Life Saving and Police Protection Objectives

- Fire, lifesaving, and police protection is an essential public service that needs to be emphasized especially in the areas of the county with more dense populations.
- These essential public services must be recognized with the financial support and leadership they require.

Solid Waste Collection and Disposal Objectives

- The county should continue its policy of seeking the most economical and reliable means of providing this service to its citizens.
- The county should expand its litter control programs to include abandoned cars and mobile homes.

Resource recovery and other alternative uses of solid waste should be studied and programs

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implemented where determined to be economically and socially feasible.

Public Water and Sewer Objectives

- The county should continue to pursue the consolidation of these services into a single entity so that everyone in the county pays the same rate for the service received.
- The county should continue to work with adjoining jurisdictions to obtain potable water at the most feasible price for its citizens.
- The county should continue to implement the most economical alternatives for the provision of water and sewer services as recommended in the 604 (b) study.
- The county should restudy the recommendations for the provision of sewer services in the 604 (b) study and the Southwestern Virginia Regional Sewer study to determine if alternative methods of sewage collection and treatment are more economically feasible.

Transportation Objectives

Transportation planning is vital to any community and should be an integral part of countrywide comprehensive planning. The transportation system should seek to safely and efficiently move people and goods within and through the county. The county also needs to address the need to provide safe and convenient access to specific neighborhoods and sites as well as to collector streets and arterial roadways. The Russell County objectives for transportation are:

- To encourage the approval of plans that minimize through traffic in residential areas.
- To encourage the provision of limited access roads to serve residential areas, parks, industrial, and commercial centers.
- To preserve productive agricultural areas within the County by requiring new highways to be routed along existing rights-of-way.

- To anticipate where obvious the need to widen highways and require the building line (set back) be established accordingly.

To require that subdivisions be designed in consideration of existing and future street alignments.

Historic Preservation Objectives

The preservation of historic sites and structures is an important and, in some cases vital to a county's development. Sites and structures of historic importance are ignored and lost as a county develops. This plan deems the preservation of historic and archaeological sites to be important and recommends the following objectives:

- To encourage the preservation of all sites of historic and/or archaeological significance.
- To encourage and promote a continuation of the identification and cataloging of known historic and archaeological sites for preservation and restoration consistent with the Virginia Department of Historic Resources guidelines.
- To encourage and promote the active use of historically important sites.

CHAPTER IX

CONCLUSIONS AND RECOMMENDATIONS

A. Introduction

This chapter should be recognized as the Comprehensive Development Plan (Plan) for Russell County. The recommendations contained herein have been developed from the review of previous studies conducted in the County and from information developed while preparing this document.

The intent of the Plan is that it be used as a guide by builders, developers, and decision-makers in the County and State regarding the future development of Russell County. It is a blend of market trends, land suitability, and the ability of the County to provide basic community services. This Plan should guide development decisions that promote and enhance orderly growth and the efficient delivery of services.

B. Findings

Russell County has been recovering the past 25 years from the demise of employment in the coal industry and agriculture. The economic base is being rebuilt through a continuing emphasis on infrastructure (water, sewer, roads, natural gas, fiber optics), regional partnerships, and the expansion of jobs in the services sector of employment.

The completion of the four-laning of U. S. 19 and U. S. Alt. 58 has had a tremendous impact on the County's economy. The completion of the four-laning of U. S. 460 through Buchanan County and the connections of U. S. 19 to the east with I-77, to the south with I-81, and U. S. Alt. 58 to the

north with I-26 (via U. S. 23) provides transportation connections not to be overlooked as the County plans for its economic future.

When the County removes from intense development land with 20 percent and greater slope, land with karst topography, land with permitted coal mines and permitted natural gas well sites, it becomes very important for the County to look at its remaining land as a valuable resource necessary to be managed for the use of future generations.

The County also needs to be concerned about the future of the AEP ~~coal-fired~~ gas power plant located in the Carbo community between the Town of Cleveland and the Town of St. Paul in neighboring Wise County, Virginia. The concern is the age of the structure and its economic viability in today's regulatory environment.

An encouraging sign are the stimulants for development that are on the horizon in the County. These are the interest in the County to develop its tourism potential; the ~~construction~~ expansion of the fiber-optic backbone through the County; and the consolidation of water and sewer providers in the County into one entity. **The county should encourage development of alternative energy.**

The County has the potential for a bright future; however, to achieve its potential the County must continue to be proactive in its decision-making while cognizant of the impacts on future events. The recommendations contained herein are intended for that purpose.

C. Population

A full discussion of population dynamics will be forthcoming when the 2010 Census information is available. However, the recommendations contained in this Plan are pro-growth and their implementation will lead to modest growth over the next twenty years.

The growth in population in the County is dependent upon continuing growth in the services sector of employment, continuing to replace those jobs lost in the manufacturing sector, continuing to add jobs in the technology sector, and attracting former residents and retirees to move into the County.

Where the people will live in the County is dependent upon the implementation of some of the recommendations contained in this Plan. In the near-term people will continue to locate randomly along the U. S. 19 corridor from Hansonville to the Tazewell County line, and in or adjacent to the Town of Lebanon. A major reason for that is the amount of land already subdivided but vacant along this corridor. In the long term, growth should occur in Rosedale, Hansonville, Castlewood and Lebanon. Redevelopment will have to take place in Honaker and Cleveland before these two towns will see the impact of growth.

D. Land-Use

The following are logical extensions of the goals and objectives as stated in the previous Chapter. The County should look at the Hansonville area as a special opportunity zone for business and industry. The same holds true for Rosedale except that a lot of development (some vacant and some dilapidated) has taken place in Rosedale. A full complement of services (water, sewer, natural gas and fiber-optics broadband) should be provided for these areas. In addition, the corridor from **Old Castle Whites Quarry** to the Town of St. Paul along U.S. Alt. 58 should be given special attention because it is in a karst area. Water services and fiber-optic broadband are already in place but sewer and natural gas should be provided as soon as practical.

A significant land-use problem in the County is the abundance of junk yards. They are everywhere - in residential developments, on farms, in towns, adjacent to streams, and along the

road rights-of-way. The next significant land-use issue is that of abandoned and/or dilapidated mobile homes, and a final significant land-use issue is the number of residential developments on sub- standard privately maintained roads.



Some of these issues can be addressed by the adoption of a Zoning Ordinance and revision of the County’s Subdivision Ordinance. Others can be addressed by the establishment of a program to clean up non-commercial junk yards and abandoned mobile homes. The County should use the VDOT Rural Additions Program where possible to bring substandard subdivision streets up to standard.



Specifically, this Plan recommends the preparation and adoption of a County-wide Zoning Ordinance; the modification of the County's recycling program to include inoperable vehicles, abandoned mobile homes, school buses, trucks, and other abandoned machinery; and an amendment to the County Subdivision Ordinance to allow subdivisions of land where a new street or road is involved, only when provisions have been made for the construction and maintenance of safe road and street travel.

The County has a significant amount of land that is already in ownership of the Nature Conservancy to protect the ecosystem adjacent to the Clinch River. The County should encourage the use of the Land Trust and Conservation easement programs to protect the Clinch River Watershed, the Big Moccasin Creek Watershed as well as the Big Cedar Creek Watershed. These programs will allow the land to stay in private ownership while protecting a valuable asset of the County.



E. Commercial

Russell County has been undergoing a transition from a manufacturing and mining based economy to an economy that is more diversified. This transition will include an economy based on manufacturing, agriculture, technology, mining, services, and tourism. In order to continue this economic movement, the County needs to accomplish the following:

- Continue to work with the Towns of Cleveland, Honaker, and Lebanon and neighboring Counties to secure a cost-effective supply of potable water;
- Continue to work toward a uniform water and sewer rate for all Russell County residents;
- Review (Russell County Public Service Authority) of The Southwest Virginia Regional Wastewater Study to determine if some of the recommendations relative to Russell County might be more cost effectively served with alternative technology sewer systems;
- The County should continue to participate with the Arrowhead Authority to identify multi-use trails in the county for inclusion in their proposed development;
- Continue to support the efforts of the Towns of Honaker, Lebanon and Cleveland to revitalize

their business districts;

- Continue to support the efforts by Members of the Virginia General Assembly to acquire property and establish a State Park in the vicinity of the Town of Cleveland;
- Seek funding for the development of a Russell County Telecommunication Plan. Such a plan would establish policy for the provision of fiber-optic and wireless broadband services throughout the County;
- The County should then be an active participant in seeking funding for the construction of the telecommunication network identified in the Telecommunication Plan;
- The County (Board of Supervisors) should continue to support ~~efforts to establish a~~ **the** Wellness Center for the benefit of all Russell County citizens;
- The County (Board of Supervisors; Industrial Development Authority) should encourage a feasibility study for the distribution of natural gas to the special opportunity areas identified in this plan;
- The County should work with the Regional Housing Authority to determine if redevelopment zones are viable for the county;

F. Industrial

Manufacturing has been and hopefully will continue to be an important part of the Russell County economy into the future. Most manufacturing operations remaining competitive in today's market place must do so with technological improvements. The County has made tremendous improvements in its ability to attract high-tech employment with the addition of CGI, Northrup

Grumman, AT & T and the establishment of the Southwest Virginia Technology Development Center at the ~~new~~ Russell County Governmental Center.

The following actions are recommended for the County to maintain its momentum of Industrial Growth:

- ~~The County should continue to develop plans for a Wellness Center;~~
- The County (Industrial Development Authority) should continue to seek options on land for future business and industrial development;
- The County should work with The Town of Honaker and Cleveland to redevelop their economic centers.

Russell County IDA – Industrial Conclusions

- The county should seek to hire Economic Development Staff to promote individual and commercial expansion.
- The county should reach out to surrounding counties in the development of shared-revenue regional economic development projects.
- The county should create an entrepreneurial and small capital loan program for smaller commercial and economic development projects.
- The county should consider zoning of commercial and industrial areas in the county.

- The County should work to see that Hansonville, Rosedale, Belfast Mills and Castlewood are all provided with water, sewer, natural gas, fiber-optic, and safe access so they can develop as future economic centers;
- The County (Board of Supervisors; Industrial Development Authority) should look at the possibilities available under the Virginia Industrial Facilities Authority Act to purchase and develop land for future industrial or business use;
- The County should encourage the Industrial Development Authority to study the viability of redevelopment zones for the County;
- The County should seek to locate industries that manufacture equipment needed for the production of energy conservation products;
- The County should encourage the location and/or expansion of food processing companies into the area.;
- The County should work with VDOT to examine the feasibility of extending Route 82 from Cleveland through Carbo to the intersection with Route 63 at Hamlin.

G. Residential

An ~~complete~~ updated analysis of housing in Russell County will be completed when the 2010 2020 Census information is available. The recommendations contained herein are based on the information generated during the 2009 survey of structural conditions conducted by the consultants to the Planning Commission. The following actions are recommended by the County to deal with the housing issues identified.

- The County should continue to support efforts by all the towns to rehabilitate substandard homes for those who are income eligible;

- The County should continue to support programs by the State and Federal government that address the housing issues (energy and safety) of low- and moderate-income residents.
- The County should adopt a policy of always having a neighborhood housing rehabilitation project being either implemented or being studied;
- The County should continue to recruit business and industry that pay more than the minimum wage;
- The County should continue to support the program to extend water lines to low- and moderate-income neighborhoods;
- The County should encourage a continuation of the program to provide grant and loan assistance for first time home buyers;



- The County should encourage the construction of housing units for the elderly as well as for those with disabling conditions;
- The County has approved plats for the subdivision of land for approximately 26% more land than has been developed. Ideally, it is in the County's best interest that any land subdivided for residential use be developed within three (3) years of approval;
- The County has much land in subdivisions with privately maintained streets that are unsafe for fire and rescue vehicles to travel. The County needs to determine the number of miles of privately maintained unpaved streets that exist in the County (with assistance from the

Cumberland Plateau Planning District Commission), and should then develop a plan to bring them up to VDOT standards or that are safe for emergency vehicles;

- The County should request that the Cumberland Plateau Regional Housing Authority conduct a Housing Study to determine the housing needs for Russell County (and other members of the Housing Authority) for the next twenty (20) years;
- The County should encourage the Regional Housing Authority to adopt an affordable dwelling unit policy;

H. Transportation

Transportation has been the single most important factor in the development of Russell County in the past, and that importance will continue into the future. In the past, the construction of railroads made it possible to export coal, timber, and cattle from the County. Currently, improvements to U.S. Alt. 58 and U.S. 19 have made it possible for people and commerce to move in and through the County in unprecedented ways. The following actions are recommended to keep the County up-to-date with transportation issues:

- The County should work with County neighbors to get State Route 91 paved and improved from Midway in Tazewell County to Bradford in Smyth County. It should be noted that Route 91 is the only unpaved primary road in Virginia;
- The County should seek funding for improving the access to the quarry located adjacent to Big Moccasin Creek in the western end of the county;

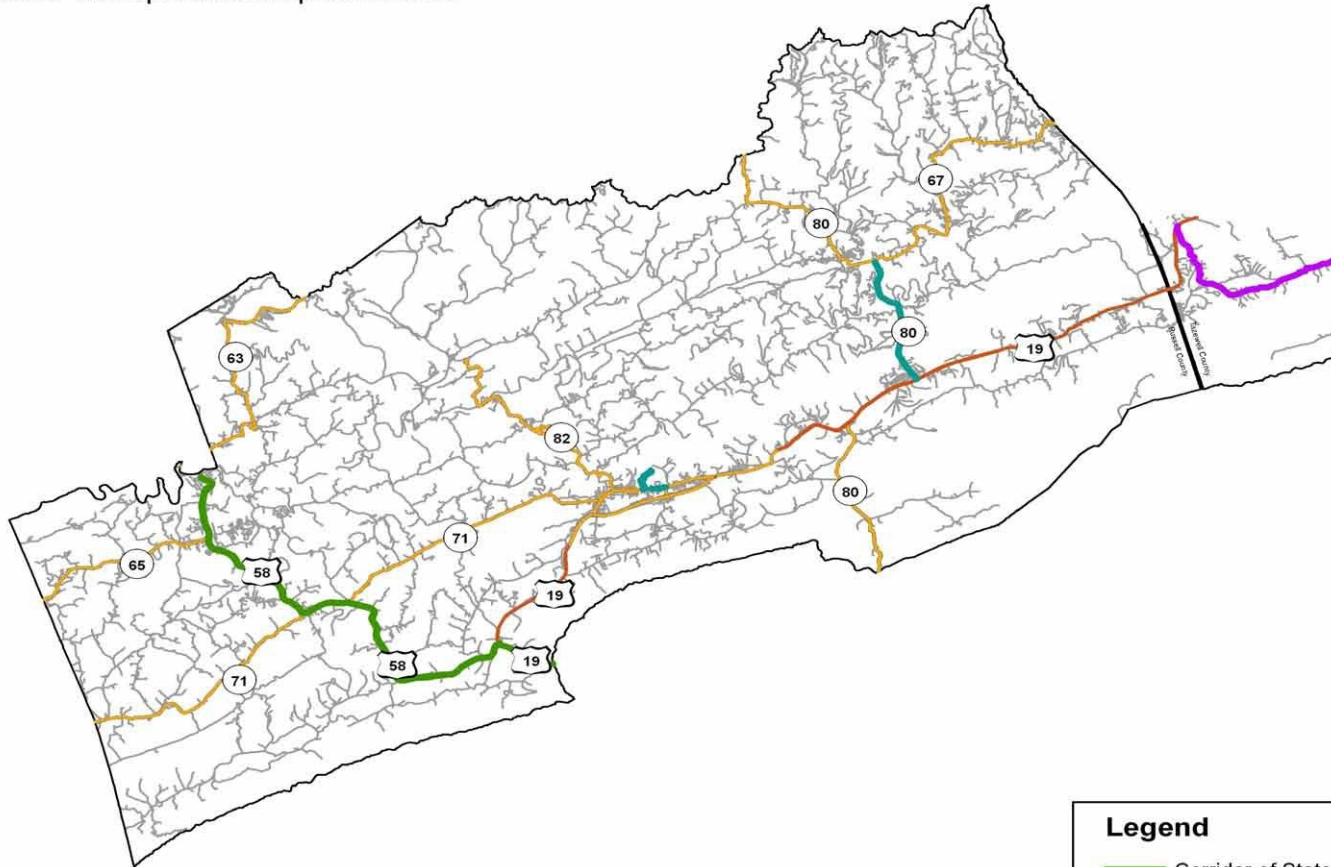
- ~~The County should prioritize funding for paving the road to the solid waste transfer station;~~

IX - 11

- The County should work with Smyth and Washington Counties to get State Route 80 improved from U. S. 19 south to the top of Clinch Mountain;
- The County should continue to seek funding to four-lane Rt. 80 from Rosedale to Honaker;
- Century Farms Road – Road is a safety concern due to increased traffic to landfill and recent accidents. County and Towns disposal trucks use route along with County residents. Road too narrow and needs widening. Century Farms Road, Route 667, widening from Route 747 to Route 668.
- US Route 19 – Road is a safety concern and the proposed VDOT project will increase the super elevation of the eastbound direction of US 19 approximately 1,900 feet west of SR 80 to meet VDOT’s minimum standards. The south side of the roadway will be kept constant while the north side will be lowered to achieve the required super elevation through the horizontal curve. Roadway improvements will occur in the median for a length of approximately 1,600 feet and will include a 6-foot paved shoulder with rumble strips.
- US Route 58 at Sundown Drive – Road is a safety concern and the proposed VDOT project involves extending the turn lanes at US 58 at Sundown Drive to meet VDOT’s minimum standards. The eastbound left and westbound right-turn lanes will be extended to 200 feet storage and 200 feet taper. The eastbound left-turn land will have a paved 4 foot inside shoulder and the westbound right-turn lane will have a paved 8 foot outside shoulder. ROW acquisition will be required for the westbound right-turn land due to the required cross-slope to accommodate the turn lane and shoulder.

- The County should continue to work with the Four County Transit Authority to provide transportation services for work, college, medical care, and shopping;
- The County should request the Cumberland Plateau Planning District Commission to conduct a study of the unpaved subdivision streets in Russell County, and develop a set of alternatives for solving the problems identified, including the costs; including the costs;

Russell County, Virginia
Comprehensive Development Plan
Future Transportation Improvements



1 inch = 5 miles

Cumberland Plateau
Planning District Commission

MAXIM
Engineering, Inc.
Culpeper, Virginia

Prepared for Russell County Planning Commission
by Cumberland Plateau PDC - Assisted by Maxim Engineering

Legend

- Corridor of State
- Future Link to R...
- Future Projects

- The County should encourage and support the preparation of development plans for the special opportunity areas;
- The County should work with Buchanan County to gain support for improvements to State Route 80 that will include bike lanes on each side of the highway for access to the Breaks Interstate Park;
- The County should continue to work with and support the Arrowhead Authority currently seeking to build a multi-use trail system from Cumberland Gap to the West Virginia state line;
- The County should work with Tazewell and Washington Counties to encourage improvements to the General Aviation Airports in each County, including upgrading them to All- Weather status with at least a 5,000 foot-runway;
- The County should work with VDOT to examine the feasibility of designating secondary Route 615 to primary Route 82 from the Town of Cleveland to the intersection with State Route 63 at Hamlin.
- Alternate Rt. 58 is one of eleven (11) corridors of statewide significance in the Commonwealth, if managed properly by Russell County it will be an economic asset. If allowed to develop as a “main-street” that investment will become a liability to the county and state.



I. Public Facilities

Capital expenditures are an important part of any governmental operation as is the efficient and cost-effective delivery of essential services. The degree to which a local government applies itself to service delivery and the effective maintenance of equipment and structures will define that local government. It will become a reflection of that government in the larger community. The recommendations contained in this Plan are intended to prepare Russell County to compete for jobs and to compare favorably with any County in Virginia on quality of life issues.

- The County should continue **to enhance** ~~preparing a plan and program for~~ wellness services in the County;
- The County should continue to encourage its legislative delegation to purchase the land necessary to establish a State Park in the vicinity of the Town of Cleveland;
- ~~The County should encourage the Towns of Cleveland and Honaker to pursue funding for redevelopment of their business districts;~~

- The County should **promote development and expansion** ~~pursue funding~~ of a Telecommunications Plan for the provision of fiber- optic high-speed broadband services throughout the entire County. The

Telecommunications Plan should also include universal access;

- ~~The County should work with Wise County to improve library services for Castlewood and Dante and continue to improve the facilities in the Town of Cleveland;~~
- The County should continue to implement the recommendations in the 604(b) study for the provision of potable water throughout the County;
- The County should continue to work with the Virginia Department of Historic Resources for recognition on the National Register of Historic Places cataloged in the Russell County survey;
- The County should request the School Board to develop a plan for construction of a walking

path around the periphery of the properties at Castlewood High School and Honaker Elementary

School;

- The County should update its plan for the provision of Fire and Rescue services to determine if they are adequately funded with equipment and staff;
- The County should ~~request that~~ **support** the Appalachian Agency for Senior Citizens **in** ~~prepare a feasibility study for~~ the provision of elder care services in the County;
- ~~The Russell County School Board should continue conversations with the Wise County School Board to investigate cooperative educational opportunities and a possible partnership between the Castlewood and St. Paul school systems, including the corresponding financial impacts;~~

- ~~The County should complete the installation of an Information Technology (IT) division that will include internet access to the Geographic Information System (GIS) services for the three towns, and for the constitutional offices;~~
- The County should **continue to** incorporate into this Plan the recommendations for Russell County contained in the Regional Hazard Mitigation Plan for future consideration.

The County should review all previous studies for the provision of wastewater services in the County to determine where alternative sewer technologies might be more cost-effective and feasible;

- The County should appoint a committee to take a look at the need and desirability for the

Purchase of Development Rights program for the preservation of Agricultural and Forest Land;.

- The County should encourage the Towns of Cleveland and Honaker to seek part-time town

manager assistance either through the Cumberland Plateau Planning District Commission or the private sector;

- The County should encourage the Planning Commission to prepare a Capital Improvement program for consideration by the Board of Supervisors;

- ~~The County should continue its efforts to bring the animal shelter into compliance with state standards;~~

- ~~The County should actively support the formation of a voluntary organization to aid in the humane treatment of captured animals;~~

- The County should use the creation of the Wellness Center as a stimulant to establish a countywide recreation program.

IDA	Awarded	\$5,000 each	10 Applications	\$50,000
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Gerald Sharp dba Gerald Sharp PC., 1114 E. Main St. Lebanon, VA 24266
Jordan Smith & Tyler Castle dba Next Fitness Club LLC., 1806 E. Main St., Lebanon, VA 24266
Preston Ball dba Preston Ball Photography, 155 Grandville Meadows Dr., Lebanon, VA 24266
Robert Weatherly dba Lebanon Physical Therapy & Rehab. Services 272 Highland Dr. Lebanon, VA
Robin Fields dba Robin's Nest, 23271 US Hwy 19, Cedar Bluff, VA 24609
Thomas Luke Stillwell dba Luke Stillwell Optometrist PC., 1050 Regional Park Rd. Lebanon, VA 24266
Thomas Luke Stillwell dba Mountain View Rental Properties LLC., 7831 Mountain Rd. Cedar Bluff, VA
Tim Ball dba Tim Ball Farming, Inc., 245 Oak Circle Dr. Rosedale, VA 24280
Vincent J. Gilmer dba Vincent's Vineyard 2313 E. Main St. Lebanon, VA 24266

Russell County BOS	Awarded	\$5,000 each	14 Applications	\$60,000
Bailey Engineering, P.O. Box 155, Rosedale, VA 24280				
Barbara's His & Hers Salon, 10 Memorial Drive, Castlewood, VA 24224				
Clatterbuck Pavement Markings, Inc., 3280 Cleveland Rd., Cleveland, VA 24225				
Quality Paving Inc., P.O. Box 88, Swords Creek, VA 24649				
Dirt Daubers, 2977 High Point Rd., Castlewood, VA 24224				
Flower Country, 6 Memorial Drive, Castlewood, VA 24224				
J & J Trash Waste Management, Rosedale, VA 24280				
Rexanna's Family Hair Care, 465 Swords Creek Rd., Honaker, VA 24260				
Honaker Florist LLC, 429 South Railroad Ave., Honaker, VA 24260				
Honaker Wholesale LLC., 435 South Railroad Ave., Honaker, VA 24260				
Lonesome Pine Brewing Co., 15 East Main Street, Lebanon, VA 24266				
Something Special, 11668 US Highway 19, Lebanon, VA 24266				
Swords Creek Cut & Style, 7336 Swords Creek Rd. Swords Creek, VA 24649				
Wright Way Cleaning, 62 Woosley St., Lebanon, VA 24266				

Rescue Squads	Awarded	<u>\$35,000 each</u>	\$175,000
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Castlewood Rescue Squad
Cleveland Life Saving Crew
Dante Rescue Squad
Lebanon Lifesaving Crew
New Garden Rescue Squad

Fire Departments	Awarded	<u>\$30,000 each</u>	\$240,000
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Dante Fire Department
Honaker Vol. Fire Dept.
Lebanon Vol. Fire Dept.
Belfast-Rosedale Fire Dept.
Cleveland Vol. Fire Dept.
Copper Creek Moccasin Fire
St. Paul Fire and Rescue
Castlewood Fire Department

Food Ministry Awarded	Awarded	<u>\$22,000 each</u>	\$110,000
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Roger E. Jessee	Woody Scott	762-7812, 623-3484	
Word of Victory	Rod Wicker	701-2511	
Elk Garden	Brooke Atchley	540-599-4071	Barbara Parker 971-6724
Star Ministry	Amanda Thomas	276-451-1172	
Splash Ministry	Carolyn Puckett	991-6044	

Town of Lebanon	\$5,000 each	33 Applications	\$165,000
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Amber Franks dba Pat's Kountry Diner
Debbie Smith dba Debbie's Hair
Gabriella Range dba The Local
James Range dba Crossfit Beartown
Janet McGlothlin dba Top Line Advertising
Jefferson Steffey dba J & V's Corner Diner
Jodi Campbell dba The Veritas Nurturing Center
Kathern J. Moore dba Perfect Petals
Kayla Goff Moran dba RKT Hair Studio
Mark Smith dba Shug's Place
Mary Rasnake dba Mary & Company
Rebecca Rose dba Wild Rose Hair
Becky's Cut & Style-Becky Gilbert
Jimmy's Detailing-Jimmy Honaker
Kegley Service Center, Inc.-Betty Kegley
The Artist's Loft-Edward Young
Randi's Glamour Connection-Randi Sykes
Street Drug Corp.-Jared Street
Melody Acres Farm-Vincent Gilmer
Pizza Town-Marisa Graziano
Appalachian Meats-Victoria Gent
John Stanley Attorney At Law
Clark Print Shop-Devin Clark
El Campesino-Fernando Oate
Designs by JLeigh-Jamie Bradley
Nextdoor Drug, PC-Jackie Hackney & Nicole Lawson
Best Life Physical Therapy, Inc.,- Kaitlin Dodi-Monk
Salon Platinum-Justin Gobble
The Lebanon News-Jerry Lark
Extol Corp Inc-Larry & Wanda Hughes
Woodz-N-Waterz Taxidermy-Joshua Ward
Fields Restaurants, LLC-Tim Fields
Tokyo Japanese Restaurant-Wei Kang Hau

Town of Honaker	\$5,000 each	12 Applications	\$60,000
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Diane Fuller dba Honey Bea's Café, 392 South Railroad Honaker, VA 24260
Mariano Romano, K & M Romano Inc. dba Momma Mia, 412 Putnam Rd., Honaker, VA 24260
Modern Chevrolet Sales, 5600 Redbud Hwy, Honaker, VA 24260
T's Country Store and Feed, 5888 Redbud Hwy., Honaker, VA 24260
DR Price
The Farmers Table
Tiger Stop
McFaddin & Associates
Honaker Tobacco Outlet
Honaker Animal Health
Barnhart Chiropractic
Whitt Insurance Agency

Russell County BOS	Awarded	\$5,000	25 Applications	\$125,000
Authentic Appalachian Landworks, 776 Red Oak Ridge Rd., Castlewood, VA 24224				
Ball Coal Company, Inc. 245 Oak circle Dr., Rosedale, VA 24280				
Barton's Service Center, 8335 Redbud Hwy., Honaker, VA 24260				
Bill's Carport's and Buildings, 4382 Swords Creek Rd, Swords Creek, VA 24649				
Bostic Tucker & Co., PC, Main St., Lebanon, VA 24266				
Campbell Storage & Rental, 7809 Green Valley Rd., Lebanon, VA 24266				
David Shelton Trucking Co., Inc., 1965 Pine Creek Rd.. Swords Creek, VA 24649				
David Mullins Wealth Management, 603 Fairview Lane, Lebanon, VA 24266				
Elk Garden Aluminum, 8043 Mountain R., Cedar Bluff, VA 24609				
Extol Corp. dba Glamour Tan, 20 Russell St., Lebanon, VA 24266 (Town of Lebanon)				
Highlands Ambulance Service, P.O. Box 1017, Lebanon, VA 24266				
Honaker Tire Service, P.O. Box 1508, Honaker, VA 24260				
Jared Shelton Trucking, LLC 37 Alpha St., Swords Creek, VA 24649				
Jeff Shelton Trucking, 90 Alpha St., Swords Creek, VA 24649				
JordyKy Trucking, Inc., P.O. Box 203, Cedar Bluff, VA 24609				
Lebanon Discount Tire 2106 East Main St. Lebanon, VA 24266				
Maggie Chafin Salon, 1796 East Main St. Lebanon, VA 24266				
Photography by Kalyn, 571 McFarlane Lane, Rosedale, VA 24280				
Robin's Nest, PO Box 9, Rosedale, VA 24280 (got IDA loan)				
Rock Ridge Vapor LLC, 1800 East Main St., Lebanon, VA 24266				
Romanos II Restaurant, Inc., 2 Memorial Drive, Castlewood, VA 24224				
Shortt Accounting Service, Inc., P. O. Box 1575, Main St. Lebanon, VA 24266				
Starnes Refrigeration & A/C, Inc., 4082 US Hwy 19, Lebanon, VA 24266				
Stinson Heating & Cooling, Inc, 11 West Main St. Lebanon, VA 24266				
SWVA Mechanical LLC, 623 Oak Circle Dr., Rosedale, VA 24280				
The Christian Center, Inc., Main St. Lebanon, VA 24266 (Town of Lebanon)				
Wayne Musick Auto Repair, 1930 West main St. Lebanon, VA 24266				
Wallace Furniture and Hardware, Inc., 5711 Redbud Hwy., Honaker, VA 24260				

Farms	Awarded	\$5,000	16 Applications	\$80,000
Banner's Farm Inc., P.O. Box 100, Castlewood, VA 24224				
Bar-C Farms, 7809 Green Valley Rd., Lebanon, Va 24266				
Big A Mtn. Farms, 8094 Redbud Hwy., Honaker, VA 24260				
Circle K Farms, LLC, P.O. Box 2921, Lebanon, VA 24266				
Derek Hicks, P. O. 4021, Castlewood, VA 24225				
DJB Cattle, 47 Trigg Dr., Lebanon, VA 24266				
Dry Branch Cattle Company, Inc., P.O. Box 92, Rosedale, VA 24280				
Green Valley Genetics, 7325 Green Valley Rd., Lebanon, VA 24266				
Kiser's Farm, 3350 Jessee's Mill Rd., Cleveland, VA 24225				
Powers Farm, 361 Sink Hole Lane, Cleveland, VA 24224				
Richard Bostic, P.O. Box 1568, Honaker, VA 24260				
Rocking B Cattle Company, LLC, 245 Oak Circle Dr., Rosedale, VA 24280				
RR Farm, 2691 Seven Springs Hollow Road, Castlewood, VA 24224				
Sykes Livestock, LLC, P.O. Box 1985, Lebanon, VA 24266				
Tim Ball Farming, Inc, 245 Oak Circle Dr., Rosedale, VA 24280 (got IDA Loan)				
Tony Browning, 3995 Memorial Dr., Castlewood, VA 24224				
3M Cattle, 2417 Cleveland Rd., Cleveland, VA 24225				

Applications received after October Board meeting **Awarded** **10 Applications** **\$50,000**

Diana Belcher Farm, Ronald & Diana Belcher, 648 Roman's Ridge Rd. Honaker, VA 24260
Darlene Jackson Taxi, Inc., Ricky and Jennifer Roark, PO Box 37, Rosedale, VA 24280
Auto Energy, Travis Hackworth, Business address: 11842 US Hwy 19, Lebanon, VA 24266
The Stone Cellar Restaurant, 19 South Church St., Lebanon, VA 24266
Mountain View Retirement Home, Inc., Linda Mays, PO Box 1148 Lebanon, VA 24266
KLW Farm, Brandi Jessee, 8525 New Garden Rd. Honaker, VA 24260
KC Repairs, Inc., Ronald Combs, P.O. Box 1354, Honaker, VA 24260
Mountain Suzuki, Inc., Larry Lambert, 1306 US Hwy 19, Rosedale, VA 24280
Compton Carpet, Chris Compton, Independent Installer, for Fogleman's Carpet
Kenneth Shortt, Independent Installer, for Fogleman's Carpet

December Meeting	11 Applications	\$5,000 each	\$55,000
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Auto Motion Service & Accessories, William Castle, 942 East Main St. Lebanon, VA 24640
Bruce H. Russell II, PC 29 East Main St., Lebanon, VA 24266
Cable Plus, Inc, David Eaton, P.O. Box 1030, Honaker, VA 24260
Cross Rentals, LLC, Randall Cross, 109 N. Church St., Lebanon, VA 24266
Douglas E. Burke, Jr., Brick Mason, PO Box 912, Castlewood, VA 24224
Lebanon Tax & Accounting Services, Inc., Mary T. Cross, 111 N. Church St., Lebanon, VA 24266
Positively Gymnastics, Inc., 443 Technology Park Drive, Lebanon, VA 24266
Pro Image Computer Graphics, Lynn Peters, 32 Meadow Lark Lane, Lebanon, VA 24266
Triple J Farms, David Eaton, P.O. Box 359, Honaker, VA 24260
Lula Honaker Farm, Lula Honaker & Melissa Stinson, 103 Sykes Drive, Honaker, VA 24260
Sawmill Bottom, Brady K. Crabtree, 1717 Sandy Ridge Road, Cleveland, VA 24225



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

STEPHEN C. BRICH, P.E.
COMMISSIONER

870 Bonham Road
Bristol, VA 24201

REGISTERED MAIL

ARTICLE NUMBER: 7019 0160 0000 1285 5887

Date: November 23, 2020

Russell County Board of Supervisors
Attn.: Mr. Lonzo Lester, County Administrator
137 Highland Drive
Lebanon, Virginia 24266

Mr. Lester:

Pursuant to §33.2-908.B of the Code of Virginia, the Virginia Department of Transportation intends to discontinue Route 671 from 0.98 mile north of Route 806 to 0.28 mile north of Route 806, a total distance of 0.70 mile; and Route 678 from the intersection with existing Route 678 to the dead end of Route 936, a total distance of 1.19 miles. This is an administrative matter being considered by the Virginia Department of Transportation to resolve missing or erroneous roadway data. This action will not affect any standards of maintenance currently being performed.

Discontinuance is an action by the Commonwealth Transportation Board that relieves VDOT of the maintenance responsibility and regulatory authority for a road due to lack of sufficient public benefit to warrant maintenance at public expense. The road right of way will still provide legal access to abutting properties (i.e. no properties will be landlocked) and will be available for public use, but the administrative and regulatory authority for the right of way is returned to the county Board of Supervisors.

Additional materials related to the proposed discontinuance(s) are available for public viewing prior to the public hearing by contacting the VDOT Lebanon Residency at the address/phone

number/email below on or before January 15, 2021. Notice of the public hearing will be published in the December 2, 2020 edition of the Lebanon News.

Due to COVID-19 restrictions, this will not be an open forum public hearing. Comments and questions must be submitted virtually, remotely, or via pre-scheduled in-person appointment with a VDOT Lebanon Residency staff member. Please contact the VDOT Lebanon Residency at the address/phone number/email below to schedule an appointment on or before January 15, 2021.

CONTACT INFORMATION:

[Mon -Fri, 8a.m.-5p.m.]

VA Dept. of Transportation

P.O. Box 127

Lebanon, VA 24266

(276) 415-3433

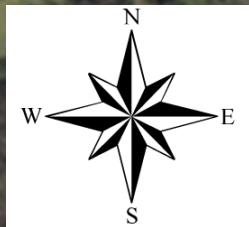
john.bolling@vdot.virginia.gov

**NOTE: ALL PUBLIC COMMENTS MUST BE SUBMITTED ON OR BEFORE
JANUARY 15, 2021.**

Sincerely,

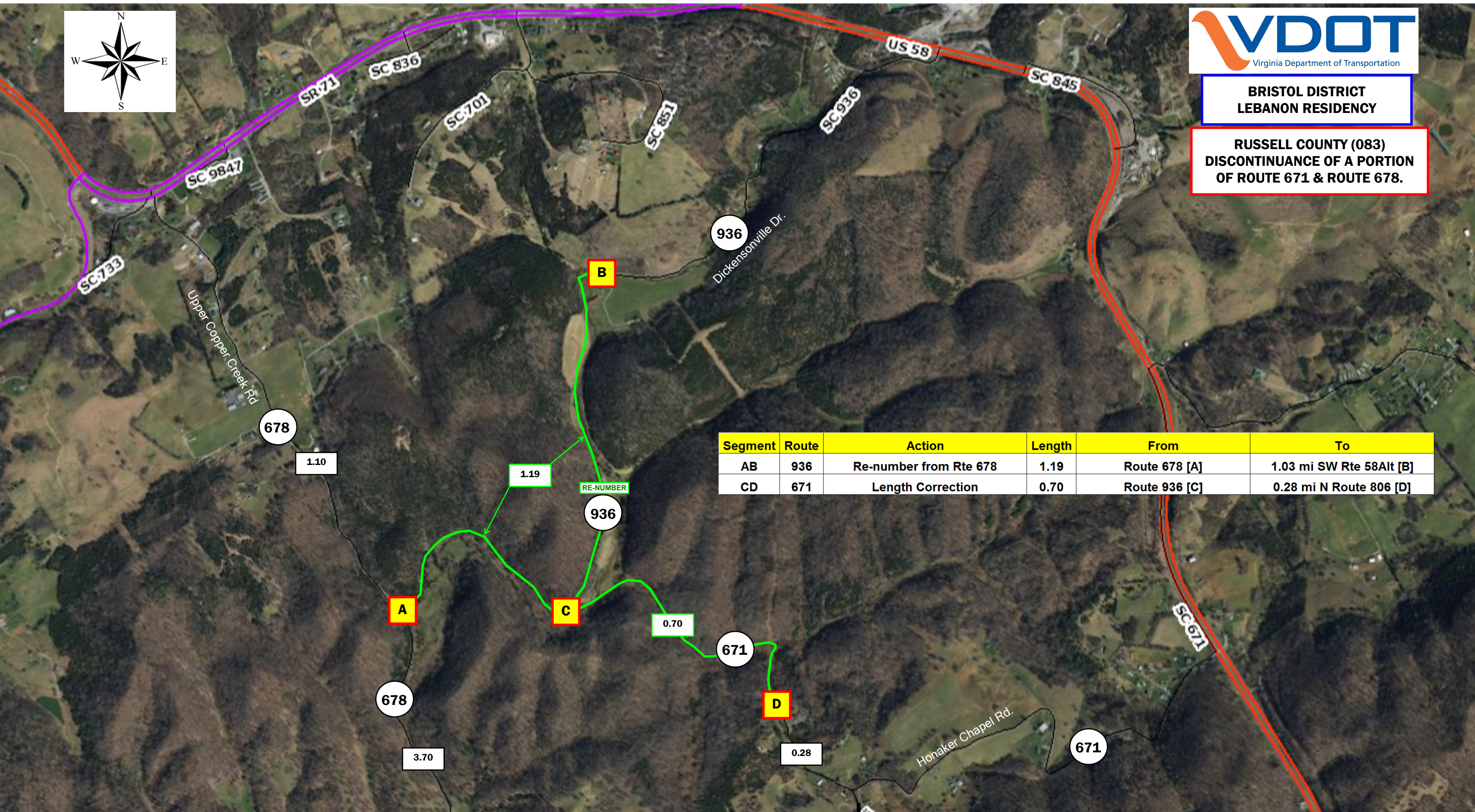


John Bolling
Architect/Engineer I
VDOT Lebanon Residency



**BRISTOL DISTRICT
LEBANON RESIDENCY**

**RUSSELL COUNTY (083)
DISCONTINUANCE OF A PORTION
OF ROUTE 671 & ROUTE 678.**



Segment	Route	Action	Length	From	To
AB	936	Re-number from Rte 678	1.19	Route 678 [A]	1.03 mi SW Rte 58Alt [B]
CD	671	Length Correction	0.70	Route 936 [C]	0.28 mi N Route 806 [D]

ROUTE 679

ROUTE 806

NOT TO SCALE

The Board of Supervisors of Russell County, in regular meeting on the 9th day of December 2020, adopted the following:

**RESOLUTION OF NON-SUPPORT FOR DISCONTINUANCE OF ROUTE
671 & ROUTE 678**

WHEREAS, the Virginia Department of Transportation has notified the Russell County Board of Supervisors of its intent to discontinue a section of old Route 671 from 0.28 mile north of Route 806 to 0.98 mile north of Route 806, a distance of 0.70 miles; and a section of old Route 678 from the intersection with existing Route 678 to the dead end of Route 936, a distance of 1.19 miles; and,

WHEREAS, the sketch, attached and incorporated herein as a part of this resolution, defines the adjustments in the secondary system of state highways that would result from a discontinuance of the aforementioned sections of Route 671 & Route 678, and

NOW, THEREFORE, BE IT RESOLVED, the Russell County Board of Supervisors hereby does not support the Commonwealth Transportation Board's proposed discontinuance of old Route 671 and old Route 678 as identified on the attached sketch, pursuant to §33.2-908.B of the Code of Virginia, and

BE IT FURTHER RESOLVED, the Russell County Board of Supervisors requests that the roadways described on the attached sketch remain included in the Secondary System of State Highways with the understanding that the Virginia Department of Transportation will only maintain these routes to the extent of their use by the general public, and

BE IT FURTHER RESOLVED, the Russell County Board of Supervisors requests that segment AB as identified on the attached sketch be accordingly re-numbered as a part of the Secondary System of State Highways, and

BE IT FINALLY RESOLVED, this Board of Supervisors orders that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

Recorded Vote

Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

A Copy Teste:

Rebecca Dye, Chairperson
County of Russell



COMMONWEALTH of VIRGINIA
Office of the Governor

Secretary of Commerce and Trade

11/5/2020

Lonzo Lester
County Administrator
Russell County
137 Highland Drive
Lebanon, VA 24266

Dear Mr. Lester,

On behalf of Governor Northam, it gives me great pleasure to inform you that Russell County has been awarded broadband funding pursuant to the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) in the amount of \$155,000 for the Flats Circle Project.

As stated in the program guidelines, these funds must be expended and service must be available by December 25, 2020. Similar to previous CARES Act allocations to localities, this award amount will be transmitted to Russell County by the Department of Accounts. Once the project is complete, the Governor's Broadband Team and the Department of Accounts will follow up regarding project outcomes and compliance. I want to reiterate that it is incumbent on Russell County to ensure project expenses are documented and verified in case of audit.

Congratulations on your award and we look forward to working with you now and in the future to achieve universal broadband coverage in Russell County.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Feinman".

Evan Feinman
Chief Broadband Advisor
Office of Governor Ralph S. Northam

From: ceds@deq.virginia.gov
To: lonzo.lester@russellcountyva.us; brian.ferguson@russellcountyva.us
Cc: brian.ferguson@russellcountyva.us
Subject: FY2021 Non-Competitive Litter Prevention and Recycling Grant
Date: Wednesday, November 18, 2020 5:52:49 PM



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Matthew J. Strickler
Secretary of Natural
Resources

Street address: 1111 E. Main Street, Suite 1400,
Richmond, Virginia 23219
Mailing address: P.O. Box 1105, Richmond,
Virginia 23218
www.deq.virginia.gov

David K. Paylor
Director

(804) 698-4000
1-800-592-5482

November 18, 2020

Lonzo Lester
County Administrator
Russell County
137 Highland Dr
PO Box 1208
Lebanon, VA 24266

Dear Lonzo Lester:

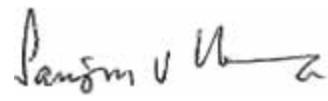
I am pleased to inform you that a grant award of **\$11,637.00** has been approved for the Litter Prevention and Recycling Program activities for the period from July 1, 2020 to June 30, 2021. DEQ's calculation of your grant award was based upon the following distribution:

Russell County: \$7,910.00
Town of Cleveland: \$1,032.00
Town of Honaker: \$1,032.00
Town of Lebanon: \$1,663.00

Processing of the grant awards is underway, and a payment for this amount should be received within the next two weeks if funds can be transferred electronically (EDI) or in thirty days if processing by check is required.

If you have any questions or need additional information, please contact Prina Chudasama at prina.chudasama@deq.virginia.gov or at (804) 698-4159.

Sincerely,

A handwritten signature in black ink, appearing to read "Sanjay Thirunagari". The signature is written in a cursive style with a long horizontal stroke at the end.

Sanjay Thirunagari
Manager, Recycling and Litter Programs
Division of Land Protection & Revitalization



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

CURTIS C. BROWN
State Coordinator of
Emergency Management

October 29, 2020

Mr. Lonzo Lester
County Administrator
137 Highland Drive
Lebanon, Virginia 24266

RE: **Russell County, Emergency Operations Center Generator Project**
FEMA-DR-4411-VA-007

Dear Mr. Lester:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "Russell County Emergency Operations Center Generator Project." The funds have been obligated through the Hazard Mitigation Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75 percent of the total project costs.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement, scan, and email it to Amy S. Howard, mitigation grant administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Amy Howard at (804) 267-7733 or by e-mail at amy.howard@vdem.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis C. Brown".

Curtis C. Brown
Alternate Governor's Authorized Representative

Enclosures

CCB/DJM/ah



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

CURTIS C. BROWN
State Coordinator of
Emergency Management

Hazard Mitigation Grant Program

Grant Agreement

FEMA-DR-4411-VA-007

This Agreement is made as of this 7th day of October 2020 by and between the Virginia Department of Emergency Management, hereinafter called "VDEM," and the Russell County herein after called the "Sub-grantee." The DUNS number for the Russell County is **040157851**.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

(1) GENERAL PROVISIONS:

This Agreement is a sub-grant award of federal funds from VDEM to the sub-grantee. VDEM has received a grant from the Department of Homeland Security Federal Emergency Management Agency Hazard Mitigation Grant Program, Catalog of Federal Domestic Assistance Number 97.039. The sub-grantee shall implement the project as set forth in the grant Agreement documents. These documents consist of:

- (1) Executed Grant Agreement;
- (2) Scope of Services, Attachment A;
- (3) Project Budget, Attachment B;
- (4) Milestone Table, Attachment C; and
- (5) Grant Assistance Agreements and VDEM-FEMA General Terms and Conditions and Assurances; Attachment D.

State agencies acting as the sub-grantee shall report all federal funds received as part of this Agreement as federal pass-thru funds on their agency's Schedule of Federal Assistance.

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Work contained herein. Furthermore, the sub-grantee shall assign, sublet, or subcontract any work related to this Agreement or any interest it may have herein with full compliance with federal and state procurement regulations. The schedule of service set forth in the Scope of Work and Milestone Table shall be deemed to have been consented to, as required by the preceding sentence, upon the execution of this Agreement by VDEM.

(2) SCOPE OF SERVICES:

The sub-grantee shall provide the service to VDEM set forth and summarized in the Scope of Work (Attachment A) and Milestone Table (Attachment C). All deliverables shall conform to accepted standards and practices. If there is any change in the original scope of work, a formal request must be made to VDEM for review and approval prior to implementing the change. These attachments are consistent with the original VDEM-FEMA (Federal Emergency Management Agency) grant project application. The sub-grantee shall provide VDEM with quarterly reports and a final report on the progress of work set forth in the Scope of Work. The quarterly reports and final report shall contain the following components: (1) a narrative describing in detail the progress of the sub-grantee in fulfilling the provisions of the Scope of Works; (2) Reimbursement Requests as needed that itemize the expenses incurred by the sub-grantee, including separate columns for the federal, state, and the sub-grantee's matching contribution to the total cost of services as reflected in the Project Budget-Attachment B; and (3) the schedule of specific project tasks with target completion dates and actual completion dates (Milestone Table – Attachment C). The first quarterly report is due to VDEM at the end of the first complete quarter following the award of the grant.

<u>Reporting Period</u>	<u>Report Due to VDEM</u>
January 1 – March 31	no later than April 15
April 1 – June 30	no later than July 15
July 1 – September 30	no later than October 15
October 1 – December 31	no later than January 15

(3) TIME OF PERFORMANCE:

The services of the sub-grantee shall begin on the date of sub-grantee's signature of this document and terminate on **12-18-2022**, unless otherwise altered through provisions of this Agreement or extended by written authorization of VDEM. Requests for time of performance extension must be received in writing by VDEM within 75 days of termination date with reasons for requested time of performance extension and a revised Milestone Table – Attachment C. All time limits stated are of essence of this Agreement. All funds must be obligated no later than the project completion date. The final request for reimbursement must be received no later than 60 days after the completion date for the project.

(4) COMPENSATION:

The total project award from VDEM is **\$13,552** provided through the Hazard Mitigation Grant Program, Disaster 4411, Tropical Storm Michael. FEMA shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$9,680**. FEMA shall also provide sub-recipient management cost funds in the amount of **\$645**. VDEM shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$2,581**. The sub-grantee agrees to provide a match in the amount of **\$645**. The sub-grantee is aware of and shall comply with cost-sharing requirements of federal and state mitigation grant assistance; specifically that federal assistance is limited to 75 percent of eligible expenditures, state assistance (as reimbursed through the Virginia Department of Emergency Management) is limited to 20 percent of eligible costs, and the sub-grantee shall provide from the sub-grantee's funds 5 percent of eligible costs. The non-federal funds must be from a non-federal funding source and can be completely fulfilled by in-kind services as long as financial records document them as such.

VDEM shall release the grant award to the sub-grantee on a cost-reimbursement basis upon receipt and approval of the sub-grantee's quarterly and final reports and deliverables as required by this Agreement or at other times agreed to by VDEM. Any cost overruns incurred by the sub-

grantee during the time of performance shall be the responsibility of the sub-grantee. The sub-grantee shall spend the funds according to the specified categories of the contract budget. The sub-grantee shall use mitigation grant funds solely for the purposes for which these funds are provided and as approved by FEMA and VDEM. General policies for determining allowable costs are established in 2 Code of Federal Regulations (CFR), Part 200, subpart E (included in Attachment D) and the appropriate OMB circulars that identify cost principles for different kinds of organizations. Minor shifts of the funds among categories by the sub-grantee, not to exceed 10 percent of any budget line item are permissible, but in no case can the total expenditures exceed the amount provided by this contract. Shifts in funds exceeding 10 percent among budget line items must be approved in writing by VDEM.

(5) ASSISTANCE:

VDEM agrees upon request of the sub-grantee to furnish, or otherwise make available to the sub-grantee, copies of existing non-proprietary materials in the possession of VDEM that are reasonably related to the subject matter of this Agreement and are necessary to the sub-grantee for completion of its performance under this Agreement. VDEM Grants Division staff will provide technical support to the sub-grantee and make periodic site visits to monitor progress.

(6) ACKNOWLEDGEMENTS:

The role of the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) must be clearly stated in all press releases, news articles, and request for proposals, bid solicitations and other documents describing this project, whether funded in whole or part.

Acknowledgement of financial assistance, with VDEM and FEMA logos, must be printed on all reports, studies, web sites, and other products (including map products) supported, in whole or in part, by this award or any sub-award. The sub-grantee is responsible for contacting VDEM staff in adequate time to obtain the logo in camera-ready or digital form. The final draft must be approved by VDEM staff prior to production. The acknowledgement should read as follows:

This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via Grant Agreement Number FEMA-DR-4411-VA-007 for \$13,552.

(7) CREATION OF INTELLECTUAL PROPERTY:

To the extent that the copyright to any copyrightable material created pursuant to this Agreement is owned by the sub-grantee and/or the sub-grantee is empowered to license its use, VDEM agrees to grant to the sub-grantee, and hereby does grant to the sub-grantee, a license to use the materials so owned for public, not-for-profit purpose within the territory of the Commonwealth and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purpose of acknowledging or implementing such license.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright", or the abbreviation "Copr."; (2) the year of first publication; and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved."

(8) STRUCTURAL MITIGATION REQUIREMENTS:

Specific requirements must be adhered to for structural mitigation projects such as structural relocation, property acquisition and demolition, and structural retrofitting or improvement as detailed in Attachment D. These requirements can include deed restrictions, operation and maintenance plans, and insurance requirements, as dictated by the specific grant and project requirements.

(9) BREACH AND TERMINATION:

In the event of breach by the sub-grantee of this Agreement, VDEM shall provide written notice to the sub-grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the sub-grantee has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The sub-grantee shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement. Termination of this Agreement can occur as an effect of one of two results: First, as a result of the proper completion and closeout of this project. Second, termination may occur as a result of *Termination for Convenience* or other termination as allowed or required by 2 CFR 200.339 for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment, herein. Communication of this decision and information related to the project termination will be provided to the sub-grantee in coordination with FEMA through registered mail.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the following duly authorized officials:

Sub-grantee:

Grantor:

Russell County

Virginia Department of Emergency Management

By: _____

By:  _____

Date: _____
Authorized Sub-grantee Signatory

Date: October 30, 2020
State Coordinating Officer

Project Sponsor: Russell County

Project Title: Russell County Water Plant Treatment Generator

Purchase and install a generator and transfer switch to operate the water plant at 200 Shady Lane, Rocky Mount, Virginia to make water to refill the six water tanks when power goes out.

Project Awarded Budget – Funding Source HMGP:

Federal Project Funds	\$9,680
State Project Funds	\$2,582
Local Project Funds	\$645
Sub-recipient Management Costs	\$645
Total Project Funds	\$13,552

Project Budget from VDEM-FEMA HMGP application:

ACTIVITY	NUMBER	COST	TOTAL COST
Generator	1		\$4,950
Generator Switch	1		\$2,198
Concrete Pad	1		\$415
Wire	1		\$1,600
Labor Regular Time	1		\$1,264
Labor Helper Regular Time	1		\$480
Construction Management/Permitting	1		\$2,000
TOTAL COSTS			\$12,907

Federal Management Costs	1	\$645	\$645
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Attachment C
 FEMA-DR-4411-VA-007
 Project Milestone Table

ACTIVITY	DAYS TO COMPLETE
Grant Implementation/Kick-Off Meeting	90
Board of Supervisors Approval	120
RFP preparation and submittal	120
Generator Purchase	240
Generator Installation	240
Permitting and inspections	195
Project final paperwork and closeout submittal	90
TOTAL DAYS TO COMPLETE THIS PROJECT	1095 Days (or POP end date whichever is sooner

Attachment D
Administrative Requirements and Guidance

Federal Administration and Guidance Documents:

1. 2 CFR Part 200 Cost Principles for State, Local, Indian Tribal Governments
2. CATEX documentation (where required)
3. Structural Mitigation Project Requirements (where required)
4. Current Hazard Mitigation Assistance (HMA) Guidelines
5. FEMA Award Package

Federal Emergency Management Agency (FEMA) Contact:

John Schmierer
FEMA Region III
One Independence Mall, Sixth Floor
615 Chestnut Street
Philadelphia, PA 19106-4404

Hazard Mitigation Assistance

Non-Supplanting Certification

I certify that any funds awarded under Hazard Mitigation Assistance grants will be used to supplement existing funds for programs activities, and will not replace (supplant) non-federal funds.

Designated Agent

Name

Signature

Title

Agency



**CUMBERLAND PLATEAU REGIONAL
HOUSING AUTHORITY**

P.O. BOX 1328 / LEBANON, VIRGINIA 24266
Tel.: (276) 889-4910 / TDD# 1-800-545-1833 Ext. 418
FAX (276) 889-4615
www.cprha.org

Keith L. Viers, Executive Director

H. Truman Mullins, Chairman
Ramona Simmons, Vice Chair
James N. Horn, Commissioner
Judy E. Lockridge, Commissioner
Richard Blankenship, Commissioner
Jim O'Quinn, Commissioner

December 1, 2020

Mr. Lonzo Lester, County Administrator
Russell County Board of Supervisors
P.O. Box 1208
Lebanon, Virginia 24266-1208

RE: Payment in Lieu of Taxes for HUD Developments

Dear Mr. Lester,

On behalf of the Cumberland Plateau Regional Housing Authority, I am writing to request that the Russell County Board of Supervisors waive the Authority's payment in lieu of taxes in the amount of \$4,161.29 for fiscal year ending March 31, 2020.

I want to thank you in advance for your favorable consideration of our request and ask that you signify your agreement by signing the attached statement as our auditor requires confirmation of your agreement.

Please contact me with any questions regarding this request. As always, we appreciate your interest in and the continued support of public housing in Russell County.

Sincerely,

Keith L. Viers
Executive Director

Attachment



**EQUAL HOUSING
OPPORTUNITY**

Helping With The Housing Needs Of Buchanan, Dickenson, Russell and Tazewell Counties, Virginia
It Is Illegal To Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.

I, as agent for the Russell County Board of Supervisors, hereby agree to waive the payment in lieu of taxes for fiscal year of 2020. This agreement will require annual consideration for future waiver approval. The Authority has identified use of these funds for resident services.

Signed: _____
Title: _____
Date: _____



**CUMBERLAND PLATEAU REGIONAL
HOUSING AUTHORITY**

P.O. BOX 1328 / LEBANON, VIRGINIA 24266
Tel.: (276) 889-4910 / TDD# 1-800-545-1833 Ext. 418
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Keith L. Viers, Executive Director

H. Truman Mullins, Chairman
Ramona Simmons, Vice Chair
James N. Horn, Commissioner
Judy E. Lockridge, Commissioner
Richard Blankenship, Commissioner
Jim O'Quinn, Commissioner

December 1, 2020

Mr. Lonzo Lester, County Administrator
Russell County Board of Supervisors
P.O. Box 1208
Lebanon, Virginia 24266-1208

RE: Payment in Lieu of Taxes for Pittston Place


Dear Mr. Lester,

On behalf of the Cumberland Plateau Regional Housing Authority, I am writing to request that the Russell County Board of Supervisors waive the Authority's payment in lieu of taxes in the amount of \$2,808.75 for fiscal year ending March 31, 2020.

I want to thank you in advance for your favorable consideration of our request and ask that you signify your agreement by signing the attached statement as our auditor requires confirmation of your agreement.

Please contact me with any questions regarding this request. As always, we appreciate your interest in and the continued support of public housing in Russell County.

Sincerely,


Keith L. Viers
Executive Director

Attachment



**EQUAL HOUSING
OPPORTUNITY**

Helping With The Housing Needs Of Buchanan, Dickenson, Russell and Tazewell Counties, Virginia
It Is Illegal To Discriminate Against Any Person Because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin.

I, as agent for the Russell County Board of Supervisors, hereby agree to waive the payment in lieu of taxes for fiscal year of 2020. This agreement will require annual consideration for future waiver approval. The Authority has identified use of these funds for resident services.

Signed: _____
Title: _____
Date: _____

To: Cheryl

UPDATED: 2020 Holiday Leave Schedule

Sharon Abernathy <sabernathy@vacourts.gov>

Thu 10/22/2020 2:50 PM

To: CC Judges <ccjudges@vacourts.gov>; GD Judges <gdjudges@vacourts.gov>; JDR Judges <jdrjudges@vacourts.gov>; GD Clerks <gdclerks@vacourts.gov>; JDR Clerks <jdrclerks@vacourts.gov>; Combined Clerks <cmbclerks@vacourts.gov>

Cc: CC Clerks <ccclerks@vacourts.gov>; Directors <directors@vacourts.gov>

To: Circuit Court Judges
District Court Judges
District Court Clerks

cc: Circuit Court Clerks

From: Karl R. Hade, Executive Secretary

Re: 2020 Holiday Leave Schedule

The message below was generated to inform you of the holiday leave schedule adopted today by the Judicial Council and the Committee on District Courts. In addition to the leave days resulting from their action, I wanted to note that, by action of the General Assembly, Election Day is now a State Holiday. This holiday was added in lieu of the Friday preceding the third Monday in January, the former Lee-Jackson Day, which will no longer be celebrated as a state holiday. 2020 Acts of Assembly, Chapter 417.

This message was not meant as a comprehensive accounting of all the generally applicable legal holidays. See Virginia Code § 2.2-3300, which creates those holidays. Those other holidays, such as Veterans' Day, remain unaffected by either the legislation noted above or the action of the Judicial Council and the Committee on District Courts.

The Committee on District Courts (CDC) has the authority to determine when the district courts and clerks' offices of the Commonwealth shall be open for business, and the Judicial Council has the authority to determine when the circuit courts (**excluding circuit court clerks' offices**) shall be open for business. Va. Code §§ 16.1-69.33, 17.1-705.2. Both judicial policy-making bodies met this week and authorized the holiday schedule detailed below for their respective levels of court.

Election Day

Tuesday, November 3: Full Day Holiday

Thanksgiving

Wednesday, November 25: Half Day Holiday

Thursday, November 26: Full Day Holiday

Friday, November 27: Full Day Holiday

Christmas

→ Wednesday, December 23: Half Day Holiday (Additional 4 Hours Approved by CDC and Judicial Council)

Thursday, December 24: Full Day Holiday

Friday, December 25: Full Day Holiday

New Year's Day

→ Thursday, December 31: Full Day Holiday (Additional 8 Hours Approved by CDC and Judicial Council)

Friday, January 1: Full Day Holiday

Sharon L. Abernathy
Chambers of Chief Justice Donald W. Lemons
Supreme Court of Virginia
100 North 9th Street
Richmond, VA 23219
(804) 786-5754

MONTHLY BANK BALANCES

October 31, 2020

Regular Account	872,472.89
Employee Insurance	4,090,676.03
Employee Claims Account	1,000.00
Non-Judicial Reals Estate Sales	2,388.81
Russell Co. Housing Fund	4,424.36
School Textbook	18,032.21
Sheriff Domestic Violence	1,666.31
Petty Cash Treasurer	217.80
Sheriff Seized Assets	55,224.41
Sheriff Restitution	10,420.42
Sheriff Forfeited Assets	33.70
Comm Attorney Forfeited Assets	31,706.03
Sheriff Federal Forfeited Assets	7,524.52
Comm Attorney Fed Justice Forfeited Assets	148,688.65
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	7,916.95
Sheriff Calendar Fund	857.31
Sheriff Special Projuects	3,200.10
SSI Recipients	-
First Sentinel Bank	1,000.00
Bank of Honaker	1,000.00
New Peoples Bank	897.60
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,572,634.99
Certificate of Deposit Library Donations	24,788.80
Total Cash In Bank	7,906,846.89
Cash In Office	1,600.00
Petty Cash	100.00
TOTAL CASH	7,908,546.89

ACCOUNT	DATE	October 31, 2020
	DEBIT	CREDIT
Cash in Office	1,600.00	
Cash in Bank	7,906,846.89	
Petty Cash	100.00	
General Fund		816,161.07
Non-Judicial Real Estate Sales		2,388.81
Sheriff In State Trip		30,861.95
Sheriff Dare Fund		100.00
Sheriff Seized Assets		55,224.41
Sheriff Restitution		10,420.42
Sheriff Forfeited Assets		33.70
Comm Attorney Forfeited Assets		31,706.03
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		7,524.52
Sheriff Domestic Violence		1,666.31
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		148,688.65
Sheriff Fed Justice Forfeited		7,916.95
Sheriff Calendar Fund		857.31
Sheriff's Special Projects		3,200.10
Social Services		(326,601.64)
Swva Asap		13,446.02
Coal Road Improvement		396,512.08
CSA		(519,831.10)
School Fund		128,746.01
School Food		624,684.85
School Textbook		18,032.21
Regional Adult Education		252,927.44
Petty Cash Treasurer		217.80
COVID 19		1,868,966.89
Litter Fund Trash Pickup		(20,611.97)
Current Credit		1,139.21
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		0.00
Damage Stamp Fund		2,823.98
Valley Heights		69,840.67
Dante Sewer		49,575.00
Employee Health Insurance		4,090,676.03
Employee Insurance Claims		1,000.00
Law Library		56,734.20
Special Welfare		50,094.51
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,735.92
Cannery		(158,106.92)
WIB		10,051.75
Total	7,908,546.89	7,908,546.89

October 8, 2020

The Regular monthly meeting of the Industrial Development Authority of Russell County, Virginia was held on October 8, 2020 at 5:30 P.M. via conference call pursuant to the Russell County Emergency Ordinance of April 6, 2020.

MEMBERS

PRESENT: Ernie McFaddin, Chairman
Richard Lockridge, Vice Chairman
Carlton Elliott, Secretary
Roger Sword, Member
Tony Dodi, Member
John Stamper, Member
Donnie Christian, Member
Jarred Glass, Member

ABSENT: Scott Gilmer, Member

STAFF: Ben Chafin, Attorney

The Chairman called the meeting to order at 5:33 P.M.

Secretary called the roll and recorded the roll call.

APPROVAL OF MINUTES

Upon motion made by Tony Dodi, second by Donnie Christian and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the minutes of the September 10, 2020 Meeting.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass

Absent: S. Gilmer

Nay: None

FINANCIAL REPORT

Upon motion made by Donnie Christian, second by Jarred Glass, and duly approved by the Industrial Development Authority of Russell County, Virginia to approve the financial report and pay invoices presented.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass

Absent: S. Gilmer
Nay: None

PUBLIC/GUEST COMMENTS

No guest presentations.

ATTORNEY'S REPORT

The attorney reported project "Brown" is moving forward and the purchase of the building should be finalized within a week.

The attorney reported the IDA was able to get an extension on project "Trout"

CHAIRMAN'S REPORT

The chairman reported he has been asked for letters of support for VCEDA's seed capital grant program.

Upon motion made by Richard Lockridge, second by Donnie Christian, and duly approved by the Industrial Development Authority of Russell County, authorizing the chairman to prepare letters of support for the following VCEDA seed capital grant applicants; Jessica Whitt, The Play Hut and NXTGen Mobile Welding Services. The chairman is also authorized to sign all documents relating to these letters of support.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass

Absent: S. Gilmer

Nay: None

First Bank and Trust has asked the IDA to adopt a resolution for the sale of tax-exempt bonds for the VDH project funding.

Upon motion made by Donnie Christian, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, authorizing the chairman to execute a resolution authorizing the issuance and sale of bonds for the VDH project up to \$1,000,000.00. The chairman is authorized to sign all document relating to this project.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass

Absent: S. Gilmer
Nay: None

The chairman asked the board to adopt a resolution of support for VCEDA highlighting the benefit of their organization to our region. VCEDA has come under criticism from other organizations in the Commonwealth.

Upon motion made by Roger Sword, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, authorizing the chairman to prepare a Resolution of Support for the Virginia Coalfield Economic Development Authority. The chairman is also authorized to sign all document relating to this resolution.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass
Absent: S. Gilmer
Nay: None

CPRHA is asking VCEDA for funding toward the Villas on Main Project and CPRHA would like for the IDA to submit a letter of support.

Upon motion made by Richard Lockridge, second by Tony Dodi, and duly approved by the Industrial Development Authority of Russell County, authorizing the chairman to prepare a letter of support to VCEDA for CPRHA's Villas on Main Project. The chairman is authorized to sign all documents relating to this letter of support.

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass
Absent: S. Gilmer
Nay: None

Project "Build" is asking for the lot on Gray Farm Road to build a building. This will be discussed next month in closed session.

Baker Roofing has completed the roof on the Government Center.

The Health Department is now working on version 4 of the plans for the government center build-out.

The BOS approved funds to convert 10 Covid loans to grants.

The motel payments are paid through October, however there has been no communication with Jamie Oliver.

The Probation project is in the planning stages. The IDA has received 2 quotes on the project.

The Courthouse Project has received proposals from 3 companies.

Project "Jonah" is moving forward, and the 3 counties are working on the details of revenue sharing agreements.

Project "Grow" is now in harvest mode. The main crop has been good but some of the experimental crops did not do as well.

PUBLIC COMMENT

No public comment

ADJOURNMENT

Upon motion made by Donnie Christian, second by Richard Lockridge, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 6:44 PM

The Roll Call Vote was:

Aye: R. Lockridge, C. Elliott, T. Dodi, R. Sword, D. Christian, J. Stamper, J. Glass

Absent: S. Gilmer

Nay: None

Loretta Vance

From: vicki.porter@russellcountyva.us
Sent: Wednesday, November 18, 2020 9:00 AM
To: loretta.vance@russellcountyva.us
Subject: FW: Russell County Courthouse PPEA Interviews

From: Lonzo Lester <lonzo.lester@russellcountyva.us>
Sent: Friday, November 13, 2020 1:12 PM
To: 'Michael L. Moore' <m Moore@vacourts.gov>; kpatton@chafinlaw.com; Zack Stoots <zack@russellcountyca.com>; rebecca.dye@russellcountyva.us; steve.breeding@russellcountyva.us; tdodi@russell.k12.va.us; amcreynolds@vacourts.gov
Cc: vicki.porter@russellcountyva.us; Loretta Vance <loretta.vance@russellcountyva.us>
Subject: Russell County Courthouse PPEA Interviews

Courthouse Committee Members – Reminder.

Subject: Russell County Courthouse PPEA Interviews
When: Thursday, November 19, 2020 8:00 AM-12:30 PM (UTC-05:00) Eastern Time (US & Canada).
Where: Russell County Government Center, 137 Highland Circle, Lebanon, VA

Agenda:

8:00-8:10 AM: Committee Meeting
8:15-9:15 AM: Burwil/Moseley Interview
9:30-10:30 AM: J.A. Street/Silling Interview
10:45 AM-11:45 AM: Pray/Architectural Partners Interview
11:45 AM-12:15 PM: Deliberation and Selection by Committee

This message, including any attachments hereto, may contain privileged or confidential information and is sent solely for the attention and use of the intended addressee(s). If you are not an intended addressee, you may neither use this message nor copy or deliver it to anyone. In such case, you should immediately destroy this message and kindly notify the sender by reply email. Thank you.

*Lonzo Lester, MBA, CPC, VCO
Russell County Administrator
137 Highland Drive
Lebanon, Virginia 24266
276-889-8000 (Office)
276-880-4396 (Cell)*

276-889-8011 (Fax)

E-mail: Louzo.lester@russellcountyva.us

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MINUTES OF THE MONTHLY BOARD OF DIRECTORS' MEETING

MINUTES OF THE MONTHLY MEETING OF DIRECTORS of The Russell County Public Service Authority held at held at 137 Highland Drive Lebanon, VA 24266 on this 17th day of November 2020 at 6:00 PM.

1. The following members were present, constituting a quorum (4):
Carter McGlothlin, Chairman;
Cuba Porter, Vice Chairman
Donnie Christian, Treasurer;
Chris Dye;
Clifford Hess;
David Edmonds, Jr.;
Joe Huff; and
Rhonda Lester, Secretary.
2. Also present:
Harvey Hart;
James Baker, T&L;
Rita Baker, T&L; and
Katie Patton
3. All the directors of The Russell County Public Service Authority being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
4. Carter McGlothlin acted as Chairperson of the meeting and Rhonda Lester as Secretary of the meeting.
5. Harvey Hart opened the meeting with the Pledge of Allegiance followed by a prayer led by Donnie Christian.
6. Approve Agenda -
Motion to amend the agenda to add " Enter into (closed) executive session pursuant to Section 2.2-3712 (5) of the Code of Virginia to discuss legal matters pursuant to 3711(A)(3)(7)(8) of the Code of Virginia" regarding consolidation & restructuring of debt and Crossroads Engineering contract" to Old Business made by Chris Dye, seconded by Donnie Christian, and unanimously adopted.
7. Minutes of the last meeting dated October 20, 2020 were reviewed and, upon motion duly made by Donnie Christian, seconded by Clifford Hess were unanimously adopted as read.
8. Public Comments: None
9. Harvey Hart, Director, presented to the meeting:
 - Bank Activity and Account Balances Reports
 - Profit and Loss Reports
 - Outstanding Construction Receivables Report

- Systems Water Loss Reports

and upon motion made by Clifford Hess, seconded by Chris Dye, were unanimously adopted as presented.

10. Rita Baker with Thompson & Litton presented to the meeting the following project updates from October 20, 2020 to date:

- BELFAST PH II (RT. 603) – WATER LINE EXTENSION PROJECT:

Installed for this reporting period: 60 LF of 2-inch line, 847 LF of 1-inch line, 1,647 LF of ¾-inch line, and (14) Service Meters. A Progress/Management Team Meeting is scheduled for November 19, 2020 at 10:00 AM.

- LAKE BONAVENTURE PH II (FINCASTLE)

Installed for this reporting period: 195 LF of 8-inch line and 40 LF of road crossing for a total installed to date of 4,995 LF of 8-inch line, 50 LF of creek crossing, and 80 LF of road bore. Pressure testing and Bac T samples were also done this reporting period. VDH approved placing this line into service. Tie-in to new line was made.

- LAKE BONAVENTURE TO SOUTH CLINCHFIELD WSL-017-15

Installed for this reporting period: 2,545 LF of 8-inch line and 30 LF of road crossing.

11. Old Business to Discuss:

Motion made by Cuba Porter, seconded by Donnie Christian and duly approved by the Board of Directors to enter into (closed) executive session pursuant to Section 2.2-3712 (5) of the Code of Virginia to discuss legal matters pursuant to 3711(A)(3)(7)(8) of the Code of Virginia regarding consolidation & restructuring of debt and Crossroads Engineering contract.

Motion made by David Edmonds, Jr., seconded by Clifford Hess, and duly approved by the Board of Directors to return to regular session.

Pursuant to § 2.2-3712(D) of the Code of Virginia 1950, as amended each member of the Board of Directors 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 Directors.

Any member of the Board of Directors 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.

Clifford Hess – Yes
Chris Dye – Yes
Cuba Porter – Yes
Joe Huff – Yes
Donnie Christian - Yes
David Edmonds, Jr. – Yes
Carter McGlothlin – Yes

12. New Business to Discuss:

- . Carter McGlothlin, Chairman presented to the meeting and thereupon the following resolutions were offered.

IT WAS RESOLVED THAT:

- Motion to approve the Resolution of The Russell County Public Service Authority to fully commit to using resources to address issues that may arise regarding the acquisition of easements and rights-of-way in a lawful fashion as it relates to the consolidation of the Castlewood Water and Sewage Authority and the Russell County Public Service Authority, made by Donnie Christian, seconded by Clifford Hess, and duly adopted.

The vote was:

Yes: Clifford Hess, Chris Dye, Cuba Porter, Joe Huff, Donnie Christian, David Edmonds, Jr.

No: Carter McGlothlin

- Motion to approve employee Christmas Bonuses in the amount of \$500.00 each, made by Donnie Christian, seconded by David Edmonds, Jr, and unanimously adopted.

13. Matters presented by the Board: None

14. There being no further business to come before the meeting, a motion to adjourn at 7:38 PM and to reconvene at 4:00 PM at the Russell County Board of Supervisor's Meeting on December 9, 2020 was made by Donnie Christian, seconded by Clifford Hess, and duly approved by the Board of Directors.

Dated in the Commonwealth of Virginia on
the 17th day of November 2020.



(Signature)

Secretary Name: Rhonda Lester

**RESOLUTION OF THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY
TO FULLY COMMIT TO USING RESOURCES TO ADDRESS ISSUES THAT
MAY ARISE REGARDING THE ACQUISITION OF EASEMENTS AND
RIGHTS-OF-WAY IN A LAWFUL FASHION AS IT RELATES TO THE
CONSOLIDATION OF THE CASTLEWOOD WATER AND SEWAGE
AUTHORITY AND THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**

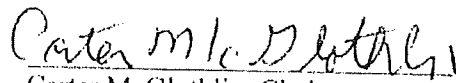
WHEREAS, at its regular meeting on November 17, 2020, the Russell County Public Service Authority Board discussed the acquisition of the assets of the Castlewood Water and Sewage Authority, more specifically interests in real property.

WHEREAS, the Russell County Public Service Authority Board understands that action may be necessary to lawfully establish easements and rights-of-way.


WHEREAS, the Russell County Public Service Authority Board understands that it may be necessary to use resources of the Board to lawfully establish easements and rights-of way.

NOW, THEREFORE, BE IT RESOLVED by the Russell County Public Service Authority Board to fully commit to the use of resources necessary to the establish easements and rights-of-way in a lawful fashion.

BE IT FURTHER RESOLVED that the Chairman of the Russell County Public Service Authority Board, Carter McGlothlin, is hereby authorized to sign this Resolution, and the Clerk, Rhonda Lester, is hereby authorized to attest to the Chairman's signature and to this Resolution.


Carter McGlothlin, Chairman
Russell County Public Service Authority

ATTEST:


Rhonda Lester, Clerk
Russell County Public Service Authority



November highlights

- Received notification of a successful Marketing Leverage Program grant application award of \$5,000 through Virginia Tourism Corporation. (Press release regarding this announcement is attached).
- Met with Commissioner Randy Williams and county administrator on an elected official recognition wall for the Government Center. Retired or deceased elected officials will turn in a photo and it will be framed and displayed. There has been a large interest in this idea from family members of past officials.
- Completed hanging several items from artists in the Russell County Artisan Gallery in the Government Center.
- Participated in meeting with Scotty Wampler, Economic Recovery Coordinator, Cumberland Plateau PDC.
- Had meeting with Russell County TAC on fundraising and holiday projects.
- Worked with TAC committee on getting fundraising items distributed.
- Continued to market Russell County Tourism on social media.
- Participate in CRVI meeting.
- Participated in Virginia Tourism Corporation industry meeting.
- Began working on items for new MLP grant.
- Working on final projects for WanderLove Grant.

Heather Powers
Russell County Tourism Coordinator

Russell County Receives Virginia Tourism Corporation Recovery Marketing Leverage Grant For Tourism Marketing

Russell County has received \$5,000 from the Virginia Tourism Corporation's (VTC) Recovery Marketing Leverage Program (RMLP), designed to help local and regional tourism entities attract more visitors by leveraging limited local marketing dollars through a local match of the state grants funds.

More than \$1.9 million in matching grant funds were awarded to 161 local tourism initiatives through this program. This funding cycle, local partners will provide more than \$5.6 million in-kind value to match the VTC grants. These grants will ultimately impact 483 statewide tourism entities.

Russell County will use the VTC Recovery Marketing Leverage grant funds to promote local tourist destinations from agritourism to local shopping. This will include print and social media that will reach numerous locations within target areas.

Russell County Tourism Coordinator Heather Powers said, "I am pleased to have been able to work closely with the Russell County Tourism Advisory Committee on this successful grant application," Further Powers noted, "Together, we will work to promote the county as we are hopeful to continue to be a popular destination with our outside adventure opportunities, especially beginning in the spring."

The COVID-19 pandemic has had a devastating impact on the tourism and hospitality industries in Virginia. As the Commonwealth slowly reopens for business, VTC offered these grant funds as a first step to re-entry into the marketplace to spur economic activity and future travel across the Commonwealth of Virginia.

"Tourism is a crucial section of the Virginia economy and when we invest in this industry, we support local job creation and drive regional economic growth, which is desperately needed now due to the pandemic," said Governor Ralph Northam. "These funds give localities and businesses access to critical marketing resources that will help bring more travelers to our Commonwealth, increase visitor spending, and grow demand for Virginia products."

Tourism is one of the Commonwealth's largest economic engines, with visitors to Russell County spending more than \$13.4 million in 2019, supporting 150 work opportunities and contributing \$858,730.00 in local and state tax revenue. The tourism and hospitality industries have also been among the hardest-hit by the pandemic, experiencing decreased revenue and job loss, along with the temporary closure of many tourism-related businesses. A revived tourism economy can help spur new economic activity and inject critical funds back into Virginia communities.

Visit Experience Russell at ExperienceRussell.com, on facebook @EperienceRussellCountyVA and Instagram at ExperinceRussellCountyVA

About Virginia Tourism Corporation

Virginia Tourism Corporation is the state agency charged with marketing the Commonwealth as a premier travel and film destination. In 2019, visitors to Virginia spent \$27 billion, which supported 237,000 work opportunities and contributed \$1.8 billion in state and local taxes. To learn more, visit virginia.org

Russell County Planning Commission

10/19/20

The Russell County Planning Commission met on Monday, October 19, 2020 in the Board of Supervisors' Meeting Room at the Russell County Government Center, 133, Highland Drive Lebanon VA.

Members Present

Jack Compton

Charlie Edmonds

Dustin Keith

John Mason

Chairman Kirby Meadows

Mark Mitchell

Vice Chair Andy Smith

Roger Sword

Wayne Young

Oris Christian

Members Absent

Others Present

Kevin Tiller Esq.

Lonzo Lester

Chairman Meadows called the meeting to order at 6:30 P.M. Invocation and Pledge of Allegiance given.

Motion by Charlie Edmonds, seconded by Oris Christian to approve the agenda. Motion carried.

Motion by Roger Sword, seconded by Oris Christian to approve minutes of 09/21/20 meeting. Motion carried.

Election

Vice Chair Andy Smith nominated Kirby Meadows for Chairman. Mark Mitchell made the motion that nominations cease and Kirby Meadows be elected by acclimation, motion carried.

Jack Compton nominated Andy Smith for Vice Chairman. Mark Mitchell made the motion that nominations cease and Andy Smith be elected by acclimation, motion carried.

Roger Sword nominated Mark Mitchell for secretary. Andy Smith made the motion that nominations cease and Mark Mitchell be elected by acclimation, motion carried.

New Business

Lonzo Lester presented request to amend the Comprehensive Plan. VDOT Projects #1 Century Farm Road, #2 U S Route 19 Northbound and Southbound lanes near Tiller Trailer Court. #3 U S Route 58 at Sundown Drive. (Details attached.) Motion made by Andy Smith seconded by Roger Sword to amend the Comprehensive Plan as requested, motion carried. Andy Smith requested that while involved with Project #2 that obstruction of view near old Elk Garden School be addressed as well.

Chairman Meadows opened discussion about the county Agent vacancy. Mr. Lester stated that the he and the Board of Supervisors had been dealing with the vacancy. Ms White ask for a ten percent raise to continue to serve as the Agent. Dustin Keith stated that it would be advantageous for the Agent to be in the County Assessor's Office. Kevin

Tiller ask if anyone in the Board of Supervisors office could be assigned the Agent's duties and possibly limiting the days of availability. Mr Lester that they were already short staffed unable to absorb any additional responsibilities. Roger Sword brought the fact that Ms White was already receiving \$1200.00 per year and to consider that in making a decision. Oris Christian stated that his son Donnie would consider the position, due to his qualifications and experience. Variiious other options were discussed. Motion made by Mark Mitchell, seconded by Andy Smith that Chairman Meadows appear before the Board of Supervisors at their November meeting and ask that the Board negotiate with Crystal White for a suitable stipend for the County Agent position, motion carried.

Lonzo Lester presented a plat for Pure Salmon VA LLC. After review Roger Sword moved, seconded by Jack Compton that the consolidation of the property was exempt from ordinance, motion carried.

Mr Lester also presented a plat for Richard and Tammy Perkins. After review Mark Mitchell made the motion seconded by Oris Christian that the conveyance to a family member was exempt, motion carried.

The plat previously presented for Linda Patrick with the 30 foot right of way was discussed. Motion by Jack Compton seconded by Oris Christian was exempt from ordinance, motion carried.

Motion by Andy Smith seconded by Dustin Keith that the plat for Kenneth and James Osborne property line adjustment was exempt from ordinance, motion carried.

Motion by Jack Compton seconded by Andy Smith that plat containing .7 Acres conveying land from Greg Farmer to Clinton and Joyce Farmer be approved, motion carried.

Motion by Mark Mitchell seconded by Dustin Keith that single division of land on State Route 673, Morning Star Circle of Dolphus and Brenda Murdock exempt from ordinance, motion carried.

Kevin Tiller presented plat for Peggy Williams and Meredith Neece expanding Meredith Neece property. Motion by Andy Smith seconded by Oris Christian that adjoining land owner exempt, motion carried.

Review of Plats

Reviewed 09/22/20 thru 10/19/20 transactions.

Other Business

Andy Smith discussed the possibility of making plats available electronically.

Chairman Meadows authorized Mark Mitchell to sign plats.

Dustin Keith informed the Planning Commission of land access seminar to be presented at an upcoming meeting by Austin Counts of Appalachian Voices. Mr Keith also brought up online access to tax maps. Mr. Lester responded to the actions taken by the Board of Supervisors.

Next Delinquent Tax Sale is Scheduled for November 10th at 11:00 A M at the Russell County Government Center.

Chairman Meadows ask that next month to schedule a joint public hearing with the Board of Supervisors in reference to the Comprehensive Plan. Chairman Meadows informed the Commission that he had akey to the building.

Motion to adjourn by Charlie Edmonds seconded by Dustin Keith. Motion carried.

Kirby Meadows

Kirby Meadows, Chairman

Attest:

Mark A. Mitchell

Mark A. Mitchell, Secretary

Russell County Planning Commission

August 18, 2020- September 21, 2020

- 1. Thomas Meade added .03 AC to Henry W. & Linda Meade (new acreage .59 AC) Remaining acreage 33.72 AC Adjoining Land Owner Porter Hollow RD**
- 2. Caleb & Tabatha Smith 4.09 AC on right of way divided off Remaining acreage is 20 AC Green Valley RD**
- 3. Riverbound Trout Farms LLC 11.09 AC & 18.91 AC to Pure Salmon LLC Remaining acreages are 37.35 AC & 30.93 AC US HWY 19**
- 4. Robert & Teresa J Mercer Boundary line adjustment, new acreages 7.447 AC & 1.211 AC Mountain RD**
- 5. Linda Crabtree 43.234 AC to be sold Remaining acreage .766 AC Hubbard Town RD**
- 6. James Milton .43 AC to Sharon Fogleman Remaining acreage 7.39 AC Adjoining Land Owner Deerfield DR**
- 7. Justin & Jessie Grizzle 2.076 AC to Brandon Bise Remaining acreage 8.924 AC Combs Valley RD**

RUSSELL COUNTY CONFERENCE CENTER

November 1, 2020

The following is a list of the Russell County Conference Center events for the month of November.

Date	Event	Event Type	Space
11/02/20	Russell County Board Of Supervisors Lonzo Lester	Community Event	Full Free \$125
11/04/20	Farm Bureau Board of Directors Meeting Bruce Warner	Individual Event	Quarter \$75
11/05/20	Southern States Board Meeting Allison Kiser	Individual Event	Quarter \$75
11/07/20	Phantom Feast Rodney Shortridge Canceled	Community Event	Full \$25
11/10/20	Treasure Office County Tax Sale Alicia McGlothlin	Community Event	Full Free \$125
11/13/20	Wedding Reception Karen Taylor Canceled	Individual Event	Full \$25
11/14/20	Wedding Reception Karen Taylor Canceled	Individual Event	Full \$25

11/15/20	Baby Shower Kim McFarlane	Individual Event	Full \$125
11/16/20	Mountain Movers Kevin Blankenship	Community Event	Full Free \$125
11/18/20	Russell County Farm Bureau Meeting Bruce Warner	Individual Event	Quarter \$75
11/26/20	Family Thanksgiving Dinner Rhonda Sword Canceled Due To Covid-19 Virus	Individual Event	Full \$0
11/28/20	Milton Family Thanksgiving Dinner Nancy McCoy Canceled Due To Covid-19 Virus	Individual Event	Full \$0

(Total: \$800.00)

- **\$375.00**

Final Total = \$ 425.00

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT THE BONANZA RESTAURANT IN LEBANON VIRGINIA ON NOVEMBER 10TH 2020

MEMBERS & GUEST PRESENT

EUGENE FERGUSON Linda Cross Mike O'Quinn Gary Dotson HENRY STINSON
BARBARA COX TIM LOVELACE CARL HREA

)

GUARD RAILS

1-GUARD RAILS REPLACED AS DAMAGED

2-RT 58E JUST BEYOND QUARRY ROAD A SECTION OF GURAD RAIL DAMAGED FROM A FALLEN TREE

3-RT 657 NEEDS GUARD RAIL REPLACED 1/8 MILE SOUTH OF RT. 658 FIRST BRICK HOUSE ON THE LEFT CAUSED BY A WRECK

SHOULDER REPAIR AND POT HOLE

1-Rt 613/58 just off Rt. 58 at parking lot ASPHALT has broken off causing vehicle problems. Gravel has been pulled up against pavement. WILL PAVE IN THE SPRING
2Rt 19S/949 needs signs warning of an intersection or/and watch vehicle turn.

GIVEN TO BRISTOL DEPT. TRAFFIC

3-135 BRIDGE ST.HONAKER ON THE RUSSELL COUNTY SIDE A PIPE STOPPED UP AND WASHING ONTO THE SWORDS CREEK HIGHWAY

4-Rt 620 one mile up out of Finney pavement broken off needs pipe and filled

5- All, back roads need grass cut for VISIBILITY RT 846 MARVIN HESS RD BRUSH COMING OUT INTO ROADWAY Rt.695 TROUT POND ,615 IN THE MUD HOLE AREA AND 683 DIFFERENT AREA'S NEED WEEDS cut also on rt. 67 swords creek at the blinking light near the school

6-Rt, 615 near 870 intersection tree hanging over the wall. REQUEST GUARD RAIL TO BE INSTALLED WHICH WOULD PREVENT WRECKS INTO THE CREEK **-talked to road crew to remove TREE**

7-FLETCHER LN. NEED LARGER GRAVEL INSTALLED PAST THE SINGLE LANE BRIDGE TO THE LAST TRAILER ON THE RIGHT

8-Rt 615 Back Valley cracker neck area dips IN THE ROAD has been patched will fix better in the spring

9-RT 82 EAST OF MTN. ROAD RUFF AREA IN RIGHT LANE BELOW CLATTERBUCK PAVING

10RT. 682 DEAD TREES HANGING OVER THE ROAD HALF MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEED TO BE REMOVED - **will put on schedule to remove**

11- Rt. 600 Wilder Hollow large pot hole near the POND 400YDS. FROM THE
DICKENSON COUNTY LINE

12-RT 71N COMING ONTO 58E A LARGE SINK HOLE IN THE MEDIA RAMP

13-Rt 665 past the ball park road falling in just pass 600 intersection WILL MONITOR

14-RT. 662 OFF RT 82 NEEDS BRUSH CUT AND SHOULDER WORK. WILL SCHEDULE LABOR FOR
BRUSH TO BE CUT

SCHOOL BUS SAFETY AND OTHER CONCERNS

1- Rt.19 N / RT 80 INTERSECTION LINES NOT VISIBLE FOR TRAFFIC LANES-**HANDLED IN BRISTOL**

2-Rt 71N request speed limit signs need to be moved back near Fincastle Subdivision to slow down oncoming traffic **LOOKING TO INSTALL CAUTION TRAFFIC ENTERING HIGHWAY**

3-Rt 80 Blackford Bridge ruff possibility dropping down GETTING WORSE-**BRIDGE CREW MADE AWARE WILL PASS ON TO BRISTOL**

4-Rt. 816 & 819 road narrow need delineator's installed **WILL GIVE TO SIGN CREW FOR EVALUATION**

5-RT. 609 HIGH POINT ROAD NEEDS SPEED LIMIT SIGNS INSTALLED

6-RT. 19 NORTH NEAR GASFIELD SERVICES NEED CAUTION VEHICLE ENTERING HIGHWAY SIGN

7-RT 640 CLIFTON FARM RD. SCHOOL BUS AND VDOT SIGNS TORN DOWN

ITEMS REPORTED CORRECTED

1-RT. 616 CHANEY CR. ROAD BREKING OFF IN A SHARP CURVE NEAR THE TOP HAS BEEN PATCHED

2- RT 615 BIG POT HOLE NEAR MOSS THREE PREP

3-RT 628 BOOTY TWO LARGE POT HOLE NEAR THE TOP OF THE HILL

4-RT 601 SKEENS FORK SANDY RIDGE ROAD WASHOUT CAUSING ROAD TO BREAK OFF

5-RT 604 MOLLS CR. SEVERAL LARGE POT HOLES BETWEEN THE 35 MILE SPEED LIMIT SIGN WHICH BEGIN NEAR THE CHURCH AND PROCEED UP THE CREEK

6-RT 661 ARTRIP BRIDGE WASHOUT NEAR THE ENTERANCE ONTO THE BRIDGE

7-ARTRIP SWINGING BRIDGE HAS A TREE CAUGHT ON IT FROM FLOODING WATER

FUTURE MAJOR SAFETY PROJECT

1-RT 627 DANTE SAWMILL HOLLOW CURVE NEEDS WIDENED AT THE UPPER END NEAR THE BALLFIELD and also the one lane road near the R.R tracks TO HANDLE ANTICIPATED HEAVY TRAFFIC TO A CAMP SITE. COUNTY WORKING WITH VDOT A RIGHT OF WAY PROBLEM

2-58W CASTLEWOOD AT THE TRAFFIC LIGHTS ROAD HOOVES UP THAT COULD CAUSE A POTENTIAL HAZARD CONDITION. PAVING SCHEDULED IN 2021 WILL BE FIXED THE

3-Rt. 71s / 604 Molls Creek INTERSECTION needs bank scaled back for visibility instead a stop bar will be installed and brush to be kept trimmed –**WILL KEEP BANK SCALED BACK**

4-Rt. 80 from the doubles to Rt. 19 needs a passing lane installed

5-Rt. 645 New Garden Road water undercutting road one mile East of Nash’s Ford Bridge GETTING WORSE

6-Rt. 19N ramp onto Rt. 80at Elk Garden School is ruff and tilted **IN THE WORKS**

UNDER LINED AND BOLDED COMMENTS WERE REPORTED FROM HENRY KINCER

COMMISSION MEMBER INFORMATION

Barbara COX	971 1502	JOHNNY JESSEE	889 1563
LINDA CROSS	794 7618	TIM LOVELACE	971 0367
GARY DOTSON	7 62 9803	TONY MAXFIELD	254 2492
EUGENE FERGUSON	210 8504	MIKE O’QUINN	701 7086
CARL RHEA	2543810	HENRY STINSON	873 4905
HENRY KINCER	889 7601		

NEXT MEETING WILL BE DECEMBER 8TH 2020 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICIPATION

SAFETY IS A COMMITMENT!!!!!!!!!!!!!!PREPARED BY GARY DOTSON

Cannery Revenue Report FY 2020/2021

Castlewood

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	17	7	\$ 375.06	\$ 156.81	0	928	\$ 218.25	0	648
August	25	16	\$ 970.85	\$ 346.60	0	1900	\$ 624.25	0	1745
September	16	12	\$ 879.25	\$ 248.85	0	1333	\$ 630.40	0	1780
October	11	17	\$ 774.05	\$ 258.65	0	1573	\$ 515.40	0	1691
November									
December									
January									
Total	69	52	\$ 2,999.21	\$ 1,010.91	0	5734	\$ 1,988.30	0	5864

Honaker

Month	Resident Customers	OutofCounty Customers	Combined Revenues	Resident Customers	Cans Used	Glass Jars	Non-Resident Customers	Cans Used	Glass Jars
July	11	1	\$ 130.70	\$ 83.95	0	586	\$ 46.75	0	143
August	35	2	\$ 402.10	\$ 349.50	0	1823	\$ 52.60	0	140
September	18	5	\$ 318.20	\$ 196.10	0	1071	\$ 122.10	0	327
October	15	7	\$ 386.00	\$ 162.55	0	846	\$ 223.45	0	455
November									
December									
January									
Total	79	15	\$ 1,237.00	\$ 792.10	0	4326	\$ 444.90	0	1065

Season Totals			Combined Revenues \$ 4,236.21	Total Resident \$ 1,803.01	Total Cans 0	Total Jars 10060	Total Non-Resident \$ 2,433.20	Total Cans 0	Total Jars 6929
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Total Cans : 0 Total Glass Jars: 16,989

Dilapidated Structure and Litter Reported Sites

Address	Property Owner	Tax Map I.d.	Comments
4478 Red Oak Ridge Rd.Castlewood, VA 24224	Warren & Lesha Kiser	158 R SB 1831	08/31/2020: Building Official has made contact with Russell Co. Litter Officer to arrange a site visit.--10/26/2020: Proceed with legal action if R.C.B.O. recommends it. 11/30/2020:Proceed with legal action if R.C.B.O. recommends it.
4982 Mew Rd. Castlewood, VA 24224	James D. Ratliff	156 L IA 336	10/26/2020: Has not yet been observed by R.C.B.D. 11/30/2020:Has not yet been observed by R.C.B.D.
2625 Banner St. Paul, VA 24283	St. Beecher Mays & Brenda Hammons c/o Connie Jessee	157 L IB 3294	10/26/2020: Has not yet been observed by R.C.B.D. 11/30/2020 Has not yet been observed by R.C.B.D.
106 Talbert St. Castlewood, VA 24224			10/26/2020: Forward to Russell County Sheriffs office for enforcement. 11/30/2020: Forward to Russell County Sheriffs office for enforcement.
Winchester Hotel			10/26/2020: Need to do further site visits R.C.B.D. 11/30/2020: Need to do further site visits R.C.B.D.
Washers and Dryers--Sun			10/26/2020: Forward to Russell County Sheriffs office for enforcement. 11/30/2020: Forward to Russell County Sheriffs office for enforcement.

Animal Shelter Report
November 2020

Animal control answered 170 calls
19 dogs reclaimed
5 dogs adopted
44 dogs transferred to rescue

Library Board of Trustees Meeting



Members Present			Members Absent
Judy Ashbrook	Yvonne Dye*	Ann Monk	
Susan Breeding	Karen Herndon	Sharon Sargent	
Karen Davis	Sherry Lyttle	Sharon Van Dyke	

Chair Karen Herndon called the meeting to order 20 October 2020 at 5:00 pm.

Minutes: Sharon Van Dyke made and Judy Ashbrook seconded a motion to approve the September minutes as distributed; motion passed.

Communications:

Financial: Sharon Sargent made and Ann Monk seconded a motion to approve the bills; motion passed.

Staff Reports: Kelly McBride Delph reviewed the Programs and Director’s Reports.

Unfinished Business:

New Business: Susan Breeding made and Judy seconded a motion to approve the revised budget including IMLS/CARES funding; motion passed.

Susan moved that the Board go into closed session pursuant to Section 2.2-3711(A)(1) of the *Code of Virginia* for the purpose of an employee personnel matter.

Sharon VanDyke made and Sherry Lyttle seconded a motion to exit the closed session; motion passed.

Susan moved that the Board certify that to the best of each members knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session and Karen Davis seconded the motion; motion passed. Roll Call vote: Judy, aye; Susan, aye; Karen Davis, aye; Sherry, aye; Karen Herndon, aye; Ann Monk, aye; Sharon VanDyke, aye; Sharon Sargent, aye.

Review and Summary:

Sharon Sargent made and Ann seconded a motion to adjourn.

Respectfully submitted, Kelly McBride Delph

*Yvonne Dye left before the meeting concluded.

Russell County Public Library Revenue Report 2020 - 2021

INCOME	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD TOTALS
Late Charges	18.40	77.40	34.90	69.20									199.90
B/W Copies	155.28	218.80	326.40	197.55									898.03
Color Copies	132.05	85.75	101.25	22.25									341.30
Fax	113.10	48.80	42.80	85.30									290.00
Lost/Damaged	3.75	25.00	111.00	0.00									139.75
FOL Donations	12.95	7.85	113.15	107.00									240.95
Misc.	5.00	11.00	5.00	8.20									29.20
Mtg Room	0.00	0.00	0.00	0.00									0.00
ILL	0.00	0.00	0.00	0.00									0.00
Cardstock	2.00	0.00	2.00	0.00									4.00
Service Charge	15.00	12.00	12.00	10.00									49.00
Total (Less FOL)	\$444.58	\$478.75	\$635.35	\$392.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,951.18

PETTY CASH EXPENDITURES	July	August	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD SPENDING
Materials	0.00	0.00	0.00	0.00									0.00
Food	0.00	0.00	0.00	0.00									0.00
Miscellaneous	0.00	0.00	0.00	79.86									79.86
Postage	43.40	16.81	7.40	8.40									76.01
Programs	13.66	0.00	0.00	0.00									13.66
Deposit	387.52	461.94	627.95	304.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1,781.65

Deposit Goal	\$4,500
Percent to Goal	39.59%

FY 2021 Revenue	<i>10/9/2020</i>
Fines & Fees - 001	\$ 1,749.06
Donations - 006	\$ 1,095.00
Towns - 011 (Leb)	\$ 3,500.00
Towns - 011 (Hon)	\$ 2,000.00
	<u>\$ 8,344.06</u>
E-rate	\$ 2,015.04
<i>Mast Trust CD</i>	\$ 25,505.64

LBRFEE
LBRDON
LSFTOW
LSFTOW

**Programs Report
October 2020**

Date	Location	Program	Adults	Youth	Children	Total
10/7/2020	Lebanon	Facebook Storytime			1-minute video views:	4
10/7/2020	Lebanon	Book Club	2	0	0	2
10/14/2020	Lebanon	Facebook Storytime			1-minute video views:	5
10/21/2020	Lebanon	Facebook Storytime			1-minute video views:	2
10/26/2020	Lebanon	Family History Q & A	0	0	0	0
10/28/2020	Lebanon	Facebook Storytime			1-minute video views:	14

Total	Lebanon	6 Programs		2	0	0	27
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Honaker Programs

Date	Location	Program	Adults	Youth	Children	Total
	Lebanon	6 Programs	2	0	0	27
	Honaker	0 Programs	0	0	0	0
Total	RCPL	6 Programs	2	0	0	27

**RCPL Monthly Activity Report
Lebanon Branch**

	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Circulation Stats														
Adult Fiction	456	488	417	394									1,755	2,013
Adult Non-Fiction	121	122	145	147									535	739
Large Print Fiction	109	151	125	122									507	578
Large Print Non-Fiction	1	0	3	1									5	37
Paperbacks	1	10	10	2									23	40
Parent Resource	0	0	1	1									2	0
Reference	0	0	0	0									0	5
Local History	32	90	26	30									178	336
Interlibrary Loan	1	0	1	0									2	0
Books-By-Mail	1	1	0	6									8	71
Storage	N/A	N/A	2	0									2	N/A
Book CDs	8	19	25	36									88	72
Digital Books	0	0	0	0									0	4
Electronic Resources	1	1	1	0									3	12
Downloadable Books*	329	293	313	249									1,184	1,158
Downloadable Music*	109	105	92	80									386	333
Music CDs	7	6	9	11									33	154
DVDs	96	134	157	175									562	1,216
Blu-Rays	48	65	35	65									213	704
Equipment	0	0	0	0									0	0
Periodicals	46	60	25	49									180	191
Juvenile Easy	78	101	155	209									543	896
Juvenile Fiction	113	115	105	110									443	405
Juvenile Non-Fiction	82	42	31	36									191	303
Young Adult Fiction	18	25	23	38									104	179
Young Adult Non-Fiction	0	1	1	0									2	5
Total	1,657	1,829	1,702	1,761	0	0	0	0	0	0	0	0	6,949	9,451
	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Holds Processed	192	126	194	210									722	397
Overdue Notices	0	0	0	0									0	104
Overdue Notices via E-mail	0	1	0	0									1	9
Fine Notices	0	0	0	0									0	36
Patron Count	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Average Daily Visits	76	56	71	70									68	134
Total Visits	1,906	1,453	1,763	1,807									6,929	10,147
Patrons Added	14	16	3,719	3600									7349	100
Technology Usage	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Public Computers	228	212	236	243									919	1,375
Wireless Computers	368	323	330	357									1,378	980
Home Page Hits	2,053	1,939	2,168	3,297									2,053	6,941

The meeting room had 0 appointments with 0 attendance.
The library was open 26 days.

**RCPL Monthly Activity Report
Honaker Branch**

	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Circulation Stats														
Adult Fiction	62	63	58	69									252	340
Adult Non-Fiction	11	10	1	7									29	72
Large Print Fiction	19	11	19	30									79	229
Large Print Non-Fiction	0	3	2	0									5	0
Paperbacks	0	0	3	0									3	64
Parent Resource	0	0	0	0									0	0
Reference	0	0	0	0									0	4
Local History	0	0	0	0									0	76
Interlibrary Loan	0	0	0	0									0	0
Books-By-Mail	0	0	0	0									0	0
Book CDs	2	2	2	0									6	5
Digital Books	0	0	0	0									0	0
Electronic Resource	0	0	0	0									0	4
Music CDs	1	6	8	0									15	30
DVDs	37	36	31	37									141	383
Periodicals	0	2	0	0									2	3
Juvenile Easy	1	2	2	22									27	461
Juvenile Fiction	10	2	10	20									42	371
Juvenile Non-Fiction	3	4	0	3									10	42
Young Adult Fiction	3	2	4	0									9	87
Young Adult Non-Fiction	0	0	0	0									0	2
Total	149	143	140	188									620	2173
	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Holds Processed	43	21	33	26									123	108
Overdue Notices	0	0	0	0									0	17
Overdue Notices via E-mail	0	0	0	0									0	0
Fine Notices	0	0	0	0									0	35
Patron Count	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Average Daily Visits	11	8	7	7									8	30
Total Visits	154	139	95	117									505	1589
Patrons Added	0	2	8	3									13	23
Technology Usage	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YTD '20-'21	YTD '19-'20
Public Computers	29	23	40	35									127	236
Wireless	180	145	164	177									489	267

The meeting room had 0 appointments with 0 attendance.
The library was open 16 days.

**RCPL Director's Update
November 2020**



Physical Plant Disinfecting sprayer in use weekly

Lebanon: Lockers still not installed

Honaker: Shingles off garage; structural integrity of basement piers!

Budget

No Fines assessed this fiscal year

Policies

Disaster Planning for Virginia Libraries Project (LVA CARE\$) community resiliency

MOU: Family Nutrition Program

Collections

Local History webpage renewed with digital collections

Staff

Brooke Fetty & Jamie Rexrode: Circulation Assistants; Belinda Levy: HCL Branch Mgr etc.
Jewel absent due to inhalation of sanitizing chemicals; workman's comp application made

Programs & Services

Generic library cards for all k12 students >3600!

Story Walks both Honaker & Lebanon

Family History Month Virtual October program

NEA Big Read Apr 2021 as partner with Lonesome Pine Regional Lib – *A Wizard of Earthsea*

Technology

New TLC server arrives

Care\$ purchases introduced this month

Facebook	Likes	Engaged Users	Posts
September	1068	332	27
October	1070	417	33

Friends

Christmas Raffle Baskets from both Friends groups; buy your tickets at the board meeting!

Trustees

CUMBERLAND PLATEAU RWMA:
Mr. Toby F. Edwards, Executive Director
BUCHANAN COUNTY:
Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:
Mr. Damon Rasnick
Mr. Ronald Peters
RUSSELL COUNTY:
Mr. Carl Rhea
Mr. Tim Lovelace

Agenda

I. November 18, 2020 CPRWMA Board of Directors Roll Call for Quorum.

- II. a) Approval of Minutes of the October 21, 2020 meeting.....1
Motion: _____ Seconded: _____

III. Administrative Business

- a) Review CPRWMA Waste Stream Report October 2020.....6
b) Approval of the Treasurer's Report for the month of October 2020.....14
c) CPRWMA Attorney's Report for October 2020.....Report
d) Litter and Recycling Report.....Toby

IV. Old Business

- Letter to WV Tire Disposal.....Cream Sheet
Motion: _____ Seconded: _____

V. New Business

- a) Dickenson County Tire Machine.....Toby
Motion: _____ Seconded: _____
b)

VI. Correspondence

- a) Permit updates for Buchanan County Transfer Station.....Attachments
b) Virginia DEQ Transfer Station Permits Financial Assurance Report.....Attachments
c) Letter from Bud Phillips on Probation and Community Program.....Attachment

VII. Adjournment and Next Meeting.

Chair or Vice Chair conducting the meeting: _____
Motion: _____ Seconded: _____
Minutes submitted by: Tim Lovelace and Sandra Honaker

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com



CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

**Cumberland Plateau Regional Waste Management Authority
Monthly Board Meeting Minutes
October 21, 2020**

Members Present:

Jeff Cooper, Vice-Chairman
Carl Rhea
Tim Lovelace
Ronald E Peters
Damon Rasnick (by phone)

Others Present:

Toby Edwards, Director
R.J. Thornbury, Legal Counsel
Saundra Honaker, Finance Officer
Danny Davis, Buchanan Co.

CALL TO ORDER: Vice-Chairman, Jeff Cooper, called the October 21, 2020, meeting of the Board of Directors to order at 5:11 PM. The meeting was held in Lebanon, VA at the Bonanza Restaurant.

QUORUM: A quorum of those physically in attendance was established.

ELECTRONIC PARTICIPATION: Pursuant to Code of Virginia Section 2.2-3708.2, upon notice provided, Chairman Damon Rasnick, participated by phone from Dickenson County, Virginia, as he could not attend physically due to a temporary medical disability. As Vice Chair, Jeff Cooper presided over the meeting.

A motion was made by Tim Lovelace and seconded by Ron Peters to allow Damon Rasnick to participate via phone from home due to medical disability. Motion was ratified, voting as follows:

Damon Rasnick – Aye	Carl Rhea – Aye ✓
Tim Lovelace – Aye	Jeff Cooper – Aye
Ron Peters – Aye	

A motion was made by Carl Rhea and seconded by Ron Peters to amend the Agenda to include correction to Treasurer’s Report and Health Insurance renewal. Motion was ratified, voting as follows:

**137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvumet.net
www.cprwma.com**



Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

APPROVAL OF MINUTES: The minutes of the September 17, 2020 monthly Board Meeting of the Board of Directors were presented for consideration. A motion was made by Tim Lovelace to approve the minutes and seconded by Carl Rhea. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

ADMINISTRATIVE BUSINESS

WASTE STREAM REPORTS – September: Toby Edwards reported that Buchanan and Dickenson tonnage increased, and Russell County has decreased a little.

TREASURER’S REPORT: Tim Lovelace presented the CPRWMA Treasurer’s Report for the month of September 2020, reporting the total in the bank was \$486,262.33 at the end of September. The CPA overstated the overage amount for the fiscal year ending 2018 in the amount of \$6,910.00 and understated in the amount of \$92.00 for the fiscal year ending 2019. The CPA corrected those errors and reported them to the Authority. Based on the corrections, Ron Peters made a motion to move \$6,910 from the capital fund back into the general fund and to move \$92 into the capital fund. Motion was seconded by Carl Rhea. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

A motion was made by Ron Peters to approve the finance report as presented and seconded by Tim Lovelace. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

CPRWMA ATTORNEY’S REPORT FOR SEPTEMBER 2020: Rebecca Thornbury reported that the User Agreement and Manpower Agreement Addendum have been approved by the member counties.

LITTER AND RECYCLING REPORT: Buchanan County dump clean-up has been scheduled for December 9th. Dickenson and Russell will wait until Spring to have their clean-up. Motion made by Carl Rhea and seconded by Ron Peters to accept the report as presented. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

OLD BUSINESS

2018 and 2019 AUDITS: The CPA noted corrections for misstated overage amounts for fiscal years 2018 and 2019. By motion and vote of the Board as noted above, the general fund amount and capital outlay now reflect the corrections.

NEW BUSINESS

401k PROGRAM AND AUTHORIZATION; Sandra Honaker stated that we had been informed by that no one is serving as administrator for the retirement plan due to a change in board members. Sandra read the Service Agreement requesting an appointment of an administrator and alternate. A motion was made by Ron Peters and seconded by Tim Lovelace to adopt the resolution to appoint Sandra Honaker as administrator and Damon Rasnick as alternate. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

Also, she stated that the Board had previously approved paying the retirement management fee (that is being withheld from Toby's retirement account). However, because of the way that retirement funds are controlled, it is not possible to pay the fees directly. The only way to cover these charges would be to increase his retirement contribution one (1) percent (from 7% to 8%). A motion was made by Tim Lovelace and seconded by Carl Rhea to increase the 401k contribution for Toby Edwards from 7% to 8%. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace– Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

HEALTH INSURANCE RENEWAL: Toby's health insurance is due to renew on January 1, 2021. A letter was presented from McFaddin & Associates stating the renewal quote is \$714.18 which is \$83.01 less from the prior year. A motion was made by Ron Peters and seconded by Carl Rhea to accept the proposed new health insurance renewal. Motion was ratified, voting as follows:

Damon Rasnick – Aye

Carl Rhea – Aye

Tim Lovelace– Aye

Jeff Cooper – Aye

Ron Peters – Aye

CORRESPONDENCE

PERMIT UPDATES FOR DICKENSON AND RUSSELL TRANSFER STATIONS:

The main updates are new employees and certifications.

BUCHANAN AND RUSSELL BOS LETTERS TIRE MACHINE AND LEFT OVER

FUNDS: Russell tire machine should be up and running by next week. Toby will work with legal team to develop a waiver of indemnification. They will present this at the next meeting. West Virginia Tire is not picking up tires from the transfer stations, creating an accumulation of tires and hardships. A motion was made by Ron Peters and seconded by Carl Rhea to direct Toby Edwards to develop a letter to be sent to WV Tire explaining the hardships the counties are having when they do not pick up the tires. Motion was ratified, voting as follows:

Damon Rasnick – Aye

Carl Rhea – Aye

Tim Lovelace– Aye

Jeff Cooper – Aye

Ron Peters – Aye

SIGNED USERS AGREEMENT WITH BUCHANAN, DICKENSON AND RUSSELL:

Signed User Agreements are enclosed in agenda packets for board members to have for their records.

ADJOURNMENT AND NEXT MEETING: A motion was made by Ron Peters and seconded by Tim Lovelace to hold the next meeting on Wednesday, November 18th at 5:00 PM at the Bonanza Restaurant and spouses are invited since this will be the Thanksgiving meeting. Motion was ratified, voting as follows:

Damon Rasnick – Aye

Carl Rhea – Aye

Tim Lovelace– Aye

Jeff Cooper – Aye

Ron Peters – Aye

A motion was made by Ron Peters and seconded by Tim Lovelace to adjourn meeting at 6:08 PM. Motion was ratified, voting as follows:

Damon Rasnick – Aye
Tim Lovelace – Aye
Ron Peters – Aye

Carl Rhea – Aye
Jeff Cooper – Aye

Secretary/Treasurer

Date

Cumberland Plateau Regional Waste Management Authority

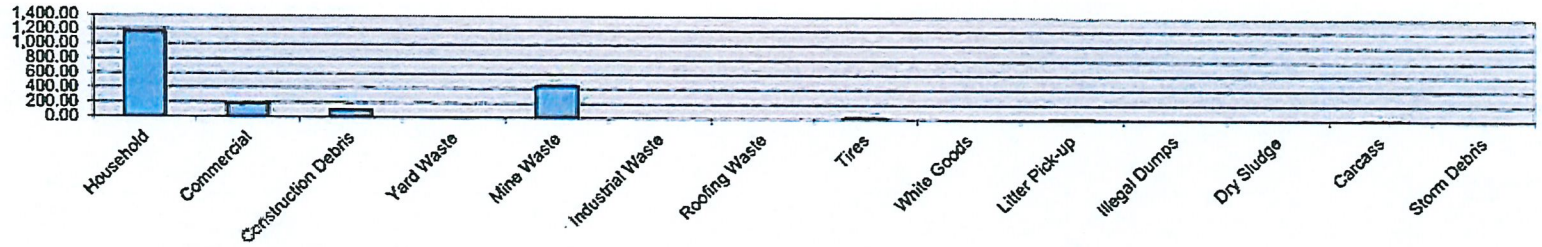
Russell County														
Waste Material(s)	Dec 19- Jan 2020	Jan 2020-Feb 2021	Feb 2020-March 2020	March 2020-April 2020	April 2020-May 2020	May 2020-June 2020	June 2020-July 2020	July 2020-Aug 2020	Aug 2020-Sept 2020	Sept 2020-Oct 2020	Oct 2020-Nov 2020	Nov 2020-Dec 2020	Totals from all Columns	Average (Per Month) Tonnage
Household	1,304.73	1,079.57	1,056.38	1,643.68	1,708.42	1,527.59	1,503.05	1,415.30	1,493.10	1,398.05	1,200.01	0.00	15,329.88	
Commercial	106.15	91.05	118.33	125.08	149.18	109.65	327.97	152.23	105.08	122.58	109.47	0.00	1,516.77	
Construction														
Debris	71.66	93.28	90.06	78.75	98.57	121.90	96.82	109.94	84.00	70.71	52.93	0.00	968.62	
Yard/Ash Waste	34.55	62.24	32.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	129.62	
Mine Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Industrial Waste	19.34	69.71	27.63	28.14	28.54	62.94	39.08	28.64	40.43	30.61	35.20	0.00	410.26	
Roofing Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tires	21.91	11.83	7.88	14.23	11.63	9.58	35.72	66.81	21.93	20.32	14.12	0.00	235.96	
White Goods	17.92	0.00	0.00	0.00	10.99	0.09	0.00	2.60	19.03	0.00	2.11	0.00	52.74	
Pallates	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Contaminated														
Recycle	0.00	7.10	0.00	0.00	0.00	0.00	0.00	0.45	0.21	0.16	7.73	0.00	15.65	
Illegal Dumpsite	9.82	3.91	11.38	0.26	0.00	0.22	0.75	3.45	13.13	4.89	0.00	0.00	47.81	
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Carcass	0.10	0.11	1.16	1.87	0.71	0.03	0.96	0.46	1.53	3.21	1.69	0.00	11.83	
Totals	1,586.18	1,418.80	1,345.65	1,892.01	2,008.04	1,832.00	2,004.35	1,779.88	1,778.44	1,650.53	1,423.26	0.00	18,719.14	1559.93
Town of Lebanon	333.64			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
Town of Honaker	40.85											0.00		
Town of Cleveland	10.34			0.00		0.00	0.00		0.00	0.00	0.00	0.00		
												Total FY 2019-2020	49,879.98	

Cumberland Plateau Waste Stream Analysis Report

Buchanan County Waste Stream Analysis																
Period: October 16th, 2020 to November 15, 2020																
Name of Waste Material	This Month (Tons)	Last Month (Tons)	2019 (Tons)	2018 (Tons)	2017 (Tons)	2016 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	1,159.52	1,135.88	1,079.97	1,137.34	1,200.53	1,065.88	1,170.25	1,042.72	1,075.45	1,136.67	1,115.86	1,051.54	1,107.94	1,116.93	1,181.81	1,337.49
Commercial	177.38	269.73	114.03	136.83	84.85	101.47	123.40	131.13	216.04	320.40	298.59	161.39	115.94	115.82	133.77	94.50
Construction																
Debris	100.99	67.59	85.57	44.88	22.21	15.14	21.74	27.06	31.83	23.79	27.99	55.02	16.31	45.22	51.53	127.32
Yard Waste	2.78	0.00	1.81	34.48	0.10	0.00	4.83	0.97	0.00	0.00	40.36	41.91	0.00	0.00	0.00	1.39
Mine Waste	440.31	391.74	398.08	357.91	341.43	10.11	78.74	247.81	361.34	246.72	441.92	301.82	138.06	182.57	29.82	169.04
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.00	0.00	1.39	8.43	11.56	18.23	3.10	1.81	8.42	0.00	0.00	0.00	4.38	13.47
Tires	19.23	13.83	20.29	3.44	7.98	2.08	4.82	8.46	14.93	20.41	47.76	80.53	11.64	25.93	36.09	21.52
White Goods	0.00	0.00	3.09	5.74	0.00	0.00	0.00	0.00	0.00	0.61	0.00	0.00	0.00	0.00	0.55	26.41
Litter Pick-up	12.41	19.20	1.26	2.54	4.20	5.69	5.21	8.29	9.23	4.34	12.30	7.86	10.08	7.59	6.37	6.24
Illegal Dumps	0.00	0.00	0.00	0.00	0.25	1.15	0.00	0.00	1.01	10.88	0.00	0.00	0.00	0.00	4.09	12.53
Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.47	1.23	0.97	2.12	1.38	0.56	1.09	0.38	0.25	0.61	0.24	0.43	0.16	0.29	0.40	0.00
Storm Debris	0.00	34.69	2.02	0.00	0.52	3.94	10.16	2.83	0.18	18.86	0.00	0.00	0.00	0.00	0.00	0.00
	1,913.09	1,933.89	1,707.09	1,725.28	1,664.84	1,214.45	1,431.80	1,487.88	1,713.36	1,785.10	1,993.44	1,700.50	1,400.13	1,494.35	1,446.81	1,808.91

2

Buchanan County Waste Stream Analysis (This Month)



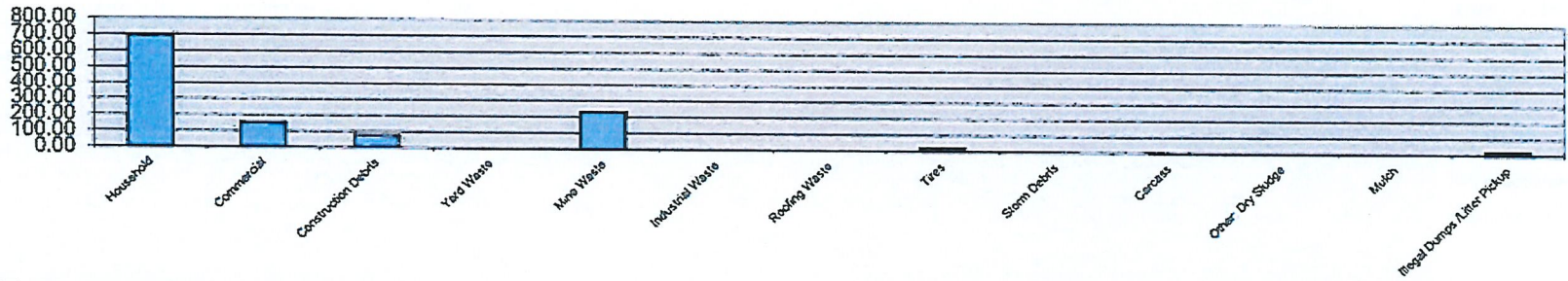
Total Tonnage includes the following towns:
 Grundy 0

Cumberland Plateau Waste Stream Analysis Report

Dickenson County Waste Stream Analysis
 Period: October 16th, 2020 to November 15, 2020

Name of Waste Material	This Month (Tons)	Last Month (Tons)	2010 (Tons)	2016 (Tons)	2017 (Tons)	2018 (Tons)	2015 (Tons)	2014 (Tons)	2013 (Tons)	2012 (Tons)	2011 (Tons)	2010 (Tons)	2009 (Tons)	2008 (Tons)	2007 (Tons)	2006 (Tons)
Household	692.61	646.53	648.58	619.09	627.49	577.06	582.15	593.92	617.81	637.74	659.74	674.32	655.22	660.91	739.71	791.62
Commercial	152.42	175.97	108.63	128.22	45.55	38.91	72.10	79.66	46.88	30.07	25.50	51.45	193.57	148.69	9.15	1.89
Construction Debris	79.57	280.55	57.01	1.69	11.75	1.28	3.84	24.36	15.59	35.41	67.11	9.11	12.42	25.51	42.42	19.17
Yard Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.17	15.36	0.15
Mine Waste	232.37	268.05	270.23	209.38	175.74	0.00	178.69	304.36	350.99	431.08	253.06	226.27	21.38	54.20	148.94	119.29
Industrial Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Roofing Waste	0.00	0.00	0.82	9.36	14.29	4.32	6.18	12.42	0.00	7.33	8.09	13.97	1.78	5.51	24.94	17.07
Tires	23.21	13.70	5.24	8.28	6.09	5.73	9.85	7.73	13.61	21.16	12.33	14.79	12.70	15.87	36.62	11.86
Storm Debris	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Carcass	0.26	0.07	0.14	0.97	0.75	0.42	1.46	1.15	0.87	1.40	1.49	2.63	1.67	2.03	1.88	2.64
Other Dry Sludge	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.92	0.00
Mulch	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.67
Illegal Dump/Litter Pickup	22.34	15.94	11.91	0.00	0.00	5.98	0.00	0.00	0.00	0.00	5.51	0.00	0.00	0.00	13.88	0.00
	1,202.78	1,400.81	1,102.56	976.99	881.66	633.70	854.92	1,023.60	1,055.75	1,164.19	1,032.83	992.54	898.74	919.89	1,055.82	965.36

Dickenson County Waste Stream Analysis
 (This Month)



Total Tonnage includes the following towns:																
Town of Clintwood	0															

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Cumberland Plateau Regional Waste
Management Authority

Cash Flow Statement

October 2020

Cash Balance - September 30, 2020		213,452.33
Cash Received - Tipping Fees:		
Buchanan (Sep)	74,391.45	
Dickenson (Sep)	57,745.46	
Russell (Sep)	73,246.32	
		205,383.23
BC Test Reimbursement		225.00
Butty Tire Machine Reimb		7,030.00
Cash Expenditures		
Cash Expenditures - October 2020		(201,726.40)
Cash Balance - October 31, 2020		224,364.16
	<i>Fund Balances:</i>	
	<i>Capital Equip Replacement Fund</i>	247,810
	DEQ C/D	25,000
	Total In Bank	497,174.16

**Cumberland Plateau Regional
Check Register
For the Period From Oct 1, 2020 to Oct 31, 2020**

Filter Criteria Includes: Report order by Check Number.

Check #	Date	Payee	Amount
	10/1/20	Anthem HealthKeepers, Inc.	797.19 Toby Health-Dental-Vision
	10/14/20	United States Treasury	15.30 Withholding for Rifa
	10/21/20	Caterpillar Financial Services Corp	6,218.75 Loan Payment
	10/22/20	First Bank & Trust	10.00 Foreign Bank Fee for the Refund
	10/6/20	TAG Resources, LLC	204.17 Employee 401k
	10/16/20	TAG Resources, LLC	204.17 Employee 401k
11.13.20	10/31/20	United States Treasury	1,409.18 Federal P/R Taxes
11.25.20	10/31/20	VA Dept of Taxation	274.58 State P/R Taxes
13014	10/16/20	Crystal Springs	14.50 RC Supplies
13015	10/12/20	Void	
13016	10/16/20	Manafield Oil Company	83.24 Vehicle Fuel
13017	10/16/20	Past Control Plus, Inc.	120.00 BC \$40 DC \$40 RC \$4
13018	10/16/20	Ferreligas	30.72 DC Fuel
13019	10/16/20	Unifirst Corporation	203.65 Uniforms
13020	10/16/20	Climtwood Lumber and Supply Co., Inc.	20.99 DC Supplies
13021	10/16/20	WV Tire Disposal, Inc.	1,824.00 RC Tire Disposal
13022	10/16/20	Central Scale, Inc.	4,714.50 DC Maintenance
13023	10/16/20	Wise Fire Equipment & Supply Co., Inc.	268.00 BC Inspection \$75 DC Inspection \$75 RC Inspection \$118
13024	10/16/20	Dominion Office Products, Inc.	112.99 DC Supplies
13025	10/16/20	Appalachian Power Company	194.62 BC Electric
13026	10/16/20	WV Tire Disposal, Inc.	978.60 RC Tire Disposal
13027	10/16/20	Cox Security Services	323.91 BC Security \$107.97 DC Security \$107.97 RC Security \$107.97
13028	10/16/20	WV Tire Disposal, Inc.	1,108.58 RC Tire Disposal
13029	10/16/20	Dickenson Co Public Service Authority	148.00 DC Utility
13030	10/16/20	Buchanan County PSA	180.70 BC Utility
13031	10/16/20	Appalachian Power Company	305.97 RC Electric
13032	10/16/20	Appalachian Power Company	216.13 DC Electric
13033	10/16/20	Justice Law Office	848.80 Legal
13034	10/16/20	Bonny's	13.00 BC Fuel
13035	10/16/20	Carter Machinery Company, Inc.	10,313.58 BC Equip Maint \$2764.90 DC Equip Maint \$4568.99 RC Equip Maint \$2981.69
13036	10/16/20	Lowe's	2,338.20 DC Maint \$1169.10 RC Maint \$1169.10
13037	10/16/20	Northern Tool & Equipment	34.33 BC Supply \$11.44 DC Supply \$11.44 RC Supply \$11.45
13038	10/16/20	Lebanon Block & Supply	172.14 RC Maint
13039	10/16/20	Advanced Disposal Services	145,944.80 BC Disposal/Trans \$58,833.29 DC Disposal/Trans \$40,015.61 RC Disposal/Trans \$49,095.90
13040	10/16/20	Postmaster	55.00 Stamps
13041	10/21/20	Verizon	82.00 BC Phone
13042	10/21/20	Void	
13043	10/21/20	WV Tire Disposal, Inc.	1,159.00 RC Tire Disposal
13044	10/21/20	Carter Machinery Company, Inc.	5,028.11 RC Equip Maint
13045	10/21/20	Manafield Oil Company	51.12 Vehicle Fuel
13046	10/21/20	Michael Shields	52.80 Travel Reimb to help with test
13047	10/21/20	Industrial Development Authority	200.00 Nov/20 Office Rent
13048	10/21/20	Honaker Solutions, LLC	750.00 Oct/20 Accounting
13049	10/21/20	Dominion Office Products, Inc.	151.96 DC Supplies
13050	10/21/20	Card Services Center	1,136.02 Saf Gard - DC Shoes \$626.48 Saf Gard - BC Shoes \$347.48 Saf Gard - RC Shoes \$161.10 Family Drug - Covid Supplies \$100.00
13051	10/27/20	Overhead Door Co of JC	1,040.00 BC Maint \$400 DC Maint \$320 RC Maint \$320
13052	10/27/20	WV Tire Disposal, Inc.	806.64
13053	10/27/20	Innovative Technology Solutions	342.50 DC Tire Disposal
13054	10/27/20	My Hosting	149.28 Website & email account
13055	10/27/20	Void	
13056	10/27/20	Verizon	88.84 RC Phone
13057	10/27/20	Carter Machinery Company, Inc.	4,444.72 DC Equip Maint
13058	10/27/20	Point Broadband	88.42 Office Phone
13059	10/27/20	Point Broadband	84.73 DC Phone
13060	10/27/20	Lebanon Block & Supply	44.01 RC Supplies
13061	10/27/20	Pump House Supply	443.26 RC Tire Machine
PR10120	10/1/20	Ronald E. Peters	184.70 Director's Compensation
PR10120	10/1/20	Damon Rasnick	184.70 Director's Compensation
PR10120	10/1/20	Tim Lovelace	184.70 Director's Compensation
PR10120	10/1/20	Carl Rhea	184.70 Director's Compensation
PR10120	10/1/20	Jeffery S. Cooper	184.70 Director's Compensation
PR10120	10/1/20	Timothy W. Hess	184.70 Director's Compensation
PR101520	10/15/20	Toby F. Edwards	2,389.72 Salary 1st Half
PR103020	10/30/20	Toby F. Edwards	2,389.72 Salary 2nd Half
Total			201,726.40

**CUMBERLAND PLATEAU REGIONAL WASTE MANAGEMENT AUTHORITY
FY 2020 - OPERATING BUDGET & EXPENSE REPORT**

	Expenditures	FY 2020-21	
	Thru 10/31/2020	Budget	
Direct Expenses:			
Transport/Disposal	582,073.47	1,482,992.00	
Tire Recycling	15,209.13	45,000.00	
HHW Event	11,996.65	-	
Other Reimbursed Expenses	675.00	-	
	609,954.25	1,527,992.00	
Overhead Expenses:			
Debt Service - Loaders	24,875.00	75,000.00	33%
Other Disposal	-	2,000.00	0%
Utilities:			
Buchanan	1,315.29	5,100.00	26%
Dickenson	1,159.33	4,500.00	26%
Russell	995.94	4,500.00	22%
Supplies:			
Buchanan	224.43	2,500.00	9%
Dickenson	730.78	2,500.00	29%
Russell	611.63	3,000.00	20%
Fuel:			
Buchanan	1,232.03	6,000.00	21%
Dickenson	1,563.54	4,000.00	39%
Russell	952.96	7,000.00	14%
Telephone:			
Buchanan	651.63	1,500.00	43%
Dickenson	664.03	1,100.00	60%
Russell	663.34	1,500.00	44%
Station Maintenance/Improvements			
Buchanan	14,385.05	30,000.00	48%
Dickenson	11,530.03	30,000.00	38%
Russell	11,289.97	30,000.00	38%
Loader/Equip Maintenance:			
Buchanan	4,478.63	16,500.00	27%
Dickenson	18,466.77	16,500.00	112%
Russell	19,420.74	16,500.00	118%
Transfer Station Permits and Manag			
Station Permits	19,566.00	19,000.00	103%
VACO Insurance	17,236.00	14,000.00	123%
Management & Fringe	29,714.23	90,000.00	33%
Finance Manager	3,000.00	9,000.00	33%
Legal	5,540.10	12,000.00	46%
IT Support	2,447.66	4,000.00	61%
Office Rental/Internet/Cell/Office			
Supplies	1,537.81	6,000.00	26%
Directors Comp & PR Tax	5,151.90	18,100.00	28%
Professional Fees (Audit)	-	4,000.00	0%
Meeting Expense	1,614.25	3,000.00	54%
Travel	160.43	1,000.00	16%
Supplies:	40.42	1,000.00	4%
Dues/Licenses	-	410.00	0%
Vehicle Expense	1,110.10	2,500.00	44%
Uniform Rentals	1,910.12	4,000.00	48%
Advertising	377.28	2,500.00	15%
Reserves/Equip/			
Fund	-	2,000.00	0%
Tire Machines	9,631.26	-	
OVERHEAD SUBTOTAL	214,248.68	452,210.00	

*Management Breakdown	
Toby Health	2962.55
Toby Salary	23333.36
401K Cost/Contribution	1633.36
Taxes	1784.96
	29714.23
Directors Comp & Taxes	
	4784.7
	367.2
	5151.9
Office Breakdown	
Phone/int	353.9
Rent	800
Postage	109.7
Office Sup	274.21
	1537.81

TOTAL EXPENSES	824,202.93	\$1,980,202.00
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Rate begins July 1st
12,551.39

**Overhead Rate per County

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

November 9, 2020

Mr. Brian Takash
General Manager
West Virginia Tire Disposal, Inc.
26 Bryant Branch Rd
Summersville, WV 26651

Dear Brian:

The Cumberland Plateau Regional Solid Waste Management Authority has enjoyed a positive, long term relationship for many years with West Virginia Tire Disposal, Inc. for its Tire Management program. West Virginia Tire Disposal costs of services are highly competitive and your company attention to the needs of the Authority are very appreciated. In early spring of this year, the Authority extended our contract with your company due to cost and our working history.

Over the past few months America has experienced the COVID 19 pandemic and it has put unprecedented stresses on business and people. My Authority's Board of Directors and my participating counties recognize the situation facing not only your company but our solid waste management responsibilities. During this time we have not been able to get empty trailers from WV Tire in a timely manner and have had to cut off our local tire dealers and citizens. In addition, we are currently stock piling tires which is exceeding our Virginia Department of Environmental Quality permit limits.

Over the past year, all three of my facilities have experienced not getting empty trailers on time or within a week of contact with your company. Per our contract, page 3 last sentence "The Contractor (WV Tire) agrees to within 36 to 48 hours of being notified by the Authority or its employees to pickup the loaded trailer and to drop an empty trailer". The Authority has been understanding due to the COVID 19 pandemic but for example, it has been over a month since we have contacted you about a pickup for my Dickenson County Transfer Station. I am reaching out to you to determine how we can remedy this issue not only for my Dickenson County Facility but my Buchanan and Russell Facilities as well. While at this time, I am not providing formal notice of default on behalf of the Authority at this time, I am requesting we work together to resolve this situation. By making this request, the Authority is not waiving any rights or remedies it

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266

Phone 276-833-5403 Email tobyedwards@bvu.net

www.cprwma.com



may have under the contract now or in the future.

The Cumberland Plateau Regional Waste Management Authority and West Virginia Tire Disposal collectively view our relationship as a partnership and we believe the history of good service that your company provides reflects that. Please take this letter as a mechanism to fix the current situation and to grow our long term relationship.

Sincerely,

A handwritten signature in blue ink, reading "Toby F. Edwards". The signature is written in a cursive style with a long horizontal line extending to the left.

Toby F. Edwards
Executive Director
CPRWMA

Cc: Mr. Damon Rasnick, Chairman CPRWMA
Cc: Mr. Jeff Cooper, Vice Chair CPRWMA
Cc: Mr. Ron Peters, Dickenson Co Board member
Cc: Mr. David Moore, Dickenson County Administrator
Cc: Ms. Rebecca Thronbury, CPRWMA Legal Council

CUMBERLAND PLATEAU RWMA:

Mr. Toby F. Edwards, Executive Director

BUCHANAN COUNTY:

Mr. Jeff Cooper
Mr. Tim Hess



DICKENSON COUNTY:

Mr. Damon Rasnick
Mr. Ronald Peters

RUSSELL COUNTY:

Mr. Carl Rhea
Mr. Tim Lovelace

November 5, 2020

Mr. Stephan Martin
Environmental Inspector
Virginia Department of Environmental Quality
Southwest Regional Office
355 A Deadmore Street
Abingdon, VA 24210

**RE: Update to Buchanan County Transfer Station PBR#106
DISCLOSURE STATEMENT AND STAFFING**

Dear Mr. Martin:

I am writing in regards to an update of the operation manual for the Buchanan County Transfer Station. During the review of the Buchanan County Transfer Station Operation Manual, I recognized a need to update our operations manuals in regards to staffing.

Attached you will find our updated disclosure statement along with staff information for inclusion into the manual. I trust this letter and attachments will satisfy those requirements needed for inclusion of the updated disclosure statement and operations manual.

If you have any questions or need additional information please feel free to contact me at (276) 889-1778.

Sincerely,

Toby F. Edwards
Director, CPRWMA

Cc: Mr. Danny Davis, Buchanan County Transfer Station

Cc: Mr. Keith Baldwin, Director of Public Works
Buchanan County Virginia

Cc: Mr. Craig Horn, Administrator Buchanan County

137 Highland Drive / P. O. Box 386 Lebanon, VA 24266
Phone 276-833-5403 Email tobyedwards@bvu.net
www.cprwma.com



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