

**RUSSELL COUNTY**  
**BOARD OF SUPERVISOR’S MEETING**  
**AGENDA – NOVEMBER 13, 2023**

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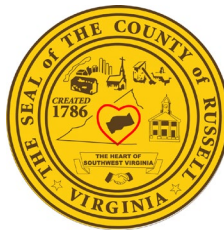
**BOS Board Room**

**Regular Meeting**

**6:00 PM**

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



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**CALL TO ORDER & ROLL CALL – Clerk of the Board**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PRESENTATION**

1. Stacy Martin – VetFest SWVA – VetFest 2023 Event

**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 October 2, 2023
2. Approval of Expenditures. Consider approval of expenditures presented for payment.....B-2
3. Committee Appointments for Board Consideration.....B-3

Dante Community Center Board

Catherine Pratt	2-Year Term	October 12, 2023
Jason Gullett	2-Year Term	October 12, 2023

Russell County Planning Commission

Mark Mitchell	4-Year Term	October 1, 2023
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Cumberland Plateau Economic Development Commission

James Eaton Jr.	1-Year Term	October 12, 2023
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CITIZEN'S COMMENT PERIOD (Limited to 3 Minutes)

CONSTITUTIONAL OFFICER REPORTS AND REQUESTS

COUNTY ATTORNEY REPORTS AND REQUESTS

COUNTY ADMINISTRATOR REPORTS AND REQUESTS

REPORTS

- 1. VACo Preliminary Legislative Program 2024.....C-1
- 2. RC Parks Ordinance Review.....C-2
- 3. RC School Energy Performance CleanSource Capital SAVES Credit  
Payment Agreement of \$127,046.45.....C-3
- 4. VDOT October 2023 Report.....C-4

REQUESTS

- 5. RC BOS Annual Holiday Community Turkey Donation (1,000 Families) &  
County Employees (222 Employees).....C-5
- 6. RC PSA Virginia Water Supply Revolving Fund Nash Ford & Clinch  
Mountain Road Project.....C-6
- 7. 2023-2024 Authorized General Registrar & Local Electoral Board Member  
Salaries for Russell County.....C-7
- 8. VDEM FY2024 PSAP Staffing Recognition Grant (\$30,000).....C-8

- 9. VA 9-1-1 Services Board – FY24 Data Maint & Data Transfer Grant (\$5,000)....C-9
- 10. VDOT Speed Study (Lynn Springs Road, Rte. 632).....C-10
- 11. RC Courthouse Skanska Project Management Services Agreement.....C-11
- 12. RC Human Resource & Payroll Position.....C-12
- 13. DHCD CDBG Planning Grant – Dante Downtown Revitalization  
Comprehensive Community Development (\$60,000).....C-13
- 14. DEQ Litter Prevention & Recycling Program Grant (\$25,440).....C-14
- 15. National Opioid Settlement Payment (\$15,156.81).....C-15
- 16. RC Landfill Proposed Professional Services – TRC Engineers Inc.....C-16

**BOARD DISCUSSIONS & REMINDERS**

**ADJOURNMENT**

**COUNTY AGENCY / BOARD REPORTS:**

- Treasurer’s Report.....D
- RC IDA .....E
- RC PSA .....F
- Castlewood W&S .....G
- RC Tourism.....H
- RC Planning Commission .....I
- Conference Center.....J
- RC Fitness Center.....K
- RC Transportation & Safety.....L
- RC Cannery Reports.....M
- RC Building Inspector.....N
- RC Litter Report.....O



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Information Item  
Presenters - Various

**Meeting: 11/13/23 6:00 PM**

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## **Presentations**

### **1. Stacy Martin – VetFest SWVA – VetFest 2023 Event.....A-1**

**Staff Recommendation:**

Presentation – Informational Only.

**Suggested Motion:**

Board Discretion.

**ATTACHMENTS:**

- Various



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-1  
Presenter: Chairperson

**Meeting: 11/12/23 6:00 PM**

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## Approval of Minutes

Request approval of the minutes from the following meeting:

- **Unapproved minutes of October 2, 2023**

### **STAFF RECOMMENDATION(s):**

Board discretion

### **SUGGESTED MOTION(s):**

Motion to approve Board Minutes.

### **ATTACHMENTS:**

- Board Minutes

October 02, 2023

A regular monthly meeting of the Russell County Board of Supervisors was held on Monday, October 03, 2023 beginning 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  
Carl Rhea  
David Eaton  
Steve Breeding  
Rebecca Dye  
Oris Christian

Lonzo Lester, Clerk  
Vicki Porter, Deputy Clerk  
Katie Patton, County Attorney

**Absent:**

None

Invocation by Caleb Johnson, followed by the Pledge of Allegiance to the Flag.

**APPROVAL OF THE AGENDA**

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

The vote was:

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

**Presentations**

Dr. Kim Hooker, Superintendent of Russell County Schools gave a brief presentation on teacher retention and salary discrepancies in Russell County as compared to the rest of the state.

**APPROVAL OF THE SEPTEMBER 05, 2023 MINUTES**

Motion made by Steve Breeding, Second David Eaton and duly approved by the Board of Supervisors to approve the September 05, 2023 minutes and dispense with the reading thereof.

The vote was:

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

### **Committee Appointments**

#### **DR. KIM HOOKER APPOINTED TO THE SWCC LOCAL COLLEGE ADVISORY BOARD**

Motion made by David Eaton, second Rebecca Dye and duly approved by the Board of Supervisors to appoint Dr. Kim Hooker to the SWCC Local College Advisory Board to fill the unexpired term of Kathryn Easton, said term ending June 30, 2025.

The vote was:

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

#### **GARY DOTSON, JOHNNY B. JESSEE, EUGENE FERGUSON, BARBARA COX, TONY MAXFIELD AND HENRY STINSON, JR. TO THE HIGHWAY & SAFETY COMMISSION**

Motion made by Rebecca Dye, second Oris Christian and duly approved by the Board of Supervisors to re-appoint Gary Dotson, Johnny B. Jessee, Eugene Ferguson, Barbara Cox, Tony Maxfield and Henry Stinson, Jr. to the Highway & Safety Commission for (2) two-year terms, said terms ending October 12, 2025.

The vote was:

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

#### **CHARLES EDMONDS AND JOHN MASON RE-APPOINTED TO THE RC PLANNING COMMISSION**

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to re-appoint Charles Edmonds and John Mason to the Russell County Planning Commission for (4) four-year terms, said terms ending October 02, 2027.

The vote was:

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

#### **FRANK HORTON, TONY LAMBERT AND RON BLANKENSHIP RE-APPOINTED TO THE CPEDC**

Motion made by Rebecca Dye, second Carl Rhea and duly approved by the Board of Supervisors to re-appoint Frank Horton, Tony Lambert and Ron Blankenship to the Cumberland Plateau Economic Development Commission for (1) one-year terms, said terms ending October 12, 2024.

The vote was:

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

### **Citizens' Comment**

The Chair opened citizens' comment period.

**Jim Lyttle**, Castlewood commented that we needed to be stewards of the community and be against the proposed landfill.

**Wanda Burke**, Lebanon thanked the Board for the \$6000 that was taken from opioid settlement funds for the Mark Mero presentation. She also commented that it was not a political ploy.

**Tony Smith**, Cleveland stated that he thought an industrial park would be located in the county, not a trash dump. He was against the landfill and didn't want trash from New York coming to our county.

**Jackie Yates**, Cleveland stated that his business has struggled, he tries to do the right thing and asked the Board if there was any way to help him with the disposal fee for tires.

**Mike White** stated that he is 150% against the landfill as he owns property near the Moss III site.

**Jarrold Ring**, Castlewood commented that he wanted to live and work here in Russell County. There is a real lack of jobs, and a landfill adds insults to injury when he thinks of the impact it could have on the county.

**Linda Fletcher**, Lebanon opposes the landfill. She asked if they would want a landfill across from their homes or farms, would it be worth the cost down the road?

**Vickie Kitts**, Virginia Education Association advised the Board that Russell County was at the bottom of the list for salaries in the region.

**Jennifer Chumbley**, Cleveland stated that she owns land near the proposed landfill site and her family did not want this. She also stated that she didn't appreciate being threatened.

**Angie McGlothlin**, Honaker said that a private landfill would contaminate our water and air, leaks would eventually happen. She feels that this would be a big mistake.

**David Miller**, Honaker stated that he has an issue with the PSA. He feels that the \$100 fee to turn his water back on was unfair.

**Thomas Reed**, Lebanon is opposed to the landfill and feels that the Board needs to think about this and not let it happen.

**Jeremiah Neal**, Cleveland totally opposes the landfill and doesn't like everything being so secretive.

**Chris Axxom**, Cleveland lives ¼ mile from the proposed landfill, he will have to move it comes.

**Nate Kiser**, Lebanon wants the Board to let everyone know the status of the proposed landfill since everyone knows about it and were making lots of assumptions.

**Ty Harris**, Cleveland is 100% against the landfill and he will not stand by and let it happen. He also stated that he was threatened when he commented about the landfill.



**Flora Farmer**, Cleveland stated that she doesn't want this landfill near Cleveland.

**Linda Couch**, Mayor of the Town of Cleveland is totally against the landfill.

The Chair closed citizens' comment period.

**County Administrator Reports & Requests**

**APPROVAL OF ROBINSON, FARMER AND COX AUDIT ENGAGEMENT FOR FY 2023 IN THE AMOUNT OF \$75,000**

Motion made by Steve Breeding, David Eaton and duly approved by the Board of Supervisors to approve the FY 2023 Audit Engagement with Robinson, Farmer & Cox in the amount of \$75,000.

The vote was:

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

**APPROVAL TO UPGRADE THE COUNTY'S FINANCIAL SYSTEM IN THE AMOUNT OF \$40,279**

Motion made by Oris Christian, second Carl Rhea and duly approved by the Board of Supervisors to upgrade the County's financial system software & maintenance in the amount of \$40,279.00.

The vote was:

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

**APPROVAL OF THE FY 24 FIRE PROGRAM AGREEMENT & GRANT**

Motion made by David Eaton, second Rebecca Dye and duly approved by the Board of Supervisors to approve and appropriate the FY 24 Fire Program Agreement & Grant in the amount of \$95,029.

The vote was:

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

**APPROVAL OF FY23/24 GENERAL ASSEMBLY BUDGET AMENDMENT THAT INCLUDES A 2% SALARY INCREASE FOR EMPLOYEES**

Motion made by Tim Lovelace, second Lou Wallace and duly approved by the Board of Supervisors to approve a General Assembly Budget Amendment that includes a 2% salary increase for employees.

The vote was:

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

**APPROVAL OF AN APPROPRIATION ADVANCE REQUEST FROM THE CLINCH RIVER LITTLE LEAGUE**

Motion made by David Eaton, second Oris Christian and duly approved by the Board of Supervisors to approve an appropriation request for FY2024/2025 from the Clinch River Little League.

The vote was:

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

Nay: None

#### **APPROVAL OF A TRAVEL REQUEST FROM THE RCPL**

Motion made by Carl Rhea, second Oris Christian and duly approved by the Board of Supervisors to approve a travel request from the Russell County Public Library.

The vote was:

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

Nay: None

#### **APPROVAL OF PLANNING COMMISSION PLATS**

Motion made by Rebecca Dye, second Carl Rhea and duly approved by the Board of Supervisors to approve plats as recommended by the Russell County Planning Commission.

The vote was:

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

Nay: None

#### **APPROVAL TO ISSUE A TIRE DISPOSAL FEE WAIVER**

Motion made by David Eaton, second Steve Breeding and duly approved by the Board of Supervisors to authorize the County Administrator to work with disposal companies concerning a waiver of tire disposal fees at the County's Transfer Station concerning tires picked up at county dump sites or along County's right-of-way.

The vote was:

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

Nay: None

#### **APPROVAL TO SET THE NEXT BOARD MEETING FOR MONDAY, NOVEMBER 13, 2023 AT 6:00 PM**

Motion made by Steve Breeding, second Oris Christian and duly approved by the Board of Supervisors to schedule the November Board of Supervisors meeting on Monday, November 13, 2023 at 6:00 pm.

The vote was:

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

Nay: None

The meeting was adjourned by the Chair.

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Clerk of the Board

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Chairperson



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item B-2  
Presenter: Chairperson

**Meeting: 11/13/23 6:00 PM**

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## **Approval of Expenditures**

Request approval of the County's October 2023 Monthly Expenditures:

### **STAFF RECOMMENDATION(s):**

County's October 2023 Monthly Expenditures are in compliance with budget and operational services.

### **SUGGESTED MOTION(s):**

Motion to approve County's October 2023 Monthly Expenditures.

### **ATTACHMENTS:**

- October 2023 Monthly Expenditures

<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>
11/03/2023	10/12/2023	004568 ADDINGTON OIL C	124367		4,437.28	4,437.28	4100-042400-5408-	-
					4,437.28	4,437.28 *		
11/03/2023	10/15/2023	000047 AT&T	10152023		44.68	44.68	4100-031020-5203-	-
11/03/2023	10/15/2023	000047 AT&T	10152023--		49.27	49.27	4100-031020-5203-	-
					93.95	93.95 *		
11/03/2023	10/19/2023	004452 CRYSTAL SPRINGS	16981294 101923		92.11	92.11	4100-021060-5401-	-
11/03/2023	10/19/2023	004452 CRYSTAL SPRINGS	16981300 101923		42.62	42.62	4100-021020-5401-	-
11/03/2023	10/14/2023	004452 CRYSTAL SPRINGS	10142023		108.25	108.25	4100-013010-5401-	-
					242.98	242.98 *		
11/03/2023	8/29/2023	000191 E DILLION & COM	45315		534.41	534.41	4100-094010-8039-	-
11/03/2023	8/30/2023	000191 E DILLION & COM	45405		540.86	540.86	4100-094010-8039-	-
11/03/2023	9/19/2023	000191 E DILLION & COM	46191		247.55	247.55	4100-071040-5600-	-
					1,322.82	1,322.82 *		
11/03/2023	10/24/2023	001445 FISHER AUTO PAR	397-295708		24.95	24.95	4100-042400-5408-	-
					24.95	24.95 *		
11/03/2023	10/23/2023	001862 GREAT AMERICA L	10232023		263.22	263.22	4100-012090-5401-	-
					263.22	263.22 *		
11/03/2023	10/03/2023	000308 HONAKER TIRE SE	301139		749.78	749.78	4100-042400-5407-	-
					749.78	749.78 *		
11/03/2023	10/25/2023	003587 JOHN DEERE FINA	10252023		575.72	575.72	4100-031020-5408-	-
11/03/2023	10/05/2023	003587 JOHN DEERE FINA	1241852		10.99	10.99	4100-043020-5407-	-
					586.71	586.71 *		
11/03/2023	1/31/2023	004083 LESTER, LONZO	RICHMOND-JAN23		55.45	55.45	4100-012010-5408-	-
11/03/2023	1/31/2023	004083 LESTER, LONZO	RICHMOND-JAN23		20.29	20.29	4100-011010-5504-	-
					75.74	75.74 *		
11/03/2023	11/16/2023	000904 OLD DOMINION PO	11162023		98.59	98.59	4100-043020-5101-	-
					98.59	98.59 *		
11/03/2023	10/16/2023	003380 SHENTEL	10162023		130.38	130.38	4100-031020-5203-	-
11/03/2023	10/16/2023	003380 SHENTEL	10162023		126.39	126.39	4100-031020-5203-	-
11/03/2023	10/16/2023	003380 SHENTEL	10162023		130.38	130.38	4100-012010-5413-	-
11/03/2023	10/16/2023	003380 SHENTEL	10162023		19.93	19.93	4100-013020-5413-	-
11/03/2023	10/16/2023	003380 SHENTEL	10162023		145.94	145.94	4100-035050-5203-	-
11/03/2023	11/18/2023	003380 SHENTEL	11182023		137.96	137.96	4100-012130-5203-	-
					690.98	690.98 *		
11/03/2023	10/18/2023	002562 STERICYCLE INC	8005031787		94.95	94.95	4100-021060-5401-	-
11/03/2023	10/18/2023	002562 STERICYCLE INC	8005031787		32.13	32.13	4100-012010-5401-	-
11/03/2023	10/18/2023	002562 STERICYCLE INC	8005031787		32.13	32.13	4100-012090-5401-	-
11/03/2023	10/18/2023	002562 STERICYCLE INC	8005031787		32.13	32.13	4100-012130-5401-	-
					191.34	191.34 *		
11/03/2023	9/20/2023	000680 TOWN OF HONAKER	09202023		38.39	38.39	4100-071040-5103-	-
11/03/2023	9/20/2023	000680 TOWN OF HONAKER	09202023		81.62	81.62	4100-043020-5103-	-
					120.01	120.01 *		
11/03/2023	10/24/2023	003965 UNIFIRST CORPOR	1730091568		108.88	108.88	4100-043020-3008-	-
11/03/2023	10/24/2023	003965 UNIFIRST CORPOR	1730091570		33.39	33.39	4100-043020-3008-	-
11/03/2023	10/24/2023	003965 UNIFIRST CORPOR	1730091573		37.50	37.50	4100-043020-3008-	-
11/03/2023	10/10/2023	003965 UNIFIRST CORPOR	1730089409		73.26	73.26	4100-031020-3005-	-
11/03/2023	10/24/2023	003965 UNIFIRST CORPOR	1730091569		36.63	36.63	4100-031020-3005-	-
					289.66	289.66 *		
11/03/2023	10/25/2023	004278 WELLS FARGO VEN	10252023		158.05	158.05	4100-031020-3005-	-
					158.05	158.05 *		
11/03/2023	10/01/2023	003847 WEX BANK	10012023		3,070.12	3,070.12	4100-043020-5408-	-
11/03/2023	10/01/2023	003847 WEX BANK	10012023		5,288.38	5,288.38	4100-099000-5000-	-
11/03/2023	10/01/2023	003847 WEX BANK	10012023		696.29	696.29	4100-031020-5408-	-
11/03/2023	10/01/2023	003847 WEX BANK	10012023		416.39	416.39	4100-099000-5000-	-
					9,471.18	9,471.18 *		
		TOTAL FOR DUE DATE 11/03/2023			18,817.24	18,817.24		
		TOTAL DUE FOR FUND- 4100			18,817.24	18,817.24		

AP060 11/02/2023

A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001 FUND#4100

PAGE 2

<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>
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<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>
11/03/2023	9/20/2023	000680 TOWN OF HONAKER	09202023		137.17	137.17	4839-083990-5103-	- -
					137.17	137.17 *		
11/03/2023	10/22/2023	000082 VERIZON	10222023		80.63	80.63	4839-083990-5203-	- -
					80.63	80.63 *		
TOTAL FOR DUE DATE 11/03/2023					217.80	217.80		
TOTAL DUE FOR FUND- 4839					217.80	217.80		
NON-DIRECT DEPOSIT					19,035.04	19,035.04		
DIRECT DEPOSIT					.00	.00		
E-Payable Total					.00	.00		
FINAL DUE					19,035.04	19,035.04		
						.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>
11/13/2023	9/28/2023	002615 A&A ENTERPRISES	78823		30.00	30.00	4100-031020-5410-	-
					30.00	30.00 *		
11/13/2023	10/18/2023	005101 ABOVE EXPECTATI	RSCO123		1,350.00	1,350.00	4100-031020-5408-	-
					1,350.00	1,350.00 *		
11/13/2023	10/27/2023	004568 ADDINGTON OIL C	124340		2,696.22	2,696.22	4100-042400-5408-	-
11/13/2023	11/01/2023	004568 ADDINGTON OIL C	124368		879.60	879.60	4100-042400-5408-	-
					3,575.82	3,575.82 *		
11/13/2023	10/09/2023	003845 ALSCO	LROA1101893		35.93	35.93	4100-072010-3008-	-
11/13/2023	10/23/2023	003845 ALSCO	LROA1103445		35.93	35.93	4100-072010-3008-	-
11/13/2023	10/30/2023	003845 ALSCO	LROA1104235		35.93	35.93	4100-072010-3008-	-
11/13/2023	11/06/2023	003845 ALSCO	LROA1104995		701.72	701.72	4100-072010-3008-	-
					809.51	809.51 *		
11/13/2023	9/22/2023	004982 AMAZON CAPITAL	0922-1011 2023	10	980.21	980.21	4100-073010-5411-	-
11/13/2023	9/22/2023	004982 AMAZON CAPITAL	0922-1011 2023	10	20.64	20.64	4100-073010-5401-	-
11/13/2023	9/22/2023	004982 AMAZON CAPITAL	0922-1011 2023	10	30.67	30.67	4100-073010-5407-	-
11/13/2023	9/22/2023	004982 AMAZON CAPITAL	0922-1011 2023	10	67.26	67.26	4100-073010-5414-	-
					1,098.78	1,098.78 *		
11/13/2023	10/17/2023	005009 AMERICAN SOLUTI	INVO 7021553		19,056.13	19,056.13	4100-012130-5802-	-
11/13/2023	10/17/2023	005009 AMERICAN SOLUTI	INVO 7021554		1,050.00	1,050.00	4100-012130-5802-	-
11/13/2023	10/19/2023	005009 AMERICAN SOLUTI	INVO 7023888		10,901.62	10,901.62	4100-012130-5201-	-
11/13/2023	9/29/2023	005009 AMERICAN SOLUTI	INVO6979537		764.50	764.50	4100-035010-7001-	-
					31,772.25	31,772.25 *		
11/13/2023	10/16/2023	001425 ATLANTIC ELECTI	664		13,312.05	13,312.05	4100-013010-3002-	-
					13,312.05	13,312.05 *		
11/13/2023	10/02/2023	000007 BAKER & TAYLOR	NS23100063	10	1,650.00	1,650.00	4100-073010-5411-	-
11/13/2023	9/22/2023	000007 BAKER & TAYLOR	0003288625	10	38.63-	38.63-	4100-073010-5411-	-
11/13/2023	9/21/2023	000007 BAKER & TAYLOR	5018547380	10	17.69	17.69	4100-073010-5411-	-
11/13/2023	9/21/2023	000007 BAKER & TAYLOR	5018547381	10	139.25	139.25	4100-073010-5411-	-
11/13/2023	9/19/2023	000007 BAKER & TAYLOR	5018549011	10	16.47	16.47	4100-073010-5411-	-
11/13/2023	9/28/2023	000007 BAKER & TAYLOR	5018558663	10	56.66	56.66	4100-073010-5411-	-
11/13/2023	10/10/2023	000007 BAKER & TAYLOR	5018570006	10	78.28	78.28	4100-073010-5411-	-
11/13/2023	10/12/2023	000007 BAKER & TAYLOR	5018581797	10	26.40	26.40	4100-073010-5411-	-
					1,946.12	1,946.12 *		
11/13/2023	10/18/2023	004494 BENTLEY DISTRIB	402404		17.30	17.30	4100-012010-5401-	-
11/13/2023	10/18/2023	004494 BENTLEY DISTRIB	402404		17.30	17.30	4100-012090-5401-	-
11/13/2023	10/18/2023	004494 BENTLEY DISTRIB	402404		17.30	17.30	4100-035050-5401-	-
11/13/2023	10/18/2023	004494 BENTLEY DISTRIB	402404		17.30	17.30	4100-034010-5401-	-
11/13/2023	10/18/2023	004494 BENTLEY DISTRIB	402404		17.30	17.30	4100-012130-5401-	-
					86.50	86.50 *		
11/13/2023	10/10/2023	000092 BONANZA RESTAUR	304402.		224.17	224.17	4100-011010-5413-	-
					224.17	224.17 *		
11/13/2023	10/26/2023	005113 BROWN MACY	10262023		55.00	55.00	4100-021060-5401-	-
					55.00	55.00 *		
11/13/2023	9/21/2023	002337 CASKIE GRAPHICS	35672		364.50	364.50	4100-021060-3006-	-
					364.50	364.50 *		
11/13/2023	9/15/2023	003569 CLARK PRINT SHO	4759		1,302.36	1,302.36	4100-013020-5401-	-
11/13/2023	9/20/2023	003569 CLARK PRINT SHO	4762		549.36	549.36	4100-013010-5401-	-
					1,851.72	1,851.72 *		
11/13/2023	9/30/2023	004847 CRESS SANDRA	09302023		600.00	600.00	4100-022010-5415-	-
					600.00	600.00 *		
11/13/2023	11/03/2023	004452 CRYSTAL SPRINGS	21468245 110323		63.03	63.03	4100-022010-5401-	-
					63.03	63.03 *		
11/13/2023	10/19/2023	000171 CUMBERLAND PLAT	308.		72,042.00	72,042.00	4100-042010-3002-	-
					72,042.00	72,042.00 *		
11/13/2023	10/13/2023	000183 DELL MARKETING	10700414809	10	2,078.53	2,078.53	4100-073010-5414-	-



<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>
11/13/2023	10/23/2023	000183 DELL MARKETING	10706324434		11,009.90	11,009.90	4100-094010-8041-	-
					13,088.43	13,088.43 *		
11/13/2023	10/06/2023	001871 DELPH KELLY MCB	10062023	10	625.19	625.19	4100-073010-5500-	-
					625.19	625.19 *		
11/13/2023	9/18/2023	000184 DEMCO	7366696	10	84.58	84.58	4100-073010-5401-	-
11/13/2023	9/22/2023	000184 DEMCO	7369892	10	49.13	49.13	4100-073010-5401-	-
					133.71	133.71 *		
11/13/2023	10/20/2023	000193 DISCOUNT TIRE C	3920		20.00	20.00	4100-031020-5408-	-
					20.00	20.00 *		
11/13/2023	9/05/2023	000198 DOMINION OFFICE	156768		10.78	10.78	4100-031020-5401-	-
11/13/2023	9/05/2023	000198 DOMINION OFFICE	156818		419.96	419.96	4100-031020-5401-	-
11/13/2023	9/12/2023	000198 DOMINION OFFICE	156916		19.48	19.48	4100-031020-5401-	-
11/13/2023	9/12/2023	000198 DOMINION OFFICE	156924		99.95	99.95	4100-031020-5401-	-
11/13/2023	9/12/2023	000198 DOMINION OFFICE	156926		34.05	34.05	4100-031020-5401-	-
11/13/2023	10/17/2023	000198 DOMINION OFFICE	157007		44.77	44.77	4100-012130-5401-	-
11/13/2023	10/06/2023	000198 DOMINION OFFICE	157118		69.99	69.99	4100-042400-5413-	-
11/13/2023	9/22/2023	000198 DOMINION OFFICE	157192		269.94	269.94	4100-031020-5401-	-
11/13/2023	9/22/2023	000198 DOMINION OFFICE	157228		62.99	62.99	4100-031020-5401-	-
11/13/2023	9/25/2023	000198 DOMINION OFFICE	157229		67.96	67.96	4100-031020-5401-	-
11/13/2023	9/28/2023	000198 DOMINION OFFICE	157260		263.96	263.96	4100-071040-5608-	-
11/13/2023	9/26/2023	000198 DOMINION OFFICE	157267		27.67	27.67	4100-021060-5401-	-
11/13/2023	9/28/2023	000198 DOMINION OFFICE	157342		264.42	264.42	4100-012130-5401-	-
11/13/2023	9/29/2023	000198 DOMINION OFFICE	157352		251.48	251.48	4100-071040-5609-	-
11/13/2023	10/03/2023	000198 DOMINION OFFICE	157440		4.17	4.17	4100-012130-5401-	-
11/13/2023	10/05/2023	000198 DOMINION OFFICE	157501		103.98	103.98	4100-043020-5405-	-
11/13/2023	10/10/2023	000198 DOMINION OFFICE	157574		10.48	10.48	4100-034010-5401-	-
11/13/2023	10/10/2023	000198 DOMINION OFFICE	157578		56.99	56.99	4100-012010-5401-	-
11/13/2023	10/11/2023	000198 DOMINION OFFICE	157619		343.50	343.50	4100-072010-5407-	-
11/13/2023	10/12/2023	000198 DOMINION OFFICE	157652		4.89	4.89	4100-034010-5401-	-
11/13/2023	10/12/2023	000198 DOMINION OFFICE	157653		24.89	24.89	4100-042400-5413-	-
11/13/2023	10/13/2023	000198 DOMINION OFFICE	157680		51.99	51.99	4100-071040-5600-	-
11/13/2023	10/13/2023	000198 DOMINION OFFICE	157692		84.99	84.99	4100-042400-5413-	-
11/13/2023	10/13/2023	000198 DOMINION OFFICE	157693		594.00	594.00	4100-012130-5401-	-
11/13/2023	10/19/2023	000198 DOMINION OFFICE	157816		42.00	42.00	4100-021060-5401-	-
11/13/2023	10/19/2023	000198 DOMINION OFFICE	157822		56.99	56.99	4100-034010-5401-	-
11/13/2023	9/28/2023	000198 DOMINION OFFICE	157331	10	82.95	82.95	4100-073010-5401-	-
11/13/2023	10/03/2023	000198 DOMINION OFFICE	157430	10	69.99	69.99	4100-073010-5407-	-
11/13/2023	10/06/2023	000198 DOMINION OFFICE	157529	10	181.55	181.55	4100-073010-5401-	-
11/13/2023	10/12/2023	000198 DOMINION OFFICE	157648	10	85.98	85.98	4100-073010-5401-	-
11/13/2023	9/25/2023	000198 DOMINION OFFICE	157206		95.79	95.79	4100-013010-5401-	-
11/13/2023	9/28/2023	000198 DOMINION OFFICE	157325		237.16	237.16	4100-013010-5401-	-
11/13/2023	10/03/2023	000198 DOMINION OFFICE	157441		11.98	11.98	4100-013010-5401-	-
11/13/2023	10/10/2023	000198 DOMINION OFFICE	157575		77.10	77.10	4100-013010-5401-	-
11/13/2023	10/10/2023	000198 DOMINION OFFICE	157585		27.78	27.78	4100-013020-5401-	-
11/13/2023	10/19/2023	000198 DOMINION OFFICE	157815		23.58	23.58	4100-013020-5401-	-
11/13/2023	10/24/2023	000198 DOMINION OFFICE	157905		314.97	314.97	4100-022020-5401-	-
11/13/2023	10/24/2023	000198 DOMINION OFFICE	157931		277.99	277.99	4100-012010-5401-	-
11/13/2023	10/24/2023	000198 DOMINION OFFICE	157936		35.30	35.30	4100-035050-5401-	-
11/13/2023	10/24/2023	000198 DOMINION OFFICE	158015		149.00	149.00	4100-012010-5401-	-
11/13/2023	10/05/2023	000198 DOMINION OFFICE	157514		19.48	19.48	4100-031020-5401-	-
11/13/2023	10/12/2023	000198 DOMINION OFFICE	157651		34.62	34.62	4100-031020-5401-	-
11/13/2023	10/18/2023	000198 DOMINION OFFICE	157789		56.99	56.99	4100-031020-5401-	-
11/13/2023	10/19/2023	000198 DOMINION OFFICE	157825		8.99	8.99	4100-031020-5401-	-
11/13/2023	10/23/2023	000198 DOMINION OFFICE	157910		93.84	93.84	4100-031020-5401-	-
11/13/2023	10/24/2023	000198 DOMINION OFFICE	157928		56.99	56.99	4100-032050-5401-	-

<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>
11/13/2023	10/23/2023	000198 DOMINION OFFICE	157953		13.00	13.00	4100-021020-5401-	-
11/13/2023	10/23/2023	000198 DOMINION OFFICE	157966		62.20	62.20	4100-031020-5401-	-
11/13/2023	10/26/2023	000198 DOMINION OFFICE	158060		4.54	4.54	4100-031020-5401-	-
11/13/2023	10/27/2023	000198 DOMINION OFFICE	158066		319.96	319.96	4100-031020-5401-	-
11/13/2023	10/30/2023	000198 DOMINION OFFICE	158096		184.49	184.49	4100-031020-5401-	-
11/13/2023	10/31/2023	000198 DOMINION OFFICE	158104		50.75	50.75	4100-032050-5401-	-
11/13/2023	11/01/2023	000198 DOMINION OFFICE	158115		103.98	103.98	4100-043020-5405-	-
11/13/2023	11/03/2023	000198 DOMINION OFFICE	158202		13.18	13.18	4100-035010-5401-	-
11/13/2023	11/03/2023	000198 DOMINION OFFICE	158199		303.73	303.73	4100-021060-5401-	-
11/13/2023	11/07/2023	000198 DOMINION OFFICE	158294		34.98	34.98	4100-034010-5401-	-
					6,319.11	6,319.11 *		
11/13/2023	6/05/2023	004892 DOMINION VOTING	DVS149424		4,595.91	4,595.91	4100-013010-3002-	-
					4,595.91	4,595.91 *		
11/13/2023	10/11/2023	000191 E DILLION & COM	47653		801.20	801.20	4100-071040-5613-	-
					801.20	801.20 *		
11/13/2023	11/20/2023	004666 ENTERPRISE FLEE	594711-110423		24,902.10	24,902.10	4100-031020-5408-	-
					24,902.10	24,902.10 *		
11/13/2023	10/13/2023	002433 FARONICS TECHNO	INUS0222165	10	535.00	535.00	4100-073010-5411-	-
					535.00	535.00 *		
11/13/2023	10/30/2023	001445 FISHER AUTO PAR	403-291618		107.86	107.86	4100-043020-5407-	-
11/13/2023	10/31/2023	001445 FISHER AUTO PAR	397-295931		27.81	27.81	4100-022010-5415-	-
11/13/2023	11/01/2023	001445 FISHER AUTO PAR	397-295961		15.99	15.99	4100-042400-5408-	-
11/13/2023	11/01/2023	001445 FISHER AUTO PAR	397-295991		29.99	29.99	4100-042400-5408-	-
					181.65	181.65 *		
11/13/2023	9/04/2023	000239 FOOD CITY	09042023		30.26	30.26	4100-011010-5413-	-
11/13/2023	9/14/2023	000239 FOOD CITY	09142023		10.27	10.27	4100-011010-5413-	-
					40.53	40.53 *		
11/13/2023	10/30/2023	001862 GREAT AMERICA L	35183437		140.00	140.00	4100-031020-5401-	-
					140.00	140.00 *		
11/13/2023	9/29/2023	001069 GREY HOUSE PUBL	981892	10	379.50	379.50	4100-073010-5411-	-
					379.50	379.50 *		
11/13/2023	10/04/2023	004547 GUERNSEY	INV-2616219		52.19	52.19	4100-021020-5401-	-
					52.19	52.19 *		
11/13/2023	9/18/2023	002323 HALL SIGNS	73852		334.70	334.70	4100-032050-5413-	-
					334.70	334.70 *		
11/13/2023	11/03/2023	000315 HBS-IT	232333		4.50	4.50	4100-021010-3005-	-
					4.50	4.50 *		
11/13/2023	9/06/2023	005074 HD MEDIA CO INC	1905316		86.45	86.45	4100-013020-3007-	-
					86.45	86.45 *		
11/13/2023	11/30/2023	005068 HOUNDTOWNE, INC	RSCO 10012023		38.00	38.00	4100-035050-5401-	-
					38.00	38.00 *		
11/13/2023	10/05/2023	000314 HUFFMAN'S TIRE	10052023		439.00	439.00	4100-031020-5408-	-
					439.00	439.00 *		
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3945		3,450.00	3,450.00	4100-012300-3002-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3945		100.00	100.00	4100-012300-3002-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3946		112.50	112.50	4100-012300-3002-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3947		525.00	525.00	4100-012300-3002-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3950		637.50	637.50	4100-012300-3002-	-
11/13/2023	9/25/2023	003866 INNOVATIVE TECH	3917		150.00	150.00	4100-031020-3005-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3952		262.50	262.50	4100-031020-3005-	-
					5,237.50	5,237.50 *		
11/13/2023	9/01/2023	000331 J A STREET & AS	28		199,329.95	199,329.95	4100-094010-8029-	-
					199,329.95	199,329.95 *		
11/13/2023	7/31/2023	005116 JASPER GROUP	0000566973		141,691.24	141,691.24	4100-094010-8029-	-
					141,691.24	141,691.24 *		

<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>
11/13/2023	9/27/2023	002565 JUNIOR LIBRARY	660606	10	1,452.02	1,452.02	4100-073010-5411-	-
					1,452.02	1,452.02 *		
11/13/2023	8/24/2023	000353 KEGLEY SERVICE	40440.		20.00	20.00	4100-022010-5415-	-
					20.00	20.00 *		
11/13/2023	10/23/2023	000359 KWIK KAFE	3510:723654		42.00	42.00	4100-012010-5401-	-
					42.00	42.00 *		
11/13/2023	10/23/2023	004546 LEAF	15503733	10	95.52	95.52	4100-073010-3002-	-
					95.52	95.52 *		
11/13/2023	9/27/2023	003387 MOBILE COMMUNIC	354002984-1		533.81	533.81	4100-031020-7003-	-
11/13/2023	9/27/2023	003387 MOBILE COMMUNIC	354002985-2		783.80	783.80	4100-031020-7003-	-
11/13/2023	9/28/2023	003387 MOBILE COMMUNIC	354002988-0		908.81	908.81	4100-031020-7003-	-
11/13/2023	10/01/2023	003387 MOBILE COMMUNIC	80116297		790.00	790.00	4100-031020-7003-	-
11/13/2023	11/01/2023	003387 MOBILE COMMUNIC	80118359		695.00	695.00	4100-031020-7003-	-
					3,711.42	3,711.42 *		
11/13/2023	10/22/2023	005115 MOTOROLA SOLUTI	8281721000		2,321.24	2,321.24	4100-031020-5409-	-
					2,321.24	2,321.24 *		
11/13/2023	9/25/2023	002304 MUMPOWER SIGN S	310721		12.00	12.00	4100-032050-5413-	-
					12.00	12.00 *		
11/13/2023	10/05/2023	004511 NATIONAL TEST S	70500		3,357.00	3,357.00	4100-022010-5415-	-
11/13/2023	10/11/2023	004511 NATIONAL TEST S	70584		245.00	245.00	4100-022010-5415-	-
					3,602.00	3,602.00 *		
11/13/2023	9/01/2023	003123 O'REILLY AUTO P	1943-117380		65.98	65.98	4100-031020-5408-	-
11/13/2023	9/11/2023	003123 O'REILLY AUTO P	1943-118533		50.60	50.60	4100-031020-5408-	-
11/13/2023	9/13/2023	003123 O'REILLY AUTO P	1943-118769		27.99	27.99	4100-031020-5408-	-
					144.57	144.57 *		
11/13/2023	9/29/2023	005078 OFS	921832		13,339.20	13,339.20	4100-094010-8029-	-
					13,339.20	13,339.20 *		
11/13/2023	9/19/2023	003041 OVERDRIVE INC	H-0098979	10	323.23	323.23	4100-073010-5411-	-
					323.23	323.23 *		
11/13/2023	10/27/2023	002812 RICOH USA, INC	5068350513		6.55	6.55	4100-021020-5401-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5065404844		5.88	5.88	4100-021020-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5067404362		167.12	167.12	4100-012010-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068404341		30.32	30.32	4100-032050-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068404345		17.77	17.77	4100-012130-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068404419		71.71	71.71	4100-022010-5401-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068404877		14.03	14.03	4100-032050-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068405160		19.39	19.39	4100-022010-5415-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068405200		13.49	13.49	4100-034010-5401-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068405318		1.30	1.30	4100-031020-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068405738		3.49	3.49	4100-021020-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068405986		4.32	4.32	4100-031020-3005-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068406212		83.53	83.53	4100-012090-5401-	-
11/13/2023	11/01/2023	002812 RICOH USA, INC	5068415578		45.27	45.27	4100-021020-3005-	-
					484.17	484.17 *		
11/13/2023	10/27/2023	000663 RUSSELL COUNTY	OCT-23	1	7,740.00	7,740.00	4100-095010-9130-	-
11/13/2023	10/27/2023	000663 RUSSELL COUNTY	OCT23 WWTP	2	232.32	232.32	4100-082010-8025-	-
					7,972.32	7,972.32 *		
11/13/2023	10/30/2023	000580 RUSSELL OIL COM	8091-42		113.97	113.97	4100-043020-5102-	-
					113.97	113.97 *		
11/13/2023	10/24/2023	001299 SIGN SHOP OF SO	4066		510.00	510.00	4100-042400-5413-	-
					510.00	510.00 *		
11/13/2023	9/29/2023	004710 SKANSKA USA BUI	2220802-40		15,529.00	15,529.00	4100-094010-8029-	-
					15,529.00	15,529.00 *		
11/13/2023	10/02/2023	001941 SOUTHERN SOFTWA	255383		9,293.00	9,293.00	4100-032050-3005-	-
					9,293.00	9,293.00 *		

<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>
11/13/2023	10/30/2023	004662	SOUTHWEST TOOL 152831		144.00	144.00	4100-094010-8034-	-
					144.00	144.00 *		
11/13/2023	10/16/2023	001700	SOUTHWEST VA VE 155552	1	1,002.71	1,002.71	4100-031020-5409-	-
11/13/2023	10/25/2023	001700	SOUTHWEST VA VE 155704		7,595.02	7,595.02	4100-035010-5404-	-
					8,597.73	8,597.73 *		
11/13/2023	9/30/2023	002216	SOUTHWEST VIRGI JULY-SEPT 23		450.00	450.00	4100-022010-5415-	-
					450.00	450.00 *		
11/13/2023	10/13/2023	005071	STONEWALL TOOL I-000017		494.91	494.91	4100-072020-5407-	-
					494.91	494.91 *		
11/13/2023	10/31/2023	003144	SUMMIT BUSINESS 2023385		78.75	78.75	4100-012300-7002-	-
					78.75	78.75 *		
11/13/2023	11/13/2023	005117	SWORDS CREEK CO FY 24 APPRO		1,500.00	1,500.00	4100-071040-5613-	-
					1,500.00	1,500.00 *		
11/13/2023	11/06/2023	000366	THE LEBANON NEW 3400872 2023		34.00	34.00	4100-013020-3007-	-
					34.00	34.00 *		
11/13/2023	10/04/2023	004103	THE SUPPLY ROOM 5119369-0		81.89	81.89	4100-021020-5401-	-
					81.89	81.89 *		
11/13/2023	11/01/2023	002952	THOMAS BODY SHO 1101231		500.00	500.00	4100-031020-5408-	-
11/13/2023	11/01/2023	002952	THOMAS BODY SHO 1101231		4,464.54	4,464.54	4100-099000-5000-	-
11/13/2023	11/01/2023	002952	THOMAS BODY SHO 1101232		500.00	500.00	4100-031020-5408-	-
11/13/2023	11/01/2023	002952	THOMAS BODY SHO 1101232		4,398.25	4,398.25	4100-099000-5000-	-
11/13/2023	9/01/2023	002952	THOMAS BODY SHO 901231		500.00	500.00	4100-031020-5408-	-
11/13/2023	9/01/2023	002952	THOMAS BODY SHO 901231		4,807.85	4,807.85	4100-099000-5000-	-
					15,170.64	15,170.64 *		
11/13/2023	10/01/2023	004868	TKE ELEVATOR CO 3007507811		1,111.24	1,111.24	4100-094010-7056-	-
					1,111.24	1,111.24 *		
11/13/2023	11/06/2023	004956	TRC LOCKBOX 115065		569.50	569.50	4100-042010-3090-	-
					569.50	569.50 *		
11/13/2023	10/16/2023	001079	TREASURER OF VI LV202304-		248.17	248.17	4100-034010-5401-	-
					248.17	248.17 *		
11/13/2023	10/04/2023	002133	TREASURER OF VI 10042023		40.00	40.00	4100-035030-3001-	-
					40.00	40.00 *		
11/13/2023	9/26/2023	005118	TRI-TECH FORENS 00928035		18,787.04	18,787.04	4100-094010-8041-	-
					18,787.04	18,787.04 *		
11/13/2023	10/31/2023	003965	UNIFIRST CORPOR 1730092802		19.42	19.42	4100-043020-3008-	-
11/13/2023	10/31/2023	003965	UNIFIRST CORPOR 1730092804		33.39	33.39	4100-043020-3008-	-
11/13/2023	10/31/2023	003965	UNIFIRST CORPOR 1730092807		184.81	184.81	4100-043020-3008-	-
11/13/2023	11/07/2023	003965	UNIFIRST CORPOR 1730093909		19.42	19.42	4100-043020-3008-	-
11/13/2023	11/07/2023	003965	UNIFIRST CORPOR 1730093914		21.06	21.06	4100-043020-3008-	-
					278.10	278.10 *		
11/13/2023	10/10/2023	000758	WALLACE FURNITU 133740		169.38	169.38	4100-071040-5613-	-
11/13/2023	10/10/2023	000758	WALLACE FURNITU 133746		14.71	14.71	4100-043020-5407-	-
11/13/2023	10/11/2023	000758	WALLACE FURNITU 133755		24.24	24.24	4100-072020-5407-	-
11/13/2023	10/17/2023	000758	WALLACE FURNITU 133780		97.96	97.96	4100-071040-5613-	-
11/13/2023	10/24/2023	000758	WALLACE FURNITU 133824		17.03	17.03	4100-071040-5613-	-
					323.32	323.32 *		
11/13/2023	9/21/2023	003510	WAYNE MUSICK 8585		379.00	379.00	4100-043020-5408-	-
11/13/2023	10/18/2023	003510	WAYNE MUSICK 8622		1,663.00	1,663.00	4100-043020-5408-	-
					2,042.00	2,042.00 *		
11/13/2023	10/31/2023	004278	WELLS FARGO VEN 107734889		215.04	215.04	4100-012090-5401-	-
					215.04	215.04 *		
11/13/2023	11/20/2023	002375	WINDSTREAM 11202023		67.49	67.49	4100-031020-5203-	-
					67.49	67.49 *		
			TOTAL FOR DUE DATE 11/13/2023		637,356.79	637,356.79		
			TOTAL DUE FOR FUND- 4100		637,356.79	637,356.79		

AP060 11/08/2023

A/P CASH REQUIREMENTS PRE-LIST COMPANY #-001 FUND#4100

PAGE 6

<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>
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<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>
11/13/2023	11/06/2023	004596 DALY COMPUTERS	PSI1122380		63,765.00	63,765.00	4211-094010-8029-	-
					63,765.00	63,765.00 *		
11/13/2023	10/27/2023	000198 DOMINION OFFICE	158068		404.25	404.25	4211-094010-8029-	-
11/13/2023	10/27/2023	000198 DOMINION OFFICE	158069		329.97	329.97	4211-094010-8029-	-
11/13/2023	11/03/2023	000198 DOMINION OFFICE	158219		53.99	53.99	4211-094010-8029-	-
					788.21	788.21 *		
11/13/2023	10/13/2023	003676 GENTRY LOCKE AT	320117		10,225.00	10,225.00	4211-011010-5415-	-
					10,225.00	10,225.00 *		
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3944		9,499.80	9,499.80	4211-094010-8029-	-
11/13/2023	10/26/2023	003866 INNOVATIVE TECH	3944		5,475.00	5,475.00	4211-094010-8029-	-
					14,974.80	14,974.80 *		
11/13/2023	10/18/2023	005027 POTESTA AND ASS	167404		8,828.31	8,828.31	4211-011010-5415-	-
					8,828.31	8,828.31 *		
		TOTAL FOR DUE DATE 11/13/2023			98,581.32	98,581.32		
		TOTAL DUE FOR FUND- 4211			98,581.32	98,581.32		

<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>
11/13/2023	10/02/2023	000580 RUSSELL OIL COM	39538		351.69	351.69	4839-083990-5102-	-
11/13/2023	10/16/2023	000580 RUSSELL OIL COM	39551		456.96	456.96	4839-083990-5102-	-
					808.65	808.65 *		
11/13/2023	10/02/2023	000758 WALLACE FURNITU	133704		31.49	31.49	4839-083990-5407-	-
					31.49	31.49 *		
TOTAL FOR DUE DATE 11/13/2023					840.14	840.14		
TOTAL DUE FOR FUND- 4839					840.14	840.14		
NON-DIRECT DEPOSIT					736,778.25	736,778.25		
DIRECT DEPOSIT					.00	.00		
E-Payable Total					.00	.00		
FINAL DUE					736,778.25	736,778.25		
						.00		



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item: B-3  
Presenter: Chairperson

**Meeting: 11/13/23 6:00 PM**

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## **Board Appointments**

### **Dante Community Center Board**

<b>Catherine Pratt</b>	<b>2-Year Term</b>	<b>October 12, 2023</b>
<b>Jason Gullett</b>	<b>2-Year Term</b>	<b>October 12, 2023</b>

### **Russell County Planning Commission**

<b>Mark Mitchell</b>	<b>4-Year Term</b>	<b>October 1, 2023</b>
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### **Cumberland Plateau Economic Development Commission**

<b>James Eaton Jr.</b>	<b>1-Year Term</b>	<b>October 12, 2023</b>
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### **Staff Recommendation:**

Presentation – Informational Only.

### **Suggested Motion:**

Board Discretion.

### **ATTACHMENTS:**

Various





Name	District	Term	Term Ending
<b><u>Community Policy Management Team</u></b>			
Lonzo Lester		Four Year	November 4, 2023
<b><u>Oak Grove Community Center</u></b>			
Linda Cross	1	Two Years	November 1, 2023
Rita "Charlene" Johnson	1	Two Years	November 1, 2023
Tammy Perry	1	Two Years	November 1, 2023
John Perry	1	Two Years	November 1, 2023
Nancy Osborne	1	Two Years	November 1, 2023
Peggy Kegley	1	Two Years	November 1, 2023
Name	District	Term	Term Ending
<b><u>Community Policy Management Team</u></b>			
Rebecca Dye	6	Four Year	December 31, 2023
<b><u>Highway &amp; Safety Commission</u></b>			
Linda Cross	1	Two Years	December 31, 2023
<b><u>Industrial Development Authority</u></b>			
Donnie Christian	6	Four Term	December 31, 2023
Nelson "Tony" Dodi	5	Four Term	December 31, 2023
Richard Lockridge	5	Four Term	December 31, 2023
<b><u>Southwest Virginia EMS Council</u></b>			
Maxie Skeen	3	Four Years	December 31, 2023



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

DATE OF APPLICATION: 2-28-23

(Please print or type in black ink)

VOTING DISTRICT: 3

NAME: Jonathan Eaton jjeaton2013@gmail.com  
(First) (Last) (Email Address)

MAILING ADDRESS: 74 Sykes Drive Honaker, VA 24260

E911 ADDRESS: 74 Sykes Drive

TELEPHONE NUMBERS: \_\_\_\_\_ 296-701-1427 \_\_\_\_\_  
(Home) (Business) (Cell)

PROFESSION/VOCATION: President/Owner of Appalachian Chemical Company, Engineer and Technician for Cable Plus, Owner of J and A Investments

BOARDS/COMMITTEE ON WHICH YOU WISH TO SERVE: Russell County IDA  
Russell County Tourism  
(List no more than 3 -- in order of preference :)

OTHER INTERESTS: Farming (raising cattle and horses), remodeling rental properties, Spending time with my wife and son,

EDUCATION: High School and Two years of college at SWCC

JOB EXPERIENCE: Eight years working for a cable and broadband company. Operating two of my companies, Appalachian Chemical Company and J+A Investments.

CIVIC OR SERVICE ORGANIZATION EXPERIENCE: President of Appalachian Gateway Horse and Trail Association (Non-profit Organization) 5 years at Cleveland, VA

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

IF YES, PLEASE NAME: \_\_\_\_\_

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

IF YES, PLEASE NAME: \_\_\_\_\_



Loretta Vance <loretta.vance@russellcountyva.us>

## Online Form Submittal: Board and Committee Application

1 message

noreply@civicplus.com <noreply@civicplus.com>  
To: vicki.porter@russellcountyva.us, loretta.vance@russellcountyva.us

Thu, Oct 12, 2023 at 2:23 PM



### Board and Committee Application

Name	Philip Addington
Email Address	<a href="mailto:philip.addington@yahoo.com">philip.addington@yahoo.com</a>
Mailing Address:	293 Greystone DR Castlewood Va 24224
E-911 Address:	<i>Field not completed.</i>
Phone Number	276-608-5759
Fax Number	<i>Field not completed.</i>
Board/Committee on Which You Wish to Serve	IDA
Other Interests	outdoor recreation, sports, history, and family
Education	HS, some college and various vocation training.
Job Experience	Home Constuction, Class CDL over the road trucking, Norfolk Southern Railway signal maintenance
Are you currently a registered voter?	Yes
What voting district do you reside in?	District 2
Civic or Service Organization Experience	Volunteer Fireman, coached various little league teams, Active member and Primitive Baptist Elder, member Russell County Planning Commision

---

Are you currently a member  
of a Russell County Board or  
Committee?

Yes

---

If YES, please name:

Russell County Planning Commision

---

Have you previously served  
as a member of a Russell  
County Board or Committee?

*Field not completed.*

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If YES, please name:

*Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)



**Board of Supervisors**  
137 Highland Drive  
Lebanon, VA 24266

Action Item C-1 – C-17  
Presenter: Administrator

**Meeting: 11/13/23 6:00 PM**

## County Administrator Reports & Requests

The County Administrator Reports & Request for November 2023:

### REPORTS

- 1. VACo Preliminary Legislative Program 2024.....C-1
- 2. RC Parks Ordinance Review.....C-2
- 3. RC School Energy Performance CleanSource Capital SAVES Credit Payment Agreement of \$127,046.45.....C-3
- 4. VDOT October 2023 Report.....C-4
- 5. RC Sheriff, Town of Lebanon, & Town of Honaker – “Shop With A COP”.....C-5

### REQUESTS

- 6. RC BOS Annual Holiday Community Turkey Donation (1,000 Families) & County Employees (222 Employees).....C-6
- 7. RC PSA Virginia Water Supply Revolving Fund Nash Ford & Clinch Mountain Road Project.....C-7
- 8. 2023-2024 Authorized General Registrar & Local Electoral Board Member Salaries for Russell County.....C-8
- 9. VDEM FY2024 PSAP Staffing Recognition Grant (\$30,000).....C-8
- 10. VA 9-1-1 Services Board – FY24 Data Maint & Data Transfer Grant (\$5,000)....C-10
- 11. VDOT Speed Study (Lynn Springs Road, Rte. 632).....C-11
- 12. RC Courthouse Skanska Project Management Services Agreement.....C-12
- 13. RC Human Resource & Payroll Position.....C-13
- 14. DHCD CDBG Planning Grant – Dante Downtown Revitalization Comprehensive Community Development (\$60,000).....C-14
- 15. DEQ Litter Prevention & Recycling Program Grant (\$25,440).....C-15
- 16. National Opioid Settlement Payment (\$15,156.81).....C-16
- 17. RC Landfill Proposed Professional Services – TRC Engineers Inc.....C-17

### **STAFFRECOMMENDATION(s):**

Board Discretion.

### **SUGGESTED MOTION(s):**

Board Discretion.

BOARD OF SUPERVISORS  
COUNTY OF RUSSELL  
LEBANON, VIRGINIA

Ordinance

At a regular meeting of the Russell County Board of Supervisors held in the Russell County Government Center, Lebanon, Virginia, on the \_\_\_\_ day of \_\_\_\_\_, 2015.

Present

Vote

Jon Bowerbank, Chairman  
Joseph Puckett, Vice Chairman  
Bob Gibson  
Ernest "Shy" Kennedy  
Freddie Arrington  
Danny L. Brown  
Rebecca Dye

On motion of \_\_\_\_\_, seconded by \_\_\_\_\_, which carried \_\_\_\_\_,

the following ordinance was adopted:

RUSSELL COUNTY PARKS  
ORDINANCE

Regulation 1. Definition of Terms

The following terms, unless otherwise expressly defined, shall have the meaning given herein.

- (a) "Park," shall include all designated public parks, historical sites, natural areas, and other recreational areas under the jurisdiction of the Russell County Board of Supervisors.
- (b) "County," refers to the Russell County Board of Supervisors or the Russell County Recreation and Park Commission.
- (c) "Regulation," shall include any regulation duly adopted by the Russell County Board of Supervisors or Russell County Recreation and Park Commission pursuant to the powers contained in Virginia Code Section 15.1-1232(q).
- (d) "Owner," means any person, firm, association, partnership or corporation owning, leasing, operating, or having the exclusive use of a vehicle, animal or any other property under a lease or otherwise.

- (e) "Foot Path or Trail," means any path or trail maintained for pedestrians or handicapped persons.
- (f) "Bicycle Path," means any path maintained for bicycles.
- (g) "Permits," means any written license issued by or under authority of the Board of Supervisors or the Russell County Recreation and Park Commission, permitting the performance of a specified act or acts.
- (h) "Person," means any natural person, corporation, company, association, organization, firm or partnership.
- (i) "Motor Vehicle," means any wheeled conveyance, whether motor powered or animal-drawn. The term shall include any trailer in tow of any size, kind or description.
- (J) "Camping Unit," shall mean a tent, sleeping bag, etc., and shall not mean tent trailer, travel trailer, camping trailer, pick-up camper, motor home or any other type of temporary living quarters or shelter, whether motor driven or designed to be attached to or drawn by a vehicle.

### CONSTRUCTION AND SCOPE OF REGULATIONS

#### Regulation 2.

#### Construction

Provisions of this regulations shall be construed as follows:

- (1) Any terms in the singular shall include the plural;
- (2) Any term in the masculine shall include the feminine and the neuter;
- (3) Any requirements or prohibition of any act shall extend to and include the causing or procuring, directly or indirectly of such act;
- (4) When not inconsistent with the context, words in the present tense include the future;
- (5) No provision hereof shall make unlawful any act necessarily performed by any officer, employee of the County, or agent of the County in the property and necessary execution of the terms of any agreement with the County;
- (6) Any act prohibited by these regulations, provided it is not otherwise prohibited by law or local ordinance, shall be lawful if performed under, by virtue of and strictly within the provision of a permit so to do and to the extent authorized; and
- (7) These regulations are in addition to and supplement the Virginia Game, Inland Fish and Boat Laws which are incorporated herein and made a part hereof;

#### Regulation 3.

#### Jurisdiction

These regulations shall be effective within and upon all public County parks, historical sites and natural areas, and other recreational areas in Russell County which may be under the jurisdiction of the Russell County Board of Supervisors and shall regulate the use thereof by all persons.



## PRESERVATION OF PARKS

### Regulation 4. Flowers, Plants, Minerals, etc.

No person shall remove, destroy, cut down, carve, mutilate, transplant, take or gather in any manner any tree, flower, fern, shrub, rock or plant, historical artifact, or mineral in any park, Nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas or in any other way injure or impair the natural beauty or usefulness of any area.

### Regulation 5. Buildings, Signs, Structures, etc.

No person shall in any manner deface, disturb, destroy, or disfigure any part of any park, nor any building, sign, equipment, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices of placards whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

## REFUSE AND RUBBISH

### Regulation 6. Disposal of Refuse, Garbage, etc.

No person shall discharge, deposit in any part of any park or body of water in or adjacent to any park any garbage, sewage, refuse, waste, vegetables, food stuffs, boxes, tin cans, paper, litter or any other waste or offensive material, except in proper trash receptacles where these are provided.

### Regulation 7. Pollution of waters

No persons shall bathe dogs or other animals, wash vehicles or clothing in the streams, or other waters of any park, or throw, discharge or otherwise cause to be placed into streams, or other waters of the park or in any storm sewer or drain flowing into said waters, any substance, matter or thing, liquid or solid, which may or shall result in the pollution of said waters.

## DISORDERLY CONDUCT

### Regulation 8. Disorderly Conduct Prohibited

No person shall disobey a lawful order of a Park Supervisor or other duly authorized officer or agent of the County; nor commit a nuisance; nor use abusive, profane, or insulting language; nor unreasonably disturb or annoy others; nor do any act tending to or amounting to a breach of the peace nor conduct himself in any disorderly manner whatsoever.

### Regulation 9. Gambling

Gambling in any park is prohibited.

Regulation 10.

Disorderly Conduct

No persons shall have in his possession any tobacco products, alcoholic beverages, firearms or any other illegal substances or be under the influence of intoxicants while in the confines of any park. Anyone found in violation will be removed from the park and are subject to arrest.

Regulation 11.

Use of Equipment

No person shall tamper with or otherwise vandalize any equipment at any park.

Regulation 12.

Illegal Drugs

No person shall have in his possession or be under the influence of illegal drugs.

HOURS OF ACCESS

Old Russell County Courthouse

Regulation 13.

No person, except employees or officers of the County, shall be allowed on the premises of the Old Russell County Courthouse from sunset until dawn of the following day unless by special permit issued by the County.

Regulation 14.

All Other Parks

Normal operating hours of parks are from dawn until 10:00 pm. All events should be concluded by this time unless arrangements are made in advance with the park's Board of Directors. No person except employees or officers of the county shall be allowed within the confines of any park after normal operating hours. Use of buildings and events specifically designated by the commission or its agents are the only exception.

Regulation 15.

Facility Use

A Facility Use Application must be submitted to the Board of Directors for approval ten (10) days before the event.

Regulation 16.

Any individual or organization sponsoring an event must provide sufficient adult supervision to maintain order and safety of all participants, be responsible for any loss or damage to the property, and provide sufficient liability insurance coverage as required by the Commonwealth of Virginia. The Board of Directors needs to be a named insured on such liability insurance coverage.

Regulation 17.

An individual must be designated as a user group's representative and will accept all liability for personal injuries or damage resulting from the use of the facility.

Regulation 18.

A cash deposit of \$300 to \$1,000 will be required.

Regulation 19.

In the event of property loss or damage, an amount retained from the deposit shall be determined by the Board of Directors.

Regulation 20.

The Board of Directors reserves the right to charge a reasonable fee for use of County facilities.

Regulation 21.

County facilities shall not be used for commercial or personal gain, but proceeds may be used for designated charitable, educational or community welfare purposes.

Regulation 22.

These regulations shall be available to all users of County facilities.

Regulation 23. Bathing Prohibited

No person shall swim in any waters in any park.

Regulation 24. Firearms

No person except designated employees, policy officers, or special police officers shall carry or possess firearms of any description, or slingshot, bow and arrow, dart device, or other device designated for high-speed missile projection.

**Regulation 25. Explosives**

**No persons shall bring into or possess in any park any explosive or explosive substance.**

Regulation 26. Fires, Lighted Cigarettes, etc.

No person shall kindle, build, maintain or use fire other than in places provided or designated for such purposes or otherwise by special permit. Any fire shall be continuously under the care and direction of a competent person over sixteen years of age from the time it is kindled until it is extinguished. No person within the confine of any park shall throw away or discard any lighted match, cigarette, cigar, or other burning object. Any lighted match, cigarette, cigar, or other burning object must be entirely extinguished before being properly disposed of.

Regulation 27.

Smoking

No person shall smoke in any structure or place in any park where smoking is prohibited as indicated by sign. No smoking is allowed when walking nature trails. Smoking may be forbidden by the County or its authorized agent in any part of any park when it is deemed that the fire hazard makes such action advisable.

HUNTING AND FISHING

Regulation 28.

Hunting

No person shall hunt, pursue, trap, shoot, injure, kill or molest in any way any bird or animal within the confines of a park, nor shall any person possess any wild bird or animal within a park. Shooting into a park from beyond park boundaries is prohibited.

Regulation 29.

Fishing

Fishing is permitted in designated areas of parks. All persons fishing must have a State Fishing License as required by law and comply with all applicable state laws and regulations. No commercial fishing is allowed.

DOGS AND OTHER ANIMALS

Regulation 30.

Animals at Large

No person shall cause or permit any animal owned by him, in his custody or under his control, except an animal restrained by a leash not exceeding six feet in length, to enter any park, and any such animal may be seized and disposed of as provided by law.

MODEL ROCKETS OR AIRPLANES

Regulation 31.

Certain Activities Prohibited

No person shall engage in the flying of powered model rockets or airplanes in any park.

TRAFFIC AND PARKING

Regulation 32.

Vehicles Use

No person shall drive a motor vehicle in any park within or upon a safety zone, walk, bicycle path, nature Trail, fire truck trail, service road or any park not designated for, or customarily used by motor vehicles, except properly authorized individuals engaged in fire control, park maintenance, or other necessary park-related activities.

Regulation 33.

Parking

(a) In General. No owner or driver shall cause or permit a vehicle to stand anywhere in any park outside of designated parking spaces, except at reasonable times to receive or discharge passengers. Parking shall be in accordance with the posted direction at the parking area and/or with the instruction of any attendant who may be present.

(b) Handicapped Parking. No owner or driver shall cause or permit a vehicle to stand in any space designated for use by the handicapped in any park unless the vehicle displays a license plate or decal issued by The Commissioner of Motor Vehicles of Virginia, or a similar identification issued by similar authority in some other state or District of Columbia.

Regulation 34.

Obstructing Traffic

No person shall cause or permit a vehicle to obstruct traffic.

Regulation 35.

Speed Limit

The speed limit on any park road is no more than 15 miles per hour.

Regulation 36.

Excessive Loads

No person shall operate any excessively loaded vehicle anywhere in any park. The determination of whether a load is excessive will be made by the Park Official and will be based upon the load and the condition of the road.

AVIATION

Regulation 37.

No person shall voluntarily bring, land or cause to descend or alight within or upon any park, any airplane, flying machine, balloon, parachute or other apparatus for aviation except under permit or by forced landing in the event of an emergency.

CLOSED AREAS

Regulation 38.

No person shall enter or use an area posted as "Closed to the Public".

ENFORCEMENT

Regulation 39.

(a) Officials. The Director and park attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this Ordinance.

(b) Ejectment. The Director and any park attendant shall have the authority to eject from the park any person acting in violation of this Ordinance.

PENALTIES

Regulation 40.

It shall be unlawful and constitute a misdemeanor for any person to violate any of the provisions of the Russell County Park Commission Rules, as promulgated under the authority of Virginia Code Section 15.1-1232(q).

Each day any person continues to act in violation of any of the rules shall constitute a separate offense.

Every person convicted of a misdemeanor for violation of any of the rules shall be punished by a fine of not less than ten dollars nor more than five hundred dollars and the trial of all violations of this ordinance shall be enforced by proceedings before the Judge of the Russell County District Court, in the manner and with like rights of appeal as is provided in misdemeanor cases; and the Sheriff and all deputies, Virginia Game Warden, and all police officers of Russell county are hereby authorized to issue summons in writing to the violators of this ordinance to appear before said Court. All fines collected from any person for violating any portion of this ordinance, upon conviction thereof, shall be credited to the general revenue funds of the County of Russell and deposited by the Treasurer or Russell County in the same manner as provided for other monies.

Regulation 41.

Saving Clause

If any section, phrase or part of this ordinance should for any reason be held invalid by a court of competent jurisdiction, such decision shall not effect the remainder of this ordinance; and every remaining section, phrase or part thereof shall continue in full force and effect.

This ordinance shall become effective \_\_\_\_\_, 2015.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
JON BOWERBANK, CHAIRMAN  
Russell County Board of Supervisors

Attest: \_\_\_\_\_  
Clerk



October 31, 2023

**Via Electronic Transmission**

Ms. Patricia A. Welling  
U.S. Bank National Association  
1021 E. Cary Street, Suite 1820  
Richmond, VA 23219

**Re: Instructions for Disbursement of Credit Payments Received into the CleanSource Capital SAVES Credit Payment Account for the Benefit of County of Russell, Virginia**

Dear Pat:

I am writing pursuant to the authority granted under the Administrative Services Agreement dated April 19, 2017 between CleanSource Capital, LLC ("Administrator") and County of Russell, Virginia ("County of Russell, Virginia") to provide written instructions with regard to the following credit payments received for the benefit of County of Russell, Virginia (the "Credit Payments") pursuant to the Joinder Agreement dated April 19, 2017 between Administrator, U.S. Bank National Association ("Custodian") and County of Russell, Virginia (the "Joinder Agreement") into the CleanSource Capital SAVES Credit Payment Account (the "Credit Payment Account") established under the Master Custody Agreement dated March 17, 2017 between Administrator and Custodian (the "Master Custody Agreement").

Receiver	Date Received	Credit Payment Amount
County of Russell, Virginia	10/31/2023	\$127,046.45
Total		\$127,046.45

Please disburse these Credit Payments pursuant to the instructions in Exhibit A attached hereto and notify the Administrator of the disbursements when made.

Please let us know of any questions or additional information needed to implement these instructions. As always, thank you for your assistance in this matter and your continued work with the VA SAVES Green Community Program.

Yours sincerely,

A handwritten signature in blue ink that reads "W. Gregory Montgomery".

W. Gregory Montgomery  
Managing Director

**1447 S. Tryon Street, Suite 301, Charlotte, NC 28203 Phone: 704-271-9889**



**Exhibit A**

**Instructions for Disbursement of Credit Payment Received on October 31, 2023 into the CleanSource Capital SAVES Credit Payment Account for the Benefit of the County of Russell, Virginia**

To be disbursed to the Project Owner Account as per the instructions in Schedule I to the Joinder Agreement.	\$116,153.56
To be disbursed to the Administrator in payment of the attached Loan Servicing Invoice dated 10/15/2023 as authorized by the Project Owner, pursuant to the instruction at the bottom of the invoice.	\$10,892.89
<b>Total Disbursements</b>	<b><u>\$127,046.45</u></b>



**FIXED RATE BOND - DEBT SERVICE SCHEDULE**

For Servicing Period Ending 09/30/2023

<b>Virginia Resources Authority Taxable Qualified Energy Conservation Revenue Bond, (VirginiaSAVES Green Community Program - Russell County Projects) Series 2017 (Direct</b>			
<b>Debt Service Schedule</b>			
<b>Amount</b>	\$ 5,588,478.16	<b>Average Principal Payment</b>	\$ 266,118.01
<b>Payments/Year</b>	1	<b>Total Interest</b>	\$ 2,895,313.31
<b>Total Payments</b>	21	<b>Maturity</b>	10/1/2036
<b>Annual Rate</b>	4.60%	<b>Applicable Credit Rate</b>	4.36%
		<b>Published</b>	4/17/2017
		<b>Total Projected Credit Payment (3)</b>	\$ 1,920,977.44
		<b>Actual Credit Payment Received</b>	\$ 913,891.34
		<b>Projected Credit Payment Remaining (3)</b>	\$ 951,585.10

Notes to Servicing Records

(1) Credit payments acknowledged by IRS & received in Custodial Account. *Red indicat*

(2) Sequestration set for FY9/30/24 at

5.70%

(3) Before impact of Sequestration

Scheduled Debt Payments					QECB Credit Payment Calculation		Amount of Credit Payment Submitted to IRS on Form 8038-CP*		Projected Credit Payment	Actual Credit Payment Received by Russell into Custody Account		Actual Sequestration Rate
Pmts	Date	Balance	Principal	Interest	360 Interest Calculated Using the Credit Rate	Calculated Credit Payment*	Date	Amount	Rec'd by Russell in Custody Acct	Date	Amount	
						*At 70% of Credit Rate		*Lesser of interest or calc CP	Amount (2)			
0	4/19/2017	\$ 5,588,478.16										
1	10/1/2017	\$ 5,365,990.84	\$ 222,487.32	\$ 115,681.50	\$ 109,645.94	\$ 76,752.16	7/27/2017	\$ 76,752.16	\$ 71,456.26	9/20/2017	\$ 71,456.25	6.9%
2	5/21/2018	\$ 5,349,932.49	\$ 16,058.35	\$ -	\$ -	\$ -		\$ -	\$ -			
3	10/1/2018	\$ 5,176,161.76	\$ 173,770.73	\$ 246,096.89	\$ 233,257.06	\$ 163,279.94	7/27/2018	\$ 163,279.94	\$ 152,503.46	9/4/2018	\$ 152,503.46	6.6%
4	10/1/2019	\$ 4,990,498.17	\$ 185,663.59	\$ 238,103.44	\$ 225,680.65	\$ 157,976.46	7/26/2019	\$ 157,976.46	\$ 148,181.92	9/10/2019	\$ 148,181.91	6.2%
5	10/1/2020	\$ 4,792,450.42	\$ 198,047.75	\$ 229,562.92	\$ 217,585.72	\$ 152,310.00	7/24/2020	\$ 152,310.00	\$ 143,628.33	12/8/2020	\$ 144,917.26	5.7%
6	10/1/2021	\$ 4,581,512.01	\$ 210,938.41	\$ 220,452.72	\$ 208,950.84	\$ 146,265.59	7/23/2021	\$ 146,265.59	\$ 137,928.45	9/27/2021	\$ 137,928.44	5.7%
7	10/1/2022	\$ 4,357,157.38	\$ 224,354.63	\$ 210,749.55	\$ 199,753.92	\$ 139,827.75	7/25/2022	\$ 139,827.75	\$ 131,857.56	9/13/2022	\$ 131,857.57	5.7%
8	10/1/2023	\$ 4,118,843.29	\$ 238,314.09	\$ 200,429.24	\$ 189,972.06	\$ 132,980.44	7/21/2023	\$ 132,980.44	\$ 125,400.56	10/31/2023	\$ 127,046.45	5.7%

es not yet rec'd

(3) Assigned to Banc of America and payments made directly by Russell County

Virginia Resources Authority Taxable Qualified Energy Conservation Revenue Bond, (VirginiaSAVES Green Community Program - Russell County Projects) Series 2017 (Direct Pay)						
Financing Lease ("Lease")(1)						
Actual Debt Payments						
Date	Pmt #	Transaction	Amount	Principal	Interest	Balance
4/19/2017		Funding	\$ 5,588,478.16			\$ 5,588,478.16
10/1/2017	1	Payment	\$ 338,168.82	\$ 222,487.32	\$ 115,681.50	\$ 5,365,990.84
5/21/2018	2	Principal	\$ 16,058.35	\$ 16,058.35	\$ -	\$ 5,349,932.49
10/1/2018	3	Payment	\$ 419,867.62	\$ 173,770.73	\$ 246,096.89	\$ 5,176,161.76
10/1/2019	4	Payment	\$ 423,767.03	\$ 185,663.59	\$ 238,103.44	\$ 4,990,498.17
10/1/2020	5	Payment	\$ 427,610.67	\$ 198,047.75	\$ 229,562.92	\$ 4,792,450.42
10/1/2021	6	Payment	\$ 431,391.13	\$ 210,938.41	\$ 220,452.72	\$ 4,581,512.01
10/1/2022	7	Payment	\$ 435,104.18	\$ 224,354.63	\$ 210,749.55	\$ 4,357,157.38
10/1/2023	8	Payment	\$ 438,743.33	\$ 238,314.09	\$ 200,429.24	\$ 4,118,843.29

(4) Payments under the Lease are credited against the Note.

Virginia Resources Authority Taxable Qualified Energy Conservation Revenue Bond, (VirginiaSAVES Green Community Program - Russell County Projects) Series 2017 (Direct Pay)						
VRA Bond						
Actual Debt Payments						
Date	Pmt #	Transaction	Amount	Principal	Interest	Balance
4/19/2017		Funding	\$ 5,588,478.16			\$ 5,588,478.16
10/1/2017	1	Payment	\$ 338,168.82	\$ 222,487.32	\$ 115,681.50	\$ 5,365,990.84
5/21/2018	2	Principal	\$ 16,058.35	\$ 16,058.35	\$ -	\$ 5,349,932.49
10/1/2018	3	Payment	\$ 419,867.62	\$ 173,770.73	\$ 246,096.89	\$ 5,176,161.76
10/1/2019	4	Payment	\$ 423,767.03	\$ 185,663.59	\$ 238,103.44	\$ 4,990,498.17
10/1/2020	5	Payment	\$ 427,610.67	\$ 198,047.75	\$ 229,562.92	\$ 4,792,450.42
10/1/2021	6	Payment	\$ 431,391.13	\$ 210,938.41	\$ 220,452.72	\$ 4,581,512.01
10/1/2022	7	Payment	\$ 435,104.18	\$ 224,354.63	\$ 210,749.55	\$ 4,357,157.38
10/1/2023	8	Payment	\$ 438,743.33	\$ 238,314.09	\$ 200,429.24	\$ 4,118,843.29

**Russell County BOS**  
**VDOT Update**  
**November 13, 2023**

**Board Action Requests**

The Residency reiterates the following request:

The Coal Committee authorized \$100,000 in funds for repairs to Route 615 (from Chaney Creek to Back Valley) at its April 13, 2023, meeting. If the Board has not already done so, a resolution by the Board allocating the coal severance tax funds to the work on the route is needed. A resolution adopting the overall coal road plan is acceptable with a copy of the coal road plan referenced in - and attached - to the resolution with the Route 615 project shown in the plan.

**Maintenance Activities - Completed**

Maintenance crews are actively involved in a variety of activities including:

- Maintenance work (spreading gravel, blading) was conducted on route 612.
- Shoulder repairs were completed on portions of Routes 82 and 678.
- Ditching and pipe clearing operations were completed portions of Routes 71, 603, 621, 645 and 673.
- Pipe replacements completed include a triple run of pipe on Route 611, a double run of pipe on Route 613 and a single run of pipe on Route 635.
- Boom Ax / Tree Trimming & Brush cutting operations were completed on portions for the following routes: 600, 615, 632, 665, 782 and 1088.
- Pothole patching was completed on portions of routes 19, 71, 645, 661 and 668.
- Roadside mowing operations continued with the third mowing cycle on primary routes complete. Mowing operations are now limited to spot mowing for visibility issues.
- Ditching on Routes 67 and 71.

**Maintenance Activities - Planned**

- Slope stabilization / slide repair on Route 621. This work as a 'time of year' restriction on it which prevents work from being done during certain months due to environmental concerns.
- Boom ax work on various routes throughout the County.
- Pothole patching on routes throughout the County as weather and workload allow.
- Pavement Repairs (machine patching) on Route 615 (CST funded – See Board request above)
- Debris removal on various routes (down trees and rocks/slides).
- Removal of dead trees on Routes 80 (Hayter's Gap), 71, and 65.

- 618 Rabbit Ridge - Grader patch paved section latter this summer.
- Ditching at various locations through the County.
- Streambank stabilization on Routes 613 (Moccasin Valley) and 661 (Artrip)
- Drainage / slope stabilization in the median of Route 19 (Bypass) near Coal Tipple Hollow.

### **Rural Rustic / 6 Year Plan Projects**

Work on Blanch Davis Road (Route 606) has been completed.

Work on a one-mile segment of Lower Copper Creek (Route 678) has been completed.

North Cedar Acres is a small project (adding approximately 370 feet) has been completed.

### **Non — VDOT Projects**

#### Pure Salmon Project

No new information to report this month.

#### Three Rivers Destination Center

No new activity this month on this project.

### **2023 Resurfacing**

The following routes will be resurfaced (asphalt overlay) during the 2023 paving season:

- Route 80: Intersection with Route 67 for a distance 0.4 miles south of Route 67
- Route 611: Intersection with Route 609 to intersection with Route 685.
- Route 622: Buchanan County to intersection with Route 624
- Route 624: Buchanan County to 0.2 miles south of intersection with Route 843
- Route 646: Intersection with Route 637 for a distance 0.8 miles south of Route 637
- Route 678: Intersection with Route 680 for a distance 1.1 miles east of Route 680
- Route 732: Intersection with Route 615 to dead end
- Route 740: Intersection with Route 640 to intersection with Route 645
- Route 845: 0.35 mile loop off Alternate Route 58
- Route 1201: Intersection with Route 82 to dead end
- Route 1202: Intersection with Route 1206 to intersection with Route 82
- Route 1203: Intersection with Route 1206 to intersection with Route 82
- Route 1203: Intersection with Route 82 to intersection with Route 1205
- Route 1204: Intersection with Route 1206 to Route intersection with Route 1205
- Route 1205: Intersection with Route 696 to intersection with Route 1204
- Route 1206: Intersection with Route 1202 to intersection with Route 1204
- Route 1207: Intersection with Route 1208 to intersection with Route 1206
- Route 1208: Intersection with Route 1207 to dead end

The following routes will be resurfaced (latex overlay) during the 2023 paving season:

- Route 603: Intersection with Route 643 to Tazewell County line
- Route 640: Intersection with Route 740 for a distance of 2.5 miles
- Route 662: Intersection with Route 82 to intersection with Route 740
- Route 666: Intersection with Route 628 to intersection with Route 615
- Route 764: Intersection with Route 19 to dead end
- Route 782: Intersection with Route 19 to dead end
- Route 821: Intersection with Route 660 to dead end
- Route 854: Intersection with Route 764 to dead end
- Route 878: Intersection with Route 873 to dead end
- Route 904: Intersection with Route 19 to dead end
- Route 906: Intersection with Route 904 to dead end
- Route 911: Intersection with Route 883 to dead end
- Route 919: Intersection with Route 883 to dead end
- Route 929: Intersection with Route 904 to intersection with Route 904
- Route 998: Intersection with Route 99 to Haber Drive
- Route 999: Intersection with Route 998 to dead end
- Route 1060: Intersection with Route 19 to dead end
- Route 1061: Intersection with Route 1060 to dead end

Residency staff stand ready to respond to inquiries and provide explanations but also offer the 1800-FOR-ROAD call to enter work order requests into VDOT's tracking system.



## **RUSSELL COUNTY SHERIFF'S OFFICE**

William J Watson, Sheriff  
79 Rogers Avenue, Lebanon, Virginia 24266  
Phone: (276) 889-8033 Fax: (276) 889-0753

October 31, 2023

Mrs. Lou Ann Wallace, Chairperson  
Russell County Board of Supervisors  
137 Highland Drive  
Lebanon, VA 24266

Dear Chairperson Wallace and Members of the Russell County Board of Supervisors:

The Russell County Sheriff's Office, Lebanon Police Department, and Honaker Police Department have equally come together in unity to host this years Shop With A Cop Program for Russell County. With the hardships and uncertainty that some families face, especially during the holiday season, the Shop With A Cop Program is an event to provide underprivileged children within Russell County a happy and joyous holiday season. Participants will be selected from area schools and children within Russell County that may not yet be in school through an application process to ensure those chosen are truly deserving and in need of assistance.

It is our hope that the combined efforts of each of these law enforcement agencies, that this will be the most successful Shop with a Cop Program ever. In order for this program to be successful depends upon the kind generosity of the public leaders and businesses in the community. Should you desire to participate in this program any monetary contribution would be greatly appreciated.

Thank you in advance for your assistance in this worthwhile community endeavor. If you have further questions, feel free to contact the Russell County Sheriff's Office at 276-889-8033, Lebanon Police Department at 276-889-7227, or Honaker Police Department at 276-873-5297.

Thank you,

William J Watson  
Sheriff- RCSO

Eric Deskins  
Chief- LPD

Brandon Cassell  
Chief- HPD



*Shawn B. Crumlish*  
Executive Director

October 30, 2023

Tracy Puckett  
Interim Director  
Russell County Public Service Authority  
137 Highland Drive  
Lebanon, VA 24266

Re: **Virginia Water Supply Revolving Fund**  
**Russell County Public Service Authority**  
**WSL-012-22**

Dear Mr. Puckett:

Virginia Resources Authority (the "Authority") is pleased to advise you that the Virginia Department of Health ("VDH") has authorized funding from the Virginia Water Supply Revolving Fund (the "Fund") to the Russell County Public Service Authority (the "PSA") to finance water line extensions, together with related expenses (the "Project"). Funding for the Project will consist of a principal repayment loan of up to \$476,865 (the "Principal Repayment Loan") together with a principal forgiveness loan of up to \$1,112,685 (the "Principal Forgiveness Loan"), for a total funding package of up to \$1,589,550 (the "Loan").

The Cost of Funds on the Principal Repayment Loan will be 2.00% per annum, comprised of 0.50% interest to the Fund, and a fee of 1.50% for administrative and management services attributable to the Loan. Payments on the Principal Repayment Loan will begin approximately six months after the estimated Project completion for a term of up to thirty years.

The Authority hereby offers to extend to the PSA the Loan as stated, subject, however, to the satisfaction of the conditions to purchase the PSA's Local Bond set forth in the enclosed form of Financing Agreement (Sections 2.1, 3.1, and 3.2). A form of Funding Agreement for the Principal Forgiveness Loan is also enclosed.

It is understood that the Principal Repayment Loan will be secured by a pledge of the PSA's water and sewer system revenues and the moral obligation of Russell County by way of a Support Agreement. The PSA's Local Bond evidencing the Principal Repayment Loan shall be issued on a parity basis with all pre-existing bonded indebtedness secured by a pledge of water and sewer system revenues.

Loan closing and the disbursement of funds thereunder may be subject to the availability of funds from the (a) United States Environmental Protection Agency Capitalization Grant under the Safe Drinking Water Amendments of 1996 and (b) Commonwealth of Virginia match grant.

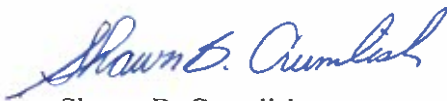
Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition prerequisite thereto established by VDH. The PSA shall comply in all respects with all applicable federal, state, and local laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof by the Fund, including, but not limited to, the federal "crosscutting" requirements identified in the attached Schedule A.

The Authority reserves the right to withdraw or alter the terms of this commitment if, between the date of the PSA's loan application and the date of closing, the PSA incurs any debt or its financial condition changes in any way deemed material by the Authority in its sole discretion. Loan closing will not be set until all applicable pre-closing conditions have been met.

If you have any questions concerning the foregoing, please call George Gordon at 804-616-3449. **If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning to me.** Retain a copy for your records.

If Loan closing shall not have occurred by May 31, 2024, it is understood that the Authority reserves the right to modify any of the conditions of this commitment or to withdraw the loan offer.

Very truly yours,



Shawn B. Crumlish

The Russell County Public Service Authority fully intends (i) to use the offered Loan for the Project and (ii) to commence or continue the Project, as applicable, pending closing of the Loan, on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2023. The foregoing terms and conditions are hereby acknowledged and accepted the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Executive Director

ACKNOWLEDGED BY:

By: \_\_\_\_\_  
County Administrator



Enclosure

cc: Kelly Ward, VDH – Office of Drinking Water  
Megan M. Gilliland, Esq.  
Lonzo Lester, Russell County  
Robert Hilt, USDA Rural Development  
Jason Harter, USDA Rural Development

**SCHEDULE A**  
**FEDERAL CROSS-CUTTING REQUIREMENTS**

**ENVIRONMENTAL AUTHORITIES:**

Archeological and Historic Preservation Act of 1974, Pub. L. 85-523, as amended.

Clean Air Act, Pub. L. 84-159, as amended.

Coastal Barrier Resources Act, Pub. L. 97-348.

Coastal Zone Management Act, Pub. L. 92-583, as amended.

Endangered Species Act, Pub. L. 93-205, as amended.

Environmental Justice, Executive Order 12898.

Floodplain Management, Executive Order 11989 as amended by Executive Order 12148.

Protection of Wetlands, Executive Order 11990.

Farmland Protection Policy Act, Pub. L. 97-98.

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended.

Safe Drinking Water Act, Pub. L. 93-523, as amended.

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended.

**ECONOMIC AND MISCELLANEOUS AUTHORITIES:**

Demonstration Cities and Metropolitan Development Act of 1968, Pub. L. 88-754, as amended, Executive Order 12372.

Procurement Prohibitions under Section 308 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

**SOCIAL LEGISLATION:**

Age Discrimination Act of 1975, Pub. L. 94-135.

Title IV of the Civil Rights Act of 1964, Pub. L. 88-352.<sup>1</sup>

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11814 and 11250).

The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432.

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

Anti-Lobbying Provisions (40 CFR Part 30) (applies only to capitalization grant recipients).

---

<sup>1</sup> The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

**FINANCING AGREEMENT**

**dated as of \_\_\_\_\_ 1, 2023**

**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-012-22

**TABLE OF CONTENTS**  
[To Be Updated]

Page

**ARTICLE I**  
**DEFINITIONS**

Section 1.1. Definitions .....	1
Section 1.2. Rules of Construction .....	4

**ARTICLE II**  
**REPRESENTATIONS**

Section 2.1. Representations by Borrower .....	5
--	---

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

Section 3.1. Loan to Borrower and Purchase of the Local Bond .....	7
Section 3.2. Conditions Precedent to Purchase of the Local Bond .....	7

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

Section 4.1. Application of Proceeds .....	9
Section 4.2. Agreement to Accomplish Project .....	10
Section 4.3. Permits .....	11
Section 4.4. Construction Contractors .....	11
Section 4.5. Engineering Services .....	11
Section 4.6. Borrower Required to Complete Project .....	12

**ARTICLE V**  
**PLEDGE, REVENUES AND RATES**

Section 5.1. Pledge of Revenues; Rate Covenant .....	12
Section 5.2. Annual Budget .....	13
Section 5.3. Qualified Independent Consultant's Report .....	13

**ARTICLE VI**  
**PAYMENTS**

Section 6.1. Payment of Local Bond .....13  
Section 6.2. Payment of Additional Payments .....14

**ARTICLE VII**  
**PREPAYMENTS**

Section 7.1. Prepayment of Local Bond .....14

**ARTICLE VIII**  
**OPERATION AND USE OF SYSTEM**

Section 8.1. Ownership and Operation of Project and System .....15  
Section 8.2. Maintenance .....15  
Section 8.3. Additions and Modifications .....15  
Section 8.4. Use of System .....15  
Section 8.5. Inspection of System and Borrower’s Books and Records .....15  
Section 8.6. Ownership of Land .....16  
Section 8.7. Sale or Encumbrance .....16  
Section 8.8. Collection of Revenues .....16  
Section 8.9. No Free Service .....17  
Section 8.10. No Competing Service .....17  
Section 8.11. Mandatory Connection .....17  
Section 8.12. Lawful Charges .....17

**ARTICLE IX**  
**INSURANCE, DAMAGE AND DESTRUCTION**

Section 9.1. Insurance .....17  
Section 9.2. Requirements of Policies .....18  
Section 9.3. Notice of Damage, Destruction and Condemnation .....18  
Section 9.4. Damage and Destruction .....19  
Section 9.5. Condemnation and Loss of Title .....19

**ARTICLE X**  
**SPECIAL COVENANTS**

Section 10.1. Maintenance of Existence .....19  
Section 10.2. Financial Records and Statements .....20  
Section 10.3. Certificate as to No Default .....20

Section 10.4. Additional Indebtedness .....	20
Section 10.5. Parity Bonds .....	20
Section 10.6. Further Assurances .....	22
Section 10.7. Other Indebtedness .....	22
Section 10.8. Assignment by Borrower .....	22
Section 10.9. Continuing Disclosure Obligations .....	22
Section 10.10. Davis-Bacon Act .....	22
Section 10.11. American Iron and Steel .....	23
Section 10.12. Recordkeeping and Reporting .....	23
Section 10.13. Service Contracts .....	23
Section 10.14. Prohibition on Telecommunications Services or Equipment.....	27

**ARTICLE XI**  
**DEFAULTS AND REMEDIES**

Section 11.1. Events of Default .....	23
Section 11.2. Notice of Default .....	24
Section 11.3. Remedies on Default.....	24
Section 11.4. Delay and Waiver .....	25
Section 11.5. State Aid Intercept .....	25

**ARTICLE XII**  
**MISCELLANEOUS**

Section 12.1. Successors and Assigns .....	25
Section 12.2. Amendments .....	25
Section 12.3. Limitation of Borrower’s Liability .....	25
Section 12.4. Applicable Law .....	26
Section 12.5. Severability .....	26
Section 12.6. Notices .....	26
Section 12.7. Right to Cure Default .....	27
Section 12.8. Headings .....	27
Section 12.9. Term of Agreement .....	27
Section 12.10. Commitment Letter .....	27
Section 12.11. Counterparts .....	27

## **EXHIBITS**

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

## FINANCING AGREEMENT

**THIS FINANCING AGREEMENT** is made as of this first day of \_\_\_\_\_, 2023, 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 Virginia 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 \_\_\_\_\_, 2023, 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 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 [(i) the Agreement for the Bulk Sale of Water dated June 11, 2001, between the Borrower and the Tazewell County Public Service Authority, (ii) the Agreement for the Bulk Sales of Water dated March 14, 2002, between the Borrower and the Town of Lebanon, Virginia, (iii) the Contract for Sale of Water dated October 3, 2013, between the Borrower and the Washington County Service Authority, (iv) the Agreement for Sale and Purchase of Water dated May 6, 2014, between the Borrower and the Buchanan County Public Service Authority, (v) the Water Sale Agreement dated July 8, 2015, between the Borrower and the Town of Honaker, Virginia, and (vi) the Agreement dated September 9, 2015 among the Borrower (formerly The Castlewood Water and Sewage Authority), the Town of St. Paul, Virginia and the Wise County Public Service Authority related to the expansion of the Town of St. Paul’s wastewater treatment plant].

**“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 I 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.

**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 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 and the Local Bond were duly authorized by the Local Resolution and are in substantially the same form as presented to the governing body of the Borrower at its meeting at which the Local Resolution was adopted.

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

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

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bond will have been executed and delivered by duly authorized

officials of the Borrower and will constitute a legal, valid and binding limited obligation of the Borrower enforceable against the Borrower in accordance with its terms.

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

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, 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 and the Support Agreement.
- (b) A certified copy of the Local Resolution.

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

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

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

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

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

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

(i) Evidence satisfactory to the Authority that all governmental permits, licenses, registrations, certificates, authorizations and approvals for the Project required to have been obtained as of the date of the delivery of this Agreement have been obtained and a statement of the Consulting Engineer that he 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 is a valid and enforceable obligation against the County, 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 (for the purposes of this rate covenant, inclusive of amounts transferred or derived from the general fund of the County pursuant to the Support Agreement) 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 Operation 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 G 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 percent (2.00%) per annum, consisting of the following:

- (i) interest of fifty one hundredths percent (0.50%) 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 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) 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. Continuing Disclosure Obligations.** (a) For purposes of this Section, the following terms and phrases shall have the following meaning:

“Annual Financial Information” with respect to any Fiscal Year for the Borrower, means the following:

- (i) the financial statements (consisting of at least a balance sheet and statement of revenues and expenses) of the System, or, if not available, the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the Borrower, which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Borrower after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and
- (ii) operating data of the type set forth in Exhibit H.

“Dissemination Agent” shall mean any person, reasonably acceptable to the Authority, whom the Borrower contracts in writing to perform its obligations as provided in subsection (b) of this Section.

“Leveraging Bonds” means the bonds and other evidences of indebtedness issued and sold by the Authority pursuant to the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia (1950), as amended, the Act, and any successor provisions of law, including without limitation the bonds and other evidences of indebtedness issued by the Authority under the Second Amended and Restated Master Indenture of Trust dated as of September 1, 2020, between the Authority and U.S. Bank Trust Company, National Association, as trustee, as supplemented and amended.

“Local Government” shall have the meaning set forth in Section 62.1-199 of the Code of Virginia of 1950, as amended.

“Local Obligations” shall mean any bonds, notes, debentures, interim certificates, bond, grant or revenue anticipation notes, leases or any other evidences of indebtedness of a Local Government evidencing a loan made by the Authority to a Local Government from the Fund or the proceeds of Leveraging Bonds.

“Make Public” or “Made Public” shall have the meaning set forth in subsection (c) of this Section.

“Material Local Government” shall mean a Local Government that satisfies a set of objective criteria established by the Authority at the time of sale of each series of Leveraging Bonds and based on the level of participation of each Local Government in the aggregate outstanding principal amount of all Local Obligations. For all Leveraging Bonds currently outstanding as of the date of this Agreement, a Material Local Government is any Local Government whose aggregate outstanding principal amount of Local Obligations represents twenty percent (20%) or more of the aggregate outstanding principal amount of all Local Obligations.

“Rule” means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

“SEC” means the U.S. Securities and Exchange Commission.

(b) The Borrower shall Make Public or cause to be Made Public:

(1) Within 270 days after the end of the Borrower’s Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Borrower constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included by reference in a document Made Public to any document previously filed with the SEC. If the document referred to is a final official statement

within the meaning of the Rule, then it must be available from the Municipal Securities Rulemaking Board (“MSRB”).

(2) In a timely manner, notice of any failure by the Borrower to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(c) For purposes of this Section, information and notices shall be deemed to have been Made Public if transmitted to the Authority and to the MSRB for publication on its Electronic Municipal Market Access system (“EMMA”). All documents provided to the MSRB shall be accompanied by identifying information prescribed by the Authority and the MSRB.

(d) The Borrower shall also notify the Authority within five (5) business days of becoming aware of any of the following events that may from time to time occur with respect to the Local Bond:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other notices or determinations with respect to the tax status of the Local Bond, or other events affecting the tax status of the Local Bond;
- (7) modifications to rights of the holders of the Local Bond;
- (8) bond calls and tender offers;
- (9) defeasances of all or any portion of the Local Bond;
- (10) release, substitution, or sale of property securing repayment of the Local Bond;
- (11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Borrower\*;

(13) the consummation of a merger, consolidation or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(14) appointment of a successor or additional trustee or the change in the name of a trustee;

(15) incurrence of a financial obligation\*\* of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties.

(e) Notwithstanding anything in this Agreement to the contrary, the Borrower need not comply with the provisions of subsections (a) through (d) above unless and until the Authority has notified the Borrower that it satisfied the objective criteria for a Material Local Government as of the end of the Authority's immediately preceding fiscal year.

(f) The obligations of the Borrower under this Section will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all of the Leveraging Bonds.

(g) The Borrower may modify its continuing disclosure obligations in this Section without the consent of holders of the Leveraging Bonds provided that this Section as so modified complies with the Rule as it exists at the time of modification. The Borrower shall within a

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\* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Borrower.

\*\* The term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule.



reasonable time thereafter send to the Authority and the MSRB through EMMA a description of such modification(s).

(h) (1) If the Borrower fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of Leveraging Bonds then Outstanding may, by notice to the Borrower, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Borrower's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Borrower to comply with any obligation regarding Annual Financial Information specified in this Section (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (h)(1) of this Section.

(i) The Borrower may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Borrower shall not incur any obligation to continue to provide, or to update, such additional information or data.

(j) The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to Make Public the Annual Financial Information, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

**Section 10.10. 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 10.11. 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 10.12. 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 10.13. 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 10.14. Prohibition on Telecommunications Services or Equipment.** The Borrower agrees to comply with all federal requirements imposed by 2 C.F.R. § 200.216, implementing P.L. 115-232, Section 889, as amended and supplemented and in effect from time to time, with respect to the Project. Such requirements include, among other things, that the Borrower is prohibited from obligating or expending the Local Bond Proceeds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use certain covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

## **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, 10.5, 10.9 and 10.13 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 the Commonwealth 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  
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 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: \_\_\_\_\_  
Shawn B. Crumlish  
Executive Director

**THE RUSSELL COUNTY PUBLIC SERVICE  
AUTHORITY**

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

**EXHIBIT A**  
**FORM OF LOCAL BOND**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

[To Come from Borrower's Bond Counsel]



**EXHIBIT B**

**PROJECT DESCRIPTION  
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY  
WSL-012-22**

The Project includes financing water line extensions in the Nash Ford and Clinch Mountain Road communities, together with related expenses.

**EXHIBIT C**  
**PROJECT BUDGET**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

[To Come]

**EXHIBIT D**

**OPINION OF BORROWER'S BOND COUNSEL  
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY  
WSL-012-22**

[To Come from Borrower's Bond Counsel]

**EXHIBIT E**  
**REQUISITION FOR DISBURSEMENT**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

[LETTERHEAD OF BORROWER]

[Date]

\_\_\_\_\_, Director  
Office of Drinking Water, 6<sup>th</sup> 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-012-22

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

This requisition, Number \_\_\_\_, is submitted in connection with the Financing Agreement and Funding Agreement, each dated as of \_\_\_\_\_ 1, 2023 (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)

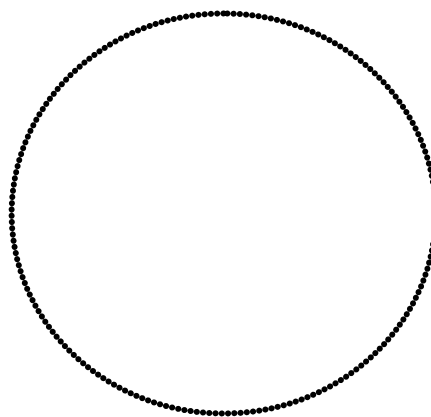
**CERTIFICATE OF THE CONSULTING ENGINEER**

**FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT**

Loan No. WSL-012-22

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-012-22**  
**CERTIFYING SIGNATURE:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_

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

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

**EXHIBIT F**

**PRIOR BONDS AND EXISTING PARITY BONDS  
THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY  
WSL-012-22**

[To Be Updated By Borrower's Bond Counsel]

**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)

\$418,700 Water and Sewer Revenue Bond, Series 2021

\$18,675.60 Water and Sewer Revenue Bond, Series 2021A

\$5,963,296.78 Water and Sewer Revenue Bond, Series 2021B

\$5,748,437.52 Water and Sewer Revenue Bond, Series 2021C



**EXHIBIT G**  
**FORM OF BUDGET**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

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

[Date]

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

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

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

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

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

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

Very truly yours,

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

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

**EXHIBIT H**  
**OPERATING DATA**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

*Description of Borrower.* A description of the Borrower including a summary description of the System and its management and officers.

*Debt.* A description of the terms of the Borrower's outstanding debt, including a historical summary of outstanding debt and a summary of annual debt service on outstanding debt as of the end of the preceding Fiscal Year. The Annual Financial Information should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Borrower and any unfunded pension liabilities.

*Financial Information and Operating Data.* Financial information for the System as of the end of the preceding Fiscal Year, including a description of revenues and expenditures, largest users, a summary of rates, fees and other charges of the System, and a historical summary of debt service coverage.

**EXHIBIT I**  
**SUPPORT AGREEMENT**  
**THE RUSSELL COUNTY PUBLIC SERVICE AUTHORITY**  
**WSL-012-22**

**THIS SUPPORT AGREEMENT** is made as of the first day of \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 20\_\_, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Board to consider certain appropriations in support of the Local Bond and the Project.

**AGREEMENT**

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

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.
2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.
3. No later than May 15 of each year, beginning May 15, 20[24], 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 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.

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: \_\_\_\_\_

Shawn B. Crumlish  
Executive Director



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DEPARTMENT *of* ELECTIONS

**TO:** Diana R. Shorter and Lonzo Lester, Russell County

**FROM:** Kevin A. Hill   
Business Manager  
Department of Elections (ELECT)

**DATE:** November 3, 2023

**SUBJECT:** 2023-2024 Authorized General Registrar and Local Electoral Board Member Salaries Update for Russell County

The Code of Virginia (§24.2-108 and §24.2-111) mandates the governing body of each county or city to pay compensation to their general registrar and electoral board members in accordance with the compensation expense plan established in the *Annual Virginia Acts of Assembly*. This correspondence sets the authorized state compensation to be paid to your general registrar and electoral board members effective July 1, 2023 through June 30, 2024 as shown in table 1. The tables include the amount authorized for the period of March 1, 2023 through February 29, 2024 to help with your 2024 reimbursement request. The authorized general registrar salary and electoral board compensation are computed using the latest (Published January 2023) population estimates from the University of Virginia's Weldon Cooper Center for Public Service, Demographics & Workforce.

**Authorized Salary for General Registrar**

The authorized salary rates for your local general registrar are shown in table 1 and only reflect annual salary as locality's process payrolls differently. Your local governing body will be reimbursed by the Department of Elections for state authorized salary payments to the extent of funds provided in the *Annual Virginia Acts of Assembly*. **The authorized salary takes into account changes made by the General Assembly and Governor to adjust General Registrar salaries by five-percent effective July 1, 2023 and additional adjustment of two-percent effective December 1, 2023.**

Your local governing body is also required to provide benefits to the general registrar, deputy registrars and the registrar's staff as provided to other employees of your locality. Local governments are also required to pay the reasonable expenses of the general registrar, including reimbursement for mileage at the rate payable to members of the General Assembly. Reasonable expenses include, but are not limited to, costs for: (i) an adequately trained registrar's staff, including training in the use of computers and technology to the extent provided to other local employees with similar job responsibilities, and reasonable costs for the general registrar to attend annual training offered by the Department of Elections; (ii) adequate training for officers of election; (iii) conducting elections as required; and (iv) voter education. Local governing bodies may supplement the annual salary of the general registrar. However, the supplement, expenses, and mileage of the general registrar, are not reimbursable from the State Treasury.

**Electoral Board Authorized Compensation**

Table 1 shows the authorized state annual salary rates for your Electoral Board (EB) members. These amounts are to be paid by your local government during the period of July 1, 2023 through June 30, 2024. Also included in the table is the amount authorized for the period of March 1, 2023 through February 29,

2024 to help with your 2024 reimbursement request. The authorized salaries **include** a five-percent salary increase for fiscal year 2024 effective July 1, 2023 and **additional adjustment of two-percent effective December 1, 2023.**

### **Mileage & Expenses**

The governing body of any county or city may pay the secretary of its electoral board additional allowance for expenses as it deems appropriate but there shall be no reimbursement out of the State Treasury for such expenses.

The authorized mileage rate for general registrars, their staff and local electoral board members is to be paid at the rate listed by the federal government at the IRS website (<http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates/>) at the time of travel, counties and cities shall not be reimbursed from State Treasury for mileage paid to general registrars or members of electoral boards.

### **Reimbursements from State Treasury**

Annually, the Department of Elections reimburses your local government for the state authorized salaries based on population paid to the general registrar and your local electoral board members. As stated, the reimbursements will not include local supplements, mileage and expenses of the general registrar or local electoral board only the state authorized amount contingent to the extent of funds provided.

The Appropriations Act permits the governing body of any county or city to pay the secretary of its electoral board additional allowance for expenses as it deems appropriate. However, the Department of Elections will not reimburse the additional allowances.

If you have any questions regarding the above information, please contact the Department of Elections Fiscal staff at (804) 864-8950 or send an email to [fiscal@elections.virginia.gov](mailto:fiscal@elections.virginia.gov).

cc: General Registrar





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DEPARTMENT *of* ELECTIONS

		Reimbursement Period (3/1/2023-2/28/2024) – Annual Amounts												Next Reimbursement Period				Reimbursement Period Amount
		2023 Calendar Year										2024 Calendar Year						
		March FY23	April FY23	May FY23	June FY23	July FY24	Aug FY24	Sept FY24	Oct FY24	Nov FY24	Dec FY24	Jan FY24	Feb FY24	March FY24	April FY24	May FY24	June FY24	
GENERAL REGISTRAR		\$87,658	\$87,658	\$87,658	\$87,658	\$92,041	\$92,041	\$92,041	\$92,041	\$92,041	\$93,882	\$93,882	\$93,882	\$93,882	\$93,882	\$93,882	\$93,882	<b>\$91,040</b>
ELECTORAL BOARD	Secretary	\$4,878	\$4,878	\$4,878	\$4,878	\$5,122	\$5,122	\$5,122	\$5,122	\$5,122	\$5,224	\$5,224	\$5,224	\$5,224	\$5,224	\$5,224	\$5,224	<b>\$10,133</b>
	Chairman	\$2,439	\$2,439	\$2,439	\$2,439	\$2,561	\$2,561	\$2,561	\$2,561	\$2,561	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	
	Vice-Chair	\$2,439	\$2,439	\$2,439	\$2,439	\$2,439	\$2,439	\$2,439	\$2,439	\$2,439	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	\$2,612	

Table 1: Authorized Salaries – GR and Electoral Board Members for Russell County (51167)



# Virginia Department of Emergency Management

## FY2024 PSAP GRANT FUNDING REIMBURSEMENT FORM

**(NOT INTENDED FOR PEP GRANT FUNDING REIMBURSEMENT)**

Date Submitted by PSAP		<b>PLEASE COMPLETE FORM AND SUBMIT IN EDITABLE FORMAT SEPARATE FROM THE SUPPORTING DOCUMENTATION WITHIN THE SAME EMAIL TO:</b>  <b>PSAPGRANTS@VDEM.VIRGINIA.GOV</b>
PSAP Name - FIPS (Dropdown)	Russell County	
PSAP EIN	546001589	
PSAP Address	79 Rogers Ave, Lebanon Va. 24266	
Grant ID	FY-24-STAFF-095	
Contact Name	Bo Bise	
Contact Email/Telephone #	bo.bise@russellcountyvva.us---276-889-8232	

**\*REIMBURSEMENT REQUEST FUNDING CATEGORY: (\*Select only ONE funding category for each form submitted)**

Staff Recognition (STAFF) XXXX\_\_ Regional Enhancement (REG-ENH) \_\_\_\_\_ Consolidation (CONS) \_\_\_\_\_ CHE Funding (CHE) \_\_\_\_\_

Enterprise GIS Software (EGS) \_\_\_\_\_ Data Maintenance & Data Transfer (DMDT) \_\_\_\_\_ Data Enhancement (DATA-ENH) \_\_\_\_\_

Vendor	Invoice Date	Invoice #	Total Invoice Amount	Comments
Russell County			\$ 28,750.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

**TOTAL REIMBURSEMENT: \$ 28,750.00**

<b>VDEM USE ONLY - INVOICE # (fiscal year - date processed - grant ID)</b>	
Award Balance After Pmt:	Balance to Fund:
Date Received:	Date Processed:
Program Manager Approvals	
<b>CODING: FUND 09281 PROG 712002 DEPT 98518100</b> <b>COST CTR 983080 ACCT CODE 5014310</b>	

<b>NGS COMMENTS:</b>     
--

**\*REQUIRED IN ORDER TO CONSIDER REQUEST COMPLETE IN SUBMISSION**

EIN - Locality's Tax ID

Shawn Talmadge  
Chairman  
VDEM

Hon Kevin W. Hall  
Sheriff  
Vice Chairman  
City of Covington

Sharon Lawrence  
Treasurer  
Comptroller



Dorothy Spears-Dean, Ph.D.  
Deputy State Coordinator  
VDEM  
(804) 840-7260

Mary Binford  
PSC Coordinator  
VDEM  
(804) 536-8177

## Virginia 9-1-1 Services Board

September 28, 2023

Dear Russell PSAP:

I am pleased to advise you that the Virginia 9-1-1 Services Board has approved your FY24 Staffing Recognition grant request on 9/14/2023. You have been awarded the following grant:

Grant ID: FY24-STAFF-095  
Award Amount: \$30,000.00  
Award Period Start: 9/14/2023  
Award Period End: 6/30/2024

Payment will be made on a reimbursement basis only for allowable costs. All funding requests must be submitted on the PSAP Grant Funding Reimbursement Form and submitted to [psapgrants@vdem.virginia.gov](mailto:psapgrants@vdem.virginia.gov). All supporting documentation required by the grant guidelines should be attached to the form when it is submitted.

If you need to review the grant guidelines or need copies of grant reimbursement forms, you can visit the Public Safety Communications Division website which is located at <https://psc.vdem.virginia.gov/>.

All grant funds for this award must be expended by 6/30/2024.

If you have any questions, please do not hesitate to contact me or your NGS Outreach Manager. Questions can also be directed to the PSAP Grants mailbox: [psapgrants@vdem.virginia.gov](mailto:psapgrants@vdem.virginia.gov).

Congratulations on your grant award!

Sincerely,

A handwritten signature in cursive script that reads "Mary Binford".

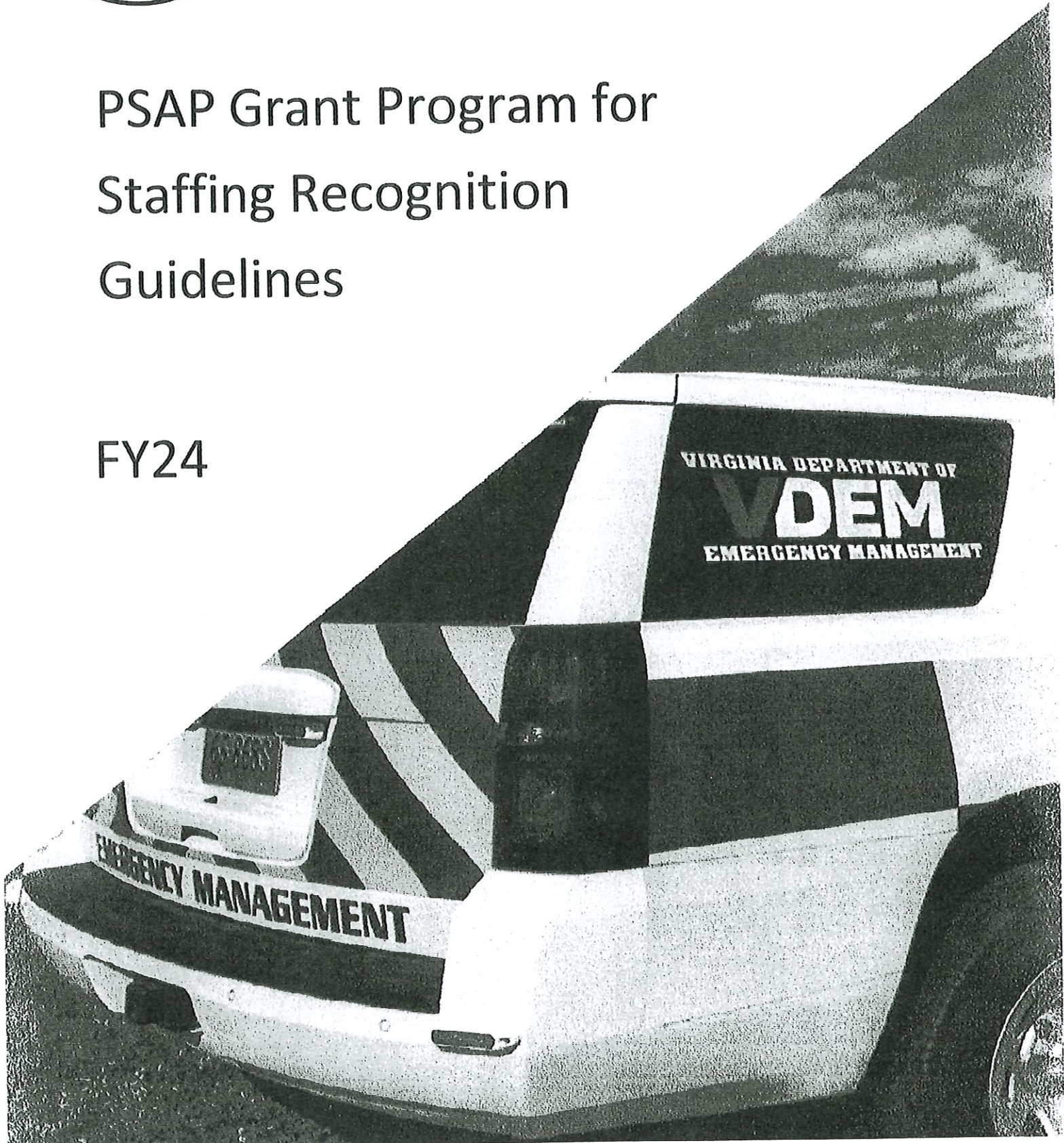
Mary Binford  
Public Safety Communications Coordinator



Virginia Department of  
Emergency Management

# PSAP Grant Program for Staffing Recognition Guidelines

FY24



# TABLE OF CONTENTS

INTRODUCTION .....	3
<b>PSAP Grant Committee (PGC) .....</b>	<b>3</b>
<b>Auditing .....</b>	<b>4</b>
<b>Errors .....</b>	<b>4</b>
<b>Definitions .....</b>	<b>4</b>
INTRODUCTION TO THE STAFF RECOGNITION FUNDING PROGRAM.....	6
<b>Purpose .....</b>	<b>6</b>
<b>Eligibility.....</b>	<b>6</b>
<b>Grant Cycle .....</b>	<b>6</b>
<b>How to Apply/Deadline.....</b>	<b>6</b>
<b>Funding Amounts.....</b>	<b>7</b>
<b>Grant Award Amendments.....</b>	<b>7</b>
<b>Grant Progress Reports .....</b>	<b>7</b>
<b>Grant Award Extension .....</b>	<b>7</b>
STAFF RECOGNITION FUNDING PROGRAM BRIEF .....	8
Purpose .....	8
Funding Allocation .....	8
Program Concept .....	8
Goals and Objectives .....	9
Implementation .....	9
Outcomes/Evaluation.....	9
PAYMENT REQUEST AND CLOSE OUT .....	10
<b>Payment Request Process.....</b>	<b>10</b>
<b>FY24 Funding Reimbursement Form .....</b>	<b>12</b>
<b>Grant Award Closure.....</b>	<b>13</b>
APPENDIX A: FY24 PSAP GRANT APPLICATION FOR THE STAFFING RECOGNITION FUNDING PROGRAM .....	14
APPENDIX B: VIRGINIA PRIMARY PSAPs.....	16

## **INTRODUCTION**

Virginia PSAP Grant Programs financially assist primary PSAPs. Funding is made available through the Code of Virginia and administered by the Board. Funding is limited to those projects that fall within the programmatic areas identified in the guidelines for a fiscal year. As a result, requests from PSAPs for exceptions to the guidelines are discouraged.

The PSAP Grant Program has been established in the Code of Virginia, §56-484.17(D):

Wireless E-911 Fund; uses of Fund; enforcement; audit required:

... 40 percent of the Fund shall be distributed to PSAPs or on behalf of PSAPs based on grant requests received by the Board each fiscal year. The Board shall establish criteria for receiving and making grants from the Fund, including procedures for determining the amount of a grant and payment schedule; however, priority shall be given to grants that support the deployment and sustainment of NG9-1-1.

### **PSAP Grant Committee (PGC)**

The Board chair makes appointments to the PSAP Grant Program's Grant Committee. Membership to the PGC is staggered and appointments are made for three-year terms. Members can be reappointed for only one additional consecutive term. Committee members serve at the discretion of the Board's chairperson. At all times, the Grant Committee membership shall consist of at least two Board members.

Members of the Grant Committee should adequately represent the geographic diversity of the Commonwealth, the varied operational capacities of Virginia primary PSAPs, and public safety professional organizations. Accordingly, a nine-person Grant Committee is established consisting of the following individuals:

- Two Board members (one of which will chair the committee)
- Four primary PSAP representatives (two of which will represent APCO and NENA)
- Three at-large members

Members with the same organizational affiliation will have different reappointment and replacement schedules:

- Replacement/Reappointment Schedule 1:
  - one Board member (co-chair)
  - two primary PSAP representatives (one of which will represent APCO)
  - and two at-large members
  
- Replacement/Reappointment Schedule 2:
  - one Board member (chair)
  - two primary PSAP representatives (one of which will represent NENA)
  - and one at-large member

Each year, in anticipation of the upcoming grant application cycle, the Grant Committee recommends grant guidelines and funding priorities. The Grant Committee will also make recommendations to the Board regarding the development of any criteria for awarding grants, and the proposal of any necessary changes to the administration of the PSAP Grant Program.

The Grant Committee will meet multiple times a year to evaluate all complete and eligible applications. Furthermore, the committee has the discretion to make case by case evaluations and recommendations for approval or disapproval of all submitted applications.

### **Auditing**

The Board shall audit funding received by all recipients to ensure that it was utilized in accordance with the award requirements. If it is determined that the funding was misused, or if the guidelines were not adhered to, the commonwealth may take appropriate action to the extent permitted by law, including, and not limited to, requiring the return of the funds.

### **Errors**

If NGS staff discovers that a funding or grant award is not consistent with Board action, NGS staff will notify the PSAP by email about the error and take corrective action.

### **Definitions**

Public Safety Answering Point (PSAP) – A facility equipped and staffed on a 24-hour basis to receive and process E9-1-1 calls or that intends to receive and process E9-1-1 calls and has notified commercial mobile radio service (CMRS) providers in its jurisdiction of its intention to receive and process such calls.

Wireless E-911 Fund – A dedicated fund consisting of all moneys collected pursuant to the Wireless E-911 surcharge, as well as any additional funds otherwise allocated or donated to the Wireless E-911 Fund.



# **INTRODUCTION TO THE STAFF RECOGNITION FUNDING PROGRAM**

## **Purpose**

The PSAP Staffing Recognition Funding Program was requested by Virginia PSAPs to help address the staffing crisis experienced by Virginia PSAPs.

## **Eligibility**

Any Virginia primary PSAP is eligible to apply for and receive funding for FY24. Virginia State Police (VSP) dispatch positions and local law enforcement dispatch positions that receive Wireless E-911 funding are also eligible. Secondary PSAPs are not eligible for funding. A PSAP or locality may only apply once for the PSAP Staffing Recognition Program.

## **Grant Cycle**

The FY24 PSAP Grant programs are available in an award period that runs consistent with the Commonwealth of Virginia's fiscal year.

- The FY24 grant application cycle begins on July 1, 2023 and will remain open until 5:00 pm on August 15, 2023.
- Applications will be reviewed at the August 29, 2023 PSAP Grant Committee meeting.
- The 9-1-1 Services Board will vote on FY24 applications at the September 14, 2023 meeting.
- Written notification of awards will occur in September 2023.
- The award period is September 14, 2023 to June 30, 2024.
- All grant funds must be expended by the end of the grant award period.

PSAP Staffing Recognition Funding program grants are not eligible for extensions.

## **How to Apply/Deadline**

The FY24 application cycle begins on July 1, 2023. Applications for the Data Enhancement programs must be submitted electronically to [PSAPGrants@vdem.virginia.gov](mailto:PSAPGrants@vdem.virginia.gov) using the appropriate form with copy to the Regional Outreach Manager by 5:00 pm on August 15, 2023. An email receipt notification will be sent to the email address listed on the application. After the close of the application cycle, a Grant ID will be assigned and sent to the email address listed on the application received. Incomplete applications will not be accepted for consideration.

## **Funding Amounts**

PSAP Staffing Recognition funding is based on an approved full-time equivalent (FTE) rate. The amount each PSAP is eligible for is calculated by applying this FTE rate to the total pre-determined FTE authorization for each eligible staffing category. Funding amounts are \$2,500 per each eligible full-time employee and \$1,250 per each eligible part-time employee.

## **Grant Award Amendments**

Funding award amendments are not typically issued. If there is a need to change to focus of the project from its original intended use, the PSAP can work with the Program Manager for review.

## **Grant Progress Reports**

PSAP Staffing Recognition Funding program awards do not require a progress report.

## **Grant Award Extension**

The PSAP Staffing Recognition Funding program awards are a one-year grant and not eligible for grant award extensions.

# **STAFF RECOGNITION FUNDING PROGRAM BRIEF**

## **Purpose**

Provide one-time funding to PSAPs to enable them to recognize and retain their telecommunicators.

## **Funding Allocation**

PSAPs may request \$2,500 for each full-time grant eligible position and \$1,250 for each part-time grant eligible position.

## **Program Concept**

Virginia PSAPs are experiencing a staffing crisis. The 9-1-1 Services Board wants to demonstrate its support for the 9-1-1 community and help to alleviate this staffing crisis by providing one-time funding to PSAPs to enable them to recognize and retain their telecommunicators.

Grant eligible position categories:

- A. Authorized full-time 9-1-1 dispatcher/telecommunicator positions, including vacancies
- B. Approved full-time 9-1-1 dispatcher/telecommunicator over hire positions
- C. Authorized full-time PSAP managers, supervisors, and administrative employees who are certified and actively work on the 9-1-1/operations floor as part of their primary duties or as required during staffing shortages or emergencies
- D. Authorized part-time 9-1-1 dispatcher/telecommunicator positions
- E. Authorized full-time and part-time VSP #77 dispatcher/telecommunicator positions, supervisors, and administrative employees who are certified and actively work on the VSP dispatch operations floor as part of their primary duties or as required during staffing shortages or emergencies
- F. Authorized part-time VSP #77 dispatcher/ telecommunicator positions

- G. Authorized local law enforcement dispatch positions that receive Wireless E-911 funding through the Office of Administrative Compensation Board that are not already eligible for this grant opportunity by inclusion with a primary PSAP

### **Goals and Objectives**

Assist Virginia PSAPs to improve retention of 9-1-1 staff by allocating funding on an equity basis to PSAPs to recognize all that “wear the headset.”

### **Implementation**

PSAPs may apply for one-time funding in the July 1, 2023 – August 15, 2023 window for the September 2023 – June 2024 award period. The application is required to include a staffing recognition project plan that lists number of agency authorized employees for each category, funding amount requested for each category, total funding amount requested, and anticipated timeline for recognition project.

Awardees shall submit invoice related to their staffing recognition project plan for reimbursement up to the awarded amount. This invoice should include total payment amounts and number of employees for each category that received staffing recognition payment.

### **Outcomes/Evaluation**

Grantees must certify that the items included in the staffing recognition project plan were completed as a condition for reimbursement. Certification from local CFO confirming staffing recognition plan implementation is also required for reimbursement. Initial project plan submitted cannot be changed without board approval. Grant is not intended to supplement other funding/grant programs that benefit telecommunicators.

## PAYMENT REQUEST AND CLOSE OUT

### Payment Request Process

The Staffing Recognition Funding Program uses a cost recovery method of funding. The grantee will pay the costs of all allowable expenses.

During the grant award period, in order to receive reimbursement, the grantee must submit:

Element	All Payment Requests Except the Final Request	Final Payment Request
Completed reimbursement form	Yes	Yes
Copy of invoice itemizing total payment amounts and number of employees for each category that received staffing recognition payment.	<ul style="list-style-type: none"> <li>A. Authorized full-time 9-1-1 dispatcher/telecommunicator positions</li> <li>B. Approved full-time 9-1-1 dispatcher/telecommunicator over-hire positions</li> <li>C. Authorized full-time PSAP managers, supervisors, and administrative employees who are certified and actively work on the 9-1-1/operations floor</li> <li>D. Authorized part-time 9-1-1 dispatcher/telecommunicator positions</li> <li>E. Authorized full-time VSP #77 dispatcher/telecommunicator positions, supervisors,</li> </ul>	<ul style="list-style-type: none"> <li>A. Authorized full-time 9-1-1 dispatcher/telecommunicator positions</li> <li>B. Approved full-time 9-1-1 dispatcher/telecommunicator over-hire positions</li> <li>C. Authorized full-time PSAP managers, supervisors, and administrative employees who are certified and actively work on the 9-1-1/operations floor</li> <li>D. Authorized part-time 9-1-1 dispatcher/telecommunicator positions</li> <li>E. Authorized full-time VSP #77 dispatcher/telecommunicator positions, supervisors,</li> </ul>

	<p>and administrative employees who are certified and actively work on the VSP dispatch operations floor</p> <p>F. Authorized part-time VSP #77 dispatcher/telecommunicator positions</p> <p>G. Authorized local law enforcement dispatch positions that receive Wireless E-911 funding through the Office of Administrative Compensation Board that are not already eligible for this grant opportunity by inclusion with a primary PSAP</p>	<p>and administrative employees who are certified and actively work on the VSP dispatch operations floor</p> <p>F. Authorized part-time VSP #77 dispatcher/telecommunicator positions</p> <p>G. Authorized local law enforcement dispatch positions that receive Wireless E-911 funding through the Office of Administrative Compensation Board that are not already eligible for this grant opportunity by inclusion with a primary PSAP</p>
<p>Certification from local CFO that the listed number of employees received payment</p>	<p>Yes</p>	<p>Yes</p>

Itemized invoices are the only acceptable documentation. Non-itemized invoices are not acceptable. Neither are agency fiscal or financial system documentation of payment, purchase orders, or contract quotes.

In the event that additional documentation is required from the grantee to process the payment reimbursement request, the Program Manager shall make the first contact with the grantee to request the information. Generally, such requests will be made by email, but can be made by telephone if easier with an email follow up for documentation. The Regional Outreach Manager for the locality will be copied on the request and follow up emails. The payment request will be held until the additional information is provided and not be partially paid, unless requested by the PSAP.

- If the required information is not received from the grantee within ten (10) business days of the request for additional information, the Program Manager will alert the Regional Outreach Manager for that locality to follow up with the grant recipient. The Regional Outreach Manager will contact the grant recipient to determine the cause for the delay in response and work with the Program Manager to determine a path forward to getting the required information or rejecting the request.
- If the required information is not received by the Program Manager within twenty (20) business days of the request for additional information, the Program Manager will alert the Public Safety Communications (PSC) Coordinator. The PSC Coordinator will determine if additional action is necessary.
- If the required information is not received by the Program Manager within thirty (30) business days of the request for additional information, the Program Manager will summarily reject the payment reimbursement request with an email to the grant recipient, copying the responsible Regional Outreach Manager and PSC Coordinator, asking them to resubmit the request when all the required information is available.

Reimbursement payment requests received without all required receipts will be considered null submissions after 30 business days of notification and non-receipt of required documentation.

In addition, grant payment requests will be held until all reports or other Board required information are received.

### **FY24 Funding Reimbursement Form**

The FY2023 PSAP Grant Funding Reimbursement Form is available on the NGS website. A sample image is provided below. Be sure to use the non-PEP Grant Funding form.



Virginia Department of Emergency Management

FY2024 PSAP GRANT FUNDING REIMBURSEMENT FORM

(NOT INTENDED FOR PEP GRANT FUNDING REIMBURSEMENT)

Date Submitted by PSAP		PLEASE COMPLETE FORM AND SUBMIT IN EDITABLE FORMAT SEPARATE FROM THE SUPPORTING DOCUMENTATION WITHIN THE SAME EMAIL TO:  PSAPGRANTS@VDEM.VIRGINIA.GOV (a, b, c) NG911GIS@VEDM.VIRGINIA.GOV (d, e, f)
PSAP Name - FIPS (Dropdown)		
PSAP EIN		
PSAP Address		
Contact Name		
Contact Email/Telephone #		

\*REIMBURSEMENT REQUEST FUNDING CATEGORY: (\*Select only ONE funding category for each form submitted)

Staff Recognition Funding (A) \_\_\_\_\_ Regional Enhancement Consultation (B) \_\_\_\_\_ CHE Funding (C) \_\_\_\_\_

Enterprise GIS Software (D) \_\_\_\_\_ Data Maintenance & Data Transfer (E) \_\_\_\_\_ Data Enhancement (F) \_\_\_\_\_

Vendor	Invoice Date	Invoice #	Total Invoice Amount	Comments
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

TOTAL REIMBURSEMENT: \$ -

VDEM USE ONLY - INVOICE # (fiscal year - date processed - grant ID)	
Award Balance After Pmt:	Balance to Fund:
Date Received:	Date Processed:
Program Manager Approval	
CODING: FUND 09281 PROG 712002 DEPT 98518100 COST CTR 983080 ACCT CODE 5014310	

NGS COMMENTS:

\*REQUIRED IN ORDER TO CONSIDER REQUEST COMPLETE IN SUBMISSION

EIN - Locality's Tax ID

**Grant Award Closure**

Staffing Recognition Funding program awards will close at the end of the grant award. Any remaining balance will automatically return to the wireless fund.



## **APPENDIX A: FY24 PSAP GRANT APPLICATION FOR THE STAFFING RECOGNITION FUNDING PROGRAM**

Send completed grant applications to the [PSAPGrants@vdem.virginia.gov](mailto:PSAPGrants@vdem.virginia.gov) electronic mailbox. An email receipt notification will be sent to the email address listed on the application. After the close of the application cycle, a Grant ID will be assigned and sent to the email address listed on the application received. Incomplete applications will not be accepted for consideration.

### **Application**

PSAP/HOST PSAP NAME: Russell County

PSAP Region (1-7): 4

CONTACT TITLE: 911 Director

CONTACT FIRST NAME: Bo

CONTACT LAST NAME: Bise

ADDRESS 1: 79 Rogers Ave

ADDRESS 2:

CITY: Lebanon

ZIP CODE: Virginia

CONTACT EMAIL: [bo.bise@russellcountyva.us](mailto:bo.bise@russellcountyva.us)

CONTACT PHONE NUMBER: 276-880-5500

Describe you staffing recognition project plan and timeline: Russell County would provide its current dispatchers with planned amount provided to sustain current employees to help maintain employment in the 911 field. Our timeline on the funds would possibly have a timeline on providing them with funds within the current year to assist their families with upcoming holidays toward end of year.

List the number of agency authorized employees for each category, funding amount requested for each category, and total funding amount requested, in the following table:

Category	Eligible employee count	Funding per employee	Subtotal
A. Authorized full-time 9-1-1 dispatcher/ telecommunicator positions	11	\$2,500	\$27,500.00
B. Approved full-time 9-1-1 dispatcher/ telecommunicator over-hire positions		\$2,500	\$
C. Authorized full-time PSAP managers, supervisors, and administrative employees who are certified and actively work on the 9-1-1/ operations floor	1	\$2,500	\$2,500.00
D. Authorized part-time 9-1-1 dispatcher/ telecommunicator position	2	\$1,250	\$2,500.00
E. Authorized full-time VSP #77 dispatcher/ telecommunicator positions, supervisors, and administrative employees who are certified and actively work on the VSP dispatch operations floor		\$2,500	\$
F. Authorized part-time VSP #77 dispatcher/ telecommunicator positions		\$1,250	\$
G. Authorized local law enforcement dispatch positions that receive Wireless E-911 funding through the Office of Administrative Compensation Board that are not already eligible for this grant opportunity by inclusion with a primary PSAP		\$2,500	\$
		<b>Total funding requested:</b>	<b>\$ 32,500.00</b> <i>30,000.00</i>

By checking this box, I acknowledge that I have read and understand the program requirements and that I understand the program metrics and requirements for reimbursement.

Shawn Talmadge  
Chairman  
VDEM

Hon Kevin W. Hall  
Sheriff  
Vice Chairman  
City of Covington

Sharon Lawrence  
Treasurer  
Comptroller



## Virginia 9-1-1 Services Board

Dorothy Spears-Dean, Ph.D.  
Deputy State Coordinator  
VDEM  
(804) 840-7260

Mary Binford  
PSC Coordinator  
VDEM  
(804) 536-8177

September 28, 2023

Dear Russell PSAP:

I am pleased to advise you that the Virginia 9-1-1 Services Board has approved your FY24 Data Maintenance and Data Transfer grant request on 9/14/2023. You have been awarded the following grant:

Grant ID: FY24-DMDT-031  
Award Amount: \$5,000.00  
Award Period Start: 9/14/2023  
Award Period End: 6/30/2024

Payment will be made on a reimbursement basis only for allowable costs. All funding requests must be submitted on the PSAP Grant Funding Reimbursement Form and submitted to [psapgrants@vdem.virginia.gov](mailto:psapgrants@vdem.virginia.gov). All supporting documentation required by the grant guidelines should be attached to the form when it is submitted.

If you need to review the grant guidelines or need copies of grant reimbursement forms, you can visit the Public Safety Communications Division website which is located at <https://psc.vdem.virginia.gov/>.

All grant funds for this award must be expended by 6/30/2024.

If you have any questions, please do not hesitate to contact me or your NGS Outreach Manager. Questions can also be directed to the PSAP Grants mailbox: [psapgrants@vdem.virginia.gov](mailto:psapgrants@vdem.virginia.gov).

Congratulations on your grant award!

Sincerely,

A handwritten signature in cursive script that reads "Mary Binford".

Mary Binford  
Public Safety Communications Coordinator



# Virginia Department of Emergency Management

## FY2024 PSAP GRANT FUNDING REIMBURSEMENT FORM

**(NOT INTENDED FOR PEP GRANT FUNDING REIMBURSEMENT)**

Date Submitted by PSAP		<b>PLEASE COMPLETE FORM AND SUBMIT IN EDITABLE FORMAT SEPARATE FROM THE SUPPORTING DOCUMENTATION WITHIN THE SAME EMAIL TO:</b>  <b>PSAPGRANTS@VDEM.VIRGINIA.GOV</b>
PSAP Name - FIPS (Dropdown)	Russell County	
PSAP EIN	546001589	
PSAP Address	79 Rogers Ave, Lebanon Va. 24266	
Grant ID	FY-24-DMDT-031	
Contact Name	Bo Bise	
Contact Email/Telephone #	bo.bise@russellcountvva.us-276-889-8232	

**\*REIMBURSEMENT REQUEST FUNDING CATEGORY: (\*Select only ONE funding category for each form submitted)**

Staff Recognition (STAFF) XXXX  Regional Enhancement (REG-ENH)  Consolidation (CONS)  CHE Funding (CHE)   
 Enterprise GIS Software (EGS)  Data Maintenance & Data Transfer (DMDT)  Data Enhancement (DATA-ENH)

Vendor	Invoice Date	Invoice #	Total Invoice Amount	Comments
KING & MOORE INC.			\$ 5,000.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	

**TOTAL REIMBURSEMENT: \$ 5,000.00**

VDEM USE ONLY - INVOICE # (fiscal year - date processed - grant ID)	
Award Balance After Pmt:	Balance to Fund:
Date Received:	Date Processed:
Program Manager Approvals	
<b>CODING: FUND 09281 PROG 712002 DEPT 98518100</b> <b>COST CTR 983080 ACCT CODE 5014310</b>	

**\*REQUIRED IN ORDER TO CONSIDER REQUEST COMPLETE IN SUBMISSION**

EIN - Locality's Tax ID

# Russell County Virginia

“The Heart of Southwest Virginia”

Tim Lovelace  
District 1

Steve Breeding  
District 5

Carl Rhea  
District 3

Lou Ann Wallace, Chairperson  
District 2

Rebecca Dye  
District 6

David Eaton  
District 4

Oris Christian, Vice-Chairman  
At-Large

Lonzo Lester  
County Administrator

**VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF RUSSELL COUNTY, VIRGINIA HELD AT BOARD OF SUPERVISORS MEETING ROOM, LOCATED AT RUSSELL COUNTY GOVERNMENT CENTER IN THE TOWN OF LEBANON, VIRGINIA 24266, ON THE 13<sup>TH</sup> DAY OF NOVEMBER 2023, THE FOLLOWING RESOLUTION WAS ADOPTED, UPON A MOTION AND SECOND:**

**A RESOLUTION REQUESTING THAT THE VIRGINIA DEPARTMENT OF TRANSPORTATION CONDUCT A SPEED/SAFETY STUDY ALONG VIRGINIA SECONDARY ROUTE 632 (LYNN SPRING ROAD)**

**WHEREAS**, the Russell County Board of Supervisors have been approached by a resident / residents along Virginia Secondary Route 632 (Lynn Spring Road) in the Swords Creek Community of Russell County, Virginia;

**WHEREAS**, on November 13, 2023, the Russell County Board of Supervisors (the Board) announced its intent to adopt a *Resolution* seeking to request the Virginia Department of Transportation (VDOT) to conduct a speed/safety study along Lynn Spring Road, Route 632, which may assist in limiting motor vehicle accidents and improving safety along Lynn Spring Road;

**NOW THEREFORE**, the Board does hereby **RESOLVE** to request that VDOT conduct a speed/safety study on Virginia Secondary Route 632 (Lynn Spring Road) in Russell County, Virginia. More specifically, this study would cover the portion of Virginia Secondary Route 632 from its intersection with Virginia State Route 617 (Pumpkin Center) to the Buchanan County line, a distance of approximately 4.8 miles.

Recognizing that posted speed limits without consistent enforcement are generally ineffective, the County pledges to allocate resources for the enforcement of any posted speed limit(s) resulting from this request.

It is so **RESOLVED** this 13<sup>th</sup> day of November 2023.

RECORDED VOTE:

MEMBERS PRESENT: \_\_\_\_\_  
MEMBERS ABSENT: \_\_\_\_\_  
AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTENTIONS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chairperson – Board of Supervisors

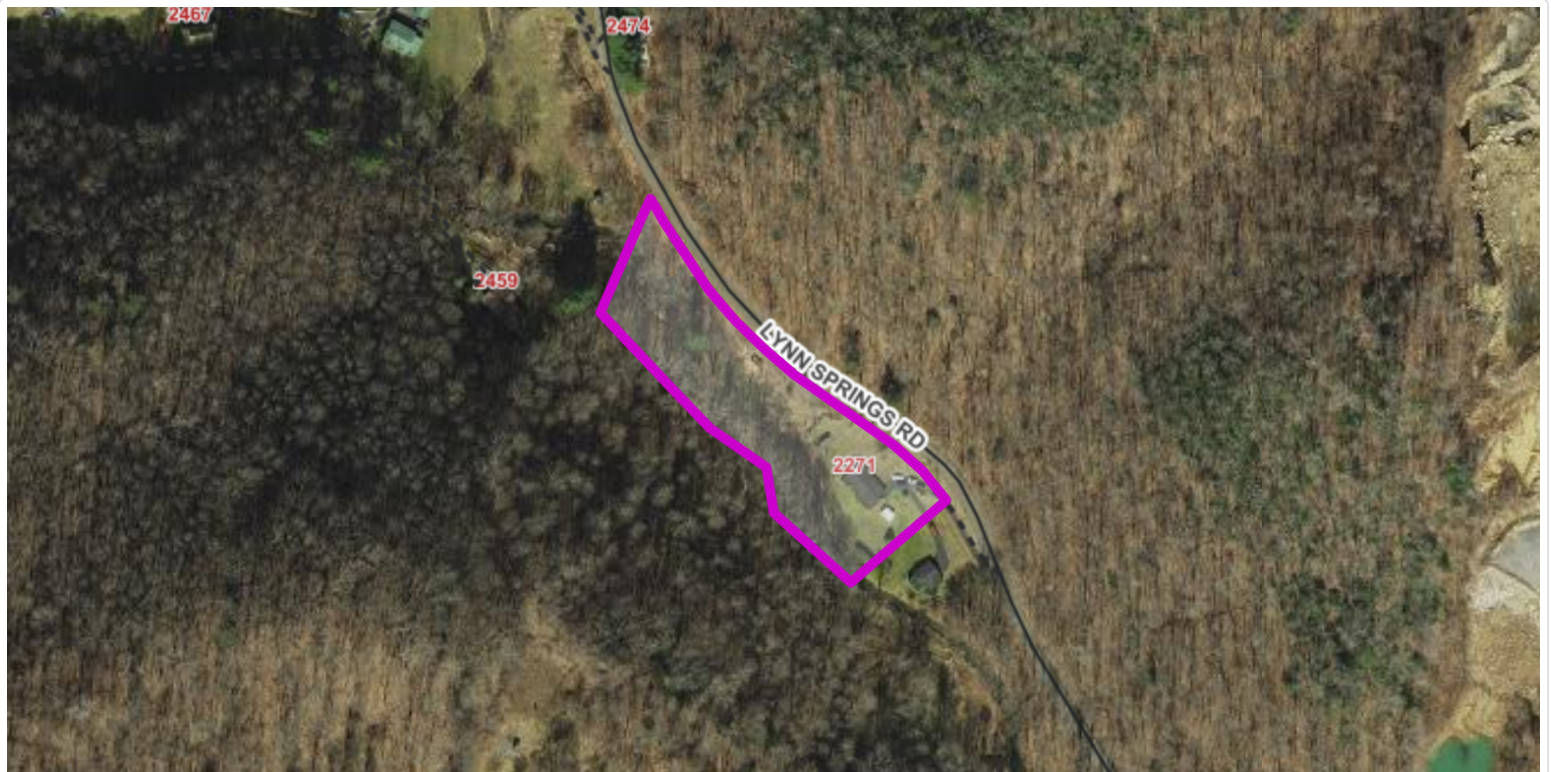
\_\_\_\_\_  
Russell County Administrator



## Details

Parcel ID	68R3129
Tax ID	3129
Owner Name	KEENE STANLEY ELBERT & BONEDA
Owner Address 1	2271 LYNN SPRING RD
Owner Address 2	SWORDS CREEK VA 24649 0
Legal Description	SULPHUR SPRING FORK
Deed Book	226
Deed Page	213
Acres	1.5
Improvement Value	\$45,500
Land Value	\$8,600

## Map



AMENDMENT #3

WHEREAS, an agreement to provide Project Management Services ("Agreement") dated February 21, 2020 was entered into by and among Skanska USA Building Inc. ("Consultant" or "Skanska") and Russell County, Virginia ("Client" or "County") (collectively the "Parties"); and

WHEREAS, Amendment 1 to Agreement was entered into to extend the duration of services required on the Russell County Courthouse project through July 2023.

WHEREAS, Amendment 2 to Agreement was entered into to extend the duration of services required on the Russell County Courthouse project through October 2023.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Amend the Agreement to extend Project Management Services from the current contractual completion date of end of October 2023 through August 2024 (10 months) at which time the existing Courthouse renovations are to reach Substantial Completion by end of June 2024 with Final Completion by end of August 2024 (see attached schedule). Services are to be provided for a lump sum amount of \$96,669.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

**SKANSKA USA BUILDING INC.**

By: 

Printed Name: Curtis Elswick  
Its: Sr. Vice President

**RUSSELL COUNTY, VIRGINIA**

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

Printed Name: Lou Ann Wallace  
Its: Chairperson, Board of Supervisors

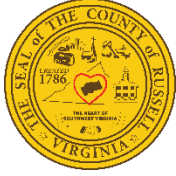
# Russell County Renovations

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Qtr 4, 2023				Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024	
								Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1		<b>Demolition</b>	<b>167.5 days</b>	<b>Mon 10/30/23</b>	<b>Wed 6/19/24</b>														
2		Windows & Masonry	7 wks	Mon 10/30/23	Fri 12/15/23														
4		Selective Demo	4 wks	Mon 12/4/23	Fri 12/29/23														
3		Jail Demo	2 wks	Wed 12/6/23	Tue 12/19/23														
5		Interior framing	4 wks	Mon 1/1/24	Fri 1/26/24	4													
6		MEP in wall	2 wks	Mon 1/15/24	Fri 1/26/24	5FS-10 days													
7		MEP overhead	12 wks	Mon 1/29/24	Fri 4/19/24	6													
8		Drywall	5 wks	Mon 1/29/24	Fri 3/1/24	6													
18		Stair refurb	4 wks	Mon 1/29/24	Fri 2/23/24	6													
9		Paint	2.5 wks	Mon 3/4/24	Wed 3/20/24	8													
12		Cupola repairs	6 wks	Mon 3/4/24	Fri 4/12/24														
10		Ceilings	2 wks	Wed 3/20/24	Wed 4/3/24	9													
11		Mep Trim out	3 wks	Wed 4/3/24	Wed 4/24/24	10													
15		Flooring	4 wks	Wed 4/3/24	Wed 5/1/24	10													
13		Shingle roof	2 wks	Mon 4/15/24	Fri 4/26/24	12													
14		Single ply roof	3 wks	Mon 4/29/24	Fri 5/17/24	13													
17		Casework	1 wk	Wed 5/1/24	Wed 5/8/24	15													
19		Parking lot	2 wks	Mon 5/20/24	Fri 5/31/24	14													
16		Doors & Acc	3 wks	Wed 5/8/24	Wed 5/29/24	17													
20		Punch list	3 wks	Wed 5/29/24	Wed 6/19/24	16													

Project: Initial Schedule  
Date: Fri 10/27/23

Task		Inactive Task		Manual Summary Rollup		External Milestone	
Split		Inactive Milestone		Manual Summary		Deadline	
Milestone		Inactive Summary		Start-only		Progress	
Summary		Manual Task		Finish-only		Manual Progress	
Project Summary		Duration-only		External Tasks			





## **Payroll & Human Resource Coordinator Position**

The Payroll Coordinator is responsible for processing payroll for all County employees timely and accurately in accordance with complex federal and state regulations. The Payroll Coordinator oversees all functional aspects of the payroll operation including ensuring the accurate and timely completion of all payrolls, directing, and supervising departmental staff, responding to employee inquiries regarding payroll transactions, ensuring compliance with federal and state tax regulations and completing various monthly, quarterly, and annual reconciliations and certifications.

As the Payroll Coordinator is responsible for the processing and reconciliation of tax deposits, quarterly, and yearly tax reporting including filing of W-2s. This position serves as the primary liaison with administration as well as serving as the primary contact for departments for timekeeping and payroll-related questions. This position is responsible for approving payroll adjustments, reconciliation of corresponding ledger accounts and posting of necessary journal entries.

As the Human Resource Coordinator position performs complex professional and administrative work planning and implementing the County's overall Human Resources programs and policies in support of the County's mission, vision, and values. This position is directly responsible for providing direction of functions including, but not limited to, classification and compensation, employee training and development, employee benefits, payroll, and employee records, performance management, and employee relations. Functions ensure County compliance with all personnel laws, regulations, and policies at the federal, state, and local levels.

### **Essential Functions**

- Experienced payroll coordinator with comprehensive knowledge of the payroll function and best practices; this includes federal and state regulations regarding taxation, wages, garnishments and the Fair Labor Standards Act. Business acumen with experience in fiscal operations management and accounting including a demonstrated ability to apply and adapt accounting principles and methods to a variety of fiscal situations.
- Considerable experience with complex integrated Payroll, HRIS and financial systems. Excellent written and oral communication skills including the ability to communicate effectively with employees, departments, and agencies external to the County and provide customer service in a timely and professional manner.
- Maintains organizational compliance with federal, state, and local laws pertaining to all Human Resources matters.
- Oversees the development and administration of Human Resources programs designed to attract, develop, and retain excellent employees; and policies and practices designed to align the organizations behavior with its values.

- Develops, implements, communicates, and interprets policies and procedures; maintains the Human Resources Policy Manual.
- Coordinates the County's Human Resource program including classification and pay, employee relations, recruitment and selection, grievance procedures, EEO and diversity initiatives, safety, performance appraisals, and benefit administration.
- Assists the County Administrator, elected officials, department directors, supervisors and employees on all Human Resources related matters.
- Handles employee relations issues. Oversees investigations and advises staff regarding complaints, performance issues, and disciplinary actions.
- Coordinates the employee recruitment and hiring process; advertises job openings; reviews applications; schedules and coordinates interviews.
- Oversees drug and alcohol screenings and pre-employment background checks.
- Administers and coordinates employee benefits. Conducts yearly open enrollments for health insurance and voluntary benefit plans for employees.
- Maintains, coordinates, and monitors employee records and related documentation for County employees and acts as legal custodian of those records.
- Coordinates the Human Resources/Payroll administration functions and reviews and approves keyed transactions.
- Oversees Workers' Compensation administration and claim processing.
- Coordinates and administers employee recognition events.
- Counsels' employees on retirement.
- Performs other assigned duties.

### **Knowledge, Skills, and Abilities**

- Knowledge of the principles of personnel and payroll administration, classification, and compensation and of Federal/State employment and tax laws.
- Skill in effective communication, both verbally and in writing.
- Skill in the use of computers and software applications related to the essential functions of the job.
- Skills in human resource management, preferably in the public sector, which shall have included supervisory experience.
- Skill in and ability to work in multiple program areas simultaneously.
- Ability to meet deadlines during varying workload periods.
- Ability to communicate effectively, orally and in writing.
- Ability to present facts and recommendations.

- Ability to lead teams and facilitate groups.
- Ability to maintain effective working relationships with employees, departments, County officials, representatives from outside agencies, other localities, and the public.
- Ability to plan, supervise and review the work of subordinates.

### **Education, Experience, and Training**

- Bachelor's degree in human resources, Business, Public Administration, or a related field with eight (8) years of progressively responsible experience in personal and payroll administration and three (3) years of which must have been in a supervisory or managerial role.
- Master's degree and/or certification as a Human Resource professional preferred.
- Extensive experience in personnel management in a local or state government setting is preferred.
- Valid State of Virginia Driver's License.

### **Preferred Qualifications**

- Human Resources Certification i.e., SHRM-CP, SHRM-SCP, PHR, SPHR
- Payroll experience in state government and/or higher education. Working knowledge of the Finance and/or Human Resource systems.

### **Benefits**

Russell County Government offers an excellent benefits package that includes health, dental and vision, vacation, and sick leave as well as retirement benefits for all regular full-time employees. Russell County participates in the Virginia Retirement System (VRS).

:



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

November 1, 2023

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

RE: 2023 CDBG Planning Grant  
Russell County – PG  
Application Approval Letter

Dear Mr. Lester:

We have reviewed the County's request for CDBG Planning Grant assistance for the proposed Dante Downtown Revitalization Comprehensive Community Development Planning Grant. We are in receipt of your application and have approved the initial activities included in your application. DHCD is prepared to offer Planning Grant funds for developing this project and will make a total of up to \$60,000 available to the County for researching and developing strategies for the project.

The next step for this project is that Kelly Charapich (Planning Grants Coordinator) will contact you to schedule a facilitated planning session (FPS). Following the FPS, the County will submit a negotiated budget, an updated project management plan, and a project timeline within seven (7) working days of the FPS. Receipt of a Planning Grant contract is contingent on the County's timely completion of these activities.

Should you have any questions, please contact Kelly Charapich, Planning Grants Coordinator, [Kelly.charapich@dhcd.virginia.gov](mailto:Kelly.charapich@dhcd.virginia.gov).

Sincerely,

Amanda Healy  
Associate Director

c: Scott Wampler, Cumberland Plateau PDC  
Charlie Perkins, Cumberland Plateau PDC  
Kelly Charapich, DHCD





Lonzo Lester <lonzo.lester@russellcountyva.us>

## FY2024 Non-Competitive Litter Prevention and Recycling Grant

1 message

ceds@deq.virginia.gov <ceds@deq.virginia.gov>  
To: lonzo.lester@russellcountyva.us, brian.ferguson@russellcountyva.us  
Cc: brian.ferguson@russellcountyva.us

Mon, Oct 30, 2023 at 2:15 PM



### *Commonwealth of Virginia*

#### *VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY*

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219  
P.O. Box 1105, Richmond, Virginia 23218  
(800) 592-5482 FAX (804) 698-4178  
[www.deq.virginia.gov](http://www.deq.virginia.gov)

Travis A. Voyles  
Acting Secretary of Natural and Historic  
Resources

Michael S. Rolband, PE, PWD, PWS Emeritus,  
PE, PWD, PWS Emeritus  
Director  
(804) 698-4020

October 30, 2023

Lonzo Lester  
County Administrator  
Russell Coun  
137 Highland Dr Suite A  
Lebanon, VA 24266

Dear Lonzo Lester:

I am pleased to inform you that a total grant award of **\$25,440.00** has been approved for the Litter Prevention and Recycling Program activities and the Extended Polystyrene (EPS) campaign for the period of July 1, 2023 to June 30, 2024. DEQ's calculation of your grant award was based upon the following distribution:

**Russell County:** Non-Competitive Grant Award: \$17,595.00  
**Town of Cleveland:** Non-Competitive Grant Award: \$2,085.00  
**Town of Honaker:** Non-Competitive Grant Award: \$2,085.00  
**Town of Lebanon:** Non-Competitive Grant Award: \$3,675.00

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](mailto:prina.chudasama@deq.virginia.gov) or at (804) 659-1530.

Sincerely,



Sanjay Thirunagari  
Programs Manager  
Division of Land Protection & Revitalization



Lonzo Lester <lonzo.lester@russellcountyva.us>

## National Opioid Settlements – Payment – Russell County

NoReply@nationalopioidofficialsettlement.com <NoReply@nationalopioidofficialsettlement.com>

Wed, Nov 1, 2023 at 9:13 PM

To: lonzo.lester@russellcountyva.us

Cc: rpetkauskas@browngreer.com, aoxenreiter@browngreer.com, rmotley@browngreer.com, bmadden@wcllp.com

*This is an official communication from the Directing Administrator of the National Opioid Settlements.*

On 11/01/2023, the Directing Administrator initiated payment to your Subdivision as outlined in the table below. If your Subdivision is receiving payment for multiple Distributor Payment Years, those payments will be aggregated into one wire or check. Similarly, if your Subdivision is receiving payment for multiple Janssen Payment Years, those payments will be aggregated into one wire or check.

BG Entity ID	State	Beneficiary Type	Beneficiary Name	Payment Type	Payment Amount	Payment Method
12206	Virginia	General Purpose Government	Russell County	Distributor Payment 3	\$15,156.81	Wire Transfer

Please contact the Office of the Attorney General in your State if you have any questions regarding how your Subdivision's payment amount was calculated or how your Subdivision can use Settlement Funds.

Please let your Case Manager know if you encounter any issues with this payment.

Thank you,

**BROWNGREER PLC**

Directing Administrator

National Opioid Settlements

[www.NationalOpioidOfficialSettlement.com](http://www.NationalOpioidOfficialSettlement.com)

*This electronic mail is intended to be received and read only by certain individuals. It may contain information that is privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you received this in error, please notify me by replying and then delete this message and your reply. These restrictions apply to any attachment to this email.*

April 17, 2023

Mr. Brian Ferguson  
Russell County Solid Waste  
137 Highland Drive  
Lebanon, Virginia 24266

**RE: Proposal for Professional Services, Calendar Year 2023  
Russell County Closed Landfill, SWP No. 258  
Phase II Groundwater Monitoring  
TRC Proposal Number: Pending**

Dear Mr. Ferguson:

TRC Engineers, Inc. (TRC, formerly Draper Aden Associates) is pleased to have the opportunity to provide Russell County (County) the following scope of services and budget estimate to conduct groundwater monitoring services for calendar year 2023, at the closed Russell County Landfill, Solid Waste Permit (SWP) No. 258 located in Russell County, Virginia.

### **SCOPE OF SERVICES PHASE II GROUNDWATER MONITORING**

The following scope of services for the closed Russell County Landfill, SWP No. 258 assumes that the facility maintains semiannual Phase II groundwater monitoring and that the Virginia Department of Environmental Quality (VDEQ) does not require any additional monitoring wells to be installed. The costs for verification sampling, should a routine monitoring result lead to an increase over groundwater protection standards (GPS), and costs associated with preparation of an Alternate Source Demonstration (ASD) are listed separately as contingent items to be approved and implemented if required.

TRC will perform the following under the proposed scope of services:

- Perform groundwater monitoring in accordance with Virginia Solid Waste Management Regulations (VSWMR), SWP No. 258, and the facility's Groundwater Monitoring Plan (GMP).
- Evaluate and confirm the laboratories performing the analyses are capable of performing the work in accordance with standard laboratory protocol, applicable USEPA SW-846 protocols and are accredited under the Virginia Environmental Laboratory Accreditation Program (VELAP) for the requisite methods and analytes in accordance with the VDEQ requirements.
- Complete two (2) semiannual VSWMR Phase II groundwater monitoring events at three (3) compliance monitoring wells (MW-1, MW-4, and MW-7), one (1) residential compliance well (GWMP-4), and one (1) voluntary spring sampling point (GWMP-2). The compliance wells (including GWMP-4) will be sampled for VSWMR Table 3.1 Column A target analytes plus



previously detected Table 3.1 Column B target analytes including: dichlorodifluoromethane by Method 8260 for volatile organic compounds (VOCs); bis(2-ethylhexyl) phthalate, diethyl phthalate, di-n-butyl phthalate by Method 8270 for semi-volatile organic compounds (SVOCs); beta-BHC by Method 8081B for pesticides, and 2,4,5-T by Method 8151A for herbicides; and total mercury by Method 7470A. The voluntary spring sampling point will be sampled for Table 3.1 Column A target analytes only.

- Groundwater monitoring wells will be purged and sampled using new, disposable bailers. The residential compliance well will be purged and sampled from an outdoor hose bib. The voluntary spring sample will be collected as a grab sample from the spring box.
- Record and document all field data and related activities in the field, to be submitted as attachments to the semiannual and annual reports.
- Coordinate with the related laboratories for the collection and delivery of samples to include proper field techniques, quality control, sample containers, shipment, and appropriate chain of custody.
- Review lab invoices for accuracy/correctness and forward to the County for direct payment to the labs. Lab analytical fees are not included in the total budget estimate.
- Perform third party validation of lab analytical data for conformance with sample hold times, preservation, and appropriateness of analytical methods used and validation of conformance with USEPA guidelines will be completed by TRC.
- Perform statistical evaluations within 30 days of event completion/receipt of the laboratory analytical report and Russell County notified of Statistically Significant Increases (SSI) and exceedances of GPS; notification to the VDEQ shall be made by TRC within 14 days of determination of a SSI or GPS exceedance [9 VAC 20-81-250.C.3.e.(3)(a)].
- Prepare groundwater monitoring reports for submittal to VDEQ, including the first semiannual Groundwater Monitoring Report and a combined second semiannual and annual Groundwater Monitoring Report. Reports will be required for submittal to VDEQ within 120 days from completion of sampling and analyses for each semiannual monitoring event. Reports will be provided to Russell County for review and approval prior to submittal to VDEQ.
- Prepare responses to VDEQ comments on groundwater reports as needed; perform other interactions with Russell County and VDEQ on matters consistent with this scope of services.
- Perform verification sampling events and/or ASDs as required and with Russell County (OWNER) approval. Estimated costs per verification event and per ASD are provided below as additional budget line items. If warranted, a specific scope of services and budget estimate will be provided for review and approval prior to completing the work.

The scope of services includes analytical costs for semiannual groundwater sampling with laboratory analysis for VSWMR Table 3.1 Column A target analytes plus previous detected Table 3.1 Column B analytes as noted above.

## ASSUMPTIONS

This scope of services is based upon the following assumptions and conditions:

- Fieldwork will be conducted in OSHA Level D personal protective equipment for worker protection. If higher levels of personal protection are required at the site, an additional budget will be provided.
- Lab analytical fees/invoices will be reviewed and forwarded to the County for direct payment to the lab. Lab analytical fees are not included in the total budget estimate.
- Estimated expenses are based upon the assumption that no severe quality control or quality assurance problems are encountered. Severe problems may result in re-sampling and re-analysis. As requested by the County, TRC may provide such additional services as may be necessary to resolve severe QA/QC problems.
- Budgets are based on current regulations. Should compliance with new regulations require additional services, the County will be notified, and an appropriate budget will be discussed.
- The scope of services and budget estimate do not include the following:
  - regulatory compliance activities including additional meetings/coordination with VDEQ beyond what is described in the scope of work above, and responses and updates to regulatory compliance documents.
  - performance of any major maintenance or repair of the groundwater monitoring network.
  - installation of additional groundwater wells or dedicated pumps.
  - Lab analytical fees: lab fees will be reviewed and forwarded to the County for direct payment to the labs.
  - fees associated with verification sampling, preparation of alternate source demonstrations (ASDs), or other major revisions to the facility groundwater monitoring program; however, fee estimates per verification event and per ASD are listed separately as contingency items.

**BUDGET ESTIMATE**

The estimated annual budget for this scope of services is **\$22,000** and is presented in the table below. The actual cost of providing these services will be based upon time expended and materials consumed, not to exceed the budget estimate presented in the table, unless additional services are approved by the County. This way the County will only be invoiced for time and materials actually expended towards the effort and any savings will be passed on back to the County.

<b>Budget Estimate</b>	
<b>Groundwater Monitoring (Annual Budget) – Russell County Closed Sanitary Landfill, Solid Waste Permit No. 258</b>	
<b>Description</b>	<b>Fee Estimate</b>
<b>TRC Services:</b>	
<ul style="list-style-type: none"> <li>• Complete two (2) semiannual Phase II groundwater monitoring events, and associated reporting as described in the Scope of Services</li> <li>• <i>Laboratory Analytical Fee Estimate (not included in Total)</i></li> <li>• <i>Complete one Verification Sampling Event (Contingency, as need)</i></li> <li>• <i>Complete one Alternate Source Demonstration (Contingency, as needed)</i></li> </ul>	<ul style="list-style-type: none"> <li>• \$22,000</li> <li>• (\$8,000)</li> <li>• (\$3,500)</li> <li>• (\$4,000 - \$6,000)</li> </ul>
<b>Total Budget Estimate for Groundwater Monitoring Services</b> <b><i>(excluding laboratory analytical fees, as-needed verification sampling and ASD contingency costs)</i></b>	<b>\$22,000</b>

Any additional services requested and authorized by Russell County may be provided on a time and material basis or negotiated lump sum fee based on your requirements in addition to the fees outlined herein. If any additional services become necessary or desirable, a Request for Additional Services will be submitted.

Mr. Brian Ferguson  
April 17, 2023  
Page 5 of 6

Thank you for the opportunity to provide groundwater and related monitoring services to Russell County. If this proposal meets with your approval, please sign the Authorization to Proceed below and return it to us. Please feel free to contact us if you have any questions or require any additional information.

Sincerely,  
**TRC Engineers, Inc.**



Will Mason-Deese  
Project Manager



Srikanth Nathella, P.E.  
Environmental Division Manager

**Attachments:** TRC Standard Terms and Conditions  
TRC 2023 Rate Schedule

**cc:** Mr. Lonzo Lester, Russell County Administrator  
Ms. Carrie Blankenship, P.G., TRC



**AUTHORIZATION TO PROCEED**  
**Proposal for Professional Services – Russell County closed Landfill, SWP No. 258**  
**Groundwater Monitoring – Calendar Year 2023**

**TRC Companies Proposal No. Pending**

I/We agree and accept TRC’s proposal to provide the above-described services. We understand the Scope of Services as provided herein and agree to the budget estimated for these services. We further acknowledge that TRC will provide a proposal for any change in the Scope of Services described herein and that a signed agreement to provide those additional services will be executed prior to any work being performed.

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Printed Name

Title

---

Signature

Date



## TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

### ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

### ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
  - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
    - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
    - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
    - (iii) Reimbursable Expenses:
      - ~~Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).~~
      - ~~Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.~~
      - Subcontractors. A fee of 10% will be added to the invoice cost of subcontracts managed by TRC
      - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
      - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
      - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
      - Lodging and Meals. Lodging and meals will be charged either:
        - at cost plus 10%, with receipts provided for any expense over \$25.00, or
        - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
    - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
  - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
  - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31<sup>st</sup> day after the date of an invoice.



Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

### ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

### ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("Change Order"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "**Force Majeure Event**" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days' of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

### ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("**Information**"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

#### ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

#### ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a



disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

- 7.3 Legal Obligation to Disclose. If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 Remedy. Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 Communications with Third Parties. To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

#### **ARTICLE 8. INSURANCE**

- 8.1 Required Insurance Coverage. TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) Worker's Compensation Insurance and Employer's Liability Insurance as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
  - (c) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit per accident;
  - (d) Commercial General Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and,
  - (e) Professional Liability Insurance in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 Certificates of Insurance. Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

#### **ARTICLE 9. INDEMNITY**

- 9.1 Definitions.
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
  - (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
  - (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
  - (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.
- 9.2 TRC'S INDEMNITY OBLIGATIONS.
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
  - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**
- 9.3 CLIENT'S INDEMNITY OBLIGATIONS. **CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.**
- 9.4 RISK OF LOSS TO THE WORK. **ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE**

THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

- 9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.
- 9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

#### **ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION**

- 10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.
- 10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.
- 10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.
- 10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

#### **ARTICLE 11. ALLOCATION OF RISK**

- 11.1 **Client's Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

## **ARTICLE 12. DELIVERABLES**

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

## **ARTICLE 13. SAFETY**

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

## **ARTICLE 14. TERMINATION AND SUSPENSION**

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially

commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

- 14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.
- 14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

#### ARTICLE 15. DISPUTE RESOLUTION

- 15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.
- 15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.
- 15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

#### ARTICLE 16. MISCELLANEOUS

- 16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.
- 16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.
- 16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.
- 16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.
- 16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.
- 16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.
- 16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Signatures. The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:  
 If to TRC, send to the attention of: the person signing the Proposal  
 If to Client, send to the attention of: the recipient of the Proposal  
 Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.
- 16.12 Remittance Information. TRC remittance information for making payments is as follows:

**U.S. Postal Service:**

TRC Lockbox  
 PO Box 536282  
 Pittsburgh PA 15253-5904

**Overnight Packages:**

TRC Lockbox  
 Attn: 536282  
 307 23<sup>rd</sup> Street Extension, Suite 950  
 Pittsburgh, PA 15215  
 877-550-5933

**Wire Instructions (PREFERRED METHOD OF PAYMENT)**

<b>Beneficiary Account Name:</b>	TRC Companies, Inc. – Concentration
<b>Beneficiary Account Number:</b>	2232037090
<b>Bank Codes:</b>	
<b>ABA Number:</b>	011500120 (Wires only)
<b>Routing Number:</b>	211170114 (ACH only)
<b>Swift Code:</b>	CTZIUS33
<b>Bank Name:</b>	Citizens Bank
<b>Remittance Detail Email:</b>	ARremitdetail@trccompanies.com
<b>TRC Contact:</b>	Dawn Dostie
<b>Contact Phone Number:</b>	207-660-7222

## TRC Environmental 2023 Rate Schedule

CODE	TRC LABOR EV P-CODES	2023 HOURLY LABOR RATE
	<b>Principal/Technical Director</b>	
EV28	Level IV	\$350
EV27	Level III	\$305
EV26	Level II	\$273
EV25	Level I	\$253
	<b>Program Manager/Senior Technical Manager</b>	
EV24	Level IV	\$245
EV23	Level III	\$227
EV22	Level II	\$221
EV21	Level I	\$211
	<b>Project/Technical Manager</b>	
EV20	Level IV	\$203
EV19	Level III	\$194
EV18	Level II	\$186
EV17	Level I	\$180
	<b>Senior Scientist/Engineer/Specialist</b>	
EV16	Level IV	\$172
EV15	Level III	\$163
EV14	Level II	\$156
EV13	Level I	\$149
	<b>Project Scientist/Engineer/Specialist</b>	
EV12	Level IV	\$142
EV11	Level III	\$134
EV10	Level II	\$128
EV09	Level I	\$119
	<b>Scientist/Engineer/Specialist, Technicians, and Project Support</b>	
EV08	Level VIII	\$113
EV07	Level VII	\$106
EV06	Level VI	\$97
EV05	Level V	\$91
EV04	Level IV	\$82
EV03	Level III	\$75
EV02	Level II	\$68
EV01	Level I	\$55

- (1) A 15% Mark-up will be added to non-labor costs and expenses/ODCs. The Markup does not apply to equipment & laboratory rates below.
- (2) ~~A 6% Communication/Digital Fee will be applied to labor charges in lieu of separate reimbursement for digital productivity solutions/applications, photocopying, report production, software usage, and postage costs. Digital solutions/applications include mobile and desktop applications for data collection, hosting, visualization, and automated workflows, excluding custom development as required on a per project basis.~~
- (3) Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.
- (4) TRC rates are subject to an annual calendar year escalation
- (5) Invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.
- (6) ~~A 2% fee will be applied to the invoice amount to cover Professional Liability and related insurance costs.~~
- (7) For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services



## MONTHLY BANK BALANCES

September 30, 2023

Regular Account	6,801,451.92
Employee Insurance	2,410,961.59
Employee Claims Account	1,000.00
School Project Captial Fund	1,243,928.50
Non-Judicial Reals Estate Sales	40,005.84
School Textbook	22,036.10
Sheriff Domestic Violence	1,183.35
Petty Cash Treasurer	436.05
Sheriff Seized Assets	27,073.90
Sheriff Restitution	4,370.79
Sheriff Forfeited Assets	1,348.49
Comm Attorney Forfeited Assets	32,375.53
Sheriff Federal Forfeited Assets	2,749.92
Comm Attorney Fed Justice Forfeited Assets	56,578.26
Commonwealth Attorney Abanoned Property	500.00
Sheriff Federal Justice Forfeited Assets	1,566.64
Sheriff Special Projuects	37,518.45
SSI Recipients	241.52
Social Service -Coy Hall Dedicated Account	5,558.00
Bank of Honaker	60,499.07
New Peoples Bank	469,547.99
Certificates of Deposit General	49,575.00
Treasurer's Money Market	2,735,051.29
Certificate of Deposit Library Donations	24,788.80
Certificate Of Deposit Employee Insurance	4,007,010.69
<b>Total Cash In Bank</b>	<b>18,037,357.69</b>
<b>Cash In Office</b>	<b>2,100.02</b>
<b>Petty Cash</b>	<b>100.00</b>
<b>TOTAL CASH</b>	<b>18,039,557.71</b>

ACCOUNT	DATE	September 2023
	DEBIT	CREDIT
Cash in Office	2,100.02	
Cash in Bank	18,037,357.69	
Petty Cash	100.00	
General Fund		3,735,301.83
Non-Judicial Real Estate Sales		40,005.84
Sheriff In State Trip		60,335.39
Sheriff Dare Fund		100.00
Sheriff Seized Assets		27,073.90
Sheriff Restitution		4,370.79
Sheriff Forfeited Assets		1,348.49
Comm Attorney Forfeited Assets		32,375.53
Honaker Library Donations		24,783.87
Russell County Housing Fund		4,424.36
Sheriff Federal Forfeited Assets		2,749.92
Sheriff Domestic Violence		1,183.35
Comm Attorney Abandoned Prop		500.00
Comm Attorney Fed Justice		56,578.26
Sheriff Fed Justice Forfeited		1,566.64
Sheriff's Special Projects		37,518.45
Social Services		(508,718.47)
Swva ASAP		25,483.80
Coal Road Improvement		1,086,642.46
CSA		(1,128,242.66)
School Fund		1,100,363.42
School Food		1,908,188.07
School Skilled Trade Program		125,000.00
School Textbook		22,036.10
Regional Adult Education		255,632.34
Petty Cash Treasurer		436.05
COVID 19		2,068.07
Litter Fund Trash Pickup		(30,879.04)
American Rescue Act		3,076,907.47
School Projects Capital Fund		1,243,928.50
Opioid Settlement Fund		245,433.52
Current Credit		(0.79)
Current Debit		14.44
Title XX		11,321.05
SSI Recipients		241.52
Damage Stamp Fund		2,823.98
Valley Heights		96,260.68
Dante Sewer		53,706.00
Employee Health Insurance		2,410,961.59
Employee Insurance COD		4,007,010.69
Employee Insurance Claims		1,000.00
Law Library		63,343.26
Special Welfare		43,520.17
Housing Fund #2		7,700.00
Russell Co Health & Fitness		132,865.92
Cannery		(255,758.80)
WIB		10,051.75
<b>Total</b>	<b>18,039,557.71</b>	<b>18,039,557.71</b>



**September 21, 2023**

A Special Called Meeting of the Industrial Development Authority of Russell County, Virginia was held on September 21, 2023 at 2:30 P.M. at the Russell County Board of Supervisors Overflow Room.

**MEMBERS**

**PRESENT:** Richard Lockridge, Chairman  
Tony Dodi, Vice Chairman  
Carlton Elliott, Secretary  
Harry Ferguson, Member  
John Stamper, Member  
Donnie Christian, Member  
DeAnna Jackson, Member  
Ron Blankenship, Member  
Jarred Glass, Member

**STAFF:** Ernie McFaddin, Executive Director  
Terry Kilgore, Attorney

**GUESTS:** Tommy Schrader  
John Lundy

The Chairman called the meeting to order at 2:30 P.M.

The secretary called the roll and recorded the roll call.

**CLOSED SESSION**

Upon motion made by Tony Dodi, second by DeAnna Jackson and duly approved by the Industrial Development Authority of Russell County, Virginia to enter Closed Session as permitted by, VA Code #2.2-3711 (3) Property for Project "Flex" (5) Prospective Business Project "Flex" (7) & (8) Legal for Project "Flex"

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

**RECONVENE TO PUBLIC SESSION**

Upon motion made by John Stamper, second by Jarred Glass, and duly approved by The Industrial Development Authority of Russell County, Virginia, the Chairman called the meeting back into regular session and requested the "Certification Motion after reconvening in Public Session".

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

**CERTIFICATION AFTER RECONVENING IN PUBLIC SESSION**

The Industrial Development Authority of Russell County, Virginia hereby certifies that, in the closed session just concluded, nothing was discussed except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed under the provision of the Virginia Freedom of Information Act cited in that motion.

The Roll Call Vote Was:

Richard Lockridge	Yes	Carlton Elliott	Yes
Harry Ferguson	Yes	Tony Dodi	Yes
DeAnna Jackson	Yes	Donnie Christian	Yes
Jarred Glass	Yes	John Stamper	Yes
Ron Blankenship	Yes		

**ADJOURNMENT**

Upon motion made by Tony Dodi, second by DeAnna Jackson, and duly approved by the Industrial Development Authority of Russell County, Virginia adjourning this meeting at 3:19 PM.

The Vote was:

Aye: C. Elliott, T. Dodi, H. Ferguson, D. Jackson, D. Christian, J. Stamper, J. Glass, R. Blankenship

Nay: None

Absent: None

**Shiloh Lyttle, DMO**  
**Tourism Coordinator**  
Office Phone: (276)344-8504  
Cell Phone: (276)880-5728  
Email: [shiloh.lyttle@russellcountyva.us](mailto:shiloh.lyttle@russellcountyva.us)



### Heritage Festival

Festival event data presentation including

### Youth Presentations

As a part of the youth subcommittee, Jim Lyttle, Janice Halsey, and Shiloh Lyttle went to Lebanon High School Afterschool Program to present to a group of enthusiastic young adults about the impact and importance of tourism, as well as tourism assets that are available to them. The next presentation will be held on November 1st at Castlewood High School at 4:15 PM.

### Arty Lee Campground

The grand opening of the Arty Lee Campground and Dante Coal ATV Trails will be held on Monday, October 30<sup>th</sup>, 2023, at 10:30 AM. This has been a long process to ensure that this project would come to fulfillment, thank you to those board members and partners.

The Arty Lee Campground will be taking the reservations online through the website, I am currently designing to become operational.

### VA1 Governor's Summit – Richmond, Virginia

I will be attending the VA1 Tourism Governor's Summit in Richmond, Virginia this year from Sunday, November 12th – Tuesday, November 14th.

### Picnic Table Project

This project has been completed thanks to the Flatwoods Job Crop work crew for coming out and building our tables. Those tables have been placed at the Old Russell County Courthouse for public use. They are a beautiful addition to the property.

### Adventure Guide – ARPA

I have met with Amber Amburgey, and we were able to discuss how the development with the Adventure Guide will develop moving forward. The layout of the guide and content to be turned in at the end of October. Amber will have the turnaround, and we will then send the draft to the editors. Once completed it will be sent off to the printers.

**Shiloh Lyttle, DMO**  
**Tourism Coordinator**  
Office Phone: (276)344-8504  
Cell Phone: (276)880-5728  
Email: [shiloh.lyttle@russellcountyva.us](mailto:shiloh.lyttle@russellcountyva.us)



### Agritourism Meeting – November 16th

On November 16th, 2023 at 5:30 PM at Pat's Kountry Dinner.

### Social Media & Webpage

#### **Facebook Data**

People Reached – 31,374  
Post Engagements – 6,583  
Page Likes - 48  
Page Followers – 89

#### **Webpage**

October Ad – Webpage promotion

##### Engagement

Total Views – 3,327  
People Reached – 2,063  
Total Clicks – 77

The October Ad that is currently running is a fall-based ad on beauty and outdoor recreation that is available in Russell County, Virginia. It has also shown us to be successful with the promotion of the website, we have also improved the number of brochures that we are mailing out. The cities targeted in this ad were directed at Nashville, Roanoke, Knoxville, Richmond, Raleigh, Atlanta, Jacksonville, Chicago, and Charlotte. This was shown to be successful, these cities were decided based on data collected by Heart of Appalachia, as well as data collected from our own webpage and social media pages.

#### **Traffic Sources**

Facebook – 174  
Virginia.org - 61  
Direct – 47  
Google – 26

Unique Visitors: 313

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Site Session: 357

State Visitation: Our current largest out-of-state visitation and engagement is with Tennessee in Nashville. We are also seeing engagements on our website from Canada, North Carolina, and Georgia within the past month.

The main reason we consider visitor engagement with our website is because it shows us where are the main areas, where we need to focus our social media ads, and who are audiences we are drawing into our county. This is because when most visitors engage with a locality's website, they are truly interested in that location, and therefore more likely to visit.

\*Also please see the project timeline currently being worked on as well as running social media, and meeting with local business owners, and other community officials and organizations.\*

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## **Russell County Tourism BOS Report October 2023**

### Upcoming Events

- October 13th – 14th: Harvest Craft Faire
- October 14th – 15th: Jurassic Park – The Russell Theatre
- October 13th: Halloween Movie Night – The Lyric Theater
- October 20th: Comedy Night – The Russell Theatre
- October 20th – 21st: Trail of Terror – Cleveland
- October 21st: Library (LVA) on the Road
- October 21st – 22nd: Hocus Pocus – The Russell Theatre
- October 26th: Grand Opening and Ribbon Cutting of the Historic Russell Theatre
- October 27th – 28th: Trail of Terror - Cleveland
- October 28th: Creepy Crawlers, Scavenger Hunt, Halloween Paw-ty – The Western Front
- October 31st: Haunting on Main – Lebanon
- October 31st: Trunk or Treat – Honaker
- October 31st: Trunk or Treat – St. Paul
- October 31st: Trunk or Treat – Cleveland
- November 4th: Chili Chili Bang Bang – St. Paul
- November 18th: Holiday Bazaar
- November 18th: Holiday Market/Santa Train (St. Paul & Dante)
- November 25th: Shop Small Saturday
- December 2nd: St. Paul Christmas Parade
- December 4th: Lebanon Christmas Parade
- December 5th: Cleveland Christmas Parade
- December 9th: Dante Christmas Parade
- December 9th: Christmas Bike Night



# HERITAGE FESTIVAL DATA RESULTS 2023

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*Presented by and Data Collected:  
Shiloh Lyttle, DMO - Russell  
County Tourism  
Coordinator/Director*

# Heritage Festival Survey Results: Briefing

---

The festival was held on Saturday, September 23rd, 2023, at the Old Russell County Courthouse and Dickenson – Bundy Craft House in Castlewood, Virginia. The event included live bluegrass music, local craft artisans, demonstrations, tours of the courthouse, educational (time-appropriate) activities, and food trucks.

After the event, based on the attendee bracelets distributed, the attendee count was 214. I would account for around 25-35 individuals who were not accounted for at the event.

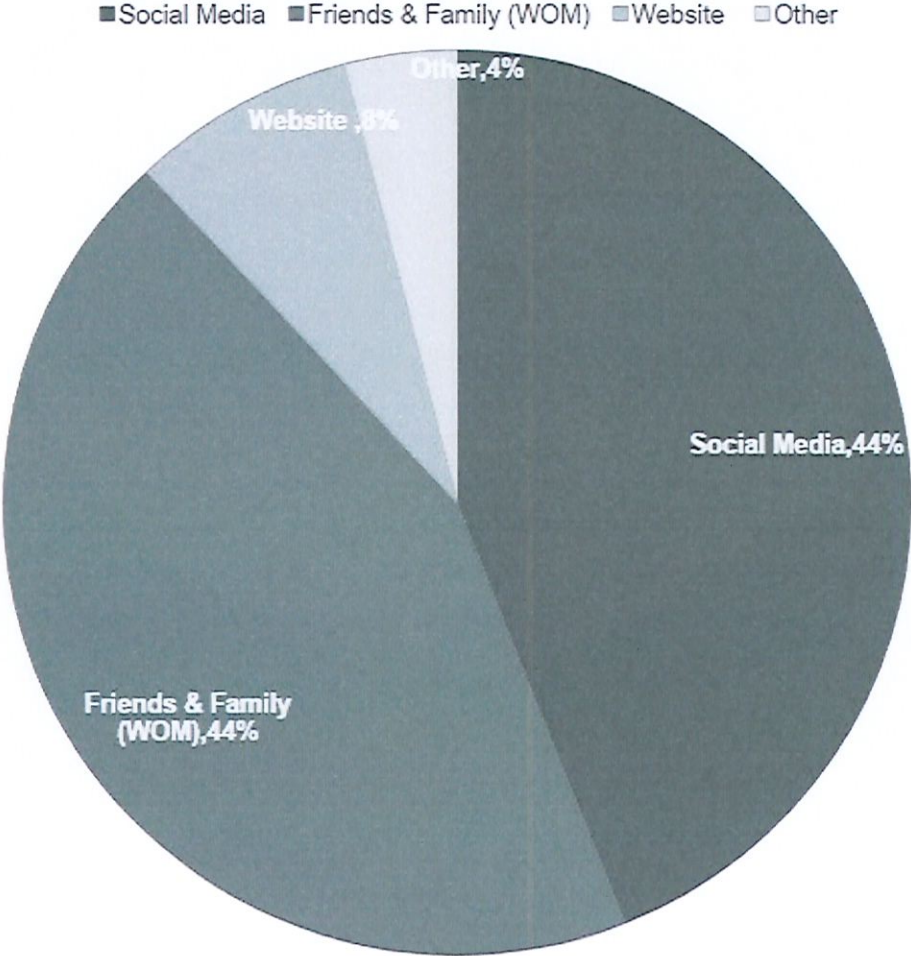
The survey is based on the responses from around 15% of the attendees.



# How did you learn about the Heritage Festival?

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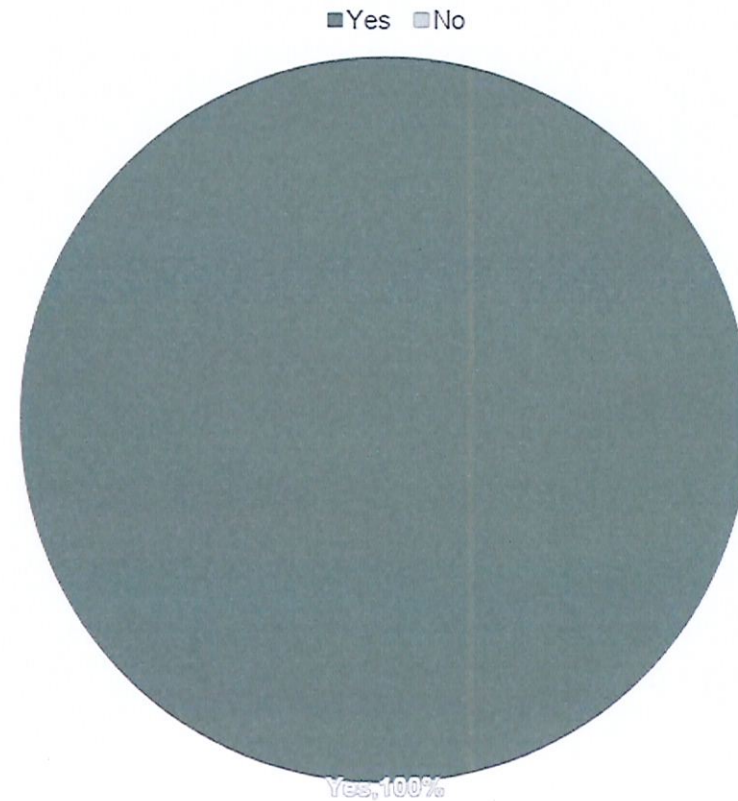
The survey results concluded that a vast majority of the people who attended the Heritage Festival learned about the festival either through social media sources or word of mouth (friends and family). This shows that through our advertising on social media and pushing the event out, we received a large portion of attendees.



## Are you interested in attending next year?

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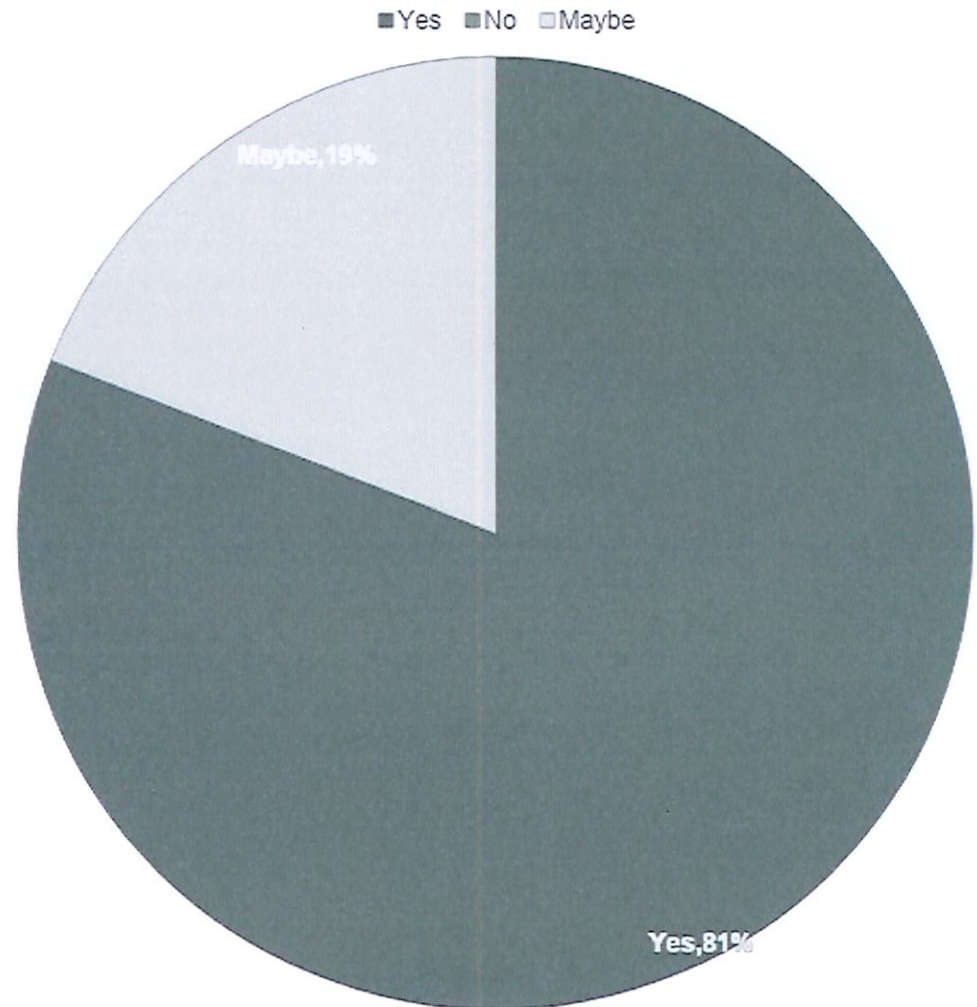
100% of survey participants were interested in coming back for this event next year!



## Do you follow us on social media? Facebook or Instagram: Experience Russell County, VA

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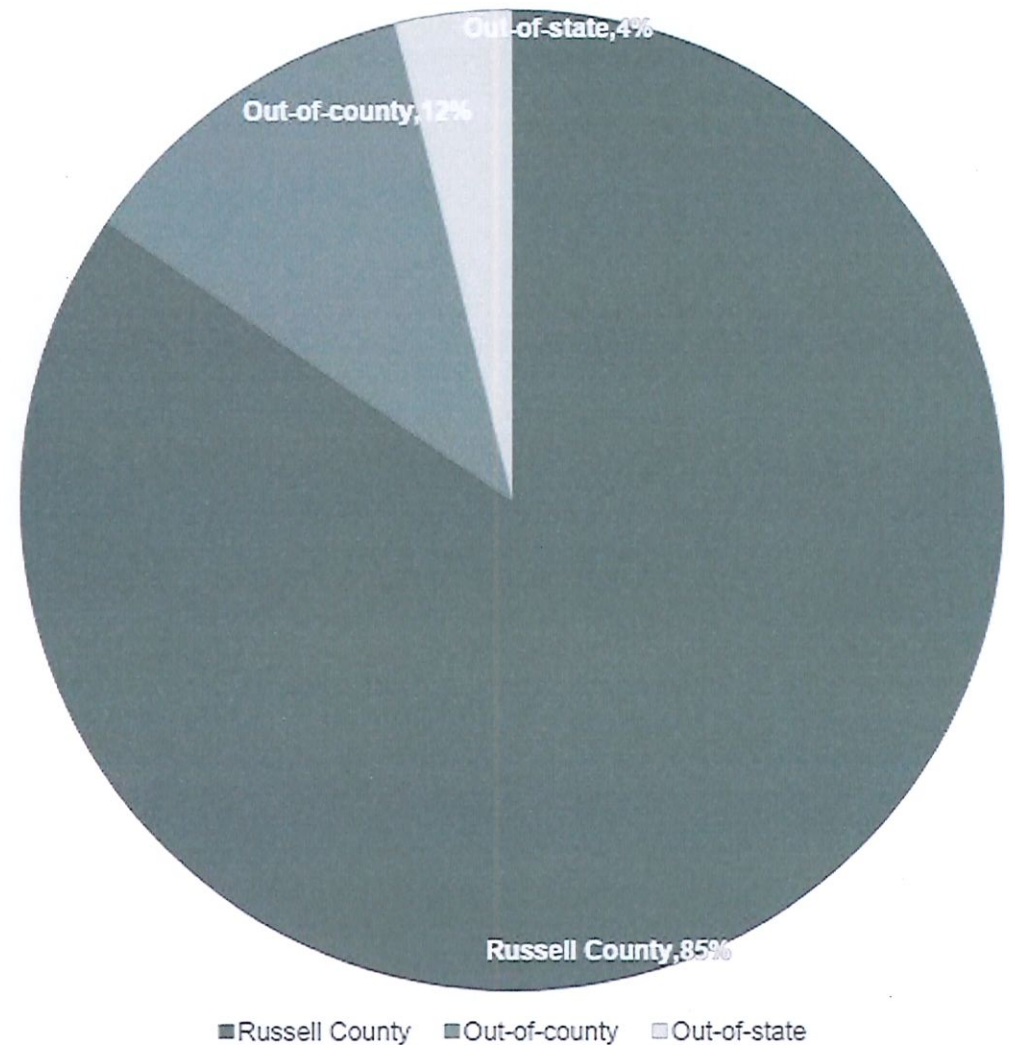
The research concludes that the vast portion of the survey participants do follow us on social media or believe that they do. There were no participants who knew that they did not follow us on social. I would say that from the results it is fair to conclude that they had heard about Experience Russell before.



## Where are you visiting from?

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Since this was our first year having this event, we were still successful and gained a portion of attendees from outside of Russell County. Even though 85% of the survey participants were from within the county.



## If you are visiting, where are you staying?

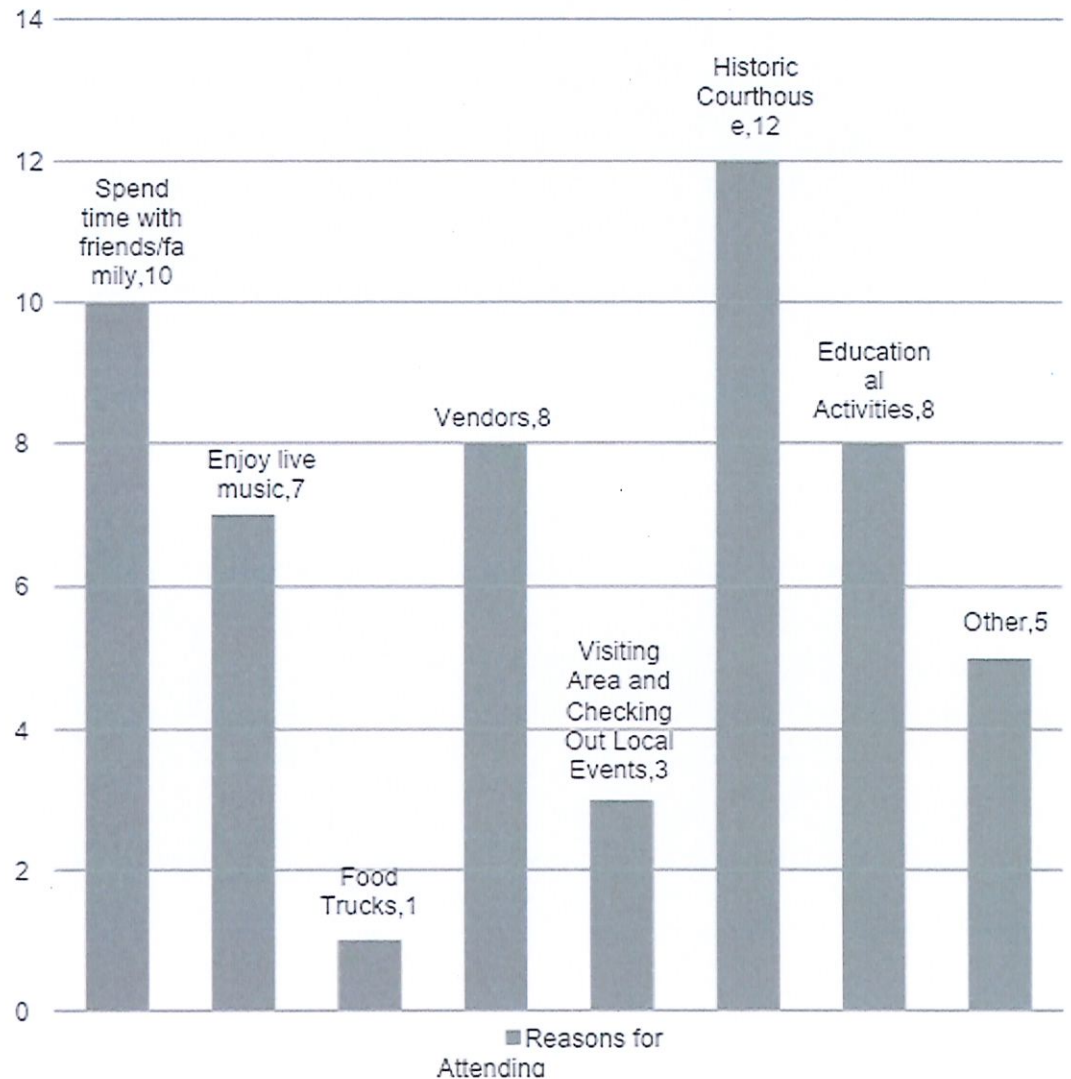
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Spilt 50/50, with those who were visiting the area none of which were staying in a local hotel or Airbnb. They were either staying with friends/family or staying locally in Russell County.



## Why did you attend the Russell County Heritage Festival 2023?

Out of the options that were provided (shown in the graph) choosing to spend time with friends and family and visiting the historic courthouse were the top choices that were major reasons for attending.



**Let us know what you want to see more of for next year. Please keep in mind that this is our first year hosting this event, thank you for your feedback.**

---

- ❖ “Food trucks”
- ❖ “More vendors & food trucks”
- ❖ “Maybe Apple Butter Making. Loved the Blacksmith and Preacher. More interactive activities. Maybe the DAR.”
- ❖ “More music, food vendors, more crafts, and demonstrations”
- ❖ “Loved it, thank you!”
- ❖ “More advertising for events & more activities”
- ❖ “More of the same”

# Heritage Festival

## Survey Results: Conclusion

---

Based on the data feedback, as well as, speaking with individuals in the community that attended the festival I have heard nothing but positive and encouraging responses. Taking into account, that this was our first year hosting the event we did experience some “hiccups” as you will in any event. But learning from those “hiccups” we are able to adjust the event accordingly in the coming years.

There were many suggestions that were shared by TAC members, volunteers, and event attendees that I will be taking very seriously as we begin to plan the event for next year. Including an increased amount of food trucks, involving the local schools more, adjusting the layout of the event, increasing local event advertising, and more demonstrations just to name a few.

In overall conclusion, I was able to collect that it was a successful event and has had a positive impact on the community. Based on the data collected all of this was well received, and many want to see the same things next year. Along with the addition of amplifying our activities for next year.





**Russell County Tourism Advisory Committee (T.A.C.)  
Committee Meeting Minutes  
September 21, 2023; Pat's Diner 5:30 pm**

TAC Coordinator, Shiloh Lyttle

**Committee Members**

*Jennifer Chumbley*, Chair (District 3)

*Alice Meade*, Vice Chair (At large)

*Dustin Blackson*, Treasurer (District 2)

*Janice Halsey*, Secretary (District 5)

*Carley Bruck* (District 1) - Absent

*Douglas Hubbard* (District 6)- Absent

*Lisa Hubbard* (District 4)

**Heart of Appalachia DMO**

Maddi Gordon - Absent

**Ex-Officia** : Jim Lyttle ; Angie Carpenter -Absent ; Jeff Hess

**Call Meeting to Order:** Jennifer Chumbley called the meeting to order at Pat's Diner at 5:30 pm on September 21, 2023.

**Approval of Agenda:** Alice Meade made motion to approve agenda for September 21, 2023. The motion was properly seconded by Dustin Blackson and motion was carried.

**Approval of Minutes:**

Motion was made by Dustin Blackson to approve the August meeting minutes. The motion was properly seconded by Linda Hubbard and the motion was carried.

**Introduction:**

Jeff Hess introduced himself to newer members. He was a former member of TAC and is now a non-voting advisory member.

**Treasurer's Report:**

Shiloh paid for an ad for Facebook for \$79.00.



### Old Business:

#### Webpage & Social Media Update:

Shiloh figured out how to do an ad on Facebook. She made a new post which is a real ad on Facebook that appears to certain demographics- Nashville, Roanoke, Knoxville, Richmond, and Charlotte. The cost was \$79.00. FB followers are up to 8400 which is an increase of 550 since last year. There have been 400 views on the website in the past 28 days on the ad. People reached 2,422, clicks 70.

#### Finney Love Sign

The ribbon cutting was on September 14 with live music. Shiloh talked to Carl about getting this sign on the Crooked Road.

#### The Russell Theater

A soft opening is planned for September 23rd. The time is not until 6:00 pm so will not interfere with the Heritage Festival.

### New Business:

#### Russell County Event Calendar:

Sept 23 – Heritage Days, Old Russell County Courthouse

Sept 23 – Soft Opening The Russell Theater

Sept 30 – Vet Fest

Oct 13-14 – Harvest Craft Fair Russell Co Fairgrounds

Oct 14 – Honaker Haunted Walk, Haunted House & Hayride

Oct 20-21; 27-28- Cleveland Fire Dept Haunted Bridge Walk

Oct 21 - LVA (Library of Virginia) on the Road

Oct 28 – Jeepers Creepers, Western Front- St. Paul

Oct 31 – Haunting on Main- Lebanon; Trunk or Treat – St. Paul

Nov 4 – Chili Chili Bang Bang

Nov 8 – Holiday Bazaar-Lebanon; Holiday Market & Santa Train-St. Paul

Nov 25 – Shop Small Saturday (St. Paul does punch cards at each business throughout town). Shiloh is going to talk to other businesses in the area to see if they want to participate in the punch cards.

Christmas Parades:

St. Paul- Dec 2; Lebanon-Dec 4; Cleveland-Dec 5

Dec 9 – Bike Night

#### Heritage Festival:

Shiloh reached out to Castlewood High School for volunteers but had not heard anything back from them. However, she shared we should have enough of our own volunteers. Wynona Dove may have to cancel due to family illness. Blue Grass circle has graciously offered to perform for as long as needed. JoBeth Wampler's Women's Group will be doing story telling. Food Truck Shaka Latte canceled but My Cup Runneth Over will be there. There are a total of 13 vendors with 2 having canceled. Jennifer Chumbley will be bringing her popcorn machine in case there aren't any food vendors. Jennifer will be



bringing goats and chickens to provide a small petting zoo for the children. TAC and the History Subcommittee will be meeting at the Old Courthouse on Friday, September 22 for all who can come. Jim Lyttle will be there as a Clinch Circuit Rider, which were preachers of all denominations who went to different churches via horseback. ARC-TV might be there. Shiloh has contacted The Lebanon News.

#### **Picnic Table Project**

We had hoped to have these by the Heritage Festival, but the builders keep rescheduling. We are now told they will be ready the last week of September.

#### **Historic Subcommittee Update:**

Was covered in discussion about Heritage Festival (see Heritage Festival).

#### **Agritourism:**

The next Agritourism meeting is set for November 16, 5:30 at Pat's to discuss Century Farm. Jim and Janice will be giving a presentation at Lebanon High School to the after school program on October 9, 4:00-5:00 to present the videos that Brad Deel & Preston Ball filmed.

#### **Additional Business:**

Jennifer Chumbley shared news about a local author, Bryant Skeen, who has written a series of three books, "Johnny the Ambulance," which are now on Amazon.

Shiloh shared that we are still doing the November ad in Blue Ridge Outdoors, this is a ½ page and E-news ad. She will be meeting with Amber Amburgey on the Adventure guide. Shiloh is currently waiting for another round of photos from Preston Ball. She is getting ready to work on the verbiage, etc. for the guide. Will need to have an editor to look at the guide.

Shiloh will be attending a networking conference – Breck Project – which is about restoring coal impacted communities through tourism as a form of economic development.

**Dates to Remember:** Next meeting at Pat's, October 17 @ 5:30pm

#### **Adjourn:**

Alice Meade made a motion to adjourn the meeting. The motion was properly seconded by Dustin Blackson and the motion was carried.



X

---

Jennifer Chumbley  
Chair Signature

Prepared By:  
Janice Halsey - Secretary



# Tourism Project Development

Status Color Legend & Toggle

Not Started	In Progress	Delayed	Complete	Continual Project		
ON	ON	ON	ON	ON	OFF	OFF

Projects	Status	Details	Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost
Food Truck Park - IDA Project	Delayed	Project with the IDA	May	June	May	September		
County QR Code development	Not Started	QR Code connectin	N/A	N/A				
Website Update & Development	Complete	Reformatting the w	May	June	May	August		
Blue Ridge Outdoors Ads - ARPA	Complete	June Ads	June	June	May	June		
Social Media Ads	Continual Project	Ads Run April-Dec						
Adventure Guide Production - ARPA	In Progress	Guide highlighting	August	December				
Photography - ARPA	Complete	Professional Photo	June	August	June	August		
BRECC - CPPD	In Progress	Economic Develop	Febuary	December				
Arty Lee Campground	In Progress	Webpage Developm	March	May				
VA 250 Planning	Delayed		Continuation	Continuation				
Honaker's Farmers Market	Not Started	USDA funding	April	N/A (currently)				
Small Business Networking Event	In Progress	Connecting small b	August	December				
Heritage Days - Old Russell County Courthouse	Complete	Event celebrating the	June	September				
Century Farms Dedication - Agritourism	In Progress	Honoring farms throu	April	N/A (currently)				
Old Russell County Courthouse Development	Complete	Picnic tables & signag	July	N/A (currently)				
Blue Ridge Outdoors Ads - ARPA	Complete	November Ad	October	November				

Projects	Status	Details	Anticipated Start Date	Anticipated End Date	Actual Start Date	Actual End Date	Estimated Cost	Actual Cost
Picnic Table Project	Complete	Picnic Table Developn	August	August				

# Russell County Planning Commission

**September 18, 2023**

The Russell County Planning Commission met on Monday, September 18, 2023 in the conference room of the Board of Supervisors at the Russell County Government Center, 137 Highland Drive, Lebanon VA.

Members Present

Members Absent

Others Present

Oris Christian

Mark Mitchell

Charlie Edmonds

John Mason

Ernie McFaddin

Jack Compton

Philip Addington

Keith Ray

Vice Chairman John Mason called the meeting to order at 6:30 p.m.

Invocation and Pledge of Allegiance given.

Agenda approved. Motion by, Charlie Edmonds seconded by Oris Christian, motion passed unanimously.

August 21, 2023, Meeting minutes approved. Motion by Jack Compton, seconded by Philip Addington, motion passed unanimously.

**RUSSELL COUNTY PLANNING COMMISSION**

**August 22, 2023- September 18, 2023**

1. Correction plat for Classic Country Land LLC (had name incorrect on plat) Century Farm RD
2. Larry Willis Rasnake & Patricia Rasnake to Commonwealth of Virginia .927 AC Artrip RD



# RUSSELL COUNTY CONFERENCE CENTER

October 1, 2023

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

Date	Event	Event Type	Space
10/02/23	Russell County Tax Sale Alicia McGlothlin	Community Event	Full \$0
10/05/23	Metallurgical Coal Producers Association Barbara Altizer	Individual Event	Full \$640
10/07/23	Farm Bureau Customer Dinner Bruce Warner	Community Event	Full \$135
10/09/23	Tru Point Bank Corporate Training Day Garnette Owens	Individual Event	Full \$450
10/12/23	Clinch Valley SWCD Annual Banquet Hannah Rexrode	Individual Event	Full \$275
10/15/23	Birthday Party Jay Lewis	Individual Event	Full \$125

Date	Event	Event Type	Space
10/19/23	Lebanon Primary School Designer Purse Bingo Rebecca Sykes	Community Event	Full \$135
10/21/23	Perkins Wedding Alexis Keen	Individual Event	Full \$135
10/22/23	Lebanon Youth Cheerleading Banquet Rae Anne Hurley	Individual Event	Full \$125
10/24/23	WDB Staff Meeting Pam Ratliff	Individual Event	Full \$165
10/25/23	Election Officer Training Diana Shorter	Individual Event	Full \$0
10/26/23	Metallurgical Coal Production Association Barbara Altizer	Individual Event	Full \$595

- \$250.00

**Final Total = \$ 2,780.00**

THE RUSSELL COUNTY TRANSPORTATION AND SAFETY COMMISSION MET AT BONANZA RESTAURANT IN LEBANON VIRGINIA ON OCTOBER 10<sup>TH</sup> 2023. 6 PM

**MEMBERS & GUEST PRESENT**

GARY DOTSON EUGENE FERGUSON HENRY STINSON LINDA CROSS CARL RHEA  
BILL WATSON TIM LOVELACE BARBARA COX

**GUARD RAILS CONTRACTOR BEHIND IN BRISTOL AREA**

- 1-GUARD RAILS REPLACED AS DAMAGED
- 2-DANTE ROANOKE HILL NEAR THE TOP FOR APPROXIMATELY 150 FEET NEEDS NEW GUARD RAIL REPLACED VERY RUSTY AND LOW TO THE GROUND
- 3-RT. 58 W AT QUARRY ROAD GUARD RAIL EXTENSIVE DAMAGE
- 4-RT RT 58 W/683 MEMORIAL DRIVE SIGN POST DAMAGED AT THE INTERSECTION NEEDS NEW POST FROM THE GROUND UP PLUS THE MEMORIAL SIGN IS BENT WITH BOLTS MISSING
- 5-RT 58 WEST MILE MARKER 68.8 ACROSS FROM HONAKER CHURCH GUARD RAIL DAMAGED
- 6-RT 19 N AT VALERO CROSS OVER END OF GUARD RAIL DAMAGED

**ALL GUARD RAILS HAVE BEEN REVIEWED AND TURNED IN**

**SHOULDER REPAIR AND POT HOLE**

- 1-RT 615 GRAVEL LICK BETWEEN GOLF ENTRANCE AND THE OLD TRASH DUMP ROAD SINKING WILL PATCH WHEN ASPHALT IS AVAILABLE
- 2-RT 903 ROSEDALE SUBDIVISION BIG POT HOLE AT THE ENTERANCE
- 3-RT 71 NORTH JUST BEFORE JESSEE'S MILL ROAD SECTIONS OF PAVEMENT COMING UP
- 4-RT 19/80 NORTH BOUND ROAD HAS A LARGE DIP AT THE TURN OFF
- 5-RT 615 FIRST HOUSE ON DINSMORE HILL PAST GOLF COURSE BOTH SIDES OF ROAD WASHED OUT
- 6-RT 682 DEAD AND LIVE TREES HANGING OVER THE ROAD FIRST MILE FROM RT 609 AND BRUSH FROM FALLEN TREES LAYING ALONG THE ROADWAY NEAR THE TOP NEEDS TO BE REMOVED. REMOVAL PENDING NEW CONTRACTOR
- 7-RT 661 ARTRIP ROAD NEAR JOE DOTSON'S ROAD IS BADLY RIPPLED FOR APPROXIMATELY 500 YARDS
- 8-RT 67 NEAR E. DILLION WATER STANDS IN ROAD DURING RAINS POSIBLE FIX IS TO CUT A WINDOW IN THE SHOULDER OR EMIMATE BERM
- 9-RT 67 DYE HILL A 40 FEET SECTION OF ROAD SINKING. WILL OVERLAY
- 10-RT 661 CLEVELAND ARTRIP BRIDGE GUARD RAIL BEING WASHED OUT NEAR CAMPBELL KISER ESTIMATE SUBMITTED
- 11-THACKER BRANCH OFF FINNEY ROAD SEVERAL PLACES ON THE EDGE OF THE ROAD WASHING OUT

- 12-RT 627 LOWER BEARWALLOW NEEDS A SPEED LIMIT SIGN INSTALLED
- 13-RT 19 NORTH NEAR SOULS HARBOR CHURCH ROAD SINKING. WILL MILL AND RESURFACE
- 14-RT 614 AT THE BLUFF NEEDS DEFLECTORS ROAD OFTEN FOGGY OR ICY
- 15-RT 67 1/8 MILE NORTH OF SWORDS CREEK SCHOOL EITHER THE ROAD IS SINKING OR THE BRIDGE RISING
- 16-RT 640 A ROCK IN A CURVE NEAR TOMMY BREEDING'S HOUSE NEEDS TO BE TRIMMED
- 17-RT 82 CLEVELAND ROAD NEEDS REFLECTOR ON DOWN THE MOUNTAIN GUARD RAILS

### **SCHOOL BUS SAFETY AND OTHER CONCERNS**

- 1- RT 611 JOHNSON SETTLEMENT REQUEST SPEED LIMIT SIGNS COUNTY NEEDS TO REQUEST A STUDY
- 2- BRUSH ON SEVERAL SECONDARY ROADS HITTING SIDE AND TOP OF SCHOOL BUSES
- 3- RT 654/657 NEEDS A SPEED LIMIT STUDY BECAUSE THE SPEED LIMIT OF 25 MILE PER HOUR IS LESS THAN THE 35 MILE PER HOUR ON THE TOWN ENTERANCE
- 4- RT 651 ROMAN RIDGE AND NEW GARDEN INTERSECTION BRUSH AND WEEDS NEED TO BE CUT FOR VISIBILITY
- 5- RT 58 EAST NEAR MILE MARKER 62.6 IN THE CUT THROUGH A DEAD TREE HANGING ON THE HIGHWALL SUBMITTED TO ROADSIDE
- 6- RT 67/637 GARDENER ROAD SWORDS CREEK A CHURCH SIGN AT GARDENER FULL GOSPEL CHURCH NEEDS TO BE RELOCATED WHICH BLOCKS VISIBILITY FOR LARGE VEHICLES
- 7- RT 67 SWORDS CREEK SCHOOL WATER FLOODS PARKING LOT. A POSSIBLE FIX WOULD BE A DRAIN PIPE DIRECTING WATER TO THE CREEK
- 8- JESSEE'S MILL ROAD NEEDS BRUSH CUT ALL THE WAY THROUGH

### **ITEMS REPORTED CORRECTED**

- 1-RT- 645 LARGE POT HOLE REPAIRED NEAR MARY OWENS
- 2-MUSIC FEST ROAD BELFAST GRAVEL IN THE ROAD CLEANED UP
- 3-RT 67 NEAR SWIFTY JOHN'S TWO DISABLED VEHICLES REMOVED FROM ROADSIDE
- 4- RT 740 COPPER ROAD RESURFACED
- 5- RT 82 CHEVRON SIGN REPAIRED NEAR CLEVELAND
- 6-RT 602 RIDGEWAY TREE LIMB REMOVED

**FUTURE SUGGESTED MAJOR SAFETY PROJECTS**

- 1-ARTTRIP RD. ½ MILE FROM CLEVELAND BRIDGE BANK NEEDS TO BE TAKEN OFF TO WIDEN ROADWAY. **WILL REVIEW WITH RESIDENCY TWO DIFFERENT PROPERTY OWNERS**
- 2-RT 667 CENTURY FARM RD. FIRST INTERSECTION NEEDS TO BE WIDENED HAVE HAD SEVERAL WRECKS POSSIBLE REVENUE SHARING PROJECT
- 3-RT 651 HUBBARD TOWN ROAD INTERSECTION ONTO NEW GARDEN ROAD NEEDS TO BE WIDENED A BLIND SPOT IN THE CURVE. TWO CRASHES IN THE LAST TWO YEARS POSSIBLY SCALE BACK THE BANK
- 4-RT 684 CHESTNUT RIDGE CIRCLE OFF ROUTE 65 ROAD NEEDS TO BE WIDENED ESPECIALLY ON THE LOWER END UP TO THE CHURCH POSSIBLE SOLUTION IS TO FIX TURN OUTS FOR LINE OF SITE
- 5- ALL COUNTY ROADS NEEDS LINE PAINTED ON EDGES

**UNDERLINED AND BOLD COMMENTS FROM HENRY KINCER**

COMMISIOM MEMBER INFROMATION

BARBARA COX	971 1502	JOHNNY JESSEE	701 6780
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	254 3810	HENRY STINSON	873 4905
HENRY KINCER	889 7601	BILL WATSON	794 1021

NEXT MEETING WILL BE NOVEMBER 14TH 2023 WE THANK ALL WHO ARE INVOLVED IN KEEPING OUR ROADWAYS SAFE AND OUR GUEST PARTICAPTION

SAFETY IS A COMMITMENT!!!!!!!!!!!!!! PREPARED BY GARY DOTSON

# Cannery Revenue Report FY 2023/2024

## Castlewood

	In County Customers	In County Revenue	Cans Used	Glass Jars	Out of Co Customers	Out of Co Revenue	Cans Used	Glass Jars
July	5	\$ 34.30	0	145	3	\$ 33.75	0	78
August	13	\$ 224.25	0	1314	10	\$ 315.60	0	833
September	9	\$ 104.90	0	645	19	\$ 867.50	0	2432
October								
November								
December								
January								
<b>Total</b>	<b>27</b>	<b>\$ 363.45</b>	<b>0</b>	<b>2104</b>	<b>32</b>	<b>\$ 1,216.85</b>	<b>0</b>	<b>3343</b>

## Honaker

	In County Customers	In County Revenue	Cans Used	Glass Jars	Out of Co Customers	Out of Co Revenue	Cans Used	Glass Jars
July	5	\$ 31.75	0	177	1	\$ 5.85	0	39
August	23	\$ 430.23	115	1112	0	\$ -	0	0
September	12	\$ 209.99	18	969	0	\$ -	0	0
October								
November								
December								
January								
<b>Total</b>	<b>40</b>	<b>\$ 671.97</b>	<b>133</b>	<b>2258</b>	<b>1</b>	<b>\$ 5.85</b>	<b>0</b>	<b>39</b>

October 2023

## Russell County Animal Shelter Monthly Report

	Stray	Owner surrender	Seized	Bite Case Quarantine	Other	Total
Transfer	12	18	0	0	0	30
Adopted	14	3	0	0	0	17
Owner Reclaimed	5	1	0	0	0	6
Euthanized	0	0	0	0	0	0
Died in Custody	0	0	0	0	0	0
Other	0	0	0	0	0	0
<b>Total</b>						<b>53</b>

**Intake Total:**

# Library Board of Trustees Meeting



## Members Present

Judy Ashbrook	Karen Davis
Susan Breeding	Kim Fife
Bob Breimann	

## Members Absent

Ann Monk
Sherry Lyttle Sharon Sargent
Sharon Van Dyke

Chair Karen Davis called the meeting to order 19 September 2023 at 5:05 pm.

Motion to approve agenda made by Kim Fife and seconded by Bob Breimann; motion approved.

**Minutes:** Kim made and Bob seconded a motion to approve the August minutes as distributed; motion passed.

**Financial:** Susan Breeding made and Kim seconded a motion to approve the bills; motion passed.

**Staff Reports:** Kelly reviewed the staff & director's reports,

### **Old Business:**

**New Business:** Bob made and Judy Ashbrook seconded a motion to hire part time substitute; motion passed.

The board reviewed the Strategic Plan without change.

### **Review & Summary:**

Next meeting: 17 October 2023, **Honaker Community Library**

Kim made and Judy seconded a motion to adjourn; motion passed.

Respectfully submitted, Kelly McBride Delph



## Litter/Code Enforcement Report

Date- 11/06/2023

	<u>Name</u>	<u>Address</u>	<u>1<sup>st</sup> Visit</u>	<u>Notes</u>
1.	Gene Couch	Walnut Hills/Memorial Dr Castlewood/ Four Lane.	3/31/2022 10/10/23	EPA Warning <b>Complied</b>
2.		166 Dante Rd.	3/31/2022	<b>Unfounded</b>
3.	Eric Vance	640 Clark's Valley Rd.	3/31/2022	Cleaned <b>Complied</b>
4.		1246 Buffalo Rd Castlewood	3/31/2022	Dump on right of way/ <u>Camera set</u>  <b>Camera pulled</b> , no further activity.
5.	Barbara Jones (tenant)	3933 Swords Creek Rd. Gomez Apartments	3/31/2022	Certified Letter <b>Complied</b>
6.		475 Arrowhead Circle	3/29/2022	Cleared <b>Complied</b>
7.	Benjamin Couch	10704 Redbud Hwy Honaker	4/5/2022	Certified Letter <b>Complied</b>
8.	Loraine Byrd	468 Simmons Town Rd. Raven	3/31/2022	Certified Letter work in progress <b>Summons issued</b>

- |     |                             |   |   |
|-----|-----------------------------|---|---|
| 9.  | Lisa Huffman                | 107 Love road<br>Lebanon                      | 3/29/2022 Certified Letter<br><br>Summons issued<br><br>10/15/2023 Complied   |
| 10. | Brian D. Wallace            | 215 Bostic Hollow Rd.<br>Swords Creek         | 3/31/2022 Complied<br>Complied  |
| 11. | Christy Honaker             | 75 Grand Haven Drive<br>Lebanon               | 4/1/2022 Complied<br>6/21/2022 Checked area<br>In violation.<br>7/30/2022 Certified Letter<br>9/14/2022 Complied  |
| 12. | Tiller Residence<br>brother | 84 Hill Top Rd.<br><br>Dante                  | 4/15/2022 spoke with<br><br>10/10/23 Complied<br>7/18/2022 Hand Delivered<br>Letter<br>8/30/2022 Rechecked, more<br>progress.<br>11/10/2022 Warning.<br>Summons to be issued<br>12/1/2022 of no compliance. |
| 13. | Jackie Meade<br>required    | 2620 Campbell Hollow Road<br><br>Honaker, Va. | 4/18/2022 Follow up<br><br>6/21/2022 Complied   |
| 14. | Beverly Woods<br>required   | 151 Straight Hollow Road<br><br>Dante         | 6/4/2022 Follow Up<br>276-395-1089  |

(Elderly widow. Working on getting assistance.)

7/24/2022 Certified Letter  
10/10/2023 ¾ clean

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|-----|---|----------------------------------|-----------|--|
| 15. | Fred Rife   | 174 Straight Hollow Rd.<br>Dante | 4/22/2022 | Certified Letter<br><b>Complied</b>                                      |
| 16. | ordinance   | 278 Sugar Run road<br>Raven      | 5/13/2022 | Copy of<br>left in door facing<br>No contact made                        |
|     |   |                                  | 8/26/2022 | <b>Complied</b>  |
| 17. | Ordinance   | 331 Sugar Run Road<br>Raven      | 5/13/2022 | Copy of<br>left in door facing.<br>No contact made                       |
| 18. | Appliance repair Business Dante Road  |                                  | 5/14/2022 | Copy of ordinance<br>left at business.                                   |
|     |   |                                  | 7/21/2022 | <b>Complied</b>  |
| 19. | Trailer Rt. 67<br>left  | Raven                            | 5/20/2022 | Copy of Code   |
|     |   |                                  | 5/21/2022 | <b>Complied</b>  |
| 20. | Burrell Ray's Property<br>Code given  | Cleveland                        | 6/3/2022  | Copy of  |
|     |   |                                  | 7/26/2022 | <b>Complied</b>  |
| 21. | 8122 Swords Ck. Rd.<br>given  | Swords Creek                     | 6/3/2022  | Copy of Code   |
|     |   |                                  | 6/9/2022  | <b>Complied</b>  |
| 22. | 2094 Pioneer Drive  | Lebanon                          | 6/15/2022 | Copy of Code left in<br>Door<br><b>Certified letter<br/>Not Accepted</b> |
| 23. | Complaint of subjects operating trash collection business in County. Spoke with Brian. Subjects have made plans to obtain permit. 6/23/22 <b>Permit obtained.</b> |                                  |           |  |

24.	79 Ratliff Lane	Belfast (vacant lot)	6/20/2022	Researching Owner <u>Certified letter</u> <u>Not accepted</u>
25.	360 Carbo Road	Cleveland area	6/21/2022	(Complainant of subjects throwing several garbage bags out near residence. Complainant picked up and hauled trash off. Complainant found one items with name and address. Investigating. 7/20/2022 <b>Suspects residence found. Moved to Ohio. Area Cleaned.</b> )
26.	Big A Mountain.	Tires dumped On strip job	6/21/2022 8/30/2022	Investigating No evidence
27.	Cedar Creek	Lebanon (trash behind camper)	6/21/2022 7/28/2022 9/20/2022 11/10/2022	Investigating <b>Copy of Letter Given</b> <b>Warned</b> <b>½ complied</b>
28.	Brick House Mew Rd.	Castlewood	6/22/2022 7/28/2022	Copy of Code left <b>Complied</b>
29.	292 Upper Bear Wallow Rd.	Dante	6/22/2022 8/29/2022	Copy of Code Left in door <b>Complied</b>
30.	Rt. 65 beside John Puckett's Home	Castlewood	6/22/2022 7/26/2022	Investigating. Nothing found
31.	860 Clifton Farms Road	Belfast	6/22/2022 8/29/2022	Investigating <b>Complied</b>
32.	1959 Pioneer Drive	Lebanon	6/29/2022 6/29/2022 7/11/2022	Copy of Code left Spoke with owner Via phone. <b>Complied</b>

33.	115 Sycamore Lane (Honey Branch)		6/7/2022 6/9/2022	Spoke with tenant <b>Complied</b>
34.	Goss Trailer Park (Jimmy Little trailer)		6/7/2022 7/28/2022	Spoke with subject Via phone Progress
	Rechecked property on 8/30/2022. Worse shape than when first spoke with Mr. Little.			
			8/30/2022 11/06/2023	<b>Summons</b> <b>90% clean</b>
35.	Goss Trailer Park. 4 <sup>th</sup> trailer on Right.		6/27/2022 7/28/2022	Left copy of code in Door. <b>Complied</b>
36.	1959 Pioneer Drive	Lebanon	6/27/2022	Copy of code left in Door.
37.	1920 Big Cedar Creek Rd.	Lebanon	7/4/2022 6/27/2022	<b>Complied</b> Copy of code left
38.	253 Frosty Road	Castlewood	7/5/2022 7/26/2022 10/10/23	Copy of Code left Progress <b>Complied</b>
39.	Ridge St. (McInturff)	Castlewood	7/5/2022	Bank Owned/Code with tenant.
	Outside of home has been cleaned. Subjects are supposedly moving. Subjects have moved, empty house. Bank left notices on door.			<b>Recheck on 9/2/2022</b> 10/10/23 <b>Outside clean</b>
40.	307 Mew Road	Castlewood	7/5/2022 11/10/2022	Copy of Code left <b>Certified letter to</b> <b>Be mailed</b> <b>Complied</b>
41.	4982 Mew Road	Castlewood	7/7/2022 8/30/2022	Copy of Code left <b>Complied</b>
43.	583 Mew Road	Castlewood	7/11/2022 8/30/2022	Copy of code left <b>Complied</b>

42. 284 Lower Bear Wallow Rd. code left	Dante	7/11/2022	Copy of
		7/13/2022	Complied
		10/03/2022	New complaint,
43. 1559 Straight Hollow Rd.	Dante	7/18/2022	Copy of letter left
		8/30/2022	Complied
44. 342 Straight Hollow Rd.	Dante	7/18/2022	Copy of letter left
		8/30/2022	Complied
45. 243 Red Oak Ridge Rd.	Castlewood	7/18/2022	Copy of letter left
			Owner incarcerated.
46. 4442 Red Oak Ridge Rd. (Vacant)	Castlewood	7/19/2022	Copy of letter left
		7/24/22	Certified Letter
47. 4478 Red Oak Ridge Rd.	Castlewood	7/19/2022	(Vacant)
		7/28/2022	Certified Letter
48. 20 Crooked Branch Rd.	Castlewood	7/19/2022	(Vacant)
			Complied
49. 32 Crooked Branch Rd.	Castlewood	7/19/2022	(Vacant)
		7/28/2022	Certified Letter

50. John Simms Road, Trash site. (Lease is up). Trash is still being dumped at site. 2 cameras deployed. On 8/15/22. Site cleaned twice. 5 House holds told to go pick up Trash from site. Chain and locked gate. Lock cut off and chain stolen. Surveillance cameras has provided some information about other subjects dumping at the site. Investigating those now. Gate was also torn from hinges. Gate fixed and tied back in place. Letter being mailed certified to Landowner advising of his responsibility to secure gate. Working site for another week. Gate tied back up and tied with wire. Signs placed in two places in plain sight. Checked cameras and put gate back up. Certified letter mailed to owner of property stating He was responsible for the property. More homes visited and trash picked up. Officer Brooks has spent the biggest part of a month trying to patrol and have the property cleaned only to see gate taken off hinges again. Following up on wild goose chases trying to locate people by way of addresses found in trash. Called and left message on phone, advising I would assist in cleaning the property. Certified letter was returned unaccepted. Visited Preston Breedings residence to speak to landowner about Finney Site, Noone home. Owner left word with Bridgett that he will take care of issue.

51.	933 J. Frank Taylor Subdivision	Belfast		7/26/2022	Letter given to occupant
				8/30/2022	Progress
				9/22/2022	Complied
52.	584 Lower Bear Wallow	Dante		7/26/2022	roofing materials Spoke to owner
				8/30/2022	Complied
53.	607 Lower Bear Wallow	Dante		7/26/2022	Trash behind house Spoke to resident
				8/30/2022	Complied
54.	Burtens Ford	Castlewood		8/15/2022	
	Trash dumped on property. Address and name of suspect located. Spoke with suspect who advised she will pick up trash. Would not admit to dumping. Blamed it on others Who cannot be located. Trash will be picked up or Suspect will be charged with littering. 9/2/2022 Trash was picked up by subject from home of suspect. Noone would admit to dumping so no charges have been placed.				
55.	1663 Straight Hollow Road.	Dante		7/26/2022	Trash piled beside road
					Letter given to occupant
				8/30/2022	Complied
56.	17 Culbertson Lane	Dickensonville		7/26/2022	Letter left in door. (Vacant.)
				8/30/2022	Complied
57.	5777 Mew Road	Castlewood		7/18/2022	Brush, tires, trash Letter left with owner
				8/30/2022	Complied
58.	Dante Road (Near Moorefield Bottom) Trash bags fell from vehicle. Found subject in Lower Straight Hollow. Bags were picked up. Didn't know they fell from truck.				
59.	4187 Back Valley Road	Cleveland		11/03/2022	trash, tires

			2/24/2023	Letter left with owner.
			10/10/23	Some Progress 90% clean
60.	171 Second St. Moorfield Bottom		11/03/2022	Trash around trailer
			11/15/2022	Complied
61.	6115 Drill Road Honaker		11/03/2022	Trash around residence and in creek.
			11/15/2022	Complied.
62.	4687 Drill Road Honaker		11/03/2022	Trash near creek
			11/25/2022	Complied
63.	16946 West Hills Dr. Castlewood		11/09/2022	No violation. Working On vehicle. Cleaned.
64.	Trailer on left across from 1622 Banner St. Castlewood.		11/09/2022	Trash/pallets no Contact made. Letter left in door. 3/1/2023
			3/1/2023	Contact made
			10/10/23	Complied
65.	1835 Big Cedar Creek Lebanon		11/09/2022	Large amount of Trash. Letter left with owner.
			2/24/2023	Progress being made
			10/10/23	Complied
66.	Cedar Cliff Road Honaker		11/28/2022	Dump site. No Information found in trash. Deer carcasses building materials. Camera set.
67.	Spring City Road Lebanon		12/29/2021	Trash Letter Hand Delivered 2/24/2023
				Progress being made.
68.	Moorefield Bottom Dante Road		2/27/2023	Phone Call, complaint Of Tackett Subject with trash around camper.



			3/2/2023	Subject Moved, area Cleaned/Complied
69.	Kents Ridge Road	Swords Creek	2/7/14	Trash on private Property. No names etc Found in trash. Sign Posted. Landowner Advised.
70.	Clarks Valley Road.	Swords Creek	2/7/2023	Trash around home And creek.
71.	Cont.- Contacted owner of property/not tenant. Advised property would be cleaned.			
72.	Swords Creek, across creek from Elementary school. No address visible. 3/7/2023 Letter posted on door. 10/10/23 Complied			
73.	594 Blanche Davis Road.	Castlewood.	2/21/2023	Call came from Commonwealth's Atty. Office. Subject complaining of Cow manure and other items washing onto his property from adjoining land from past rain. Adjoining land has been overgrazed leaving little vegetation. Advised caller that it's a civil issue. Notified Commonwealth's Attorney same. Advised Civil matter. Also advised CWA
74.	Hurt's Motors	Honaker	8/14/23	Gave copy of ordinance to Owner
			10/10/23	Owner advised contacted Subject to come pick up RV
75.	193 Heritage Drive	Honaker	10/10/23	Progress 50% clean
76.	Upper Straight Hollow Rd.	Dante	10/10/23	Trash. Vehicle broke down
			10/06/23	Complied
77.	417 River Road	St. Paul area	10/10/23	Left copy of ordinance
			11/06/23	Revisited. No progress 4 Trailers.
78.	Vance residence	Swords Creek	10/10/23	Left copy of ordinance in Door.
79.	507 Upper Bear Wallow	Dante	10/10/23	Drain pipe in yard Certified letter sent.
80.	1277 Saw Mill Hollow Rd.	Dante	10/06/23	Copy of ordinance left in Door.
81.	Gravel lick Road/Wilder		10/10/23	Trash on side of road. Name
			11/06/23	Located owner in Dickenson County. Suspect Names. Investigation.