FLUVANNA COUNTY BOARD OF SUPERVISORS

WORK SESSION AND REGULAR MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

October 19, 2016

4:00 PM (Courthouse)

7:00 PM (Courthouse)

TAB	AGENDA ITEMS
A – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
B – WORK SESSION	
	Energy Savings Contract Review
	Business License Fee Impacts
	Ordinances, Policies, Procedures for Public Utilities and Economic Development
	Organizational Structure Options for Public Utilities
5:30 pm RECESS for COOPERATIVE EXTENSION DINNER BREAK	
RECONVENE @ 7:00pm	
1 – CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE	
2 – ADOPTION OF AGENDA	
SPECIAL ACTION ITEM AND PRESENTATION	
E	Community Service Award Resolution Recognizing Deborah Johnson – Steve Nichols, County Administrator
	Presentation of Community Service Award Resolution
3 – COUNTY ADMINISTRATOR'S REPORT	
4 – BOARD OF SUPERVISORS' UPDATES	
5 – PUBLIC COMMENTS #1 (5 minutes each)	
6 – PUBLIC HEARING	
F	SUP 16:10 NCT Tower at VFW Site—James Newman, Planner
G	SUP 16:09 Coronal Development Services—Brad Robinson, Senior Planner
H	ZMP 16:05 Fluvanna Self Storage—Brad Robinson, Senior Planner
7 – ACTION MATTERS	
I	Appointment/Reappointment to the Board of Building Code Appeals— Steve Nichols, County Administrator
J	Resolution Supporting Cigarette Taxation Equality—Steven M. Nichols, County Administrator
K	Assessment and Collection of Reasonable Charges, Related to Virginia Freedom of Information Act Requests — Kelly Harris, Clerk to the Board / FOIA Officer and Fred Payne, County Attorney
L	E911 Radio Project: Dominion Bremo Lease—Cheryl Elliott, Emergency Services Coordinator
M	$8,250,000 Equipment Lease Purchase Financing Resolution—Eric Dahl, Deputy County Administrator / Finance Director

Fluvanna County…The heart of central Virginia and your gateway to the future!

For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.

Mc	Advertisement of the Proposed Fluvanna County Code Update Relating to a License Fee For Businesses, Professions and Occupations – Steve Nichols, County Administrator
N	FY16-17 Carryover and Capital Project Requests—Marty Brookhart, Management Analyst

8 – PRESENTATIONS (normally not to exceed 10 minutes each)

None

9 – CONSENT AGENDA

O	Minutes of Special Meeting, September 21, 2016 – Elected Officials Breakfast—Kelly Belanger Harris, Clerk to the Board
P	Accounts Payable Report, September 2017—Eric Dahl, Deputy County Administrator / Finance Director
Q	FY17 1st Quarter Voluntary Contributions—Martin Brookhart, Management Analyst
R	Assistant Commonwealth Attorney's Hiring Salary—Gail Parrish, Human Resources Manager
S	Approval of Open Space Contract for the Mozell H. Booker Living Trust—Andrew M. Sheridan, Commissioner of the Revenue
T	Fluvanna Fire Flat-Bed Brush Truck Build Agreement—Cyndi Toler, Purchasing Officer
U	Proclaim October Domestic Violence Awareness Month—Steven M. Nichols, County Administrator

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN

County Administrator Review

****

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

****

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.

2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.

3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.

4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
   - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
   - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
   - Speakers should approach the lectern so they may be visible and audible to the Board.
   - Each speaker should clearly state his/her name and address.
   - All comments should be directed to the Board.
   - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
   - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
   - Speakers with questions are encouraged to call County staff prior to the public hearing.
   - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
   - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
   - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
   - Further public comment after the public hearing has been closed generally will not be permitted.

COUNTY OF FLUVANNA

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2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

A1 - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.

A2 - Perform Process Improvement Review of Planning and Zoning Processes.

A3 - Perform Process Improvement Review of Building Inspection Processes.

A4 - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.

A5 - Update, format, and improve web-accessibility of all County Personnel Policies.

A6 - Create Fluvanna County Data Website Dashboard with key metrics.

A7 - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.

A8 - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

B1 - Create a Community Impact Awards Program.

B2 - Hold an Elected Official Breakfast for our State Representatives in Spring 2016

B3 - Collect and analyze the results of the local Business Climate Survey.

B4 - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"

B5 - Create a local Business Support Action Plan.

B6 - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.

B7 - Expand County Website to receive, answer, and post questions from residents.

B8 - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.

B9 - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

C1 - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.

C2 - Create a County-wide overlay map showing utilities and other key features that support business growth and development.

C3 - Investigate all options for GIS system delivery and management to support needs of all County departments.

C4 - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.

C5 - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

C6 - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.

C7 - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.

C8 - Successfully oversee and manage the County's E911 Emergency Communications System Project.

C9 - Proceed with the Pleasant Grove Farm Museum design.

C10 - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

D1 - Create EDTAC - Economic Development and Tourism Advisory Council.

D2 - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.

D3 - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.

D4 - Create separate Tourism and Business information pages for the County website.

D5 - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.

D6 - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.

D7 - Create a "New Residents Guide" package for distribution to local Real Estate agents.

D8 - Develop a “This is Fluvanna County” video message to be shared with county citizens and businesses as well as use with county economic development initiatives.

D9 - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.

D10 - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).

D11 - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

E1 - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.

E2 - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.

E3 - Update, format, and improve web-accessibility of all County Financial Policies.

E4 - Review, update, and approve new Fluvanna County Proffer Guidelines.

E5 - Reduce the County’s reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.

E6 - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

TAB E

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	Oct 19, 2016				
AGENDA TITLE:	Community Service Award Resolution Honoring Deborah Thomas Johnson				
MOTION(s):	**I move the Fluvanna County Board of Supervisors adopt the resolution entitled "Community Service "Community Service Award Resolution Honoring Deborah Thomas Johnson."**				
STRATEGIC INITIATIVE?	Yes: XX	No:	**If yes, list initiative(s):**	B1	
AGENDA CATEGORY:	Public Hearing:	Action Matter:	Presentation:	Consent Agenda: **XX**	Other:
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	From the nomination form: "(Mrs. Johnson) was nominated for the Community Service Award for her Civic Responsibility, Community Leadership, Community Spirit, and Volunteer Services. Deborah was appointed to the FDSS board and her eyes were opened to the needs of the county. She was already a community leader as a missionary in her church, but her activities were greatly expanded. Deborah is constantly visiting the elderly and observing the needs in her community. No matter what the need maybe; such as, house repairs, furniture, clothes, and other essential objects to improve the quality of life of individuals. The majority of the time, she gets those needs taken care of. She has the ability to solicit others to help her get it done. She has learned to utilize other agencies to help her. Mrs. Johnson recognized that there was a need in the county to train care givers of the elderly, sick or disabled. She set up a class with an RN in the Divinely Inspired Nursing Instruction Program. Not only did individual care givers received the training, but also received a credential to assist them in getting a caregiver's job. Her next class trained individuals to perform CPR.				
FISCAL IMPACT:	None.				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal:	Finance:	Purchasing:	HR:	Other:

BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 29-2016

COMMUNITY SERVICE AWARD RESOLUTION HONORING DEBORAH THOMAS JOHNSON

WHEREAS, Deborah Thomas Johnson's leadership and service to Fluvanna County is both admirable and worthy of esteem; and

WHEREAS, Mrs. Johnson serves as a member of the Fluvanna County Social Services Board, and she unfailingly attends meetings and makes significant contributions in all the organizations in which she is involved; and

WHEREAS, she has demonstrated Civic Responsibility by observing the needs of the community and becoming involved in County activities that address the needs of some of the most vulnerable of County citizens, including frequent visits to the elderly; and

WHEREAS, Mrs. Johnson provided Community Leadership by recognizing the needs of her community to provide better training for those who care for the sick, disabled, and elderly, and actively sought ways to help by creating opportunities for training and education; and

WHEREAS, Mrs. Johnson set up a class with an RN in the Divinely Inspired Nursing Instruction Program in which did individual care givers received the training, and Mrs. Johnson also received a credential to assist individual's in getting a caregiver jobs, and

WHEREAS, she has stimulated Community Spirit by inspiring others to volunteer and to collaborate to effect positive change; and

WHEREAS, Mrs. Johnson still finds time to be available to her family and to serve as a missionary in her church and;

NOW, THEREFORE BE IT RESOLVED, on this 19th day of October, 2016, that the Fluvanna County Board of Supervisors hereby recognizes the significant community service contributions of Mrs. Deborah Thomas Johnson; and

BE IT FURTHER RESOLVED, that the Fluvanna County honors Mrs. Johnson's Civic Responsibility, Community Leadership, Community Spirit, and Volunteer Service.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 19th day of October, 2016, on a motion by Mrs. Booker, seconded by Mr. Weaver, and by the following vote:

AYES: Booker, Eager, O'Brien, Sheridan, Weaver NAYS: None ABSENT: None.

_____
John M. Sheridan, Chair
Fluvanna County Board of Supervisors

TAB F

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016				
AGENDA TITLE:	NCT Tower at VFW Site				
MOTION(s):	**I move that the Board of Supervisors [*approve/deny/defer*] Special Use Permit 16:10, a request to amend Special Use Permit 11:03, with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10 [*if approved*] subject to the thirteen (13) conditions listed in the staff report.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**	C8	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	James Newman, Planner; Cheryl Elliott, Emergency Services Coordinator				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	Approval				
TIMING:	Immediate.				
DISCUSSION:	Request for a Special Use Permit to amend Special Use Permit 11:03, with regards to a 250' tall self-support lattice tower for telecommunication and emergency services purposes, with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. The affected property is located on the north side of West River Road (U.S. Route 6), approximately 0.4 miles east of its intersection with Beals Lane (Route 645). The property is located in the Cunningham Election District and is within the Rural Residential Planning Area.				
FISCAL IMPACT:	NCT is building a 250' tower in exchange for $18,000/year lease, saving the county the capital outlay of $375,000.				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	Board **approved** the NCT Tower Site Agreement for VFW Site lease 5-0 on Sept.7, 2016				
ENCLOSURES:	Staff Report and associated attachments				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 16:10
Tax Map: Tax Map 47, Section A, Parcel 10

From: James Newman
District: Cunningham
Date: October 19, 2016

General Information: This request is to be heard by the Board of Supervisors on Wednesday, October 19, 2016 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

Owner/Applicant: National Communication Towers

Representative: Jamie Adams of National Communication Towers; Cheryl Elliott, Fluvanna County Emergency Services Coordinator

Requested Action: Request for a Special Use Permit to amend Special Use Permit 11:03, with regards to a 250' tall self-support lattice tower for telecommunication and emergency services purposes, with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. (Attachment A)

Location: The affected property is located on the north side of West River Road (U.S. Route 6),approximately 0.4 miles east of its intersection with Beals Lane (Route 645). The property is located in the Cunningham Election District and is within the Rural Residential Planning Area. (Attachment B)

Existing Zoning: A-1, Agricultural General

Existing Land Use: Veterans of Foreign Wars Post 8169 is located on this property

Planning Area: Rural Residential Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1

Zoning History: Planning Commission recommended approval (4-0-1) at their September 28, 2016 meeting

Previous SUP 11:03, approved 6-0-0 by Planning Commission November 14, 2011, subject to 14 conditions. Same SUP approved 5-0-0 by Board of Supervisors December 21, 2011, subject to 14 conditions.

This is a request to amend previous SUP 11:03. The use of a tower at this site was approved; this SUP makes changes to the height and style of the tower, as well as changes to the conditions.

Previous SUP 11:03

This was a request for a special use permit to construct a 195'tall monopole telecommunications facility and associated ground equipment with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. Approved 6-0-0 by Planning Commission November 14, 2011, subject to 14 conditions. Approved 5-0-0 by Board of Supervisors December 21, 2011, subject to 14 conditions.

The previous SUP was for a 195' tall monopole telecommunications facility and associated ground equipment. This SUP application (16:10) modifies the height of the tower to be 250' tall (not including lighting, lightning rods, and other ancillary structures), and changes from a monopole to a self-support lattice tower. This tower will be used for commercial purposes, but also has space for County Emergency Services (EMS) radio apparatus.

(Attachment C)

Previous SUP 11:03 Conditions

From the Board of Supervisors staff report, dated December 21 , 2011:

"*This request for a special use permit for a 195 ft. monopole telecommunication facility appears to be in substantial conformance with the intent of the Comprehensive Plan's recognition that telecommunications are a critical part of the role of infrastructure throughout the county, and the criteria set forth in the Zoning Ordinance. The Board of Supervisors may wish to consider the potential for visual impacts to the Route 6 Virginia Byway, and to nearby properties. Given the proximity of the proposed facility to the Byway, the Board may also wish to consider requiring a concealed facility instead of the proposed non-concealed facility. If approved, staff recommends the following conditions*:

1) The tower, including antennae, will not be higher than 199 ft. and will not be lit;
2) The applicant secures all necessary permits required, and submits structural design and certification by a Virginia Registered Professional Engineer that the proposed facility, as built, will comply with EIA/TIA 222-G for the wind zone for Fluvanna County; Virginia;
3) Prior to issuance of building permits the applicant shall submit satisfactory SHPO and NEPA documentation;
4) The applicant shall secure the necessary permits required by Fluvanna County and VDOT;
5) ~~The applicant provides written approval of County Public Safety antennas and feed lines use of the tower at the highest designed elevation. Space for ground level electronic equipment shall be provided~~; The revised condition is as follows: *The applicant shall provide space on the TASF for the County's Public Safety antennas and feed lines at the highest designed elevation. Space for ground level electronic equipment shall also be provided;*
6) The facility when completed shall be accessible only to authorized personnel;

7) The tower shall be a monopole, and shall be engineered with breakpoint technology;
8) The facility shall install the necessary landscaping buffer;
9) The applicant shall install an emergency generator to ensure continuity of telecommunications operations in the event of a disaster or major power outage; and provisions for such generators shall include additional special treatments; for diesel, a fuel retaining area for propane, ignition separation requirements; and that generator testing shall occur only between 9 AM and 4 PM Monday through Friday; and the same shall be noted on the site development plan;
10) If the structures should no longer be needed, the applicant shall remove them, and restore the grounds to the prior condition;
11) The support structure is to be sufficient to support antennas of a like design for at least six (6) wireless service providers;
12) The tower shall be in the same location as shown in the application;
13) Violation of any condition of this permit shall be grounds for revocation of this permit, and;
14) The Board of Supervisors, or their representative, has the right to inspect the property for compliance with these conditions at any time."

Comprehensive Plan:

Land Use Chapter:
The Comprehensive Plan designates this property as within the Rural Residential Planning Area. According to this chapter:

"*Rural residential areas are linked to the rural cluster community element and general surround the six community planning areas. Rural residential areas conserve open space by clustering development or developing on larger lots. Projects should achieve the goal of preserving as much open space, and thus rural character, as possible. The open space should be strategically located to preserve viewsheds from roads and existing developments, and to be used by the residents of the planned community."*

At the proposed location, only the tower will be seen, as both proposed tree landscaping/screening and the natural landscape of the site will block any view of the support buildings from the road.

Infrastructure:
Goal 5: *To facilitate the deployment of comprehensive communications networks that ensures the reliability of the public safety, wireless, and broadband services.*

According to the applicant, National Communication Towers LLC will host Fluvanna County Public Safety radio apparatus on the proposed tower. This will be a privately owned tower with commercial service providers in addition to County EMS radio apparatus.

Analysis:

This is a special use permit application to amend SUP 11:03, to allow for the construction of a 250' tall self-support Class III communications tower. Fluvanna County's Emergency Services

Department views this special use permit in a favorable light, as it will allow for wider, more stable EMS coverage within the county. The tower is designed with breakpoint technology that allows for a controlled collapse in case of a catastrophic event, so that adjacent properties are not harmed.

(Attachment D)

First, the proposed use should not tend to change the character and established pattern of the area or community.

The proposed use of a tower on this site was approved in 2011 by the Board of Supervisors. This particular location, located back from the roads and placed in the woods, will block the view of the support facilities at the base of the tower through the combined concealment of landscaping and terrain. This is a low intensity use, and the surrounding area features a mix of residential and agricultural uses. This use was already approved for this site; the changes that this SUP applies to the former SUP are changes in the height and style of the tower, as well as changes to some of the previous conditions.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

This use was already approved for this site; the changes that this SUP applies to the former SUP are changes in the height and style of the tower, as well as changes to some of the previous conditions. The proposed tower location will be such that support facilities cannot be seen from the road due to natural terrain and made-made landscaping.

Neighborhood Meeting:

There were zero (0) attendees at the September 14, 2016 neighborhood meeting.

Technical Review Committee:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, September 8, 2016:

1. Planning staff wanted to know if a new gravel access road would be constructed. Applicant answered in the affirmative, but that they foresee no VDOT or right of way access issues.

   Applicant also clarified that this SUP modifies previous SUP 11:03 to change tower structure height from 190’ to 250’, and changing style to a lattice tower. This is not a County owned tower; the County is merely leasing space.

2. Fire Chief wanted to verify if any side lighting would be placed on the tower. Applicant stated yes, lights would be white during day, and red at night.

3. VDOT has reviewed the preliminary plans for "VFW SCOTTSVILLE 254' TOWER SITE PLAN" prepared by JMT, and VDOT does not have any objections to using the existing entrance to the VFW Post 8169 property (TMP 47-A-10) located on Rte. 6 (2977 West River Road). After construction of this project is complete, the cell tower site will generate very low volumes of traffic on an intermittent basis.---Comments received by Staff via email Sept. 23, 2016

4. Health Department: VFW should make sure the tower area does not impact the drainfield area, if they have one.

The full list of Technical Review Committee comments is attached to this staff report

(Attachment E)

Planning Commission

The Planning Commission recommended approval (4-0-1) at their September 28, 2016 meeting. Commissioner Lagomarsino was absent. There were no public comments for this item.

Conclusion:

The Board of Supervisors should consider changes to the height and style of the tower, as well as changes to the conditions.

Recommended Conditions

If approved, Staff recommends the following conditions:

1) The tower structure shall not exceed 250 feet. This does not include antennae, lighting, lightning rods, and other ancillary equipment, subject to FAA regulations.
2) The applicant secures all necessary permits required, and submits structural design and certification by a Virginia Registered Professional Engineer that the proposed facility, as built, will comply with EIA/TIA 222-G for the wind zone for Fluvanna County; Virginia;
3) Prior to issuance of building permits the applicant shall submit satisfactory SHPO and NEPA documentation;
4) The applicant shall secure the necessary permits required by Fluvanna County and VDOT;
5) The applicant shall provide space on the TASF for the County's Public Safety antennas and feed lines at the designed elevations. Space for ground level electronic equipment shall also be provided;
6) The facility when completed shall be accessible only to authorized personnel;
7) The tower shall be a self-support lattice Class III tower;
8) The facility shall install the necessary landscaping buffer;
9) If the structures should no longer be needed, the applicant shall remove them, and restore the grounds to the prior condition;

10) The support structure is to be sufficient to support antennas of a like design for at least six (6) wireless service providers;
11) The tower shall be in the same location as shown in the application;
12) Violation of any condition of this permit shall be grounds for revocation of this permit, and;
13) The Board of Supervisors, or their representative, has the right to inspect the property for compliance with these conditions at any time.

Suggested Motion:

I move that the Board of Supervisors [approve/deny/defer] Special Use Permit 16:10, a request to amend Special Use Permit 11:03, with respect 3.5 acres of Tax Map 47, Section A, Parcel 10, [if approved] subject to the thirteen (13) conditions listed in the staff report.

Attachments:

A – Application and Memo
B – Aerial Map and zoning
C – SUP 11:03 Planning Commission Complete Staff Report
D – Site Plan
E – TRC Comment Letter

Cc: File

Attachment A

Received
SEP 02 2016
Fluvanna County

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Owner of Record: V.F.W. Post 8169
E911 Address: 2977 W. River ROAD Scottsville VA 24591
Phone: 434-591-0769 Fax:
Email: Ohnomgbill@embarqmail.com

Representative: N.C.T. Jamie Adams
E911 Address: 5413 Patterson Ave. Suite 101 Richmond, VA 23226
Phone: 804-652-7544 Fax: 804-673-4242
Email: jadams@nationaltowers.com

Applicant of Record: National Communication Towers
E911 Address: 5413 Patterson Ave. Suite 101 Richmond VA 23226
Phone: 804-673-8800 Fax: 804-673-4242
Email:

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? (•) No ( ) Yes
If Yes, what district:

Tax Map and Parcel(s): 47-A-16
Deed Book Reference:
Acreage: 3.5 **Zoning:** A-1
Deed Restrictions? (•) No ( ) Yes (Attach copy)

Request for a SUP in order to: construct a telecommunication tower Proposed use of Property: Telecommunication Tower

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 8/31/16 Signature of Owner/Applicant: William Hughes

Subscribed and sworn to before me this 31 day of August, 2016

Notary Public: Amy-Jo Helfrich Register # 7509817

My commission expires: 10/31/2020

AMY-JO HELFRICH NOTARY PUBLIC REG. #7509817 MY COMMISSION EXPIRES 10/31/2020 COMMONWEALTH OF VIRGINIA

Certification: Date: 8/31/2016

Zoning Administrator: J. Brumar

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received:	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: SUP 16 : 10
$800.00 fee plus mailing costs paid:		Mailing Costs: $20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: $400.00 fee plus mailing costs paid:			
Telecommunications Tower $1,500.00 fee plus mailing costs paid:		$5,500 w/Consultant Review paid:	
Election District: Cunningham		Planning Area: Rural Residential	

Public Hearings	
Planning Commission	**Board of Supervisors**
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing
Decision:	Decision:

Received
BOS2016-10-19 p 20/564
SEP 0 2 2016
Fluvanna County

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

Wireless Communication to include a 254' lattice tower, contained with in a 80' x 90' fenced enclosure. The tower will be designed to accomodate 6 carriers. The existing VFW Hall will not be expanded or utilized for the purpose of this Special Use Permit request.

NECESSITY OF USE: Describe the reason for the requested change.

To provide wireless services along the Rt. 6 corridor and County E-911 service

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

The tower will be a lattice design and the existing trees will be maintained to screen the view of the compound from adjoining properties.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

The FACility will provide wireless phone coverage, data transmissions, internet services and county E-911 service.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

Please see Attached site plan

Attachment A

NCT
NATIONAL COMMUNICATION TOWERS

September 19, 2016

Cheryl J. Elliott
Emergency Services Coordinator
Fluvanna County
(540) 246.2732
Email: celliott@fluvannacounty.org

RE: VFW Tower FAA / FCC Compliance Statement

Dear Cheryl,

In regards to the tower known as VFW "Scottsville" ASR 1277628 located at 37° 47' 31.74" N / 78° 26' 44.94" W; NCT will comply with all FAA/FCC rules and regulations. As per previous correspondence the updated 7460-1 form has already been filed to revise the tower/appurtenance height to its current configuration.

Regards,

Stephen Gallagher
V.P. Construction

CC: Rick Edwards, CityScape Consultants – rick@cityscapegov.com

Attachment A

Received
SEP 0 7 2016
Fluvanna County

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	September 7, 2016				
AGENDA TITLE:	NCT Tower Site Agreement for VFW Site				
MOTION(s):	**I move the Board of Supervisors approve the "Tower Site Agreement for Communications Tower Located at VFW Scottsville Post #8169" between National Communications Towers (NCT) and Fluvanna County, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.** **I move to waive all County-assessed fees associated with the amended SUP and construction of the Communications Tower, located at VFW Scottsville, amounting to approximately $ 3,225.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**	C8	
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer; Jason Stewart, Zoning Administrator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	APPROVAL				
TIMING:	IMMEDIATE; Amended SUP will go to Planning Commission in September and to BOS October 19; therefore construction can begin on this site late October 2017, with completion ~March 2017.				

DISCUSSION:	With the construction of the new county-owned E911 radio project communications towers, only this VFW site of the six-site design will be co-located on a commercial tower, requiring an annual lease arrangement with the tower owner. Essentially, NCT is building a 250' tower in exchange for $18,000/year lease, saving the County the capital outlay of ~ $375,000.
	
	Here's the substance of the lease agreement:
	• NCT will build and own a 250' class III self-support lattice tower at the VFW site.
	• The County will lease a 24x32 ground space with antennas and two microwave dishes on the tower.
	  ○ $1,500/mo ($18,000 annually) for 25 years plus five five-year renewals (50 years initial term)
	  ○ A rent reduction of $250/mo for first two additional carriers
	  ○ County will pay for own utilities, including lighting expense.
	• County will purchase and install required FAA lighting for the tower.
	• County will expedite the amended SUP and waive normal fees:				

Attachment A

Received
SEP 0 2 2016
Fluvanna County

	There is a current SUP in place for a 195' tower at this location. During lease negotiations, we asked NCT to build a 250' tower instead of a 195' to facilitate the County's needs. (Originally we planned to add an extension to the 195' tower; makes more sense to build the tower at the height needed.) This lease agreement specifies that the County will amend this SUP to accommodate this request: Section 8(c): The original SUP 11:03 for this tower project approved a 195' monopole tower. The Parties agree to amend this SUP to allow for the ±250' self-supporting lattice tower, along with the FAA-approved lighting system, which shall be approved and amended in Tenant's sole discretion. Tenant will expedite this SUP amendment process and waive any normal fees to allow for the ±250' tower. The amended SUP shall remain in force until the Tower and Support Facility is dismantled by the current Landlord of record. The "normal" County-assessed fees associated with this project include: SUP fees & refundable sign deposit $ 890 Sketch Plans $ 150 Major Plans $ 1,100 E&S Plan Review ($250 each w/ $100 resubmit) $ 250 E&S Permit $ 550 Building Permits $ 285 $ 3,225 Note: NCT will still be assessed the $4,000 fee for CityScape since this site is not county-owned, and this fee is not part of the normal county-assessed fees.
FISCAL IMPACT:	$18,000 lease annually, with 3% increase; $12,000-18,000 one time cost for lighting equipment; ~$3,000/yr. utility costs/maintenance
POLICY IMPACT:	n/a
LEGISLATIVE HISTORY:	n/a
ENCLOSURES:	"Tower Site Agreement for Communications Tower Located at VFW Scottsville Post #8169"

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	**XX**	**XX**		

Attachment A

Memorandum

DATE: September 20, 2016

RE: Planning Commission APO Letter

TO: Jason Stewart

FROM: Stephanie Keuther

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the September 28, 2016 Planning Commission Meeting.

Attachment A

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

NOTICE OF PUBLIC HEARING

September 19, 2016

Name
Address, City, State
Tax Map 47 A 7

Re: Public Hearing on SUP 16:10

Dear Name,

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced item as noted below:

Purpose:	**Planning Commission Public Hearing**
Day/Date:	**Wednesday, September 28, 2016**
Time:	**7:00 PM**
Location:	**Fluvanna County Circuit Court Room, Palmyra, VA**

The applicant or applicant's representative will be present at the Planning Commission meeting for the special use permit request that is described as follows:

> **SUP 16:10 – VFW Telecom Tower–** A request for a Special Use Permit to amend previous Special Use Permit 11-03, with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. The proposed use regards constructing a self-support telecommunications lattice tower with a height of 250'. The property is located on West River Road (State Route 6), approximately .4 miles east of the intersection with Beals Lane (State Route 645). The parcel is zoned A-1 Agricultural, General. The parcel is within the Rural Residential Community Planning Area and the Cunningham Election District.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: http://fluvannacounty.org/government/pc/agendasactionsminutes. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434–591–1910.
Sincerely,

Jason Stewart
Planning and Zoning Administrator

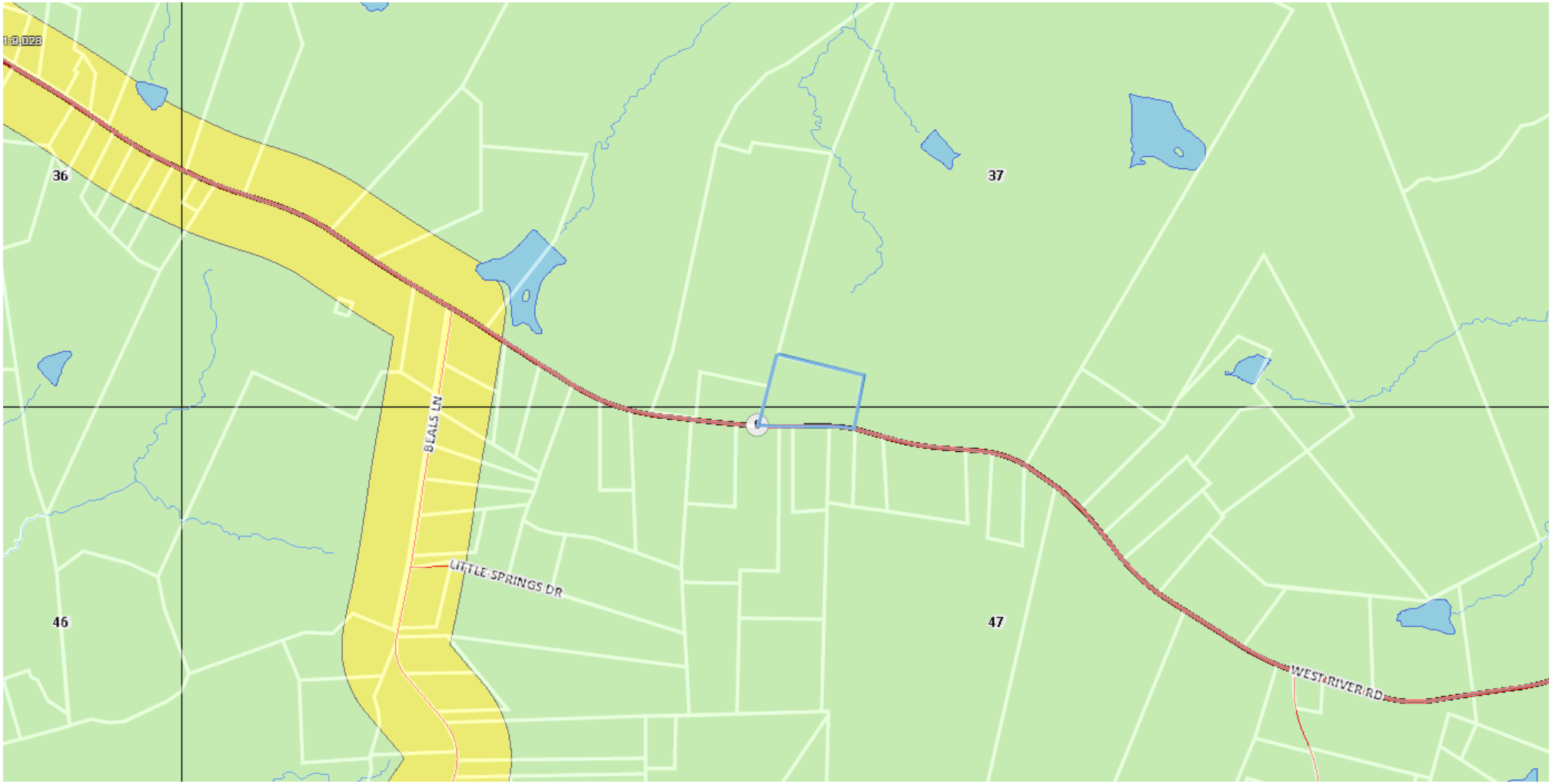
Attachment A

SUP 16 :10

TMP	NAME	ADDRESS	CITY, STATE	ZIP
37 A 32	Fox Memorial Baptist Church	2847 West River Rd	Scottsville, VA	24590
47 A 30	Charles & Tara Ford	3076 West River Rd	Scottsville, VA	24590
47 A 12 A	Carlton & Christina Hunt III	2994 West River Rd	Scottsville, VA	24590
47 A 9	Richard & Lillie Hill	211 Capstone Circle	Scottsville, VA	24590
47 A 29	Larry & Lisa Easton	P.O Box 218	Scottsville, VA	24590
47 A 6	Reid & Norma Taylor	2978 West River Rd	Scottsville, VA	24590
37 A 34	J.D. & Nancy T. Catlett	P.O Box 385	Scottsville, VA	24590
47 A 11	James Easton Et Al.	3020 West River Rd	Scottsville, VA	24590
47 A 7	Ruth Bogan	2910 West River Rd	Scottsville, VA	24590

Attachment B

Attachment B



ZONING

Yellow=R1

Green=A1

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Planning Commission
Case Number: SUP 11:03
Tax Map: Tax Map 47, Section A, Parcel 10

From: Steve Tugwell
District: Cunningham
Date: November 14, 2011

General Information: This request is to be heard by the Planning Commission on Monday, November 14, 2011 at 7:00 pm in the Circuit Courtroom of the Courts Building.

Applicant: National Communication Towers, LLC

Requested Action: A request for a special use permit to construct a 195 foot monopole telecommunications facility and associated ground equipment with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. (Attachment A)

Existing Zoning: A-1, Agricultural, General

Planning Area: Rural Residential Planning Area

Zoning Ordinance: Section 22-27-1

Location: The affected property is zoned A-1 and is located on the north side of West River Road (U.S. Route 6), approximately 0.4 miles east of its intersection with Beals Lane (Route 645). (Attachment B)

Existing Land Use: Veterans of Foreign Wars Post 8169 is located on this property.

Adjacent Land Use: The surrounding area is zoned A-1, Agricultural, General and is very low-density residential in nature.

Attachment C

Neighborhood Meeting:

Due to a procedural error, notices were not mailed to adjacent property owners, therefore the October 12th neighborhood meeting was canceled.

Technical Review Committee:

At the October 13, 2011 Technical Review Committee meeting, VDOT stated that if the entrance to the site was disrupted, then the gravel would have to be restored, but that a permit would not be required;

Central Virginia Electric Cooperative stated they would require their own easement to get power to the site;

Planning staff inquired about the balloon test for this site, and the applicant stated they have a primary date of November 2nd and a backup date of November 3rd and 4th from 8am to noon; they said they would be mailing out notices to the Board, Planning Commission, and adjacent property owners; Planning staff also commented that the top of the tower would be reserved for public safety as identified in the Telecommunication Master Plan, to which the applicant agreed.

The full list of TRC comments is attached to this staff report (Attachment C).

Comprehensive Plan:

The Comprehensive Plan designates this area as within the Rural Residential Planning Area. The Infrastructure Chapter of the Comprehensive Plan has the following recommendations concerning the siting of cellular towers.

- Encourage the location and co-location of wireless communication equipment on existing structures;
- Accommodate the growing need and demand for wireless communication services;
- Encourage coordination between communication providers;
- Establish consistent and balanced legal language governing wireless communications facilities that take into consideration the Comprehensive Plan and communications master plan; and
- Maintain compliance with applicable laws, including but not limited to the 1996 Telecommunications Act.

The above recommendations are the primary reasons the county has procured a telecommunications consultant to assist with these applications.

Analysis:

When evaluating proposed uses for special use permits, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The character and established pattern of the area where the communications facility is proposed is rural, not highly populated, and has land involved in agricultural production. According to the Virginia Department of Transportation, the entire segment of Route 6 in Fluvanna County is designated as a Virginia Byway. "Per Virginia Code, a Virginia Byway means those highways designated by the Commonwealth Transportation Board (CTB) pursuant to articles §33.1-62 through §33.1-66. The Virginia Outdoors Plan, from the Department of Conservation and Recreation (DCR), identifies roads that have been considered as having intrinsic qualities of Virginia Byways for many years".

To be considered, a segment of road must substantially meet the following criteria:

- The route provides important scenic values and experiences;
- There is diversity of experiences, as in transition from one landscape scene to another;
- The route links together or provides opportunities to leave high-speed routes for variety and leisure in motoring. Landscape control or management along the route is feasible;
- The route allows for additional features that will enhance the motorist's experience and improve safety;
- Local government(s) has/have initiated zoning or other land-use controls, so as to reasonably protect the aesthetic and cultural value of the highway. (Attachment D)

Staff conducted a site visit on Wednesday, November 2, 2011, in order to assess the potential visual impacts of the proposed tower, and also to observe the balloon test. Weather conditions that day were sunny, dry, and cool with little wind. Staff concluded that the tower would be very visible from several portions of West River Road (Route 6), when traveling in either direction, both east and west. The balloon was also visible from neighboring properties and roadways, including the Fox Memorial Baptist Church located adjacent to the west. Staff stopped at several residences and spoke with a handful of neighbors in the area and all of them appeared to be in favor of enhanced wireless capabilities over the potential for diminished or altered views. In consideration of the proximity of the proposed tower's location to West River Road (Route 6), a Virginia Byway, the proposed facility could also be concealed as a firetower or other similar structure that would better blend with the rural character of the area. As proposed, it appears that a tower sited at this location could change the character and established pattern of the area, and/or create impacts that may be regarded as less than sensitive to its scenic beauty. (Attachment E)

Attachment C

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

This is a rural area, and all of the surrounding property is zoned A-1 (Agricultural General). Since the proposed tower will be less than 200 feet, it will not have to be lighted. The applicant is proposing to build a 195 foot non-concealed freestanding antenna support facility within a 125 foot x 125 foot lease area, which per Sec. 22-27-8, requires a special use permit, and is not permitted by-right. Some permitted by-right uses in the A-1 zoning district include single-family dwellings, minor utilities, hunting preserves, public parks, home occupations, private kennels, group homes, and temporary sawmills to name a few. The definition of a minor utility is: "*Facilities for the distribution and collection of public, private, and central utilities including poles, lines, transformers, pipes, meters, and communication and distribution lines".*

When evaluating an application for a proposed new telecommunication antenna support facility (TASF), siting of new facilities shall be in accordance with Sec. 22-27-8, the siting preference table. The applicant is proposing to construct a new 195 foot non-concealed freestanding antenna support facility (monopole). The subject property is zoned A-1 (Agricultural, General), and in accordance with the siting preference table, this application requires a special use permit and public hearing process.

Pursuant to Sec. 22-27-9.8, all new telecommunication antenna support facilities shall meet the requirements of that section. Staff has evaluated the application, and it appears all of the requirements of this section have been met.

According to the Fluvanna County Wireless Master Plan, the area of the proposed tower is absent of sufficient telecommunications service, and could accommodate all of the service providers with a uniform and dependable signal 24/7. The applicant has stated in their application, that "*the tower will be designed to accommodate six collocations and the fenced compound will house a variety of support buildings and equipment pads*". The ability to accommodate more collocations could result in a need for fewer new towers. The applicant has also stated that "*the facility will provide wireless phone coverage, data transmissions and internet services to the area. Also, one radiation center on the tower and a 10' x 20' space in the compound will be made available for Fluvanna County's 911 equipment on a rent free basis".*

The applicant proposes to construct and maintain a leased telecommunication facility on the north side of West River Road (U.S. Route 6), approximately 0.4 miles east of its intersection with Beals Lane (Route 645). The proposed facility would be comprised of a 195 foot monopole tower with the potential for multiple carriers, along with peripheral ground equipment. The proposed site will be within a 80 x 90 fenced area, surrounded by a (125 ft. x 125 ft.) lease area. If approved, the applicant will be required to submit a site development plan for review and approval. (Attachment F)

Consultant's Recommendation:

Cityscape Consultants, Inc. has stated that they are of the opinion that, "*although there is no solid indication of carrier commitment, this application may have additional merits which could be beneficial to the citizens of Fluvanna County*".

- Would the proposed facility be acceptable to other wireless service providers? And,
- Would the proposed facility be beneficial to the County and therefore the citizens of the County? And,
- Would the proposed facility fit the County Master Plan or would it be disruptive? And,
- Does the application meet the desires of the County because of generally accepted and adequately demonstrated technological reasons?

The consultant has concluded that approval for this application for a new telecommunication antenna support facility will "*accelerate the construction of additional wireless services to better serve the County's citizens".* The consultant has also stated, "*in addition there are additional public benefits in that the tower will support a Fluvanna County Public Safety communication link".*

Therefore, Cityscape Consultants, Inc. has recommended approval of this application with the following conditions:

1. The applicant provide the County with the necessary NEPA and SHPO approvals; and
2. Satisfies any other conditions as stated by the County; and,
3. The applicant provides written approval of County Public Safety antennas and feed lines use of the tower at the highest designed elevation. Space for ground level electronic equipment shall be provided. (Attachment G)

Conclusion:

This request for a special use permit for a 195 ft. monopole telecommunication facility appears to be in substantial conformance with the intent of the Comprehensive Plan's recognition that telecommunications are a critical part of the role of infrastructure throughout the county, and the criteria set forth in the Zoning Ordinance. The Planning Commission may wish to consider the potential for visual impacts to the Route 6 Virginia Byway, and to nearby properties. Given the proximity of the proposed facility to the Byway, the Commission may also wish to consider requiring a concealed facility instead of the proposed non-concealed facility. If approved, staff recommends the following conditions:

1) The tower, including antennae, will not be higher than 199 ft. and will not be lit;
2) The applicant secures all necessary permits required, and submits structural design and certification by a Virginia Registered Professional Engineer that the proposed facility, as built, will comply with EIA/TIA 222-G for the wind zone for Fluvanna County; Virginia;
3) Prior to issuance of building permits the applicant shall submit satisfactory SHPO and NEPA documentation;

4) The applicant shall secure the necessary permits required by Fluvanna County and VDOT;
5) The applicant provides written approval of County Public Safety antennas and feed lines use of the tower at the highest designed elevation. Space for ground level electronic equipment shall be provided;
6) The facility when completed shall be accessible only to authorized personnel;
7) The tower shall be a monopole, and shall be engineered with breakpoint technology;
8) The facility shall install the necessary landscaping buffer;
9) The applicant shall install an emergency generator to ensure continuity of telecommunications operations in the event of a disaster or major power outage; and provisions for such generators shall include additional special treatments; for diesel, a fuel retaining area for propane, ignition separation requirements; and that generator testing shall occur only between 9 AM and 4 PM Monday through Friday; and the same shall be noted on the site development plan;
10) If the structures should no longer be needed, the applicant shall remove them, and restore the grounds to the prior condition;
11) The support structure is to be sufficient to support antennas of a like design for at least six (6) wireless service providers;
12) The tower shall be in the same location as shown in the application;
13) Violation of any condition of this permit shall be grounds for revocation of this permit, and;
14) The Board of Supervisors, or their representative, has the right to inspect the property for compliance with these conditions at any time.

Suggested Motion:

I move that the Planning Commission recommend **approval/denial** of SUP 11:03, a special use permit request to allow for a 195 foot monopole telecommunications tower pursuant to Fluvanna County Code Section 22-27-1 with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10, (if approved) subject to the conditions listed in the staff report.

Attachments:

A – Application, statement of proposed use, and APO letter
B – Aerial Vicinity Map
C – TRC comments
D – Virginia Department of Transportation excerpt and byway map
E - Applicant's photos, photosimulations, and balloon flight statement
F – Tower design certification, search ring map, and sketch site plan
G – Consultant's report

Copy: Owner- V.F.W. Post 8169, 2977 West River Road, Scottsville, VA 24590
Applicant – National Communication Towers, LLC, 5413 Patterson Avenue, Suite 101, Richmond, VA 23226
CityScape Consultants, 10704 Elmbrook Court, Raleigh, NC 27614

Attachment C

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Special Use Permit (SUP)

Owner of Record: V.F.W. Post 8169
E911 Address: 2977 W. River Road, Scottsville Va. 24590
Phone: 434-591-0769 Fax:
Email: ohnomr bill@embarqmail.com

Applicant of Record: National Com. Towers, LLC
E911 Address: 5413 Patterson Ave Suite 101, Rich. VA 23226
Phone: 804-673-8800 x303 Fax: 804-673-4242
Email:

Representative: U.C.T., LLC (Al Doss, V.P. of Dev.)
E911 Address: 5413 Patterson Ave, Suite 101, Rich. VA.
Phone: 804-306-1165 Fax: 804-673-4242
Email: adoss@nationaltowers.com

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? (•) No ( ) Yes
If Yes, what district:

Tax Map and Parcel(s): 47-A-10
Deed Book Reference:
Acreage: 3.5 **Zoning:** A-1
Deed Restrictions? (•) No ( ) Yes (Attach copy)

Request for a SUP in order to: construct a Tele Com. Tower
Proposed use of Property: Telecommunications Tower

RECEIVED
AUG 24 2011
FLUVANNA COUNTY PLANNING DEPARTMENT

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

JUNE E. PERKINS
Notary Public
Commonwealth of Virginia
7282794
My Commission Expires August 31, 2013

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: August 19, 2011 Signature of Owner/Applicant: William Hughes

Subscribed and sworn to before me this 19th day of August ,20 11 Register # 7282794

My commission expires: August 31, 2013 Notary Public: June E. Perkins

Certification: Date: 8/24/2011 Zoning Administrator: Steven Ingrell

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

Date Received: Pre-Application Meeting: PH Sign Deposit Received:	Application #: SUP 11 : 03
$800.00 fee plus mailing costs paid:	Mailing Costs: $20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail
Amendment of Condition: $400.00 fee plus mailing costs paid:	
Telecommunications Tower $1,500.00 fee plus mailing costs paid:	$5,500 w/Consultant Review paid:
Election District: Cunningham	Planning Area: RP
Advertisement Dates: 2 & 10 Nov 2011	Advertisement Dates:
APO Notification: 10/31/2011	APO Notification:
Date of Hearing: 11/14/2011	Date of Hearing
Decision:	Decision:

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

195' with a 4' lightning Rod. Total Weight 199' and

Wireless Communication Facility to include a ~~125'~~ Monopole Tower, ~~extendable to 195'~~, contained within 80' X 90' fenced enclosure. The tower will be designed to accommodate six collocations and the fenced compound will house a variety of support buildings and equipment pads. The existing VFW Hall will not be expanded or utilized for the purpose of this Special Use Permit request.

NECESSITY OF USE: Describe the reason for the requested change.

To provide wireless services along the Rt. 6 corridor and surrounding area.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

The tower will be a Monopole design to minimize the potential visual impact of surrounding properties and the existing trees will be maintained to screen the view of the compound from adjoining properties.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

The Facility will provide wireless phone coverage, data transmissions and Internet services to the area. Also, one Radiation Center on the tower and a 10' X 20' space in the compound will be made available for Fluvanna County's 911 equipment on a rent free bases. The 195' R.C. will be reserved for Fluvanna County. and

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

Please see the attache Site Plan prepared by JMT.

Attachment C

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: National Communication Towers, LLC

Address: 5413 Patterson Ave., Suite 101

City: Richmond

State: Va. Zip Code: 23226

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

Applicant Signature

8/22/2011
Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: **BZA** ____:____ **CPA**____:____ **SUP** 11:003 **ZMP** ____:____ **ZTA** ____:____	
$90 deposit paid per sign*:	Approximate date to be returned:

Attachment C

Statement of Proposed Use
Special Use Permit Application
National Communication Towers, LLC
V.F.W. Post 8169, Scottsville, Virginia

National Communication Towers L.C. ("National") as lessee, hereby applies for a Special Use Permit to allow a telecommunications facility and accessory structures on leased land. The leased land is located on property known by Tax Map Parcel 047-A-10. The parcel is located on the north side of Rt. 6 approximately 2,000 feet east of Rt. 645. According to the tax records of Fluvanna County it is owned by V.F.W. Post 8169.

National is requesting a Special Use Permit to allow a self support Monopole Tower, measuring approximately 195' in height with a 4' lightning rod, to be located within a leased area, measuring 125' x 125'. The facility will be designed to allow multiple collocations on the tower and within a secure fenced compound area. The exact number and types of future users is difficult to predict, however the tower will be designed to accommodate a mix of carrier types. The design mix will include: 6 or more users of panel antennas (typically 15 panels, 12" wide X 72" high, per user). Likewise, the compound area is designed to accommodate a mix of shelter types and sizes as denoted on the drawings submitted with this application.

The 3.5 acre parcel is zoned A1. According to the Fluvanna County zoning ordinance, telecommunication facilities are permitted on A1 zoned properties, with Special Use Permits. Proper setback distances have been observed and are denoted on the enclosed plans.

National develops telecommunication facilities for collocations by cellular, PCS, paging and other wireless services which rely upon a network of elevated platforms in areas where the carriers have gaps in signal coverage, or "holes." Such a hole exists along the Route 6 corridor. Supported by propagation studies, National believes a communications facility located on the subject parcel will enable carriers to fill this gap, while minimizing the effect on surrounding property owners. The tower can be designed to be extendable to 195' should a higher Radiation Center be needed for County antennas.

The FCC has authorized several carriers to provide wireless services in this part of Cumberland County. Those carriers include: Sprint, AT&T, Verizon Wireless U.S. Cellular and Ntelos.

The facility will be in continuous operation but will produce no interference with other types of communications including: radio, television, cable TV, garage door openers or other consumer electronic equipment. No offices will be constructed on the site, so neither sewer nor water facilities will be required. The facility will produce no refuse, noise, vibration, dust, glare, odors or fumes. Neither National nor any of the tower users will introduce hazardous or toxic substances to the site. After completion of construction, the only traffic associated with the site will be short visits by technicians on a monthly basis to test or replace equipment components. In most instances towers below 200'are not required by the FAA to be lit.

The facility will provide a vital public safety service to this part of the County in two important ways. First, the County may co-locate antennas for law enforcement and fire and rescue at the 195' radiation Center along with a 10' X 20' space inside of the compound on rent free bases. Second, this new facility will enable wireless services to be extended to this part of the County, enabling the public at large to utilize those services for important medical or life-safety calls.

The proposed use conforms to the provisions of all applicable ordinances, regulations, adopted standards and conditions. National is not seeking any wavier or variance for the proposed use at this time. National respectfully requests the approval of this Special Use Permit application.

_____

Al Doss
Vice President of Development
National Communication Towers, L.L.C.

08/24/2011
Date

Memorandum

DATE: October 31, 2011

RE: APO'S for **SUP 11:03** Public Hearing Letters

TO: Darren Coffey

FROM: Lauren Ryalls

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the **November 14, 2011** Planning Commission meeting.

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

NOTICE OF PUBLIC HEARING

October 31, 2011

Fox Memorial Baptist Church
2847 W. River Rd.
Scottsville, VA 24590
TMP# 37(A)32

Re: Public Hearing on SUP 11:03

Dear Fox Memorial Baptist Church:

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced item on **Monday, November 14, 2011** at **7:00 PM** in the Circuit Court Room at the Fluvanna County Courts Building in Palmyra, VA. The request is described as follows:

SUP 11:03, National Communication Towers, LLC - *A request for a special use permit to allow for a 195 foot wireless communications tower with respect to 3.5 acres of Tax Map 47, Section A, Parcel 10. The property is zoned A-1 and is located on the north side of West River Road (U.S. Route 6), approximately 0.4 miles east of its intersection with Beals Lane (Route 645). The property is located in the Cunningham Election District and is within the Rural Residential Planning Area.*

The applicant or applicant's representative must be present at the Planning Commission meeting. The tentative agenda and staff report will also be available for review by the public in the Fluvanna County Planning and Community Development Department during working hours (8:30 a.m. – 5:00 p.m., Monday through Friday). If you have any questions, please feel free to contact me at 434–591–1910.

Sincerely,

Steve Tugwell
Planner

Attachment C

9 Parcels Selected

Monday October 31, 2011

ONLINE GIS

Map	Parcel ID	Owner's Name
●	37 A 32	FOX MEMORIAL BAPTIST CHURCH
●	37 A 34	CATLETT, J D & NANCY T
●	47 A 6	RANKIN, REBECCA A ET AL
●	47 A 9	HILL, RICHARD
●	47 A 10	V.F.W. HALL
●	47 A 11	EASTON, JAMES A & LUCY C LE ET AL
●	47 A 12A	HUNT, CARLTON R III & CHRISTINA R
●	47 A 29	EASTON, LARRY W. & LISA M.
●	47 A 30	FORD, CHARLES W JR & TARA G

Click on the Globe ● in a row to show that parcel on the map page. Click on the Parcel ID number to show the detail information of that parcel. Click on an Owner's Name to show a list of all properties of that owner.

Close

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Print

Attachment C

SUP 11:03 National Communication Towers, LLC

SCALE 1 : 3,500

200 0 200 400 600

FEET

N

Attachment C

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

October 18, 2011

National Com. Towers, LLC (Al Doss)
5413 Patterson Avenue, Suite 101
Richmond, VA 23226

Delivered via mail

Re: TRC comments SUP 11:03 National Communication Towers, LLC Construct 195' telecomm monopole, Tax Map: 47-A-10

Dear Applicant:

The following comments are the result of the Technical Review Committee meeting.

1. The Dept. of forestry and the Health Dept. had no comments for this application;

2. Virginia Department of Transportation said that if access to the site was disrupted, then it would have to be restored; and that a permit is not required;

3. Central Virginia Electric Cooperative said they would require their own easement to get power service to the site;

4. Planning staff inquired about the balloon test for this site, and the applicant said they have a primary date of November 2nd, with backup dates of November 3rd and 4th from 8am to noon; they also said they would be mailing out notices to the Board, Planning Commission, and adjacent property owners; Planning staff also commented that the top of the tower would be reserved for public safety as identified in the Telecomm Master Plan, and the applicant agreed.

Please provide any other materials or documentation that is to be included in the Planning Commission packet by **Friday, October 28, 2011**. Submitting revisions by this deadline will place your request on the **November 14, 2011** Planning Commission agenda.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,

Steve Tugwell
Planner
Dept. of Planning & Community Development

Cc: V.F.W. Post 8169, 2977 West River Road, Scottsville, VA 24590

Attachment C

Virginia Byway - Frequently Asked Questions

Home | | Scenic Drives | | Print Map | | Order Map | | Photos | | FAQs

Adventure beckons on the roads and highways designated as Virginia Byways. More than mere pavement between points A and B, a Virginia Byway offers travelers a side of the Commonwealth that is uncommon and enlightening. Each byway leads to scenes of natural beauty and places of historical and social significance.

Currently, there are nearly 3,000 miles of roads designated as Virginia Byways, yet several hundred more miles of Commonwealth roadway could qualify. To help attract visitors and support economic development through tourism, the Virginia Department of Transportation (VDOT), the Virginia Department of Conservation and Recreation (DCR) and the Commonwealth Transportation Board (CTB), encourage local governments to nominate roads for Virginia Byway designation.

What's the purpose of the Virginia Byway program?

The program identifies road corridors containing aesthetic or cultural value near areas of historical, natural or recreational significance. By designating certain roads as Virginia Byways, widely distributing "A Map of Scenic Roads in Virginia,"and promoting the Virginia Scenic Roads Web site,the program encourages travel to interesting destinations and away from high-traffic corridors.

Byways also stimulate local economies by attracting visitors to lesser-known destinations. One study showed visitors spent $1.8 billion in counties adjacent to the Blue Ridge Parkway in Virginia and North Carolina. This supported nearly 75,000 jobs and generated more than $147 million in tax revenues in the region.

What makes a Virginia Byway different from other roads?

People like to explore. The 2000 Virginia Outdoors Survey, conducted by Virginia's Department of Conservation and Recreation (DCR), finds that driving for pleasure is the second most popular outdoor activity, with more than 62% of the population participating.

By following the highlighted byways on the state transportation map, the scenic roads map and the scenic roads Web site, visitors are directed to places where they can tour wineries, explore Civil War battle sites and historical attractions, view beautiful scenery and enjoy recreational resources.

Once designated, a byway becomes part of the coordinated promotional strategy for Virginia tourism.

What are other important considerations regarding Virginia Byway status?

- Virginia Byway designation gives localities the opportunity to participate in the National Scenic Byway Program.
- It might limit placement of outdoor advertising signs.
- It does not affect land use controls.
- It does not limit road improvements.

What is a Virginia Byway?

Per Virginia Code, "Virginia Byway" means those highways designated by the Commonwealth Transportation Board (CTB) pursuant to articles §33.1-62 through §33.1-66. The Virginia Outdoors Plan, from DCR, identifies roads that have been considered as having intrinsic qualities of Virginia Byways for many years. In addition, there are other roads that meet the criteria for designation.

What are the criteria?

To be considered, a segment of road must substantially meet the following criteria:

Attachment C

- The route provides important scenic values and experiences.
- There is a diversity of experiences, as in transition from one landscape scene to another.
- The route links together or provides access to scenic, historic, recreational, cultural, natural and archeological elements.
- The route bypasses major roads or provides opportunities to leave high-speed routes for variety and leisure in motoring. Landscape control or management along the route is feasible.
- The route allows for additional features that will enhance the motorist's experience and improve safety.
- Local government(s) has/have initiated zoning or other land-use controls, so as to reasonably protect the aesthetic and cultural value of the highway.

What are the steps to designation?

1. Anyone can request byway designation, but local government(s) must adopt a resolution of support.

2. Upon receipt of a request and historical documentation from an interested party/local government, the Virginia Department of Transportation (VDOT) and the Virginia Department of Conservation and Recreation (DCR) collect information on local zoning laws, traffic volumes and accident reports before evaluating the roads according to the criteria.

3. Based on a joint review according to the criteria, the DCR Director recommends qualifying roads for consideration by the CTB.

4. Before the CTB acts, VDOT offers the local government the opportunity to hold a public hearing. If a public hearing is requested, VDOT's Local Assistance Division and DCR will provide assistance.

5. After the public hearing, or if no hearing was requested, the CTB officially designates the byway(s) at their next scheduled meeting. Subsequently, signs are posted, and changes are made to the appropriate maps.

How can I get more information about the Virginia Byway program?

Call **1-800-FOR-ROAD (1-800-367-7623)** or contact Lynn Crump, Virginia Department of Conservation and Recreation, at Lynn.Crump@dcr.virginia.gov.

For additional copies of this brochure or others in the VDOT Answers Your Questions series, please contact:

Virginia Department of Transportation
Office of Public Affairs
1401 East Broad Street
Richmond, VA 23219
E-mail: vdotinfo@VDOT.Virginia.gov

Page last modified: Nov. 1, 2010

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If you wish to receive this content in an accessible format per Section 508 of the federal Rehabilitation Act, 29 U.S.C. § 794 (d), please call 800-367-7623.

Attachment C

Attachment C

NATIONAL COMMUNICATION TOWERS, LLC

5413 Patterson Avenue, Suite 101
Richmond, Virginia 23226
Telephone: 804-673-8800
Facsimile: 804-673-4242

VFW Balloon Flight

Certification Statement

November 2, 2011

General weather conditions: clear, average visibility 7 miles, light winds averaging 4 to 6 MPH from 8:00 AM to 9:00 AM and mostly calm throughout the morning.

8:05 AM: Balloon launched winds 4-6 MPH some fog

9:00 AM to 12:05 PM: Winds calm to light, visibility good

12:05 PM: Ended balloon flight

Date: 11/07/2011

Al Doss

Vice President of Development

PHOTO 1: BALLOON FLIGHT
BALLOON
VIEW FROM THE WEST / LOCATION: GAS LINE ACCESS AREA ON ROUTE 6
N C T

Attachment C

Attachment C

Attachment C

PHOTO 3: BALLOON FLIGHT
VIEW FROM THE WEST / LOCATION: ROUTE 6 WESTERN ENTRANCE AT VFW POST
N C T

PHOTO 3: TOWER SIMULATION
VIEW FROM THE WEST / LOCATION: ROUTE 6 WESTERN ENTRANCE AT VFW POST
N C T

PHOTO 4: BALLOON FLIGHT
BALLOON
VIEW FROM THE EAST / LOCATION: ROUTE 6 NEAR THE EASTERN EDGE OF THE VFW POST EAST ENTRANCE
N C T

PHOTO 4: TOWER SIMULATION
TOWER
VIEW FROM THE EAST / LOCATION: ROUTE 6 NEAR THE EASTERN EDGE OF THE VFW POST EAST ENTRANCE
N C T

Attachment C

PHOTO 5: TOWER SIMULATION
TOWER
VIEW FROM THE EAST / LOCATION: ROUTE 6 EAST OF THE SITE ~1,500 FT.
N C T

PHOTO 6: BALLOON FLIGHT
BALLOON
VIEW FROM THE EAST / LOCATION: INTERSECTION AT ROUTE 6 & ROUTE 611
N C T

Attachment C

Attachment C

NATIONAL COMMUNICATION TOWERS, LLC
5413 Patterson Avenue, Suite 101
Richmond, Virginia 23226
Telephone: 804-673-8800
Facsimile: 804-673-4242

October 25, 2011

Rick Edwards
Consultant
CityScape Consultants, Inc.
10704 Elmbrook Ct.,
Raleigh, NC 27614

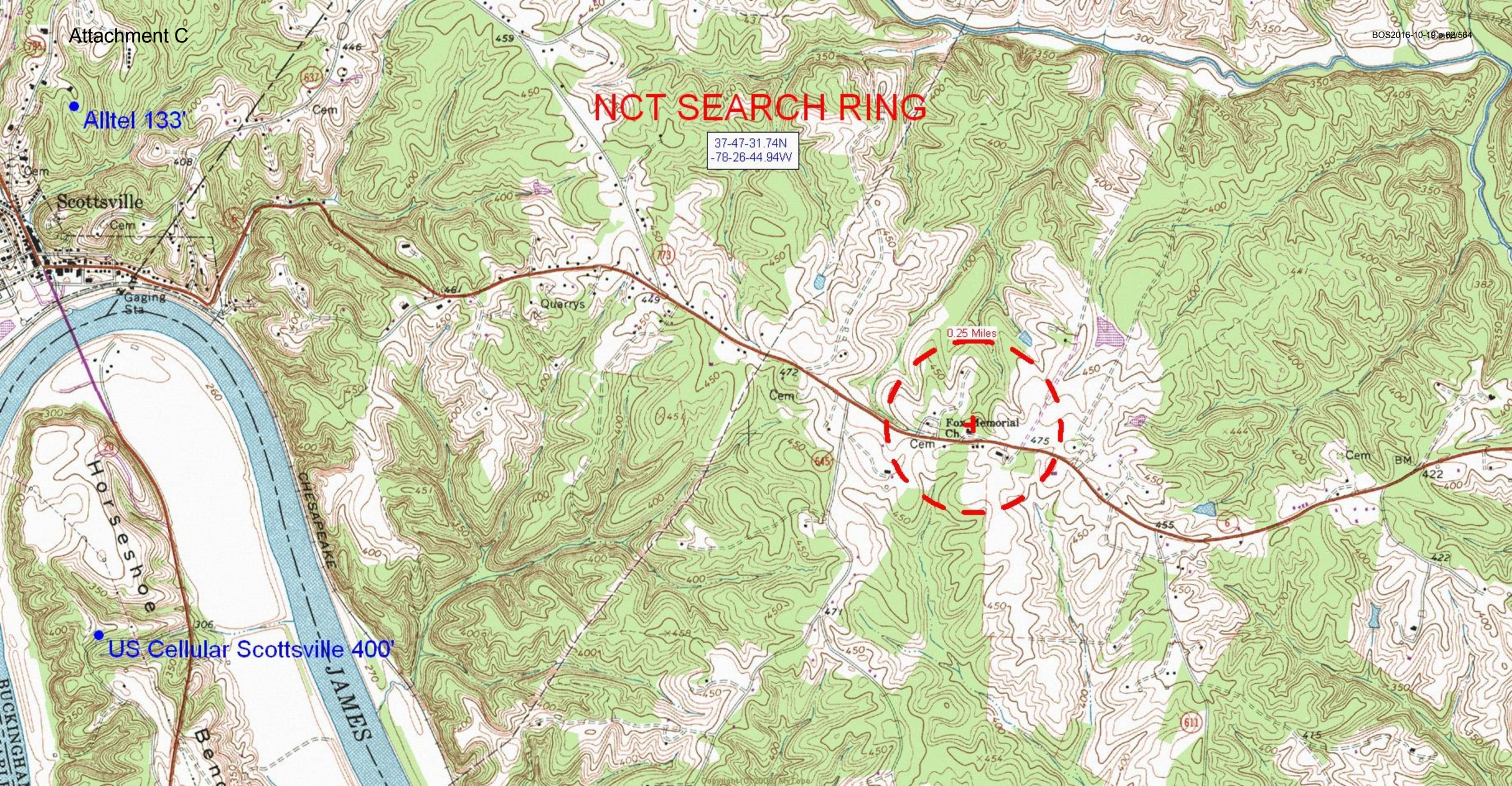
Subject: VFW Communications Tower Design Certification

This letter is to certify National Communications Towers, LLC, as applicant and developer of the VFW Communications Facility, will design and build the proposed monopole tower capable of bearing the equipment loading of six collocations (See the attached Tower Design RFQ). Also in the event of a catastrophic occurrence, the tower will be designed with breakpoint technology and will fail at the 130' elevation AGL.

Sincerely,

A. S. Doss
V.P. of Development

Attachment C



Attachment C

State of Virginia
Telecommunications Site Review

CityScape Consultants, Inc.
7050 W. Palmetto Park Road #15-652
Boca Raton, FL 33433-3483
Phone: 877-438-2851 • Fax: 877-220-4593

October 26, 2011

Mr. Darren Coffey
Planning Director
132 Main Street
Palmyra, Virginia 22963

RE: NCT
VFW Location

Dear Mr. Coffey,

At your request on behalf of Fluvanna County, Virginia, CityScape Consultants, as the wireless communications consultant for the County, has conducted a Site Review of an application submitted by National Communications Towers ("NCT"). The request is for a new one hundred-ninety five (195) foot monopole type support structure. This application was originally to request one hundred twenty five (125) feet rather than the one hundred ninety five (195) foot currently requested by NCT. The Applicant held this application until after the County made certain modifications within the County ordinance to allow for additional elevation. It was the opinion of the undersigned that one hundred twenty five (125) feet of elevation would only provide usable antenna space for no more than three (3) carriers, but more likely only two (2) would be constructed, which would result in the need for more towers in the area. The site will be owned by NCT. The underlying property is owned by Veterans of Foreign Wars Post 8169, and is located at 2977 West River Road, near Scottsville in Fluvanna County, Virginia, see *figure 1*.

General Information about Wireless Communications

All wireless communications systems depend on the concept of resource re-use to achieve their great capacities. With some technologies, the individual channel frequencies are reused every few cells, but not too closely, since interference would result. In other systems, power from one base station interferes with the users on another, impacting network capacity. Therefore, it is undesirable for the wireless phones to communicate with more than a few base stations simultaneously.

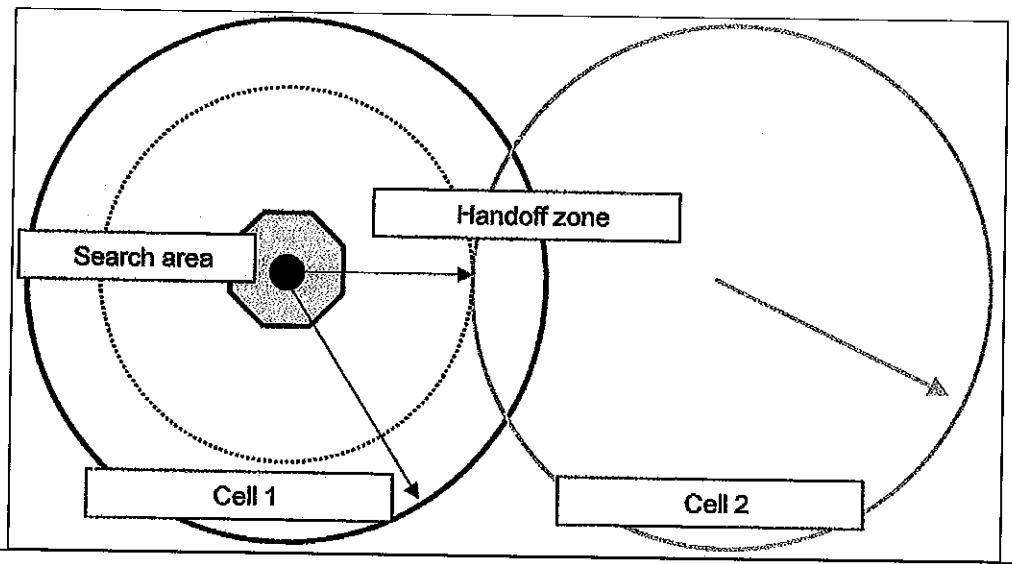
Wireless Broadband, Cellular, PCS and EMSR service providers attain coverage through ground equipment base stations and antennas mounted on towers or other elevated structures and buildings. The height and location of the elevated antenna platform is critical to two aspects of radio frequency (RF) engineering. The first of these is wireless network coverage, which is the current stage of wireless infrastructure development in Fluvanna County.

Generally, the higher the antenna is mounted on the support structure, the farther the wireless signal penetrates a defined geographic area. However, the ground equipment at the base station has capacity limitations. In areas where wireless subscribers are intense and airtime minutes are high, caller volume will exceed the designed network capacity, resulting in busy signals or "no service" messages. To help remedy this situation, the antenna heights are mounted at lower elevations than would be necessary for coverage.

State of Virginia
Telecommunications Site Review

In the wireless system evolution, a provider will initially provide service with a few coverage base stations with relatively tall antenna elevations to maximize the "footprint" for minimal cost. Still Fluvanna County infrastructure industry's primary concern remains in allowing sufficient coverage to subscribers. As subscriber totals grow, and network capacity for that base station is maximized, antennas must be lowered and the areas in between the former "tall" base stations fill in with lower-antenna "coverage" base stations.

Such a stipulation is not difficult to achieve in a new system. In most cities and in all rural areas, wireless providers seek to maximize height in new systems in order to provide continuous coverage at the least expense to the provider. However, in urban-to-suburban areas, as demand increases, the base stations become less capable of meeting network objectives. Thus, wireless providers seek to deploy antennas mounted at lower elevations.



Sample 1: Search Area Determination
In Sample 1, the hexagonal search areas radius is one-quarter of the radius of the cells coverage less a 20 percent handoff overlap.

Specifics

The threshold of proof appears to be clear, and does justify a need for a new support structure in this general area. CityScape anticipates this facility, if built as designed, should be sufficient to allow an improvement of service to wireless service provider customers within this area into the foreseeable future.

CityScape recognizes that Fluvanna County is now becoming a rapid growth area. This facility will be available to all federally licensed and unlicensed service providers, which includes cellular type telephone, and wireless broadband systems, and the tower owner has provided the top location of 195 feet to the County for County Public Safety communications.

State of Virginia
Telecommunications Site Review

For the reasons listed below, it is our opinion that:

Although there is no solid indication of carrier commitment, this application may have additional merits which could be beneficial to the citizens of Fluvanna County.

- Would the proposed facility be acceptable to other wireless service providers? And,
- Would the proposed facility be beneficial to the County and therefore the citizens of the County? And,
- Would the proposed facility fit the County Master Plan or would it be disruptive? And,
- Does the application meet the desires of the County because of generally accepted and adequately demonstrated technological reasons?

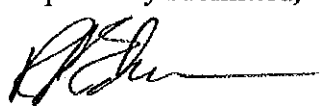
There are two (2) letters of interest, attached as Exhibits, from qualified wireless service providers, in addition CityScape is aware that AT&T Mobility is highly active in central Virginia and there is a strong likelihood that AT&T would join the group based on other factors. The County wants the site to compliment their existing Public Safety communications and the Applicant has agreed thereto. The Fluvanna Wireless Master Plan shows the site is devoid of sufficient service and could accommodate all the service providers with a uniform and dependable signal 24/7. The planned tower does meet the desires of Fluvanna County.

Conclusion

CityScape in normal circumstances understands that most governmental agencies prefer to avoid the approval of additional tower without strong commitment from the federally designated wireless service providers. This application is an exception and CityScape believes that approval of this facility will accelerate the construction of additional wireless services to better serve the County's citizens. In addition there are additional public benefits in that the tower will support a Fluvanna County Public Safety communications link. Therefore CityScape recommends this application be approved with the following conditions:

1. The Applicant provide the County with the necessary NEPA and SHPO approvals; and,
2. Satisfies any other conditions as stated by the County; and,
3. The Applicant provides written approval of County Public Safety antennas and feed lines use of the tower at the highest designed elevation. Space for ground level electronic equipment shall be provided.

Respectfully submitted,



Richard L. Edwards
FCC Licensed
PCIA Certified
CityScape Consultants, Inc.

CityScape Consultants, Inc.

State of Virginia
Telecommunications Site Review

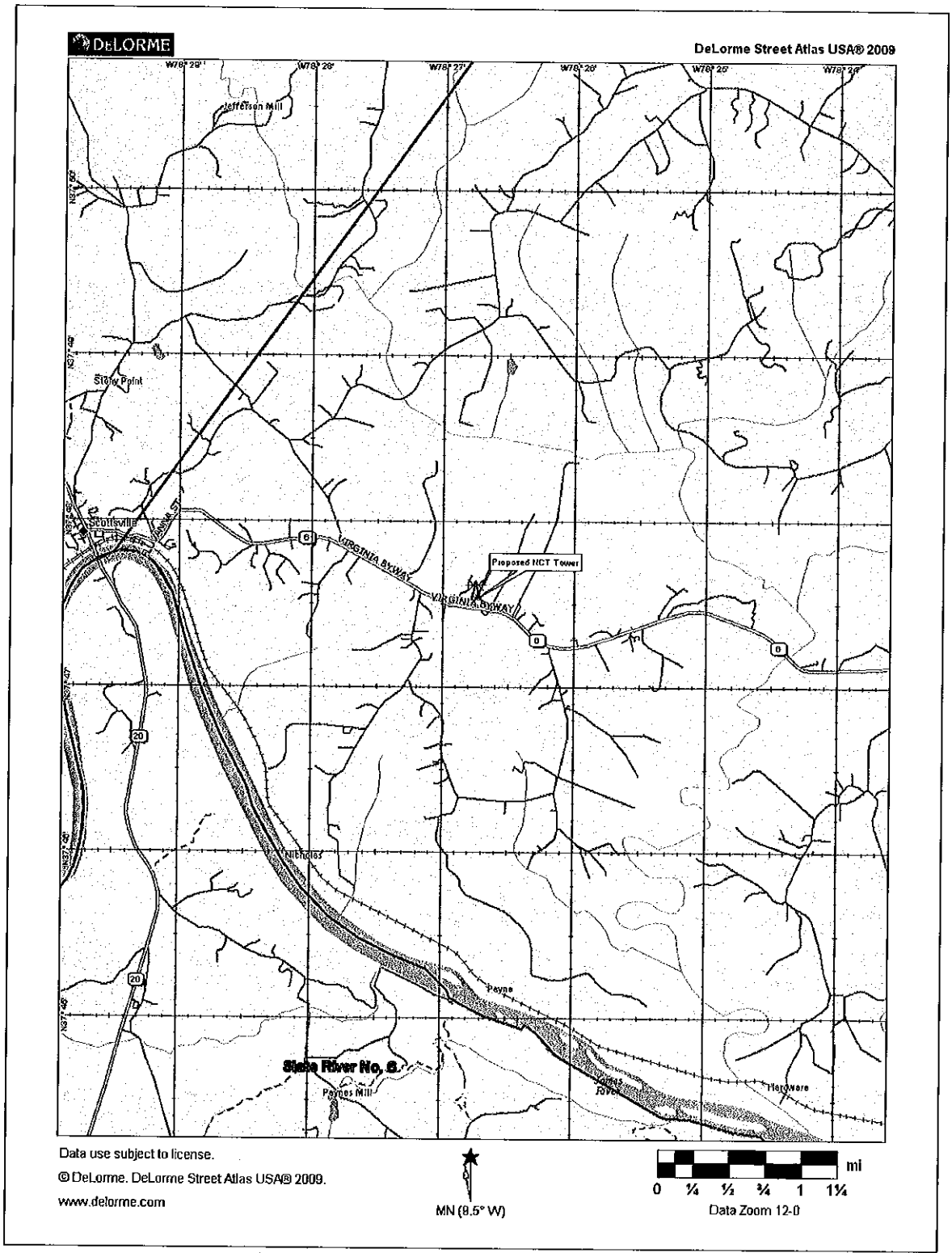


Figure 1. Proposed Facility Location

National Communications Towers

VFW Site
October 26, 2011

CityScape Consultants, Inc.

State of Virginia
Telecommunications Site Review

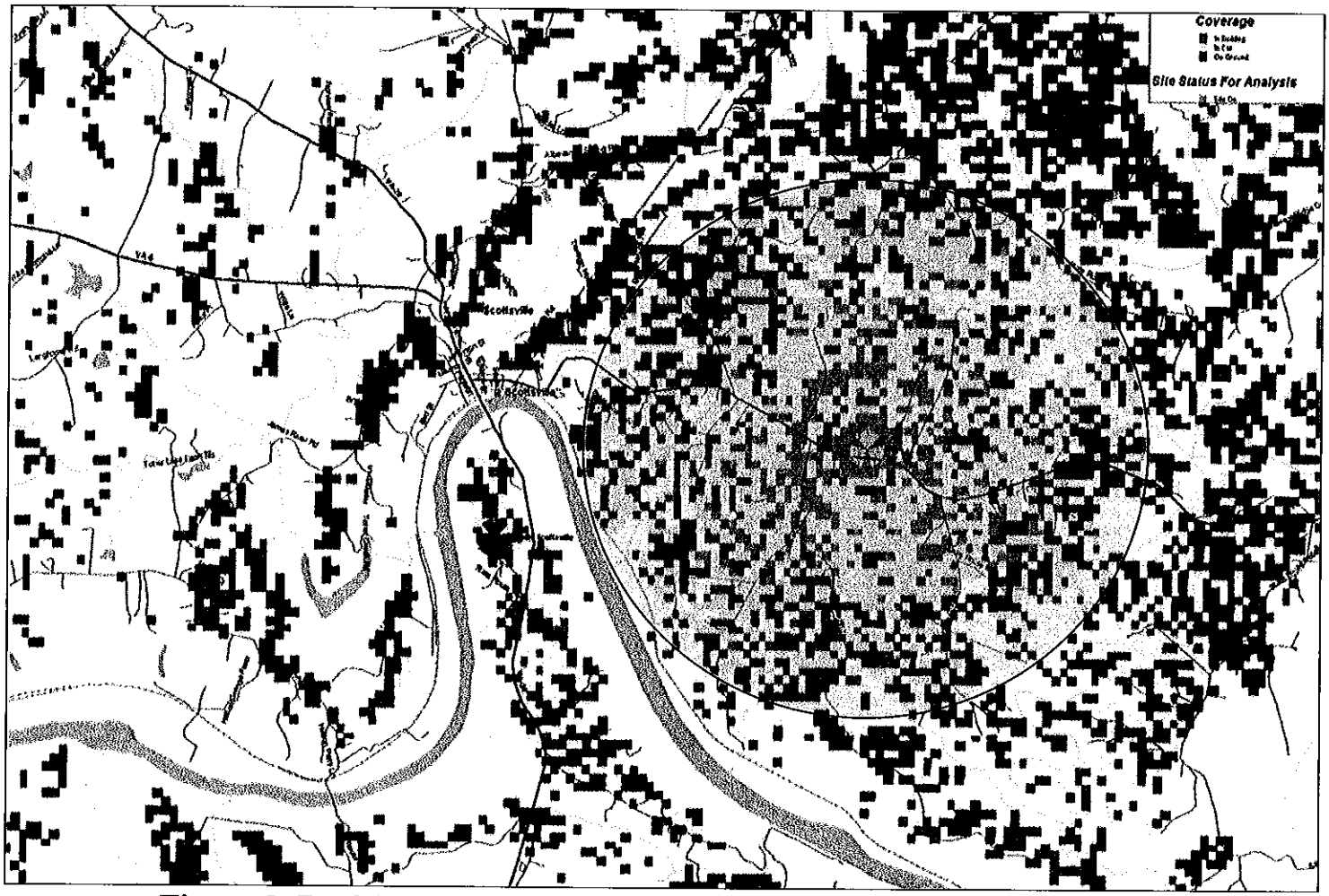


Figure 2. Projected Service Area, Current Service is Not Dependable

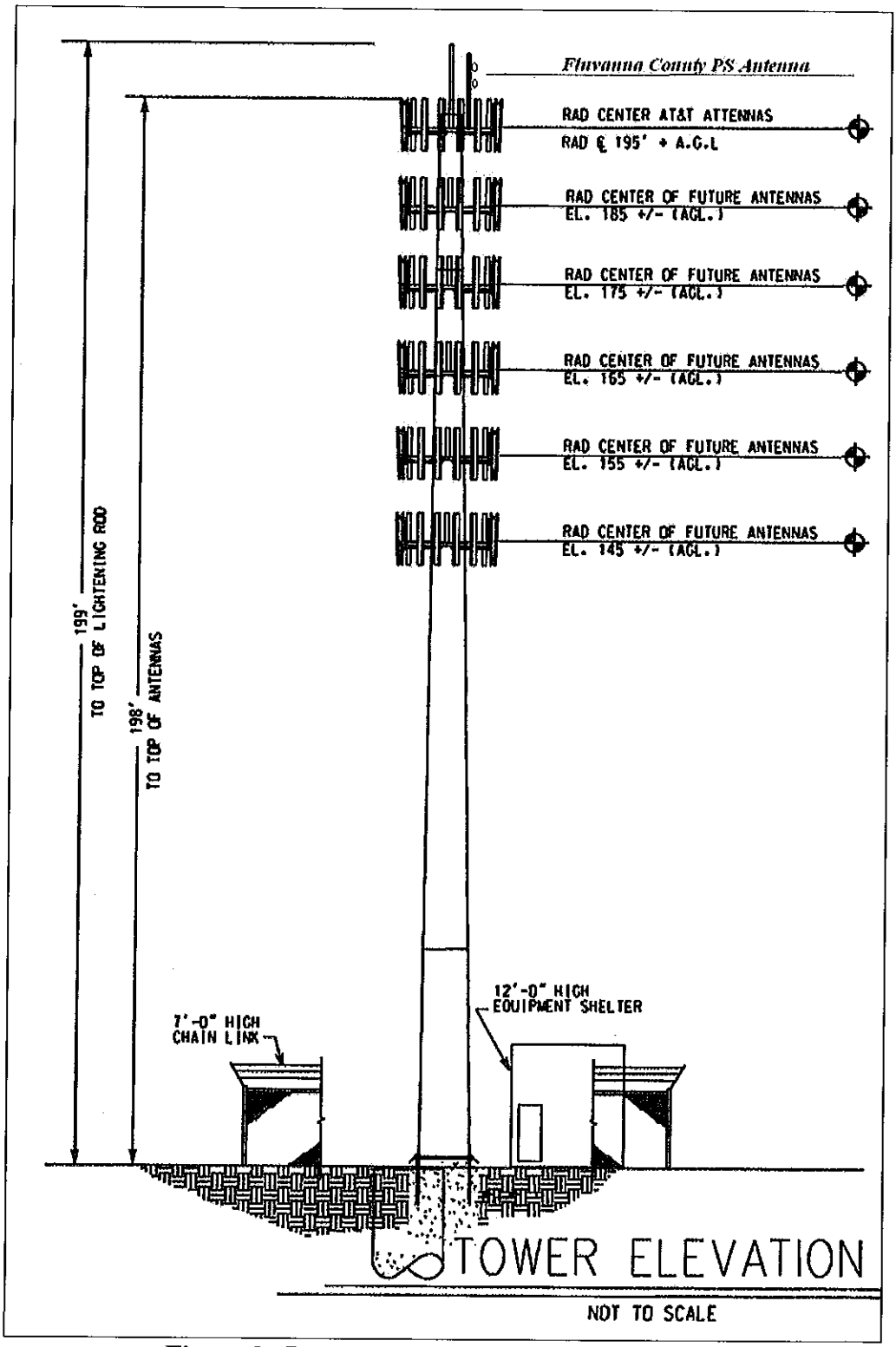


Figure 3. Proposed Future Antenna Locations

CityScape Consultants, Inc.

State of Virginia
Telecommunications Site Review

edge WIRELESS 1506 Circle Drive : Suite 100 : Annapolis, MD 21409

June 28, 2011

Mr. Al Doss
Vice President of Operations
National Communications Towers, LLC
5413 Patterson Ave, Suite 101
Richmond, VA 23226

RE: Proposed Telecommunications Structure at the VFW Site in Fluvanna County, VA.

Dear Mr. Doss:
This letter is provided per the request of National Communications Towers, L.L.C., and addresses the assurances that National Communication Towers will meet "Fluvanna County Communications Application Checklist" items 4 and 5.

> Item 4: National Communications Towers, LLC will ensure its member tenants adhere and comply with FCC rules regarding exposure to RF energy.
>
> Item 5: National Communications Towers, LLC will ensure its member tenants adhere and comply with FCC rules regarding radio frequency interference.

If any questions arise regarding the Radio Frequency issues of proposed application please get in touch at the number or email address listed below.

Cordially,

Mark Taylor, P.E.
Edge Wireless, LLC
marktaylor03@comcast.net
M 443-271-3714

Page 1 of 1

Figure 4. Compliance Statements

Central Virginia Technology Group, LLC
110 Fredericksburg Avenue
Louisa, VA 23093
540-967-3973

September 29, 2011

Mr. Elliott M. Harrigan
National Communication Towers, LLC
5413 Patterson Ave., Suite 101
Richmond, VA 23226

RE: Letter of Intent, Proposed Communications Facility:
VFW Tower, Rt. 6 Fluvanna County, Virginia
37-47-31.74 N, 78-26-44.94W

Dear Mr. Harrigan:

This letter serves to notify you Central Virginia Technology Group, LLC, dba CVA Link.Com, has evaluated the location you are proposing for the new telecommunication structure and has determined it meets our future network improvement goals.

CVA Link supports National Communication Towers in your efforts to secure and required zoning, permits or other local approval necessary to develop the communications facility, as proposed.

Please feel free to contact me should I be of further assistance.

Sincerely,

Brian Gilbreth
President

Exhibit A. Letter of Interest

1150 Shenandoah Village Drive
Waynesboro, VA 22980

nTelos

September 29, 2011

Elliott Harrigan
National Communication Towers, L.C.
54132 Patterson Avenue, Suite 101
Richmond, VA 23226

RE: Non-Binding Letter of Interest for VFW Tower (Fluvanna County, VA)

Dear Elliott:

This letter serves to notify you that Virginia PCS Alliance, L.C., a wireless telecommunications provider licensed by the Federal Communications Commission to provide digital PCS service in Fluvanna County and trading under the name of NTELOS, has evaluated the location you are proposing for the new telecommunications structure to be located at the following coordinates 37-47-31.74 and 78-26-44.94 and has determined, assuming NTELOS expands its existing network out Route 6 towards Fork Union and NTELOS is provided a suitable antenna radiation center, this site would be a possible collocation site for NTELOS.

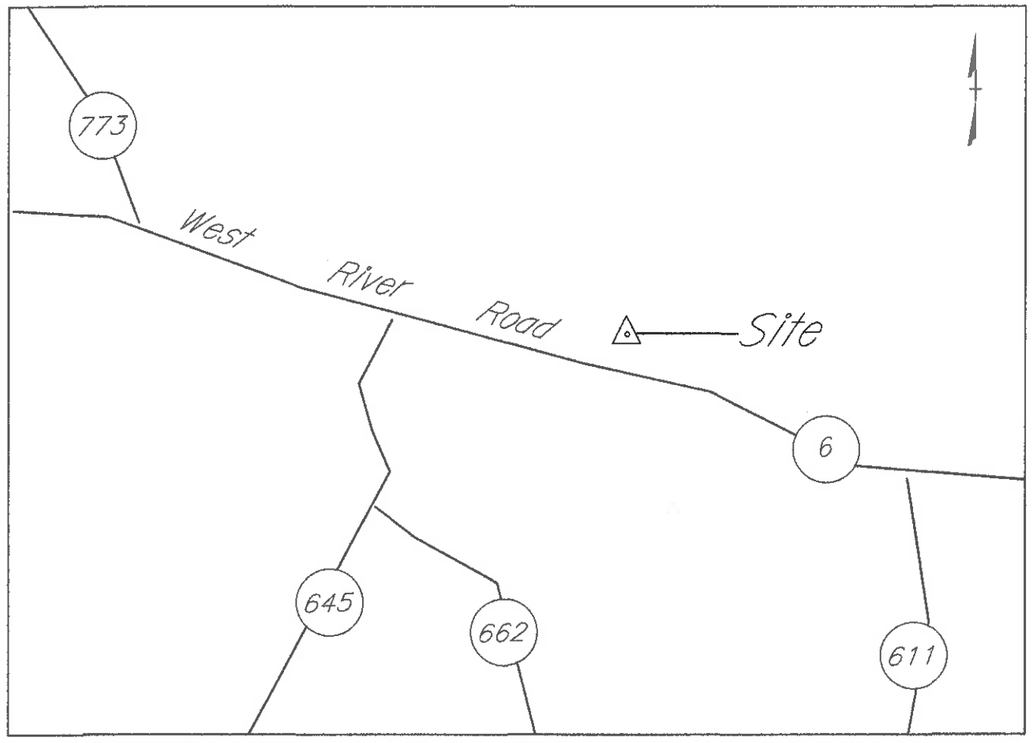
NTELOS supports National Communication Towers in its efforts to secure any required zoning, permits or other local approvals necessary to develop the telecommunications structure as proposed. If we can be of any assistance to you or provide you with any information regarding your permit application to develop the property, please feel free to contact me.

Sincerely,

Debbie Balser
Site Acquisition Manager, VA West

Exhibit B. Letter of Interest

Attachment D



Vicinity Map Scale: 1"=1000'

VFW SCOTTSVILLE 254' TOWER SITE SITE PLAN

WEST RIVER ROAD (RTE 6)
FLUVANNA COUNTY
CUNNINGHAM DISTRICT
VIRGINIA

DEVELOPED BY:
NATIONAL COMMUNICATION TOWERS, LLC

INDEX OF SHEETS

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DRAINAGE CALCULATIONS	A-3
CIVIL NOTES & DETAILS	C-1
EROSION & SEDIMENT CONTROL NOTES	C-2
EROSION & SEDIMENT CONTROL MEASURES & DETAILS	C-3
FENCE NOTES & DETAILS	C-4
SOIL MAP	C-5
SURVEY (SHOWS LEASE PARCEL, INGRESS/EGRESS, UTILITY EASEMENT AND TREE BUFFER)	2 OF 2

DIRECTIONS TO SITE

FROM RICHMOND, TAKE VA-6 WEST FOR APPROXIMATELY 48 MILES. SITE IS ON THE RIGHT 0.4 MILES BEYOND THE INTERSECTION WITH ROUTE 611.

Approval Signatures

Date FLUVANNA COUNTY DIRECTOR OF PLANNING

Construction Certification

To the best of my knowledge this site is designed to comply with applicable Federal, State and Fluvanna Building Codes.

LANDOWNER

V.F.W. Post 8169
2977 W. River Road,
Scottsville, VA 24596

EROSION AND SEDIMENT CONTROL RESPONSIBLE LAND DISTURBER
NAME: JAMIE ADAMS CERTIFICATE #: 00402 EXPIRATION DATE: 12-16-2017

JOHNSON, MIRMIRAN & THOMPSON
Engineering A Brighter Future
9201 Arboretum Parkway Suite 140
Richmond, Virginia 23236
Phone (804) 323-9900
Fax (804) 323-0596

SEAL
COMMONWEALTH OF VIRGINIA
JEFFREY CRONIN
Lic. No. 037745
PROFESSIONAL ENGINEER

NCT
NATIONAL COMMUNICATION TOWERS

National Communication Towers, LLC
5413 Patterson Ave, Suite 101
Richmond, Va 23226
804-366-1165

REVISIONS

NO.	DATE	ISSUE

PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

DATE: 8-26-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

TITLE SHEET
T-1

Attachment D

GENERAL NOTES:

1. PROJECT DEVELOPER: NATIONAL COMMUNICATION TOWERS, LLC
   5413 PATTERSON AVE, SUITE 101
   RICHMOND, VA 23226

   PROPOSED USE: 254' TELECOMMUNICATIONS TOWER AND SUPPORTING FACILITY CONTAINED WITHIN A FENCED COMPOUND.

2. TOWER OWNER: NATIONAL COMMUNICATION TOWERS, LLC

3. LAND OWNER: V.F.W. POST 8169

4. ELECTRIC UTILITY: DOMINION VIRGINIA POWER
   1-866-366-4357

5. TELEPHONE UTILITY: VERIZON
   (877) 300-4498

6. ZONING APPROVAL: SUP 11:03 DECEMBER 22, 2011
   PROPERTY ZONING: A-1 AGRICULTURAL, GENERAL

7. TAX PARCEL NUMBER: 47-A-10

8. LATITUDE: N 37° 47'31.74"
   LONGITUDE: W 78° 26'44.94"

9. NCT WILL OBTAIN THE LAND DISTURBING PERMIT. THE CONTRACTOR SHALL SECURE ALL OTHER NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENT AGENCIES.

10. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.

11. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.

12. LOCATION OF EXISTING SEWER, WATER OR GAS LINES, CONDUITS OR OTHER STRUCTURES ACROSS, UNDERNEATH, OR OTHERWISE ALONG THE LINE OF PROPOSED WORK ARE NOT NECESSARILY SHOWN ON THE PLANS, AND IF SHOWN ARE ONLY APPROXIMATELY CORRECT. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES (INCLUDING TEST PITS BY HAND IF NECESSARY) IN AREAS OF CONSTRUCTION PRIOR TO STARTING WORK. CONTACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON PLANS. IF THERE APPEARS TO BE A CONFLICT, OR UPON THE DISCOVERY OF ANY UTILITY NOT SHOWN ON THE PLANS. FOR ASSISTANCE CALL "MISS UTILITY" 1-800-552-7001.

13. EXISTING PAVEMENT AND OTHER SURFACES DISTURBED BY THE CONTRACTOR (WHICH ARE NOT TO BE REMOVED) SHALL BE REPAIRED TO LIKE-NEW CONDITION.

14. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL DITCHES, PIPES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURES IN OPERABLE CONDITION.

15. THE CONTRACTOR SHALL COORDINATE WITH NCT THE REQUIREMENTS FOR AND LIMITS OF OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.

16. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTEED FOR ONE (1) FULL YEAR FROM THE DATE OF ACCEPTANCE.

17. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE IN A WEATHER PROOF CONTAINER AT ALL TIMES WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY COUNTY INSPECTORS.

18. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE IN WHICH IT IS TO BE PERFORMED.

19. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.

20. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.

21. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.

22. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNERS ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.

23. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD WORKING QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS, ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND THE ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.

25. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.

26. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH NCT FOR APPROVAL.

27. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES OR ORDINANCES. THE MOST STRINGENT CODE WILL APPLY IN THE CASE OF DISCREPANCIES OR DIFFERENCES IN THE CODE REQUIREMENTS.

28. ANY DAMAGE TO ADJACENT PROPERTIES WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.

29. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION LIMITS PRIOR TO CONSTRUCTION.

30. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES, SUBSTITUTIONS BETWEEN WORK AS SPECIFIED AND INSTALLED AND RECORD CHANGES ON A CLEAN SET OF CONTRACT DRAWINGS WHICH SHALL BE TURNED OVER TO THE NCT CONSTRUCTION MANAGER UPON COMPLETION OF PROJECT.

31. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION STAGING AREA WITH THE PROPERTY OWNER AND NCT WELL IN ADVANCE OF THE CONSTRUCTION START DATE.

32. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND PLAN DIMENSIONS, AND NOTIFY THE ARCHITECT AND ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

33. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE WORK SITE ON A DAILY BASIS.

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SEAL

COMMONWEALTH OF VIRGINIA
JEFFREY CRONIN
Lic. No. 037745
PROFESSIONAL ENGINEER

NCT
NATIONAL COMMUNICATION TOWERS

National Communication Towers, LLC
5413 Patterson Ave, Suite 101
Richmond, Va 23226
804-366-1165

REVISIONS

NO.	DATE	ISSUE

PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

DATE: 8-29-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: ~~S.M.M.~~

SHEET TITLE

GENERAL NOTES
T-2

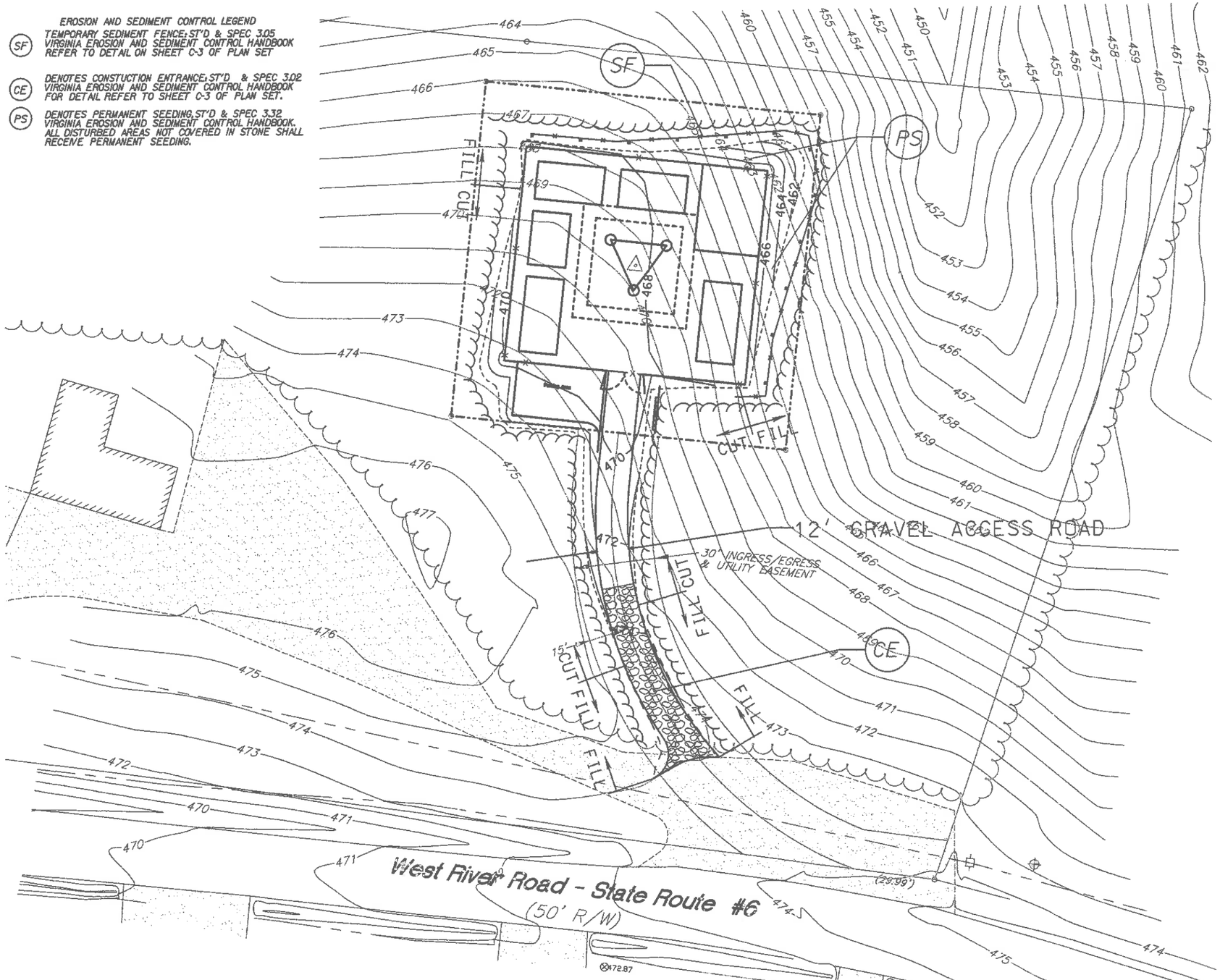
Attachment D

EROSION AND SEDIMENT CONTROL LEGEND

(SF) TEMPORARY SEDIMENT FENCE; ST'D & SPEC 3.05 VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK REFER TO DETAIL ON SHEET C-3 OF PLAN SET

(CE) DENOTES CONSTUCTION ENTRANCE; ST'D & SPEC 3.02 VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK FOR DETAIL REFER TO SHEET C-3 OF PLAN SET.

(PS) DENOTES PERMANENT SEEDING, ST'D & SPEC 3.32 VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK. ALL DISTURBED AREAS NOT COVERED IN STONE SHALL RECEIVE PERMANENT SEEDING.



FEATURE	QUANTITY ESTIMATE	COST ESTIMATE
SILT FENCE	215 LINEAR FEET	215 LF * $2.00/LF = $430
CONSTRUCTION ENTRANCE	1 EA	1 EA. * $500/EA. = $500
SEED AND STRAW	3600 SQ FT = 400 SY	400 SY * $1.10/SY = $440
		TOTAL $1370

AREAS OF DISTURBANCE	
NEW ACCESS ROAD TO FENCE	12'x150'=1800 SF = 0.04 AC
PARKING AREA	20'x30'=600 SF = 0.01 AC
COMPOUND AREA	80'x80'= 6400 SF = 0.15 AC
CUT AND FILL SLOPES	3600 SF = 0.08 AC
TOTAL	12,400 SF = 0.28 AC

SITE PLAN

20' 0' 20' 40'
SCALE : 1" = 20'-0"

CONTOUR INTERVAL: 1 FT.

LEGEND

- 95 EXISTING CONTOUR
- LEASE AREA
- EDGE OF GRAVEL ROAD
- CENTERLINE OF ROAD
- 95 PROPOSED CONTOURS
- SILT FENCE
- TREE LINE

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PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

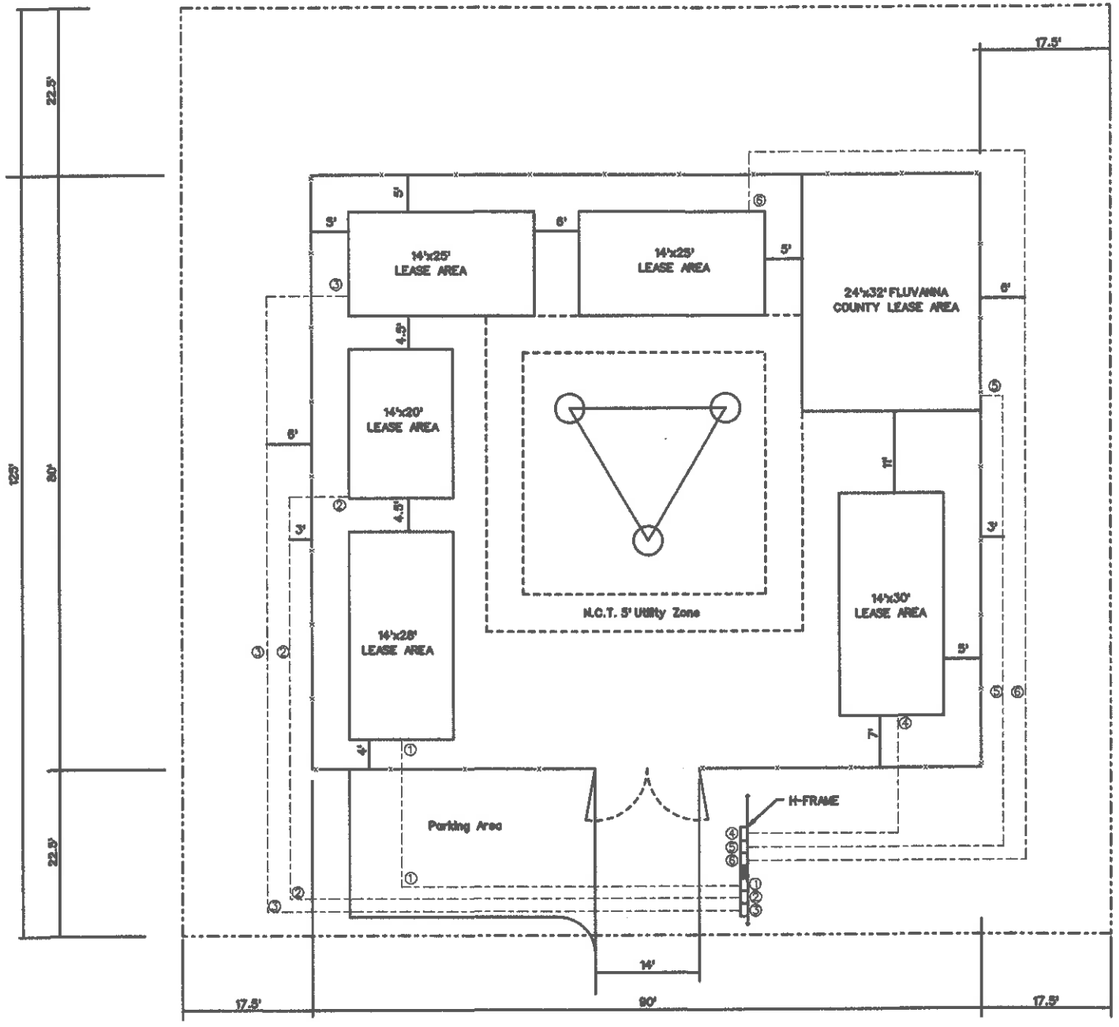
DATE: 8-26-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

SITE PLAN

A-1

Attachment D



NOTES:

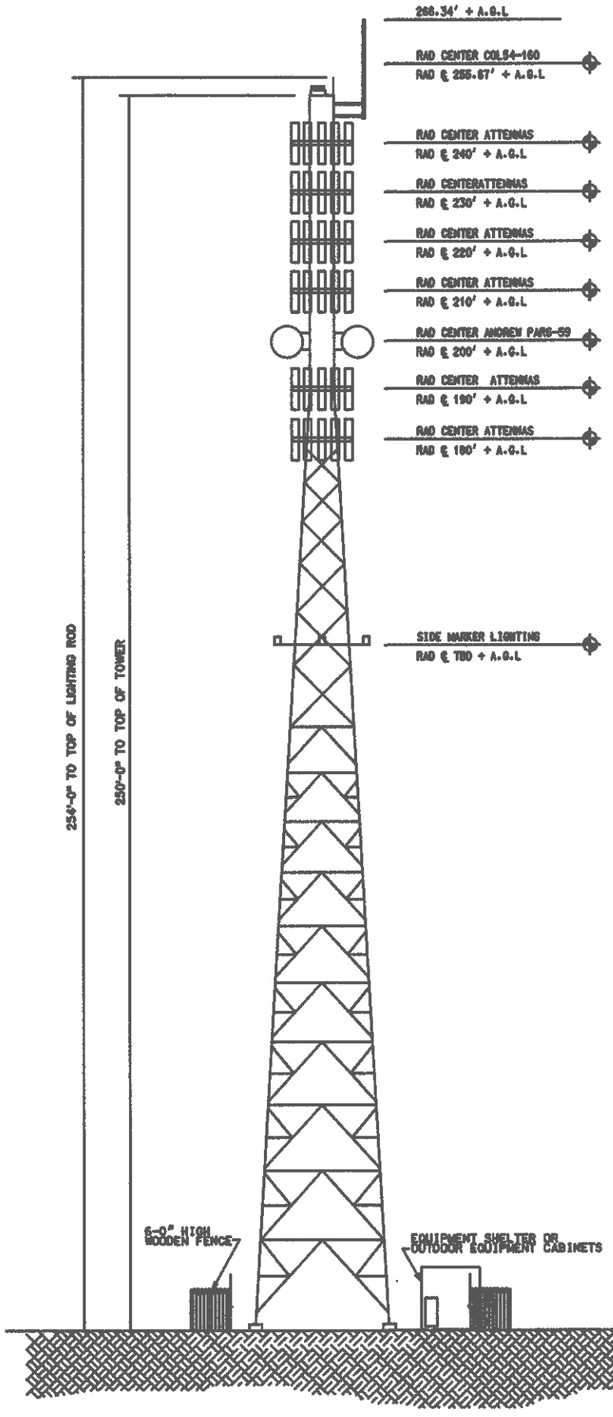
1. 250' LATTICE TOWER.
2. MAX. HEIGHT TO BE 254'.
3. TOWER WILL BE LIGHTED IN ACCORDANCE WITH FAA STANDARDS.
4. TOWER COORDINATES
   LATITUDE: N 37° 47'31.74"
   LONGITUDE: W 78° 28'44.94"
5. TOWER DESIGN FOR A MINIMUM OF 6 CARRIERS.
6. NO HABITABLE STRUCTURES ALLOWED WITHIN LEASED PREMISES.
7. FACILITY CONSTRUCTION STANDARDS SHALL MEET OR EXCEED APPLICABLE U.S. AND ANSI HEALTH AND SAFETY STANDARDS.
8. NO ADVERTISING SHALL BE ALLOWED ON TOWER OR WITHIN LEASED PREMISES OR WITHIN ACCESS/UTILITY EASEMENT.

RF MAP

TOWER USER	NUMBER OF ANTENNA	TYPE OF ANTENNA	BOTTOM ATENNA HT.	ANTENNA LENGTH	TOP ANTENNA HT.	RAD CENTER	SEPARATION TO ABOVE

COMPOUND LAYOUT PLAN

10' 0' 10' 20'
SCALE : 1" = 10'-0"



TOWER ELEVATION

15' 0' 15' 30'
SCALE : 1" = 15'-0"

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SHEET TITLE

COMPOUND LAYOUT
&
TOWER ELEVATION
A-2

Attachment D

Virginia Runoff Reduction Method Worksheet

DEQ Virginia Runoff Reduction Method New Development Compliance Spreadsheet - Version 3.0

BMP Design Specifications List: 2013 Draft Stds & Specs

Site Summary

Total Rainfall = 43 inches

Site Land Cover Summary

	A soils	B Soils	C Soils	D Soils	Totals	% of Total
Forest/Open (acres)	0.00	1.50	0.00	0.00	1.50	74
Managed Turf (acres)	0.00	0.24	0.00	0.00	0.24	12
Impervious Cover (acres)	0.00	0.28	0.00	0.00	0.28	14
					2.02	100

Site Tv and Land Cover Nutrient Loads

Site Rv	0.18
Treatment Volume (ft³)	1,303
TP Load (lb/yr)	0.82
TN Load (lb/yr)	5.86

Total TP Load Reduction Required (lb/yr)	-0.01	** TP LOAD REDUCTION NOT REQUIRED

Site Compliance Summary

Total Runoff Volume Reduction (ft³)	0
Total TP Load Reduction Achieved (lb/yr)	0.00
Total TN Load Reduction Achieved (lb/yr)	0.00
Remaining Post Development TP Load (lb/yr)	0.82
Remaining TP Load Reduction (lb/yr) Required	0.00

** TARGET TP REDUCTION EXCEEDED BY 0.01 LB/YEAR **

Drainage Area Summary

	D.A. A	D.A. B	D.A. C	D.A. D	D.A. E	Total
Forest/Open (acres)	0.00	0.00	0.00	0.00	0.00	0.00
Managed Turf (acres)	0.00	0.00	0.00	0.00	0.00	0.00
Impervious Cover (acres)	0.00	0.00	0.00	0.00	0.00	0.00
Total Area (acres)	0.00	0.00	0.00	0.00	0.00	0.00

Drainage Area Compliance Summary

	D.A. A	D.A. B	D.A. C	D.A. D	D.A. E	Total
TP Load Reduced (lb/yr)	0.00	0.00	0.00	0.00	0.00	0.00
TN Load Reduced (lb/yr)	0.00	0.00	0.00	0.00	0.00	0.00

STORMWATER RUNOFF CALCULATIONS

AREA 1

TIME OF CONCENTRATION = 7 MIN
RAINFALL INTENSITY (1 YEAR) = 2.77 in/hr

RUNOFF COEFFECIENT

WEIGHTED AVERAGE "C" = 0.90x0.05ac=0.05 (Existing parking lot and house)
= 0.25x1.9ac=0.48 (Forest)
= 0.35x0.09ac=0.03 (Lawn)

TOTAL =0.56

$= \frac{0.56}{2.02} = 0.28$

(POST) AREA 1 LAND USE:

WEIGHTED AVERAGE "C" = 0.90x0.05ac=0.05 (Existing parking lot and house)
= 0.25x1.5ac=0.38 (Forest)
= 0.35x0.24ac=0.08(Turf)
= 0.60x0.15ac=0.09 (Compound)
= 0.60x0.05ac=0.02 (Access Road & Parking)

TOTAL =0.62

$= \frac{0.62}{2.02} = 0.30$

STORMWATER RUNOFF

(PRE) $Q_1 = CxIxA = 0.28x2.77$ in/hr x 2.02 ac =1.57 cfs

(POST) $Q_1 = CxIxA = 0.30x2.77$ in/hr x 2.02 ac = 1.67 cfs

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VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

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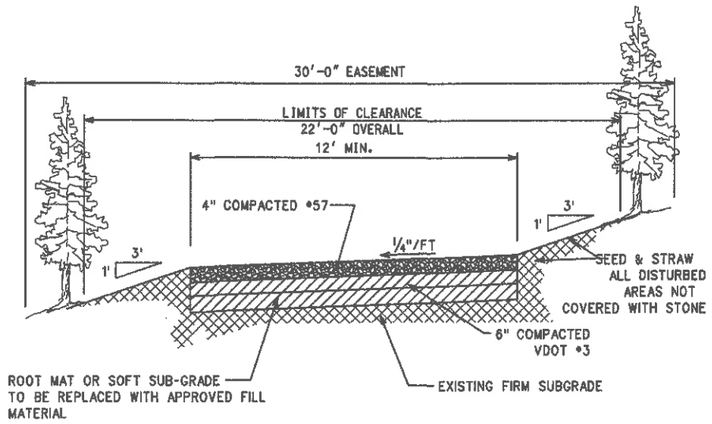
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

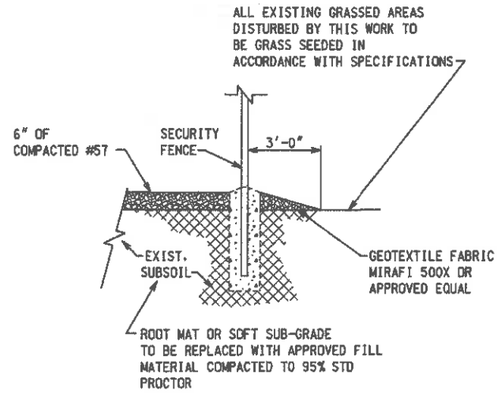
DRAINAGE CALCULATIONS

A-3



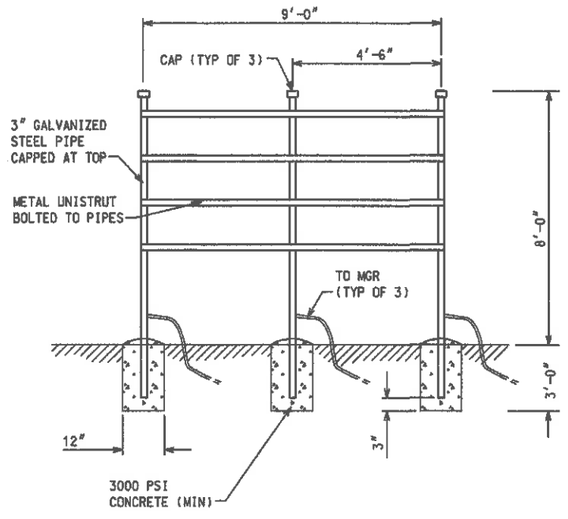
SECTION B-BTHROUGH STONE AGGREGATE ACCESS ROAD

NOT TO SCALE



STONE APRON DETAIL

NOT TO SCALE

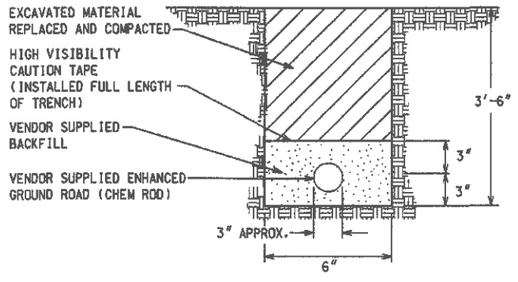


H-FRAME ELEVATION

NOT TO SCALE

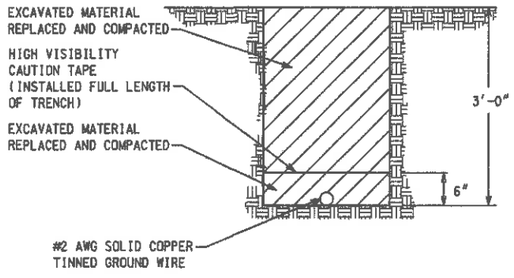
NOTES:

1. NCT TO COORDINATE WITH TENANTS AND UTILITY COMPANIES FOR SERVICE ATTACHMENTS



MGR TRENCHING DETAIL- CHEM ROD

NOT TO SCALE



MGR TRENCHING DETAIL- GROUND WIRE

NOT TO SCALE

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PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

DATE: 8-26-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

CIVIL NOTES & DETAILS

C-1

Attachment D

EROSION AND SEDIMENT CONTROL NOTES

THE PURPOSE OF THE EROSION CONTROL MEASURES SHOWN ON THESE PLANS SHALL BE TO PRECLUDE THE TRANSPORT OF ALL WATERBORNE SEDIMENTS RESULTING FROM CONSTRUCTION ACTIVITIES FROM ENTERING ONTO ADJACENT PROPERTIES OR STATE WATERS. IF FIELD INSPECTION REVEALS THE INADEQUACY OF THE PLAN TO CONFINE SEDIMENT TO THE PROJECT SITE, APPROPRIATE MODIFICATIONS WILL BE MADE TO CORRECT ANY PLAN DEFICIENCIES. IN ADDITION TO THESE NOTES, ALL PROVISIONS OF THE VIRGINIA EROSION AND SEDIMENT CONTROL REGULATIONS SHALL APPLY TO THIS PROJECT.

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE "VIRGINIA EROSION AND SEDIMENT CONTROL HANDBOOK." THE CONTRACTOR SHALL BE THOROUGHLY FAMILIAR WITH ALL APPLICABLE MEASURES CONTAINED THEREIN WHICH MAY BE PERTINENT TO THIS PROJECT.

2. IF REQUIRED, CONTRACTOR SHALL INSTALL A TEMPORARY CONSTRUCTION ENTRANCE TO PREVENT TRACKING OF MUD ONTO PUBLIC RIGHT-OF WAYS. AN ENTRANCE PERMIT FROM VDOT IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN STATE RIGHT-OF-WAYS. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE THOROUGHLY CLEANED AT THE END OF EACH DAY.

3. A PRECONSTRUCTION MEETING SHALL BE HELD ON SITE BETWEEN THE DEVELOPER, THE CONTRACTOR AND THE COUNTY E&S INSPECTOR OR REPRESENTATIVE PRIOR TO ISSUANCE OF A NOTICE TO PROCEED AND THE LAND DISTURBING PERMIT. THE CONTRACTOR WILL SUPPLY THE COUNTY WITH THE NAME OF THE INDIVIDUAL WHO WILL BE RESPONSIBLE FOR ENSURING MAINTENANCE OF INSTALLED MEASURES ON A DAILY BASIS.

4. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT ON-SITE MUST BE CONSTRUCTED AS A FIRST STEP IN GRADING AND BE MADE FUNCTIONAL BEFORE UPSLOPE LAND DISTURBANCE TAKES PLACE. EARTHEN STRUCTURES SUCH AS DAMS, DIKES, AND DIVERSIONS MUST BE SEEDED AND MULCHED IMMEDIATELY AFTER INSTALLATION. PERIODIC INSPECTIONS OF THE EROSION CONTROL MEASURES SHALL BE MADE TO ASSESS THEIR CONDITION. ANY NECESSARY MAINTENANCE OF THE MEASURES SHALL BE ACCOMPLISHED IMMEDIATELY UPON NOTIFICATION BY THE COUNTY AND SHALL INCLUDE THE REPAIR OF MEASURES DAMAGED BY ANY SUBCONTRACTOR INCLUDING THOSE OF THE PUBLIC UTILITY COMPANIES.

5. SURFACE FLOWS OVER CUT AND FILL SLOPES SHALL BE CONTROLLED BY EITHER REDIRECTING FLOWS FROM TRANSVERSING THE SLOPES OR BY INSTALLING MECHANICAL DEVICES TO SAFELY LOWER WATER DOWNSLOPE WITHOUT CAUSING EROSION. A TEMPORARY FILL DIVERSION (STD. & SPEC. 3.10) SHALL BE INSTALLED PRIOR TO THE END OF EACH WORKING DAY.

6. SEDIMENT CONTROL MEASURES MAY REQUIRE MINOR FIELD ADJUSTMENTS AT TIME OF CONSTRUCTION TO INSURE THEIR INTENDED PURPOSE IS ACCOMPLISHED. COUNTY APPROVAL WILL BE REQUIRED FOR OTHER DEVIATIONS FROM THE APPROVED PLANS.

7. THE CONTRACTOR SHALL PLACE SOIL STOCKPILES AT THE LOCATIONS SHOWN ON THIS PLAN OR AS DIRECTED BY THE ENGINEER. SOIL STOCKPILES SHALL BE STABILIZED WITH SEED & STRAW OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. OFF-SITE WASTE OR BORROW AREAS SHALL BE APPROVED BY NCT PRIOR TO THE IMPORT OF ANY BORROW OR EXPORT OF ANY WASTE TO OR FROM THE PROJECT SITE.

8. THE CONTRACTOR SHALL COMPLETE DRAINAGE FACILITIES WITHIN 7 DAYS FOLLOWING COMPLETION OF ROUGH GRADING AT ANY POINT WITHIN THE PROJECT. THE INSTALLATION OF DRAINAGE FACILITIES SHALL TAKE PRECEDENCE OVER ALL UNDERGROUND UTILITIES. OUTFALL DITCHES FROM DRAINAGE STRUCTURES SHALL BE STABILIZED IMMEDIATELY AFTER CONSTRUCTION OF SAME. THIS INCLUDES INSTALLATION OF EROSION STONE OR PAVED DITCHES WHERE REQUIRED. ANY DRAINAGE OUTFALLS REQUIRED FOR A STREET MUST BE COMPLETED BEFORE STREET GRADING OR UTILITY INSTALLATION BEGINS.

9. PERMANENT OR TEMPORARY SOIL STABILIZATION MUST BE APPLIED TO ALL DENUDED AREAS WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. SOIL STABILIZATION MUST ALSO BE APPLIED TO DENUDED AREAS WHICH MAY NOT BE AT FINAL GRADE BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN 30 DAYS. SOIL STABILIZATION MEASURES INCLUDE VEGETATIVE ESTABLISHMENT, MULCHING AND THE EARLY APPLICATION OF GRAVEL BASE MATERIAL ON AREAS TO BE PAVED.

10. NO MORE THAN 300 FEET OF SANITARY SEWER, STORM SEWER, WATERLINES, OR UNDERGROUND UTILITY LINES ARE TO BE OPEN AT ONE TIME. FOLLOWING INSTALLATION OF ANY PORTION OF THESE ITEMS, ALL DISTURBED AREAS ARE TO BE IMMEDIATELY STABILIZED (I.E., THE SAME DAY).

11. IF DISTURBED AREA STABILIZATION IS TO BE ACCOMPLISHED DURING THE MONTHS OF DECEMBER, JANUARY, OR FEBRUARY, STABILIZATION SHALL CONSIST OF MULCHING IN ACCORDANCE WITH SPECIFICATION 3.35. SEEDING WILL THEN TAKE PLACE AS SOON AS THE SEASON PERMITS.

12. THE TERM SEEDING, FINAL VEGETATIVE COVER OR STABILIZATION, ON THIS PLAN MEAN THE SUCCESSFUL GERMINATION AND ESTABLISHMENT OF A STABLE GRASS COVER FROM A PROPERLY PREPARED SEEDBED CONTAINING THE SPECIFIED AMOUNTS OF SEED, LIME, AND FERTILIZER IN ACCORDANCE WITH SPECIFICATION 3.32, PERMANENT SEEDING. IRRIGATION SHALL BE REQUIRED AS NECESSARY TO ENSURE ESTABLISHMENT OF GRASS COVER.

13. ALL SLOPES STEEPER THAN 3:1 SHALL REQUIRE THE USE OF EROSION CONTROL BLANKETS SUCH AS EXCELSIOR BLANKETS TO AID IN THE ESTABLISHMENT OF A VEGETATIVE COVER. INSTALLATION SHALL BE IN ACCORDANCE WITH SPECIFICATION 3.35, MULCHING AND MANUFACTURER'S INSTRUCTIONS. NO SLOPES SHALL BE CREATED STEEPER THAN 2:1.

14. TEMPORARY EROSION CONTROL MEASURES SUCH AS SILT FENCE ARE NOT TO BE REMOVED UNTIL ALL DISTURBED AREAS ARE STABILIZED. AFTER STABILIZATION IS COMPLETE, AND THE COUNTY HAS GIVEN APPROVAL, MEASURES SHALL BE REMOVED WITHIN 30 DAYS. TRAPPED SEDIMENT SHALL BE SPREAD AND SEEDED.

15. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS FIELD CONDITIONS WARRANT.

EROSION AND SEDIMENT CONTROL NARRATIVE

THE VFW TELECOMMUNICATIONS FACILITY IS LOCATED OFF ROUTE 6 WEST RIVER ROAD, IN FLUVANNA COUNTY. THE PROPOSED FACILITY LIES ON TAX MAP PARCEL 47-A-10. THE PROPOSED USE IS TO LOCATE A TELECOMMUNICATIONS TOWER AND EQUIPMENT PAD. THE PROJECT WILL DISTURB 0.28 ACRES OR 12,400 SQUARE FT.

THE EXISTING PARCEL IS LOCATED WITHIN WOODS. DRAINAGE FROM THE PROJECT SITE FLOWS TOWARDS AN UN-NAMED TRIBUTARY OF THE HARDWARE RIVER.

THE ACCESS ROAD AND THE TOWER SITE HAVE BEEN PLACED TO AVOID CRITICAL AREAS AND PREVENT SERIOUS EROSION PROBLEMS. THE PROPOSED 80 FT x 90 FT COMPOUND IS ALSO SLOPED AT 2 PERCENT TOWARDS THE SOUTHWEST (LOW SIDE) TO FACILITATE DRAINAGE.

THERE WILL BE NO OFF SITE LAND DISTURBING ACTIVITIES, NOR WILL ADJACENT PROPERTIES BE IMPACTED. NO SOIL WILL BE IMPORTED FROM OFF SITE. NO SOIL WILL BE EXPORTED OFF SITE.

NO MAJOR GRADING WILL RESULT FROM THE CONSTRUCTION OF THE ACCESS ROAD. THE PROFILE OF THE ACCESS ROAD WILL FOLLOW THE EXISTING GRADE THROUGHOUT ITS LENGTH. SILT FENCE (STD & SPEC 3.05) IS PLACED ALONG THE FILL SLOPES OF THE ACCESS ROAD AND THE CELL SITE COMPOUND. ALL DISTURBED AREAS THAT WILL NOT BE PAVED WILL BE SEEDED IMMEDIATELY.

SEQUENCE OF CONSTRUCTION

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AND SILT FENCE PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITY.
2. BEGIN CLEARING AND GRADING OPERATIONS. MINIMIZE CLEARING OF TREES TO ONLY THOSE AREAS NECESSARY FOR PLACEMENT OF THE ACCESS ROAD AND TOWER SITE.
3. FINE GRADE SITE AND BEGIN GRAVEL PLACEMENT.
4. ONCE THE SITE WORK IS COMPLETED AND SITE IS STABILIZED REMOVE ALL TEMPORARY CONTROL MEASURES.

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SEAL

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NATIONAL COMMUNICATION TOWERS

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REVISIONS

NO.	DATE	ISSUE

PROJECT NAME

VFW
SCOTTSVILLE
SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

DATE: 8-26-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

EROSION & SEDIMENT CONTROL NOTES

C-2

EROSION AND SEDIMENT CONTROL MEASURES

An erosion and sediment control program adopted by a district or locality must be consistent with the following criteria, techniques and methods:

1. Permanent or temporary soil stabilization shall be applied to denuded areas within seven days after final grade is reached on any portion of the site. Temporary soil stabilization shall be applied within seven days to denuded areas that may not be at intial grade but will remain dormant for longer than 30 days. Permanent stabilization shall be applied to areas that are to be left dormant for more than one year.

2. During construction of the project, soil stockpiles and borrow areas shall be stabilized or protected with sediment trapping measures. The applicant is responsible for the temporary protection and permanent stabilization of all soil stockpiles on site as well as borrow areas and soil intentionally transported from the project site.

3. A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until a ground cover is achieved that, is uniform, mature enough to survive and will inhibit erosion.

4. Sediment basins and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land-disturbing activity and shall be made functional before upslope land disturbance takes place.

5. Stabilization measures shall be applied to earthen structures such as dams, dikes, and diversions immediately after installation.

6. Sediment traps and sediment basins shall be designed and constructed based upon the total drainage area to be served by the trap or basin.

a. The minimum storage capacity of a sediment trap shall be 134 cubic yards per acre of drainage area and the trap shall only control drainage areas less than three acres.

b. Surface runoff from disturbed areas that is comprised of flow from drainage areas greater than or equal to three acres shall be controlled by a sediment basin. The minimum storage capacity of a sediment basin shall be 134 cubic yards per acre of droage area. The outfall system shall, at a minimum, maintain the structural integrity of the basin during a twenty-five year storm of 24-hour duration. Runoff coefficients used in runoff calculations shall correspond to a bare earth condition or those conditions expected to exist while the sediment basin is utilized.

7. Cut and fill slopes shall be designed and constructed in a manner that will minimize erosion. Slopes that are found to be eroding excessively within one year of permanent stabilization shall be provided with additional slope stabilizing measures until the problem is corrected.

8. Concentrated runoff shall not flow down cut or fill slopes unless contained within an adequate temporary or permanent channel, flume or slope drain structure.

9. Whenever water seeps from a slope face, adequate drainage or other protection shall be provided.

10. All storm sever inlets that are made operable during construction shall be protected so that sediment-laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.

11. Before newly constructed stormwater conveyance channels or pipes are made operational, adequate outlet protection and any required temporary or permanent channel lining shall be installed in both the conveyance channel and receiving channel.

12. When work in a live watercourse is performed, precautions shall be taken to minimize encroachment, control sediment transport and stabilize the work area to the greatest extent possible during construction. Nonerodible material shall be used for the construction of causeways and cofferdams. Earthen fill may be used for these structures if armored by nonerodible cover materials.

13. When a live watercourse must be crossed by construction vehicles more than twice in any six-month period, a temporary vehicular stream crossing constructed of nonerodible material shall be provided.

14. All applicable federal, state and local regulations pertaining to working in or crossing live watercourses shall be met.

15. The bed and banks of a watercourse shall be stabilized immediately after work in the watercourse is completed.

16. Underground utility lines shall be installed in accordance with the following standards in addition to other applicable criteria:

a. No more that 500 linear feet of trench may be opened at one time.

b. Excavated material shall be placed on the uphill side of trenches.

c. Effluent from dewatering operations shall be filtered or passed through an approved sediment trapping device, or both, and discharged in a manner that does not adversely affect flowing streams or off-site property.

d. Material used for backfilling trenches shall be properly compacted in order to minimize erosion and promote stabilization.

e. Restabilization shall be accomplished in accordance with these regulations.

f. Applicable safety regulations shall be compiled with.

17. Where construction vehicle access routes intersect paved or public roads, provisions shall be made to minimize the transport of sediment by vehicular tracking onto the paved surface. Where sediment is transported onto a paved or public road surface, the road surface shall be cleaned thoroughly at the end of each day. Sediment shall be removed from the roads by shoveling or sweeping and transported to a sediment control disposal area. Street washing shall be allowed only after sediment is removed in this manner. This provision shall apply to individual development lots as well as to large land-disturbing activities.

18. All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization or after the temporary measures are no longer needed, unless otherwise authorized by the local program authority. Trapped sediment and the disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion and sedimentation.

19. Properties and waterways downstream from development sites shall be protected from sediment deposition, erosion and damage due to increases in volume, velocity and peak flow rate of stormwater runoff for the stated frequency storm of 24-hour duration in accordance with the following standards and criteria:

a. Concentrated stormwater runoff leaving a development site shall be discharged directly into an adequate natural or man-made receiving channel, pipe or storm sewer system. For those sites where runoff is discharged into a pipe or pipe system, downstream stability analyses at the outfall of the pipe or pipe system shall be performed.

b. Adequacy of all channels and pipes shall be verified in the following manner:

1) The applicant shall demonstrate that the total drainage area to the point of analysis within the channel is one hundred times greater than the contributing drainage area of the project in question; or

2) (a) Natural channels shall be analyzed by the use of a two-year storm to verify that stormwater will not overtop channel banks nor cause erosion of channel bed or banks; and

(b) All previously constructed man-made channels shall be analyzed by the use of ten-year storm to verify that stormwater will not overtop its banks and by the use of a two-year storm to demonstrate that stormwater will not cause erosion of channel ed or banks; and

(c) Pipes and storm sewer systems shall be analyzed by the use of a ten-year storm to verify that stormwater will be contained within the pipe or system.

c. If existing natural receiving channels or previously constructed man-made channels or pipes are not adequate, the applicant shall:

1) Improve the channel to a condition where a ten-year storm will not overtop the banks and a two-year storm will not cause erosion to the channel bed or banks; or

2) Improve the pipe or pipe system to a condition where the ten-year storm is contained within the appurtenances; or

3) Develop a site design that will not cause the pre-development peak runoff rate from a two-year storm to increase when runoff outfalls into a natural channel or will not cause the pre-development peak runoff rate from a ten-year storm to increase when noff outfalls into a man-made channels; or

4) Provide a combination of channel improvement, stormwater detention or other measures which is satisfactory to the plan-approving authority to prevent downstream erosion.

d. The applicant shall provide evidence of permission to make the improvements.

e. All hydrologic analyses shall be based on the existing watershed characteristics and the ultimate development of the subject project.

f. If the applicant chooses an option that includes stormwater detention he shall obtain approval from the locality of a plan for maintenance of the detention facilities. The plan shall set forth the maintenance requirements of the facility and the person responsible for performing the maintenance.

g. Outfall from a detention facility shall be discharged to a receiving channel, and energy dissipators shall be placed at the outfall of all detention facilities as necessary to provide a stabilized transition from the facility to the receiving channel.

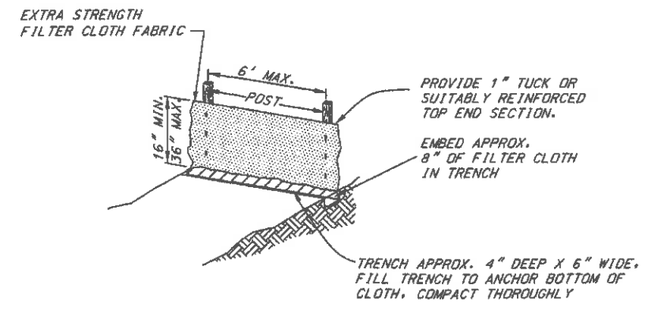
h. All on-site channels must verified to be adequate.

i. Increased volumes of sheet flows that may cause erosion or sedimentation on adjacent property shall be diverted to a stable outlet, adequate channel, pipe or pipe system, or to a detention facility.

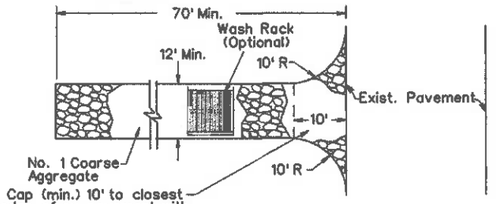
j. In applying these stormwater runoff criteria, individual lots or parcels in a residential, commercial or industrial development shall not be considered to be separate development projects. Instead, the development, as a whole, shall be considered be a single development project. Hydrologic parameters that reflect the ultimate development condition shall be used in all engineering calculations.

k. All measures used to protect properties and waterways shall be employed in a manner which minimizes impacts on the physical, chemical and biological integrity of the rivers, streams, and other waters of the state.

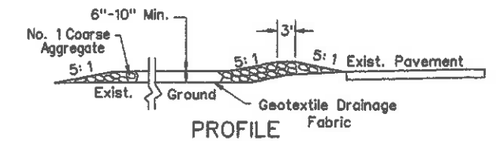
TEMPORARY SILT FENCE



MINIMUM REQUIREMENTS FOR STABILIZED CONSTRUCTION ENTRANCE



PLAN



PROFILE

Surface water shall be piped under the construction entrance. If piping is impractical, a mountable berm with 5:1 slopes will be permitted.

The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or cleanout of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way shall be removed immediately.

Wheels shall be cleaned to remove sediment prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with stone and which drains into an approved sediment trapping device.

Periodic inspection and needed maintenance shall be provided after heavy use and each rain.

Cost of Stabilized Construction Entrances are to be included in other pay items.

NOTE:WASH RACK NOT REQUIRED

CONTRACTOR SHALL KEEP EXISTING ROADS FREE OF SOIL BUILDUP AT ALL TIMES.

SITE SPECIFIC SEEDING MIXTURES FOR PIEDMONT AREA	Total Lbs. Per Acre
Minimum Care Lawn	
-Commercial or Residential	175-200 lbs
-Kentucky 31 or Turf-Type Tall Fescue	95-100%
-Improved Perennial Ryegrass	0-5%
- Kentucky Bluegrass	0-5%
High-Maintenance Lawn	
-Kentucky 31 or Turf-Type Tall fescue	200-250 lbs. 100%
General Slope (3:1 or less)	
-Kentucky 31 Fescue	128 lbs.
-Red Top Grass	2 lbs.
-Seasonal Nurse Crop*	20lbs.
	150 lbs.
Low Maintenance Slope (Steeper than 3:1)	
- Kentucky 31 Tall Fescue	108 lbs.
- Red top Grass	2 lbs.
-Seasonal Nurse Crop*	20 lbs.
-Crownvetch**	20 lbs.
	150 lbs.

* Use seasonal nurse crop in accordance with seeding dates as stated below:
February 16th through April.....Annual Rye
May 1st through August 15th.....Foxtail Millet
August 16th through October.....Annual Rye
November through February 15th.....Winter Rye

** Substitute Serlcea lespedeza for Crownvetch east of Farmville, VA. (May through Septemebr use hulled Serlcea, all other periods, use unhulled Serlcea). If Flatpea is used in lieu of Crownvetch, increase rate to 30 lbs./acrea. All legume seed must be properly inoculated. Weeping Lovegrass may be added to any slopeor low-maintenance mix during warmer sedding perios: add 10-20 lbs./acre in mixes.

MULCH FOR PERMANENT SEEDING

MULCHES:	RATES:		NOTES:
	PER ACRE	PER 1000 SQ. FT.	
STRAW OR HAY	1½ - 2 TONS (MIN. 2 TONS FOR WINTER COVER)	70-90 LBS	FREE FROM WEEDS AND COARSE MATTER. MUST BE ANCHORED. SPREAD WITH MULCH BLOWER OR BY HAND.

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NCT
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REVISIONS

NO.	DATE	ISSUE

PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

DATE: 8-26-2016

SCALE: AS SHOWN

DESIGNED: J.C.

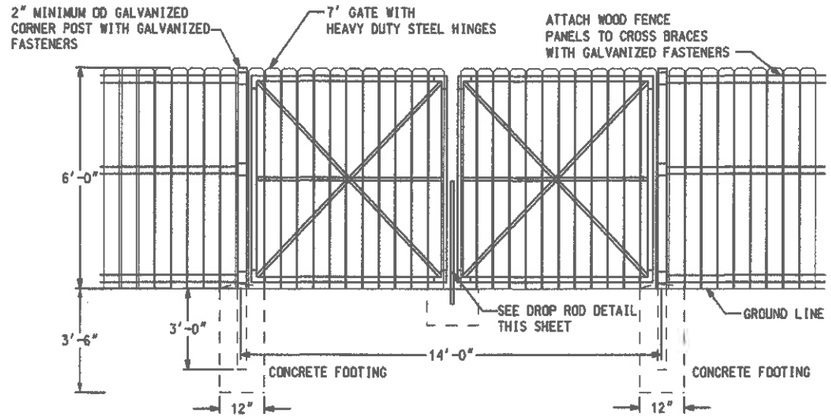
CHECKED: A.D.

SHEET TITLE

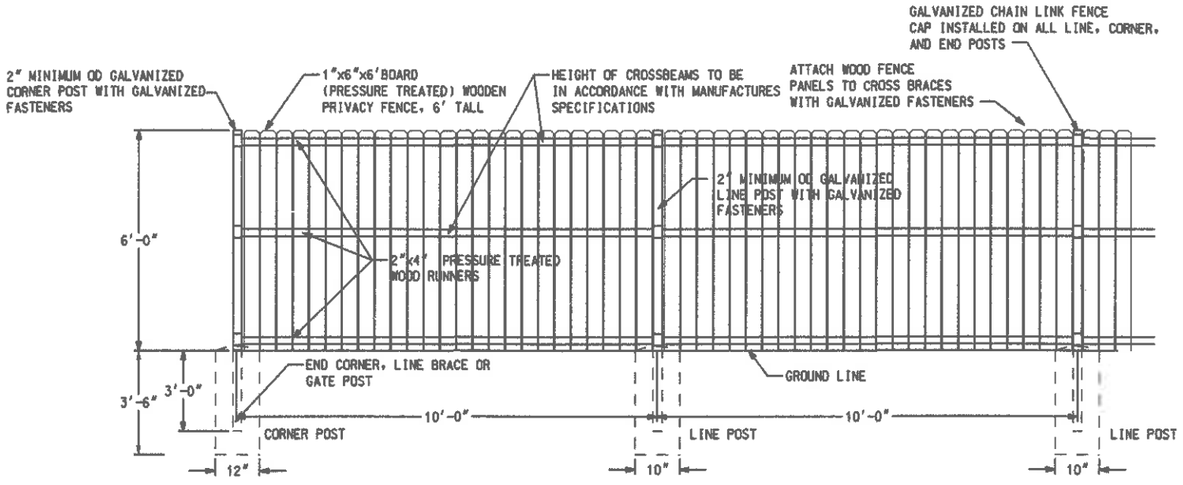
EROSION & SEDIMENT CONTROL MEASURES & DETAILS

C-3

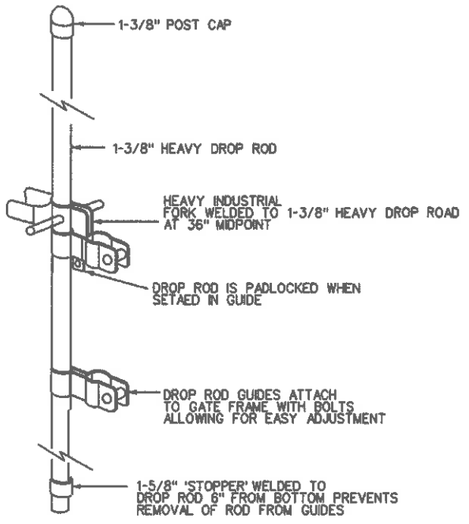
Attachment D



GATES AND ADJACENT PANELS
NOT TO SCALE



LINE PANELS
NOT TO SCALE



GATE STOP/KEEPER DETAIL
NOT TO SCALE

NOTES:

1. CONTRACTOR TO PROVIDE PROGRAMABLE COMBINATION LOCK (4 TABS). COMBINATION TO BE SET BY TOWER OWNER
   REFERENCES - FEDERAL SPECIFICATIONS/FSC RR-F-191J (7/22/81)
2. QUALITY ASSURANCE
   A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THE SPECIFICATION SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL.
3. CONTRACTOR TO SUPPLY CONCRETE FOR POST FOUNDATIONS ALL RAIL PIPE AND POSTS TO BE SCHEDULE 40

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PROJECT NAME

VFW SCOTTSVILLE SITE

WEST RIVER ROAD (RTE 6)
CUNNINGHAM DISTRICT
FLUVANNA COUNTY
VIRGINIA

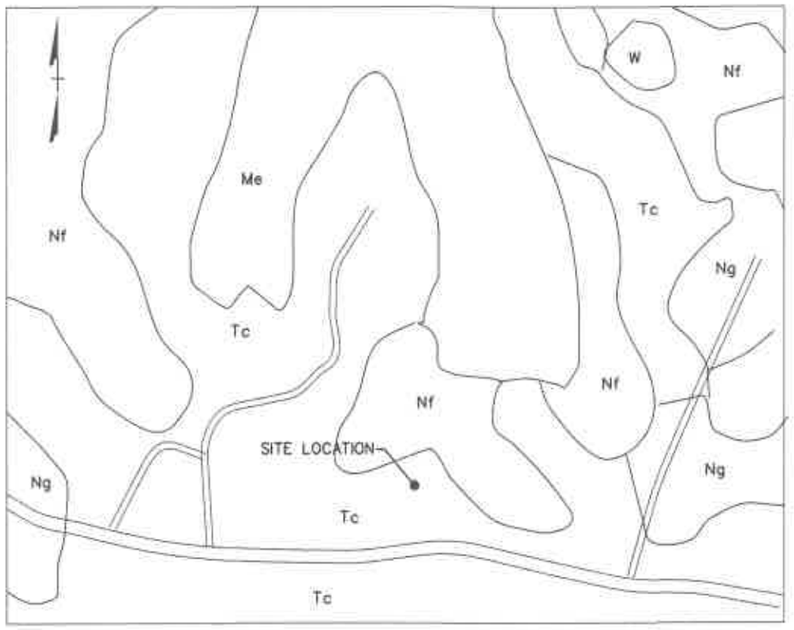
DATE: 8-26-2016
SCALE: AS SHOWN
DESIGNED: J.C.
CHECKED: A.D.

SHEET TITLE

FENCE NOTES & DETAILS

C-4

Attachment D



FLUVANNA COUNTY VIRGINIA

SOIL TYPE:

Tc	Tatum	Silt Loam, Undulating Phase	Hydrologic Soil Group B
Nf	Nansum	Silt Loam, Rolling Phase	Hydrologic Soil Group B
Ng	Nansum	Silt Loam, Undulating Phase	Hydrologic Soil Group B

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WEST RIVER ROAD (RTE 6)
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FLUVANNA COUNTY
VIRGINIA

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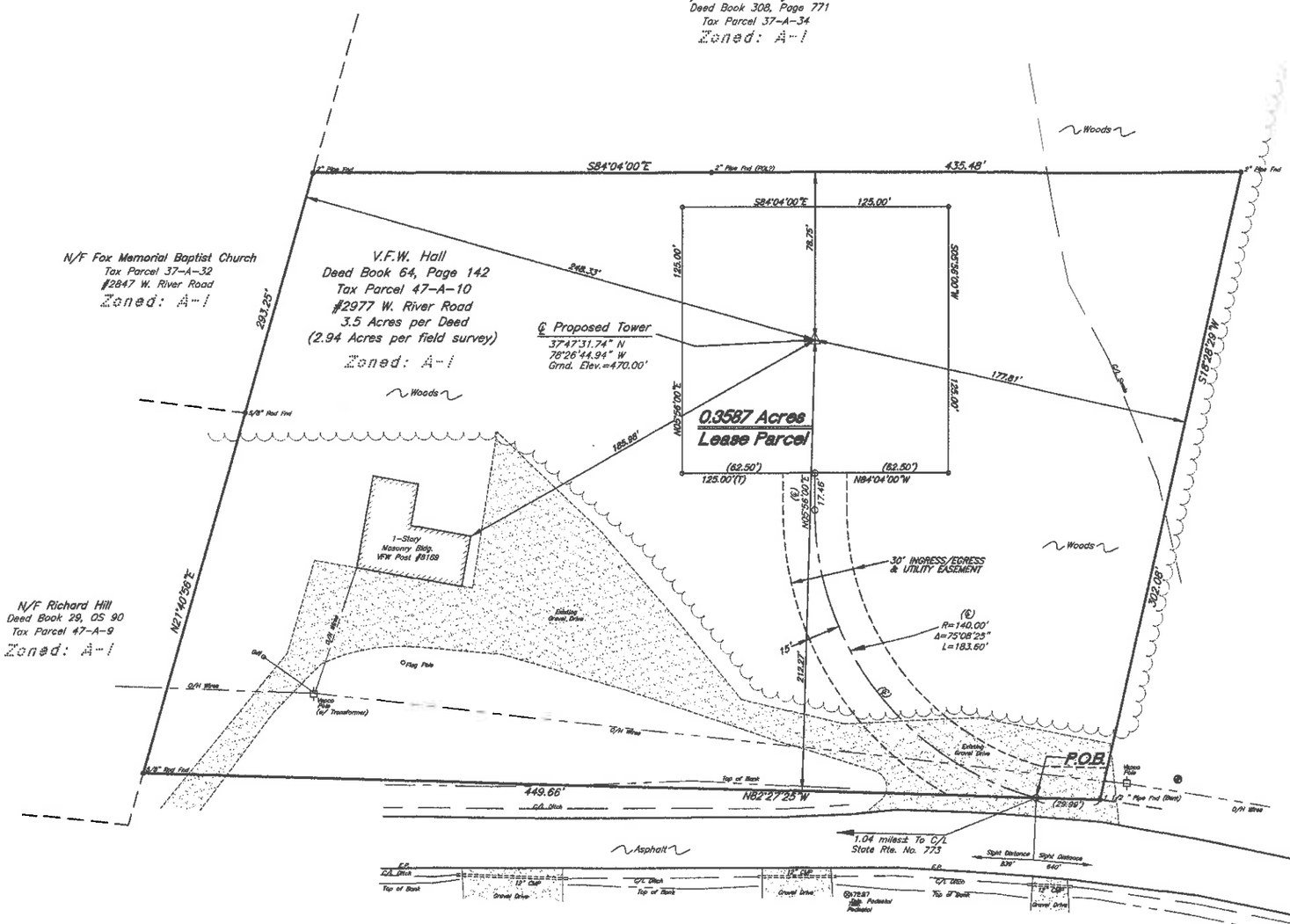
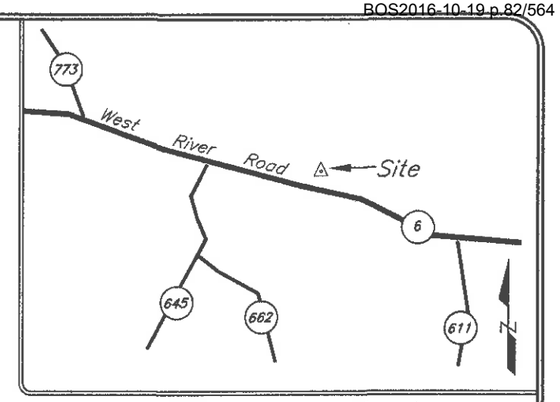
SHEET TITLE

SOIL MAP

C-5

Attachment D





Vicinity Map Scale: 1"=2000'

Legend

- Fire Hydrant
- Handicap Parking Spaces
- (12) Painted Parking Spaces (Reg.)
- Water Meter
- Water Valve
- Lamp Post (Metal Post w/light)
- Drainage Manhole
- Sanitary Manhole
- Cable T.V. Pedestal
- Verizon Telephone Pedestal
- U/G Fiber Optic Marker
- Gas Valve
- Vapco Pole
- Vapco Transformer
- Field Survey Traverse Point
- Misc Frame Sign
- Handi-cap Parking Sign
- Irrigation Valve
- Yard Inlet (Drainage)
- Concrete Surface
- RCP Reinforced Concrete Pipe
- CMP Corrugated Metal Pipe
- D.I. Drainage Inlet
- P.O.B. Point of Beginning

I hereby certify that this boundary survey, to the best of my professional knowledge and belief, is correct and complies with the minimum procedures and standards established by the Virginia State Board of Architects, Professional Engineers, Land Surveyors, and Certified Landscape Architects.

COMMONWEALTH OF VIRGINIA
RODNEY B. SHADRACH
Lic. No. 2274
11-07-11
LAND SURVEYOR

NOTES:

1. The subject property appears not to be located within the limits of the 100 Year Flood Plain Boundary as defined by The Federal Insurance Administration Community-Panel #51065C-0140-C, effective date: May 16, 2008 (Zone X).
2. This survey plat represents a current field transit survey. Date of last physical survey: November 4, 2010
3. This survey was made without the benefit of a Title Report and therefore there may be encumbrances which affect the subject property and are not reflected hereon.
4. Lease Parcel Site sheet-drains in a northeasterly direction.

LEGAL DESCRIPTION – 30' Ingress/Egress and Utility Easement

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of 75°08'25" and an arc length of 183.60 feet to a point;
Thence N 05°56'00" E 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement.

LEGAL DESCRIPTION – Lease Parcel

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of 75°08'25" and an arc length of 183.60 feet to a point;
Thence N 05°56'00" E 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement and the Actual Point and Place of Beginning of the Lease Parcel;

Thence continuing in a southwesterly direction the following five (5) courses and distances:

1) N 84°04'00" W 62.50 feet to a point;
2) Thence N 05°56'00" E 125.00 feet to a point;
3) Thence S 84°04'00" E 125.00 feet to a point;
4) Thence S 05°56'00" W 125.00 feet to a point;
5) Thence N 84°04'00" W 62.50 feet to a point, said point being the Point and Place of Beginning for the Lease Parcel, containing 0.3587 Acres, more or less.

SURVEY PLAT SHOWING

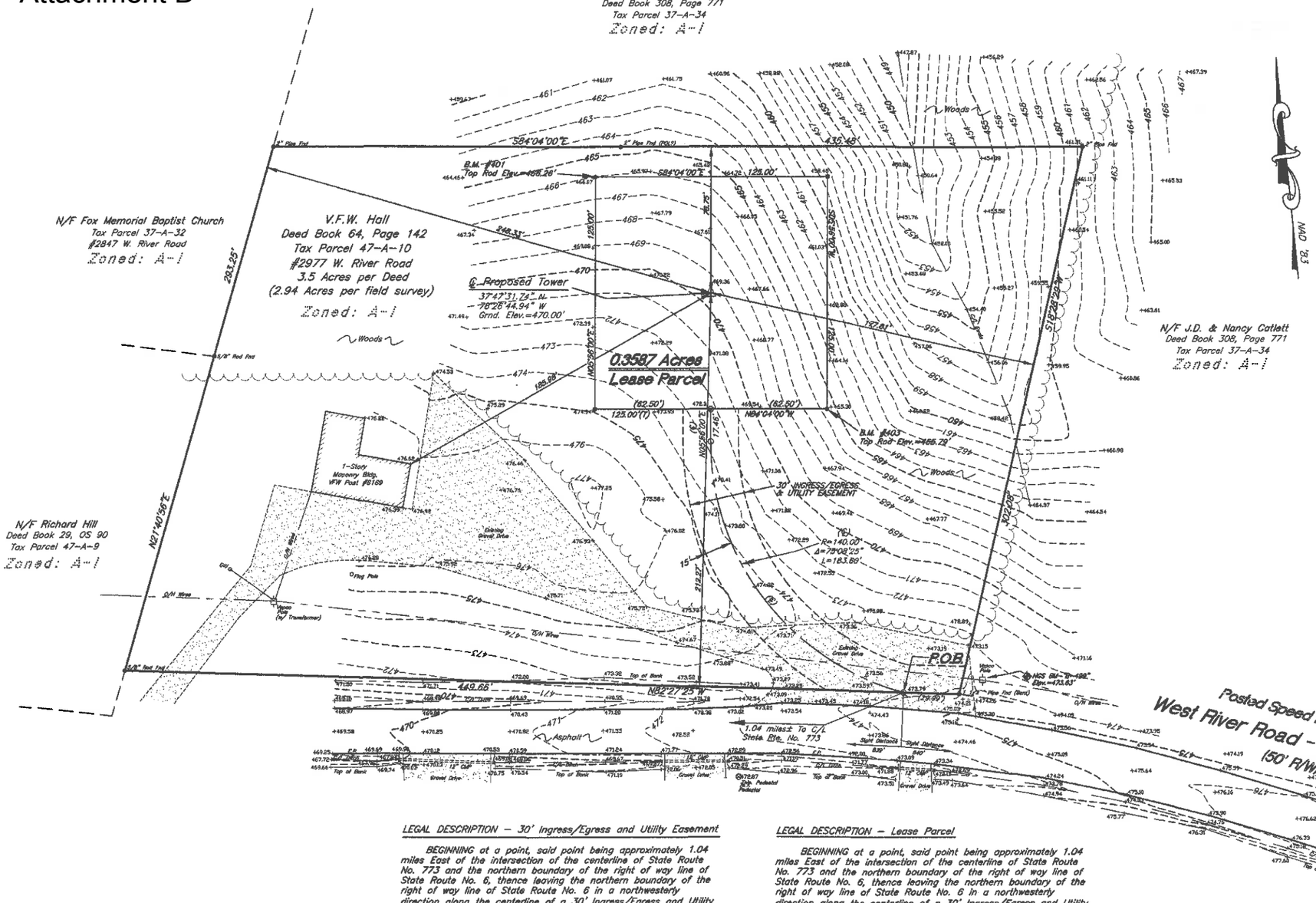
A 30' INGRESS/EGRESS & UTILITY EASEMENT AND A 0.3587 ACRE LEASE PARCEL SITUATED ON THE NORTH LINE OF WEST RIVER ROAD CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VIRGINIA

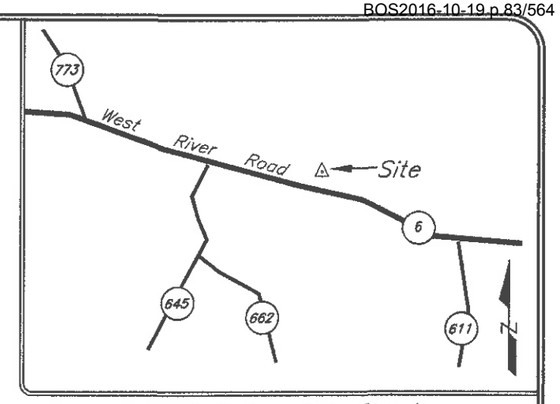
NOVEMBER 5, 2010
REVISED: NOVEMBER 7, 2011

30 0 30 60 90
Scale: 1"=30'

Shadrach & Associates, LLC
LAND SURVEYING
430 Southlake Blvd., Suite 10-B ⊕ Richmond, Virginia 23236
Phone: (804)379-8300 ⊕ Fax: (804)379-8301

Attachment D





Vicinity Map Scale: 1"=2000'

Legend

- Fire Hydrant
- Handicap Parking Spaces
- (12) Painted Parking Spaces (Reg.)
- Water Meter
- Water Valve
- Lamp Post (Metal Post w/light)
- Drainage Manhole
- Sanitary Manhole
- Cable T.V. Pedestal
- Verizon Telephone Pedestal
- U/G Fiber Optic Marker
- Gas Valve
- Vepco Pole
- Vepco Transformer
- Field Survey Traverse Point
- Misc Frame Sign
- Handi-cap Parking Sign
- Irrigation Valve
- Yard Inlet (Drainage)
- Concrete Surface
- RCP Reinforced Concrete Pipe
- CMP Corrugated Metal Pipe
- D.I. Drainage Inlet
- P.O.B. Point of Beginning

I hereby certify that this boundary survey, to the best of my professional knowledge and belief, is correct and complies with the minimum procedures and standards established by the Virginia State Board of Architects, Professional Engineers, Land Surveyors, and Certified Landscape Architects.

COMMONWEALTH OF VIRGINIA
RODNEY B. SHADRACH
Lic. No. 2274
11-07-11
LAND SURVEYOR

LEGAL DESCRIPTION – 30' Ingress/Egress and Utility Easement

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of 75°08'25" and an arc length of 183.60 feet to a point;
Thence N 05°56'00" E 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement.

LEGAL DESCRIPTION – Lease Parcel

BEGINNING at a point, said point being approximately 1.04 miles East of the intersection of the centerline of State Route No. 773 and the northern boundary of the right of way line of State Route No. 6, thence leaving the northern boundary of the right of way line of State Route No. 6 in a northwesterly direction along the centerline of a 30' Ingress/Egress and Utility Easement along a curve to the right having a radius of 140.00 feet, a delta angle of 75°08'25" and an arc length of 183.60 feet to a point;
Thence N 05°56'00" E 17.46 feet to a point, said point being the terminus of the centerline of the 30' Ingress/Egress and Utility Easement and the Actual Point and Place of Beginning of the Lease Parcel;

Thence continuing in a southwesterly direction the following five (5) courses and distances:

1) N 84°04'00" W 62.50 feet to a point;
2) Thence N 05°56'00" E 125.00 feet to a point;
3) Thence S 84°04'00" E 125.00 feet to a point;
4) Thence S 05°56'00" W 125.00 feet to a point;
5) Thence N 84°04'00" W 62.50 feet to a point, said point being the Point and Place of Beginning for the Lease Parcel, containing 0.3587 Acres, more or less.

NOTES:

1. *The subject property appears not to be located within the limits of the 100 Year Flood Plain Boundary as defined by The Federal Insurance Administration Community-Panel #51065C-0140-C, effective date: May 16, 2008 (Zone X).*
2. *This survey plat represents a current field transit survey. Date of last physical survey: November 4, 2010*
3. *This survey was made without the benefit of a Title Report and therefore there may be encumbrances which affect the subject property and are not reflected hereon.*
4. *Lease Parcel Site sheet-drains in a northeasterly direction.*

SURVEY PLAT SHOWING

A 30' INGRESS/EGRESS & UTILITY EASEMENT AND A 0.3587 ACRE LEASE PARCEL SITUATED ON THE NORTH LINE OF WEST RIVER ROAD CUNNINGHAM DISTRICT, FLUVANNA COUNTY, VIRGINIA

NOVEMBER 5, 2010
REVISED: NOVEMBER 7, 2011

30 0 30 60 90
Scale: 1"=30'

Shadrach & Associates, LLC
LAND SURVEYING
430 Southlake Blvd., Suite 10-B ● Richmond, Virginia 23236
Phone: (804)379-8300 ● Fax: (804)379-8301

Attachment E

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

September 22, 2016

Jamie Adams
5413 Patterson Avenue
Suite 101
Richmond VA 23226

Delivered via email to jadams@nationaltowers.com

Mr. Adams,

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, September 8, 2016:

1. Planning staff wanted to know if a new gravel access road would be constructed. Applicant answered in the affirmative, but that they foresee no VDOT or right of way access issues.

   Applicant also clarified that this SUP modifies previous SUP 11:03 to change tower structure height from 190' to 250', and changing style to a lattice tower. This is not a County owned tower; the County is merely leasing space.

2. Fire Chief wanted to verify if any side lighting would be placed on the tower. Applicant stated yes, lights would be white during day, and red at night.

3. VDOT has no comments as of September 22, 2016

4. Health Department: VFW should make sure the tower area does not impact the drainfield area, if they have one.

The Planning Commission will have a meeting to discuss this item at their Wednesday, September 28, 2016 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910, or jnewman@fluvannacounty.org .

Sincerely,
James Newman
Planner
Dept. of Planning & Zoning

cc: Cheryl Elliott at celliott@fluvannacounty.org
File

TAB G

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016					
AGENDA TITLE:	**SUP 16:09** – Coronal Development Services					
MOTION(s):	I move that the Board of Supervisors **approve/deny/defer** SUP 16:09, a request for a special use permit to allow for a major utility, with respect to 57 acres of Tax Map 5, Section A, Parcels 23 & 23E, [if approved] subject to the nine (9) conditions listed in the staff report.					
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
	X					
STAFF CONTACT(S):	Brad Robinson, Senior Planner					
PRESENTER(S):	Brad Robinson, Senior Planner					
RECOMMENDATION:	At its meeting on September 28, 2016, the Planning Commission **recommended approval** of SUP 16:09 (4-0-1); Mr. Zimmer moved to approve and Mr. Gaines seconded. AYES: Bibb, Johnson, Gaines, Zimmer. Mr. Lagomarsino was absent.					
TIMING:	Immediate decision requested at current meeting.					
DISCUSSION:	Request for a special use permit to operate a solar farm (major utility) with respect to 57 acres of Tax Map 5, Section A, Parcels 23 & 23E					
FISCAL IMPACT:	Potential increase in tax revenue.					
POLICY IMPACT:	The Board of Supervisors may: • Approve this request, allowing the establishment of a major utility; OR • Deny this request, preventing the establishment of a major utility; OR • Defer this request and make a final decision at a later date.					
LEGISLATIVE HISTORY:	Review of proposed major utility in accordance with Chapter 22, Article 4 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only). Application was received on July 22, 2016. Planning Commission reviewed the request on September 28, 2016.					
ENCLOSURES:	Staff Report (with accompanying attachments)					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	
					X	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 16:09
Tax Map: Tax Map 5, Section A, Parcels 23 & 23E

From: Brad Robinson
District: Columbia
Date: October 19, 2016

General Information: This request is to be heard by the Board of Supervisors on Wednesday, October 19, 2016 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

Owner: Grover & Wanda Palmer (Tax Map 5-A-23) and Bryan K. Palmer et al (Tax Map 5-A-23E)

Applicant: Palmer Solar Center LLC

Representative: Kyle West, Coronal Development Services

Requested Action: Request for a special use permit to operate a solar farm (major utility) with respect to 57 acres of Tax Map 5, Section A, Parcels 23 and 23E.
(Attachment A)

Location: The property is located along Palmer Farm Lane off Little Creek Road (State Route 617), approximately 800 feet west of the intersection with James Madison Highway (US Route 15). The parcels are within the Zion Crossroads Community Planning Area and the Columbia Election District. (Attachment B)

Existing Zoning: A-1, Agricultural, General and I-1, Industrial, Limited

Existing Land Use: Agricultural

Planning Area: Zion Crossroads Community Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1, Agricultural, General and I-1, Industrial, Limited.

Zoning History: None

Comprehensive Plan:

Land Use Chapter:
The Comprehensive Plan designates this property as within the Zion Crossroads Community Planning Area. According to this chapter, "*Zion Crossroads is the primary gateway to Fluvanna County, and should be enhanced to provide a scenic welcome to residents and tourists. It should develop as an employment, retail, commercial, and recreation destination for county residents and travelers along Routes 64, 15, and 250.*"

Analysis:

This is a special use permit application to construct a photovoltaic solar project also known as a "solar farm". Photovoltaics (PV) is the method of converting light to electricity. Solar farms utilize a mass of solar panels to capture solar energy and send it to the local electrical grid where it is bought by an electric utility company for distribution. Solar energy is considered to be a clean, renewable and reliable source of power.

The subject use is classified as a "major utility" and defined in the Zoning Ordinance as *"facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, information and communication facilities"*. Major utilities are permitted by special use permit in both the A-1 and I-1 zoning districts and are subject to an approved site development plan. The detail of the site development plan that is required is at the discretion of the Director of Planning, and many times the sketch plan provided with the SUP application is sufficient.

In accordance with the application, the proposed project will consist of solar modules (solar panels) on aluminum or steel racking structures and inverters on separate concrete pads. An exact number of structures has not been finalized but the applicant has indicated the project could have approximately 22,000 solar modules. No new buildings will be constructed. Each racking structure will be approximately 12 feet off the ground at the tallest point and tilted approximately 30°. The racking structures could be designed to rotate east to west in order to track the sun or they may remain fixed. All structures will be wired together and interconnected to Central Virginia Electric Co-operative's electric system which serves portions of 14 counties in Central Virginia including Fluvanna County. Security fencing with a height of 7 feet will surround the project.

The subject parcels will be leased by the applicant for a period up to 35 years. At the end of the lease, all equipment related to the operation will be removed from the property. Condition #8 reflects this arrangement.

The project may require some tree clearing on two adjoining properties to prevent shading onto the solar arrays. Tree removal will be established in an agreement with the properties involved. Staff recommends some of the existing vegetation in the area designated for tree clearing along Little Creek Road be maintained so the project will be screened from public view. This is reflected in Condition #5.

The project will generate some truck traffic during construction – however, traffic is anticipated to be very minimal after completion. The subject parcels are currently accessed by Palmer Farm Lane, a private gravel road/driveway from Little Creek Road (State Route 617). The private road will continue to be used for access to the project and road maintenance is covered in the applicant's lease agreement.

When evaluating proposed uses for a special use permit, in addition to analyzing the potential adverse impacts of the use, staff utilizes two (2) general guidelines for evaluation as set forth in the zoning ordinance.

First, the proposed use should not tend to change the character and established pattern of the area or community.

The subject property is located within the Zion Crossroads Community Planning Area, within close proximity of existing agricultural and industrial zoning and uses. Adjoining properties along Palmer Farm Lane contain residential uses that will have a view of the project. However the project overall is situated off the main road out of public view and is surrounded by a fair amount of existing vegetation and trees. The character of the area is expected to remain unchanged.

Second, the proposed use should be compatible with the uses permitted by-right in that zoning district and shall not adversely affect the use/or value of neighboring property.

Major utilities are allowed by SUP in the A-1 and I-1 districts. By-right uses that are similar, in operation or size of structures, to this application may include temporary sawmills, minor utilities, contractor's storage yards and lumberyards. The subject property is located in an area where zoning transitions from agricultural to industrial towards Zion Crossroads.

Sec. 22-1-2 of the zoning ordinance states its purpose is "*to facilitate the creation of a convenient, attractive and harmonious community*" as well as "*to protect against over-crowding of land*". Additionally, the zoning ordinance encourages "*economic development activities*". The construction phase of the project will temporarily generate increased consumer activity in the area which will provide an economic benefit.

(Attachment C)

Neighborhood Meeting:

Including staff and the applicant, there were five (5) attendees at the August 10, 2016 Neighborhood meeting. No opposition to the project was expressed during the meeting.

(Attachment D)

Technical Review Committee*:*

The following comments were generated from the August 11, 2016 Technical Review Committee meeting:

1. Planning staff wanted to know if all of the equipment related to the farm would be removed at the end of the lease and if the applicant would be willing to have this be a condition of the special use permit. The applicant had no objection to this request.

2. Fire Chief had no comments.

3. Building Official wanted to know how similar projects of this nature were permitted and/or taxed in other localities. The applicant gave examples from several Virginia localities but said more projects had been done in North Carolina than Virginia.

4. VDOT: VDOT has made a site visit and reviewed the sketch plan for the proposed Coronal Development Solar Farm on Little Creek Road (Rte. 617) in Fluvanna County. Rte. 617 has a functional classification of Rural Local Road and VDOT's 2015 Traffic Data shows that Rte. 617 has an Average Annual Daily Traffic of 220 which classifies it as a Low Volume Road. The speed limit on Rte. 617 is unposted and is therefore considered to be the statutory 55 mph speed limit. The entrance to the Solar Panel Farm will be considered a Low Volume Entrance (maximum 50 vehicles per day) since once it is constructed traffic visiting the facility will be infrequent. A Low Volume Entrance requires that Stopping Sight Distance be achieved compared to Intersection Sight Distance for a Commercial Entrance which is greater. Based on the statutory 55 mph speed limit a minimum of 495 ft. of Stopping Sight Distance from the existing entrance (Palmer Farm Road) is required in both directions (east and west). NOTE: Rte. 617 was paved sometime in 2008 under VDOT's Rural Rustic Road Program. During the 2008 Session, the General Assembly established that the maximum speed limit for a road designated as a Rural Rustic Road, on or after July 1, 2008 is 35 mph. VDOT will research this matter and determine if the 35 mph speed limit currently applies to Rte. 617. Some of the options available to address the existing sight distance limitations for this site are:

   - If a sight easement is acquired across the front of Parcel 5-A-40 (inside of curve on south side of Rte. 617) the existing entrance at Palmer Farm Lane will have approximately 270 ft. of available sight distance to the left (east). The existing entrance has well over 500 ft. of sight distance to the right (west) if some trees immediately west of the existing entrance are removed from Parcel 5-A-38. This option would more than satisfy the Stopping Sight Distance at a posted speed limit of 35 mph.

   - If the entrance to the solar panel site is shifted approximately 400 ft. to the west onto Parcel 5-A-38 the 495 ft. of Stopping Sight Distance required at a 55 mph posted speed limit can be achieved.

   - If the entrance to the solar panel site is shifted approximately 200 ft. to the west onto Parcel 5-A-38 the 250 ft. of Stopping Sight Distance required at a 35 mph posted speed limit can be achieved.

   It should be noted that the construction traffic resulting from the Solar Panel Farm will require submission, approval and implementation of a Temporary Traffic Control Plan (see VDOT's 2015 Work Area Protection Manual for details).

5. Health Department had no comments.

(Attachment E)

Planning Commission:

The Planning Commission discussed this SUP request at their September 28, 2016 meeting, and voted 4-0-1 to recommend approval. Mr. Zimmer moved to approve, and Mr. Gaines seconded. No citizens spoke during the public hearing. The Planning Commission modified staff recommended condition #8 to clarify a time period of 120 days based on the applicant's request.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter. The Board may also want to consider placing a limit on the number of solar panels.

Recommended Conditions:

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. The size of the use shall not exceed 57 acres.
4. The property shall be maintained in a neat and orderly manner so that the visual appearance from the road and adjacent properties is acceptable to County officials.
5. A buffer meeting the requirements of Sec. 22-24-7(B) of the Fluvanna County Code shall be maintained along Little Creek Road (State Route 617) to screen the use from public view.
6. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
7. Any noise generated by the activity on this site shall be limited to the maximum decibel level allowed by Sec. 15.1-9 A. d. of the County Code.
8. All equipment and/or structures associated with the major utility use shall be removed from the property within 120 days upon termination of the lease agreement.
9. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Board of Supervisors approve/deny/defer SUP 16:09, a request for a special use permit to allow for a major utility with respect to 57 acres of Tax Map 5, Section A, Parcels 23 and 23E, [if approved] subject to the nine (9) conditions listed in the staff report.

Attachments:
A – Application and APO letter
B – Aerial Vicinity Map
C – Applicant's rendering
D – Neighborhood meeting sign-in sheet and notes
E – TRC comment letter

Copy: Kyle West via email – kwest@coronalgroup.com
File

COMMONWEALTH OF VIRGINIA

COUNTY OF FLUVANNA

Application for Special Use Permit (SUP)

Owner of Record: Catherine S. Palmer, Grover M. Palmer & Wand

E911 Address: **N/A**

Phone: **N/A** Fax: **N/A**

Email: **N/A**

Applicant of Record: **Palmer Solar Center, LLC**

E911 Address: **N/A**

Phone: **434-299-0335** Fax: **434-299-0335**

Email: **kwest@coronalgroup.com**

Representative: **Kyle West**

E911 Address: **321 East Main St., Suite 3, Charlottesville, VA 22902**

Phone: **434-299-0335** Fax: **434-299-0335**

Email: **kwest@coronalgroup.com**

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? (•) No ( ) Yes

If Yes, what district:

Tax Map and Parcel(s): **5A 23E, 5A 23**

Deed Book Reference: **DB614-298 & DB623-531**

Acreage: **57** **Zoning:** **A-1 & I-1**

Deed Restrictions? (•) No ( ) Yes (Attach copy)

Request for a SUP in order to: **Construct Solar Farm**

Proposed use of Property: Solar Farm

*Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections of the site.

Date: 7/20/16 Signature of Owner/Applicant:

Subscribed and sworn to before me this 20th day of July ,20 16

Notary Public: Register # 7558581

My commission expires: May 31, 2017

ERIN MARIE KATH
COMMONWEALTH OF VIRGINIA
Expires 05-31-17
ID# 7558581
NOTARY PUBLIC

Certification: Date:

Zoning Administrator:

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY		
Date Received: July 22 2016	Pre-Application Meeting:	PH Sign Deposit Received: / Application #: SUP 16 : 04
$800.00 fee plus mailing costs paid: Check 1861	Mailing Costs: $20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: $400.00 fee plus mailing costs paid:		
Telecommunications Tower $1,500.00 fee plus mailing costs paid:	$5,500 w/Consultant Review paid:	
Election District: Columbia	Planning Area: Zion CPA	

Public Hearings	
Planning Commission	**Board of Supervisors**
Advertisement Dates:	Advertisement Dates:
APO Notification:	APO Notification:
Date of Hearing:	Date of Hearing
Decision: Received	Decision:

JUL 22 2016

Planning Dept.

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

I hereby certify that the sign issued to me is my responsibility while in my possession. Incidents which cause damage, theft, or destruction of these signs will cause a partial or full forfeiture of this deposit.

_____ _____
Applicant Signature Date

*Number of signs depends on number of roadways property adjoins.

OFFICE USE ONLY	
Application #: BZA ____:____ CPA____:____ SUP 16:16 ZMP ____:____ ZTA ____:____	
$90 deposit paid per sign*: J# 1861	Approximate date to be returned:

Received
JUL 22 2016
Planning Dept.

Describe briefly the **improvements** proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.

The proposed use will be a photo-voltaic solar project ("Project"). Located on two separate parcels (Parcel IDs: 5A 23E & 5A 23) and covering approximately 50 acres, the approximately 5MWac Project will consist of solar photo-voltaic modules on an aluminum or steel racking structure, security fencing and separate concrete pads to house inverters. The racking system is approximately 12' off the surface of the ground at it tallest point, and it will tilt the modules at approximately a 30 degree tilt. Depending on final system design, the racking system may rotate east to west to efficiently track the solar energy or remain fixed. There will be no new buildings constructed, no existing buildings utilized and no additions made to existing buildings, but rather, the Project components will mostly consist of posts, modules, racking, inverter pads, inverters and security fencing. Posts will be driven into the ground, racking attached to the poles and modules placed on the racking. All the arrays will be

NECESSITY OF USE: Describe the reason for the requested change.

For A-1 & I-1 zoned properties (like the subject Site), the Fluvanna County Planning and Community Development Department indicated a Special Use Permit would be required for a Major Utility use; therefore, this change in use is being requested per the Fluvanna County Planning and Community Development Department's guidance. Moreover, the Project will serve as critical infrastructure for Central Virginia Electric Cooperative and the residents of Fluvanna County.

PROTECTION OF ADJOINING PROPERTY: Describe the effects of the proposed use on adjacent property and the surrounding neighborhood. What protection will be offered adjoining property owners?

Since there is no audible sound outside the Project fence-line, little glare (less than 2% of incoming light), little change in ambient temperature, care taken to mitigate impacts to existing vegetation and wildlife and no health concerns associated with ground-mounted, solar photo-voltaic projects, there are few, if any, effects on the surrounding neighborhood. Moreover, the applicant had a Real Estate Study performed on a North Carolina project showing no impact on adjacent property values (see supplementary materials). Lastly, the Project is hidden from view by existing vegetation, and supplementary vegetation will be added as needed to further protect the viewshed.

ENHANCEMENT OF COUNTY: Why does the applicant believe that this requested change would be advantageous to the County of Fluvanna? (Please substantiate with facts.)

According to the Fluvanna County Commissioner of Revenue, the change in use will remove the property from land use and result in approximately $7,500 in rollback taxes (see Deputy Commissioner email) along with an increase in real property taxes going forward. In addition, the project will create approximately 75 construction-level jobs and induce direct and indirect economic benefits during the construction period. The Project will provide increased revenue to two Fluvanna County landowners and help Central Virginia Electric Co-operative meet their renewable energy goals while upgrading their system. (see CVEC Letter of Support). Lastly, this Project supports domestic, clean energy which leads to a safer, sustainable environment and energy independence.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:

1. Parcels 5-A-23 and 5-A-23E are under lease option with Coronal Development Services, LLC and will be transferred to Palmer Solar Center, LLC. Parcel 5-A-23A and Parcel 5 A 38 will potentially be in a Timber Removal Agreement with Palmer Solar Center, LLC.
2. Project will adhere to Fluvanna County setback and screening requirements per Ordinance Chapter 22:
3. Project and Utility will obtain necessary easement and encroachment agreements to extend existing 12.47kV utility line to the site.
4. Project will obtain necessary easement or encroachment agreement to locate project near existing underground utility line or relocate the line.

Planning Dept
JUL 29 2016
Received

COMMONWEALTH OF VIRGINIA

County of Fluvanna

Special Use Permit Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

	STAFF USE ONLY
☒ Completed Special Use Permit signed by the current owner(s) or lessee or written confirmation from the current owner or lessee granting the right to submit the application.	☒
☒ Site Plan for any expansion or new construction (18 folded copies preferred). Include:	☒
☒ Plot plan or survey plat at an appropriate scale	☒
☒ Location and dimension of existing conditions and proposed development	☒
☒ Commercial and Industrial Development: parking, loading, signs, lighting, buffers and screening	☒
☒ Copy of the Tax Map showing the site (preferred)	☒
☒ Copy of General Location Map (preferred)	☒
☒ Supporting photographs are not required, but suggested for evidence.	☒

All maps and plans submitted are to be either 8.5"x 11" or 11"x 17". One original of any size may be to staff for use at the public hearing.

Review of the Application

	STAFF USE ONLY
☒ Preliminary review by planning staff for completeness and content.	☒
☒ Copies of application: office, agencies and county attorney.	☒
☐ Technical Review Committee review and comment	☐
☒ Determine all adjacent property owners.	☐
☒ Placed as a Public Hearing on the next available agenda of the Planning Commission.	☐
☒ Notification of the scheduled Public Hearing to the following:	☒
___ Applicant	
___ All adjacent property owners	
___ Local Newspaper advertisement	
☒ Staff Report to include, but not be limited to:	☒
___ General information regarding the application	
___ Any information concerning utilities or transportation	
___Consistency with good planning practices	
___ Consistency with the comprehensive plan	
___Consistency with adjacent land uses	
___Any detriments to the health, safety and welfare of the community.	

Received
JUL 22 2016
Planning Dept.

Meetings for the processing of the application

- Applicant or a representative must appear at the scheduled hearing. The Planning Commission may recommend to the Board of Supervisors: approval; approval subject to submittal or correction; or denial of the special use permit.
- Notification to the applicant regarding the Planning Commission's decision.
- Placed as a Public Hearing on the next available agenda of the Board of Supervisors.
- Staff Report and Planning Commission recommendation forwarded to the Board.
- Notification of the scheduled Public Hearing to the following:
  ___ Applicant
  ___ All adjacent property owners
  ___ Local Newspaper advertisement
- Applicant or a representative must appear at the scheduling hearing. After considering all relevant information from the applicant and the public, the Board will deliberate on points addressed in the Staff Report.
- The Board may approve; deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

Actions

- With approval, the development may proceed.
- If denied, an appeal to the Courts may be prescribed by law
- No similar request for a special use permit for the same use at the same site may be made within one year after the denial.
- The Special Use Permit Application fee is made payable to the **County of Fluvanna**.

Fluvanna County Department of Planning & Community Development ♦ Box 540 ♦ Palmyra, VA 22963 ♦ 434-591-1910 ♦ Fax – 434-591-1911

This form is available on the Fluvanna County website: www.fluvannacounty.org

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JUL 22
Planning

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Special Use Permit (SUP)

Overrun Sections

Owner of Record: Catherine S. Palmer, Grover M. Palmer & Wanda Palmer

Describe briefly the improvements proposed. State whether new buildings are to be constructed, existing buildings are to be used, or additions made to existing buildings.
The proposed use will be a photo-voltaic solar project ("Project"). Located on two separate parcels (Parcel IDs: 5A 23E & 5A 23) and covering approximately 50 acres, the approximately 5MWac Project will consist of solar photo-voltaic modules on an aluminum or steel racking structure, security fencing and separate concrete pads to house inverters. The racking system is approximately 12' off the surface of the ground at it tallest point, and it will tilt the modules at approximately a 30 degree tilt. Depending on final system design, the racking system may rotate east to west to efficiently track the solar energy or remain fixed. There will be no new buildings constructed, no existing buildings utilized and no additions made to existing buildings, but rather, the Project components will mostly consist of posts, modules, racking, inverter pads, inverters and security fencing. Posts will be driven into the ground, racking attached to the poles and modules placed on the racking. All the arrays will be wired together into an inverter and interconnected to the Central Virginia Electric Co-operative electric system. Lastly, since the IRS views solar equipment as personal property (not real property), there will be no real property improvements to the land.

PLAN: Furnish plot plan showing boundaries and dimensions of property, width of abutting right-of-ways, location and size of buildings on the site, roadways, walks, off-street parking and loading space, landscaping, etc. Architect's sketches showing elevations of proposed buildings and complete plans are desirable and may be required with the application. Remarks:
1. Parcels 5-A-23 and 5-A-23E are under lease option with Coronal Development Services, LLC and will be transferred to Palmer Solar Center, LLC. Parcel 5-A-23A and Parcel 5 A 38 will potentially be in a Timber Removal Agreement with Palmer Solar Center, LLC.
2. Project will adhere to Fluvanna County setback and screening requirements per Ordinance Chapter 22:
3. Project and Utility will obtain necessary easement and encroachment agreements to extend existing 12.47kV utility line to the site.
4. Project will obtain necessary easement or encroachment agreement to locate project near existing underground utility line or relocate the line.
5. Solar array to be surrounded by 7' security fence.
6. Project will obtain appropriate environmental permits and approvals, as required.
7. Facility access will be from existing driveway to Parcel 5-A-23E off Little Creek Road. Farm road to be maintained to VDOT standards.
8. Trees to possibly be cleared on Parcel 5-A-23A & Parcel 5 A 38 for shading purposes.
9. Exact location of solar arrays, interconnection equipment, and roadways to be determined.
10. No lighting will be added to facility.
11. Equipment is representative only and may change based on availability and market conditions.
12. All dimensions specified here are for reference only; do not scale this drawing, not for construction.

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JUL 29 2016
Planning Dept.

Thursday, July 14, 2016

Fluvanna County Dept. of Planning & Community Development
P.O. Box 540
Palmyra, VA 22963

RE: Authorization for Agent to Act on Behalf of Owner

Dear Fluvanna Planner,

As the owner of parcel #5 A 23E in Fluvanna County, VA, I/we grant permission for representatives of Palmer Solar Center, LLC and Coronal Development Services, LLC to act on our behalf in the request for a Special Use Permit to develop and construct a solar farm.

Best regards,

Bryan Palmer

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JUL 29 2016
Planning Dept.

Thursday, July 14, 2016

Fluvanna County Dept. of Planning & Community Development
P.O. Box 540
Palmyra, VA 22963

RE: Authorization for Agent to Act on Behalf of Owner

Dear Fluvanna Planner,

As the owner of parcel #5 A 23 in Fluvanna County, VA, I/we grant permission for representatives of Palmer Solar Center, LLC and Coronal Development Services, LLC to act on our behalf in the request for a Special Use Permit to develop and construct a solar farm.

Best regards,

Grover Palmer

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Prepared By: Barbara Wright Goshorn, PC
Tax Map ID No: Portion of 5-A-23

THIS DEED OF PARTITION, made and entered into this 28th day of July, 2004, by and between **KATHERINE CORNELIA PALMER,** widow and not remarried, **GROVER M. PALMER and WANDA M. PALMER,** his wife, **KENNETH PALMER and JOYCE PALMER,** his wife, **CAROLYN PALMER FITZSIMONS and DONALD FITZSIMONS,** her husband, and **CATHERINE STATON PALMER,** widow and not remarried, parties of the first part, Grantors, and **GROVER M. PALMER,** party of the second part, Grantee, whose address is 987 Little Creek Road, Troy, Virginia 22974, **CAROLYN PALMER FITZSIMONS,** party of the third part, Grantee, whose address is PO Box 312, Grottoes, Virginia 24441, **CATHERINE STATON PALMER,** party of the fourth part, Grantee, whose address is 1197 Troy Road, Troy, Virginia 22974.

WITNESSETH:

WHEREAS, Seth Palmer and Hellen A. Palmer, his wife, by deed dated December 1, 1941, and recorded in the aforesaid Clerk's Office in Deed Book 48, page 468 conveyed certain real estate, being originally 120 acres, more or less, lying in Fluvanna County to the children of David Monroe Palmer; and,

WHEREAS, David Monroe Palmer, died February 24, 1989, leaving five children namely: Kenneth Palmer; Curtis Palmer, also known as Curtis Monroe Palmer; Herbert Palmer, also known as David Herbert Palmer; Grover Palmer and Carolyn Palmer Fitzsimons; and,

WHEREAS, Curtis Palmer, also known as Curtis Monroe Palmer, died testate on December 6, 2002, his Will being spread of record in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, which Will devises his property to his surviving wife, Katherine Cornelia Palmer; and,

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WHEREAS, David Herbert Palmer, also known as Herbert Palmer, died intestate on February 2, 1999, leaving his surviving wife, Catherine Staton Palmer, the mother of his children, as his sole heir at law; and,

WHEREAS, Kenneth Palmer and Katherine Cornelia Palmer have had certain other properties conveyed to them or conveyed to others at their direction, as and for their share or interest of the following described property; and,

WHEREAS, the interests of the Grantees have never been divided and allotted to them, and it now being the desire of all of the parties concerned to divide said land and allot a specific portion to each of the Grantees.

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar ($1.00) cash in hand paid, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey with SPECIAL WARRANTY OF TITLE unto Grover M. Palmer, the party of the second part, the following described tract or parcel of land, to-wit:

All that certain tract or parcel of land lying and being situate in the Palmyra District of Fluvanna County, Virginia, containing 31.000 acres, more or less, being more particularly described as Lot 3 on plat entitled "A Plat Showing a Family Division of Tax Map Section 5, Parcel (A)-23" made by G. D. Hosaflook, Land Surveyor, dated April 26, 2004, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 2, page 142, together with and subject to a non-exclusive perpetual easement of right of way fifty (50) feet in width for ingress and egress and utilities as shown by the aforesaid plat; BEING a portion of the property conveyed to the children of David Monroe Palmer by deed of Seth Palmer and Hellen A. Palmer, dated December 1, 1941, and recorded in the

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aforesaid Clerk's Office in Deed Book 48, page 468.

AND, for and in consideration of the premises and the sum of One Dollar ($1.00) cash in hand paid, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey with SPECIAL WARRANTY OF TITLE unto Carolyn Palmer Fitzsimons, the party of the third part, the following described tract or parcel of land, to-wit:

All that certain tract or parcel of land lying and being situate in the Palmyra District of Fluvanna County, Virginia, containing 15.752 acres, more or less, being more particularly described as Lot 1 on plat entitled "A Plat Showing a Family Division of Tax Map Section 5, Parcel (A)-23" made by G. D. Hosaflook, Land Surveyor, dated April 26, 2004, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 2, page 142; BEING a portion of the property conveyed to the children of David Monroe Palmer by deed of Seth Palmer and Hellen A. Palmer, dated December 1, 1941, and recorded in the aforesaid Clerk's Office in Deed Book 48, page 468.

AND, for and in consideration of the premises and the sum of One Dollar ($1.00) cash in hand paid, the receipt of all of which is hereby acknowledged by the Grantors, the Grantors hereby grant and convey with SPECIAL WARRANTY OF TITLE unto Catherine Staton Palmer, the party of the fourth part, the following described tract or parcel of land, to-wit:

All that certain tract or parcel of land lying and being situate in the Palmyra District of Fluvanna County, Virginia, containing 31.000 acres, more or less, being more particularly described as Lot 2 on plat entitled "A Plat Showing a Family Division of Tax Map Section 5, Parcel (A)-23" made by G. D. Hosaflook, Land Surveyor, dated April 26, 2004, and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book

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JUL 22 2016
Planning Dept.

2, page 142, together with and subject to a non-exclusive perpetual easement of right of way fifty (50) feet in width for ingress and egress and utilities as shown by the aforesaid plat; BEING a portion of the property conveyed to the children of David Monroe Palmer by deed of Seth Palmer and Hellen A. Palmer, dated December 1, 1941, and recorded in the aforesaid Clerk's Office in Deed Book 48, page 468.

Pursuant to Section 19-3-3 of the Fluvanna County Subdivision Ordinance, the above-described property, being described herein as Lots 1, 2 and 3, may not be sold for a period of three years from the date of the dedication.

This conveyance is made subject to easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by limitation of time contained therein or have not otherwise become ineffective.

WITNESS the following signatures and seals:

Katherine C Palmer (SEAL)
Katherine Cornelia Palmer

Grover M Palmer (SEAL)
Grover M. Palmer

Wanda M. Palmer (SEAL)
Wanda M. Palmer

Kenneth Palmer (SEAL)
Kenneth Palmer

Joyce Palmer (SEAL)
Joyce Palmer

Carolyn Palmer Fitzsimons (SEAL)
Carolyn Palmer Fitzsimons

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Donald Fitzsimons (SEAL)
Donald Fitzsimons

Catherine Staton Palmer (SEAL)
Catherine Staton Palmer

STATE OF VIRGINIA,

CITY/COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this 4 day of AUGUST, 2004, by Katherine Cornelia Palmer.

My commission expires: Nov 30, 2006

Barbara Wright Goshorn
Notary Public

STATE OF VIRGINIA,

CITY/COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this 4 day of AUGUST, 2004, by Grover M. Palmer and Wanda M. Palmer.

My commission expires: Nov. 30, 2006

Barbara Wright Goshorn
Notary Public

[NOTARIAL SEAL]

STATE OF VIRGINIA,

CITY/COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me this 4 day of AUGUST, 2004, by Kenneth Palmer and Joyce Palmer.

My commission expires: Nov. 30, 2006

Barbara Wright Goshorn
Notary Public

[NOTARIAL SEAL]

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JUL 22 2016
Planning Dept.

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STATE OF VIRGINIA,

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 4 day of August, 2004, by Carolyn Palmer Fitzsimons and Donald Fitzsimons.

My commission expires: Nov 30, 2006

Barbara Wright Lee
Notary Public

[NOTARIAL SEAL]

STATE OF VIRGINIA,

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 4 day of August, 2004, by Catherine Staton Palmer.

My commission expires: Nov. 30, 2006.

Barbara Wright Lee
Notary Public

[NOTARIAL SEAL]

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FLUVANNA COUNTY

St. R. Tax 50
Co. R. Tax
Transfer 105
Clerk 21 00
Grantor Tax
055 100
POS 20 00
44.25

The foregoing instrument with acknowledgment was admitted to record on Dec 11, 2005 at 1358 PM. In D.B. 614 Page(s) 298-303
Recording costs paid as shown.

Teste: Miranda V. Lewis, Deputy Clerk
Bouson E. Peterson, Jr., Clerk

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JUL 22 2016
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Attachment A

BOS2016-10-19-p-107/564

Kirkland Appraisals, LLC

Richard C. Kirkland, Jr., MAI
5029 Hilltop Needmore Road
Fuquay Varina, North Carolina 27526
Phone (919) 285-2951
rkirkland2@gmail.com
www.kirklandappraisals.com

June 13, 2014

Mr. Scott Hawken
HelioSage Energy
117 4th Street SE
Charlottesville, Virginia 22902

Mr. Hawken:

At your request, I have considered the likely impact of a solar farm to be located on an assemblage of tracts owned by Doddie Elks Singleton on the south side of Pitt Street and the east side of S Grimesland Bridge Road, Grimesland, Pitt County, North Carolina.

The scope of this assignment is to address the likely impact this may have on adjoining properties. To this end I have researched and visited existing and proposed solar farms, researched articles through the Appraisal Institute and other studies, as well as discussed the likely impact with other real estate professionals. I have not been asked to assign any value to any specific property.

This letter is a limited report of a real property appraisal consulting assignment and subject to the limiting conditions attached to this letter. My client is HelioSage Energy represented to me by Mr. Scott Hawken. The intended use is to assist in the Special Use Permit application. The effective date of this consultation is June 13, 2014, the date of my review of the tracts and surrounding area by the aerial maps.

I have not inspected the property, though I am familiar with Pitt County and I have looked at multiple tracts in Pitt County in 2014.

Proposed Use Description

The solar farm will consist of fixed solar panels that will generate no noise, no odor, and less traffic than a residential subdivision. The appearance will all be panels less than 10 feet in height that will be located behind a chain link fence.

The property is adjoined by vacant land, agricultural land, single family residential uses, ministorage, and warehouse. The predominant adjoining use by acreage is agricultural, while the predominant adjoining use by parcel is older residential and mobile home. Most of the residential uses are along S Grimesland Bridge Road.

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06954
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SECOND ST
CHICOD ST
FIRST ST
06299
02994
ST HOPE ST
CALVERT ST
11544
11542
06901
69680
05358
36905
11543
06967
02993
06973
11548
CHERRY LN
54376
05344
11061
24504
06909
S CREEK ISLAND BRIDGE RD
15057
06992
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08070
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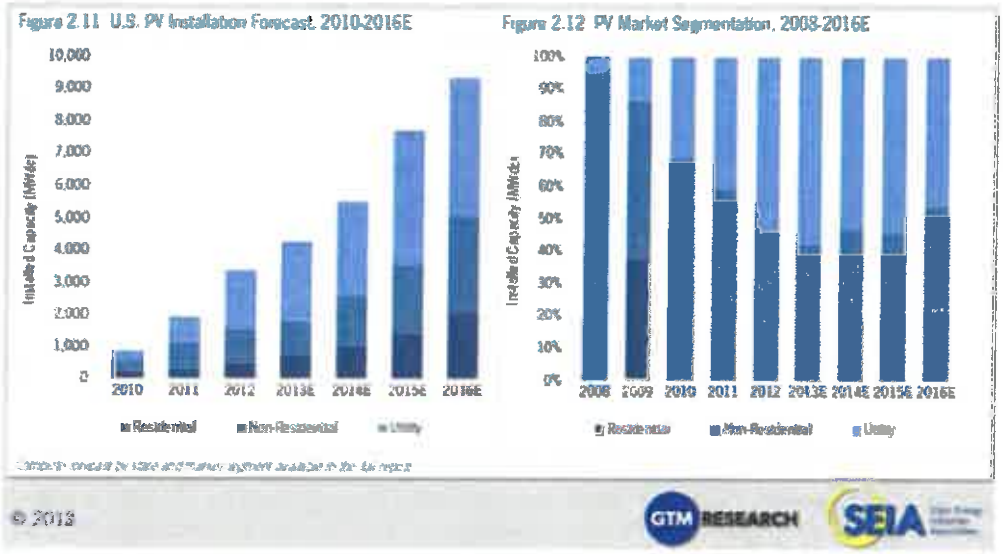
Solar Farms in North Carolina

Across the nation the number of solar installations has dramatically increased over the last few years as the change in the technology and economy made these solar farms more feasible. The charts below show how this market has grown and is expected to continue to grow from 2010 and projections out to 2016. The U.S. Solar Market Insight Reports for 2010 and 2011 which is put out by the Solar Energy Industries Association note that 2010 was a "breakout" year for solar energy and the continued the boom of solar power is shown in the steady growth. North Carolina was ranked as having the 3rd most active photovoltaic installed capacity in 2013.



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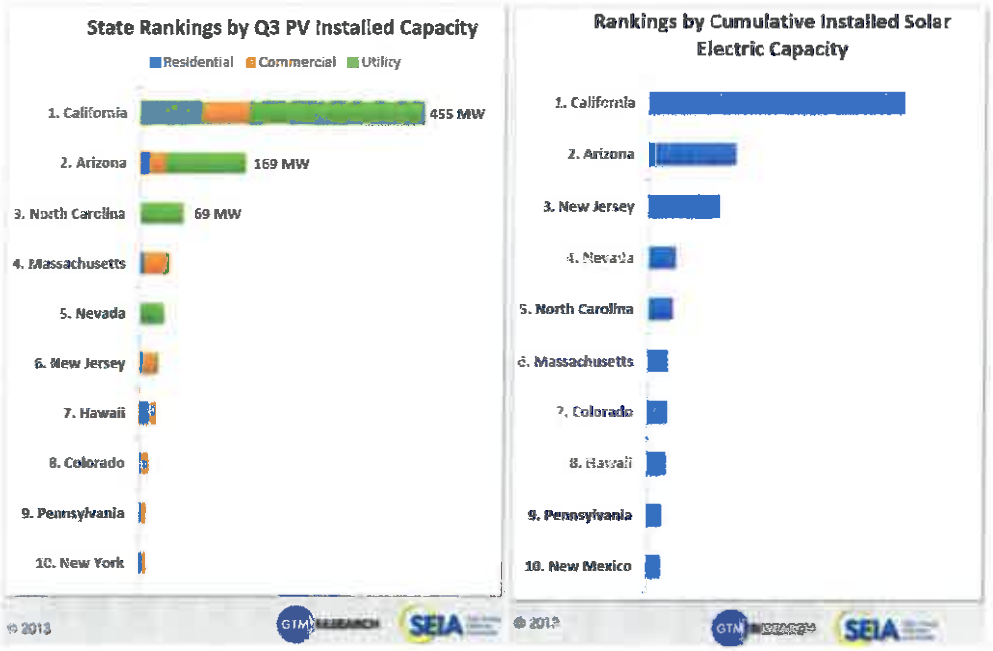
JUL 22 2016
Planning Dept.



As shown in the charts above, North Carolina was the third largest installer of solar energy in the third quarter of 2013. North Carolina is the fifth largest installer of solar energy in the United States.

Solar Farm Market Analysis

I have researched a number of solar farms in North Carolina to determine the impact of these facilities on the value of adjoining property. I have provided a breakdown of the adjoining uses to show what adjoining uses are typical for solar farms and what uses would likely be considered consistent with a solar farm use. This breakdown is included in the Harmony of Use section of this report.

I also conducted a series of matched pair analysis. A matched pair analysis is where you consider two similar properties with only one difference of note so that you can determine whether or not that difference has any impact on value. In this case, I have considered residential properties adjoining a solar farm versus similar residential properties that do not adjoin a solar farm. I have also considered some matched pairs of vacant residential and agricultural land.

As outlined in the discussion of each matched pair, I concluded that there is no impact in sale price for residential, agricultural or vacant residential land that adjoins existing or proposed solar farms.

I note that the numbering for the solar farms in the addenda correspond to the charts in the Harmony of Use Tables later in this report.

Solar Farm Comparables With Matched Pairs

I have provided more detailed information on a few of the solar farms attached to the addendum of this report to focus on those with matched pairs. These come from a larger set of solar farms that I have researched and summarized in the charts under Harmony of Use/Compatability of Use.

The sets of matched pairs all support the conclusion that the solar farm has no negative impact on adjacent residential and agricultural properties.

Matched Pair A – AM Best Solar Farm, Goldsboro, NC

This solar farm adjoins Spring Garden Subdivision that has new homes and lots still available for new construction. The recent home sales have ranged from $200,000 to $250,000. Currently homes are being listed for $240,000 to $260,000. The solar farm is clearly visible especially along the north end of this street where there is only a thin line of trees separating the solar farm from the single family homes.

Homes backing up to the solar farm are selling at the same price for the same floor plan as the homes that do not back up to the solar farm in this subdivision. According to the builder the solar farm has proven to be a complete non-factor. Not only do the sales show no difference in the price paid for the various homes adjoining the solar farm versus not adjoining the solar farm, but there are actually more recent sales along the solar farm than not. From this I conclude that there is no impact on the sellout rate, or time to sell for the homes adjoining the solar farm.

I spoke with a number of owners who adjoin the solar farm and none of them expressed any concern over the solar farm impacting their property value.

The data presented on the following page shows five homes that have sold in 2013 adjoining the solar farm at prices similar to those not along the solar farm. These series of sales provide a strong indication that the solar farm has no impact on the adjoining residential use.

Americana
SqFt: 3,194
Bed / Bath
3 / 3.5
Price $237,900
View Now »

Washington
SqFt: 3,292
Bed / Bath
4 / 3.5
Price $244,900
View Now »

Presidential
SqFt: 3,400
Bed / Bath
5 / 3.5
Price $247,900
View Now »

Kennedy
SqFt: 3,494
Bed / Bath
5 / 3
Price $249,900
View Now »

Virginia
SqFt: 3,449
Bed / Bath
5 / 3
Price $259,900
View Now »

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JUL 22 2016
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AM Best Solar Farm, Goldsboro, NC

Matched Pairs
As of Date: 3/6/2014

Adjoining Sales After Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
20	3600169964	Feddersen	1.56	Feb-13	$247,000	2012	3,571	$69.17	Ranch
21	3600169964	Gentry	1.42	Apr-13	$245,000	2013	3400	$72.06	2 Story
	3600195570	Helm	0.76	Sep-13	$250,000	2013	3292	$75.94	2 Story
	3600195361	Leak	1.49	Sep-13	$260,000	2013	3652	$71.19	2 Story
	3600196656	Hinson	0.75	Dec-13	$255,000	2013	3453	$73.85	2 Story
		Average	1.20		$251,400	2013	3,474	$72.44	
		Median	1.42		$250,000	2013	3,453	$72.06	

Nearby Sales After Solar Farm Completed

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
	3600193710	Barnes	1.12	Oct-13	$248,000	2013	3,400	$72.94	2 Story
	3601105180	Nackley	0.95	Dec-13	$253,000	2013	3,400	$74.41	2 Story
	3600192528	Mattheis	1.12	Oct-13	$238,000	2013	3,194	$74.51	2 Story
		Average	1.06		$246,333	2013	3,331	$73.96	
		Median	1.12		$248,000	2013	3,400	$74.41	

Adjoining Sales Before Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
22	3600183905	Carter	1.57	Dec-12	$240,000	2012	3,347	$71.71	1.5 Story
23	3600193097	Kelly	1.61	Sep-12	$198,000	2012	2,532	$78.20	2 Story
24	3600194189	Hadwan	1.55	Nov-12	$240,000	2012	3,433	$69.91	1.5 Story
		Average	1.59		$219,000	2012	2,940	$74.95	
		Median	1.59		$219,000	2012	2,940	$74.95	

Nearby Sales Before Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
	3600191437	Thomas	1.12	Sep-12	$225,000	2012	3,276	$68.68	2 Story
	3600087968	Lilley	1.15	Jan-13	$238,000	2012	3,421	$69.57	1.5 Story
	3600087654	Burke	1.26	Sep-12	$240,000	2012	3,543	$67.74	2 Story
	3600088796	Hobbs	0.73	Sep-12	$228,000	2012	3,254	$70.07	2 Story
		Average	1.07		$232,750	2012	3,374	$69.01	
		Median	1.14		$233,000	2012	3,349	$69.13	

AM Best Solar Farm, Goldsboro, NC

View of home in Spring Garden with solar farm located through the trees and panels visible.

View from vacant lot at Spring Garden with solar farm panels visible through trees.

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Matched Pair B – O2 Solar Farm, Zebulon, NC

A new solar farm was approved near Zebulon off Pearces Road, but the approval apparently is being appealed and the solar farm has not yet been constructed.

The owner of this land, George Ray, also owns two adjoining lots that back up to this property and he intends to build spec homes on those lots in the future.

Lots adjoining this property to the north were owned by Dukes Lake Properties, LLC and are part of the Meadows of Dukes Lake. This subdivision was developed in 2007/2008 and only one lot has been sold and no homes built since that time due to the recession. Initially, the developer intended to build $350,000 homes with lots priced around $60,000, or 17% of the finished home price.

All of the unsold lots at Meadows of Dukes Lake sold in December 2013 to Wynn Construction for $25,000 per lot for 22 lots. Typically, a bulk sale of lots will be discounted off the individual lot price. This is similar to comparing the cost of a can of coke purchased by the can or by the case. There is always a big discount for the price per can if purchased by the case. Typically, for a subdivision that is projected to do well with a strong sellout this discount will run anywhere from 10% to 30%. Troubled subdivision lots such as the Meadows of Dukes Lake will see a discount of 30% to 60%. The projected lot price for this subdivision is clearly not $60,000 as no lots were sold from 2008 through 2012 when there was no word of any solar farm project. There were a great many troubled subdivisions in similar rural locations that got caught in the recession and lots just could not be sold at almost any price. This difficulty in lot sales was not attributable to the solar farm as the solar farm was not announced until late 2012.

Furthermore, I considered the bulk sale of lots in the nearby subdivision of Wakefield Manors. This subdivision is located to the south with better proximity to highways. A total of 63 lots were sold in April 2013 for $15,000 per lot. These lots were in a development where homes were previously selling for over $400,000 in 2006, though the most recent sales are closer to $300,000. These lots are in a superior subdivision where higher priced homes have been built and are projected to be built. The location is better, but there are a larger number of lots. The bulk discount on these lots is substantially greater than that at the subject property which attests to the difficulty in the market. However, Wakefield Manors has no solar farm and the bulk lot sale was significantly lower than the Meadows of Dukes Lake bulk lot sale. This strongly shows that no additional impact is attributable to the potential solar farm.

I also considered a bulk lot sale of lots at Brighton of Wendell. This is another subdivision with a better location and within an ongoing subdivision with existing home sales. A total of 55 lots were sold by Jim Hoffman Lake Lots, LLC out of this subdivision on June 28, 2012 for $700,000, or $12,727 per lot. Retail lot prices were offered at $19,900 to $25,900, suggesting a 50% discount for the bulk lot purchase. Homes in this neighborhood were selling for $220,000 to $250,000 prior to the downturn in the market with the most recent home sale being $171,000. Again, this comparable sale shows a lower price per lot for a similar subdivision. These lots sold for half the amount of the lots that are proposed to adjoin the solar farm. Again, this matched pair strongly shows no additional impact attributable to the solar farm. If anything these two matched pairs show that the lots at the Meadows of Dukes Lake are selling at a higher price point than these other two recent bulk lot sales.

Matched Pair C – White Cross Solar Farm, Chapel Hill, NC

A new solar farm was built at 2159 White Cross Road in Chapel Hill, Orange County in 2013. After construction, the owner of the underlying land sold the balance of the tract not encumbered by the solar farm in July 2013 for $265,000 for 47.20 acres, or $5,606 per acre. This land adjoins the solar farm to the south and was clear cut of timber around 10 years ago. I compared this purchase to a nearby transfer of 59.09 acres of timber land just south along White Cross Road that sold in November 2010 for $361,000, or $6,109 per acre. After purchase, this land was divided into three mini farm tracts of 12 to 20 acres each. These rates are very similar and the difference in price per acre is attributed to the timber value and not any impact of the solar farm.

I consider this matched pair to strongly support the assertion that adjacency to a solar farm has no impact on adjoining residential/agricultural land.

Harmony of Use/Compatibility of Use

I have visited a number of existing and proposed solar farms to determine what uses are compatible with a solar farm. The data strongly supports adjoining agricultural and residential uses. While I have focused on adjoining uses, I note that there are many examples of solar farms being located within a quarter mile of residential developments, including such notable developments as Governor's Club in Chapel Hill, which has a nearby solar farm. Governor's Club is a gated golf community with homes selling for $300,000 to over $2 million.

The matched pair subdivisions noted above also show an acceptance of residential uses adjoining solar farms as a compatible or harmonious use.

Beyond these anecdotal references, I have quantified the adjoining uses for a number of solar farm comparables that are included in my files to derive a breakdown of the adjoining uses for each solar farm. The chart below shows the breakdown of adjoining uses by total acreage.

Percentage By Adjoining Acreage									All Res Uses	All Comm Uses
		Res	Ag	Res/AG	Park	Sub	Comm	Ind		
1	Goldsboro	35%	23%	0%	0%	3%	2%	37%	61%	39%
2	Willow Springs	8%	26%	66%	0%	0%	0%	0%	100%	0%
3	Kings Mtn	3%	12%	4%	0%	0%	0%	82%	18%	82%
4	White Cross	5%	51%	44%	0%	0%	0%	0%	100%	0%
5	Two Lines	3%	87%	8%	0%	3%	0%	0%	100%	0%
6	Strata	0%	0%	0%	100%	0%	0%	0%	100%	0%
7	Avery	13%	40%	47%	0%	0%	0%	0%	100%	0%
8	Mayberry	24%	51%	0%	0%	0%	4%	20%	76%	24%
9	Progress I	0%	45%	4%	0%	0%	0%	50%	50%	50%
10	Progress II	1%	99%	0%	0%	0%	0%	0%	100%	0%
11	Sandy Cross	0%	0%	100%	0%	0%	0%	0%	100%	0%
12	Zebulon	47%	0%	53%	0%	0%	0%	0%	100%	0%
13	Baldenboro	18%	59%	22%	0%	0%	0%	0%	100%	0%
14	Dement	33%	40%	27%	0%	0%	0%	0%	100%	0%
15	Vale Farm	1%	13%	86%	0%	0%	0%	0%	100%	0%
16	Eastover	0%	0%	0%	0%	0%	0%	0%	0%	0%
17	Wagstaff	7%	89%	4%	0%	0%	0%	0%	100%	0%
18	Roxboro	1%	93%	5%	0%	0%	0%	1%	99%	1%
19	McCallum	5%	93%	1%	0%	0%	0%	0%	100%	0%
20	Vickers	21%	58%	13%	0%	0%	2%	6%	92%	8%
21	Stout	52%	38%	0%	0%	0%	0%	10%	90%	10%
22	Mile	0%	20%	54%	0%	0%	0%	25%	75%	25%
	Average	15%	43%	24%	5%	0%	0%	11%	85%	15%
	Median	5%	40%	6%	0%	0%	0%	0%	100%	0%
	High	52%	99%	100%	100%	3%	4%	82%	100%	82%
	Low	0%	0%	0%	0%	0%	0%	0%	0%	0%

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

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I have also included a breakdown of each solar farm by number of adjoining parcels by parcel instead of acreage. Using both factors provides a better concept of what the neighboring properties consist.

Percentage by Number of Parcels Adjoining

		Res	Ag	Res/AG	Park	Sub	Comm	Ind	All Res Uses	All Comm Uses
1	**Goldsboro**	0%	0%	0%	0%	0%	0%	0%	0%	0%
2	**Willow Springs**	42%	37%	21%	0%	0%	0%	0%	100%	0%
3	**Kings Mtn**	40%	30%	10%	0%	0%	0%	20%	80%	20%
4	**White Cross**	33%	20%	40%	0%	7%	0%	0%	100%	0%
5	**Two Lines**	38%	46%	8%	0%	8%	0%	0%	100%	0%
6	**Strata**	71%	0%	14%	14%	0%	0%	0%	100%	0%
7	**Avery**	50%	38%	13%	0%	0%	0%	0%	100%	0%
8	**Mayberry**	42%	8%	0%	0%	0%	25%	25%	50%	50%
9	**Progress I**	0%	50%	25%	0%	0%	0%	25%	75%	25%
10	**Progress II**	20%	80%	0%	0%	0%	0%	0%	100%	0%
11	**Sandy Cross**	17%	0%	83%	0%	0%	0%	0%	100%	0%
12	**Zebulon**	90%	0%	10%	0%	0%	0%	0%	100%	0%
13	**Bladenboro**	62%	28%	7%	0%	3%	0%	0%	100%	0%
14	**Dement**	83%	6%	11%	0%	0%	0%	0%	100%	0%
15	**Vale Farm**	10%	20%	70%	0%	0%	0%	0%	100%	0%
16	**Eastover**	0%	0%	0%	0%	0%	0%	0%	0%	0%
17	**Wagstaff**	65%	30%	3%	0%	0%	0%	3%	98%	3%
18	**Roxboro**	33%	50%	8%	0%	0%	0%	8%	92%	8%
19	**McCallum**	77%	15%	4%	0%	0%	0%	4%	96%	4%
20	**Vickers**	47%	32%	5%	0%	0%	5%	11%	84%	16%
21	**Stout**	78%	6%	0%	0%	0%	0%	17%	83%	17%
22	**Mile**	0%	36%	45%	0%	0%	0%	18%	82%	18%
	Average	41%	24%	17%	1%	1%	1%	6%	84%	7%
	Median	41%	24%	9%	0%	0%	0%	0%	99%	0%
	High	90%	80%	83%	14%	8%	25%	25%	100%	50%
	Low	0%	0%	0%	0%	0%	0%	0%	0%	0%

Res = Residential, Ag = Agriculture, Sub = Substation, Com = Commercial, Ind = Industrial.

Both of the above charts show a marked residential and agricultural adjoining use for most solar farms. In fact every single solar farm considered included an adjoining residential use except for Progress I, which included an adjoining residential/agricultural use. These comparable solar farms clearly support a compatibility with adjoining residential uses along with agricultural uses.

Specific Factors on Harmony and Compatibility of Use

Appearance

Solar farm panels have no associated stigma at this time and in smaller collections are found in yards and roofs in many residential communities. Larger solar farms using fixed panels are a passive use of the land that is considered in keeping with a rural/residential area. Comparing a solar farm to a larger greenhouse as shown below is a very reasonable comparison given that a greenhouse is essentially another method for collecting passive solar energy. The greenhouse use is well received in residential/rural areas and has a similar visual impact as a solar farm.

I note that the fixed solar panels are all less than 10 feet high, which means that the visual impact of the solar panels will be less high than a typical greenhouse or even a single story residential dwelling. This property could be developed with single family housing that would have a much greater visual impact on the surrounding area given that a two-story home with attic could be four times as high as these proposed panels. The panels will be located behind a chain link fence.

The comparable solar farms that I have considered are presented in the addenda and include a variety of photos of solar farms. The photos show that these sites are generally well-maintained and there is no significant negative view.

For the reasons stated above, I conclude that the appearance of the proposed solar farm will maintain or enhance adjoining property values.

Noise

The proposed solar panels will be fixed and will not move to follow the sun. As these are passive, fixed solar panels there is no noise associated with these panels. The transformer reportedly has a hum that can only be heard in close proximity to this transformer and the buffers on the property are sufficient to make this hum inaudible from the adjoining properties.

There will be minimal onsite traffic generating additional noise.

The various solar farms that I have inspected and identified in the addenda were inaudible from the roadways. I heard nothing on any of these sites associated with the solar farm.

For the reasons stated above, I conclude that the lack of any noise associated with the proposed solar farm indicates that this use will maintain or enhance adjoining property values.

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Odor

The solar panels give off no odor of which I am aware.

The various solar farms that I have inspected and identified in the addenda produced no noticeable odor off site.

I therefore conclude that odor from the proposed project is not a factor and the project as designed will maintain or enhance the value of contiguous properties.

Traffic

The solar farm will have no onsite employee's or staff. Maintenance of the site is minimal and relative to other potential uses of the site, such as a residential subdivision, the additional traffic on this site is insignificant.

For the reasons stated above, I conclude that the lack of any significant traffic associated with the proposed solar farm indicates that this use will maintain or enhance adjoining property values.

Hazardous material

The solar farm presents no potential hazardous waste byproduct as part of normal operation. Any fertilizer, weed control, vehicular traffic, or construction will be significantly less than typically applied in a residential development or even most agricultural uses.

The various solar farms that I have inspected and identified in the addenda have no known pending environmental impacts associated with the development and operation of those farms.

I therefore conclude that there is no hazardous material concerns associated with the proposed project and therefore the project as designed will maintain or enhance the value of contiguous properties.

Market Commentary

I have surveyed a number of builders, developers and investors regarding solar farms over the last year. I have received favorable feedback from a variety of sources with some examples provided below.

A new solar farm was built on Zion Church Road at the Punch property. After construction of the solar farm in 2013, an adjoining tract of land with 88.18 acres sold for $250,000, or $2,835 per acre. This was a highly irregular tract of land with significant tree cover between it and the solar farm. I have compared this to a current listing of 20.39 acres of land that is located southeast just a little ways from this solar farm. This land is on the market for $69,000, or $3,428 per acre. Generally, a smaller tract of land would be listed for more per acre. Considering a size adjustment of 5% per doubling in size, and a 10% discount for the likely drop in the closed price off of the asking price, I derive an indicated value per acre of the smaller tract of $2,777 per acre. This is very similar to the recently closed sale adjoining the solar farm.

I consider this matched pair to strongly support the assertion that adjacency to a solar farm has no impact on adjoining residential/agricultural land.

I spoke with Lynn Hayes a broker with Berkshire Hathaway who sold a home at the entrance to Pickards Mountain where the home exits onto the Pickard Mountain Eco Institute's small solar farm. This home closed in January 2014 for $735,000. According to Ms. Hayes the buyer was excited to be living near the Eco Institute and considered the solar farm to be a positive sign for the area. There are currently a number of 10 acre plus lots in Pickards Meadow behind this house with lots on the market for $200,000 to $250,000.

Rex Vick with Windjam Developers has a subdivision in Chatham County off Mt. Gilead Church Road known as The Hamptons. Home prices in The Hamptons start at $600,000 with homes over $1,000,000. Mr. Vick expressed interest in the possibility of including a solar farm section to the development as a possible additional marketing tool for the project.

Mr. Eddie Bacon, out of Apex North Carolina, has inherited a lot of family and agricultural land and he has expressed interest in using a solar farm as a method of preserving the land for his children and grandchildren while still deriving a useful income off of the property. He indicated that he believed that solar panels would not in any way diminish the value for this adjoining land.

I spoke with Carolyn Craig, a Realtor in Kinston, North Carolina who is familiar with the Strata Solar Farms in the area. She noted that a solar farm in the area would be positive. "A solar farm is color coordinated and looks nice." "A solar farm is better than a turkey farm," which is allowed in that area. She would not expect a solar farm will have any impact on adjoining home prices in the area.

Mr. Michael Edwards, a broker and developer in Raleigh, indicated that a passive solar farm would be a great enhancement to adjoining property. "You never know what might be put on that land next door. There is no noise with a solar farm like there is with a new subdivision."

These are just excerpts I've noted in my conversations with different clients or other real estate participants that provided other thoughts on the subject that seemed applicable.

Conclusion

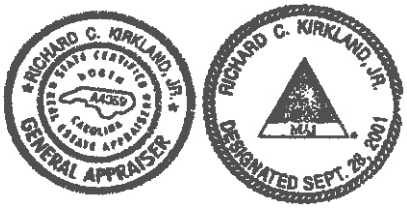
The matched pair analysis shows no impact in home values due to the adjacency to the solar farm as well as no impact to adjacent vacant residential or agricultural land. The solar farm at Pickards Mountain Eco Institute shows no impact on lot and home marketing nearby. The criteria for making downward adjustments on property values such as appearance, noise, odor and traffic all indicate that a solar farm is a compatible use for a rural/residential transition area.

Similar solar farms have been approved adjoining agricultural uses and residential developments. The adjoining residential uses have included single family homes up to $260,000 on lots as small as 0.74 acres, mobile homes, and apartments. The solar farm at the Pickards Mountain Eco Institute adjoins a home that sold in January 2014 for $735,000 and in proximity to lots being sold for $200,000 to $250,000 for homes over a million dollars. Clearly, adjoining agricultural uses are consistent with a solar farm.

Based on the presented information and my experience in appraising land and residential subdivision developments, I conclude that the proposed solar farm will have no negative impact on the adjoining properties and that this is a compatible and harmonious use with the area.

If you have any further questions please call me any time.

Sincerely,



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser

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Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

- The basic limitation of this and any appraisal is that the appraisal is an opinion of value, and is, therefore, not a guarantee that the property would sell at exactly the appraised value. The market price may differ from the market value, depending upon the motivation and knowledge of the buyer and/or seller, and may, therefore, be higher or lower than the market value. The market value, as defined herein, is an opinion of the probable price that is obtainable in a market free of abnormal influences.

- I do not assume any responsibility for the legal description provided or for matters pertaining to legal or title considerations. I assume that the title to the property is good and marketable unless otherwise stated.

- I am appraising the property as though free and clear of any and all liens or encumbrances unless otherwise stated.

- I assume that the property is under responsible ownership and competent property management.

- I believe the information furnished by others is reliable, but I give no warranty for its accuracy.

- I have made no survey or engineering study of the property and assume no responsibility for such matters. All engineering studies prepared by others are assumed to be correct. The plot plans, surveys, sketches and any other illustrative material in this report are included only to help the reader visualize the property. The illustrative material should not be considered to be scaled accurately for size.

- I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. I take no responsibility for such conditions or for obtaining the engineering studies that may be required to discover them.

- I assume that the property is in full compliance with all applicable federal, state, and local laws, including environmental regulations, unless the lack of compliance is stated, described, and considered in this appraisal report.

- I assume that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described and considered in this appraisal report.

- I assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- I assume that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.

- I am not qualified to detect the presence of floodplain or wetlands. Any information presented in this report related to these characteristics is for this analysis only. The presence of floodplain or wetlands may affect the value of the property. If the presence of floodplain or wetlands is suspected the property owner would be advised to seek professional engineering assistance.

- For this appraisal, I assume that no hazardous substances or conditions are present in or on the property. Such substances or conditions could include but are not limited to asbestos, urea-formaldehyde foam insulation, polychlorinated biphenyls (PCBs), petroleum leakage or underground storage tanks, electromagnetic fields, or agricultural chemicals. I have no knowledge of any such materials or conditions unless otherwise stated. I make no claim of technical knowledge with regard to testing for or identifying such hazardous materials or conditions. The presence of such materials, substances or conditions could affect the value of the property. However, the values estimated in this report are predicated on the assumption that there are no such materials or conditions in, on or in close enough proximity to the property to cause a loss in value. The client is urged to retain an expert in this field, if desired.

- Unless otherwise stated in this report the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act (effective 1/26/92). The presence of architectural and/or communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

- Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

- Possession of this report, or a copy thereof, does not carry with it the right of publication.

- I have no obligation, by reason of this appraisal, to give further consultation or testimony or to be in attendance in court with reference to the property in question unless further arrangements have been made regarding compensation to Kirkland Appraisals, LLC.

- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of Kirkland Appraisals, LLC, and then only with proper qualifications.

- Any value estimates provided in this report apply to the entire property, and any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.

- Any income and expenses estimated in this report are for the purposes of this analysis only and should not be considered predictions of future operating results.

- This report is not intended to include an estimate of any personal property contained in or on the property, unless otherwise state.

- This report is subject to the Code of Professional Ethics of the Appraisal Institute and complies with the requirements of the State of North Carolina for State Certified General Appraisers. This report is subject to the certification, definitions, and assumptions and limiting conditions set forth herein.

- The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

- This is a Real Property Appraisal Consulting Assignment.

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Certification – Richard C. Kirkland, Jr., MAI

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct;

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;

5. My engagement in this assignment was not contingent upon developing or reporting predetermined results;

6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal;

7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

8. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives;

10. I have made a personal inspection of the property that is the subject of this report, and;

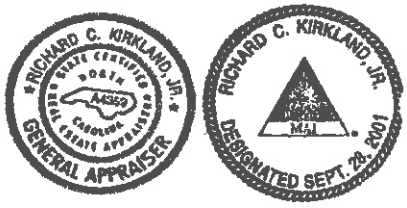
11. No one provided significant real property appraisal assistance to the person signing this certification.

12. As of the date of this report I have completed the requirements of the continuing education program of the Appraisal Institute;

13. I have not appraised this property within the last three years.

Disclosure of the contents of this appraisal report is governed by the bylaws and regulations of the Appraisal Institute and the National Association of Realtors.

Neither all nor any part of the contents of this appraisal report shall be disseminated to the public through advertising media, public relations media, news media, or any other public means of communications without the prior written consent and approval of the undersigned.



Richard C. Kirkland, Jr., MAI
State Certified General Appraiser

Solar Farm Comparable 1

Name	AM Best Farm
Address	2815 N William St
City	Goldsboro
County	Wayne

Tract Acres	38
Effective Acres	38
Output (MW)	6.65

Remarks:

Year Built	2013
SUP Approved	Feb-13
Inspection	Feb-13

Adjoining Use Breakdown

	Acreage	Parcels
Industrial	37.41%	43.33%
Commercial	1.92%	3.33%
Agriculture	22.69%	3.33%
Substation	2.58%	3.33%
Residential	35.40%	46.67%
Total	100.00%	100.00%

Surrounding Use Map

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Matched Pairs
As of Date: 2/11/2014

Adjoining Sales After Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
20	3600169964	Feddersen	1.56	Feb-13	$247,000	2012	3,571	$69.17	Ranch
21	3600169964	Gentry	1.42	Apr-13	$245,000	2013	3400	$72.06	2 Story
	3600195570	Helm	0.76	Sep-13	$250,000	2013	3292	$75.94	2 Story
	3600195361	Leak	1.49	Sep-13	$260,000	2013	3652	$71.19	2 Story
	3600196656	Hinson	0.75	Dec-13	$255,000	2013	3453	$73.85	2 Story
		Average	1.20		$251,400	2013	3,474	$72.44	
		Median	1.42		$250,000	2013	3,453	$72.06	

Nearby Sales After Solar Farm Completed

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
	3600193710	Barnes	1.12	Oct-13	$248,000	2013	3,400	$72.94	2 Story
	3601105180	Nackley	0.95	Dec-13	$253,000	2013	3,400	$74.41	2 Story
	3600192528	Mattheis	1.12	Oct-13	$238,000	2013	3,194	$74.51	2 Story
		Average	1.06		$246,333	2013	3,331	$73.96	
		Median	1.12		$248,000	2013	3,400	$74.41	

Adjoining Sales Before Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
22	3600183905	Carter	1.57	Dec-12	$240,000	2012	3,347	$71.71	1.5 Story
23	3600193097	Kelly	1.61	Sep-12	$198,000	2012	2,532	$78.20	2 Story
24	3600194189	Hadwan	1.55	Nov-12	$240,000	2012	3,433	$69.91	1.5 Story
		Average	1.59		$219,000	2012	2,940	$74.95	
		Median	1.59		$219,000	2012	2,940	$74.95	

Nearby Sales Before Solar Farm Announced

#	TAX ID	Owner	Acres	Date Sold	Sales Price	Built	GBA	$/GBA	Style
	3600191437	Thomas	1.12	Sep-12	$225,000	2012	3,276	$68.68	2 Story
	3600087968	Lilley	1.15	Jan-13	$238,000	2012	3,421	$69.57	1.5 Story
	3600087654	Burke	1.26	Sep-12	$240,000	2012	3,543	$67.74	2 Story
	3600088796	Hobbs	0.73	Sep-12	$228,000	2012	3,254	$70.07	2 Story
		Average	1.07		$232,750	2012	3,374	$69.01	
		Median	1.14		$233,000	2012	3,349	$69.13	

Solar Farm Comparable 4

Name	White Cross
Address	2159 White Cross Rd
City	Chapel Hill
County	Orange
Tract Acres	121.21
Effective Acres	45
Output (MW)	5

Remarks: Built on land adjoining a mobile home park with the same ownership of the solar farm. Owner also adjoining agricultural land.

Date Built	2013
SUP Approved	2012
Inspection Date	3/26/2012

Surrounding Uses

#	TAX ID	Owner	Acres	Present Use	% Adjoining Acres	Adjoining Parcels
1	9748456955	Cheek	19.88	Res/Ag	3.59%	6.67%
2	9748652607	Tripp	8.96	Residential	1.62%	6.67%
3	9748656467	Rich	31.76	Res/Ag	5.73%	6.67%
4	9748557159	Cecil	5.52	Residential	1.00%	6.67%
5	9748642712	Cecil	34.69	Res/Ag	6.26%	6.67%
6	9748734645	Barber	143.7	Agriculture	25.92%	6.67%
7	9748535992	Hackney	28.31	Agriculture	5.11%	6.67%
8	9748620795	Hackney	110.62	Agriculture	19.95%	6.67%
9	9748446160	Hackney	3.95	Residential	0.71%	6.67%
10	9748432369	Duke Energy	1.55	Substation	0.28%	6.67%
11	9748431180	Hackney	2.01	Residential	0.36%	6.67%
12	9748320786	Byron	35.8	Res/Ag	6.46%	6.67%
13	9748233155	Goodman	4.95	Residential	0.89%	6.67%
14	9748242720	Bradshaw	95.47	Res/Ag	17.22%	6.67%
15	9748267381	Cecil	27.24	Res/Ag	4.91%	6.67%
		Total	554.41		100%	100%

Adjoining Use Breakdown

	Acreage	Parcels
Agricultural	50.98%	20.00%
Res/Ag	44.16%	40.00%
Residential	4.58%	33.33%
Substation	0.28%	6.67%
Total	100.00%	100.00%

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Surrounding Use Map

Matched Pairs
As of Date: 2/28/2014

Type	TAX ID	Owner	Acres	Date	Price	$/Acre	Notes	Conf By
Adjoins Solar	9748336770	Haggerty	47.20	Jul-13	$265,000	$5,614	Clear cut	Betty Cross, broker
Not Near Solar	9747184527	Purcell	59.09	Nov-10	$361,000	$6,109	Wooded	Dickie Andrews, broker

The difference in price is attributed to the trees on the older sale.
No impact noted for the adjacency to a solar farm.
I looked at a number of other nearby land sales without proximity to a solar farm for this matched pair, but this land sale required the least allowance for differences in size, utility and location.

Solar Farm Comparable 5

Name	Two Lines Farm
Address	Zion Church Road
City	Hickory
County	Catawba

Tract Acres	100.56
Effective Acres	100.56
Output (MW)	6.4

Remarks: Owner of solar farm also owns 87% of adjoining acreage and 46% of adjoining parcels. Two large powerline easements cross this property.

Date Built	2013
SUP Approved	2012
Inspection Date	6/4/2012

Surrounding Uses

#	TAX ID	Owner	Acres	Present Use	% Adjoinin Acres	% Adjoining Parcels
1	700850	Duke Ene	10.46	Substation	2.81%	7.69%
2	1440	Childers	28.7	Res/Ag	7.71%	7.69%
3	1439	Dice	1.4	Residential	0.38%	7.69%
4	1437	Bolick	2.26	Residential	0.61%	7.69%
5	1429	Punch	24.23	Agricultural	6.51%	7.69%
6	1424	Punch	39.52	Agricultural	10.61%	7.69%
7	1426	Ramseur	0.44	Residential	0.12%	7.69%
8	1427	Mungro	0.69	Residential	0.19%	7.69%
9	1905	Alice M R	5.8	Residential	1.56%	7.69%
10	1403	Punch	49.6	Agricultural	13.32%	7.69%
11	1402	Punch	59.35	Agricultural	15.93%	7.69%
12	1401	Punch	61.18	Agricultural	16.43%	7.69%
13	1428	Punch	88.83	Agricultural	23.85%	7.69%
		Total	372.46		100%	100%

Adjoining Use Breakdown

	Acreage	Parcels
Agricultural	86.64%	46.15%
Res/Ag	7.71%	7.69%
Residential	2.84%	38.46%
Substation	2.81%	7.69%
Total	100.00%	100.00%

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Surrounding Use Map

Matched Pairs

As of Date: 2/11/2014

Type	TAX ID	Owner	Acres	Date	Sales Price	$/Acre	Size Adj.	Listing Adj.
Adjoins	360904929959	Whisnant	88.18	Apr-13	$250,000	$2,835	$2,835	$2,835
Not	360904612718	Ruff	20.39	Listing	$69,900	$3,428	$3,085	$2,777

I adjusted the smaller comp downward by 10% for being less than 1/4th the size of the subject property.
I adjusted the smaller comp downward by 10% for being a listing that will likely close for less.
The adjusted prices are very similar.
No impact indicated by this approach.

Solar Farm Comparable 12

Name	Zebulon Solar Farm
Address	2129 Pearces Road
City	Zebulon
County	Wake

Tract Acres	15.5
Effective Acres	15.5
Output (MW)	

Remarks: Owner plans to build homes on adjoining lots.

Date Built	Proposed
SUP Approved	
Inspection Date	1/20/2013

Adjoining Use Breakdown

	Acreage	Parcels
Res/Ag	53.41%	10.00%
Residential	46.59%	90.00%
Total	100.00%	100.00%

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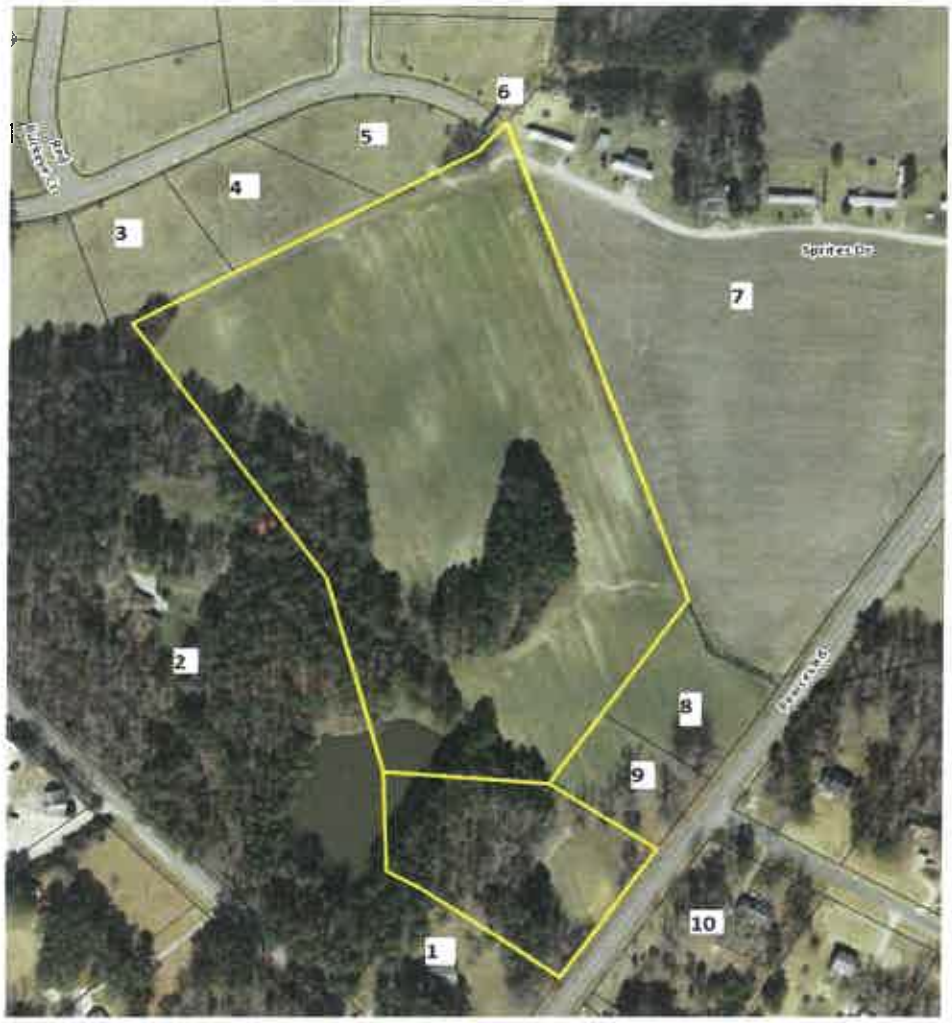
Surrounding Use Map



Surrounding Uses

#	TAX ID	Owner	Acres	Present Use	% Adjoining Acres	% Adjoining Parcels	Notes
1	110351	Fish	1.58	Residential	3.64%	10.00%	
2	338130	Windley	11.04	Residential	25.45%	10.00%	
3	362386	Dukes	1.00	Residential	2.31%	10.00%	
4	362385	Dukes	1.04	Residential	2.40%	10.00%	
5	362384	Dukes	1.00	Residential	2.31%	10.00%	
6	362383	Dukes	1.00	Residential	2.31%	10.00%	
7	22047	Sprite	23.17	Res/Ag	53.41%	10.00%	Mobile homes
8	338127	Ray	1.00	Residential	2.31%	10.00%	Owner of farm
9	338128	Ray	0.74	Residential	1.71%	10.00%	Owner of farm
10	145071	McClure	1.81	Residential	4.17%	10.00%	
		Total	43.38				

Matched Pairs
As of Date: 2/11/2014

#	TAX ID	Owner	Acres	Present Use	Date Sold	Price	Notes
1	110351	Fish	1.58	Residential	9/17/2012	$165,000	Owner unaware of proposed solar

The Meadows of Dukes Lake
In December 2013, a total of 22 lots were sold from Dukes Lake Properties to Wynn Construction for $25,000/lot.
These lots were sold in three deeds with no differentiation between the lots adjoining the proposed solar farm and the lots that did not adjoin the proposed solar farm. These lots average 1 acre in size.
The only lot that sold in this subdivision was Lot 4 which was 4.64 acres and it sold for $75,000 in 2010.
Wynn Construction is advertising this neighborhood for homes ranging from $240,000 to $270,000.

A nearby subdivision, Wakefield Meadows, was acquired by Honeywood Investments, LLC as 63 lots in April 2013 for $15,000 per lot.
Homes are selling for around $300,000, whereas they were selling for over $400,000 in 2006.

Both neighborhoods suffered in the downturn and sold bulk lots at significant discounts as shown above. However, the discount at the subdivision not near a solar farm was significantly higher than the discount seen at the Meadows of Dukes Lake.
These collections of lots therefore show no sign that the solar farm impacted the lot values.

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JUL 22 2016

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A Panasonic Eco Solutions Partner

Solar Energy Facilities & Land Use

A Guide For Property Owners & Neighbors

Coronal Development Services, LLC
321 East Main Street, Suite 300 | Charlottesville, VA 22902
Tel: 434-293-7589 | Fax: 434-293-4749 | www.coronaldevelopment.com

About Solar Energy

Solar energy is a clean, renewable, and reliable source of power. Solar energy is the most abundant energy resource on earth and is rapidly growing in popularity due to falling installation costs and improved efficiency. Utility-scale solar farms allow communities to harness the power of the sun most efficiently and economically.

Who We Are

Coronal Development Services (CDS), formerly Heliosage, is a leading national developer of commercial and utility scale solar projects, with 70 megawatts operational and a development pipeline totaling more than 900 megawatts across 20 states. We believe in the environmental and economic benefits of solar power and seek to build projects that are harmonious with and beneficial to the local community. Our approach is characterized by honesty, professionalism, and a willingness to partner with local communities to achieve projects that benefit all involved.

Noise

Solar panels produce no noise while in use. Electrical inverters, used to convert energy from direct current (DC) form to alternating current (AC) form, emit a low hum at about 65 decibels[1], comparable to the sound of an air conditioning unit.[2][3] Inverters are inaudible outside of the project perimeter and do not run at night.

Glare

Solar panels are designed to absorb and utilize sunlight, not reflect it. Most panels use special anti-reflective coating, suppressing reflection to approximately 2% of incoming

[1] "Questions and Answers: Ground-Mounted Solar Photovoltaic Systems." Massachusetts Department of
[2] "Solar Inverter Decibel Levels: Do Solar Farms Make Noise?" Solar Choice.
http://www.solarchoice.net.au/blog/solar-inverter-decibel-levels-do-solar-farms-make-noise/
[3] *Outdoor Noise and the Metropolitan Environment*, M.C. Branch et al., Department of City Planning, City of Los Angeles

JUL 22 2016
Planning D

sunlight.[4] Solar arrays are less reflective than windows or still water and will not negatively impact air traffic or homeowners.[5] For example, solar farms are currently operating adjacent to the Denver International Airport and Nellis Airforce Base in Nevada.

Ambient Temperature

When the sun's energy arrives at the Earth's surface it is either reflected or absorbed. The term "heat island" is sometimes used to describe the absorption of sunlight by city hardscapes (buildings, parking lots, etc.) that can result in an increased local temperature. Unlike roofs or roadways, solar panels are designed to absorb solar energy and convert it into electricity. Additionally, solar panels are mounted with space between the panel and the ground underneath, allowing airflow above and below the panels and thus eliminating any "heat island" effect. [6]

Runoff

Solar fields are generally considered a "permeable" surface, as they cause no additional runoff from the site.[7] Panel racks are driven straight into the ground, with no concrete pads or other barriers to inhibit the flow of water into the ground. The ground underneath solar panels is seeded with native vegetation to control runoff and prevent erosion. Solar panels require occasional cleaning to optimize performance (example, twice per year), but CDS does not use chemicals that may seep into the ground water. While most CDS solar sites were previously used for agriculture and already have adequate drainage measures in place, storm water flow is taken into account during the design of solar arrays and improvements are made where necessary. This design and review process is always conducted in cooperation with local officials responsible for providing land use approvals and construction permits.

Wetlands & Endangered Species

CDS seeks to avoid siting projects where the disturbance of delicate wetlands or the habitats of endangered species is a possibility. CDS sites are selected for potential development only after a preliminary environmental analysis has been conducted, including a review of federal, state, and local environmental databases. Additional,

[4] "Questions and Answers: Ground-Mounted Solar Photovoltaic Systems." Massachusetts Department of Energy Resources.
[5] Ibid.
[6] Ibid.
[7] Ibid.

rigorous environmental screening takes place once CDS applies for site use and construction permits, ensuring that the appropriate remediation measures are in place prior to and during construction and operation.

Aesthetics & Property Values

In addition to a pre-determined setback from adjacent roads and properties, CDS preserves existing vegetation on the property wherever possible to screen the array from view. CDS is open to working with affected homeowners to provide additional screening where necessary. Multiple independent studies have found no negative impact on home values as a result of proximity to a solar site.[8][9][10] Based upon CDS's careful site selection process, in most cases solar energy generation is deemed the highest and best use of the land by those parties responsible for authorizing the project under review.

Siting Solar

Not all properties can support a large solar array. Many factors contribute to the selection of property for solar, including size, topography, proximity to a utility substation, status of local electrical infrastructure, presence of wetlands and sensitive habitats, soil quality, and other characteristics. Solar energy facilities are typically considered a societally beneficial use of land, generating power for local communities in a responsible and sustainable manner. When a site has been selected for potential solar development, it is often unique to the local area and therefore site relocation can be difficult.

Local Economic Impact & Jobs

Solar projects represent multi-million dollar investments in equipment, engineering, construction, and permitting, and trigger a positive economic impact locally. The construction of solar projects creates demand for skilled and unskilled labor on a temporary basis, much of which can be sourced locally. During the design phase, local environmental engineering consulting firms and their vendors are often hired to secure local approvals for construction to begin. During the construction period new economic activity benefits the community's ancillary sectors, such as temporary housing, food

[8] "Questions and Answers: Ground-Mounted Solar Photovoltaic Systems." Massachusetts Department of Energy Resources.
[9] "Solar Farm Frequently Asked Questions & Information Sheet." Rethink Energy UK. http://rethink-energy.co.uk/assets/solar-farm-faqs-1.pdf
[10] Kirkland Appraisals, Real Estate Appraisal Report, Commissioned June 2014

Planning Dept.

service, and entertainment. In addition to these benefits, solar projects generate previously unavailable tax revenue.

Price of Energy

Solar projects do not raise the price of energy in a community. The energy sold from a solar facility to the local utility is often as cheap or cheaper than the same electricity otherwise generated and delivered from a conventional power plant. Solar facilities complement existing power plants and help replace the energy supply that is lost due to the retirement of conventional power plants in the area. Many utilities actively seek to purchase solar power or solar plants in order to diversify energy supply, reduce over reliance on single fuel sources, and enjoy the budgeting certainty that comes with a source of energy generation (sunlight) that is free, limitless, and clean.

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Solar Farm Images

HelioSage

Mounting System ("Racking")

- Aluminum alloy rails and galvanized steel posts
- Posts are pile driven (ballasted mounting systems do exist)
- Code compliant with any locality
- Ability to track sun East-West

Attachment A
BOS2016-10-19 p.139/564

Planning Dept.

EQUIPMENT PAD

- Contains inverters and transformer
- Pad and equipment dimensions - 15' wide, 35' length,15' high

HELIOSAGE

Attachment A
BOS2016-10-19 p.140/564

Solar Farm Images – Somers Solar Center

Attachment A
BOS2016-10-19 p.141/564

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SOLAR FARM IMAGES – SOMERS SOLAR CENTER

Attachment A
BOS2016-10-19 p.142/564

Solar Farm Images – Somers Solar Center

Attachment A
BOS2016-10-19 p.143/564

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HELIOSAGE ENERGY

HELIOSAGE

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Supplementary Materials

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JUL 22 2016
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Received
JUL 2
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CENTRAL VIRGINIA ELECTRIC COOPERATIVE

July 18, 2016

Attn. Jason Stewart
Fluvanna County
Dept. of Planning & Community Development
P.O. Box 540
Palmyra, VA 22963

Dear Mr. Stewart,

Coronal Development Services ("CDS") and Central Virginia Electric Cooperative ("CVEC") are pursuing a solar development that will provide long term benefits to CVEC members and Fluvanna residents. As part of this project, CDS is presently working diligently to bring online a 5MWac solar installation at the Little Creek Road site in Fluvanna County

The solar installation will provide CVEC members with energy from a renewable source, avoiding the potential environmental impacts, future cost increases and regulatory risk of a carbon based fuel for this portion of the power supply. Having a local generator also offsets some need for more and larger high voltage transmission lines, and avoids transmission system charges for this portion of the power supply to CVEC members, including Fluvanna residents served by the Cooperative. All capacity provided by the project locally on the peak days in the PJM regional transmission systems allow CVEC to avoid purchasing that same capacity from a market with ever increasing costs. The project is an important piece of the diversified portfolio strategy that CVEC is implementing for its long term power supply procurement to help manage risks and costs for its members going forward.

The project has become economically feasible as solar equipment costs have dropped in recent years. Solar energy is now competitive with electricity from other sources, and this project will be the first significant step toward including solar generated electricity as a portion of the long term plan.

CVEC is a not for profit, member owned utility that seeks to keep its costs competitive to assure that rural living is a sustainable option. As America came out of the Great Depression, cooperatives were formed by local farmers and businessmen to provide electricity to the rural areas that would never be served by the free market due to the low customer density and high capital costs for running wires across open farmland. Just as we see with today's lack of true broadband internet options in rural Fluvanna and other parts of Virginia and the United States, the need to provide a return for utility investors does not translate into providing services in rural America, even if those services are

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Toll Free: 800/FOR-CVEC (800/367-2832) • Internet: www.mvcvec.com

essential to provide an adequate quality of life. As a cooperative, we are not looking to enhance returns to our shareholders but instead to improve the quality of the lives of our members, including the residents of rural Fluvanna.

CVEC prefers to do business in local areas to reinvest our members' dollars into the local economies. Doing business locally is one more step in keeping our rural communities vibrant and viable. During the construction of this project local businesses will benefit from the construction activities and the additional sales of food, equipment and gasoline with the increased activity. The project will have a net benefit to Fluvanna in many ways. In return, we would ask Fluvanna County to consider helping the CVEC members by approving this Special Use application.

Please let us know if you have any questions we can help with as you deliberate the best method to allow the project to move forward.

Sincerely,

Gary Wood
President and CEO

Post Office Box 247 • Lovingston, VA 22949 • Telephone: 434/263-8336 • Fax: 434/263-8339
Toll Free: 800/FOR-CVEC (800/367-2832) • Internet: www.mycvec.com

Friday, July 8, 2016 at 6:54:53 AM Central Daylight Time

Rec
JUL 22
Planning L

Subject: RE: Coronal - Fluvanna County Rollback Taxes & Real Property Taxes
Date: Wednesday, July 6, 2016 at 12:56:21 PM Central Daylight Time
From: Lauren Sheridan
To: Kyle West
CC: Mel Sheridan

Kyle,

Regarding the properties that are the proposed site of your project, map number 5-A-23 is not in the land use program and therefore would not incur a rollback bill. Map number 5-A-23E is currently in the land use program and would incur a rollback bill once the land no longer qualified for the program. If a rollback bill were run today for map number 5-A-23E, it would be around $7,500. A rollback bill is calculated by the deferred taxable value for the current year plus five prior years plus interest, therefore the amount changes depending on when the bill is run.

To find the current real estate taxes on the properties, please contact the Treasurer's Office at (434) 591-1945 and they would be able to provide you with the data. I am unable to provide the future taxes on these properties as the Board of Supervisors do not set the tax rate until April.

Should you have any additional questions, please let me know.

Thanks,
Lauren

Lauren R. Sheridan
Deputy Commissioner of the Revenue
County of Fluvanna
34 Palmyra Way
P.O. Box 124
Palmyra, VA 22963
(434) 591-1940
(434) 591-1941 Fax

From: Kyle West [mailto:kwest@coronalgroup.com]
Sent: Wednesday, July 06, 2016 12:54 PM
To: Lauren Sheridan
Subject: Coronal - Fluvanna County Rollback Taxes & Real Property Taxes

Lauren,

Thank you for your time this morning. As mentioned, we would like to understand the rollback tax and forward-looking real property tax implications for our proposed 5MWac solar project.

The project will occupy approximately 50 acres (see attached Site Plan) on the two attached parcels.

Using the attached, can you provide the rollback tax estimate, the current real property taxes and the future real property taxes?

Best regards,

Kyle S. West
Director, Project Development

C 202 758 7573
P 434 299 0335
kwest@coronalgroup.com

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Memorandum

DATE: September 22, 2016

RE: Planning Commission APO Letter

TO: Jason Stewart

FROM: Stephanie Keuther

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the September 28, 2016 Planning Commission Meeting.

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

COUNTY OF FLUVANNA

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NOTICE OF PUBLIC HEARING

September 22, 2016

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on SUP 16:09

Dear «Name»:

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced item as noted below:

Purpose:	**Planning Commission Public Hearing**
Day/Date:	**Wednesday, September 28, 2016**
Time:	**7:00 PM**
Location:	**Fluvanna County Circuit Court Room, Palmyra, VA**

The applicant or applicant's representative will be present at the Planning Commission meeting for the special use permit request that is described as follows:

SUP 16:09 Coronal Development Solar Farm - A request for a special use permit to construct a solar farm (Major Utility), with respect to 57 acres of Tax Map 5, Section A, Parcels 23 and 23E. The property is located along Palmer Farm Lane off Little Creek Road (State Route 617), approximately 800 feet west of the intersection with James Madison Highway (US Route 15). The parcels are zoned A-1 Agricultural, General and I-1 Industrial, Limited. The parcels are within the Zion Crossroads Community Planning Area and the Columbia Election District.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: http://fluvannacounty.org/government/pc/agendasactionsminutes. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434–591–1910.

Sincerely,

Jason Stewart

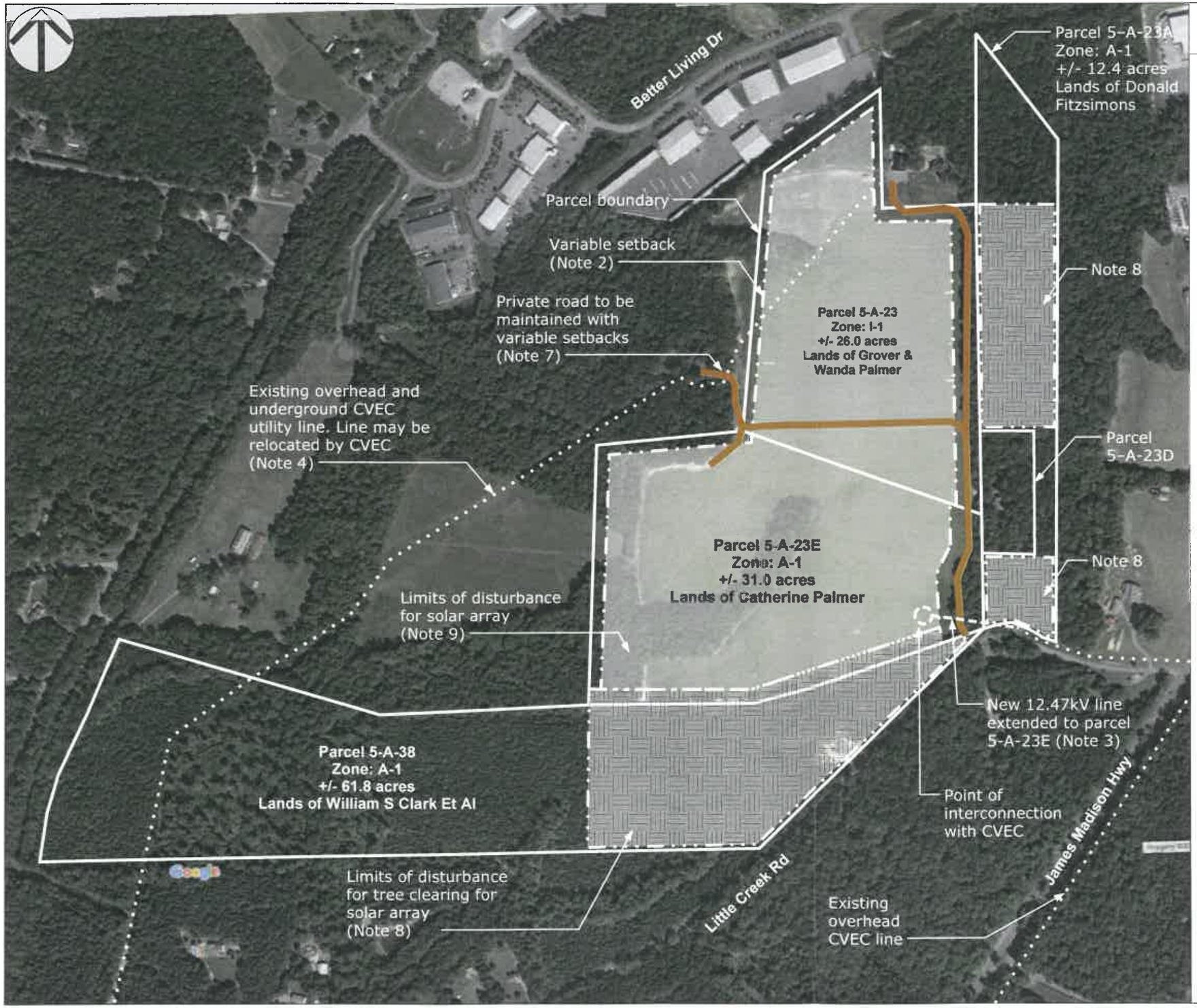
Jason Stewart
Planning and Zoning Administrator

SUP 16 :10

TMP	NAME	ADDRESS	CITY, STATE	ZIP
5 A 38	William S Clark ET AL Co/ Clsrk Oliver	3961 Pomeroy Dr	Winston Salem, NC	27105
5 A 23E	Bryan K. Palmer ET AL	705 Aldrige Ln	Scottsville, VA	24590
5 A 23F	Gary & Patricia L. Swain	172 Palmer Farm Ln	Troy, VA	22974
5 A 23A	Donald Fitzsimons	P.O Box 312	Grottoes, VA	24441
5 7 9C	Virginia Properties, LLC	P.O Box 7627	Charlottesville, VA	22906
5 7 8	Hunters Branch LLC	P.O Box 7627	Charlottesville, VA	22906
5 A 23B	Grover & Wanda Palmer	987 Little Creek Rd	Troy, VA	22974
5 A 23D	Connie A Palmer & Dona Fitzsimons	118 Palmer Farm Ln.	Troy, VA	22974

Attachment B

CONFIDENTIAL. THIS DRAWING AND ANY DATA, DESCRIPTION AND OTHER INFORMATION CONTAINED HEREIN ARE CONSIDERED AS PROPRIETARY AND THE EXCLUSIVE PROPERTY OF CORONAL DEVELOPMENT SERVICES, LLC. AND SHALL NOT BE PUBLISHED, REPRODUCED, COPIED, DISCLOSED OR USED IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CORONAL DEVELOPMENT SERVICES, LLC. ALL RIGHTS RESERVED.



Project Location
Little Creek Rd, Troy, VA 22974
37.967240, -78.230963

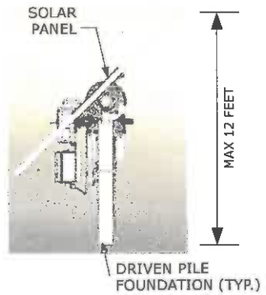
Project Notes

1. Parcels 5-A-23 and 5-A-23E are under lease option with Coronal Development Services, LLC. Parcel 5-A-23A is in a Timber Removal Agreement with Palmer Solar Center, LLC. Parcel 5-A-38 under contract negotiations for treé clearing.
2. Project will adhere to Fluvanna County setback and screening requirements per Ordinance Chapter 22:

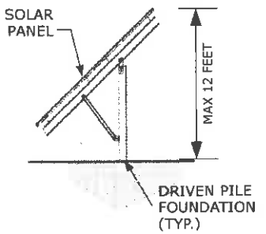
	A-1	I-1
Public Road	125ft	50ft
Private Road	100ft	50ft
Side Yard	50ft	N/A
Rear Yard	75ft	N/A

3. Project and Utility will obtain necessary easement and encroachment agreements to extend existing 12.47kV utility line to the site. The new line will require tree clearing for the ROW.
4. Project will obtain necessary easement or encroachment agreement to locate project near existing underground utility line or relocate the line.
5. Solar array to be surrounded by 7' security fence.
6. Project will obtain appropriate environmental permits and approvals, as required.
7. Facility access will be from existing driveway to Parcel 5-A-23E off Little Creek Road. Farm road to be maintained to VDOT standards.
8. Trees to be cleared on Parcels 5-A-23A and 5-A-38 for shading purposes for the solar array.
9. Exact location of solar arrays, interconnection equipment, and roadways to be determined.
10. No lighting will be added to facility.
11. Equipment is representative only and may change based on availability and market conditions.
12. All dimensions specified here are for reference only; do not scale this drawing, not for construction.

SIDE PROFILE - SINGLE-AXIS TRACKER



SIDE PROFILE - FIXED-TILT



CORONAL

DEVELOPER
Coronal Development Services
321 E Main St, Suite 300, Charlottesville, VA 22902

DIRECTOR OF PLANNING APPROVAL

DATE

ISSUE 05.03.16
RE-ISSUE 08.10.16

PROJECT
Palmer Solar Center

DRAWN BY
SS
DESCRIPTION
Conceptual Site Plan

a

01

Sign-in sheet for the

August 10, 2016 Neighborhood Meeting

Please Print Your Name & Address:

SUP 16:09

1. Wanda Palmer
2. Connie Palmer
3. R.S. Glass

ZMP 16:05 –

4. Jane & Ray Martin - 697 LAKE MONTICELLO RD.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.

Neighborhood Meeting Notes – August 10, 2016

Special Use Permit 16:09 – Coronal Development Services

- How far back will the tree line be cleared/trimmed?
- Wet strip/wetlands?
- Site work/disturbance of land?
- Lease agreement / removal of equipment at end of term?
- Road maintenance?
- Stormwater runoff?
- Impact on taxes/personal property?

Rezoning Application ZMP 16:05 – CPBurns Properties LLC

- Singlewide used as rental property?
- Would like to see the property remain agricultural
- Lighting? (proposed to be pointed down)
- Noise?
- Hours? (will be open 24 hours)
- Accidents in front of Julian and Carolyn Thomas property; entrance to property could be dangerous; fitness center traffic

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

August 25, 2016

Kyle West
Coronal Development Services
321 E. Main Street, Suite 3
Charlottesville, VA 22902

Delivered via email to kwest@coronalgroup.com

Re: SUP 16:09 Coronal Development Services
Tax Map: 5, Section A, Parcels 23 & 23A

Dear Mr. West:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, August 11, 2016:

1. Planning staff wanted to know if all of the equipment related to the farm would be removed at the end of the lease and if the applicant would be willing to have this be a condition of the special use permit. The applicant had no objection to this request.

2. Fire Chief had no comments.

3. Building Official wanted to know how similar projects of this nature were permitted and/or taxed in other localities. The applicant gave examples from several Virginia localities but said more projects had been done in North Carolina than Virginia.

4. VDOT: VDOT has made a site visit and reviewed the sketch plan for the proposed Coronal Development Solar Farm on Little Creek Road (Rte. 617) in Fluvanna County. Rte. 617 has a functional classification of Rural Local Road and VDOT's 2015 Traffic Data shows that Rte. 617 has an Average Annual Daily Traffic of 220 which classifies it as a Low Volume Road. The speed limit on Rte. 617 is unposted and is therefore considered to be the statutory 55 mph speed limit. The entrance to the Solar Panel Farm will be considered a Low Volume Entrance (maximum 50 vehicles per day) since once it is constructed traffic visiting the facility will be infrequent. A Low Volume Entrance requires that Stopping Sight Distance be achieved compared to Intersection Sight Distance for a Commercial Entrance which is greater. Based on the statutory 55 mph speed limit a minimum of 495 ft. of Stopping Sight Distance from the existing entrance (Palmer Farm Road) is required in both directions (east and west). NOTE: Rte. 617 was paved sometime in 2008 under VDOT's Rural Rustic Road Program. During the 2008 Session, the General Assembly established that the maximum speed limit for a road designated as a Rural Rustic Road, on or after July 1, 2008 is 35 mph. VDOT will research this matter and determine if the 35 mph speed limit currently applies to Rte. 617. Some of the options available to address the existing sight distance limitations for this site are:

- If a sight easement is acquired across the front of Parcel 5-A-40 (inside of curve on south side of Rte. 617) the existing entrance at Palmer Farm Lane will have approximately 270 ft. of available sight distance to the left (east). The existing entrance has well over 500 ft. of sight distance to the right (west) if some trees immediately west of the existing entrance are removed from Parcel 5-A-38. This option would more than satisfy the Stopping Sight Distance at a posted speed limit of 35 mph.
- If the entrance to the solar panel site is shifted approximately 400 ft. to the west onto Parcel 5-A-38 the 495 ft. of Stopping Sight Distance required at a 55 mph posted speed limit can be achieved.
- If the entrance to the solar panel site is shifted approximately 200 ft. to the west onto Parcel 5-A-38 the 250 ft. of Stopping Sight Distance required at a 35 mph posted speed limit can be achieved.

It should be noted that the construction traffic resulting from the Solar Panel Farm will require submission, approval and implementation of a Temporary Traffic Control Plan (see VDOT's 2015 Work Area Protection Manual for details).

5. Health Department had no comments.

The Planning Commission will have a meeting to discuss this item at their Wednesday, September 28, 2016 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,
Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File

TAB H

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016					
AGENDA TITLE:	**ZMP 16:05** – Fluvanna Self Storage					
MOTION(s):	I move that the Board of Supervisors **approve/deny/defer** ZMP 16:05, a request to amend the Fluvanna County Zoning Map with respect to approximately 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32, to rezone the same from A-1, Agricultural, General, to B-1, Business, General.					
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
	X					
STAFF CONTACT(S):	Brad Robinson, Senior Planner					
PRESENTER(S):	Brad Robinson, Senior Planner					
RECOMMENDATION:	At its meeting on September 28, 2016, the Planning Commission **recommended approval** of ZMP 16:05 (3-1-1); Mr. Gaines moved to recommend approval, Mr. Zimmer seconded. AYES: Bibb, Gaines, Zimmer. Mr. Johnson abstained, and Mr. Lagomarsino was absent.					
TIMING:	Immediate decision requested at current meeting.					
DISCUSSION:	Request to amend the Fluvanna County Zoning Map with respect to 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32, to rezone the same from A-1, Agricultural, General, to B-1, Business, General.					
FISCAL IMPACT:						
POLICY IMPACT:	**Regarding ZMP 16:05**, the Board of Supervisors may: • Approve this request, allowing the Fluvanna County Zoning Map to be amended; OR • Deny this request, preventing the Fluvanna County Zoning Map from being amended; OR • Defer this request and make a final decision at a later date.					
LEGISLATIVE HISTORY:	Review of a proposed Zoning Map Amendment in accordance with Chapter 22, Article 17 of the Fluvanna County Code (Zoning Ordinance). Application was received on August 1, 2016. Planning Commission reviewed the request on September 28, 2016.					
ENCLOSURES:	Staff Report (with accompanying attachments)					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	
					X	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 16:05
Tax Map: Tax Map 8, Section A, Parcels 31 & 32

From: Brad Robinson
District: Palmyra
Date: October 19, 2016

General Information: This request is to be heard by the Board of Supervisors on Wednesday, October 19, 2016 at 7:00 pm in the Circuit Court Room in the Courts Building.

Owner/Applicant: CPBurns Properties LLC

Representative: Carlos A. Burns

Requested Action: To amend the Fluvanna County Zoning Map with respect to 3.67 acres of Tax Map 8, Section A, Parcels 31 & 32, to rezone the same from A-1, Agricultural, General, to B-1, Business, General. (Attachment A)

Location: The affected property is located on the north side of Lake Monticello Road (State Route 618), approximately one half mile east of its intersection of Thomas Jefferson Parkway (State Route 53). The parcels are within the Rivanna Community Planning Area and the Palmyra Election District.
(Attachment B)

Existing Zoning: A-1, Agricultural, General (Attachment C)

Proposed Zoning: B-1, Business, General

Existing Land Use: Residential

Planning Area: Rivanna Community Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1 and R-4, with B-1 zoning in close proximity (approximately 50 feet) to the east.

Zoning History: None

Neighborhood Meeting:

A neighborhood meeting was held August 10, 2016. There were two (2) attendees not including staff and the applicant.

The attendees had questions or concerns about issues involving lighting, noise, hours of operation and traffic.

(Attachment D)

Technical Review Committee:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, August 11, 2016:

1. Planning staff had no comments.
2. Fire Chief stated that the road access within the project appears to be about 24 feet in width. The applicant responded that they normally prefer around 27 feet.
3. Building Official wanted to know if the existing property line between the two parcels being rezoned was going to be vacated. Building walls that are five (5) feet or less from a property line are required to be fire rated.
4. VDOT: VDOT has made a site visit and reviewed the sketch plan for the proposed Fluvanna Self Storage. Two storage units are shown on the conceptual site plan with stub outs indicating that there will be additional storage units or other development in the future. Based on the two (2) storage units shown on the conceptual site plan (5,000 sq. ft. & 5,400 sq. ft.), a Low Volume Commercial Entrance (maximum 50 vehicles per day) would be adequate for the first phase of development. There are several trees to the east of the proposed entrance that will have to be removed and some trimming of limbs may be required to the west in order to provide the minimum 360 ft. of Stopping Sight Distance required for a Low Volume Entrance. If full buildout of the site exceeds the maximum 50 vehicles per day then an entrance analysis is required as well as a Commercial Entrance with a minimum of 500 ft. of Intersection Sight Distance in both directions. Based upon initial review, if a Commercial Entrance is required it appears that a sight distance easement would most likely be required from the landowner(s) to the west of the proposed entrance on the south side of Rte. 618 along the inside of the horizontal curve in order to achieve the minimum 500 ft. of Intersection Sight Distance to support a Commercial Entrance. If a sight easement is required, in addition to the sight triangle, designate the entire area 5 ft. beyond and parallel to the sight triangle as part of the sight easement. Make sure that any proposed signs, landscaping, etc. along Rte. 618 does not obstruct or impair the required minimum of 360 ft. of Stopping Sight Distance for a Low Volume Entrance or the minimum 500 ft. of Intersection Sight Distance. If a gate is installed to control access to the site, make sure that it is set back far enough from Rte. 618 that vehicles entering the site do not block traffic on the state road.
5. Health Department had no comments.

(Attachment E)

Analysis:

The applicant is requesting to rezone 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32 from A-1, Agricultural, General, to B-1, Business, General. The subject property is located on the north side of Lake Monticello Road (State Route 618) approximately ½ mile east of its intersection with Thomas Jefferson Parkway (State Route 53).

The proposed use of the property is a self-storage facility. This site will be an extension of Fluvanna Self Storage operated by the applicant just east of the property (approximately 450 feet) at 21 Burns Plaza. The existing business and subject property to be rezoned are separated by a driveway serving residential properties at the rear as well as a strip commercial center that contains Orme Family Fitness along with other businesses.

Both subject properties contain an existing dwelling; the one on Tax Map 8-A-31 (677 Lake Monticello Road) is currently vacant while the one on Tax Map 8-A-32 (647 Lake Monticello Road) is currently occupied. If this rezoning request is approved, the applicant proposes to remove the dwelling on Tax Map 8-A-31 and retain the one on Tax Map 8-A-32 as rental property. A rezoning to B-1 would deem the remaining dwelling as a legal nonconforming use.

Initial development of the property will involve the construction of two storage facility buildings in the general area of the dwelling that is proposed to be removed. In accordance with the applicant's sketch plan, one storage building will be 5,000 square feet in size while the other will be 5,400 square feet. The applicant also intends to vacate the property line between the two subject parcels in order to only have one parcel. Depending on future needs of the business, additional storage buildings could be added to the property in the future – however this is anticipated to be several years or more. Any future expansion would be permitted by right in the B-1 District and would simply need to obtain required reviews and approvals at that time.

The purpose of the A-1 District is "*to conserve water and other natural resources, reduce soil erosion, protect watersheds and reduce hazards from floods; to preserve the rural character of the county; to promote existing and future farming and forestry operations; and to promote the retention of undisturbed open space.*"

In contrast, the B-1 District "*covers those areas of the county as defined by the Comprehensive Plan that are intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of light retail goods, or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles.*"

If this rezoning is approved, then a site development plan that is in full compliance with county ordinances and associated proffers shall be reviewed and approved by planning staff prior to the commencement of any site improvements or construction.

(Attachment F)

Comprehensive Plan:

Land Use Chapter:
The Comprehensive Plan designates this property as within the Rivanna (Lake Monticello) Community Planning Area. According to this chapter, *"the area is traditionally neighborhood residential, with primarily single-family detached dwellings. Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes. Neighborhood mixed-use is needed to help offset the volume of single-family residential development in this community. Additional services and infrastructure are needed to accommodate more growth."*

The Rivanna Community Planning Area is the most developed planning area in the county, and represents a good mixture of residential and commercial uses to sustain the citizenry. A variety of retail, food service and professional service oriented businesses are located in and around the Rivanna CPA.

Economic Development Chapter:
According to this chapter, *"the primary infrastructure service areas will be the Zion Crossroads, Lake Monticello, and Fork Union community planning areas."* This property is located within the Rivanna (Lake Monticello) Community Planning Area, in close proximity to high-density residential development.

Conclusion:

This rezoning request appears to meet the intent of the Comprehensive Plan in that the proposed rezoning may contribute to *"medium and small commercial businesses, along with office, civic, and residential uses, combine to form a series of neo-traditional developments that are interconnected with surrounding development"*. Additionally, the proposed use may contribute to the sustainability of services for the greater Lake Monticello residential community.

In addition to conformance with the Comprehensive Plan, the Board of Supervisors may want to consider any potential adverse impacts, such as traffic entering and exiting the property, noise, or potential impacts to adjacent properties.

Suggested Motion:

I move that the Board of Supervisors recommend approval/denial/deferral of ZMP 16:05, a request to amend the Fluvanna County Zoning Map with respect to approximately 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32, to rezone the same from A-1, Agricultural, General, to B-1, Business, General.

Attachments:
A – Application and APO Letter
B – Aerial Vicinity Map
C – Existing Zoning Map
D – Neighborhood Meeting sign in sheet and comments
E – TRC comment letter

F – Applicant's site rendering
G – Proposed ordinance
H – Letters of support from neighbors

Copy: Mr. Carlos Burns – carlos@storefss.com
File

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application for Rezoning

BRENDA A. MAWYER
Notary Public
Commonwealth of Virginia
4076475
My Commission Expires Oct 31, 2018

Owner of Record: CPBURNS PROPERTIES LLC
E911 Address: 29 WHIPPOORWILL LANE, PALMYRA, VA 22963
Phone: 434-960-6668 Fax:
Email: CPBURNS.PROPERTIES@GMAIL.COM

Applicant of Record: CPBURNS PROPERTIES LLC
E911 Address: 29 WHIPPOORWILL LN, PALMYRA, VA 22963
Phone: 434-960-6668 Fax:
Email: CPBURNS.PROPERTIES@GMAIL.COM

Representative: CARLOS A. BURNS
E911 Address: 40 XEBEC RD, PALMYRA, VA 22963
Phone: 434-906-3552 Fax:
Email: CPBURNS.PROPERTIES@GMAIL.COM

Note: If applicant is anyone other than the owner of record, written authorization by the owner designating the applicant as the authorized agent for all matters concerning the request shall be filed with this application.

Is property in Agricultural Forestal District? (•) No ( ) Yes
If Yes, what district:

Tax Map and Parcel(s): TMP 8(A)-31 AND 8(A)-32 **Deed Book Reference:** DB 962 P 933
Acreage: 3.67 ACRES **Zoning:** A-1 Deed Restrictions? (•) No ( ) Yes (Attach copy)

Location of Parcel: north side of Lake Monticello Road; 0.7 miles east of intersection w/ Thomas Jefferson Pkwy

Requested Zoning: B-1 Proposed use of Property: Residential (existing home) and self storage facility

Affidavit to Accompany Petition for Rezoning

By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the Board of Supervisors during the normal discharge of their duties in regard to this request.
I/We, being duly sworn, depose and say that we are Owner/Contract Owner of the property involved in this application and that we have familiarized ourselves with the rules and regulations of the Zoning Ordinance with respect to preparing and filing this application, and that the foregoing statements and answers herein contained and the information on the attached map to the best of our ability present the argument on behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of our knowledge.

Date: 7-29-16 Signature of Owner/Applicant: Carlos Burns State of VA County of Albemarle

Subscribed and sworn to before me this 29th day of July ,20 16 Register # 4076475

My commission expires: 10.31.2018 Notary Public: Brenda A Mawyer

All plats must be folded prior to submission to the Planning Department for review. Rolled plats will not be accepted.

OFFICE USE ONLY			
Date Received: 8/1/16	Pre-Application Meeting:	PH Sign Deposit Received:	Application #: ZMP ZMP : 16 005
$1,000 plus $50 for per acre plus mailing costs fee paid:	**Mailing Costs:** $20.00 Adjacent Property Owner(APO) after 1st 15, Certified		
Proffer or Master Plan Amendment: $750.00 plus mailing costs			
Election District: Palmyra		Planning Area: Rivanna	

Public Hearings	
Planning Commission	**Board of Supervisors**
Advertisement Dates: 9/15/16 & 9/22/16	Advertisement Dates: 10/6/16 & 10/13/16
APO Notification: 9/14/16	APO Notification: 10/5/16
Date of Hearing: 9/28/16	Date of Hearing 10/19/16
Decision:	Decision:

Print Form

Attachment A

COMMONWEALTH OF VIRGINIA

COUNTY OF FLUVANNA
Rezoning Processing Checklist

The following information shall be submitted with the application and is to be provided by the applicant for the processing of the application:

All maps and plans submitted are to be either 81/2" x 11" or 11" x 17". One original of any size may be provided to staff for use at the Public Hearing.

COUNTY STAFF USE ONLY

- [x] Completed Rezoning Application signed by the current owner of the property or a separate statement signed by the current owner authorizing the application (Affidavit to accompany Petition for Rezoning.
- [x] Copy of plat(s) showing existing and proposed improvements
- [ ] Copy of Tax Map (preferred)
- [ ] Copy of deed restrictions (if applicable)
- [x] Description of proposed use
- [x] Preliminary site plan (10 required, 18 preferred)
- [ ] Any applicable contracts, easements, etc.
- [x] Application fee in full made payable to **Fluvanna County.**

Review of the Application

- [ ] Preliminary review by planning staff for completeness and content.
- [ ] Copies of application: office, agencies and county attorney
- [ ] Government agency review and comment (not an inclusive listing)
  - [ ] VDOT
  - [ ] Health Department
  - [ ] Fire Chief
  - [ ] FUSD Manager
  - [ ] Aqua Virginia
  - [ ] School Superintendent
  - [ ] Army Corp of Engineers
  - [ ] County Administer
- [ ] Any concerns addressed by the governmental agencies shall be discussed in a meeting with the applicant and a representative from the agency.
- [ ] Placed as a Public Hearing on the next available agenda of the Planning Commission.
- [ ] Notification of the scheduled Public Hearing to the following:
  - [ ] Applicant
  - [ ] All adjacent property owners
  - [ ] Advertise in accordance with VA Code § 15.1-431
- [ ] Staff Report to include, but not be limited to:
  - [ ] Is the need for change necessary?
  - [ ] Is the change consistent with good planning practices?
  - [ ] Is the change consistent with the comprehensive plan?
  - [ ] Is the change consistent with the adjacent land uses?
  - [ ] Will the change constitute spot zoning?
  - [ ] Are proffers necessary?
  - [ ] Is there any detriment to the health, safety and welfare of the community?

COUNTY STAFF USE ONLY

Meetings for the processing of the application

☐ Applicant for a representative must appear at the scheduled hearing. The Planning Commission may: defer the request pending further consideration or recommend to the Board of Supervisors: Approval; Approval subject to submittal or correction; or denial.

☐ Notification to the applicant regarding the Planning Commission's decision.

☐ Placed as a Public Hearing on the next available agenda of the Board of Supervisors.

☐ Staff Report and Planning Commission recommendation forwarded to the Board of Supervisors.

☐ Notification of the scheduled Public Hearing to the following:
- ☐ Applicant ☐ All adjacent property owners
- ☐ Advertise in accordance with VA Code § 15.1-431

☐ Applicant or a representative must appear at the scheduled hearing. After considering all relevant information from the applicant and the public, the Board of Supervisors will deliberate on points addressed in the Staff Report.

☐ The Board of Supervisors may: Approve; Deny; or defer the request pending further consideration; or remand the case back to the Planning Commission for further consideration.

Actions

☐ With approval, the development may proceed.

☐ If denied, an appeal to the Courts may be prescribed by law.

☐ No similar request for a Rezoning for the same use at the same site may be made within one year after the denial.

BURNS PLZ
JEFFERSON DR
LAKE MONTICELLO RD
BELLE PARADIS LN
8
1:2,257
0 0.0175 0.035 0.07 mi
0 0.03 0.06 0.12 km
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

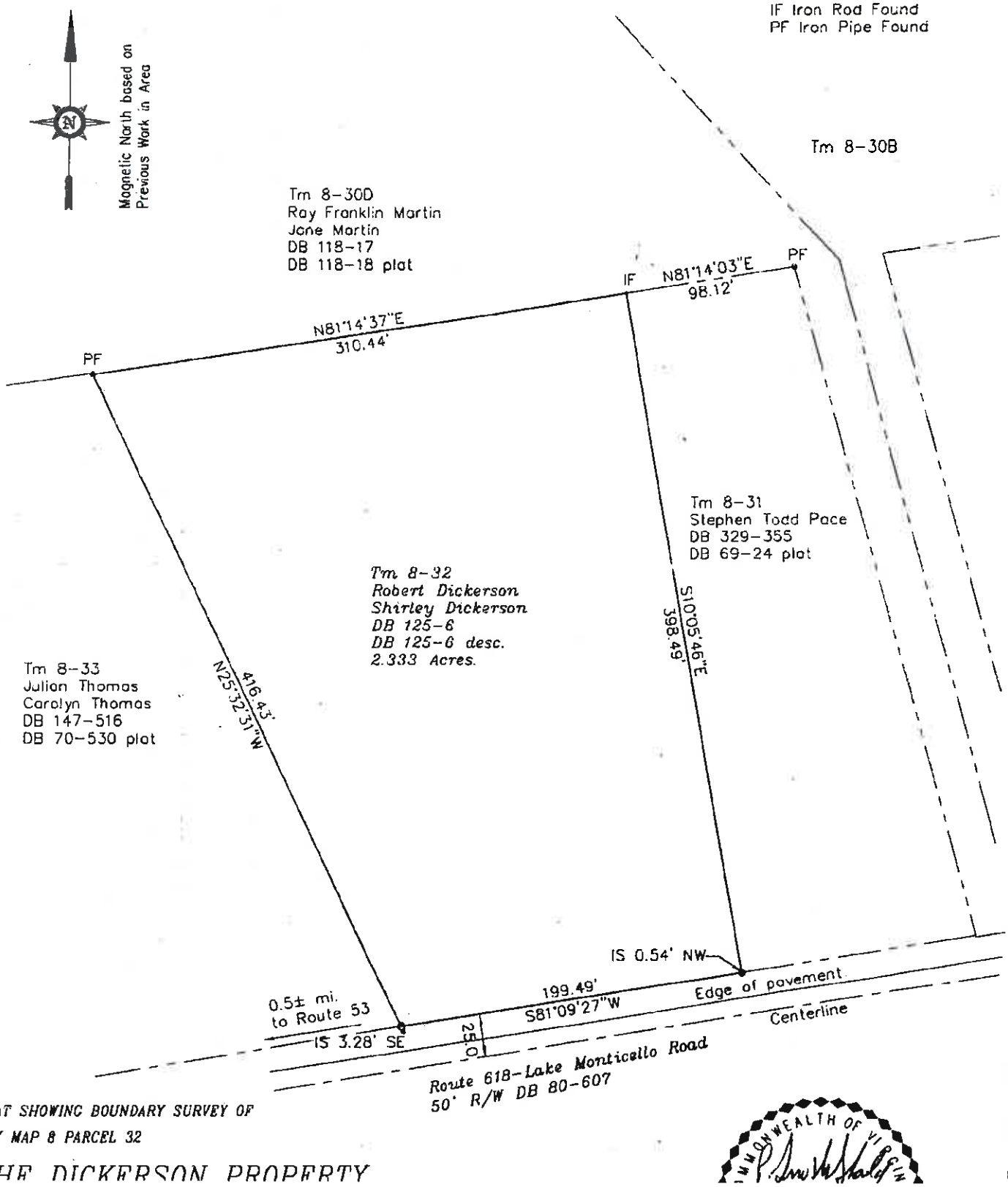
July 29, 2016

NOTES:

The boundary survey shown is based on a current field survey.

This Plat has been prepared without benefit of a current title report and does not therefore necessarily indicate all encumbrances on the property It is therefore subject to easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to this property which have not expired by limitation of time contained therein or have not otherwise become ineffective.

Approved for Recordation *Date*



PLAT SHOWING BOUNDARY SURVEY OF

TAX MAP 8 PARCEL 32

THE DICKERSON PROPERTY

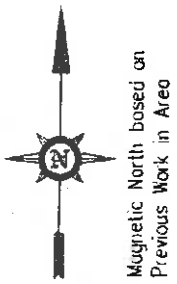
NOTES:

The boundary survey shown is based on a current field survey.

This Plat has been prepared without benefit of a current title report and does not therefore necessarily indicate all encumbrances on the property. It is therefore subject to easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to this property which have not expired by limitation of time contained therein or have not otherwise become ineffective.

Approved for Recordation *Date*

LEGEND
IS Iron Rod Set
IF Iron Rod Found
PF Iron Pipe Found
AIF Angle Iron Found



Tm 8-30B

Tm 8-30D
Ray Franklin Martin
Jane Martin
DB 118-17
DB 118-18 plat

PF
310.44'
S81°14'37"W
IF
N81°14'03"E
98.12'
PF

Tm 8-31
Stephen Todd Pace
DB 329-355
DB 69-24 plat
1.066 Acres

N10°05'46"W
398.49'

S15°23'28"E
400.88'

Tm 8-30C

Tm 8-32
Robert Dickerson
Shirley Dickerson
DB 125-6
DB 125-6 desc.

AIF 0.47' NW
IF 27.15'
N84°42'33"E

0.5± mi. to Route 53

IS 0.54' NW

135.13'
S81°09'27"W

250'

Edge of pavement

Centerline

Route 618-Lake Monticello Road
50' R/W DB 80-607

Memorandum

DATE: September 20, 2016

RE: Planning Commission APO Letter

TO: Jason Stewart

FROM: Stephanie Keuther

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the September 28, 2016 Planning Commission Meeting.

132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

NOTICE OF PUBLIC HEARING

September 13, 2016

«Name»
«Address»
«City_State» «ZIP»
TMP#«TMP»

Re: Public Hearing on ZMP 16:05

Dear «Name»:

This letter is to notify you that the Fluvanna County Planning Commission will hold a public hearing on the above referenced item as noted below:

Purpose:	**Planning Commission Public Hearing**
Day/Date:	**Wednesday, September 28, 2016**
Time:	**7:00 PM**
Location:	**Fluvanna County Circuit Court Room, Palmyra, VA**

The applicant or applicant's representative will be present at the Planning Commission meeting for the special use permit request that is described as follows:

ZMP 16:05 Fluvanna Self Storage: A request to rezone, from A-1 Agricultural, General to B-1 Business, General, 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32. The property is located on the north side of Lake Monticello Road (State Route 618), approximately one half mile east of the intersection of Thomas Jefferson Parkway (State Route 53). The parcels are within the Rivanna Community Planning Area and the Palmyra Election District.

You are welcome to attend the Public hearing and you will have an opportunity to comment, if desired. The tentative agenda and staff report for this action is available for public review on the County website at: http://fluvannacounty.org/government/pc/agendasactionsminutes. You can also view the report in the Fluvanna County Planning and Zoning Department during working hours (8:00 am – 5:00 pm, Monday through Friday).

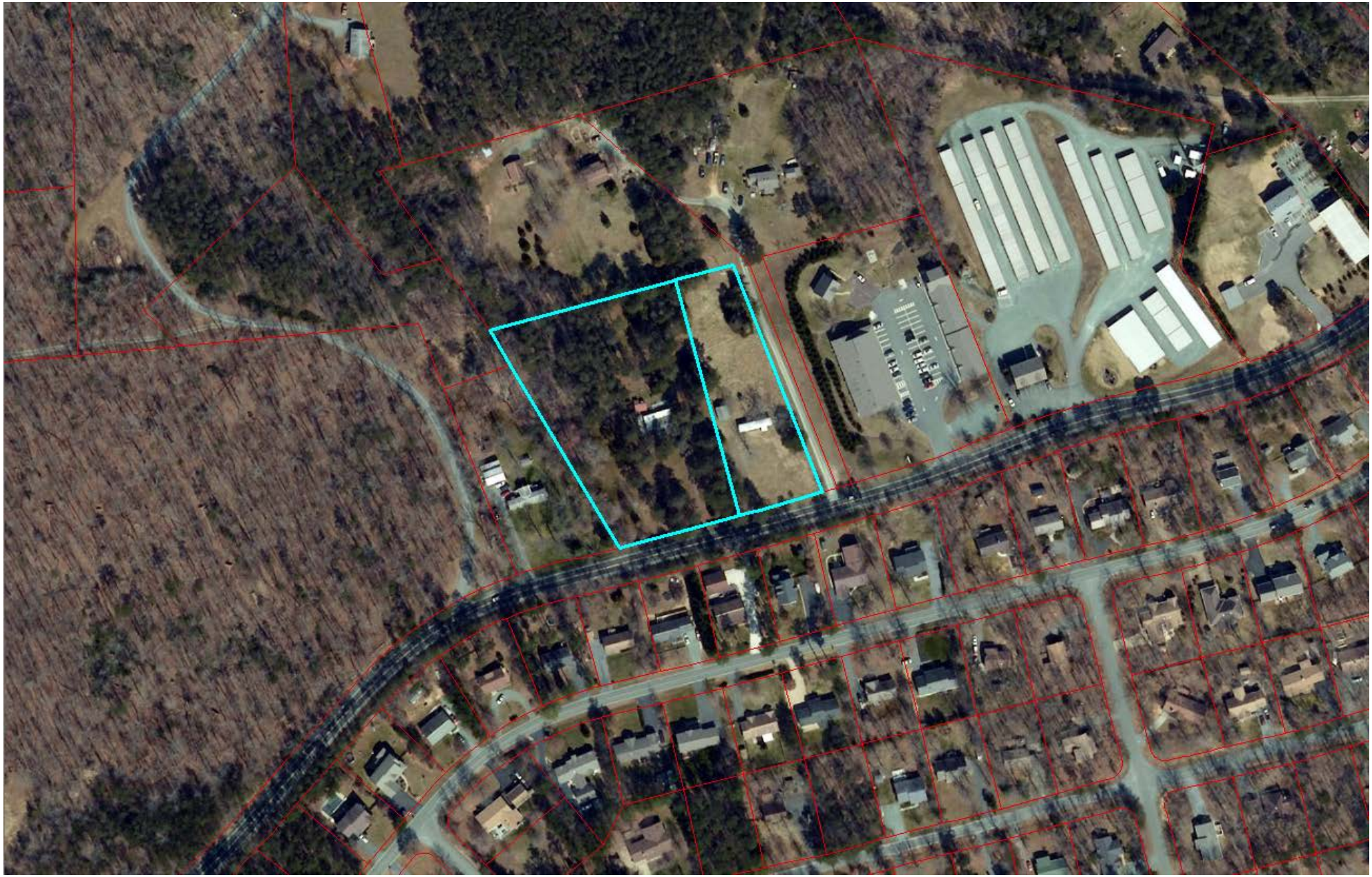
If you have any questions regarding this special use permit application or the Public Hearing, please contact me at 434–591–1910.

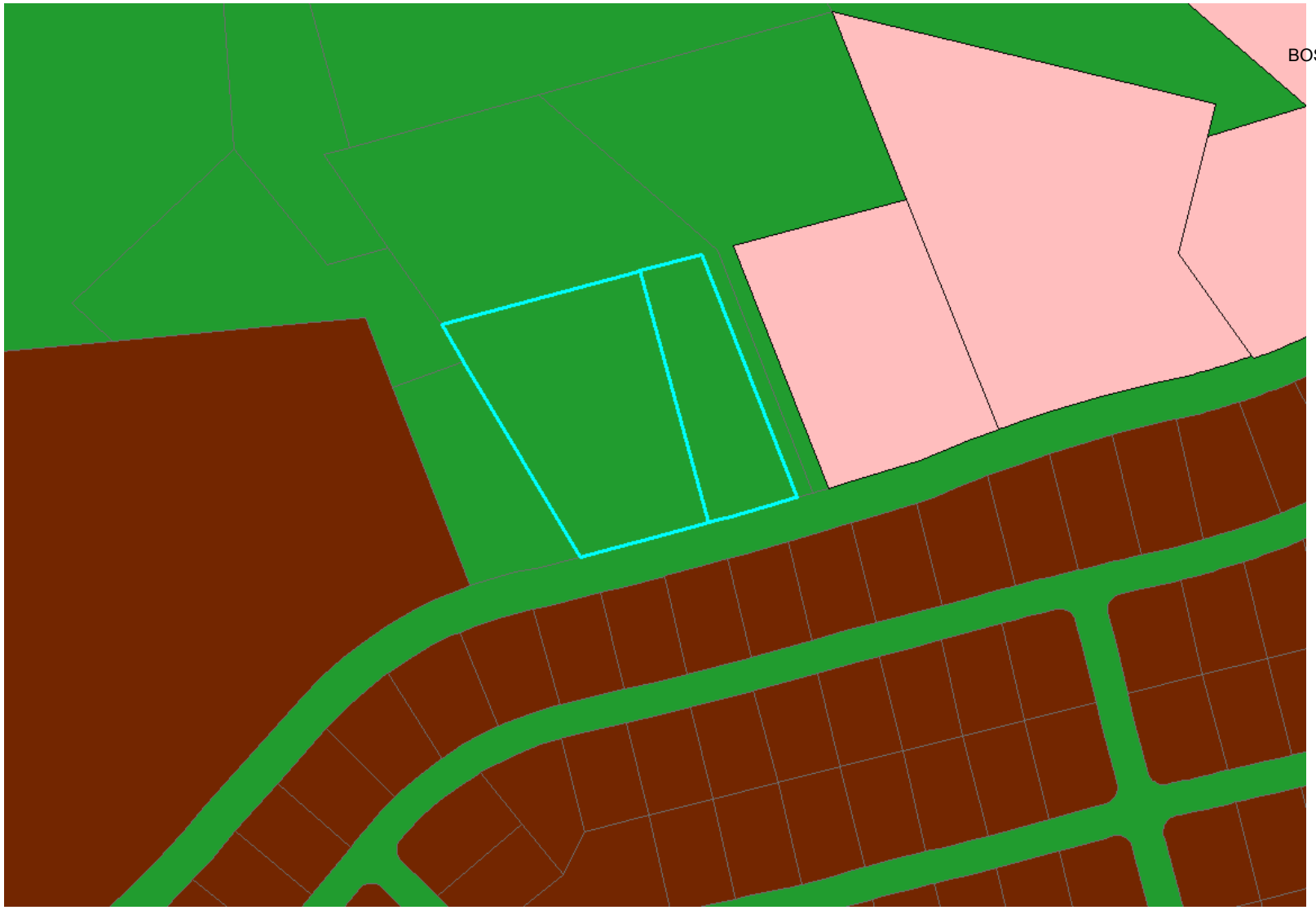
Sincerely,

Jason Stewart
Planning and Zoning Administrator

SUP 16 :10

TMP	NAME	ADDRESS	CITY, STATE ZIP
8 A 32	CPBURNS PROPERTIES LLC	647 LAKE MONTICELLO R	PALMYRA, VA 22963
8 A 30A	JULIAN A. & CAROLYN C. THOMAS	599 LAKE MONTICELLO R	PALMYRA, VA 22963
8 A 30D	RAY FRANKLIN & JANE MARTIN	697 LAKE MONTICELLO R	PALMYRA, VA 22963
18A 5 131	ROY T BUTLER	581 JEFFERSON DR	PALMYRA, VA 22963
18A 5 134	SCOTT A & WENDI M WOODSON	575 JEFFERSON DR	PALMYRA, VA 22963
18A 5 132	THOMAS & MARY KATE KINNEY	579 JEFFERSON DR	PALMYRA, VA 22963
18A 5 133	WILLIAM A CONNOR	577 JEFFERSON DR	PALMYRA, VA 22963





ZONING KEY

Green=A1

Brown=R4

Pink=B1

Attachment C

Sign-in sheet for the

August 10, 2016 Neighborhood Meeting

Please Print Your Name & Address:

SUP 16:09

1. Wanda Palmer
2. Connie Palmer
3. R.S. Glass

ZMP 16:05 –

4. Jane & Ray Martin - 697 LAKE MONTICELLO RD.
5.
6.
7.
8.
9.
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13.
14.
15.
16.
17.
18.
19.

Neighborhood Meeting Notes – August 10, 2016

Special Use Permit 16:09 – Coronal Development Services

- How far back will the tree line be cleared/trimmed?
- Wet strip/wetlands?
- Site work/disturbance of land?
- Lease agreement / removal of equipment at end of term?
- Road maintenance?
- Stormwater runoff?
- Impact on taxes/personal property?

Rezoning Application ZMP 16:05 – CPBurns Properties LLC

- Singlewide used as rental property?
- Would like to see the property remain agricultural
- Lighting? (proposed to be pointed down)
- Noise?
- Hours? (will be open 24 hours)
- Accidents in front of Julian and Carolyn Thomas property; entrance to property could be dangerous; fitness center traffic

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540 Palmyra, VA 22963 (434) 591-1910 FAX (434) 591-1911 www.co.fluvanna.va.us

August 25, 2016

Carlos A. Burns
CPBurns Properties LLC
40 Xebec Road
Palmyra, VA 22963

Delivered via email to cpburns.properties@gmail.com

Re: ZMP 16:05 Fluvanna Self Storage
Tax Map: 8, Section A, Parcels 31 & 32

Dear Mr. Burns:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, August 11, 2016:

1. Planning staff had no comments.

2. Fire Chief stated that the road access within the project appears to be about 24 feet in width. The applicant responded that they normally prefer around 27 feet.

3. Building Official wanted to know if the existing property line between the two parcels being rezoned was going to be vacated. Building walls that are five (5) feet or less from a property line are required to be fire rated.

4. VDOT: VDOT has made a site visit and reviewed the sketch plan for the proposed Fluvanna Self Storage. Two storage units are shown on the conceptual site plan with stub outs indicating that there will be additional storage units or other development in the future. Based on the two (2) storage units shown on the conceptual site plan (5,000 sq. ft. & 5,400 sq. ft.), a Low Volume Commercial Entrance (maximum 50 vehicles per day) would be adequate for the first phase of development. There are several trees to the east of the proposed entrance that will have to be removed and some trimming of limbs may be required to the west in order to provide the minimum 360 ft. of Stopping Sight Distance required for a Low Volume Entrance. If full buildout of the site exceeds the maximum 50 vehicles per day then an entrance analysis is required as well as a Commercial Entrance with a minimum of 500 ft. of Intersection Sight Distance in both directions. Based upon initial review, if a Commercial Entrance is required it appears that a sight distance easement would most likely be required from the landowner(s) to the west of the proposed entrance on the south side of Rte. 618 along the inside of the horizontal curve in order to achieve the minimum 500 ft. of Intersection Sight Distance to support a Commercial Entrance. If a sight easement is required, in addition to the sight triangle, designate the entire area 5 ft. beyond and parallel to the sight triangle as part of

the sight easement. Make sure that any proposed signs, landscaping, etc. along Rte. 618 does not obstruct or impair the required minimum of 360 ft. of Stopping Sight Distance for a Low Volume Entrance or the minimum 500 ft. of Intersection Sight Distance. If a gate is installed to control access to the site, make sure that it is set back far enough from Rte. 618 that vehicles entering the site do not block traffic on the state road.

5. Health Department had no comments.

The Planning Commission will have a meeting to discuss this item at their Wednesday, September 28, 2016 meeting. Your attendance is required at this meeting.

If you have any questions or need additional information, please contact me at 434-591-1910.

Sincerely,
Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File

Attachment F

TMP 8 A 30D
MARTIN, RAY FRANKLIN & JANE
2.876 Acres
DB 118 P 17
Zoned: A-1
Use: Residential

IF N81°14'37"E 310.44' IF N81°14'03"E 98.12' PF

EXISTING TREES (TYPICAL)

TMP 8 A 32
CPPURNS PROPERTIES LLC
2.53 Acres
DB 962 P 933
Zoned: A-1
Use: Residential

EXISTING PROPERTY LINE (TO BE VACATED)

N25°32'31"W 416.43'

N10°05'46"W 398.49'

S15°23'28"E 400.88'

EXISTING RESIDENTIAL USE (TO REMAIN)

EXISTING RESIDENTIAL USE (TO BE REMOVED)

TMP 8 A 33
THOMAS, JULIAN A. & CAROLYN C.
1.3 Acres
DB 147 P 516
Zoned: A-1
Use: Residential

TMP 8 A 31
CPPURNS PROPERTIES LLC
1.14 Acres
DB 962 P 933
Zoned: A-1
Use: Residential

TMP 8 A 30C
8A30C LLC
2.46 Acres
DB 648 P 755
Zoned: B-1
Use: Commercial

IS S81°09'27"W 199.49' IS S81°09'27"W 135.13' AIF

Route 618 - Lake Monticello Road
(50' R/W DB 80 P 607)

384 392 396 400 404 408 388

N

60 0 60 120 180
Graphic Scale: 1"=60'

SOURCE OF BOUNDARY: DIGITIZED FROM RECORDED PLAT
SOURCE OF TOPOGRAPHY: DIGITIZED FROM FLUVANNA COUNTY GIS
CRITICAL SLOPES: NONE EVIDENT ON SITE
STREAMS/WETLANDS: NONE EVIDENT ON SITE

SHIMP ENGINEERING, P.C.
ENGINEERING - LAND PLANNING - PROJECT MANAGEMENT
201 E. MAIN ST., SUITE N
CHARLOTTESVILLE, VA 22902
PHONE: (434) 227-5140
JUSTIN@SHIMP-ENGINEERING.COM

EXISTING CONDITIONS

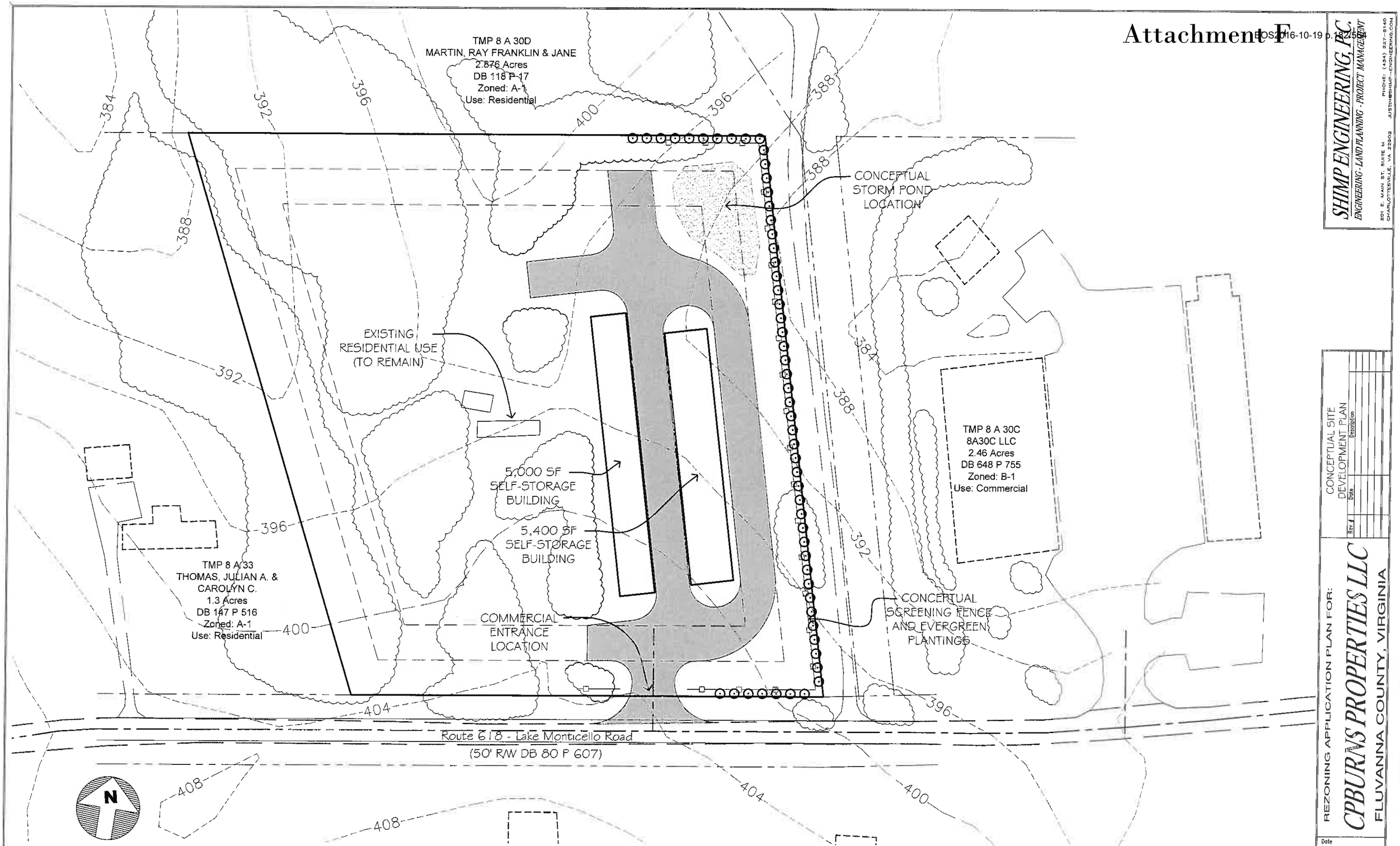
Rev #	Date	Description

REZONING APPLICATION PLAN FOR:
CPBURNS PROPERTIES LLC
FLUVANNA COUNTY, VIRGINIA

Date	08/01/2016
Scale	1"=60'
Sheet No.	1 OF 2
File No.	16.035

Attachment F

BOS2016-10-19 p. 182/254



NOTE: THIS SHEET IS AN EXHIBIT SHOWING HOW THE APPLICANT INTENDS TO DEVELOP THIS SITE. THE FINAL SITE DEVELOPMENT PLAN SHALL BE IN ACCORDANCE WITH ANY PROFFERS PROVIDED IN CONJUNCTION WITH THIS APPLICATION AND ANY CURRENT ZONING ORDINANCES IN EFFECT AT THE TIME OF SITE PLAN SUBMITTAL.

SHIMP ENGINEERING, P.C.
ENGINEERING · LAND PLANNING · PROJECT MANAGEMENT
201 E. MAIN ST. SUITE M
CHARLOTTESVILLE, VA 22902
PHONE: (434) 227-5140
JUSTIN@SHIMP-ENGINEERING.COM

CONCEPTUAL SITE DEVELOPMENT PLAN

Rev. #	Description	Date

REZONING APPLICATION PLAN FOR:
CPBURNS PROPERTIES LLC
FLUVANNA COUNTY, VIRGINIA

Date	08/01/2016
Scale	1"=60'
Sheet No.	2 OF 2
File No.	16.035

Attachment G

An Ordinance To Amend The Fluvanna County Zoning Map, With Respect To 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32 to rezone the same from A-1, Agricultural, General to B-1, Business, General (ZMP 16:05)

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 15.2-2285, that the Fluvanna County Zoning Map be, and it is hereby, amended, as follows:

That 3.67 acres of Tax Map 8, Section A, Parcels 31 and 32, be and is hereby, rezoned from A-1, Agricultural, General to B-1, Business, General.

CP Burns Properties

To: Fluvanna County Planning Commission

On August 3 2016 Mr. Carlos Burns representing CPBurns Properties Limited Liability Company met with me and presented the proposed rezoning from A-1 to B-1 of the properties located at 647 and 677 Lake Monticello Rd, Palmyra Virginia. He stated that the properties will be used for expanding Fluvanna Self Storage as well as residential rental. After discussing the rezoning and planned usage of the properties, I do not object to this rezoning.

Carolyn C. Thomas

Carolyn C. Thomas — 08-03-2016

Name — Date

599 Lake Monticello Rd, Palmyra, Va 22963

Address

434-589-8914

Phone Number

thomaspar@centurylink.net

Email

Carlos Burns
CPBurns Properties Limited Liability Company
21 Burns Plaza
Palmyra, VA 22963
(434) 373-0647
CPBurns.Properties@gmail.com

CP Burns Properties

To: Fluvanna County Planning Commission

On August ____ 2016 Mr. Carlos Burns representing CPBurns Properties Limited Liability Company met with me and presented the proposed rezoning from A-1 to B-1 of the properties located at 647 and 677 Lake Monticello Rd, Palmyra Virginia. He stated that the properties will be used for expanding Fluvanna Self Storage as well as residential rental. After discussing the rezoning and planned usage of the properties, I do not object to this rezoning.

William A Connor — 8-3-16
Name — Date

577 Jefferson Dr. Palmyra VA. 22963
Address

540-395-5198
Phone Number

ocdshvlhde YAHOO.com
Email

Carlos Burns
CPBurns Properties Limited Liability Company
21 Burns Plaza
Palmyra, VA 22963
(434) 373-0647
CPBurns.Properties@gmail.com

CP Burns Properties

To: Fluvanna County Planning Commission

On August ___ 2016 Mr. Carlos Burns representing CPBurns Properties Limited Liability Company met with me and presented the proposed rezoning from A-1 to B-1 of the properties located at 647 and 677 Lake Monticello Rd, Palmyra Virginia. He stated that the properties will be used for expanding Fluvanna Self Storage as well as residential rental. After discussing the rezoning and planned usage of the properties, I do not object to this rezoning.

[signature] 8-3-16

Name Date

575 Jefferson Dr Palmyra VA 22963

Address

996-0767

Phone Number

Email

Carlos Burns
CPBurns Properties Limited Liability Company
21 Burns Plaza
Palmyra, VA 22963
(434) 373-0647
CPBurns.Properties@gmail.com

CP Burns Properties

To: Fluvanna County Planning Commission

On August 26 2016 Mr. Carlos Burns representing CPBurns Properties Limited Liability Company met with me and presented the proposed rezoning from A-1 to B-1 of the properties located at 647 and 677 Lake Monticello Rd, Palmyra Virginia. He stated that the properties will be used for expanding Fluvanna Self Storage as well as residential rental. After discussing the rezoning and planned usage of the properties, I do not object to this rezoning.

Tony Roccion PMP 8430C — 8/26/2016

Name — Date

733 Lake Monticello Road

Address

434-962-3911

Phone Number

TonyRoccion@gmail.com

Email

Carlos Burns
CPBurns Properties Limited Liability Company
21 Burns Plaza
Palmyra, VA 22963
(434) 373-0647
CPBurns.Properties@gmail.com

TAB I

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	Oct 19, 2016				
AGENDA TITLE:	Appointment/Reappointment to the Board of Building Code Appeals				
MOTION(s):	**I move to reappoint_____ and to appoint _____, who replaces Robert Lawhorne, and to appoint _____, who replaces Mike Himes, to the Board of Building Code Appeals, with terms to begin November 1, 2016 and to terminate October 31, 2020.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	**Applicants:** David Rafaly – *Current Member* David Fichter Robert Schwagerl, Jr.				
FISCAL IMPACT:					
POLICY IMPACT:	Section 106.0.Appeals: 106.1 Local Board of Building Code Appeals (LBBCA). Each locality shall have a BBCA to hear appeals as authorized herein, or it shall enter into an agreement with the local governing body of another county or municipality or with some other agency, or a state agency approved by the DHCD, to act on appeals. Section 119.3 Officers and qualifications of members. The LBBCA shall annually select one of its regular members to serve as chairman. When the chairman is not present at an appeal hearing, the members present shall select an acting chairman. The locality or the chief executive officer of the locality shall appoint a secretary to the LBBCA to maintain a detailed record of all proceedings. Members of the LBBCA shall be selected by the locality on the basis of their ability to render fair and competent decisions regarding application of the USBC and shall to the extent possible, represent different occupational or professional fields relating to the construction industry. At least one member should be an experienced builder; at least one member should be an RDP, and at least one member should be an experienced property manager. Employees or officials of the locality shall not serve as members of the LBBCA.				

LEGISLATIVE HISTORY:					
ENCLOSURES:	Rafaly Application Fichter Application Schwagerl Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES

County of Fluvanna

Name (Last, First MI)	Election District
Fichter, Matthew L.	Cunningham

Mailing Address (including City, State, & ZIP)	Physical Address (if different)
223 Aldridge Ln., Scottsville, VA 24590	

Home Phone	Cell Phone	Work Phone	Email
(434)286-3164		(434)970-3314	fichterm@charlottesville.org

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION:

Currently employed as Property Maintenance Inspector for the City of Charlottesville. Licensed journeyman electrician, with 5 years of experience in the electrical field. Received a BA in Interdisciplinary Studies from VCU in 2002.

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

None.

CIVIC ACTIVITIES AND MEMBERSHIPS (ROLES with fraternal, business, church, or social groups):

None.

REASON(S) FOR WANTING TO SERVE:

I moved into Fluvanna about 3 years ago, I am interested in being more involved in the area, offering what knowledge and experience I have, as well as increasing my knowledge and experience of construction and the building code.

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

Signature	Date
Matthew L Fichter	10/4/2016

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Boards/Commissions/Committees
	Agricultural/Forestal District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
X	Building Code of Appeals
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Development and Tourism Advisory Council (EDTAC)
	Finance Board
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Alcohol Safety Action Program (ASAP)
	James River Water Authority (JRWA)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)

X	Boards/Commissions/Committees
	Parks & Recreation Advisory Board
	Partnership for Aging Committee
	Piedmont Virginia Community College (PVCC) Board
	Piedmont Workforce Investment Board
	Planning Commission
	Region Ten Community Services Board
	Regional Jail Board
	Rivanna River Basin Commission
	Social Services Board
	Southeast Rural Community Assistance Project, Inc.
	Thomas Jefferson Area Community Criminal Justice Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

(Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only			
Application Received On:		Application Received By:	
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

on Building Code Bd Appts

COUNTY OF FLUVANNA

Application to Serve on Boards/Commissions/Committees

(Please type or print clearly)

Name: David Rafaly Election District: Palmyra

Home Address: 356 Union Mills Rd

Troy Zip: 22974 Phone: 4349773139

E-mail address: davan616@aol.com

County Resident Since: 1958

Business Address: 356 Union Mills Rd Phone: 977-3139

Occupation: Electrician Employer: Rafaly Elect.

Education: High School (Diploma/Degree) FCHS (School Attended)

Experience/Professional Expertise: Contractor

Civic Activities (include other boards/committees/commissions) EDC - Comp Plan - Subcommittee, Church council -

Memberships in Fraternal, Business, Church or Social Groups (include offices held) Effort Baptist Church former TOENS, former Council Chair,

Reason(s) Desire to Serve on Board/Commission/Committee: Serve County & its citizens

**Please indicate on the back all Boards/Commissions/Committees on which you wish to serve.

Return to: Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax: (434) 591-1911

Signature: David Rafaly

Date: 3-22-05 renewed Sept. 2008

RECEIVED
MAR 25 2005
Fluvanna County Administration Office

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

APPLICATION TO SERVE ON BOARDS/COMMISSION/COMMITTEES
County of Fluvanna

Name (Last, First MI)	Election District
SCHWAGERL, JR ROBERT P.	PALMYRA DISTRICT

Mailing Address (including City, State, & ZIP)	Physical Address (if different)
38 KIOWA LANE PALMYRA VA 22963	

Home Phone	Cell Phone	Work Phone	Email
434-591-1175	434-531-8527	434-345-0894	RSCHWAGERL@SOUTHERN-DEVELOPMENT.COM

EXPERIENCE/PROFESSIONAL EXPERTISE/EDUCATION:

10 YRS AS PROJECT MANAGER FOR SOUTHERN DEVELOPMENT. I BUILT 35 HOMES IN THE PAST 3 YEARS IN FLUVANNA COUNTY IN THE NAHOR VILLAGE, VILLAGE OAKS AND SYCAMORE SQUARE SUBDIVISIONS

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

CIVIC ACTIVITIES AND MEMBERSHIPS (ROLES with fraternal, business, church, or social groups):

PARRISH COUNCIL MEMBER CHURCH OF INCARNATION, CHARLOTTESVILLE. PAST BOARD MEMBER VALLEY CONSEJO

REASON(S) FOR WANTING TO SERVE:

TO HELP FLUVANNA COUNTY GROW WITH SAFE AND CONSISTANT BUILDING PRACTICES THAT MEET CURRENT AND FUTURE CODE.

Applicants are considered as vacancies occur and your application will be kept on file for three years.

Fluvanna County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

By signing below you are indicating that you have read and understand the attached Fluvanna County BCC Attendance Policy and that you agree to abide by the Bylaws of any Board, Commission, or Committee to which you may be appointed.

Signature	Date
[signature]	10/12/16

PLEASE INDICATE BELOW ANY BOARDS, COMMISSIONS, OR COMMITTEES ON WHICH YOU WISH TO SERVE.

X	Board, Commission, Committee
	Agricultural/Forestal District Advisory Committee
	Audit Committee
	Board of Zoning Appeals (BZA)
✓	Building Code of Appeals
	Community Policy & Management Team (CPMT)
	Economic Development Authority (EDA)
	Economic Development and Tourism Advisory Council (EDTAC)
	Finance Board
	Fork Union Sanitary District (FUSD) Advisory Committee
	James River Alcohol Safety Action Program (ASAP)
	James River Water Authority (JRWA)
	JAUNT Board
	Jefferson Area Board of Aging (JABA) Advisory Council
	Jefferson Area Board of Aging (JABA) Board of Directors
	Library Board of Trustees
	Monticello Area Community Action Agency (MACAA)

X	Board, Commission, Committee
	Parks & Recreation Advisory Board
	Partnership for Aging Committee
	Piedmont Virginia Community College (PVCC) Board
	Piedmont Workforce Investment Board
	Planning Commission
	Region Ten Community Services Board
	Regional Jail Board
	Rivanna River Basin Commission
	Social Services Board
	Southeast Rural Community Assistance Project, Inc.
	Thomas Jefferson Area Community Criminal Justice Board
	Thomas Jefferson Planning District Commission (TJPDC)
	Thomas Jefferson Water Resources Protection Foundation
	Youth Advisory Council (YAC)

Fluvanna County Board, Committee, and Commission Attendance Policy

Approved June 17, 2015)

1. BCC members shall attend at least two-thirds of all scheduled meetings in each calendar year while serving.
2. The Chairperson of the board, commission, or committee shall notify the Clerk to the Board of Supervisors of any absences exceeding this policy.
3. The Clerk shall report these findings to the Board of Supervisors, typically in closed session.
4. Appointees who do not meet the attendance requirement without a valid reason(s) may be deemed to have rendered an implied resignation of that appointment.
5. The Board may choose to accept the resignation and appoint another person to fill the appointed position. The Board may also override the implied resignation and extend the appointment, if extenuating circumstances so dictate.
6. This requirement shall apply to all boards, commissions, or committees listed on the attached application form, provided however, that if State or County Ordinance addresses attendance requirements in an alternative manner, such law shall prevail.

Office Use Only			
Application Received On:			Application Received By:
Acknowledgement Sent:			
Renewal Date:		Remarks:	
Renewal Date:			
Renewal Date:			
Renewal Date:			

TAB J

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	Oct 19, 2016				
AGENDA TITLE:	A Resolution Supporting Cigarette Taxation Equality				
MOTION(s):	**I move to approve the Resolution entitled, "A RESOLUTION SUPPORTING CIGARETTE TAXATION EQUALITY," and authorize the County Administrator to forward the resolution to Virginia elected officials representing Fluvanna County.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steven M. Nichols, County Administration				
PRESENTER(S):	Steven M. Nichols, County Administration				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	Self-explanatory Resolution attached.				
FISCAL IMPACT:	To provide equal taxation authority.				
POLICY IMPACT:	Amended Code of Virginia				
LEGISLATIVE HISTORY:	See Resolution				
ENCLOSURES:	Proposed Changes to §58.1-3831 to the Code of Virginia, 1950, as amended				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 30-2016

A RESOLUTION SUPPORTING CIGARETTE TAXATION EQUALITY

WHEREAS, the County of Fluvanna, Virginia requests that all Counties in Virginia have equal rights; and

WHEREAS, the County of Fluvanna, respectively requests that the Code of Virginia be amended to provide equal rights; and

WHEREAS, the County of Fluvanna, has been required to fund shortfalls in State and Federal funding; and

WHEREAS, the County of Fluvanna has identified a means to lessen the burden on property taxes by implementing a cigarette tax that has previously been approved for certain counties, and all cities and towns by state legislative action; and

NOW, THEREFORE BE IT RESOLVED, the Fluvanna County Board of Supervisors request that §58.1-3831, Code of Virginia, 1950, as amended, be amended to allow all Virginia Counties to have the power to levy tax upon sale or use of cigarettes; and

BE IT FURTHER RESOLVED, that a copy of the requested changes be attached to this resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a meeting of the Board held on the 19th day of October, 2016, on a motion by _____, seconded by _____, and by the following vote:

AYES: Sheridan, Booker, Eager, O'Brien, Weaver NAYS: None ABSENT: None.

_____
John M. Sheridan, Chair
Fluvanna County Board of Supervisors

CODE OF VIRGINIA

Title 58.1 Taxation

Chapter 38. Miscellaneous Taxes

§ 58.1-3831. Tax in certain counties.

~~Fairfax and Arlington Counties~~ All counties in Virginia shall have the power to levy tax upon the sale or use of cigarettes. Such tax shall be in such amount and on such terms as the governing body may by ordinances prescribe, not to exceed five cents per pack or the amount levied under state law, whichever is greater. The provisions of § 58.1-3830 shall apply to such counties, mutatis mutandis.

Code 1950, § 58-757.28; 1970, c. 512; 1971, Ex. Sess., c. 213; 1984, c. 675.

TAB K

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	Oct 19, 2016				
AGENDA TITLE:	Assessment And Collection Of Reasonable Charges, Related To Virginia Freedom Of Information Act Requests				
MOTION(s):	**I move to approve the assessment and collection of reasonable charges, not to exceed the actual cost of responding to Virginia Freedom of Information Act requests, as provided in Subsection F of Section 2.2-3704 of the Code of Virginia, 1950, as amended, and as detailed in the Fluvanna County Freedom of Information Act (FOIA) Rights and Responsibilities Operational Procedures.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, FOIA Officer				
PRESENTER(S):	Kelly Belanger Harris, FOIA Officer, and Fred Payne, County Attorney				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	The 2016 General Assembly requires localities to publish the Freedom of Information Act Rights and Responsibilities. In order for the County to recoup its actual costs incurred while responding to FOIA requests, a standardized fee structure should be approved by the Board. Fees are the staff time at the applicable hourly rate and other costs, such as postage, copying, and other costs directly related to the fulfilment of the request.				
FISCAL IMPACT:	None.				
POLICY IMPACT:					
LEGISLATIVE HISTORY:	2016 General Assembly Amendments to Virginia Freedom of Information Act				
ENCLOSURES:	Operational Procedures, with Cost Statement 2016 Freedom of Information Act				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

Rights & Responsibilities:
The Rights of Requesters and the Responsibilities of the County of Fluvanna under the Virginia Freedom of Information Act

To request records from the County of Fluvanna Administration Department you may direct your request to Kelly Belanger Harris, FOIA Officer. She can be reached by phone at (434) 591-1910, email at kharris@fluvannacounty.org, or by mail at PO Box 540, Palmyra, VA 22963. In addition, the Freedom of Information Advisory Council is available to answer any questions you may have about FOIA. The Council may be contacted by e-mail at foiacouncil@dls.virginia.gov, or by phone at (804) 225-3056 or (866) 448-4100 [toll-free].

The Virginia Freedom of Information Act (FOIA), located § 2.2-3700 et seq. of the Code of Virginia, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees.

A public record is any writing or recording -- regardless of whether it is a paper record, an electronic file, an audio or video recording, or any other format -- that is prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. All public records are presumed to be open, and may only be withheld if a specific, statutory exemption applies.

The policy of FOIA states that the purpose of FOIA is to promote an increased awareness by all persons of governmental activities. In furthering this policy, FOIA requires that the law be interpreted liberally, in favor of access, and that any exemption allowing public records to be withheld must be interpreted narrowly.

Your FOIA Rights

- You have the right to request to inspect or receive copies of public records, or both.
- You have the right to request that any charges for the requested records be estimated in advance.
- If you believe that your FOIA rights have been violated, you may file a petition in district or circuit court to compel compliance with FOIA. Alternatively, you may contact the FOIA Council for a nonbinding advisory opinion.

Making a Request for Records from Fluvanna County

- You may request records by U.S. Mail, fax, e-mail, in person, or over the phone. FOIA does not require that your request be in writing, nor do you need to specifically state that you are requesting records under FOIA.

    - From a practical perspective, it may be helpful to both you and the person receiving your request to put your request in writing. This allows you to create a record of your request. It also gives us a clear statement of what records you are requesting,

so that there is no misunderstanding over a verbal request. However, we cannot refuse to respond to your FOIA request if you elect to not put it in writing.

- Your request must identify the records you are seeking with "reasonable specificity." This is a common-sense standard. It does not refer to or limit the volume or number of records that you are requesting; instead, it requires that you be specific enough so that we can identify and locate the records that you are seeking.

- Your request must ask for existing records or documents. FOIA gives you a right to inspect or copy records; it does not apply to a situation where you are asking general questions about the work of Fluvanna County, nor does it require Fluvanna County to create a record that does not exist.

- You may choose to receive electronic records in any format used by Fluvanna County in the regular course of business.

  - For example, if you are requesting records maintained in an Excel database, you may elect to receive those records electronically, via e-mail or on a computer disk, or to receive a printed copy of those records

- If we have questions about your request, please cooperate with staff's efforts to clarify the type of records that you are seeking, or to attempt to reach a reasonable agreement about a response to a large request. Making a FOIA request is not an adversarial process, but we may need to discuss your request with you to ensure that we understand what records you are seeking.

Fluvanna County's Responsibilities in Responding to Your Request

- Fluvanna County must respond to your request within five working days of receiving it. "Day One" is considered the day after your request is received. The five-day period does not include weekends or holidays.

- The reason behind your request for public records from Fluvanna County is irrelevant, and you do not have to state why you want the records before we respond to your request. FOIA does, however, allow Fluvanna County to require you to provide your name and legal address.

- FOIA requires that Fluvanna County make one of the following responses to your request within the five-day time period:

  1) We provide you with the records that you have requested in their entirety.

  2) We withhold all of the records that you have requested, because all of the records are subject to a specific statutory exemption. If all of the records are being withheld, we must send you a response in writing. That writing must

identify the volume and subject matter of the records being withheld, and state the specific section of the Code of Virginia that allows us to withhold the records.

3) We provide some of the records that you have requested, but withhold other records. We cannot withhold an entire record if only a portion of it is subject to an exemption. In that instance, we may redact the portion of the record that may be withheld, and must provide you with the remainder of the record. We must provide you with a written response stating the specific section of the Code of Virginia that allows portions of the requested records to be withheld.

4) We inform you in writing that the requested records cannot be found or do not exist (we do not have the records you want). However, if we know that another public body has the requested records, we must include contact information for the other public body in our response to you.

5) If it is practically impossible for Fluvanna County to respond to your request within the five-day period, we must state this in writing, explaining the conditions that make the response impossible. This will allow us seven additional working days to respond to your request, giving us a total of 12 working days to respond to your request.

- If you make a request for a very large number of records, and we feel that we cannot provide the records to you within 12 working days without disrupting our other organizational responsibilities, we may petition the court for additional time to respond to your request. However, FOIA requires that we make a reasonable effort to reach an agreement with you concerning the production or the records before we go to court to ask for more time.

Costs

- A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia.

- You may have to pay for the records that you request from Fluvanna County. FOIA allows us to charge for the actual costs of responding to FOIA requests, including items like staff time (at the applicable hourly rate) responding to the request, copying costs, postage, or any other costs directly related to supplying the requested records. It cannot include general overhead costs.

- If we estimate that it will cost $200 or more to produce the requested records, we will require you to pay a deposit, not to exceed the amount of the estimate, before proceeding with your request. No further action will be taken to fulfill your request until the deposit and your authorization are received.

- You have the right to request that we estimate, in advance, the charges for supplying the records that you have requested. This will allow you to know about any costs upfront, or give you the opportunity to modify your request in an attempt to lower the estimated costs.

- If you owe us money from a previous FOIA request that has remained unpaid for more than 30 days, Fluvanna County will require payment of the past-due bill before it will respond to your new FOIA request.

Types of Records

The Fluvanna County Administration Department is the custodian of records for the following County Departments:

- Administration
- Board of Supervisors
- Community Development, which includes Planning, Zoning, and Building Inspections
- CSA
- Emergency Services
- Finance
- Human Resources
- Parks and Recreation
- Public Works
- James River Water Authority (JRWA)

If you are unsure whether Fluvanna County has the record(s) you seek, please contact Kelly Belanger Harris, FOIA Officer directly at Kelly Belanger Harris, Phone: (434) 591-1910, Email: kharris@fluvannacounty.or, or by mail at PO Box 540, Palmyra, VA 22963.

Commonly Used Exemptions

The Code of Virginia allows any public body to withhold certain records from public disclosure. Fluvanna County commonly withholds records subject to the following exemptions:

- Personnel records (§ 2.2-3705.1 (1) of the Code of Virginia)
- Records subject to attorney-client privilege (§ 2.2-3705.1 (2)) or attorney work product (§ 2.2-3705.1 (3))
- Vendor proprietary information (§ 2.2-3705.1 (6))
- Records relating to the negotiation and award of a contract, prior to a contract being awarded (§ 2.2-3705.1 (12))

Chapter 37 of Title 2.2
The Virginia Freedom of Information Act
(Effective July 1, 2016)

2.2-3700. Short title; policy.
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2.2-3704.1. Posting of notice of rights and responsibilities by state public bodies; assistance by the Freedom of Information Advisory Council.
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2.2-3705.1. Exclusions to application of chapter; exclusion of general application to public bodies.
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2.2-3705.3. Exclusions to application of chapter; records relating to administrative investigations.
2.2-3705.4. Exclusions to application of chapter; educational records and certain records of educational institutions.
2.2-3705.5. Exclusions to application of chapter; health and social services records.
2.2-3705.6. Exclusions to application of chapter; proprietary records and trade secrets.
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2.2-3705.8. Limitation on record exclusions.
2.2-3706. Disclosure of criminal records; limitations.
2.2-3707. Meetings to be public; notice of meetings; recordings; minutes.
2.2-3707.01. Meetings of the General Assembly.
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2.2-3708. Electronic communication meetings; applicability; physical quorum required; notice; report.
2.2-3708.1 Participation in meetings in event of emergency or personal matter; certain disabilities; distance from meeting location for certain public bodies.
2.2-3709. Expired.
2.2-3710. Transaction of public business other than by votes at meetings prohibited.
2.2-3711. Closed meetings authorized for certain limited purposes.
2.2-3712. Closed meetings procedures; certification of proceedings.
2.2-3713. Proceedings for enforcement of chapter.
2.2-3714. Violations and penalties.

§ 2.2-3700. Short title; policy.

A. This chapter may be cited as "The Virginia Freedom of Information Act."

B. By enacting this chapter, the General Assembly ensures the people of the Commonwealth ready access to public records in the custody of a public body or its officers and employees, and free entry to meetings of public bodies wherein the business of the people is being conducted. The affairs of government are not intended to be conducted in an atmosphere of secrecy since at all times the public is to be the beneficiary of any action taken at any level of government. Unless a public body or its officers or employees specifically elect to exercise an exemption provided by this chapter or any other statute, every meeting shall be open to the public and all public records shall be available for inspection and copying upon request. All public records and meetings shall be presumed open, unless an exemption is properly invoked.

The provisions of this chapter shall be liberally construed to promote an increased awareness by all persons of governmental activities and afford every opportunity to citizens to witness the operations of government. Any exemption from public access to records or meetings shall be narrowly construed and no record shall be withheld or meeting closed to the public unless specifically made exempt pursuant to this chapter or other specific provision of law. This chapter shall not be construed to discourage the free discussion by government officials or employees of public matters with the citizens of the Commonwealth.

All public bodies and their officers and employees shall make reasonable efforts to reach an agreement with a requester concerning the production of the records requested.

Any ordinance adopted by a local governing body that conflicts with the provisions of this chapter shall be void.

§ 2.2-3701. Definitions.

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

"Closed meeting" means a meeting from which the public is excluded.

"Electronic communication" means any audio or combined audio and visual communication method.

"Emergency" means an unforeseen circumstance rendering the notice required by this chapter impossible or impracticable and which circumstance requires immediate action.

"Information" as used in the exclusions established by §§ 2.2-3705.1 through 2.2-3705.7, means the content within a public record that references a specifically identified subject matter, and shall not be interpreted to require the production of information that is not embodied in a public record.

"Meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through telephonic or video equipment pursuant to § 2.2-3708 or 2.2-3708.1, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. Neither the gathering of employees of a public body nor the gathering or attendance of two or more members of a public body (i) at any place or function where no part of the purpose of such gathering or attendance is the discussion or transaction of any public business, and such gathering or attendance was not called or prearranged with any purpose of discussing or transacting any business of the public body, or (ii) at a public forum, candidate appearance, or debate, the purpose of which is to inform the electorate and not to transact public business or to hold discussions relating to the transaction of public business, even though the performance of the members individually or collectively in the conduct of public business may be a topic of discussion or debate at such public meeting, shall be deemed a "meeting" subject to the provisions of this chapter.

"Open meeting" or "public meeting" means a meeting at which the public may be present.

"Public body" means any legislative body, authority, board, bureau, commission, district or agency of the Commonwealth or of any political subdivision of the Commonwealth, including cities, towns and counties, municipal councils, governing bodies of counties, school boards and planning commissions; boards of visitors of public institutions of higher education; and other organizations, corporations or agencies in the Commonwealth supported wholly or principally by public funds. It shall include (i) the Virginia Birth-Related Neurological Injury Compensation Program and its board of directors established pursuant to Chapter 50 (§38.2-5000 et seq.) of Title 38.2 and (ii) any committee, subcommittee, or other entity however designated, of the public body created to perform delegated functions of the public body or to advise the public body. It shall not exclude any such committee, subcommittee or entity because it has private sector or citizen members. Corporations organized by the Virginia Retirement System are "public bodies" for purposes of this chapter.

For the purposes of the provisions of this chapter applicable to access to public records, constitutional officers and private police departments as defined in § 9.1-101 shall be considered public bodies and, except as otherwise expressly provided by law, shall have the same obligations to disclose public records as other custodians of public records.

"Public records" means all writings and recordings that consist of letters, words or numbers, or their equivalent, set down by handwriting, typewriting, printing, photostatting, photography, magnetic impulse, optical or magneto-optical form, mechanical or electronic recording or other form of data compilation, however stored, and regardless of physical form or characteristics, prepared or owned by, or in the possession of a public body or its officers, employees or agents in the transaction of public business. Records that are not prepared for or used in the transaction of public business are not public records.

"Regional public body" means a unit of government organized as provided by law within defined boundaries, as determined by the General Assembly, whose members are appointed by the participating local governing bodies, and such unit includes two or more counties or cities.

"Scholastic records" means those records containing information directly related to a student or an applicant for admission and maintained by a public body that is an educational agency or institution or by a person acting for such agency or institution.

§ 2.2-3702. Notice of chapter.

Any person elected, reelected, appointed or reappointed to any body not excepted from this chapter shall (i) be furnished by the public body's administrator or legal counsel with a copy of this chapter within two weeks following election, reelection, appointment or reappointment and (ii) read and become familiar with the provisions of this chapter.

§ 2.2-3703. Public bodies and records to which chapter inapplicable; voter registration and election records; access by persons incarcerated in a state, local, or federal correctional facility.

A. The provisions of this chapter shall not apply to:

1. The Virginia Parole Board, except that (i) information from the Virginia Parole Board providing the number of inmates considered by such Board for discretionary parole, the number of inmates granted or denied parole, and the number of parolees returned to the custody of the Department of Corrections solely as a result of a determination by such Board of a violation of parole shall be open to inspection and available for release, on a monthly basis, as provided by § 2.2-3704 and (ii) all records concerning the finances of the Virginia Parole Board shall be public records and subject to the provisions of this chapter. The information required by clause (i) shall be furnished by offense, sex, race, age of the inmate, and the locality in which the conviction was obtained, upon the request of the party seeking the information;

2. Petit juries and grand juries;

3. Family assessment and planning teams established pursuant to § 2.2-5207;

4. The Virginia State Crime Commission; and

5. The records required by law to be maintained by the clerks of the courts of record, as defined in § 1-212, and courts not of record, as defined in § 16.1-69.5. However, other records maintained by the clerks of such courts shall be public records and subject to the provisions of this chapter.

B. Public access to voter registration and election records shall be governed by the provisions of Title 24.2 and this chapter. The provisions of Title 24.2 shall be controlling in the event of any conflict.

C. No provision of this chapter or Chapter 21 (§ 30-178 et seq.) of Title 30 shall be construed to afford any rights to any person (i) incarcerated in a state, local or federal correctional facility, whether or not such facility is (a) located in the Commonwealth or (b) operated pursuant to the

Corrections Private Management Act (§ 53.1-261et seq.) or (ii) civilly committed pursuant to the Sexually Violent Predators Act (§ 37.2-900 et seq.). However, this subsection shall not be construed to prevent such persons from exercising their constitutionally protected rights, including, but not limited to, their right to call for evidence in their favor in a criminal prosecution.

§ 2.2-3703.1. Disclosure pursuant to court order or subpoena.

Nothing contained in this chapter shall have any bearing upon disclosures required to be made pursuant to any court order or subpoena. No discretionary exemption from mandatory disclosure shall be construed to make records covered by such discretionary exemption privileged under the rules of discovery, unless disclosure is otherwise prohibited by law.

§ 2.2-3704. Public records to be open to inspection; procedure for requesting records and responding to request; charges; transfer of records for storage, etc.

A. Except as otherwise specifically provided by law, all public records shall be open to inspection and copying by any citizens of the Commonwealth during the regular office hours of the custodian of such records. Access to such records shall not be denied to citizens of the Commonwealth, representatives of newspapers and magazines with circulation in the Commonwealth, and representatives of radio and television stations broadcasting in or into the Commonwealth. The custodian may require the requester to provide his name and legal address. The custodian of such records shall take all necessary precautions for their preservation and safekeeping.

B. A request for public records shall identify the requested records with reasonable specificity. The request need not make reference to this chapter in order to invoke the provisions of this chapter or to impose the time limits for response by a public body. Any public body that is subject to this chapter and that is the custodian of the requested records shall promptly, but in all cases within five working days of receiving a request, provide the requested records to the requester or make one of the following responses in writing:

1. The requested records are being entirely withheld. Such response shall identify with reasonable particularity the volume and subject matter of withheld records, and cite, as to each category of withheld records, the specific Code section that authorizes the withholding of the records.

2. The requested records are being provided in part and are being withheld in part. Such response shall identify with reasonable particularity the subject matter of withheld portions, and cite, as to each category of withheld records, the specific Code section that authorizes the withholding of the records.

3. The requested records could not be found or do not exist. However, if the public body that received the request knows that another public body has the requested records, the response shall include contact information for the other public body.

4. It is not practically possible to provide the requested records or to determine whether they are available within the five-work-day period. Such response shall specify the conditions that make a response impossible. If the response is made within five working days, the public body shall have an additional seven work days in which to provide one of the four preceding responses.

C. Any public body may petition the appropriate court for additional time to respond to a request for records when the request is for an extraordinary volume of records or requires an extraordinarily lengthy search, and a response by the public body within the time required by this chapter will prevent the public body from meeting its operational responsibilities. Before proceeding with the petition, however, the public body shall make reasonable efforts to reach an agreement with the requester concerning the production of the records requested.

D. Subject to the provisions of subsection G, no public body shall be required to create a new record if the record does not already exist. However, a public body may abstract or summarize information under such terms and conditions as agreed between the requester and the public body.

E. Failure to respond to a request for records shall be deemed a denial of the request and shall constitute a violation of this chapter.

F. A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. The public body may also make a reasonable charge for the cost incurred in supplying records produced from a geographic information system at the request of anyone other than the owner of the land that is the subject of the request. However, such charges shall not exceed the actual cost to the public body in supplying such records, except that the public body may charge, on a pro rata per acre basis, for the cost of creating topographical maps developed by the public body, for such maps or portions thereof, which encompass a contiguous area greater than 50 acres. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen.

G. Public records maintained by a public body in an electronic data processing system, computer database, or any other structured collection of data shall be made available to a requester at a reasonable cost, not to exceed the actual cost in accordance with subsection F. When electronic or other databases are combined or contain exempt and nonexempt records, the public body may provide access to the exempt records if not otherwise prohibited by law, but shall provide access to the nonexempt records as provided by this chapter.

Public bodies shall produce nonexempt records maintained in an electronic database in any tangible medium identified by the requester, including, where the public body has the capability, the option of posting the records on a website or delivering the records through an electronic mail address provided by the requester, if that medium is used by the public body in the regular course of business. No public body shall be required to produce records from an electronic

database in a format not regularly used by the public body. However, the public body shall make reasonable efforts to provide records in any format under such terms and conditions as agreed between the requester and public body, including the payment of reasonable costs. The excision of exempt fields of information from a database or the conversion of data from one available format to another shall not be deemed the creation, preparation, or compilation of a new public record.

H. In any case where a public body determines in advance that charges for producing the requested records are likely to exceed $200, the public body may, before continuing to process the request, require the requester to agree to payment of a deposit not to exceed the amount of the advance determination. The deposit shall be credited toward the final cost of supplying the requested records. The period within which the public body shall respond under this section shall be tolled for the amount of time that elapses between notice of the advance determination and the response of the requester.

I. Before processing a request for records, a public body may require the requester to pay any amounts owed to the public body for previous requests for records that remain unpaid 30 days or more after billing.

J. In the event a public body has transferred possession of public records to any entity, including but not limited to any other public body, for storage, maintenance, or archiving, the public body initiating the transfer of such records shall remain the custodian of such records for purposes of responding to requests for public records made pursuant to this chapter and shall be responsible for retrieving and supplying such public records to the requester. In the event a public body has transferred public records for storage, maintenance, or archiving and such transferring public body is no longer in existence, any public body that is a successor to the transferring public body shall be deemed the custodian of such records. In the event no successor entity exists, the entity in possession of the public records shall be deemed the custodian of the records for purposes of compliance with this chapter, and shall retrieve and supply such records to the requester. Nothing in this subsection shall be construed to apply to records transferred to the Library of Virginia for permanent archiving pursuant to the duties imposed by the Virginia Public Records Act (§ 42.1-76 et seq.). In accordance with § 42.1-79, the Library of Virginia shall be the custodian of such permanently archived records and shall be responsible for responding to requests for such records made pursuant to this chapter.

§ 2.2-3704.01. Records containing both excluded and nonexcluded information; duty to redact.

No provision of this chapter is intended, nor shall it be construed or applied, to authorize a public body to withhold a public record in its entirety on the grounds that some portion of the public record is excluded from disclosure by this chapter or by any other provision of law. A public record may be withheld from disclosure in its entirety only to the extent that an exclusion from disclosure under this chapter or other provision of law applies to the entire content of the public record. Otherwise, only those portions of the public record containing information subject to an exclusion under this chapter or other provision of law may be withheld, and all portions of the public record that are not so excluded shall be disclosed.

§ 2.2-3704.1. Posting of notice of rights and responsibilities by state and local public bodies; assistance by the Freedom of Information Advisory Council.

A. All state public bodies subject to the provisions of this chapter and any county or city, and any town with a population of more than 250, shall make available the following information to the public upon request and shall post a link to such information on the homepage of their respective public government websites:

1. A plain English explanation of the rights of a requester under this chapter, the procedures to obtain public records from the public body, and the responsibilities of the public body in complying with this chapter. For purposes of this section, "plain English" means written in nontechnical, readily understandable language using words of common everyday usage and avoiding legal terms and phrases or other terms and words of art whose usage or special meaning primarily is limited to a particular field or profession;

2. Contact information for the FOIA officer designated by the public body pursuant to § 2.2-3704.2 to (i) assist a requester in making a request for records or (ii) respond to requests for public records;

3. A general description, summary, list, or index of the types of public records maintained by such state public body;

4. A general description, summary, list, or index of any exemptions in law that permit or require such public records to be withheld from release;

5. Any policy the public body has concerning the type of public records it routinely withholds from release as permitted by this chapter or other law; and

6. The following statement: "A public body may make reasonable charges not to exceed its actual cost incurred in accessing, duplicating, supplying, or searching for the requested records. No public body shall impose any extraneous, intermediary, or surplus fees or expenses to recoup the general costs associated with creating or maintaining records or transacting the general business of the public body. Any duplicating fee charged by a public body shall not exceed the actual cost of duplication. All charges for the supplying of requested records shall be estimated in advance at the request of the citizen as set forth in subsection F of § 2.2-3704 of the Code of Virginia."

B. The Freedom of Information Advisory Council, created pursuant to § 30-178, shall assist in the development and implementation of the provisions of subsection A, upon request.

§ 2.2-3704.2. Public bodies to designate FOIA officer.

A. All state public bodies, including state authorities, that are subject to the provisions of this chapter and all local public bodies that are subject to the provisions of this chapter, shall designate and publicly identify one or more Freedom of Information Act officers (FOIA officer)

whose responsibility is to serve as a point of contact for members of the public in requesting public records and to coordinate the public body's compliance with the provisions of this chapter.

B. For such state public bodies, the name and contact information of the public body's FOIA officer to whom members of the public may direct requests for public records and who will oversee the public body's compliance with the provisions of this chapter shall be made available to the public upon request and be posted on the respective public body's website at the time of designation and maintained thereafter on such website for the duration of the designation.

C. For such local public bodies, the name and contact information of the public body's FOIA officer to whom members of the public may direct requests for public records and who will oversee the public body's compliance with the provisions of this chapter shall be made available in a way reasonably calculated to provide notice to the public, including posting at the public body's place of business, posting on its website, or including such information in its publications.

D. For the purposes of this section, local public bodies shall include constitutional officers.

E. Any such FOIA officer shall possess specific knowledge of the provisions of this chapter and be trained at least annually by legal counsel for the public body or the Virginia Freedom of Information Advisory Council.

§ 2.2-3705. Repealed.
Repealed by Acts 2004, c. 690.

§ 2.2-3705.1. Exclusions to application of chapter; exclusions of general application to public bodies.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. Personnel information concerning identifiable individuals, except that access shall not be denied to the person who is the subject thereof. Any person who is the subject of such information and who is 18 years of age or older may waive, in writing, the protections afforded by this subdivision. If the protections are so waived, such information shall be disclosed. Nothing in this subdivision shall be construed to authorize the withholding of any resumes or applications submitted by persons who are appointed by the Governor pursuant to § 2.2-106 or 2.2-107.

2. Written advice of legal counsel to state, regional or local public bodies or the officers or employees of such public bodies, and any other information protected by the attorney-client privilege.

3. Legal memoranda and other work product compiled specifically for use in litigation or for use in an active administrative investigation concerning a matter that is properly the subject of a closed meeting under § 2.2-3711.

4. Any test or examination used, administered or prepared by any public body for purposes of evaluation of (i) any student or any student's performance, (ii) any employee or employment seeker's qualifications or aptitude for employment, retention, or promotion, or (iii) qualifications for any license or certificate issued by a public body.

As used in this subdivision, "test or examination" shall include (a) any scoring key for any such test or examination and (b) any other document that would jeopardize the security of the test or examination. Nothing contained in this subdivision shall prohibit the release of test scores or results as provided by law, or limit access to individual records as provided by law. However, the subject of such employment tests shall be entitled to review and inspect all records relative to his performance on such employment tests.

When, in the reasonable opinion of such public body, any such test or examination no longer has any potential for future use, and the security of future tests or examinations will not be jeopardized, the test or examination shall be made available to the public. However, minimum competency tests administered to public school children shall be made available to the public contemporaneously with statewide release of the scores of those taking such tests, but in no event shall such tests be made available to the public later than six months after the administration of such tests.

5. Records recorded in or compiled exclusively for use in closed meetings lawfully held pursuant to § 2.2-3711. However, no record that is otherwise open to inspection under this chapter shall be deemed exempt by virtue of the fact that it has been reviewed or discussed in a closed meeting.

6. Vendor proprietary information software that may be in the public records of a public body. For the purpose of this subdivision, "vendor proprietary information software" means computer programs acquired from a vendor for purposes of processing data for agencies or political subdivisions of the Commonwealth.

7. Computer software developed by or for a state agency, state-supported institution of higher education or political subdivision of the Commonwealth.

8. Appraisals and cost estimates of real property subject to a proposed purchase, sale, or lease, prior to the completion of such purchase, sale, or lease.

9. Information concerning reserves established in specific claims administered by the Department of the Treasury through its Division of Risk Management as provided in Article 5 (§ 2.2-1832 et seq.) of Chapter 18, or by any county, city, or town; and investigative notes, correspondence and information furnished in confidence with respect to an investigation of a claim or a potential claim against a public body's insurance policy or self-insurance plan. However, nothing in this subdivision shall authorize the withholding of information taken from inactive reports upon expiration of the period of limitations for the filing of a civil suit.

10. Personal information, as defined in § 2.2-3801, including electronic mail addresses, furnished to a public body for the purpose of receiving electronic mail from the public body, provided that the electronic mail recipient has requested that the public body not disclose such information. However, access shall not be denied to the person who is the subject of the record.

11. Communications and materials required to be kept confidential pursuant to § 2.2-4119 of the Virginia Administrative Dispute Resolution Act (§ 2.2-4115 et seq.).

12. Information relating to the negotiation and award of a specific contract where competition or bargaining is involved and where the release of such information would adversely affect the bargaining position or negotiating strategy of the public body. Such information shall not be withheld after the public body has made a decision to award or not to award the contract. In the case of procurement transactions conducted pursuant to the Virginia Public Procurement Act (§ 2.2-4300 et seq.), the provisions of this subdivision shall not apply, and any release of information relating to such transactions shall be governed by the Virginia Public Procurement Act.

13. Account numbers or routing information for any credit card, debit card, or other account with a financial institution of any person or public body. However, access shall not be denied to the person who is the subject of the information. For the purposes of this subdivision, "financial institution" means any organization authorized to do business under state or federal laws relating to financial institutions, including, without limitation, banks and trust companies, savings banks, savings and loan companies or associations, and credit unions.

§ 2.2-3705.2. Exclusions to application of chapter; records relating to public safety.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. Confidential information, including victim identity, provided to or obtained by staff in a rape crisis center or a program for battered spouses.

2. Information contained in engineering and construction drawings and plans submitted for the sole purpose of complying with the Building Code in obtaining a building permit if disclosure of such information would identify specific trade secrets or other information that would be harmful to the competitive position of the owner or lessee. However, such information shall be exempt only until the building is completed. Information relating to the safety or environmental soundness of any building shall not be exempt from disclosure.

Information contained in engineering and construction drawings and plans that reveal critical structural components, security equipment and systems, ventilation systems, fire protection equipment, mandatory building emergency equipment or systems, elevators, electrical systems, telecommunications equipment and systems, and other utility equipment and systems submitted

for the purpose of complying with the Uniform Statewide Building Code (§ 36-97 et seq.) or the Statewide Fire Prevention Code (§ 27-94 et seq.) if disclosure of such information would jeopardize the safety or security of any public or private commercial office, multifamily residential, or retail building or its occupants in the event of terrorism or other threat to public safety. In order for the information to be excluded from mandatory disclosure, the owner or lessee of such property, equipment, or system in writing shall (i) invoke the protections of this paragraph; (ii) identify the drawings, plans, or other materials to be protected; and (iii) state the reasons why protection is necessary.

Nothing in this subdivision shall authorize the withholding of information relating to any building in connection with an inquiry into the performance of that building after it has been subjected to fire, explosion, natural disaster, or other catastrophic event.

3. Information that describes the design, function, operation, or access control features of any security system, whether manual or automated, which is used to control access to or use of any automated data processing or telecommunications system.

4. Information concerning the prevention or response to terrorist activity or cyber attacks, including (i) critical infrastructure information; (ii) vulnerability assessments, operational, procedural, transportation, and tactical planning or training manuals, and staff meeting minutes; (iii) engineering or architectural plans or drawings, or information derived from such plans or drawings; and (iv) information not lawfully available to the public regarding specific cybersecurity threats or vulnerabilities or security plans and measures of an entity, facility, building, structure, information technology system, or software program if disclosure of such information would (a) reveal the location or operation of security equipment and systems, elevators, ventilation, fire protection, emergency, electrical, telecommunications or utility equipment and systems of any public building, structure or information storage facility, or telecommunications or utility equipment or systems or (b) jeopardize the safety of any person.

The same categories of information concerning any person or entity submitted to a public body for the purpose of antiterrorism response planning or cybersecurity planning or protection may be withheld from disclosure if such person or entity in writing (1) invokes the protections of this subdivision, (2) identifies with specificity the information for which protection is sought, and (3) states with reasonable particularity why the protection of such information from public disclosure is necessary to meet the objective of antiterrorism, cybersecurity planning or protection, or critical infrastructure information security and resilience. Such statement shall be a public record and shall be disclosed upon request.

Any public body receiving a request for records excluded under this subdivision shall notify the Secretary of Public Safety and Homeland Security or his designee of such request and the response made by the public body in accordance with § 2.2-3704.

Nothing in this subdivision shall be construed to authorize the withholding of information relating to the structural or environmental soundness of any building, nor shall it authorize the withholding of information relating to any building in connection with an inquiry into the

performance of that building after it has been subjected to fire, explosion, natural disaster, or other catastrophic event.

As used in this subdivision, "critical infrastructure information" means the same as that term is defined in 6 U.S.C. § 131.

5. Information that would disclose the security aspects of a system safety program plan adopted pursuant to 49 C.F.R. Part 659 by the Commonwealth's designated Rail Fixed Guideway Systems Safety Oversight agency; and information in the possession of such agency, the release of which would jeopardize the success of an ongoing investigation of a rail accident or other incident threatening railway safety.

6. Information contained in engineering and architectural drawings, operational, procedural, tactical planning or training manuals, or staff meeting minutes if disclosure of such information would (i) reveal surveillance techniques, personnel deployments, alarm or security systems or technologies, or operational and transportation plans or protocols or (ii) jeopardize the security of any governmental facility, building, or structure or the safety of persons using such facility, building, or structure.

7. Information concerning security plans and specific assessment components of school safety audits, as provided in § 22.1-279.8.

Nothing in this subdivision shall be construed to authorize the withholding of information relating to the effectiveness of security plans after (i) any school building or property has been subjected to fire, explosion, natural disaster, or other catastrophic event or (ii) any person on school property has suffered or been threatened with any personal injury.

8. Information concerning the mental health assessment of an individual subject to commitment as a sexually violent predator under Chapter 9 (§ 37.2-900 et seq.) of Title 37.2 held by the Commitment Review Committee; except that in no case shall information identifying the victims of a sexually violent predator be disclosed.

9. Subscriber data provided directly or indirectly by a telecommunications carrier to a public body that operates a 911 or E-911 emergency dispatch system or an emergency notification or reverse 911 system if the data is in a form not made available by the telecommunications carrier to the public generally. Nothing in this subdivision shall authorize the withholding of subscriber data generated in connection with specific calls to a 911 emergency system, where the requester is seeking to obtain public records about the use of the system in response to a specific crime, emergency or other event as to which a citizen has initiated a 911 call.

For the purposes of this subdivision, "subscriber data" means the name, address, telephone number, and any other information identifying a subscriber of a telecommunications carrier.

10. Subscriber data collected by a local governing body in accordance with the Enhanced Public Safety Telephone Services Act (§ 56-484.12 et seq.) and other identifying information of a personal, medical, or financial nature provided to a local governing body in connection with a

911 or E-911 emergency dispatch system or an emergency notification or reverse 911 system if such records are not otherwise publicly available.

Nothing in this subdivision shall authorize the withholding of subscriber data generated in connection with specific calls to a 911 emergency system, where the requester is seeking to obtain public records about the use of the system in response to a specific crime, emergency or other event as to which a citizen has initiated a 911 call.

For the purposes of this subdivision, "subscriber data" means the name, address, telephone number, and any other information identifying a subscriber of a telecommunications carrier.

11. Information held by the Virginia Military Advisory Council or any commission created by executive order for the purpose of studying and making recommendations regarding preventing closure or realignment of federal military and national security installations and facilities located in Virginia and relocation of such facilities to Virginia, or a local or regional military affairs organization appointed by a local governing body, that would (i) reveal strategies under consideration or development by the Council or such commission or organizations to prevent the closure or realignment of federal military installations located in Virginia or the relocation of national security facilities located in Virginia, to limit the adverse economic effect of such realignment, closure, or relocation, or to seek additional tenant activity growth from the Department of Defense or federal government or (ii) disclose trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), provided to the Council or such commission or organizations in connection with their work.

In order to invoke the trade secret protection provided by clause (ii), the submitting entity shall, in writing and at the time of submission (a) invoke this exclusion, (b) identify with specificity the information for which such protection is sought, and (c) state the reason why such protection is necessary. Nothing in this subdivision shall be construed to authorize the withholding of all or part of any record, other than a trade secret that has been specifically identified as required by this subdivision, after the Department of Defense or federal agency has issued a final, unappealable decision, or in the event of litigation, a court of competent jurisdiction has entered a final, unappealable order concerning the closure, realignment, or expansion of the military installation or tenant activities, or the relocation of the national security facility, for which records are sought.

12. Information, as determined by the State Comptroller, that describes the design, function, operation, or implementation of internal controls over the Commonwealth's financial processes and systems, and the assessment of risks and vulnerabilities of those controls, including the annual assessment of internal controls mandated by the State Comptroller, if disclosure of such information would jeopardize the security of the Commonwealth's financial assets. However, records relating to the investigation of and findings concerning the soundness of any fiscal process shall be disclosed in a form that does not compromise internal controls. Nothing in this subdivision shall be construed to prohibit the Auditor of Public Accounts or the Joint Legislative Audit and Review Commission from reporting internal control deficiencies discovered during the course of an audit.

13. Information relating to the Statewide Agencies Radio System (STARS) or any other similar local or regional public safety communications system that (i) describes the design, function, programming, operation, or access control features of the overall system, components, structures, individual networks, and subsystems of the STARS or any other similar local or regional communications system or (ii) relates to radio frequencies assigned to or utilized by STARS or any other similar local or regional communications system, code plugs, circuit routing, addressing schemes, talk groups, fleet maps, encryption, programming maintained by or utilized by STARS or any other similar local or regional public safety communications system; those engineering and construction drawings and plans that reveal critical structural components, interconnectivity, security equipment and systems, network monitoring, network operation center, master sites, ventilation systems, fire protection equipment, mandatory building emergency equipment, electrical systems, and other utility equipment and systems related to STARS or any other similar local or regional public safety communications system; and special event plans, operational plans, storm plans, or other pre-arranged programming, if disclosure of such information would (a) reveal surveillance techniques, personnel deployments, alarm or security systems or technologies, or operational and transportation plans or protocols or (b) jeopardize the security of any governmental facility, building, or structure or the safety of any person.

14. Information concerning a salaried or volunteer Fire/EMS company or Fire/EMS department if disclosure of such information would reveal the telephone numbers for cellular telephones, pagers, or comparable portable communication devices provided to its personnel for use in the performance of their official duties.

15. Information concerning the disaster recovery plans or the evacuation plans in the event of fire, explosion, natural disaster, or other catastrophic event for hospitals and nursing homes regulated by the Board of Health pursuant to Chapter 5 (§ 32.1-123 et seq.) of Title 32.1 provided to the Department of Health. Nothing in this subdivision shall be construed to authorize the withholding of information relating to the effectiveness of executed evacuation plans after the occurrence of fire, explosion, natural disaster, or other catastrophic event.

16. (Effective until October 1, 2016) Records received by the Department of Criminal Justice Services pursuant to §§ 9.1-184, 22.1-79.4, and 22.1-279.8 or for purposes of evaluating threat assessment teams established by a public institution of higher education pursuant to § 23-9.2:10 or by a private nonprofit institution of higher education, to the extent such records reveal security plans, walk-through checklists, or vulnerability and threat assessment components.

16. (Effective October 1, 2016) Records received by the Department of Criminal Justice Services pursuant to §§9.1-184, 22.1-79.4, and 22.1-279.8 or for purposes of evaluating threat assessment teams established by a public institution of higher education pursuant to § 23.1-805 or by a private nonprofit institution of higher education, to the extent such records reveal security plans, walk-through checklists, or vulnerability and threat assessment components.

§ 2.2-3705.3. Exclusions to application of chapter; records relating to administrative investigations.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. (Effective until July 1, 2018) Information relating to investigations of applicants for licenses and permits, and of all licensees and permittees, made by or submitted to the Alcoholic Beverage Control Board, the Virginia Lottery, the Virginia Racing Commission, the Department of Agriculture and Consumer Services relating to investigations and applications pursuant to Article 1.1:1 (§ 18.2-340.15 et seq.) of Chapter 8 of Title 18.2, or the Private Security Services Unit of the Department of Criminal Justice Services.

1. (Effective July 1, 2018) Information relating to investigations of applicants for licenses and permits, and of all licensees and permittees, made by or submitted to the Virginia Alcoholic Beverage Control Authority, the Virginia Lottery, the Virginia Racing Commission, the Department of Agriculture and Consumer Services relating to investigations and applications pursuant to Article 1.1:1 (§ 18.2-340.15 et seq.) of Chapter 8 of Title 18.2, or the Private Security Services Unit of the Department of Criminal Justice Services.

2. Records of active investigations being conducted by the Department of Health Professions or by any health regulatory board in the Commonwealth pursuant to § 54.1-108.

3. Investigator notes, and other correspondence and information, furnished in confidence with respect to an active investigation of individual employment discrimination complaints made to the Department of Human Resource Management, to such personnel of any local public body, including local school boards, as are responsible for conducting such investigations in confidence, or to any public institution of higher education. Information contained in inactive reports shall be disclosed in a form that does not reveal the identity of charging parties, persons supplying the information, or other individuals involved in the investigation.

4. Records of active investigations being conducted by the Department of Medical Assistance Services pursuant to Chapter 10 (§ 32.1-323 et seq.) of Title 32.1.

5. Investigative notes and other correspondence and information furnished in confidence with respect to an investigation or conciliation process involving an alleged unlawful discriminatory practice under the Virginia Human Rights Act (§ 2.2-3900 et seq.) or under any local ordinance adopted in accordance with the authority specified in § 2.2-524, or adopted pursuant to § 15.2-965, or adopted prior to July 1, 1987, in accordance with applicable law, relating to local human rights or human relations commissions. Information contained in inactive reports shall be disclosed in a form that does not reveal the identity of the parties involved or other persons supplying information.

6. Information relating to studies and investigations by the Virginia Lottery of (i) lottery agents, (ii) lottery vendors, (iii) lottery crimes under §§ 58.1-4014 through 58.1-4018, (iv) defects in the law or regulations that cause abuses in the administration and operation of the lottery and any evasions of such provisions, or (v) the use of the lottery as a subterfuge for organized crime and

illegal gambling where such information has not been publicly released, published or copyrighted. All studies and investigations referred to under clauses (iii), (iv), and (v) shall be open to inspection and copying upon completion of the study or investigation.

7. Investigative notes, correspondence and information furnished in confidence, and records otherwise exempted by this chapter or any Virginia statute, provided to or produced by or for (i) the Auditor of Public Accounts; (ii) the Joint Legislative Audit and Review Commission; (iii) an appropriate authority as defined in §2.2-3010 with respect to an allegation of wrongdoing or abuse under the Fraud and Abuse Whistle Blower Protection Act (§ 2.2-3009 et seq.); (iv) the Office of the State Inspector General with respect to an investigation initiated through the Fraud, Waste and Abuse Hotline or an investigation initiated pursuant to Chapter 3.2 (§2.2-307 et seq.); (v) internal auditors appointed by the head of a state agency or by any public institution of higher education; (vi) the committee or the auditor with respect to an investigation or audit conducted pursuant to § 15.2-825; or (vii) the auditors, appointed by the local governing body of any county, city, or town or a school board, who by charter, ordinance, or statute have responsibility for conducting an investigation of any officer, department, or program of such body. Information contained in completed investigations shall be disclosed in a form that does not reveal the identity of the complainants or persons supplying information to investigators. Unless disclosure is excluded by this subdivision, the information disclosed shall include the agency involved, the identity of the person who is the subject of the complaint, the nature of the complaint, and the actions taken to resolve the complaint. If an investigation does not lead to corrective action, the identity of the person who is the subject of the complaint may be released only with the consent of the subject person. Local governing bodies shall adopt guidelines to govern the disclosure required by this subdivision.

8. Information furnished in confidence to the Department of Human Resource Management with respect to an investigation, consultation, or mediation under § 2.2-1202.1, and memoranda, correspondence and other records resulting from any such investigation, consultation or mediation. Information contained in inactive reports shall be disclosed in a form that does not reveal the identity of the parties involved or other persons supplying information.

9. The names, addresses and telephone numbers of complainants furnished in confidence with respect to an investigation of individual zoning enforcement complaints or complaints relating to the Uniform Statewide Building Code (§ 36-97 et seq.) or the Statewide Fire Prevention Code (§ 27-94 et seq.) made to a local governing body.

10. Records of active investigations being conducted by the Department of Criminal Justice Services pursuant to Article 4 (§ 9.1-138 et seq.), Article 4.1 (§ 9.1-150.1 et seq.), Article 11 (§ 9.1-185 et seq.), and Article 12 (§ 9.1-186 et seq.) of Chapter 1 of Title 9.1.

11. Information furnished to or prepared by the Board of Education pursuant to subsection D of § 22.1-253.13:3in connection with the review or investigation of any alleged breach in security, unauthorized alteration, or improper administration of tests by local school board employees responsible for the distribution or administration of the tests. However, this section shall not prohibit the disclosure of such information to (i) a local school board or division superintendent for the purpose of permitting such board or superintendent to consider or to take personnel action

with regard to an employee or (ii) any requester, after the conclusion of a review or investigation, in a form that (a) does not reveal the identity of any person making a complaint or supplying information to the Board on a confidential basis and (b) does not compromise the security of any test mandated by the Board.

12. Information contained in (i) an application for licensure or renewal of a license for teachers and other school personnel, including transcripts or other documents submitted in support of an application, and (ii) an active investigation conducted by or for the Board of Education related to the denial, suspension, cancellation, revocation, or reinstatement of teacher and other school personnel licenses including investigator notes and other correspondence and information, furnished in confidence with respect to such investigation. However, this subdivision shall not prohibit the disclosure of such (a) application information to the applicant at his own expense or (b) investigation information to a local school board or division superintendent for the purpose of permitting such board or superintendent to consider or to take personnel action with regard to an employee. Information contained in completed investigations shall be disclosed in a form that does not reveal the identity of any complainant or person supplying information to investigators. The completed investigation information disclosed shall include information regarding the school or facility involved, the identity of the person who was the subject of the complaint, the nature of the complaint, and the actions taken to resolve the complaint. If an investigation fails to support a complaint or does not lead to corrective action, the identity of the person who was the subject of the complaint may be released only with the consent of the subject person. No personally identifiable information regarding a current or former student shall be released except as permitted by state or federal law.

13. Information provided in confidence and related to an investigation by the Attorney General under Article 1 (§ 3.2-4200 et seq.) or Article 3 (§ 3.2-4204 et seq.) of Chapter 42 of Title 3.2, Article 10 (§ 18.2-246.6 et seq.) of Chapter 6 or Chapter 13 (§ 18.2-512 et seq.) of Title 18.2, or Article 1 (§ 58.1-1000) of Chapter 10 of Title 58.1. However, information related to an investigation that has been inactive for more than six months shall, upon request, be disclosed provided such disclosure is not otherwise prohibited by law and does not reveal the identity of charging parties, complainants, persons supplying information, witnesses, or other individuals involved in the investigation.

§ 2.2-3705.4. Exclusions to application of chapter; educational records and certain records of educational institutions.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. Scholastic records containing information concerning identifiable individuals, except that such access shall not be denied to the person who is the subject thereof, or the parent or legal guardian of the student. However, no student shall have access to (i) financial records of a parent or guardian or (ii) records of instructional, supervisory, and administrative personnel and

educational personnel ancillary thereto, that are in the sole possession of the maker thereof and that are not accessible or revealed to any other person except a substitute.

The parent or legal guardian of a student may prohibit, by written request, the release of any individual information regarding that student until the student reaches the age of 18 years. For scholastic records of students under the age of 18 years, the right of access may be asserted only by his legal guardian or parent, including a noncustodial parent, unless such parent's parental rights have been terminated or a court of competent jurisdiction has restricted or denied such access. For scholastic records of students who are emancipated or attending a state-supported institution of higher education, the right of access may be asserted by the student.

Any person who is the subject of any scholastic record and who is 18 years of age or older may waive, in writing, the protections afforded by this subdivision. If the protections are so waived, such records shall be disclosed.

2. Confidential letters and statements of recommendation placed in the records of educational agencies or institutions respecting (i) admission to any educational agency or institution, (ii) an application for employment or promotion, or (iii) receipt of an honor or honorary recognition.

3. Information held by the Brown v. Board of Education Scholarship Awards Committee that would reveal personally identifiable information, including scholarship applications, personal financial information, and confidential correspondence and letters of recommendation.

4. Information of a proprietary nature produced or collected by or for faculty or staff of public institutions of higher education, other than the institutions' financial or administrative records, in the conduct of or as a result of study or research on medical, scientific, technical or scholarly issues, whether sponsored by the institution alone or in conjunction with a governmental body or a private concern, where such information has not been publicly released, published, copyrighted or patented.

5. Information held by the University of Virginia or the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, that contain proprietary, business-related information pertaining to the operations of the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, including business development or marketing strategies and activities with existing or future joint venturers, partners, or other parties with whom the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, has formed, or forms, any arrangement for the delivery of health care, if disclosure of such information would be harmful to the competitive position of the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be.

6. (Effective until October 1, 2016) Personal information, as defined in § 2.2-3801, provided to the Board of the Virginia College Savings Plan or its employees by or on behalf of individuals who have requested information about, applied for, or entered into prepaid tuition contracts or savings trust account agreements pursuant to Chapter 4.9 (§ 23-38.75 et seq.) of Title 23. However, information in a statistical or other form that does not identify individuals or provide

personal information shall be disclosed and may be published by the Board. Individuals shall be provided access to their own personal information.

6. (Effective October 1, 2016) Personal information, as defined in § 2.2-3801, provided to the Board of the Virginia College Savings Plan or its employees by or on behalf of individuals who have requested information about, applied for, or entered into prepaid tuition contracts or savings trust account agreements pursuant to Chapter 7 (§ 23.1-700 et seq.) of Title 23.1. However, information in a statistical or other form that does not identify individuals or provide personal information shall be disclosed and may be published by the Board. Individuals shall be provided access to their own personal information.

7. Information maintained in connection with fundraising activities by or for a public institution of higher education that would reveal (i) personal fundraising strategies relating to identifiable donors or prospective donors or (ii) wealth assessments; estate, financial, or tax planning information; health-related information; employment, familial, or marital status information; electronic mail addresses, facsimile or telephone numbers; birth dates or social security numbers of identifiable donors or prospective donors. Nothing in this subdivision, however, shall be construed to authorize the withholding of information relating to the amount, date, purpose, and terms of the pledge or donation, or the identity of the donor unless the donor has requested anonymity in connection with or as a condition of making a pledge or donation. The exclusion provided by this subdivision shall not apply to protect from disclosure (i) the identities of sponsors providing grants to or contracting with the institution for the performance of research services or other work or (ii) the terms and conditions of such grants or contracts.

8. (Effective until October 1, 2016) Information held by a threat assessment team established by a local school board pursuant to § 22.1-79.4 or by a public institution of higher education pursuant to § 23-9.2:10 relating to the assessment or intervention with a specific individual. However, in the event an individual who has been under assessment commits an act, or is prosecuted for the commission of an act that has caused the death of, or caused serious bodily injury, including any felony sexual assault, to another person, such information of the threat assessment team concerning the individual under assessment shall be made available as provided by this chapter, with the exception of any criminal history records obtained pursuant to § 19.2-389 or 19.2-389.1, health records obtained pursuant to § 32.1-127.1:03, or scholastic records as defined in § 22.1-289. The public body providing such information shall remove personally identifying information of any person who provided information to the threat assessment team under a promise of confidentiality.

8. (Effective October 1, 2016) Information held by a threat assessment team established by a local school board pursuant to § 22.1-79.4 or by a public institution of higher education pursuant to § 23.1-805 relating to the assessment or intervention with a specific individual. However, in the event an individual who has been under assessment commits an act, or is prosecuted for the commission of an act that has caused the death of, or caused serious bodily injury, including any felony sexual assault, to another person, such information of the threat assessment team concerning the individual under assessment shall be made available as provided by this chapter, with the exception of any criminal history records obtained pursuant to § 19.2-389 or 19.2-389.1, health records obtained pursuant to § 32.1-127.1:03, or scholastic records as defined in § 22.1-

289. The public body providing such information shall remove personally identifying information of any person who provided information to the threat assessment team under a promise of confidentiality.

§ 2.2-3705.5. Exclusions to application of chapter; health and social services records.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. Health records, except that such records may be personally reviewed by the individual who is the subject of such records, as provided in subsection F of § 32.1-127.1:03.

Where the person who is the subject of health records is confined in a state or local correctional facility, the administrator or chief medical officer of such facility may assert such confined person's right of access to the health records if the administrator or chief medical officer has reasonable cause to believe that such confined person has an infectious disease or other medical condition from which other persons so confined need to be protected. Health records shall only be reviewed and shall not be copied by such administrator or chief medical officer. The information in the health records of a person so confined shall continue to be confidential and shall not be disclosed by the administrator or chief medical officer of the facility to any person except the subject or except as provided by law.

Where the person who is the subject of health records is under the age of 18, his right of access may be asserted only by his guardian or his parent, including a noncustodial parent, unless such parent's parental rights have been terminated, a court of competent jurisdiction has restricted or denied such access, or a parent has been denied access to the health record in accordance with § 20-124.6. In instances where the person who is the subject thereof is an emancipated minor, a student in a public institution of higher education, or is a minor who has consented to his own treatment as authorized by § 16.1-338 or 54.1-2969, the right of access may be asserted by the subject person.

For the purposes of this chapter, statistical summaries of incidents and statistical data concerning abuse of individuals receiving services compiled by the Commissioner of Behavioral Health and Developmental Services shall be disclosed. No such summaries or data shall include any information that identifies specific individuals receiving services.

2. Applications for admission to examinations or for licensure and scoring records maintained by the Department of Health Professions or any board in that department on individual licensees or applicants. However, such material may be made available during normal working hours for copying, at the requester's expense, by the individual who is the subject thereof, in the offices of the Department of Health Professions or in the offices of any health regulatory board, whichever may possess the material.

3. Reports, documentary evidence and other information as specified in §§ 51.5-122, 51.5-141, and 63.2-104.

4. Investigative notes; proprietary information not published, copyrighted or patented; information obtained from employee personnel records; personally identifiable information regarding residents, clients or other recipients of services; other correspondence and information furnished in confidence to the Department of Social Services in connection with an active investigation of an applicant or licensee pursuant to Chapters 17 (§63.2-1700 et seq.) and 18 (§ 63.2-1800 et seq.) of Title 63.2; and information furnished to the Office of the Attorney General in connection with an investigation or litigation pursuant to Article 19.1 (§ 8.01-216.1 et seq.) of Chapter 3 of Title 8.01 and Chapter 9 (§ 32.1-310 et seq.) of Title 32.1. Information from the records of completed investigations shall be disclosed in a form that does not reveal the identity of complainants, persons supplying information, or other individuals involved in the investigation.

5. Information collected for the designation and verification of trauma centers and other specialty care centers within the Statewide Emergency Medical Services System and Services pursuant to Article 2.1 (§ 32.1-111.1 et seq.) of Chapter 4 of Title 32.1.

6. Reports and court documents relating to involuntary admission required to be kept confidential pursuant to §37.2-818.

7. Data formerly required to be submitted to the Commissioner of Health relating to the establishment of new or the expansion of existing clinical health services, acquisition of major medical equipment, or certain projects requiring capital expenditures pursuant to former § 32.1-102.3:4.

8. Information required to be provided to the Department of Health Professions by certain licensees pursuant to § 54.1-2506.1.

9. Information acquired (i) during a review of any child death conducted by the State Child Fatality Review team established pursuant to § 32.1-283.1 or by a local or regional child fatality review team to the extent that such information is made confidential by § 32.1-283.2; (ii) during a review of any death conducted by a family violence fatality review team to the extent that such information is made confidential by § 32.1-283.3; or (iii) during a review of any adult death conducted by the Adult Fatality Review Team to the extent made confidential by § 32.1-283.5 or by a local or regional adult fatality review team to the extent that such information is made confidential by § 32.1-283.6.

10. Patient level data collected by the Board of Health and not yet processed, verified, and released, pursuant to § 32.1-276.9, to the Board by the nonprofit organization with which the Commissioner of Health has contracted pursuant to § 32.1-276.4.

11. Information held by the Health Practitioners' Monitoring Program Committee within the Department of Health Professions that may identify any practitioner who may be, or who is actually, impaired and disclosure of such information is prohibited by § 54.1-2517.

12. Information relating to a grant application, or accompanying a grant application, submitted to the Commonwealth Neurotrauma Initiative Advisory Board pursuant to Article 12 (§ 51.5-178 et seq.) of Chapter 14 of Title 51.5 that would (i) reveal (a) medical or mental health records or other data identifying individual patients or (b) proprietary business or research-related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, and (ii) be harmful to the competitive position of the applicant.

13. Any information copied, recorded, or received by the Commissioner of Health in the course of an examination, investigation, or review of a managed care health insurance plan licensee pursuant to §§ 32.1-137.4 and 32.1-137.5, including books, records, files, accounts, papers, documents, and any or all computer or other recordings.

14. Information and statistical registries required to be kept confidential pursuant to §§ 63.2-102 and 63.2-104.

15. Information relating to the prescribing and dispensing of covered substances to recipients and any abstracts from such information that are in the possession of the Prescription Monitoring Program pursuant to Chapter 25.2 (§ 54.1-2519 et seq.) of Title 54.1 and any material relating to the operation or security of the Program.

16. Records of the Virginia Birth-Related Neurological Injury Compensation Program required to be kept confidential pursuant to § 38.2-5002.2.

17. Information held by the State Health Commissioner relating to the health of any person subject to an order of quarantine or an order of isolation pursuant to Article 3.02 (§ 32.1-48.05 et seq.) of Chapter 2 of Title 32.1. However, nothing in this subdivision shall be construed to authorize the withholding of statistical summaries, abstracts, or other information in aggregate form.

18. The names and addresses or other contact information of persons receiving transportation services from a state or local public body or its designee under Title II of the Americans with Disabilities Act, (42 U.S.C. § 12131 et seq.) or funded by Temporary Assistance for Needy Families (TANF) created under § 63.2-600.

19. Information held by certain health care committees and entities that may be withheld from discovery as privileged communications pursuant to § 8.01-581.17.

§ 2.2-3705.6. Exclusions to application of chapter; proprietary records and trade secrets.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. Proprietary information gathered by or for the Virginia Port Authority as provided in § 62.1-132.4 or 62.1-134.1.

2. Financial statements not publicly available filed with applications for industrial development financings in accordance with Chapter 49 (§ 15.2-4900 et seq.) of Title 15.2.

3. Proprietary information, voluntarily provided by private business pursuant to a promise of confidentiality from a public body, used by the public body for business, trade, and tourism development or retention; and memoranda, working papers, or other information related to businesses that are considering locating or expanding in Virginia, prepared by a public body, where competition or bargaining is involved and where disclosure of such information would adversely affect the financial interest of the public body.

4. Information that was filed as confidential under the Toxic Substances Information Act (§ 32.1-239 et seq.), as such Act existed prior to July 1, 1992.

5. Fisheries data that would permit identification of any person or vessel, except when required by court order as specified in § 28.2-204.

6. Confidential financial statements, balance sheets, trade secrets, and revenue and cost projections provided to the Department of Rail and Public Transportation, provided such information is exempt under the federal Freedom of Information Act or the federal Interstate Commerce Act or other laws administered by the Surface Transportation Board or the Federal Railroad Administration with respect to data provided in confidence to the Surface Transportation Board and the Federal Railroad Administration.

7. Proprietary information related to inventory and sales, voluntarily provided by private energy suppliers to the Department of Mines, Minerals and Energy, used by that Department for energy contingency planning purposes or for developing consolidated statistical information on energy supplies.

8. Confidential proprietary information furnished to the Board of Medical Assistance Services or the Medicaid Prior Authorization Advisory Committee pursuant to Article 4 (§ 32.1-331.12 et seq.) of Chapter 10 of Title 32.1.

9. Proprietary, commercial or financial information, balance sheets, trade secrets, and revenue and cost projections provided by a private transportation business to the Virginia Department of Transportation and the Department of Rail and Public Transportation for the purpose of conducting transportation studies needed to obtain grants or other financial assistance under the Transportation Equity Act for the 21st Century (P.L. 105-178) for transportation projects if disclosure of such information is exempt under the federal Freedom of Information Act or the federal Interstate Commerce Act or other laws administered by the Surface Transportation Board or the Federal Railroad Administration with respect to data provided in confidence to the Surface Transportation Board and the Federal Railroad Administration. However, the exclusion provided by this subdivision shall not apply to any wholly owned subsidiary of a public body.

10. Confidential information designated as provided in subsection F of § 2.2-4342 as trade secrets or proprietary information by any person in connection with a procurement transaction or by any person who has submitted to a public body an application for prequalification to bid on public construction projects in accordance with subsection B of § 2.2-4317.

11. a. Memoranda, staff evaluations, or other information prepared by the responsible public entity, its staff, outside advisors, or consultants exclusively for the evaluation and negotiation of proposals filed under the Public-Private Transportation Act of 1995 (§ 33.2-1800 et seq.) or the Public-Private Education Facilities and Infrastructure Act of 2002 (§ 56-575.1 et seq.) where (i) if such information was made public prior to or after the execution of an interim or a comprehensive agreement, § 33.2-1820 or 56-575.17 notwithstanding, the financial interest or bargaining position of the public entity would be adversely affected and (ii) the basis for the determination required in clause (i) is documented in writing by the responsible public entity; and

b. Information provided by a private entity to a responsible public entity, affected jurisdiction, or affected local jurisdiction pursuant to the provisions of the Public-Private Transportation Act of 1995 (§ 33.2-1800 et seq.) or the Public-Private Education Facilities and Infrastructure Act of 2002 (§ 56-575.1 et seq.) if disclosure of such information would reveal (i) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§59.1-336 et seq.); (ii) financial information of the private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; or (iii) other information submitted by the private entity where if such information was made public prior to the execution of an interim agreement or a comprehensive agreement, the financial interest or bargaining position of the public or private entity would be adversely affected. In order for the information specified in clauses (i), (ii), and (iii) to be excluded from the provisions of this chapter, the private entity shall make a written request to the responsible public entity:

(1) Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

(2) Identifying with specificity the data or other materials for which protection is sought; and

(3) Stating the reasons why protection is necessary.

The responsible public entity shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial information of the private entity. To protect other information submitted by the private entity from disclosure, the responsible public entity shall determine whether public disclosure prior to the execution of an interim agreement or a comprehensive agreement would adversely affect the financial interest or bargaining position of the public or private entity. The responsible public entity shall make a written determination of the nature and scope of the protection to be afforded by the responsible public entity under this subdivision. Once a written determination is made by the responsible public entity, the information afforded protection under this subdivision shall continue to be protected from disclosure when in the possession of any affected jurisdiction or affected local jurisdiction.

Except as specifically provided in subdivision 11 a, nothing in this subdivision shall be construed to authorize the withholding of (a) procurement records as required by § 33.2-1820 or 56-575.17; (b) information concerning the terms and conditions of any interim or comprehensive agreement, service contract, lease, partnership, or any agreement of any kind entered into by the responsible public entity and the private entity; (c) information concerning the terms and conditions of any financing arrangement that involves the use of any public funds; or (d) information concerning the performance of any private entity developing or operating a qualifying transportation facility or a qualifying project.

For the purposes of this subdivision, the terms "affected jurisdiction, " "affected local jurisdiction, " "comprehensive agreement, " "interim agreement, " "qualifying project, " "qualifying transportation facility, " "responsible public entity, " and "private entity" shall mean the same as those terms are defined in the Public-Private Transportation Act of 1995 (§ 33.2-1800 et seq.) or in the Public-Private Education Facilities and Infrastructure Act of 2002 (§ 56-575.1 et seq.).

12. Confidential proprietary information or trade secrets, not publicly available, provided by a private person or entity pursuant to a promise of confidentiality to the Virginia Resources Authority or to a fund administered in connection with financial assistance rendered or to be rendered by the Virginia Resources Authority where, if such information were made public, the financial interest of the private person or entity would be adversely affected.

13. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), or confidential proprietary information that is not generally available to the public through regulatory disclosure or otherwise, provided by a (i) bidder or applicant for a franchise or (ii) franchisee under Chapter 21 (§ 15.2-2100 et seq.) of Title 15.2 to the applicable franchising authority pursuant to a promise of confidentiality from the franchising authority, to the extent the information relates to the bidder's, applicant's, or franchisee's financial capacity or provision of new services, adoption of new technologies or implementation of improvements, where such new services, technologies, or improvements have not been implemented by the franchisee on a nonexperimental scale in the franchise area, and where, if such information were made public, the competitive advantage or financial interests of the franchisee would be adversely affected.

In order for trade secrets or confidential proprietary information to be excluded from the provisions of this chapter, the bidder, applicant, or franchisee shall (a) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (b) identify the data or other materials for which protection is sought, and (c) state the reason why protection is necessary.

No bidder, applicant, or franchisee may invoke the exclusion provided by this subdivision if the bidder, applicant, or franchisee is owned or controlled by a public body or if any representative of the applicable franchising authority serves on the management board or as an officer of the bidder, applicant, or franchisee.

14. Information of a proprietary nature furnished by a supplier of charitable gaming supplies to the Department of Agriculture and Consumer Services pursuant to subsection E of § 18.2-340.34.

15. Information related to Virginia apple producer sales provided to the Virginia StateApple Board pursuant to §3.2-1215.

16. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) of Title 59.1, submitted by CMRS providers as defined in § 56-484.12 to the Wireless Carrier E-911 Cost Recovery Subcommittee created pursuant to § 56-484.15, relating to the provision of wireless E-911 service.

17. (Effective until October 1, 2016) Information relating to a grant or loan application, or accompanying a grant or loan application, to the Innovation and Entrepreneurship Investment Authority pursuant to Article 3 (§ 2.2-2233.1 et seq.) of Chapter 22 of Title 2.2 or to the Commonwealth Health Research Board pursuant to Chapter 22 (§ 23-277 et seq.) of Title 23 if disclosure of such information would (i) reveal proprietary business or research-related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, technological, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, and (ii) be harmful to the competitive position of the applicant.

17. (Effective October 1, 2016) Information relating to a grant or loan application, or accompanying a grant or loan application, to the Innovation and Entrepreneurship Investment Authority pursuant to Article 3 (§ 2.2-2233.1 et seq.) of Chapter 22 of Title 2.2 or to the Commonwealth Health Research Board pursuant to Chapter 5.3 (§ 32.1-162.23 et seq.) of Title 32.1 if disclosure of such information would (i) reveal proprietary business or research-related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, technological, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, and (ii) be harmful to the competitive position of the applicant.

18. Confidential proprietary information and trade secrets developed and held by a local public body (i) providing telecommunication services pursuant to § 56-265.4:4 and (ii) providing cable television services pursuant to Article 1.1 (§ 15.2-2108.2 et seq.) of Chapter 21 of Title 15.2 if disclosure of such information would be harmful to the competitive position of the locality. In order for confidential proprietary information or trade secrets to be excluded from the provisions of this chapter, the locality in writing shall (a) invoke the protections of this subdivision, (b) identify with specificity the information for which protection is sought, and (c) state the reasons why protection is necessary. However, the exemption provided by this subdivision shall not apply to any authority created pursuant to the BVU Authority Act (§ 15.2-7200 et seq.).

19. Confidential proprietary information and trade secrets developed by or for a local authority created in accordance with the Virginia Wireless Service Authorities Act (§ 15.2-5431.1 et seq.) to provide qualifying communications services as authorized by Article 5.1 (§ 56-484.7:1 et seq.)

of Chapter 15 of Title 56, where disclosure of such information would be harmful to the competitive position of the authority, except that information required to be maintained in accordance with § 15.2-2160 shall be released.

20. Trade secrets as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.) or financial information of a business, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, provided to the Department of Small Business and Supplier Diversity as part of an application for certification as a small, women-owned, or minority-owned business in accordance with Chapter 16.1 (§ 2.2-1603 et seq.). In order for such trade secrets or financial information to be excluded from the provisions of this chapter, the business shall (i) invoke such exclusion upon submission of the data or other materials for which protection from disclosure is sought, (ii) identify the data or other materials for which protection is sought, and (iii) state the reasons why protection is necessary.

21. Information of a proprietary or confidential nature disclosed by a carrier to the State Health Commissioner pursuant to §§ 32.1-276.5:1 and 32.1-276.7:1.

22. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial information, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the State Inspector General for the purpose of an audit, special investigation, or any study requested by the Office of the State Inspector General in accordance with law.

In order for the information specified in this subdivision to be excluded from the provisions of this chapter, the private or nongovernmental entity shall make a written request to the State Inspector General:

a. Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

b. Identifying with specificity the data or other materials for which protection is sought; and

c. Stating the reasons why protection is necessary.

The State Inspector General shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial information of the private entity. The State Inspector General shall make a written determination of the nature and scope of the protection to be afforded by it under this subdivision.

23. Information relating to a grant application, or accompanying a grant application, submitted to the Tobacco Region Revitalization Commission that would (i) reveal (a) trade secrets as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), (b) financial information of a grant applicant that is not a public body, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, or (c) research-

related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, technological, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, and (ii) be harmful to the competitive position of the applicant; and memoranda, staff evaluations, or other information prepared by the Commission or its staff exclusively for the evaluation of grant applications. The exclusion provided by this subdivision shall apply to grants that are consistent with the powers of and in furtherance of the performance of the duties of the Commission pursuant to § 3.2-3103.

In order for the information specified in this subdivision to be excluded from the provisions of this chapter, the applicant shall make a written request to the Commission:

a. Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

b. Identifying with specificity the data, information or other materials for which protection is sought; and

c. Stating the reasons why protection is necessary.

The Commission shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets, financial information, or research-related information of the applicant. The Commission shall make a written determination of the nature and scope of the protection to be afforded by it under this subdivision.

24. a. Information held by the Commercial Space Flight Authority relating to rate structures or charges for the use of projects of, the sale of products of, or services rendered by the Authority if disclosure of such information would adversely affect the financial interest or bargaining position of the Authority or a private entity providing the information to the Authority; or

b. Information provided by a private entity to the Commercial Space Flight Authority if disclosure of such information would (i) reveal (a) trade secrets of the private entity as defined in the Uniform Trade Secrets Act (§59.1-336 et seq.); (b) financial information of the private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; or (c) other information submitted by the private entity and (ii) adversely affect the financial interest or bargaining position of the Authority or private entity.

In order for the information specified in clauses (a), (b), and (c) of subdivision 24 b to be excluded from the provisions of this chapter, the private entity shall make a written request to the Authority:

(1) Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

(2) Identifying with specificity the data or other materials for which protection is sought; and

(3) Stating the reasons why protection is necessary.

The Authority shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial information of the private entity. To protect other information submitted by the private entity from disclosure, the Authority shall determine whether public disclosure would adversely affect the financial interest or bargaining position of the Authority or private entity. The Authority shall make a written determination of the nature and scope of the protection to be afforded by it under this subdivision.

25. Information of a proprietary nature furnished by an agricultural landowner or operator to the Department of Conservation and Recreation, the Department of Environmental Quality, the Department of Agriculture and Consumer Services, or any political subdivision, agency, or board of the Commonwealth pursuant to §§ 10.1-104.7, 10.1-104.8, and 10.1-104.9, other than when required as part of a state or federal regulatory enforcement action.

26. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), provided to the Department of Environmental Quality pursuant to the provisions of § 10.1-1458. In order for such trade secrets to be excluded from the provisions of this chapter, the submitting party shall (i) invoke this exclusion upon submission of the data or materials for which protection from disclosure is sought, (ii) identify the data or materials for which protection is sought, and (iii) state the reasons why protection is necessary.

27. Information of a proprietary nature furnished by a licensed public-use airport to the Department of Aviation for funding from programs administered by the Department of Aviation or the Virginia Aviation Board, where if such information was made public, the financial interest of the public-use airport would be adversely affected.

In order for the information specified in this subdivision to be excluded from the provisions of this chapter, the public-use airport shall make a written request to the Department of Aviation:

a. Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

b. Identifying with specificity the data or other materials for which protection is sought; and

c. Stating the reasons why protection is necessary.

28. (Effective until October 1, 2016) Records submitted as a grant or loan application, or accompanying a grant or loan application, for an award from the Virginia Research Investment Fund pursuant to Chapter 28 (§ 23-304et seq.) of Title 23, to the extent that such records contain proprietary business or research-related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, technological, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, if the disclosure of such information would be harmful to the competitive position of the applicant.

28. (Effective October 1, 2016) Records submitted as a grant or loan application, or accompanying a grant or loan application, for an award from the Virginia Research Investment Fund pursuant to Article 8 (§ 23.1-3130 et seq.) of Chapter 31 of Title 23.1, to the extent that such records contain proprietary business or research-related information produced or collected by the applicant in the conduct of or as a result of study or research on medical, rehabilitative, scientific, technical, technological, or scholarly issues, when such information has not been publicly released, published, copyrighted, or patented, if the disclosure of such information would be harmful to the competitive position of the applicant.

§ 2.2-3705.7. Exclusions to application of chapter; records of specific public bodies and certain other limited exclusions.

The following information contained in a public record is excluded from the mandatory disclosure provisions of this chapter but may be disclosed by the custodian in his discretion, except where such disclosure is prohibited by law. Redaction of information excluded under this section from a public record shall be conducted in accordance with § 2.2-3704.01.

1. State income, business, and estate tax returns, personal property tax returns, and confidential records held pursuant to § 58.1-3.

2. Working papers and correspondence of the Office of the Governor; the Lieutenant Governor; the Attorney General; the members of the General Assembly, the Division of Legislative Services, or the Clerks of the House of Delegates and the Senate of Virginia; the mayor or chief executive officer of any political subdivision of the Commonwealth; or the president or other chief executive officer of any public institution of higher education in Virginia. However, no information that is otherwise open to inspection under this chapter shall be deemed excluded by virtue of the fact that it has been attached to or incorporated within any working paper or correspondence. Nothing in this subdivision shall be construed to authorize the withholding of any resumes or applications submitted by persons who are appointed by the Governor pursuant to § 2.2-106 or 2.2-107.

As used in this subdivision:

"Members of the General Assembly" means each member of the Senate of Virginia and the House of Delegates and their legislative aides when working on behalf of such member.

"Office of the Governor" means the Governor; his chief of staff, counsel, director of policy, Cabinet Secretaries, and Assistant to the Governor for Intergovernmental Affairs and those individuals to whom the Governor has delegated his authority pursuant to § 2.2-104.

"Working papers" means those records prepared by or for an above-named public official for his personal or deliberative use.

3. Information contained in library records that can be used to identify both (i) any library patron who has borrowed material from a library and (ii) the material such patron borrowed.

4. Contract cost estimates prepared for the confidential use of the Department of Transportation in awarding contracts for construction or the purchase of goods or services, and records and automated systems prepared for the Department's Bid Analysis and Monitoring Program.

5. Lists of registered owners of bonds issued by a political subdivision of the Commonwealth, whether the lists are maintained by the political subdivision itself or by a single fiduciary designated by the political subdivision.

6. Information furnished by a member of the General Assembly to a meeting of a standing committee, special committee, or subcommittee of his house established solely for the purpose of reviewing members' annual disclosure statements and supporting materials filed under § 30-110 or of formulating advisory opinions to members on standards of conduct, or both.

7. Customer account information of a public utility affiliated with a political subdivision of the Commonwealth, including the customer's name and service address, but excluding the amount of utility service provided and the amount of money paid for such utility service.

8. Personal information, as defined in § 2.2-3801, (i) filed with the Virginia Housing Development Authority concerning individuals who have applied for or received loans or other housing assistance or who have applied for occupancy of or have occupied housing financed, owned or otherwise assisted by the Virginia Housing Development Authority; (ii) concerning persons participating in or persons on the waiting list for federally funded rent-assistance programs; (iii) filed with any local redevelopment and housing authority created pursuant to § 36-4 concerning persons participating in or persons on the waiting list for housing assistance programs funded by local governments or by any such authority; or (iv) filed with any local redevelopment and housing authority created pursuant to § 36-4 or any other local government agency concerning persons who have applied for occupancy or who have occupied affordable dwelling units established pursuant to § 15.2-2304or 15.2-2305. However, access to one's own information shall not be denied.

9. Information regarding the siting of hazardous waste facilities, except as provided in § 10.1-1441, if disclosure of such information would have a detrimental effect upon the negotiating position of a governing body or on the establishment of the terms, conditions, and provisions of the siting agreement.

10. Information on the site-specific location of rare, threatened, endangered, or otherwise imperiled plant and animal species, natural communities, caves, and significant historic and archaeological sites if, in the opinion of the public body that has the responsibility for such information, disclosure of the information would jeopardize the continued existence or the integrity of the resource. This exclusion shall not apply to requests from the owner of the land upon which the resource is located.

11. Memoranda, graphics, video or audio tapes, production models, data, and information of a proprietary nature produced by or for or collected by or for the Virginia Lottery relating to matters of a specific lottery game design, development, production, operation, ticket price, prize

structure, manner of selecting the winning ticket, manner of payment of prizes to holders of winning tickets, frequency of drawings or selections of winning tickets, odds of winning, advertising, or marketing, where such information not been publicly released, published, copyrighted, or patented. Whether released, published, or copyrighted, all game-related information shall be subject to public disclosure under this chapter upon the first day of sales for the specific lottery game to which it pertains.

12. (Effective until October 1, 2016) Information held by the Virginia Retirement System, acting pursuant to §51.1-124.30, or a local retirement system, acting pursuant to § 51.1-803, or the Rector and Visitors of the University of Virginia, acting pursuant to § 23-76.1, or the Virginia College Savings Plan, acting pursuant to §23-38.77, relating to the acquisition, holding, or disposition of a security or other ownership interest in an entity, where such security or ownership interest is not traded on a governmentally regulated securities exchange, if disclosure of such information would (i) reveal confidential analyses prepared for the Rector and Visitors of the University of Virginia, prepared by the retirement system or the Virginia College Savings Plan, or provided to the retirement system or the Virginia College Savings Plan under a promise of confidentiality of the future value of such ownership interest or the future financial performance of the entity and (ii) have an adverse effect on the value of the investment to be acquired, held, or disposed of by the retirement system, the Rector and Visitors of the University of Virginia, or the Virginia College Savings Plan. Nothing in this subdivision shall be construed to authorize the withholding of information relating to the identity of any investment held, the amount invested, or the present value of such investment.

12. (Effective October 1, 2016) Information held by the Virginia Retirement System, acting pursuant to § 51.1-124.30, or a local retirement system, acting pursuant to § 51.1-803, or the Rector and Visitors of the University of Virginia, acting pursuant to § 23.1-2210, or the Virginia College Savings Plan, acting pursuant to § 23.1-704, relating to the acquisition, holding, or disposition of a security or other ownership interest in an entity, where such security or ownership interest is not traded on a governmentally regulated securities exchange, if disclosure of such information would (i) reveal confidential analyses prepared for the Rector and Visitors of the University of Virginia, prepared by the retirement system or the Virginia College Savings Plan, or provided to the retirement system or the Virginia College Savings Plan under a promise of confidentiality of the future value of such ownership interest or the future financial performance of the entity and (ii) have an adverse effect on the value of the investment to be acquired, held, or disposed of by the retirement system, the Rector and Visitors of the University of Virginia, or the Virginia College Savings Plan. Nothing in this subdivision shall be construed to authorize the withholding of information relating to the identity of any investment held, the amount invested, or the present value of such investment.

13. Names and addresses of subscribers to Virginia Wildlife magazine, published by the Department of Game and Inland Fisheries, provided the individual subscriber has requested in writing that the Department not release such information.

14. Financial, medical, rehabilitative, and other personal information concerning applicants for or recipients of loan funds submitted to or maintained by the Assistive Technology Loan Fund Authority under Chapter 11 (§51.5-53 et seq.) of Title 51.5.

15. Information held by the Virginia Commonwealth University Health System Authority pertaining to any of the following: an individual's qualifications for or continued membership on its medical or teaching staffs; proprietary information gathered by or in the possession of the Authority from third parties pursuant to a promise of confidentiality; contract cost estimates prepared for confidential use in awarding contracts for construction or the purchase of goods or services; information of a proprietary nature produced or collected by or for the Authority or members of its medical or teaching staffs; financial statements not publicly available that may be filed with the Authority from third parties; the identity, accounts, or account status of any customer of the Authority; consulting or other reports paid for by the Authority to assist the Authority in connection with its strategic planning and goals; the determination of marketing and operational strategies where disclosure of such strategies would be harmful to the competitive position of the Authority; and information of a proprietary nature produced or collected by or for employees of the Authority, other than the Authority's financial or administrative records, in the conduct of or as a result of study or research on medical, scientific, technical, or scholarly issues, whether sponsored by the Authority alone or in conjunction with a governmental body or a private concern, when such information has not been publicly released, published, copyrighted, or patented. This exclusion shall also apply when such information is in the possession of Virginia Commonwealth University.

16. Information held by the Department of Environmental Quality, the State Water Control Board, the State Air Pollution Control Board, or the Virginia Waste Management Board relating to (i) active federal environmental enforcement actions that are considered confidential under federal law and (ii) enforcement strategies, including proposed sanctions for enforcement actions. Upon request, such information shall be disclosed after a proposed sanction resulting from the investigation has been proposed to the director of the agency. This subdivision shall not be construed to authorize the withholding of information related to inspection reports, notices of violation, and documents detailing the nature of any environmental contamination that may have occurred or similar documents.

17. Information related to the operation of toll facilities that identifies an individual, vehicle, or travel itinerary, including vehicle identification data or vehicle enforcement system information; video or photographic images; Social Security or other identification numbers appearing on driver's licenses; credit card or bank account data; home addresses; phone numbers; or records of the date or time of toll facility use.

18. Information held by the Virginia Lottery pertaining to (i) the social security number, tax identification number, state sales tax number, home address and telephone number, personal and lottery banking account and transit numbers of a retailer, and financial information regarding the nonlottery operations of specific retail locations and (ii) individual lottery winners, except that a winner's name, hometown, and amount won shall be disclosed.

19. Information held by the Board for Branch Pilots relating to the chemical or drug testing of a person regulated by the Board, where such person has tested negative or has not been the subject of a disciplinary action by the Board for a positive test result.

20. Information pertaining to the planning, scheduling, and performance of examinations of holder records pursuant to the Uniform Disposition of Unclaimed Property Act (§ 55-210.1 et seq.) prepared by or for the State Treasurer or his agents or employees or persons employed to perform an audit or examination of holder records.

21. Information held by the Virginia Department of Emergency Management or a local governing body relating to citizen emergency response teams established pursuant to an ordinance of a local governing body that reveal the name, address, including e-mail address, telephone or pager numbers, or operating schedule of an individual participant in the program.

22. Information held by state or local park and recreation departments and local and regional park authorities concerning identifiable individuals under the age of 18 years. However, nothing in this subdivision shall operate to authorize the withholding of information defined as directory information under regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, unless the public body has undertaken the parental notification and opt-out requirements provided by such regulations. Access shall not be denied to the parent, including a noncustodial parent, or guardian of such person, unless the parent's parental rights have been terminated or a court of competent jurisdiction has restricted or denied such access. For such information of persons who are emancipated, the right of access may be asserted by the subject thereof. Any parent or emancipated person who is the subject of the information may waive, in writing, the protections afforded by this subdivision. If the protections are so waived, the public body shall open such information for inspection and copying.

23. Information submitted for inclusion in the Statewide Alert Network administered by the Department of Emergency Management that reveal names, physical addresses, email addresses, computer or internet protocol information, telephone numbers, pager numbers, other wireless or portable communications device information, or operating schedules of individuals or agencies, where the release of such information would compromise the security of the Statewide Alert Network or individuals participating in the Statewide Alert Network.

24. Information held by the Judicial Inquiry and Review Commission made confidential by § 17.1-913.

25. (Effective until October 1, 2016) Information held by the Virginia Retirement System acting pursuant to §51.1-124.30, a local retirement system acting pursuant to § 51.1-803 (hereinafter collectively referred to as the retirement system), or the Virginia College Savings Plan, acting pursuant to § 23-38.77 relating to:

a. Internal deliberations of or decisions by the retirement system or the Virginia College Savings Plan on the pursuit of particular investment strategies, or the selection or termination of investment managers, prior to the execution of such investment strategies or the selection or termination of such managers, if disclosure of such information would have an adverse impact on the financial interest of the retirement system or the Virginia College Savings Plan; and

b. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), provided by a private entity to the retirement system or the Virginia College Savings Plan if disclosure of such

records would have an adverse impact on the financial interest of the retirement system or the Virginia College Savings Plan.

For the records specified in subdivision b to be excluded from the provisions of this chapter, the entity shall make a written request to the retirement system or the Virginia College Savings Plan:

(1) Invoking such exclusion prior to or upon submission of the data or other materials for which protection from disclosure is sought;

(2) Identifying with specificity the data or other materials for which protection is sought; and

(3) Stating the reasons why protection is necessary.

The retirement system or the Virginia College Savings Plan shall determine whether the requested exclusion from disclosure meets the requirements set forth in subdivision b. Nothing in this subdivision shall be construed to authorize the withholding of the identity or amount of any investment held or the present value and performance of all asset classes and subclasses.

25. (Effective October 1, 2016) Information held by the Virginia Retirement System acting pursuant to § 51.1-124.30, a local retirement system acting pursuant to § 51.1-803 (hereinafter collectively referred to as the retirement system), or the Virginia College Savings Plan, acting pursuant to § 23.1-704 relating to:

a. Internal deliberations of or decisions by the retirement system or the Virginia College Savings Plan on the pursuit of particular investment strategies, or the selection or termination of investment managers, prior to the execution of such investment strategies or the selection or termination of such managers, if disclosure of such information would have an adverse impact on the financial interest of the retirement system or the Virginia College Savings Plan; and

b. Trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), provided by a private entity to the retirement system or the Virginia College Savings Plan if disclosure of such records would have an adverse impact on the financial interest of the retirement system or the Virginia College Savings Plan.

For the records specified in subdivision b to be excluded from the provisions of this chapter, the entity shall make a written request to the retirement system or the Virginia College Savings Plan:

(1) Invoking such exclusion prior to or upon submission of the data or other materials for which protection from disclosure is sought;

(2) Identifying with specificity the data or other materials for which protection is sought; and

(3) Stating the reasons why protection is necessary.

The retirement system or the Virginia College Savings Plan shall determine whether the requested exclusion from disclosure meets the requirements set forth in subdivision b. Nothing in this subdivision shall be construed to authorize the withholding of the identity or amount of any investment held or the present value and performance of all asset classes and subclasses.

26. Information held by the Department of Corrections made confidential by § 53.1-233.

27. Information maintained by the Department of the Treasury or participants in the Local Government Investment Pool (§ 2.2-4600 et seq.) and required to be provided by such participants to the Department to establish accounts in accordance with § 2.2-4602.

28. Personal information, as defined in § 2.2-3801, contained in the Veterans Care Center Resident Trust Funds concerning residents or patients of the Department of Veterans Services Care Centers, except that access shall not be denied to the person who is the subject of the information.

29. Information maintained in connection with fundraising activities by the Veterans Services Foundation pursuant to § 2.2-2716 that reveal the address, electronic mail address, facsimile or telephone number, social security number or other identification number appearing on a driver's license, or credit card or bank account data of identifiable donors, except that access shall not be denied to the person who is the subject of the information. Nothing in this subdivision, however, shall be construed to authorize the withholding of information relating to the amount, date, purpose, and terms of the pledge or donation or the identity of the donor, unless the donor has requested anonymity in connection with or as a condition of making a pledge or donation. The exclusion provided by this subdivision shall not apply to protect from disclosure (i) the identities of sponsors providing grants to or contracting with the foundation for the performance of services or other work or (ii) the terms and conditions of such grants or contracts.

30. Names, physical addresses, telephone numbers, and email addresses contained in correspondence between an individual and a member of the governing body, school board, or other public body of the locality in which the individual is a resident, unless the correspondence relates to the transaction of public business. However, no information that is otherwise open to inspection under this chapter shall be deemed exempt by virtue of the fact that it has been attached to or incorporated within any such correspondence.

31. Information prepared for and utilized by the Commonwealth's Attorneys' Services Council in the training of state prosecutors or law-enforcement personnel, where such information is not otherwise available to the public and the disclosure of such information would reveal confidential strategies, methods, or procedures to be employed in law-enforcement activities or materials created for the investigation and prosecution of a criminal case.

32. Information provided to the Department of Aviation by other entities of the Commonwealth in connection with the operation of aircraft where the information would not be subject to disclosure by the entity providing the information. The entity providing the information to the

Department of Aviation shall identify the specific information to be protected and the applicable provision of this chapter that excludes the information from mandatory disclosure.

33. Information created or maintained by or on the behalf of the judicial performance evaluation program related to an evaluation of any individual justice or judge made confidential by § 17.1-100.

34. (Effective July 1, 2018) Information held by the Virginia Alcoholic Beverage Control Authority that contains (i) information of a proprietary nature gathered by or in the possession of the Authority from a private entity pursuant to a promise of confidentiality; (ii) trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), of any private entity; (iii) financial information of a private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; (iv) contract cost estimates prepared for the (a) confidential use in awarding contracts for construction or (b) purchase of goods or services; or (v) the determination of marketing and operational strategies where disclosure of such strategies would be harmful to the competitive position of the Authority.

In order for the information identified in clauses (i), (ii), or (iii) to be excluded from the provisions of this chapter, the private entity shall make a written request to the Authority:

a. Invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;

b. Identifying with specificity the data or other materials for which protection is sought; and

c. Stating the reasons why protection is necessary.

The Authority shall determine whether the requested exclusion from disclosure is necessary to protect such information of the private entity. The Authority shall make a written determination of the nature and scope of the protection to be afforded by it under this subdivision.

35. Information reflecting the substance of meetings in which individual sexual assault cases are discussed by any sexual assault team established pursuant to § 15.2-1627.4. The findings of the team may be disclosed or published in statistical or other aggregated form that does not disclose the identity of specific individuals.

§ 2.2-3705.8. Limitation on record exclusions.

A. Neither any provision of this chapter nor any provision of Chapter 38 (§ 2.2-3800 et seq.) of this title shall be construed as denying public access to (i) contracts between a public body and its officers or employees, other than contracts settling public employee employment disputes held confidential as personnel records under §2.2-3705.1; (ii) records of the position, job classification, official salary or rate of pay of, and records of the allowances or reimbursements for expenses paid to any officer, official or employee of a public body; or (iii) the compensation

or benefits paid by any corporation organized by the Virginia Retirement System or its officers or employees.

The provisions of this subsection, however, shall not require public access to records of the official salaries or rates of pay of public employees whose annual rate of pay is $10,000 or less.

B. Nothing in this chapter shall be construed as denying public access to the nonexempt portions of a report of a consultant hired by or at the request of a local public body or the mayor or chief executive or administrative officer of such public body if (i) the contents of such report have been distributed or disclosed to members of the local public body or (ii) the local public body has scheduled any action on a matter that is the subject of the consultant's report.

§ 2.2-3706. Disclosure of criminal records; limitations.

A. All public bodies engaged in criminal law-enforcement activities shall provide requested records in accordance with this chapter as follows:

1. Records required to be released:

a. Criminal incident information relating to felony offenses, which shall include:

(1) A general description of the criminal activity reported;

(2) The date the alleged crime was committed;

(3) The general location where the alleged crime was committed;

(4) The identity of the investigating officer or other point of contact; and

(5) A general description of any injuries suffered or property damaged or stolen.

A verbal response as agreed to by the requester and the public body is sufficient to satisfy the requirements of subdivision a.

Where the release of criminal incident information, however, is likely to jeopardize an ongoing investigation or prosecution or the safety of an individual, cause a suspect to flee or evade detection, or result in the destruction of evidence, such information may be withheld until the above-referenced damage is no longer likely to occur from release of the information. Nothing in subdivision a shall be construed to authorize the withholding of those portions of such information that are not likely to cause the above-referenced damage;

b. Adult arrestee photographs taken during the initial intake following the arrest and as part of the routine booking procedure, except when necessary to avoid jeopardizing an investigation in felony cases until such time as the release of the photograph will no longer jeopardize the investigation; and

c. Information relative to the identity of any individual, other than a juvenile, who is arrested and charged, and the status of the charge or arrest;

2. Discretionary releases. The following records are excluded from the mandatory disclosure provisions of this chapter, but may be disclosed by the custodian, in his discretion, except where such disclosure is prohibited by law:

a. Criminal investigative files, defined as any documents and information, including complaints, court orders, memoranda, notes, diagrams, maps, photographs, correspondence, reports, witness statements, and evidence relating to a criminal investigation or prosecution, other than criminal incident information subject to release in accordance with subdivision 1 a;

b. (Effective until October 1, 2016) Reports submitted in confidence to (i) state and local law-enforcement agencies, (ii) investigators authorized pursuant to Chapter 3.2 (§ 2.2-307 et seq.), and (iii) campus police departments of public institutions of higher education established pursuant to Chapter 17 (§ 23-232 et seq.) of Title 23;

b. (Effective October 1, 2016) Reports submitted in confidence to (i) state and local law-enforcement agencies, (ii) investigators authorized pursuant to Chapter 3.2 (§ 2.2-307 et seq.), and (iii) campus police departments of public institutions of higher education established pursuant to Article 3 (§ 23.1-809 et seq.) of Chapter 8 of Title 23.1;

c. Records of local law-enforcement agencies relating to neighborhood watch programs that include the names, addresses, and operating schedules of individual participants in the program that are provided to such agencies under a promise of anonymity;

d. All records of persons imprisoned in penal institutions in the Commonwealth provided such records relate to the imprisonment;

e. Records of law-enforcement agencies, to the extent that such records contain specific tactical plans, the disclosure of which would jeopardize the safety or security of law-enforcement personnel or the general public;

f. All records of adult persons under (i) investigation or supervision by a local pretrial services agency in accordance with Article 5 (§ 19.2-152.2 et seq.) of Chapter 9 of Title 19.2; (ii) investigation, probation supervision, or monitoring by a local community-based probation services agency in accordance with Article 9 (§ 9.1-173 et seq.) of Chapter 1 of Title 9.1; or (iii) investigation or supervision by state probation and parole services in accordance with Article 2 (§ 53.1-141 et seq.) of Chapter 4 of Title 53.1;

g. Records of a law-enforcement agency to the extent that they disclose the telephone numbers for cellular telephones, pagers, or comparable portable communication devices provided to its personnel for use in the performance of their official duties;

h. Those portions of any records containing information related to undercover operations or protective details that would reveal the staffing, logistics, or tactical plans of such undercover

operations or protective details. Nothing in this subdivision shall operate to allow the withholding of information concerning the overall costs or expenses associated with undercover operations or protective details;

i. Records of (i) background investigations of applicants for law-enforcement agency employment, (ii) administrative investigations relating to allegations of wrongdoing by employees of a law-enforcement agency, and (iii) other administrative investigations conducted by law-enforcement agencies that are made confidential by law;

j. The identity of any victim, witness, or undercover officer, or investigative techniques or procedures. However, the identity of any victim or witness shall be withheld if disclosure is prohibited or restricted under § 19.2-11.2; and

k. Records of the Sex Offender and Crimes Against Minors Registry maintained by the Department of State Police pursuant to Chapter 9 (§ 9.1-900 et seq.) of Title 9.1, including information obtained from state, local, and regional officials, except to the extent that information is required to be posted on the Internet pursuant to § 9.1-913; and

3. Prohibited releases. The identity of any individual providing information about a crime or criminal activity under a promise of anonymity shall not be disclosed.

B. Noncriminal records. Those portions of noncriminal incident or other noncriminal investigative reports or materials that contain identifying information of a personal, medical, or financial nature may be withheld where the release of such information would jeopardize the safety or privacy of any person. Access to personnel records of persons employed by a law-enforcement agency shall be governed by the provisions of subdivision A 2 i of this section and subdivision 1 of § 2.2-3705.1, as applicable.

C. Records of any call for service or other communication to an emergency 911 system or communicated with any other equivalent reporting system shall be subject to the provisions of this chapter.

D. Conflict resolution. In the event of conflict between this section as it relates to requests made under this section and other provisions of law, this section shall control.

§ 2.2-3707. Meetings to be public; notice of meetings; recordings; minutes.

A. All meetings of public bodies shall be open, except as provided in §§ 2.2-3707.01 and 2.2-3711.

B. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in § 2.2-3708, 2.2-3708.1 or as may be specifically provided in Title 54.1 for the summary suspension of professional licenses.

C. Every public body shall give notice of the date, time, and location of its meetings by placing the notice in a prominent public location at which notices are regularly posted and in the office of the clerk of the public body, or in the case of a public body that has no clerk, in the office of the chief administrator. All state public bodies subject to the provisions of this chapter shall also post notice of their meetings on their websites and on the electronic calendar maintained by the Virginia Information Technologies Agency commonly known as the Commonwealth Calendar. Publication of meeting notices by electronic means by other public bodies shall be encouraged. The notice shall be posted at least three working days prior to the meeting. Notices for meetings of state public bodies on which there is at least one member appointed by the Governor shall state whether or not public comment will be received at the meeting and, if so, the approximate point during the meeting when public comment will be received.

D. Notice, reasonable under the circumstance, of special or emergency meetings shall be given contemporaneously with the notice provided members of the public body conducting the meeting.

E. Any person may annually file a written request for notification with a public body. The request shall include the requester's name, address, zip code, daytime telephone number, electronic mail address, if available, and organization, if any. The public body receiving such request shall provide notice of all meetings directly to each such person. Without objection by the person, the public body may provide electronic notice of all meetings in response to such requests.

F. At least one copy of all agenda packets and, unless exempt, all materials furnished to members of a public body for a meeting shall be made available for public inspection at the same time such documents are furnished to the members of the public body.

G. The notice provisions of this chapter shall not apply to informal meetings or gatherings of the members of the General Assembly.

H. Any person may photograph, film, record or otherwise reproduce any portion of a meeting required to be open. The public body conducting the meeting may adopt rules governing the placement and use of equipment necessary for broadcasting, photographing, filming or recording a meeting to prevent interference with the proceedings, but shall not prohibit or otherwise prevent any person from photographing, filming, recording, or otherwise reproducing any portion of a meeting required to be open. No public body shall conduct a meeting required to be open in any building or facility where such recording devices are prohibited.

I. Minutes shall be recorded at all open meetings. However, minutes shall not be required to be taken at deliberations of (i) standing and other committees of the General Assembly; (ii) legislative interim study commissions and committees, including the Virginia Code Commission; (iii) study committees or commissions appointed by the Governor; or (iv) study commissions or study committees, or any other committees or subcommittees appointed by the governing bodies or school boards of counties, cities and towns, except where the membership of any such commission, committee or subcommittee includes a majority of the governing body of the county, city or town or school board.

Minutes, including draft minutes, and all other records of open meetings, including audio or audio/visual records shall be deemed public records and subject to the provisions of this chapter.

Minutes shall be in writing and shall include (i) the date, time, and location of the meeting; (ii) the members of the public body recorded as present and absent; and (iii) a summary of the discussion on matters proposed, deliberated or decided, and a record of any votes taken. In addition, for electronic communication meetings conducted in accordance with § 2.2-3708, minutes of state public bodies shall include (a) the identity of the members of the public body at each remote location identified in the notice who participated in the meeting through electronic communications means, (b) the identity of the members of the public body who were physically assembled at the primary or central meeting location, and (c) the identity of the members of the public body who were not present at the locations identified in clauses (a) and (b), but who monitored such meeting through electronic communications means.

§ 2.2-3707.01. Meetings of the General Assembly.

A. Except as provided in subsection B, public access to any meeting of the General Assembly or a portion thereof shall be governed by rules established by the Joint Rules Committee and approved by a majority vote of each house at the next regular session of the General Assembly. At least 60 days before the adoption of such rules, the Joint Rules Committee shall (i) hold regional public hearings on such proposed rules and (ii) provide a copy of such proposed rules to the Virginia Freedom of Information Advisory Council.

B. Floor sessions of either house of the General Assembly; meetings, including work sessions, of any standing or interim study committee of the General Assembly; meetings, including work sessions, of any subcommittee of such standing or interim study committee; and joint committees of conference of the General Assembly; or a quorum of any such committees or subcommittees, shall be open and governed by this chapter.

C. Meetings of the respective political party caucuses of either house of the General Assembly, including meetings conducted by telephonic or other electronic communication means, without regard to (i) whether the General Assembly is in or out of regular or special session or (ii) whether such caucuses invite staff or guests to participate in their deliberations, shall not be deemed meetings for the purposes of this chapter.

D. No regular, special, or reconvened session of the General Assembly held pursuant to Article IV, Section 6 of the Constitution of Virginia shall be conducted using electronic communication means pursuant § 2.2-3708.

§ 2.2-3707.1. Posting of minutes for state boards and commissions.

All boards, commissions, councils, and other public bodies created in the executive branch of state government and subject to the provisions of this chapter shall post minutes of their meetings on such body's website, if any, and on the electronic calendar maintained by the Virginia Information Technologies Agency commonly known as the Commonwealth Calendar.

Draft minutes of meetings shall be posted as soon as possible but no later than ten working days after the conclusion of the meeting. Final approved meeting minutes shall be posted within three working days of final approval of the minutes.

§ 2.2-3708. Electronic communication meetings; applicability; physical quorum required; exceptions; notice; report.

A. Except as expressly provided in subsection G of this section or § 2.2-3708.1, no local governing body, school board, or any authority, board, bureau, commission, district or agency of local government, any committee thereof, or any entity created by a local governing body, school board, or any local authority, board, or commission shall conduct a meeting wherein the public business is discussed or transacted through telephonic, video, electronic or other communication means where the members are not physically assembled. Nothing in this section shall be construed to prohibit the use of interactive audio or video means to expand public participation.

B. Except as provided in subsection G or H of this section or subsection D of § 2.2-3707.01, state public bodies may conduct any meeting wherein the public business is discussed or transacted through electronic communication means, provided (i) a quorum of the public body is physically assembled at one primary or central meeting location, (ii) notice of the meeting has been given in accordance with subsection C, and (iii) the remote locations, from which additional members of the public body participate through electronic communication means, are open to the public. All persons attending the meeting at any of the meeting locations shall be afforded the same opportunity to address the public body as persons attending the primary or central location.

If an authorized public body holds an electronic meeting pursuant to this section, it shall also hold at least one meeting annually where members in attendance at the meeting are physically assembled at one location and where no members participate by electronic communication means.

C. Notice of any meetings held pursuant to this section shall be provided at least three working days in advance of the date scheduled for the meeting. The notice shall include the date, time, place, and purpose for the meeting; shall identify the locations for the meeting; and shall include a telephone number that may be used at remote locations to notify the primary or central meeting location of any interruption in the telephonic or video broadcast of the meeting to the remote locations. Any interruption in the telephonic or video broadcast of the meeting shall result in the suspension of action at the meeting until repairs are made and public access restored.

D. Agenda packets and, unless exempt, all materials that will be distributed to members of the public body and that have been made available to the staff of the public body in sufficient time for duplication and forwarding to all locations where public access will be provided shall be made available to the public at the time of the meeting. Minutes of all meetings held by electronic communication means shall be recorded as required by §2.2-3707. Votes taken during any meeting conducted through electronic communication means shall be recorded by name in roll-call fashion and included in the minutes.

E. Three working days' notice shall not be required for meetings authorized under this section held in accordance with subsection G or that are continued to address an emergency or to conclude the agenda of the meeting for which proper notice has been given, when the date, time, place, and purpose of the continued meeting are set during the meeting prior to adjournment. Public bodies conducting emergency meetings through electronic communication means shall comply with the provisions of subsection D requiring minutes of the meeting. The nature of the emergency shall be stated in the minutes.

F. Any authorized public body that meets by electronic communication means shall make a written report of the following to the Virginia Freedom of Information Advisory Council and the Joint Commission on Technology and Science by December 15 of each year:

1. The total number of electronic communication meetings held that year;

2. The dates and purposes of the meetings;

3. A copy of the agenda for the meeting;

4. The number of sites for each meeting;

5. The types of electronic communication means by which the meetings were held;

6. The number of participants, including members of the public, at each meeting location;

7. The identity of the members of the public body recorded as absent and those recorded as present at each meeting location;

8. A summary of any public comment received about the electronic communication meetings; and

9. A written summary of the public body's experience using electronic communication meetings, including its logistical and technical experience.

In addition, any authorized public body shall make available to the public at any meeting conducted in accordance with this section a public comment form prepared by the Virginia Freedom of Information Advisory Council in accordance with § 30-179.

G. Any public body may meet by electronic communication means without a quorum of the public body physically assembled at one location when the Governor has declared a state of emergency in accordance with §44-146.17, provided (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location and (ii) the purpose of the meeting is to address the emergency. The public body convening a meeting in accordance with this subsection shall (a) give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided members of the public body conducting the meeting; (b) make arrangements for public access to such meeting; and (c) otherwise comply with the provisions of this section. The nature

of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes.

H. [Expired].

§ 2.2-3708.1. Participation in meetings in event of emergency or personal matter; certain disabilities; distance from meeting location for certain public bodies.

A. A member of a public body may participate in a meeting governed by this chapter through electronic communication means from a remote location that is not open to the public only as follows and subject to the requirements of subsection B:

1. If, on or before the day of a meeting, a member of the public body holding the meeting notifies the chair of the public body that such member is unable to attend the meeting due to an emergency or personal matter and identifies with specificity the nature of the emergency or personal matter, and the public body holding the meeting records in its minutes the specific nature of the emergency or personal matter and the remote location from which the member participated. If a member's participation from a remote location is disapproved because such participation would violate the policy adopted pursuant to subsection B, such disapproval shall be recorded in the minutes with specificity.

Such participation by the member shall be limited each calendar year to two meetings or 25 percent of the meetings of the public body, whichever is fewer;

2. If a member of a public body notifies the chair of the public body that such member is unable to attend a meeting due to a temporary or permanent disability or other medical condition that prevents the member's physical attendance and the public body records this fact and the remote location from which the member participated in its minutes; or

3. If, on the day of a meeting, a member of a regional public body notifies the chair of the public body that such member's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting and the public body holding the meeting records in its minutes the remote location from which the member participated. If a member's participation from a remote location is disapproved because such participation would violate the policy adopted pursuant to subsection B, such disapproval shall be recorded in the minutes with specificity.

B. Participation by a member of a public body as authorized under subsection A shall be only under the following conditions:

1. The public body has adopted a written policy allowing for and governing participation of its members by electronic communication means, including an approval process for such participation, subject to the express limitations imposed by this section. Once adopted, the policy shall be applied strictly and uniformly, without exception, to the entire membership and without

regard to the identity of the member requesting remote participation or the matters that will be considered or voted on at the meeting;

2. A quorum of the public body is physically assembled at the primary or central meeting location; and

3. The public body makes arrangements for the voice of the remote participant to be heard by all persons at the primary or central meeting location.

§ 2.2-3709. Expired.

Expired.

§ 2.2-3710. Transaction of public business other than by votes at meetings prohibited.

A. Unless otherwise specifically provided by law, no vote of any kind of the membership, or any part thereof, of any public body shall be taken to authorize the transaction of any public business, other than a vote taken at a meeting conducted in accordance with the provisions of this chapter. No public body shall vote by secret or written ballot, and unless expressly provided by this chapter, no public body shall vote by telephone or other electronic communication means.
B. Notwithstanding the foregoing, nothing contained herein shall be construed to prohibit (i) separately contacting the membership, or any part thereof, of any public body for the purpose of ascertaining a member's position with respect to the transaction of public business, whether such contact is done in person, by telephone or by electronic communication, provided the contact is done on a basis that does not constitute a meeting as defined in this chapter or (ii) the House of Delegates or the Senate of Virginia from adopting rules relating to the casting of votes by members of standing committees. Nothing in this subsection shall operate to exclude any public record from the provisions of this chapter.

§ 2.2-3711. Closed meetings authorized for certain limited purposes.

A. Public bodies may hold closed meetings only for the following purposes:

1. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body; and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals. Any teacher shall be permitted to be present during a closed meeting in which there is a discussion or consideration of a disciplinary matter that involves the teacher and some student and the student involved in the matter is present, provided the teacher makes a written request to be present to the presiding officer of the appropriate board. Nothing in this subdivision, however, shall be construed to authorize a closed meeting by a local governing body or an elected school board to discuss compensation matters that affect the membership of such body or board collectively.

2. Discussion or consideration of admission or disciplinary matters or any other matters that would involve the disclosure of information contained in a scholastic record concerning any student of any Virginia public institution of higher education or any state school system. However, any such student, legal counsel and, if the student is a minor, the student's parents or legal guardians shall be permitted to be present during the taking of testimony or presentation of evidence at a closed meeting, if such student, parents, or guardians so request in writing and such request is submitted to the presiding officer of the appropriate board.

3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

4. The protection of the privacy of individuals in personal matters not related to public business.

5. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

6. Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected.

7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

8. In the case of boards of visitors of public institutions of higher education, discussion or consideration of matters relating to gifts, bequests and fund-raising activities, and grants and contracts for services or work to be performed by such institution. However, the terms and conditions of any such gifts, bequests, grants, and contracts made by a foreign government, a foreign legal entity, or a foreign person and accepted by a public institution of higher education in Virginia shall be subject to public disclosure upon written request to the appropriate board of visitors. For the purpose of this subdivision, (i) "foreign government" means any government other than the United States government or the government of a state or a political subdivision thereof; (ii) "foreign legal entity" means any legal entity created under the laws of the United States or of any state thereof if a majority of the ownership of the stock of such legal entity is owned by foreign governments or foreign persons or if a majority of the membership of any such entity is composed of foreign persons or foreign legal entities, or any legal entity created under the laws of a foreign government; and (iii) "foreign person" means any individual who is not a citizen or national of the United States or a trust territory or protectorate thereof.

9. In the case of the boards of trustees of the Virginia Museum of Fine Arts, the Virginia Museum of Natural History, the Jamestown-Yorktown Foundation, and The Science Museum of Virginia, discussion or consideration of matters relating to specific gifts, bequests, and grants.

10. Discussion or consideration of honorary degrees or special awards.

11. Discussion or consideration of tests, examinations, or other information excluded from this chapter pursuant to subdivision 4 of § 2.2-3705.1.

12. Discussion, consideration, or review by the appropriate House or Senate committees of possible disciplinary action against a member arising out of the possible inadequacy of the disclosure statement filed by the member, provided the member may request in writing that the committee meeting not be conducted in a closed meeting.

13. Discussion of strategy with respect to the negotiation of a hazardous waste siting agreement or to consider the terms, conditions, and provisions of a hazardous waste siting agreement if the governing body in open meeting finds that an open meeting will have an adverse effect upon the negotiating position of the governing body or the establishment of the terms, conditions and provisions of the siting agreement, or both. All discussions with the applicant or its representatives may be conducted in a closed meeting.

14. Discussion by the Governor and any economic advisory board reviewing forecasts of economic activity and estimating general and nongeneral fund revenues.

15. Discussion or consideration of medical and mental health records excluded from this chapter pursuant to subdivision 1 of § 2.2-3705.5.

16. Deliberations of the Virginia Lottery Board in a licensing appeal action conducted pursuant to subsection D of § 58.1-4007 regarding the denial or revocation of a license of a lottery sales agent; and discussion, consideration or review of Virginia Lottery matters related to proprietary lottery game information and studies or investigations exempted from disclosure under subdivision 6 of § 2.2-3705.3 and subdivision 11 of § 2.2-3705.7.

17. Those portions of meetings by local government crime commissions where the identity of, or information tending to identify, individuals providing information about crimes or criminal activities under a promise of anonymity is discussed or disclosed.

18. Those portions of meetings in which the Board of Corrections discusses or discloses the identity of, or information tending to identify, any prisoner who (i) provides information about crimes or criminal activities, (ii) renders assistance in preventing the escape of another prisoner or in the apprehension of an escaped prisoner, or (iii) voluntarily or at the instance of a prison official renders other extraordinary services, the disclosure of which is likely to jeopardize the prisoner's life or safety.

19. Discussion of plans to protect public safety as it relates to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such matters or a related threat to public safety; discussion of information excluded from this chapter pursuant to subdivision 3 or 4 of § 2.2-3705.2, where discussion in an open meeting would jeopardize the safety of any person or the security of any facility, building, structure, information technology system, or software program; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure.

20. (Effective until October 1, 2016) Discussion by the Board of the Virginia Retirement System, acting pursuant to § 51.1-124.30, or of any local retirement system, acting pursuant to § 51.1-803, or of the Rector and Visitors of the University of Virginia, acting pursuant to § 23-76.1, or by the Board of the Virginia College Savings Plan, acting pursuant to § 23-38.80, regarding the acquisition, holding or disposition of a security or other ownership interest in an entity, where such security or ownership interest is not traded on a governmentally regulated securities exchange, to the extent that such discussion (i) concerns confidential analyses prepared for the Rector and Visitors of the University of Virginia, prepared by the retirement system or by the Virginia College Savings Plan or provided to the retirement system or the Virginia College Savings Plan under a promise of confidentiality, of the future value of such ownership interest or the future financial performance of the entity, and (ii) would have an adverse effect on the value of the investment to be acquired, held or disposed of by the retirement system, the Rector and Visitors of the University of Virginia, or the Virginia College Savings Plan. Nothing in this subdivision shall be construed to prevent the disclosure of information relating to the identity of any investment held, the amount invested or the present value of such investment.

20. (Effective October 1, 2016) Discussion by the Board of the Virginia Retirement System, acting pursuant to §51.1-124.30, or of any local retirement system, acting pursuant to § 51.1-803, or of the Rector and Visitors of the University of Virginia, acting pursuant to § 23.1-2210, or by the Board of the Virginia College Savings Plan, acting pursuant to § 23.1-706, regarding the acquisition, holding or disposition of a security or other ownership interest in an entity, where such security or ownership interest is not traded on a governmentally regulated securities exchange, to the extent that such discussion (i) concerns confidential analyses prepared for the Rector and Visitors of the University of Virginia, prepared by the retirement system or by the Virginia College Savings Plan or provided to the retirement system or the Virginia College Savings Plan under a promise of confidentiality, of the future value of such ownership interest or the future financial performance of the entity, and (ii) would have an adverse effect on the value of the investment to be acquired, held or disposed of by the retirement system, the Rector and Visitors of the University of Virginia, or the Virginia College Savings Plan. Nothing in this subdivision shall be construed to prevent the disclosure of information relating to the identity of any investment held, the amount invested or the present value of such investment.

21. Those portions of meetings in which individual child death cases are discussed by the State Child Fatality Review team established pursuant to § 32.1-283.1, those portions of meetings in which individual child death cases are discussed by a regional or local child fatality review team established pursuant to § 32.1-283.2, those portions of meetings in which individual death cases

are discussed by family violence fatality review teams established pursuant to § 32.1-283.3, those portions of meetings in which individual adult death cases are discussed by the state Adult Fatality Review Team established pursuant to § 32.1-283.5, and those portions of meetings in which individual adult death cases are discussed by a local or regional adult fatality review team established pursuant to § 32.1-283.6.

22. Those portions of meetings of the University of Virginia Board of Visitors or the Eastern Virginia Medical School Board of Visitors, as the case may be, and those portions of meetings of any persons to whom management responsibilities for the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, have been delegated, in which there is discussed proprietary, business-related information pertaining to the operations of the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, including business development or marketing strategies and activities with existing or future joint venturers, partners, or other parties with whom the University of Virginia Medical Center or Eastern Virginia Medical School, as the case may be, has formed, or forms, any arrangement for the delivery of health care, if disclosure of such information would adversely affect the competitive position of the Medical Center or Eastern Virginia Medical School, as the case may be.

23. In the case of the Virginia Commonwealth University Health System Authority, discussion or consideration of any of the following: the acquisition or disposition of real or personal property where disclosure would adversely affect the bargaining position or negotiating strategy of the Authority; operational plans that could affect the value of such property, real or personal, owned or desirable for ownership by the Authority; matters relating to gifts, bequests and fund-raising activities; grants and contracts for services or work to be performed by the Authority; marketing or operational strategies where disclosure of such strategies would adversely affect the competitive position of the Authority; members of its medical and teaching staffs and qualifications for appointments thereto; and qualifications or evaluations of other employees. This exclusion shall also apply when the foregoing discussions occur at a meeting of the Virginia Commonwealth University Board of Visitors.

24. Those portions of the meetings of the Health Practitioners' Monitoring Program Committee within the Department of Health Professions to the extent such discussions identify any practitioner who may be, or who actually is, impaired pursuant to Chapter 25.1 (§ 54.1-2515 et seq.) of Title 54.1.

25. (Effective until October 1, 2016) Meetings or portions of meetings of the Board of the Virginia College Savings Plan wherein personal information, as defined in § 2.2-3801, which has been provided to the Board or its employees by or on behalf of individuals who have requested information about, applied for, or entered into prepaid tuition contracts or savings trust account agreements pursuant to Chapter 4.9 (§ 23-38.75 et seq.) of Title 23 is discussed.

25. (Effective October 1, 2016) Meetings or portions of meetings of the Board of the Virginia College Savings Plan wherein personal information, as defined in § 2.2-3801, which has been provided to the Board or its employees by or on behalf of individuals who have requested

information about, applied for, or entered into prepaid tuition contracts or savings trust account agreements pursuant to Chapter 7 (§ 23.1-700 et seq.) of Title 23.1 is discussed.

26. Discussion or consideration, by the Wireless Carrier E-911 Cost Recovery Subcommittee created pursuant to § 56-484.15, of trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), submitted by CMRS providers as defined in § 56-484.12, related to the provision of wireless E-911 service.

27. Those portions of disciplinary proceedings by any regulatory board within the Department of Professional and Occupational Regulation, Department of Health Professions, or the Board of Accountancy conducted pursuant to § 2.2-4019 or 2.2-4020 during which the board deliberates to reach a decision or meetings of health regulatory boards or conference committees of such boards to consider settlement proposals in pending disciplinary actions or modifications to previously issued board orders as requested by either of the parties.

28. Discussion or consideration of information excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected locality or public entity, as those terms are defined in § 33.2-1800, or any independent review panel appointed to review information and advise the responsible public entity concerning such records.

29. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

30. Discussion or consideration of grant or loan application information excluded from this chapter pursuant to subdivision 17 of § 2.2-3705.6 by (i) the Commonwealth Health Research Board or (ii) the Innovation and Entrepreneurship Investment Authority or the Research and Technology Investment Advisory Committee appointed to advise the Innovation and Entrepreneurship Investment Authority.

31. Discussion or consideration by the Commitment Review Committee of information excluded from this chapter pursuant to subdivision 8 of § 2.2-3705.2 relating to individuals subject to commitment as sexually violent predators under Chapter 9 (§ 37.2-900 et seq.) of Title 37.2.

32. [Expired.]

33. Discussion or consideration of confidential proprietary information and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6. However, the exemption provided by this subdivision shall not apply to any authority created pursuant to the BVU Authority Act (§ 15.2-7200 et seq.).

34. Discussion or consideration by a local authority created in accordance with the Virginia Wireless Service Authorities Act (§ 15.2-5431.1 et seq.) of confidential proprietary information and trade secrets excluded from this chapter pursuant to subdivision 19 of § 2.2-3705.6.

35. Discussion or consideration by the State Board of Elections or local electoral boards of voting security matters made confidential pursuant to § 24.2-625.1.

36. Discussion or consideration by the Forensic Science Board or the Scientific Advisory Committee created pursuant to Article 2 (§ 9.1-1109 et seq.) of Chapter 11 of Title 9.1 of records excluded from this chapter pursuant to subdivision A 2 a of § 2.2-3706.

37. Discussion or consideration by the Brown v. Board of Education Scholarship Program Awards Committee of information or confidential matters excluded from this chapter pursuant to subdivision 3 of § 2.2-3705.4, and meetings of the Committee to deliberate concerning the annual maximum scholarship award, review and consider scholarship applications and requests for scholarship award renewal, and cancel, rescind, or recover scholarship awards.

38. Discussion or consideration by the Virginia Port Authority of information excluded from this chapter pursuant to subdivision 1 of § 2.2-3705.6.

39. (Effective until October 1, 2016) Discussion or consideration by the Board of Trustees of the Virginia Retirement System acting pursuant to § 51.1-124.30, by the Investment Advisory Committee appointed pursuant to § 51.1-124.26, by any local retirement system, acting pursuant to § 51.1-803, by the Board of the Virginia College Savings Plan acting pursuant to § 23-38.80, or by the Virginia College Savings Plan's Investment Advisory Committee appointed pursuant to § 23-38.79:1 of information excluded from this chapter pursuant to subdivision 25 of § 2.2-3705.7.

39. (Effective October 1, 2016) Discussion or consideration by the Board of Trustees of the Virginia Retirement System acting pursuant to § 51.1-124.30, by the Investment Advisory Committee appointed pursuant to § 51.1-124.26, by any local retirement system, acting pursuant to § 51.1-803, by the Board of the Virginia College Savings Plan acting pursuant to § 23.1-706, or by the Virginia College Savings Plan's Investment Advisory Committee appointed pursuant to § 23.1-702 of information excluded from this chapter pursuant to subdivision 25 of § 2.2-3705.7.

40. Discussion or consideration of information excluded from this chapter pursuant to subdivision 3 of § 2.2-3705.6.

41. Discussion or consideration by the Board of Education of information relating to the denial, suspension, or revocation of teacher licenses excluded from this chapter pursuant to subdivision 12 of § 2.2-3705.3.

42. Those portions of meetings of the Virginia Military Advisory Council or any commission created by executive order for the purpose of studying and making recommendations regarding preventing closure or realignment of federal military and national security installations and facilities located in Virginia and relocation of such facilities to Virginia, or a local or regional military affairs organization appointed by a local governing body, during which there is discussion of information excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.2.

43. Discussion or consideration by the Board of Trustees of theVeterans Services Foundation of information excluded from this chapter pursuant to subdivision 29 of § 2.2-3705.7.

44. Discussion or consideration by the Virginia Tobacco Region Revitalization Commission of information excluded from this chapter pursuant to subdivision 23 of § 2.2-3705.6.

45. Discussion or consideration by the board of directors of the Commercial Space Flight Authority of information excluded from this chapter pursuant to subdivision 24 of § 2.2-3705.6.

46. Discussion or consideration of personal and proprietary information that are excluded from the provisions of this chapter pursuant to (i) subdivision 25 of § 2.2-3705.6 or (ii) subsection E of § 10.1-104.7. This exclusion shall not apply to the discussion or consideration of records that contain information that has been certified for release by the person who is the subject of the information or transformed into a statistical or aggregate form that does not allow identification of the person who supplied, or is the subject of, the information.

47. (Effective July 1, 2016) Discussion or consideration by the Board of Directors of the Virginia Alcoholic Beverage Control Authority of information excluded from this chapter pursuant to subdivision 1 of § 2.2-3705.3or subdivision 34 of § 2.2-3705.7.

48. (Effective until October 1, 2016) Discussion or consideration of grant or loan application records excluded from this chapter pursuant to subdivision 28 of § 2.2-3705.6 related to the submission of an application for an award from the Virginia Research Investment Fund pursuant to Chapter 28 (§ 23-304 et seq.) of Title 23.

48. (Effective October 1, 2016) Discussion or consideration of grant or loan application records excluded from this chapter pursuant to subdivision 28 of § 2.2-3705.6 related to the submission of an application for an award from the Virginia Research Investment Fund pursuant to Article 8 (§ 23.1-3130 et seq.) of Chapter 31 of Title 23.1.

49. Discussion or development of grant proposals by a regional council established pursuant to Article 26 (§ 2.2-2484 et seq.) of Chapter 24 to be submitted for consideration to the Virginia Growth and Opportunity Board.

B. No resolution, ordinance, rule, contract, regulation or motion adopted, passed or agreed to in a closed meeting shall become effective unless the public body, following the meeting, reconvenes in open meeting and takes a vote of the membership on such resolution, ordinance, rule, contract, regulation, or motion that shall have its substance reasonably identified in the open meeting.

C. Public officers improperly selected due to the failure of the public body to comply with the other provisions of this section shall be de facto officers and, as such, their official actions are valid until they obtain notice of the legal defect in their election.

D. Nothing in this section shall be construed to prevent the holding of conferences between two or more public bodies, or their representatives, but these conferences shall be subject to the same procedures for holding closed meetings as are applicable to any other public body.

E. This section shall not be construed to (i) require the disclosure of any contract between the Department of Health Professions and an impaired practitioner entered into pursuant to Chapter 25.1 (§ 54.1-2515 et seq.) of Title 54.1 or (ii) require the board of directors of any authority created pursuant to the Industrial Development and Revenue Bond Act (§ 15.2-4900 et seq.), or any public body empowered to issue industrial revenue bonds by general or special law, to identify a business or industry to which subdivision A 5 applies. However, such business or industry shall be identified as a matter of public record at least 30 days prior to the actual date of the board's authorization of the sale or issuance of such bonds.

§ 2.2-3712. Closed meetings procedures; certification of proceedings.

A. No closed meeting shall be held unless the public body proposing to convene such meeting has taken an affirmative recorded vote in an open meeting approving a motion that (i) identifies the subject matter, (ii) states the purpose of the meeting and (iii) makes specific reference to the applicable exemption from open meeting requirements provided in § 2.2-3707 or subsection A of § 2.2-3711. The matters contained in such motion shall be set forth in detail in the minutes of the open meeting. A general reference to the provisions of this chapter, the authorized exemptions from open meeting requirements, or the subject matter of the closed meeting shall not be sufficient to satisfy the requirements for holding a closed meeting.

B. The notice provisions of this chapter shall not apply to closed meetings of any public body held solely for the purpose of interviewing candidates for the position of chief administrative officer. Prior to any such closed meeting for the purpose of interviewing candidates, the public body shall announce in an open meeting that such closed meeting shall be held at a disclosed or undisclosed location within 15 days thereafter.

C. The public body holding a closed meeting shall restrict its discussion during the closed meeting only to those matters specifically exempted from the provisions of this chapter and identified in the motion required by subsection A.

D. At the conclusion of any closed meeting, the public body holding such meeting shall immediately reconvene in an open meeting and shall take a roll call or other recorded vote to be included in the minutes of that body, certifying that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Any member of the public body who believes that there was a departure from the requirements of clauses (i) and (ii), shall so state prior to the vote, indicating the substance of the departure that, in his judgment, has taken place. The statement shall be recorded in the minutes of the public body.

E. Failure of the certification required by subsection D to receive the affirmative vote of a majority of the members of the public body present during a meeting shall not affect the validity or confidentiality of such meeting with respect to matters considered therein in compliance with the provisions of this chapter. The recorded vote and any statement made in connection

therewith, shall upon proper authentication, constitute evidence in any proceeding brought to enforce the provisions of this chapter.

F. A public body may permit nonmembers to attend a closed meeting if such persons are deemed necessary or if their presence will reasonably aid the public body in its consideration of a topic that is a subject of the meeting.

G. A member of a public body shall be permitted to attend a closed meeting held by any committee or subcommittee of that public body, or a closed meeting of any entity, however designated, created to perform the delegated functions of or to advise that public body. Such member shall in all cases be permitted to observe the closed meeting of the committee, subcommittee or entity. In addition to the requirements of § 2.2-3707, the minutes of the committee or other entity shall include the identity of the member of the parent public body who attended the closed meeting.

H. Except as specifically authorized by law, in no event may any public body take action on matters discussed in any closed meeting, except at an open meeting for which notice was given as required by § 2.2-3707.

I. Minutes may be taken during closed meetings of a public body, but shall not be required. Such minutes shall not be subject to mandatory public disclosure.

§ 2.2-3713. Proceedings for enforcement of chapter.

A. Any person, including the attorney for the Commonwealth acting in his official or individual capacity, denied the rights and privileges conferred by this chapter may proceed to enforce such rights and privileges by filing a petition for mandamus or injunction, supported by an affidavit showing good cause. Such petition may be brought in the name of the person notwithstanding that a request for public records was made by the person's attorney in his representative capacity. Venue for the petition shall be addressed as follows:

1. In a case involving a local public body, to the general district court or circuit court of the county or city from which the public body has been elected or appointed to serve and in which such rights and privileges were so denied;

2. In a case involving a regional public body, to the general district or circuit court of the county or city where the principal business office of such body is located; and

3. In a case involving a board, bureau, commission, authority, district, institution, or agency of the state government, including a public institution of higher education, or a standing or other committee of the General Assembly, to the general district court or the circuit court of the residence of the aggrieved party or of the City of Richmond.

B. In any action brought before a general district court, a corporate petitioner may appear through its officer, director or managing agent without the assistance of counsel, notwithstanding any provision of law or Rule of the Supreme Court of Virginia to the contrary.

C. Notwithstanding the provisions of § 8.01-644, the petition for mandamus or injunction shall be heard within seven days of the date when the same is made, provided the party against whom the petition is brought has received a copy of the petition at least three working days prior to filing. The hearing on any petition made outside of the regular terms of the circuit court of a locality that is included in a judicial circuit with another locality or localities shall be given precedence on the docket of such court over all cases that are not otherwise given precedence by law.

D. The petition shall allege with reasonable specificity the circumstances of the denial of the rights and privileges conferred by this chapter. A single instance of denial of the rights and privileges conferred by this chapter shall be sufficient to invoke the remedies granted herein. If the court finds the denial to be in violation of the provisions of this chapter, the petitioner shall be entitled to recover reasonable costs, including costs and reasonable fees for expert witnesses, and attorneys' fees from the public body if the petitioner substantially prevails on the merits of the case, unless special circumstances would make an award unjust. In making this determination, a court may consider, among other things, the reliance of a public body on an opinion of the Attorney General or a decision of a court that substantially supports the public body's position.

E. In any action to enforce the provisions of this chapter, the public body shall bear the burden of proof to establish an exclusion by a preponderance of the evidence. No court shall be required to accord any weight to the determination of a public body as to whether an exclusion applies. Any failure by a public body to follow the procedures established by this chapter shall be presumed to be a violation of this chapter.

F. Failure by any person to request and receive notice of the time and place of meetings as provided in § 2.2-3707 shall not preclude any person from enforcing his rights and privileges conferred by this chapter.

§ 2.2-3714. Violations and penalties.

In a proceeding commenced against any officer, employee, or member of a public body under § 2.2-3713 for a violation of § 2.2-3704, 2.2-3705.1 through 2.2-3705.8, 2.2-3706, 2.2-3707, 2.2-3708, 2.2-3708.1, 2.2-3710, 2.2-3711 or 2.2-3712, the court, if it finds that a violation was willfully and knowingly made, shall impose upon such officer, employee, or member in his individual capacity, whether a writ of mandamus or injunctive relief is awarded or not, a civil penalty of not less than $500 nor more than $2,000, which amount shall be paid into the State Literary Fund. For a second or subsequent violation, such civil penalty shall be not less than $2,000 nor more than $5,000.

TAB L

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016				
AGENDA TITLE:	E911 Radio Project: Dominion Bremo Lease				
MOTION(s):	**I move the Board of Supervisors approve the "Telecommunications Agreement" between Virginia Electric and Power Company and Fluvanna County, and authorize the County Administrator to execute the Agreement, subject to approval as to form by the County Attorney.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**	C8	
	XX				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator; Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	APPROVAL				
TIMING:	IMMEDIATE				
DISCUSSION:	The County currently has public safety radio equipment on an existing 325' Dominion-owned tower in Bremo. Dominion is relocating that tower and the Board of Supervisors already approved the relocation in June 2016. This agreement allows the County to use this new tower as part of the new E911 public safety radio system.				
FISCAL IMPACT:	The county will pay its own utilities (`$3,000/year) for this site, but there is no cost for the lease.				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Telecommunications Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	**XX**			

TELECOMMUNICATIONS AGREEMENT

THIS TELECOMMUNICATIONS AGREEMENT (this "Agreement"), made and entered into this ___ day of _____, 2016 (the "Effective Date"), by and between the **FLUVANNA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (hereinafter called "County") and **VIRGINIA ELECTRIC AND POWER COMPANY**, a Virginia public service corporation, (hereinafter called "Company").

W I T N E S S E T H

WHEREAS, the Company is the fee simple owner of certain real property located 0.1miles south of Virginia State Route 656, 0.6 miles northwest of Bremo Power Station, in the County of Fluvanna, Commonwealth of Virginia (the "Property"), upon which the Company has constructed an above ground level communications tower (the "Tower") on the Property, more particularly shown on the drawing attached hereto as Exhibit A; and

WHEREAS, County desires to (1) install Tower Equipment (as hereinafter defined) on the Tower;(2) construct a county-owned pre-fab 12x16 shelter for exclusive storage of County public safety communications related equipment (more particularly shown as " Fluvanna Equipment Building " on the drawing attached hereto as Exhibit A); (3) place near the Tower a 1000 gallon propane tank and generator; and (4) put, store, use and place any tools, equipment or items of any kind (collectively the "Indoor Equipment") in the Fluvanna Equipment Building. The Tower Equipment, Fluvanna Equipment Building, the propane tank and generator, and the Indoor Equipment shall hereinafter be collectively referred to as the "Equipment"; and

WHEREAS, the Company is willing to allow County to locate the Tower Equipment on the Tower, construct the Fluvanna Equipment Building, and to place the Equipment pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals which are incorporated herein and the payment of One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, and the mutual obligations and conditions set forth below, the parties hereto do hereby covenant and agree with each other as follows:

1. County's Equipment.

(a) Subject to the terms and conditions of this Agreement, Company hereby grants to the County the non-exclusive right to attach its communication equipment, more particularly described in Exhibit B (the "Tower Equipment"), on the Tower. The Equipment shall remain County's property, and shall be the only Equipment permitted on the Tower, except as mutually agreed upon by both parties and specifically addressed as an amendment to this Agreement. The County shall install (or be responsible for installing) its own Equipment. All the Equipment shall remain the personal property of County subject to any lien of Company, but only to the extent that such lien is valid and enforceable under the laws of the Commonwealth of Virginia.

(b) County shall have the right to occupy the space described in this Agreement; provided, however, that Company shall have the right to require County to relocate its Equipment to a different space on the Tower, or on the Property when, in the exercise of Company's sole discretion, such relocation is necessary. Company shall give County ninety (90) days prior written notice of requested relocation. Should County not comply with relocation request by the deadline stated in the written notice, this Agreement shall terminate and County shall have no further rights to have the Equipment on the Tower, or on the Property.

(c) County acknowledges that Company may have heretofore entered into, and may in the future enter into, agreements with other parties for the joint use of the Tower, and/or the Property. This Agreement and County's occupation of space on the Property is subject to the attachment rights of such other parties under such agreements. Nothing herein shall be construed as affecting rights or privileges previously or subsequently conferred by Company, by contract or otherwise, to others not parties to this Agreement, to use the Tower , and/or Property, and Company reserves the right to grant, continue and extend such rights or privileges previously or subsequently conferred by Company, by contract or otherwise, to others not parties to this Agreement, to use the Tower ,Fluvanna Equipment Building , and/or the Property, and Company reserves the right to grant, continue, and extend such rights or privileges.

(e) No use, however extended, of the Tower, or the Property under this Agreement shall create or vest in County any ownership rights in said Tower, or the Property, but County's rights therein shall be and remain as a mere lessee thereof. Notwithstanding any other provisions of this Agreement, Company and County understand, acknowledge and agree that Company's obligations under this Agreement and County's rights under this Agreement shall cease following notice to County of Company's determination, in Company's sole and absolute discretion, that Company no longer desires to maintain and/or use the Tower or the Property for Company's own service requirements; provided, however, that Company shall provide County with at least ninety (90) days written notice of such determination. County shall, upon the expiration of the period described in Company's notice to County, remove all of the Equipment in accordance with the provisions of Paragraph 3 and County shall no longer have any rights under this Agreement, including but not limited to, any rights to continue use of the Tower or the Property.

Upon receipt by County of Company's notice, County may terminate its use of the Tower and the Property prior to the expiration of the period described in such notice by providing Company with prior written notice of County desire for a specified earlier termination date.

The provisions of this Paragraph 1(e) shall survive the termination of this Agreement for any reason whatsoever.

2. Term. The term of this Agreement shall be for a period of one (1) year commencing upon the date this Agreement is fully executed by all the parties. This lease shall automatically renew at the end of each year (the one year periods, whether individually or collectively, shall hereinafter be referred to as the "Term"). Notwithstanding the preceding sentence, either party may terminate this Agreement by providing other party ninety (90) days prior written notice.

3. Vacation of Facilities.

Upon termination of this Agreement, County shall remove all of the Equipment (including, but not limited to, the Tower Equipment, Indoor Equipment, Fluvanna Equipment Building, propane tank and generator) from the Tower and the Property and shall repair and restore, or be responsible for the repair and restoration of, the Tower and the Property to the condition such areas were in prior to installation of the Equipment, normal wear and tear excepted. County shall coordinate all such work through Company and County shall perform such work, or insure such work is performed, in a good and workmanlike manner. If not removed within sixty (60) days following termination of this Agreement, Company shall have the right to remove the Equipment and repair and restore the Tower and the Property to their original condition, normal wear and tear excepted, without obligation to account to County for the Equipment, and any necessary actual costs of said repair and restoration shall be submitted to the County for payment.

4. Costs and Fees. County shall reimburse Company for all actual costs incurred by Company in connection with any alteration, modification, strengthening or replacement of Tower when the costs of such alteration, modification, strengthening or replacement are incurred solely as a result of installation of the Equipment.

5. Compliance with Law. County agrees that County's use of the Tower shall not at any time intentionally violate terms of the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996, nor of any similar applicable legislation, including federal, state and local laws, nor of any rule or regulation or ordinance promulgated thereunder; and provided further that should such use result in any violation (as determined by a Court of competent jurisdiction after final adjudication beyond any and all appeals), County shall rectify the situation immediately and reimburse Company for all expenses, including but not limited to attorneys' fees, reasonably incurred by Company directly as a result of such violation.

6. Communications Interference. County agrees to procure, install, operate and maintain its own Equipment and accessories within recognized standards of the communications industry unless specifically excepted by this Agreement. The Equipment installed by County shall not adversely affect radio reception of the Company or any other tenants on the Tower. This is to include unlicensed frequency emitting equipment. If at any time reception for such system is affected by County's Equipment, and if the adverse effect cannot be mutually and agreeably resolved, the Company shall give County written notice outlining in detail the nature of the problem. Within fifteen (15) days after receipt of such notice, County shall either correct such problems or discontinue the operation of the interfering equipment until a non-interfering solution can be determined and implemented.

7. Access for Maintenance. County shall have access to the Tower, the Fluvanna Equipment Building and the Property twenty-four (24) hours per day, seven (7) days per week in order to operate, use, maintain, inspect, remove, and repair its equipment. Access shall be restricted to properly authorized and qualified personnel. All maintenance, installation and repair work will be done in a professional manner. Except during an emergency, County shall contact the Company in writing seventy-two (72) hours before any installation or maintenance is

to be performed on the Tower or before any Tower attachments are made. In an emergency, County shall contact the Company's Network Operations Center, telephone number (877) 616-2680, prior to performing any installation or maintenance on the Tower, in the Fluvanna Equipment Building or on the Property. Any maintenance, repair or replacement work performed by County shall not interrupt or interfere with the Company's or any other third party's equipment unless such party specifically agrees to such interruption of interference in writing.

During the Term, County and its employees shall have the right of ingress to and egress from the Property for the purpose of installing, maintaining, repairing and replacing the Equipment, subject to the restrictions of the preceding paragraphs.

8. Safety.

(a) All work performed by County and its authorized representatives shall be performed in accordance with all applicable Federal, State and Local safety rules and requirements.

(b) The Equipment installed by County hereunder, if any, shall be installed and maintained in accordance with the requirements of the applicable edition of the National Electric Safety Code, The National Electric Code, Company's standards and any building code applicable thereto.

9. Liability.

(a) To the extent permitted by law and subject to appropriations, County shall be liable for, and agrees to indemnify, save harmless, promptly reimburse Company, and, at Company's sole option, defend Company and Company's directors, officers and employees, from and against all reasonable claims, demands, damages, costs, losses, liabilities, expenses, reasonable attorneys' fees (including reasonable attorneys' fees through the appellate level), arising directly out of, resulting directly from, caused by the installation, presence, use, operation, maintenance, repair or removal of the Equipment, or any act or omission of County, County's principals, employees, contractors or subcontractors, on or in the vicinity of the Tower, the Fluvanna Equipment Building or the Property, including, but not limited to, personal injury or death to persons and damage to Company's or County's property or facilities, or the property of any other person including Company's or County's employees. County's obligation to indemnify Company pursuant to this paragraph specifically includes (but is not limited to) any claims, demands, damages, losses, liabilities, expenses and fees arising out of County's breach of the provisions of paragraph 8 of this Agreement. Notwithstanding anything to the contrary in this paragraph, County shall in no event be liable for any injuries, deaths or damage to the extent that such injuries, deaths or damage have been proximately caused by the negligent acts or omissions or willful misconduct of Company, its employees, contractors, or of other tenants that have equipment installed at the location. The provisions of this paragraph 9 shall survive termination of this Agreement.

(b) Nothing in this paragraph 9 shall be deemed to be or construed as a waiver of the sovereign immunity of the County as to the claims of any person not a party to this Agreement,

except to the extent that such claim may be covered by insurance, whether such insurance is provided pursuant to paragraph 14 of this Agreement or otherwise.

(c) County's General Terms. The County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") are attached hereto as Appendix 1 and incorporated herein by reference as a material part of this Agreement. To the extent any provision of this Agreement conflicts with the County's General Terms, the County's General Terms shall control. Whenever possible this Agreement and the County's General Terms shall be read together.

10. Default.

If County fails to comply with any of the provisions of this Agreement, and shall fail within thirty (30) days of receipt of written notice from Company to correct such noncompliance, such failure shall constitute a default and Company may terminate this Agreement by providing written notice to County. Such termination shall be effective as specified in the notice but not earlier than three (3) days following County's receipt of such notice. Termination pursuant to the provisions of this paragraph shall not constitute a waiver of any other rights or remedies Company may have under this Agreement.

11. Damage. If the Tower is totally or substantially destroyed due to fire, flood, windstorm, strikes, riots, acts of a public enemy, acts of God, or other casualty, so that the Tower and/or the Fluvanna Equipment Building are rendered wholly unfit for the purpose described herein, the Company, in its sole and absolute discretion, may terminate this Agreement as of the date of the casualty or rebuild the Tower at Company's expense. If the Tower is rebuilt, Company shall allow County to reinstall the Equipment.

12. Taxes. County shall be responsible for any taxes, assessments, duties or impositions assessed, charged or imposed on the Equipment.

13. Mechanic's Liens. County shall not subject the Tower site or any improvements thereon to any mechanic's lien and shall indemnify and save harmless the Company against all such mechanic's liens. County shall, within ninety (90) days after written notice thereof from the Company, discharge or bond any mechanic's lien for the payment of money filed against the Property as the result of the act or omission of County.

14. Insurance.

(a) Policies and Coverages. Prior to the arrival of County's employees, agents or subcontractors at any locations, County shall obtain and maintain, and require its subcontractors to obtain and maintain, the following policies of insurance during the performance of any work at the Tower, the Fluvanna Equipment Building or the Property:

(1) Workers' compensation insurance and applicable employees' liability insurance for all employees in the Commonwealth of Virginia and in any other states where the

employees performing the work or any portion thereof are normally employed, with an employer's liability limit of not less than $1,000,000.00 per accident or disease.

(2) Commercial general liability insurance with bodily injury and property damage combined single limits of at least $1,000,000 per occurrence. Such insurance shall include, but not be limited to, specific coverage for contractual liability encompassing the provisions in Paragraph 9, personal injury liability, products/completed operations liability, and, where applicable, expansion, collapse, underground hazards coverage and watercraft (protection and indemnity) liability.

(3) Automobile liability insurance with bodily injury and property damage combined single limits of at least $1,000,000 per occurrence covering vehicles owned, hired or non-owned.

(4) Umbrella or excess liability insurance with a single limit of $4,000,000 per occurrence in excess of the employer's liability, commercial general liability and automobile liability policies.

The amounts of insurance required above may be satisfied by County's purchasing primary coverage in the amounts specified or by County's buying a separate excess umbrella liability policy together with lower limit primary underlying coverage. The structure of the coverage is at County's option, so long as the total amount of insurance meets Company's requirements.

The coverage required in the preceding paragraphs should be "occurrence" form policies. If said coverages are written on a "claims-made" form instead of an occurrence form, County shall arrange for adequate time for reporting losses. Failure to do so shall be at County's sole risk.

(b) Endorsements. County and its authorized subcontractors and assignees shall cause their insurers to amend their commercial general liability and, if applicable, umbrella or excess liability policies with the following endorsements. Worker's compensation and automobile liability policies shall be amended with endorsement 3:

(1) "Virginia Electric and Power Company, its directors, officers and employees are additional insureds under this policy to the extent permitted by law"; and

(2) "Notwithstanding any provision of the policy to the contrary, this policy may not be canceled, non-renewed or changed in such a way to effect the insurance requirements of this lease agreement by the insurer without giving thirty (30) days prior written notice to Virginia Electric and Power Company. All other terms and conditions of the policy remain unchanged."

(c) Insurance Certificates. Before starting work at any Site, County shall cause its insurers or agents to complete, sign and forward to Company a certificate of insurance evidencing the coverages and limits required by this Paragraph. Failure of Company to receive certificates of insurance does not, however, relieve County of the requirements of this Paragraph. Failure to obtain the insurance coverage required by this Paragraph shall in no way relieve or limit County's obligations and liabilities under any provisions of this Agreement.

15. Environmental. Except for backup batteries and hazardous or toxic materials allowed by permit or government regulations, County shall not, at any time, introduce or store upon the

Property any toxic chemical, material, substance, or waste or any other hazardous substances (as defined by CERCLA, as hereinafter defined) pursuant to any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or agency affecting the Property and pertaining to health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1982 ("CERCLA") and the Resource Conservation and Recovery Act of 1986 ("RCRA"). Backup batteries shall be enclosed in sealed containers. County shall indemnify (to the extent permitted by law and specifically subject to appropriations by the County) and hold Company harmless from and against all costs, expenses and damages (including clean-up and remediation costs) arising from the presence of such batteries on the Property. County shall indemnify (to the extent permitted by law and subject to appropriations by the County) and hold Company harmless from and against all costs, expenses and damages (including clean-up and remediation costs) arising from the presence of any material designated as flammable or hazardous or toxic (either in its original form or as waste upon disposal) when such presence is caused by County or by a third party on County's behalf. Except as provided in this paragraph, County shall not, at any time, permit or cause its employees, agents or contractors to bring material designated as hazardous or toxic (either in its original form or as waste upon disposal) upon the Property at any time. Breach of the provisions of this Paragraph will constitute a default under this Agreement and, notwithstanding the provisions of paragraph 10, Company may immediately terminate this Agreement.

16. Notices. Any notice required or permitted to be given in writing hereunder shall be valid when delivered personally, given by facsimile with written confirmation copy following, or mailed by certified or registered mail, return receipt requested, to the authorized representative of the other party. Notices shall be given to the following authorized representatives at the following addresses:

County of Fluvanna, Virginia:	Fluvanna County Steven M. Nichols County Administrator P.O. Box 540 Palmyra, VA 22963 434.591.1913 (fax)
With a Copy to:	Frederick W. Payne, Esq. County Attorney Payne & Hodous, L.L.P. 414 East Jefferson Street Charlottesville, VA 22902 434.977.6574
Virginia Electric and Power Company:	Virginia Electric and Power Company c/o Dominion Resources Services Inc. Director-IT Infrastructure Planning and Engineering 701 East Cary Street, 14th Floor [23219]

P.O. Box 26666
Richmond, VA 23261-6666
804.771.4856 (fax)

With a copy to:

Virginia Electric and Power Company
c/o Dominion Resources Services Inc.
Administrator of Real Estate Records
Attention: Ms. Janet Brown
707 East Main Street, 12th floor [23219]
P.O. Box 26666
Richmond, VA 23261-6666
804.771.6193

17. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

18. Regulatory Changes. In the event that a governmental agency has authority to regulate the conditions of Property usage such as that described in the Agreement, or acquires such authority subsequent to the effective date of this Agreement, then this Agreement shall be subject to regulation by such governmental agency ("Regulatory Change"); provided, however, that any provision of this Agreement not subject to regulation shall remain in full force and effect; and provided further, however, that, without limiting the generality of the preceding provision, the rights, responsibilities, duties, and obligations of the parties under such paragraph, shall remain in full force and effect notwithstanding such regulation. In the event of a Regulatory Change as described in this Paragraph, this Agreement shall be modified but only to the extent strictly necessary to comply with such Regulatory Change.

The parties recognize that this Agreement in its entirety provides benefits to both parties and, should any such Regulatory Change affect the benefits of either party, the parties agree to renegotiate to restore the relationship of the benefits to each party that existed prior to the Regulatory Change.

19. Quiet Enjoyment. County shall use, operate, maintain, repair and remove the Equipment in such a manner as not to conflict or interfere in any manner, whether electrically or otherwise, with the equipment and operations of Company or any other person or entity using the Tower, the Fluvanna Equipment Building, or the Property. Should County's Equipment cause such interference, County will take all steps necessary to correct and eliminate the interference.

So long as County shall have committed no act of default or any act or omission which, with the giving of notice or passage of time would constitute an act of default hereunder and upon performing covenants, County shall peaceably keep and quietly have, hold and enjoy its space on the Tower, Fluvanna Equipment Building, and the Property free from interference by Company or any person or entity lawfully claiming by, through or under Company.

Notwithstanding the foregoing paragraph, County understands that rent-paying parties may approach Company for a location upon the Tower, the Fluvanna Equipment Building or the Property. Company shall use reasonable efforts to accommodate County's desire to be on the Tower, in the Fluvanna Equipment Building, or on the Property but should Company need the space occupied by County in order to provide service to a potential or existing rent-paying lessee, County understands, acknowledges and agrees that County shall either (i) remove or relocate (or have removed or relocated) the Equipment from the Tower, the Fluvanna Equipment Building, and/or the Property; or (ii) pay the proposed rental fee for the space in question.

20. Assignments; Leases. The Company shall have the right without County's consent, to lease space on the Tower and the Property to third parties, and to grant licenses, easements and rights to third parties, in order to permit such third parties to place antennas and equipment on the Tower and the Property. Should the Equipment interfere with the operation or use of the third parties' communications equipment, County agrees to relocate its equipment to a location designated by Company in its sole and absolute discretion.

County shall not assign or transfer this Agreement or any part hereof, or any part of the privileges granted hereunder, without Company's prior written consent, in Company's sole and absolute discretion. It is expressly understood and agreed that under no circumstances shall County, its assignees or transferees be entitled to sublet this Agreement or any part hereof, or any part of the privileges granted hereunder.

21. Limitation of Liability. Except as otherwise provided herein and to the extent permitted by law, Company shall not be liable to County for any losses, claims or liabilities for any interruption to service of County; for interference with the operation of County's Equipment; for County's loss of use of property or Equipment; additional expenses incurred in constructing or operating Equipment; costs of repair or clean-up costs; for the claims of any party against County; or for any special, incidental, indirect or consequential loss or damage whatsoever, arising in any manner out of this Agreement.

22. Miscellaneous.

(a) Exhibits. All exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are, by such reference, incorporated in this Agreement and shall be deemed to be a part of this Agreement.

(b) Marking of Equipment. At its sole expense, County shall attach identification markers to its Equipment. Each such marker shall be of distinctive and uniform design and shall be clearly visible and recognizable.

(c) Ground Potential Rise Protection. County shall provide, at its sole expense, ground potential rise protection equipment should County, in its sole discretion, determine there is a need therefor. Company shall have no responsibility for determining the need of such equipment and no liability for any damage to the Equipment caused, in whole or in part, by a failure to provide ground potential rise protection.

(d) Non-Waiver of Rights. The failure of Company to demand strict performance of the terms of, or to exercise any right conferred by, this Agreement shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or a consent to any continuing or subsequent failure or breach.

(e) Severability. Subject to the provisions of paragraph 19 of this Agreement concerning restoration of benefits affected by a Regulatory Change, in the event any provision, or any part or portion of any provision of this Agreement shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced solely to the extent strictly necessary to remove the unenforceability.

(f) Survival. Neither completion of performance nor any termination or cancellation of this Agreement shall be deemed to relieve either party of any obligations hereunder that by their nature survive completion of performance, including, but not limited to, all warranties, guarantees and promises of indemnity.

(g) Relationship of the Parties. This Agreement does not and shall not be construed to establish a partnership, joint venture or other form of business associated between Company and County.

(h) Headings. Paragraph headings contained herein are inserted for convenience and shall have no effect on interpretation or construction of this Agreement.

23. Entire Agreement; Modifications. The terms and conditions set forth herein constitute the entire agreement of the parties hereto and shall cancel and supersede all prior offers, agreements or understandings related to the Tower, the Fluvanna Equipment Building, and the Property between the two parties. No amendment or modification of this Agreement shall be valid unless in writing and executed by a duly authorized representative of both parties.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FLUVANNA COUNTY, VIRGINIA

By: _____
Steven M. Nichols
County Administrator

VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation

By: _____
Joseph A Walker
Director IT Infrastructure Construction

Approved as to form:

_____
Fluvanna County Attorney

EXHIBIT A

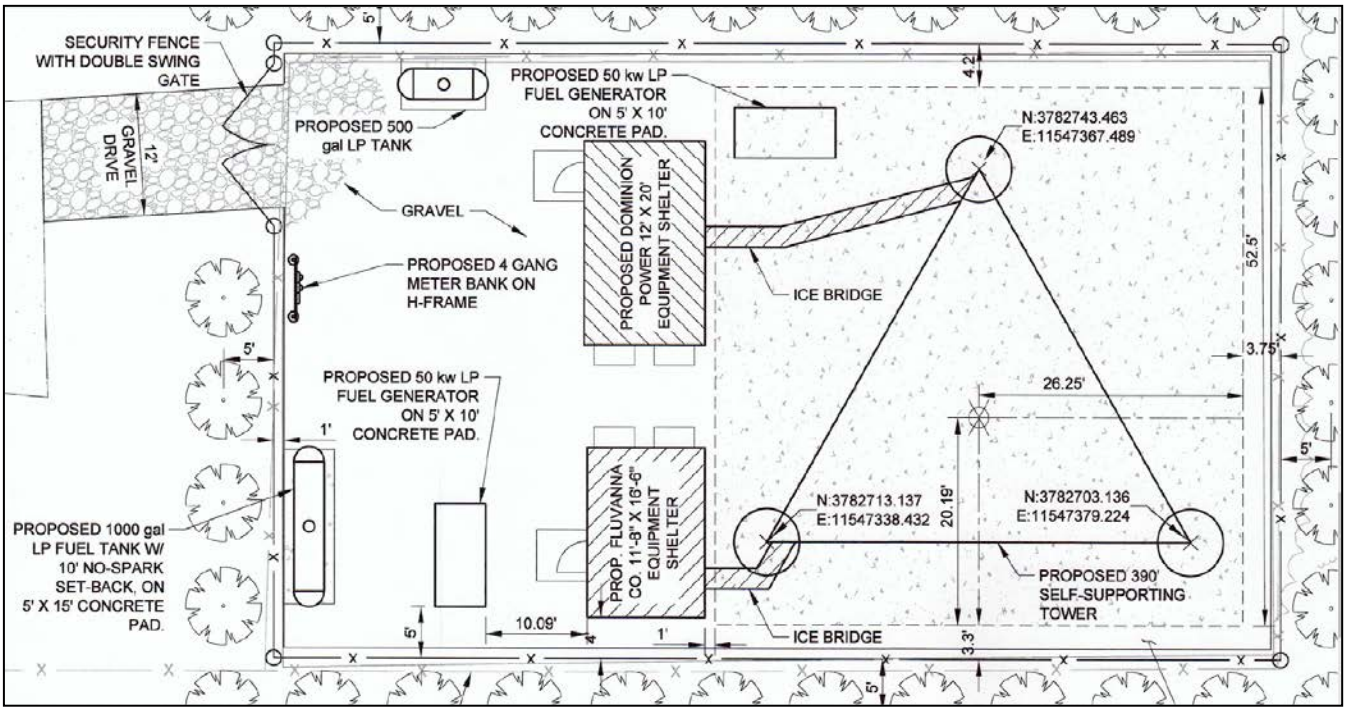
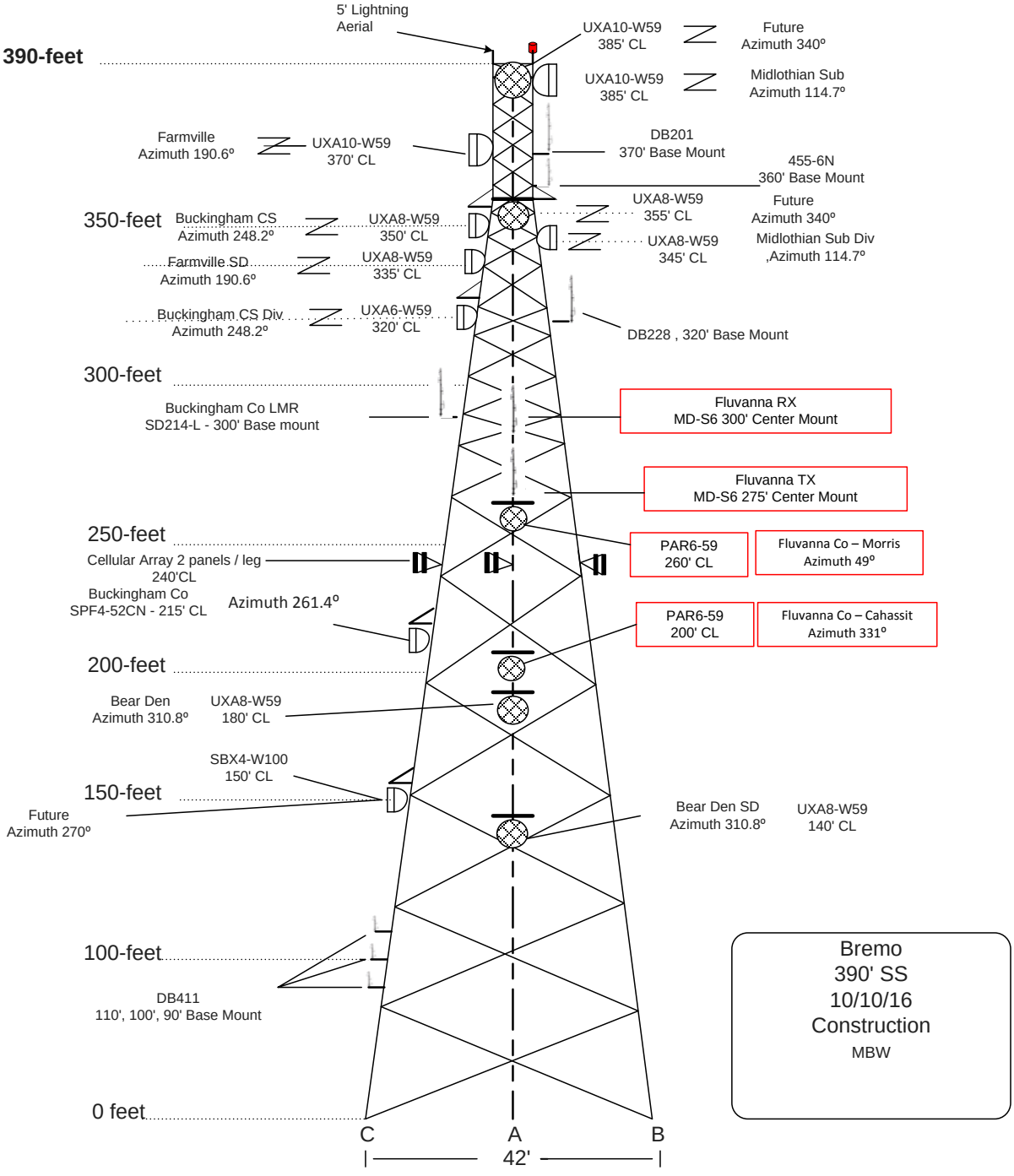

SECURITY FENCE WITH DOUBLE SWING GATE
GRAVEL DRIVE
12'
PROPOSED 500 gal LP TANK
PROPOSED 50 kw LP FUEL GENERATOR ON 5' X 10' CONCRETE PAD.
GRAVEL
PROPOSED DOMINION POWER 12' X 20' EQUIPMENT SHELTER
N:3782743.463
E:11547367.489
PROPOSED 4 GANG METER BANK ON H-FRAME
ICE BRIDGE
52.5'
3.75'
26.25'
5'
PROPOSED 50 kw LP FUEL GENERATOR ON 5' X 10' CONCRETE PAD.
PROP. FLUVANNA CO. 11'-8" X 16'-6" EQUIPMENT SHELTER
N:3782713.137
E:11547338.432
20.19'
N:3782703.136
E:11547379.224
PROPOSED 1000 gal LP FUEL TANK W/ 10' NO-SPARK SET-BACK, ON 5' X 15' CONCRETE PAD.
PROPOSED 390' SELF-SUPPORTING TOWER
10.09'
ICE BRIDGE
3.3'
4.2'

EXHIBIT B

Tower Equipment

Bremo 390' Proposed Self-Support Communication Structure



APPENDIX 1

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential

Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and "Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.

b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".

c. Contract: Any contract to which the County will be a party.

d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.

f. County Administrator: The Fluvanna County Administrator.

g. County Attorney: The Fluvanna County Attorney.

h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.

i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.

j. His: Any references to "his" shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the

County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed $50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed $50,000.

o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:

   i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
   ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS**: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

    a. Addressed as indicated on page 1 of the solicitation;
    b. Solicitation number;
    c. Title;
    d. Bid due date and time;
    e. Bidder's name and complete mailing address (return address); and
    f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

    If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

15. **RESPONSE TO SOLICITATIONS**: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and

which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of previous Contracts or Services;
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
g. The quality, availability and adaptability of the Goods or Services to the particular use required;
h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
i. The number and scope of the conditions attached to the Bid;
j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.

b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	$1,000,000	
Professional Liability	$1,000,000	
Excess Liability	$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

41. **SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

42. **TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

43. **ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

44. **NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

45. **NO FINANCE CHARGES:** No finance charges shall be paid by the County.

46. **ANTITRUST**: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

47. **PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if

any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
   i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
   ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative

costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over $10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater,

without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over $10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees

of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;

b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating

thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

g. For any Contract involving Services of any nature, the Contractor further agrees to:

i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability

company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq*.

b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to

amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. COMPLIANCE: Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

71. POINT OF DESTINATION: All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

72. REPLACEMENT: Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

73. DAMAGES: Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

a. Purchase Order Number;

b. Name of Article and Stock Number;

c. Quantity Ordered;

d. Quantity Shipped;

e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

TAB M

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

Meeting Date:	October 19, 2016
AGENDA TITLE:	$8,250,000 Equipment Lease Purchase Financing Resolution
MOTION(s):	**I move the Board of Supervisors approve the resolution entitled "Resolution Approving A Plan Of Lease/Purchase Financing For Emergency Communication Equipment In An Amount Not To Exceed $8,250,000 By Fluvanna County, Virginia" and hereby incorporates the following terms into the resolution: (i) the term of the 2016 Lease shall be _____years; (ii) principal payments under the 2016 Lease shall be due annually in arrears and interest payments under the 2016 Lease shall be due semi-annually on each March 1 and September 1, compounded semi-annually in arrears, beginning September 1, 2017; (iii) the tax-exempt interest rate for the 2016 Lease shall be a fixed rate of _____%; (iv) the 2016 Lease shall be subject to prepayment after the first anniversary date of execution of the 2016 Lease, at the election of the County upon payment of _____; and (v) the County shall purchase the Equipment from the Lessor at the expiration of the term of the 2016 Lease for a purchase price of $1.00.**

TIED TO STRATEGIC INITIATIVES?	Yes	No	**If yes, list initiative(s):**	
		X		

AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			

STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator/Director of Finance
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Director of Finance
RECOMMENDATION:	Staff recommends approval of TD Equipment Finance, Inc. option #2 below: • 1.34% Interest Rate, 7 year Amortization, Yield Maintenance Call Provision
TIMING:	Immediate, the Commitment expires 10/27/16.
DISCUSSION:	The County was looking for funding alternatives for the change orders associated with the Public Safety Emergency Communications Radio System. With the County consistently monitoring its current debt for savings opportunities, savings could be realized by refinancing the original Motorola Lease (2.65%) and rolling the change orders funding necessary into a new lease. The County issued a Request for Proposals for the Equipment Lease/Purchase Financing for the Public Safety Emergency Communications Radio System. The proposal requested interest rates assuming two different amortization structures; 7 years and 10 years, as well as optional call provisions allowing maximum flexibility for the County at the lowest cost. • The RFP was circulated to 28 financial institutions and posted on eVA and

	the County Website on September 9, 2016 • The RFP was due on September 28, 2016 • The County received 5 qualified proposals with interest rates ranging from 1.34% to 2.09% on the various amortization structures. • TD Equipment Finance, Inc. scored the highest on the RFP responses by the County and our Financial Advisor. • TD Equipment Finance, Inc. provided the lowest interest rates for the different amortization and prepayment penalty structures at 1.34% - 1.63%. • To proceed with the TD Equipment Finance, Inc. proposal, the Board of Supervisors must approve the resolution. The attached resolution would provide Fluvanna County with the opportunity for the following: • Refinance the original $6,594,545 Motorola Lease 2015 associated with the Public Safety Emergency Communications Radio System and payoff accrued interest of ~$234,450 o The original Motorola Lease with principal and interest will achieve ~4.00% Present Value savings depending upon the final interest structure chosen. • Additional funding of $1,378,899 for change orders for the Public Safety Emergency Communications Radio System. Current interest rates on all the above with TD Equipment Finance, Inc. range from 1.34% to 1.63% depending upon the different structures. **The Board of Supervisors have the following 4 selection of terms to incorporate into the resolution during approval:** **1. 1.44% interest rate, 7 year amortization, 1% prepayment penalty** **2. 1.34% interest rate, 7 year amortization, a prepayment premium in the amount of the greater of 1% of the outstanding principal amount of the 2016 Lease or a Yield Maintenance Fee** **3. 1.63% interest rate, 10 year amortization, 1% prepayment penalty** **4. 1.52% interest rate, 10 year amortization, a prepayment premium in the amount of the greater of 1% of the outstanding principal amount of the 2016 Lease or a Yield Maintenance Fee**
FISCAL IMPACT:	• Effect of refinancing the $6,594,545 original Motorola Lease 2015 would be a ~$281K debt service savings from the lower interest rate. • The additional funding for change orders will increase the Lease payment in FY18 from $1,073,335 to $1,236,088 (based on 1.34%, 7 year amortization, YM Call Provision) which is an increase of $162,753.
POLICY IMPACT:	Per the Debt Management Policy: • The ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the CAFR ending 6/30/15, our debt service ratio was 16.5%. • As a general guideline, the issuance of refunding bonds shall occur if the present value of debt service savings (net of all issuance costs and any cash contribution to the refunding) exceeds three (3) percent of the debt service amount of the refunded bonds and/or the net present value of future savings warrants such refunding. • If there is not a net present value savings, bonds can be refunded to remove burdensome bond covenants or restructure the stream of debt service

<table>
<tr><td></td><td colspan="5">payments (ex. Balloon Payment).
The issuance of additional debt may increase the County’s debt service ratio depending upon revenues.</td></tr>
<tr><td>LEGISLATIVE HISTORY:</td><td colspan="5">N/A</td></tr>
<tr><td>ENCLOSURES:</td><td colspan="5">• Resolution entitled “Resolution Approving A Plan Of Lease/Purchase Financing For Emergency Communication Equipment In An Amount Not To Exceed $8,250,000 By Fluvanna County, Virginia”
• Draft Municipal Lease Agreement
• Draft Municipal Escrow Agreement
• Fluvanna County Bank Proposals Comparison</td></tr>
<tr><td rowspan="2">REVIEWS COMPLETED:</td><td>Legal</td><td>Finance</td><td>Purchasing</td><td>HR</td><td>Other</td></tr>
<tr><td>X</td><td>X</td><td></td><td></td><td></td></tr>
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RESOLUTION APPROVING A PLAN OF LEASE/PURCHASE FINANCING FOR EMERGENCY COMMUNICATION EQUIPMENT IN AN AMOUNT NOT TO EXCEED $8,250,000 BY FLUVANNA COUNTY, VIRGINIA

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of Fluvanna County, Virginia (the "County"), entered into an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. ("Motorola") dated as of June 25, 2015 (the "2015 Lease") by the terms of which the County agreed to lease from Motorola certain emergency communication equipment (the "2015 Equipment"), with lease payments thereunder being subject to annual appropriation by the Board of Supervisors in its discretion; and

WHEREAS, the County now desires to undertake the refinancing of the 2015 Lease for debt service savings, and to finance the lease of additional emergency communication equipment (the "2016 Equipment"), all pursuant to the terms of a lease/purchase agreement or similar financing document for the County's lease and ultimate purchase (the "2016 Lease") of the 2015 Equipment and the 2016 Equipment (collectively, the "Equipment") in an amount not to exceed $8,250,000 for the County of Fluvanna, Virginia; and

WHEREAS, the County posted a Request for Proposals for the 2016 Lease (the "RFP"), and Raymond James & Associates, Inc., as the County's Financial Advisor (the "Financial Advisor") has reviewed the responses to the RFP and has advised the County's Director of Finance (the "Director of Finance") that, in its professional judgment, the bid of TD Equipment Finance, Inc. ("Lessor") contains the most favorable terms and conditions for the 2016 Lease; and

WHEREAS, the Board of Supervisors desires to accept the proposal of the Lessor with respect to the 2016 Lease of the Equipment, and to approve the proposed terms and conditions of the 2016 Lease, including without limitation the requirements that (1) the 2016 Lease be a lease intended as a security transaction, (2) payments by the County under the 2016 Lease be subject to annual appropriation by the Board of Supervisors, and (3) the 2016 Lease shall be a qualified tax exempt obligation under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, inasmuch as the County has determined to proceed with the 2016 Lease, the Board of Supervisors desires to declare the County's official intent to reimburse itself for any expenditures incurred in connection with the financing of the Equipment with the proceeds of tax-exempt bonds or obligations of the County of Fluvanna; and

WHEREAS, the Board of Supervisors further desires to authorize the County Administrator and the Deputy County Administrator and Director of Finance to proceed with the preparation and negotiation of the 2016 Lease and such other agreements, financing documents, certificates and instruments as may be necessary to effect the leasing of the Equipment (collectively such documents are herein referred to as the "Documents"), all subject to the terms and conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY, VIRGINIA:

1. The following plan for financing the 2016 Lease is hereby approved. The County Administrator and the Deputy County Administrator and Director of Finance, in collaboration with the Financial Advisor and with advice of counsel and Bond Counsel (hereinafter defined), will issue, execute and deliver the 2016 Lease and all related Documents, and shall cause the proceeds thereof to be used to finance the lease and acquisition of the Equipment and, in the discretion of the County Administrator or Deputy County Administrator and Director of Finance, to pay costs of issuing the 2016 Lease. Pursuant to the 2016 Lease, the County will undertake, subject to appropriation by the Board of Supervisors, to make periodic payments to the Lessor in amounts sufficient to make all payments required by the 2016 Lease and to pay certain other related costs. The undertaking by the County to make payments under the 2016 Lease will be subject to appropriation by the Board of Supervisors from time to time of sufficient amounts for such purposes. The plan of financing for the Equipment and the 2016 Lease shall contain such additional requirements and provisions as may be approved by the County Administrator or Deputy County Administrator and Director of Finance.

2. The County hereby accepts the bid of the Lessor for the lease of the Equipment, and the County Administrator or Deputy County Administrator and Director of Finance is hereby authorized, in consultation with the Director of Finance, the Financial Advisor, and Bond Counsel, to negotiate, execute and deliver the 2016 Lease, in the form presented to the Board of Supervisors but with such revisions and adjustments as may be recommended by bond counsel and the County Attorney, and all related Documents, the final terms and provisions of which shall be determined by the County Administrator or Deputy County Administrator and Director of Finance. The Documents shall contain, and the County hereby approves, the following terms: (i) the term of the 2016 Lease shall be [seven (7) / ten (10)] years; (ii) principal payments under the 2016 Lease shall be due annually in arrears and interest payments under the 2016 Lease shall be due semi-annually on each March 1 and September 1, compounded semi-annually in arrears, beginning September 1, 2017; (iii) the tax-exempt interest rate for the 2016 Lease shall be a fixed rate of [____%]; (iv) the 2016 Lease shall be subject to prepayment after the first anniversary date of execution of the 2016 Lease, at the election of the County upon payment of [a 1% prepayment premium / a prepayment premium in the amount of the greater of 1% of the outstanding principal amount of the 2016 Lease or a Yield Maintenance Fee, and the Yield Maintenance Fee shall be computed as follows: (a) the Lessor shall subtract from the fixed interest rate on the 2016 Lease the bond equivalent yield (the interest rate on Treasury bills with a maturity date closest to the remaining term of the 2016 Lease discounted to convert to a bond equivalent yield); (b) if the difference between the fixed rate on the 2016 Lease and the bond equivalent rate is greater than zero, such rate shall be multiplied by the outstanding principal balance of the 2016 Lease, divided by 360 and multiplied by the number of days in each monthly period; (c) the resulting amounts shall be reduced to present values by using the bond equivalent yield divided by twelve; and (d) the resulting sum of present values shall be the prepayment charge payable by the County upon prepayment of the 2016 Lease, plus accrued interest to the prepayment date]; and (v) the County shall purchase the Equipment from the Lessor at the

expiration of the term of the 2016 Lease for a purchase price of $1.00. The Documents may contain such other and further provisions as are not inconsistent with the bid of the Lessor, subject to the approval of the County Administrator, or Deputy County Administrator and Director of Finance, whose execution and delivery of the Documents to which the County is a party shall constitute conclusive evidence of the County's approval of the final terms of the 2016 Lease, with no further action with respect to the 2016 Lease being required on the part of the Board of Supervisors.

3. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years of amounts as will be necessary to make all payments due under the 2016 Lease, and hereby recommends that future Board of Supervisors do likewise during the term of the 2016 Lease.

4. The County Administrator, the Deputy County Administrator and Director of Finance and all other officers of the County are hereby authorized and directed to consult with Bond Counsel, to perform all services and to prepare, negotiate, execute and deliver all certificates and documents and to take all such further action as they or any of them deem necessary or advisable in connection with the refinancing of the 2015 Lease and the execution and delivery of the 2016 Lease, including without limitation (a) approving the final forms of the Documents, (b) executing and delivering a certificate or certificates setting forth the expected use of the Equipment and investment of the proceeds of the 2016 Lease to show compliance with applicable provisions of Section 148 of the Code, and regulations thereunder applicable to obligations such as the 2016 Lease, and (c) making any elections that such officers deem desirable or executing any certificates regarding any provision requiring rebate to the United States of "arbitrage profits" earned on investment of any proceeds of the 2016 Lease. The foregoing shall be subject to the advice, approval and direction of Bond Counsel.

5. The Board of Supervisors hereby appoints Haneberg Hurlbert PLC, a professional limited liability company, as bond counsel ("Bond Counsel").

6. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the amounts payable pursuant to the 2016 Lease to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on such amounts to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the 2016 Lease. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.

7. The County hereby designates the 2016 Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In so doing, the County hereby determines as follows:

(a) The County will in no event designate more than $10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2016, including the principal amount payable under the 2016 Lease, for the purposes of such Section 265(b)(3);

(b) The County, all of its "subordinate entities" within the meaning of Section 265(b)(3) of the Code, and all entities that issue tax-exempt obligations on behalf of the County and its subordinate entities have together not issued more than $10,000,000 of tax-exempt obligations in calendar year 2016 (not including certain refunding bonds, and "private activity bonds" with the meaning of Section 141 of the Code other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code), including the 2016 Lease;

(c) Barring unforeseen circumstances as of the date of delivery of the 2016 Lease, the County will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued in calendar year 2106 by the County and such other entities, result in the County and such other entities having issued a total of more than $10,000,000 of tax-exempt obligations in calendar year 2016 (not including private activity bonds other than qualified 501(c)(3) bonds), including the 2016 Lease; and

(d) The County has no reason to believe that the County and such other entities will issue tax-exempt obligations in calendar year 2016 in an aggregate amount that will exceed such $10,000,000 limit; provided, however that if the County receives an opinion of Bond Counsel that compliance with any covenant set forth in (a) or (c) above is not required for the 2016 Lease to constitute a qualified tax-exempt obligation, the County need not comply with such covenant.

8. All costs and expenses in connection with the 2016 Lease, including, but not limited to, the fees and expenses of Bond Counsel, the Financial Advisor, and the Lessor and its counsel, shall be paid from the proceeds of the 2016 Lease or other legally available funds of the County. If for any reason the 2016 Lease is not issued, it is understood that all such expenses shall be paid by the County from its legally available funds.

9. Any authorization herein to execute a document shall include authorization to liver it to the other parties thereto and to record such document where appropriate.

10. The County intends that the adoption of this resolution be considered as "official intent" within the meaning of Treasury Regulations, Section 1.150-2, promulgated under the Code, to reimburse itself for expenditures incurred in connection with the 2016 Lease with the proceeds of a tax-exempt obligation.

11. All other acts of the County Administrator, the Deputy County Administrator and Director of Finance, and other officers of the County of Fluvanna that are in conformity with the purposes and intent of this Resolution and in furtherance of the execution and delivery of the 2016 Lease and the leasing of the Equipment are hereby approved and ratified.

12. This Resolution shall take effect immediately.

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the "Board") of the County of Fluvanna, Virginia (the "County") hereby certifies that:

1. A meeting of the Board was duly called and held on October 19, 2016 (the "Meeting").

2 Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Board entitled "RESOLUTION APPROVING A PLAN OF LEASE/PURCHASE FINANCING FOR EMERGENCY COMMUNICATION EQUIMENT IN AN AMOUNT NOT TO EXCEED $8,250,000 BY FLUVANNA COUNTY, VIRGINIA," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

			Voting		
Member Name	Present	Absent	Yes	No	Abstaining
John M. Sheridan, Chairperson	_____	_____	_____	_____	_____
Mozell H. Booker, Vice-Chair	_____	_____	_____	_____	_____
Patricia B. Eager	_____	_____	_____	_____	_____
Tony O'Brien	_____	_____	_____	_____	_____
Donald W. Weaver	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS MY HAND and the seal of the Board of Supervisors of the County of Fluvanna, Virginia, this ____ day of October, 2016.

_____
Clerk, Board of Supervisors of
the County of Fluvanna, Virginia

[SEAL]

Date:

,

Dear :

Enclosed please find the following documents with regard to your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement
Exhibit(s)
Tax Form 8038-G – please complete and sign
Insurance
G-1 Arbitrage and Tax Certificate (Complete G-1-4 Section V)
Opinion of Lessee's Counsel
Invoice
Amendment Letter – Motor Vehicle
Escrow Agreement

The original signed documents should be returned within 5-days of receipt to the address below.

Documents can be returned to:
TD Equipment Finance, Inc.
Attn: , AIM: NJ5-017-151
1006 Astoria Boulevard
Cherry Hill, NJ 08034

In addition, please remit a check in the amount of $ or complete the Auto Debit Authorization document and the amount due will be deducted from your account upon commencement of the lease. The amount due represents the following:

Amount	Type
$	
$	

If you have any questions, please call me at 856-685- or email at @td.com.

Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment.

Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Enclosures

DRAFT

TD EQUIPMENT FINANCE, INC.
1006 Astoria Boulevard
Cherry Hill, New Jersey 08034

Equipment Lease Purchase Agreement
LESSEE:
AGREEMENT #

This agreement (the "Agreement") is a binding contract between TD Equipment Finance, Inc. ("TDEF") and , a political subdivision of the Commonwealth of Virginia (the "Lessee").

1. Agreement: In executing this Agreement, Lessee agrees to rent the equipment described in Exhibit A (the "Equipment"). Exhibit B sets forth the terms of the Agreement, including the commencement (or "Dated") date, which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental Payments (the "Rental Payments") should be paid to TDEF as instructed, and must be paid only out of legally available funds. A portion of each rental payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. In order to maintain that interest rate, Lessee must comply with the tax covenants described below and file informational federal tax Form 8038G in a timely manner. If not, each Rental Payment will be increased to compensate for the loss of the tax exemption status which was assumed in the initial interest rate, as set forth in Section 7 below. These are informational returns only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment, or any portion thereof, as and when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit D (the "Acceptance Certificate") supplied by TDEF as evidence thereof. To the fullest extent permitted by law, Lessee agrees to hold TDEF harmless from damages, if for any reason, the vendor fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, TDEF shall have the option of treating this Agreement as cancelled by Lessee and Lessee shall automatically assume all of TDEF'S rights and obligations as purchaser of the Equipment.

2. The Obligation to Make Payments: Rental Payments shall be due and payable as set forth in Exhibit B hereto. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation is not in contravention of any applicable statutory or regulatory limitations or requirements; nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph, Lessee's obligation to pay such Rental Payments shall be absolute and unconditional, and there will be no abatement or reduction of Rental Payments by Lessee for any reason, including but not limited to, any defense, recoupment, set off, counterclaim, or any claim (real or imaginary) arising out of or related to any defects, damages, malfunctions, breakdowns or infirmities of the Equipment. Following Lessee's signature of the Acceptance Certificate, Lessee assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Rental Payments shall be made in all events unless the obligation to make Rental Payments is terminated as otherwise provided herein. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). While recognizing that it is not empowered to make any binding commitment beyond the First Appropriation Period, it is the current intention of Lessee to make sufficient annual appropriations during the Term hereof to pay all Rental Payments and other amounts required to be paid by Lessee under this Agreement. Notwithstanding anything in this Agreement to the contrary, Lessee's obligation to pay the cost and expense of performing its obligations under this Agreement, including without limitation its obligations to pay all Rental Payments and all other amounts required to be paid by Lessee under this Agreement, are subject to and dependent upon appropriations being made from time to time by the Council of the City of _____, Virginia/Board of Supervisors of the County of _____, Virginia **(the "Governing Body")** for such purpose. Lessee directs the County or City Manager or any other officer charged with the responsibility of preparing Lessee's budget to include in the budget for each fiscal year of Lessee during the Term hereof a request that the Governing Body appropriate in the Fiscal year the amount of Rental Payments and other payments due under this Agreement during such fiscal year. Lessee also agrees to use best efforts and all lawful means to annually obtain sufficient funds from appropriations and other sources to pay the Rental Payments hereunder. Lessee shall notify TDEF in writing each year during the Term hereof that such budget request has been made as soon as practicable following the submission of Lessee's annual budget to the Governing Body. If at any time during any fiscal year of Lessee, the amount appropriated in the budget of Lessee for the fiscal year is insufficient to pay when due the Rental Payments and other amounts due under this Lease, Lessee directs the County or City Manager (or other officer charged with responsibility for preparing Lessee's budget) to submit to the Governing Body, as appropriate, at the next

scheduled meeting of Lessee or the Governing Body, or as promptly as practicable, but in any event within forty-five (45) days, a request for a supplemental appropriation sufficient to cover the deficit. Lessee agrees to do all things lawfully within its power to obtain and to maintain funds from which the Rental Payments may be made. Notwithstanding the foregoing, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay TDEF for the Rental Payments, and Lessee shall not have funds duly authorized for the Rental Payments or other amounts payable hereunder from other sources, an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to TDEF and shall endeavor to give such notice not less than one hundred twenty (120) days prior to the end of the last fiscal year for which an appropriation was made. Such notice shall state that the termination of this Agreement was caused by the failure of Lessee to appropriate moneys to make Rental Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to TDEF to a location specified by TDEF. If an Event of Nonappropriation has occurred, Lessee agrees, to the extent permitted by law and applicable public policy, not to purchase, lease or rent any other functionally similar equipment. Lessee agrees that it will not deliberately cause an Event of Nonappropriation so as to permit Lessee to terminate this Agreement in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Should Lessee fail to pay any part of the Rental Payments or any other sum required to be paid herein to TDEF on their due date, TDEF may charge a late payment as provided in Section 17.

3. The Equipment: Lessee agrees and acknowledges that (I) Lessee has selected the Equipment to be acquired by TDEF and rented to Lessee, (II) the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise (and upon request of TDEF, Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon), (III) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Agreement, and (IV) Lessee does not intend to sell, or otherwise dispose of, the Equipment during the term of this Agreement. Lessee may contact the seller of the Equipment directly, as TDEF'S agent, to effect the acquisition of the Equipment. Immediately upon receipt and installation of the Equipment, Lessee shall inspect the Equipment. Unless Lessee gives TDEF written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate, it shall be conclusively presumed upon execution of an Acceptance Certificate, as between TDEF and Lessee, that Lessee has fully inspected and acknowledged that the Equipment described in the Acceptance Certificate is in good condition and repair, has been properly installed and is performing satisfactorily, and that Lessee is satisfied with and has accepted such Equipment in such good condition and repair. Upon acceptance of the Equipment, Lessee must deliver to TDEF an Acceptance Certificate. If the Equipment has not been identified on the date of this Agreement, the purchase price shall be deposited in an account held with TDEF ("Purchase Fund"). Lessee shall submit an invoice for the Equipment to TDEF and upon TDEF'S approval of such invoice, TDEF shall fund the acquisition of the Equipment directly to the Equipment vendor out of moneys in the Purchase Fund. Lessee may assert claims and rights that TDEF may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer (the "Vendor") of any portion of the Equipment.

4. Title to the Equipment; Security Interest: Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto, shall be deemed to be vested in Lessee subject to the rights of TDEF hereunder from and after the date of the acceptance of the Equipment so long as Lessee shall not be in default hereunder and/or this Agreement shall not have been terminated pursuant to the provisions of Section 12 hereof, and shall vest permanently in Lessee upon the completion of all Rental Payments or prepayment, free and clear of any lien or security interest of TDEF therein. Immediately upon the occurrence of an Event of Default by Lessee hereunder or the termination of this Agreement under Section 12, title to the Equipment (and all additions, repairs, replacements or modifications thereto) shall revert to TDEF, free and clear of any right, title or interest of Lessee unless TDEF elects otherwise, without the necessity of any further action or the execution of any documents by the parties.

Lessee acknowledges that for federal income tax and accounting purposes and for purposes of Section 7 hereof, equitable title to the Equipment during the term of this Agreement shall be in Lessee, and Lessee further acknowledges that TDEF does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

4a. Security Agreement. To secure all obligations of Lessee hereunder, Lessee hereby grants to TDEF a security interest in any and all of Lessee's right, title and interest in and to this Agreement, the Equipment, together with all related software (embedded therein or otherwise) and general intangibles, and all additions, accessories, attachments and accessions thereto whether furnished by the supplier of the Equipment, all subleases, chattel paper, accounts and security deposits relating thereto,

and any and all substitutions, replacements or exchanges for such item of Equipment, and Rental Payments due or to become due hereunder, and in each such case in which Lessee shall from time to time acquire an interest, and any and all proceeds (including insurance proceeds) of the Equipment and other collateral in and against which a security interest is granted hereunder, any and all proceeds thereof, including without limitation, the proceeds of insurance thereon. Lessee will promptly execute, or otherwise authenticate, and deliver to TDEF such further documents, instruments, assurances and other records, and take such further action as TDEF from time to time may reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of TDEF under such documents (including without limitation (i) lien searches and (ii) such UCC financing statements, fixture filings and waivers as reasonably may be required by TDEF in connection with any change in circumstances relating to Lessee, the Equipment or otherwise); provided, however, Lessee hereby authorizes TDEF to file any and all of the same without Lessee's authentication, to the extent permitted by applicable law. If requested by TDEF, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags and maintain such markings during the term hereof so as clearly to disclose TDEF'S security interest in the Equipment. Upon termination of this Lease through exercise of Lessee's option to purchase pursuant to Section 5 or through payment by Lessee of all Rental Payments and, in either case, payment of all amounts relating thereto, and provided Lessee is not in default hereunder, TDEF'S security interest in the Equipment shall terminate, and TDEF shall execute and shall deliver to Lessee such documents as Lessee reasonably may request to evidence the termination of TDEF'S security interest in the Equipment.

5. Option to Purchase: Provided Lessee is not in default hereunder, Lessee shall be entitled and shall have exercised its option to purchase the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder, or (b) upon written notice delivered at least thirty (30) days in advance of a proposed date (which shall be a date scheduled for payment of a Rental Payment) for payment and upon payment on such date of the prepayment price equal to all principal due and remaining unpaid and interest accrued to such date of prepayment.

When Lessee exercises its purchase rights hereunder and TDEF shall have received all amounts due under this Agreement, then permanent title shall pass simultaneously to Lessee, and this Agreement shall terminate. TDEF shall cooperate and execute such documents that are necessary for the title to the Equipment to vest permanently with Lessee AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any Lien created by or arising through TDEF.

6. Responsibilities for Repair and Maintenance: Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit TDEF to inspect the Equipment and the log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the owner's manual(s).

7. Tax Covenants: Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

The parties will cooperate in performing all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be included in the gross income of TDEF or its assigns for federal income tax purposes.

If any event shall occur so that interest payments on the lease are includible in the gross income for federal income tax purposes of the recipient of the interest payments on the lease ("Event of Taxability"), the interest rate on the Rental Payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal ("Prime Rate") plus two percent (2%) from the date of the occurrence of the Event of Taxability. Lessee agrees to pay and indemnify TDEF for all interest, penalties, fines, additions to taxes, levied or assessed on the lease or TDEF as a result of the Event of Taxability.

8. Lessee's Risk of Loss or Damage: Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give TDEF a certificate showing TDEF as lender loss payee and an additional named insured. If Lessee does not maintain the required insurance, TDEF may obtain it and charge Lessee for it. Lessee must give TDEF prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding $500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If TDEF receives insurance proceeds exceeding the amount of the purchase, plus interest, or the amount required to complete the work, TDEF agrees to forward the excess proceeds to Lessee.

9. Indemnification: Except for the intentional or negligent acts or omissions of TDEF arising out of entering into this Agreement, including any misstatements of material fact, in connection with any transfer of this Agreement, because Lessee has selected the Equipment for Lessee's use and purposes, and because Lessee operates and maintains the Equipment, Lessee agrees, to the extent permitted by the law of the Commonwealth of Virginia, to indemnify TDEF against any and all loss, damage, injury, claims, taxes (excluding TDEF'S income taxes), fees, fines, penalties and expenses (including legal fees and expenses) of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Lessee's obligation to indemnify TDEF will continue after termination of this Agreement as to all matters, except those which arise from TDEF'S (or anyone TDEF sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination.

10. No Warranty: Lessee acknowledges and agrees that it has selected each item, type, quality, quantity and supplier of Equipment based upon recommendations of its independent consultants and disclaims any reliance upon any statements or representations made by TDEF, and agrees that the Equipment is of a design, size, quality and capacity required by Lessee and is suitable for its purposes. TDEF MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT, AND, AS TO TDEF, LESSEE LEASES THE EQUIPMENT FROM TDEF AS IS. Notwithstanding the foregoing, TDEF hereby agrees to assign to Lessee, solely for the purpose of making and prosecuting any such claim, all of TDEF's rights, if any, against the manufacturer or supplier of the Equipment for breach of warranty or other representation respecting the Equipment to the extent the same are assignable.

11. Termination: This Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to TDEF, (2) at the time and for the reason set forth in Section 2, (3) if Lessee has returned the Equipment and paid all amounts due through the end of the term then in effect, including interest, (4) upon Lessee's purchase of the Equipment under Section 5 and Lessee's payment of all amounts due, (5) at TDEF'S option if Lessee defaults as described in Section 12, and (6) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon TDEF'S receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment. When this Agreement terminates, if Lessee has not paid to TDEF all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment Lessee has not purchased to TDEF at the address specified by TDEF, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by TDEF. If Lessee does not, TDEF may do so and charge Lessee for it. No prepaid interest will be rebated to Lessee upon termination.

12. Default: The following constitute "Events of Default" under this Agreement: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder, including any late charges, when due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by TDEF, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such fifteen (15) day period, TDEF will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by TDEF that any representation or warranty made by Lessee in this Lease was untrue in any material respect upon the execution hereof; or (f) Lessee's Credit Evaluation, as shown by its statement of financial condition and determined by Lessor, deteriorates materially from Lessee's Credit Evaluation at the commencement of this Lease. If any such default occurs, TDEF, without notice or demand, may declare this Agreement in default and declare all amounts eligible or actually appropriated for Rental Payments under this Agreement to be immediately due and payable. Equipment must then be returned to TDEF (at the address specified by TDEF) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to TDEF. Upon declaration of default, TDEF may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. TDEF may recover from Lessee any unpaid amounts due or to become due for the remainder of the term of this Agreement, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by TDEF to enforce its rights hereunder. The repossession and sale of the Equipment shall not affect TDEF'S right to recover from Lessee all damages which TDEF has suffered because of

Lessee's breach. TDEF may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for TDEF'S actions or inaction or for any sale or re-lease proceeds. The proceeds of any sale or re-lease will be applied in the following order: (1) to the proper and reasonable costs and expenses (including attorney's fees) associated with the default, repossession and restoration of title to TDEF, (2) to pay TDEF the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon; then applicable prepayment price (taking into account the payment of past due Rental Payments as aforesaid), plus a *pro rata* allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next proceeding due date of a Rental Payment until the date of payment by Lessee, and any other amounts due hereunder, and (3) if any proceeds remain, to Lessee. If TDEF is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. TDEF may also enforce Lessee's performance of Lessee's covenants to recover damages for the breach of those covenants. TDEF'S rights and remedies in this section are not exclusive but are cumulative and in addition to all other rights and remedies that TDEF has at law or in equity.

13. Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of TDEF therein created under this Agreement. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

14. Limitation on Assignment: Lessee may not assign or sublease this Agreement or any interest in it or the Equipment without TDEF'S prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. TDEF may assign or sell its interest under this Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of TDEF'S assignment. During the term of this Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

15. Late Charges: If Lessee does not make any Rental Payment when due, Lessee shall pay Lessor a late charge of 1% per month from the due date until the Rental Payment is paid. This late charge is immediately due upon the Rental Payment being late.

16. Exhibits: Exhibits A through H attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

17. Other Terms: This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and TDEF. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Agreement and all rights and actions arising under it shall be governed by the laws of the Commonwealth of Virginia. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby waives any and all rights and remedies granted Lessee by Sections 508 through 522 of Article 2A of the Uniform Commercial Code including, by way of example only and not as a limitation, the right to repudiate this Agreement and reject the Equipment; the right to cancel this Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from TDEF'S default, if any, under this Agreement; the right to accept partial delivery of the Equipment; the right to "cover" by making any purchase or leases of or contract to purchase or lease Equipment in substitution for those due from TDEF; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the vendor and/or manufacturer of the Equipment.

18. Lessee Representations and Warranties: Lessee hereby represents, warrants and covenants to TDEF the following with respect to this Agreement as of the date Lessee executes the Acceptance Certificate: (a) Lessee is organized and validly existing under the laws of the Commonwealth of Virginia, with adequate power and capacity to enter into this Agreement, all documents

related to the purchase of the Equipment and any other documents required to be delivered in connection with this Agreement or the Equipment (hereinafter "Documents"); (b) Lessee is a political subdivision within the meaning of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (c) the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (d) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder, including without limitation, the provisions of the Virginia Public Procurement Act; (f) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; (g) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement; and (h) Lessee has complied with all statutes, laws, regulations and procedures in entering into this Agreement and the matters contemplated hereby.

19. TDEF Representations and Warranties: TDEF represents, covenants and warrants as follows:

a) TDEF is a corporation duly organized, existing and in good standing under the laws of the Commonwealth of Virginia and is authorized to do business in the Commonwealth of Virginia; has full and complete power to enter into this Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.

b) Neither the execution and the delivery of this Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which TDEF is now a party or by which TDEF or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of TDEF or upon the Equipment.

20. Financing: In consideration for and upon the execution of this Agreement, TDEF hereby agrees to pay to Lessee the amount of $ which will be deposited in a separate project account which will be maintained by Lessee (subject to the provisions of Section 3 hereof) for the purchase of the equipment and related costs.(in the event the funds are to be paid directly to the vendor or reimbursed to lessee, use the following language) ,provided that, TDEF may, upon Lessee direction, pay the funds to the Vendor of the Equipment or to Lessee, in the event Lessee has already paid for the Equipment and provided sufficient proof of payment.

21. Conditions of Closing: At or prior to payment to Lessee as stated in Section 20, TDEF shall have received the following:

a) this Agreement executed by Lessee and TDEF;

b) an executed Exhibit B to this Agreement;

c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;

d) an executed Acceptance Certificate, a form of which is attached hereto as Exhibit D;

e) a duly adopted resolution of Lessee, in form and substance acceptable to TDEF and including those matters set forth in Exhibit E;

f) an executed Certificate of Lessee, a form of which is attached as Exhibit F;

g) an executed Arbitrage and Tax Certificate, a form of which is attached as Exhibit G-1 for New Money Projects or as Exhibit G-2 for Refunding Projects;

h) an opinion of counsel to Lessee, substantially in the form of the opinions attached as Exhibit H;

i) an executed Form 8038 G; and

j) any and all opinions, certificates, instruments, financing statements or other documents as TDEF may request to evidence compliance with this Agreement to be performed and all conditions to be satisfied under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

LESSOR:
TD EQUIPMENT FINANCE, INC.

By: _____

Name: _____

Title: _____

LESSEE:

By: _____

Name:

Title:

Jurisdiction of Organization:

Organizational Number:

Chief Executive Office:

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EXHIBIT A

QTY.	MAKE	SERIAL NO.	MODEL

SEE EQUIPMENT LIST ATTACHED HERETO AND MADE A PART HEREOF

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LESSEE INITIALS: _____

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EXHIBIT B

TERMS

1. The Equipment which is the subject of the Lease Purchase Agreement is more fully described in Exhibit “A” to the Lease Purchase Agreement.

2. Fixed Interest Rate: _____%

   Date: _____

   Insert Amortization Schedule

3. **The Equipment will be located at .**

4. **Address of Lessee, for notification purposes, is:**

5. **Address of TDEF, for notification purposes, is: 1006 Astoria Boulevard, Cherry Hill, NJ 080034**

Acknowledged and Accepted:

LESSEE:

By: _____

Name:

Title:

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EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS CERTIFICATE

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

_____

_____

_____

to issue:

a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause naming Lessor "its successors and/or its assigns" as Lender Loss Payee.

b. Public Coverage Required on non-School bus collateral:
$1,000,000.00 per person
$1,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

c. Public Coverage Required on School bus collateral:
$5,000,000.00 per person
$5,000,000.00 aggregate bodily injury liability
$5,000,000.00 property damage liability

OR

2. We are self-insured for all risk physical damage, with the prior written consent of the Lessor, and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TDEF prior to the time that the Equipment or Unit thereof is delivered to us.

Certified this _____ day of _____, 20__

LESSEE:

By: _____

Name:

Title:

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EXHIBIT D

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease Purchase Agreement (the "Agreement") numbered , with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of the Equipment described in Exhibit "A" attached to the Lease Purchase Agreement, a copy of which is attached hereto, this _____ day of _____, 20__.

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitrage contained in the Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this _____ day of _____, 20__

LESSEE:

By: _____

Name:

Title:

DRAFT

EXHIBIT E

MATTERS TO BE INCLUDED IN RESOLUTION OF GOVERNING BODY

Name: _____

Date: _____

At a duly called meeting of the governing body of Lessee (as defined in the Lease Purchase Agreement) held on _____ the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented to this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: _____ _____
Title

By: _____ _____
Title

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

_____
Secretary/Clerk

_____
Date

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EXHIBIT F

CERTIFICATE OF LESSEE

THE UNDERSIGNED, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated _____ with TD EQUIPMENT FINANCE, INC. as Lessor (the "Agreement") hereby certifies as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

_____	_____
Signature	Signature
Name Printed:_____	Name Printed:_____
Title Printed:_____	Title Printed:_____

B. ESSENTIAL USE:

1. The Equipment will be used by Lessee for the specific purpose of:

2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the Term hereof. The Equipment is expected to be used by Lessee for a period in excess of the Term hereof.

3. Funds are expected to come from the General Fund of Lessee.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the ____ day of____, 20__.

WITNESS:

_____	_____
Signature	Name & Title Printed

WITNESS:

_____	_____
Signature	Name & Title Printed

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EXHIBIT G-1

ARBITRAGE AND TAX CERTIFICATE
[NEW MONEY PROJECTS]

I, , hereby certify that I am the duly qualified title of Officer executing Certificate of in the City/ County/ Town of _____,_____("Lessee") and HEREBY CERTIFY TO THE BEST OF OUR KNOWLEDGE AND BELIEF as follows:

I. GENERAL.

1.1. The Lease. I am charged with the responsibility of executing a Lease Purchase Agreement (the "Lease") with TD EQUIPMENT FINANCE, INC. ("Lessor"), dated as of _____ in the principal amount of $. The Lease provides TDEF with certain rights to receive Rental Payments, consisting of a principal portion and an interest portion, and with certain other rights under the lease. All initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

1.2. Amount Deemed Received Under the Lease. Lessee is deemed to have received $.

1.3. The Lease Approval. The Lessee has the power and authority to enter into and has duly authorized the Lease.

1.4. Types of Proceeds. The proceeds from the Lease will consist of sale proceeds.

1.5. Regulations. References to Regulations mean the Treasury Regulations promulgated under Section 103, and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1.6. Defined Terms. The following terms have the meanings ascribed to them in the Regulations (and the Code, where indicated) unless the context hereof clearly required otherwise:

(a) available amount, §1.148-1(b);

(b) bona fide debt service fund, §1.148-1(b);

(c) bond year, §1.148-1(b);

(d) capital expenditure, §1.150-1(b);

(e) computation date, §1.148-3(e);

(f) fair market value, §1.148-5(d)(6);

(g) gross proceeds, §1.148-1(b);

(h) investment, §1.148-1(b);

(i) investment proceeds, §1.148-1(b);

(j) investment property, §148(b)(2);

(k) Investment-type property, §1.148-1(e)(2);

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(l) issue, §1.150-1(c);

(m) net sale proceeds, §1.148-1(b);

(n) nonpurpose investment, §1.148-1(b);

(o) nonpurpose receipts, §1.148-3(d)(2);

(p) proceeds, §1.148-1(b);

(q) rebate amount, §1.148-3(b);

(r) rebate requirements, §1.148-3;

(s) related party, §1.150-1(b);

(t) replacement proceeds, §1.148-1(c);

(u) sale proceeds, §1.148-1(b);

(v) sinking fund, §1.148-1(c)(2); and

(w) yield, §1.148-1(b).

II. PURPOSE OF ISSUE.

2.1. Purpose of the Lease. The Lease is being executed to provide $ to finance the (the "Project").

2.2. No Investment-Type Property. Unless expressly permitted herein, no portion of the proceeds derived from the Lease will be used to finance "investment property" or "investment-type property" with a yield in excess of the yield under the Lease.

2.3. No Overissuance. The proceeds derived from the Lease do not exceed the amount that is required for the purposes described in Section 2.1 above.

2.4. No Reimbursement. None of the proceeds derived from the Lease will be used to reimburse Lessee for an expenditure paid prior to the date hereof.

2.5. No Refunding. No portion of the proceeds of the Lease will be used, directly or indirectly, to refund another issue.

2.6. No Hedge Bonds. Not more than 50% of the proceeds of the Lease will be invested in nonpurpose investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A) of the Code, and at least 85% of the spendable proceeds of the Lease will be used to carry out the governmental purposes of such issue within the three year period beginning on the date hereof. The Lease does not constitute a "hedge bond" within the meaning of Section 149(g) of the Code.

2.7. No Replacement Proceeds.

(a) Other than the proceeds of the Lease, Lessee has on hand no funds that (i) could legally and practically be used for the governmental purposes for which the Lease is being issued that are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes, or (ii) would be used for the governmental purposes of the Lease if the proceeds of the Lease were not used or to be used for such purpose.

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(b) Lessee does not reasonably expect that (i) the term of the Lease (which has a weighted average maturity of years) will be longer than reasonably necessary for the governmental purposes of the Lease, and (ii) there will be available amounts during the period that the Lease remains outstanding longer than necessary.

(c) No portion of the proceeds of the Lease will be used directly or indirectly (i) to replace funds of Lessee or other agency, department, or division of Lessee that could be used for the Project, or (ii) to replace any proceeds of any prior issuance of obligations by Lessee or other agency, department or division of Lessee.

2.8. No Private Business Use of Project.

(a) Not more than five percent (5%) of the proceeds of the Lease will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. A use of the proceeds includes (i) ownership of the Project, (ii) actual or beneficial use of the Project pursuant to a lease or a management, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal of or the interest on more than five percent (5%) of the Lease will not be, directly or indirectly; (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (ii) derived from payments (whether or not by or to Lessee), in respect of property, or borrower money, used or to be used in any activity carried on by any person other than a state or local governmental unit. For purposes of this paragraph (a), persons (other than a state or local governmental unit) using such proceeds on the same basis as the general public shall not be taken into account.

(b) None of the proceeds of the Lease will be used, directly or indirectly, to make a finance loans to persons other than a state or local governmental unit.

(c) No proceeds of the Lease will be used to make grants to any person.

III. SOURCE AND DISTRIBUTION OF FUNDS.

3.1. Proceeds Derived from the Lease. The proceeds derived from the Lease are $ which constitute the "proceeds" for purposes of this Certificate.

3.2. Deposit of Proceeds to the Purchase Fund. The proceeds will be deposited in an account of Lessee and will be applied for the costs of the Project.

3.3. Use of Proceeds. Lessee will use the proceeds only for capital expenditures in connection with the Project. Such proceeds are not expected to be used to repay, at maturity or otherwise, any indebtedness of Lessee. The proceeds will be used to pay all or a portion of the costs of the Project with three (3) years from the date hereof. Lessee certifies that:

(a) It reasonably expects that at least 85% of the net sale proceeds of the Lease will be expended on the Project within three years after the date hereof;

(b) It reasonably expects to incur within 6 months from the date of issue hereof a substantial binding obligation (not subject to contingencies within Lessee's or a related party's control) to a third party to expend at least 5% of the net sale proceeds of the Lease on the Project; and

(c) It reasonably expects the completion of the Project, and the allocation of net sale proceeds of the Lease to expenditures, to proceed with due diligence.

The proceeds of the Lease deposited into the account of Lessee may be invested without regard to yield restriction until three years from the date hereof in accordance with Regulations Section 1.148-2(e)(2) and thereafter at a yield not materially higher (1/8 of one percentage point) than yield on the Lease, unless the

requirements of Treas. Reg. § 1.148-5(c) are met with respect to yield reduction payments.

3.4. No Reserves. No reserve account has been established by Lessee.

3.5. No Costs of Issuance. None of the proceeds will be used to pay the costs incurred by Lessee in connection with the authorization of the Lease.

3.6. Investment Limitation on Sinking Fund Proceeds. Amounts treated as proceeds of the Lease because they are accumulated in any sinking fund for the Lease shall be invested without regard to yield restriction for a period of thirty (30) days beginning on the date of accumulation, and thereafter shall be invested at a yield not in excess of the yield on the Lease.

3.7. No Other Funds or Accounts. There are no other funds or accounts that are reasonably expected to be used to pay rents under the Lease or that are pledged to the Lease, and for which there is reasonable assurance that amounts on deposit therein will be available to pay rents on the lease if Lessee encounters financial difficult.

3.8. Investment of Proceeds Derived from the Lease. Lessee covenants that any and all investment proceeds earned on gross proceeds in excess of the yield under the Lease will be held and set aside for rebate to the federal government. Such amount shall be calculated in the manner and paid at the times required by the provisions of the Regulations.

IV. TERMS OF THE LEASE AND CALCULATION OF YIELD.

4.1. Terms of the Lease and Method for Computing Yield. The dated date, the date of maturity and the rate of interest of the Lease are as shown in the Lease, which by this reference is made a part hereof as if set forth in full herein. When used in computing the present worth of all payments of principal and interest to be paid on the Lease, produces an amount equal to the purchase price thereof.

4.2. Computation of Purchase Price. The Purchase Price of the Lease (as defined in section 4.4 below) is the product of arm's length negotiations between TDEF and Lessee, who are unrelated parties. TDEF has indicated that is does not intend to reoffer the Lease.

4.3. No Insurance. No insurance has been obtained for the Lease.

4.4. The Purchase Price. The Purchase Price under the Lease is $ ("Purchase Price").

4.5. Computation of Yield. The yield under the Lease, as computed in accordance with the method described in Section 4.1 above, using the Purchase Price that is specified in Section 4.4 above, is %.

V. REBATE.

5.1. Lessee (and all entities within the controlled group of Lessee) has issued $ in tax-exempt bonds and notes in the calendar year 20 , including the Lease. Lessee (and all entities within the controlled group of Lessee) does not expect to issue greater than $5,000,000 (such $5,000,000 shall be increased by the lesser of $5,000,000 or the amount attributable to public school construction) in tax-exempt bonds or notes in the calendar year 20 which will count towards the small issuer exemption from rebate under Section 148(f)(4)(D) of the Code and Regulation Section 1.148-8.

5.2. Unless Lessee qualifies for an exemption from the application of the rebate requirements of Code Section 148, the Issuer will comply with the rebate requirements. Regulation Sections 1.148-7 and –8 sets forth the exemptions from rebate available to Lessee.

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VI. MISCELLANEOUS.

6.1. Single Obligation. Except as discussed herein, there are no other issues of governmental obligations which (i) will be paid out of substantially the same source of funds, determined without regard to guarantees from unrelated parties, (ii) are being sold at substantially the same time as the Lease (*i.e.*, less than 15 days from the date of the execution of the Lease), and (iii) are being sold pursuant to the same plan of financing in connection with the Lease.

6.2. No Federal Guarantee. Except for the investments of the type described in the last sentence of this Section 6.2, no portion of the payment of the principal portion or interest portion of the Rental Payments or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Lease has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or invested (directly or indirectly) in federally insured deposits or accounts. The foregoing provisions shall not apply to (a) proceeds of the Lease invested for an initial temporary period, as described in section 148(c) of the Code, until such proceeds are needed for the purpose for which said Lease was issued, (b) investments in a bona fide debt service fund, as described in Regulation Section 1.148-1(b), (c) investments in a reserve fund that meets the requirements of Section 148(d), (d) investments in obligations issued by the United States Treasury, or (e) any other investments permitted under regulations promulgated by the Secretary of the Department of the Treasury.

6.3. No Investments to Reduce Yield. Lessee has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Lease in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction been at arm's length and had the yield on the issue not been relevant to either party.

6.4. Basis for Statements as to Expectations. The statements as to the expectations of Lessee made herein are reasonable as of the date of this certificate, and there are no facts, estimates or circumstances that would materially change the expectations expressed in this certificate.

6.5. Management Contract Limitations. Lessee shall not enter into, materially modify or extend a management or service agreement with respect to any portion of the Project financed with proceeds of the Lease with any entity other than a state or a local governmental unit unless such agreement complies with Rev. Proc. 97-13 issued January 10, 1997, as supplemented by Rev. Proc. 2001-39 issued June 18, 2001, or any successor revenue procedure or regulation thereto.

6.6. Filing of 8038-G. On the date hereof, or within the time prescribed for filing such report, Lessee has caused (or will cause) the filing of a true and complete information report on Form 8038-G with the Internal Revenue Service.

6.7. No Abusive Arbitrage Device. The Lease is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations thereunder (i) enabling Lessee to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage and (ii) overburdening the tax-exempt bond market. Lessee shall not intentionally use any portion of the proceeds from the Lease to acquire higher yield investments or to replace funds which were used, directly or indirectly, to acquire higher yielding investments except as otherwise described herein.

6.8. No Sale of Project. No portion of the Project financed by the Lease is expected to be sold, encumbered or otherwise disposed of prior to the last Rental Payment date without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Lease from gross income for Federal income tax purposes.

6.9. Alteration or Nonobservance of Restrictions. The yield restrictions and any other restriction or covenant contained herein may be altered or ignored if Lessee receives an opinion of

nationally recognized bond counsel to the effect that such alteration or nonobservance will not adversely affect the tax exemption of interest under the Lease to which it is otherwise entitled.

6.10. Changes in Facts and Expectations. Lessee acknowledges that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and that a nationally recognized bond counsel should be contracted if such changes do occur.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS TO THIS ARBITRAGE AND TAX CERTIFICATE AS OF THE _____ DAY OF _____, 20__.

Name of Lessee: _____

County, City, Town of _____, Commonwealth of Virginia

LESSEE:

By: _____

Name:

Title:

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EXHIBIT H

OPINION OF LESSEE'S COUNSEL

1. Lessee is duly organized and validly existing under the laws of the Commonwealth of Virginia, with full power and authority to enter into the Lease Purchase Agreement, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease Purchase Agreement or the Equipment (hereinafter "Documents").

2. The Documents, including without limitation, the Lease Purchase Agreement have been duly authorized and executed and are legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights.

3. The Transactions contemplated by and under the Lease Purchase Agreement are in compliance with all local, state and federal law.

4. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained.

5. The entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage deed of trust, bank loan or credit agreement or other instrument (other than the Lease Purchase Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.

6. There are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse affect on the ability of Lessee to fulfill its obligations under the Lease Purchase Agreement.

7. Lessee has covenanted to comply with any continuing requirements that may be necessary to preserve the exclusion from gross income for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended ("Code"), of the portion of the Basic Rent payments designated as interest. In the event that Lessee continuously complies with its covenants under the Lease and so long as the amounts payable to Lessor are derived from the Basic Rent payments made by Lessee, the portion of the Basic Rent payments designated as interest is not includible in gross income for federal income tax purposes under current law. No opinion is expressed as to the tax treatment of payments made to Lessor from sources other than from Basic Rent payments made by Lessee. The Lease and the obligation to pay Basic Rent thereunder as represented by the Lease are not "specified private activity bonds" as such term is defined in the Code and the portion of the Basic Rent payments designated as interest is not includible as an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. However, the portion of Basic Rent payments designated as interest and received by Lessor may be subject to an alternative minimum tax. [Except as set forth in paragraph 9 herein,][W]we express no opinion regarding other federal tax consequences arising with respect to the Lease.

8. The portions of the Basic Rent payments designated as interest represented by the Lease and any gain on the sale of the Lease is exempt from income taxation by the Commonwealth of Virginia and any political subdivision thereof.

9. Lessee has validly designated the Lease Purchase Agreement as a "qualified tax-exempt obligation" as defined in and for the purposes of Section 265(b)(3) of the Code.

AUTO-DEBIT AUTHORIZATION

This document should be filled out completely.

Lease Purchase Agreement #

This letter serves as authorization for TD Equipment Finance, Inc. to debit my Rental Payments, fee's, and any open items for the above referenced lease. This process will start with the first payment.

Checking Account Number _____

Bank (if other than TD Bank, N.A.) _____

ABA Number _____

PLEASE PROVIDE A COPY OF A VOIDED CHECK

LESSEE:

By: _____

Name:

Title:

APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., as Lessor
1006 Astoria Boulevard
Cherry Hill, NJ 08034

Re: Lease Purchase Agreement, dated as of , 20 (the "*Agreement*"), by and between , as Lessee

To Whom It May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of $ due under the Agreement, for the Lessee's fiscal year ending June 30, 20 /December 31, 20, are within the Lessee's operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

LESSEE:

By: _____

Name:

Title:

INSURANCE AUTHORIZATION

******Please be advised that we are unable to release any funds to you or your vendor (s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at 856-685-.***

To Whom It May Concern:
This is to advise you that _____
Insurance Agent Insurance Company

_____
Address City State Zip Code

_____ is my authorized agent.

Telephone and Fax Number:

Please contact your agent and ask them to provide a binder or Certificate of Insurance, followed by the original policy, showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:
TD Equipment Finance, Inc., its successors and assigns. ("Lessor")
1006 Astoria Blvd.
Cherry Hill, NJ 08034
Phone: (856) 685-
Fax: (856) -

II. LIABILITY INSURANCE:
Lessor **must** be named as **Additional Insured** as its interests may appear. $1,000,000 combined single limit for Bodily Injury and Property Damage.

III. PHYSICAL DAMAGE INSURANCE:
Lessor **must** be provided with a standard **Lender's Loss Payable clause** showing the interest of Lessor as lessor and loss payee, and fire and extended coverage, including theft, vandalism, malicious mischief, etc. The insurance is required in amount equal to your equipment cost of or replacement value, whichever is the greater.

IV. NOTICE OF CANCELLATION:
30 Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:
A Description of Equipment Covered **must** be inserted in the Policy and Certificate. Attach a copy of Schedule A, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE:

By: _____

Name:

Title:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of , 20 by and among TD Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent"), TD Equipment Finance, Inc., a Maine Corporation, as lessor ("Lessor") and , an entity existing under the laws of the State of , as lessee ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE 1: RECITALS.

Section 1.01. Lessor and Lessee have entered into a Lease Purchase Agreement, dated _____, and Rider No. 1 to Lease Agreement, together with all riders thereto, dated as of _____ (together, the "Lease"), duplicate originals of which have been furnished to the Escrow Agent, whereby Lessee shall lease from Lessor certain personal property described in Exhibit A to the Lease (the "Equipment") in the manner and on the terms set forth in the Lease. This Escrow Agreement is not intended to alter or change the rights and obligations of Lessor, and Lessee under the Lease, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease.

Section 1.03. Under the Lease, within 10 days after the execution of the Lease and this Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of $_____, which is required to be credited to the Purchase Fund established in Article 2 hereof and used to pay the Contract Price of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay unpaid Lease Payments due or coming due under the Lease together with any other Lease obligations due under the Lease; all as hereinafter provided.

Section 1.04. Under the Lease, Lessee will cause each item of Equipment to be ordered from the Vendor therefor. The Contract Price to be paid to the Vendors supplying the Equipment shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Escrow Agreement.

Section 1.05. Lessor and Lessee agree to employ the Escrow Agent to receive, hold and disburse the moneys to be deposited with the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Vendor with respect thereto or under the Lease by reason of anything contained in this Escrow Agreement.

Section 1.06. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution hereof by the officers whose signatures are affixed hereto.

ARTICLE 2: PURCHASE FUND.

Section 2.01. The Escrow Agent shall establish a special escrow fund designated as the _____ ("Purchase Fund"), shall keep such Purchase Fund separate and apart from all other funds and moneys held by it and shall administer such Purchase Fund as provided in this Escrow Agreement.

Section 2.02. All moneys deposited with the Escrow Agent by Lessor pursuant to Section 1.03 of the Escrow Agreement shall be credited to the Purchase Fund. The Escrow Agent shall use the moneys in the Purchase Fund to pay the Contract Price of each item of Equipment subject to the Lease, upon receipt with respect thereto of a Payment Request Form attached hereto as Exhibit A, executed by

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Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Contract Price as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

Section 2.03. Lessee shall furnish to Escrow Agent and Lessor as soon as available, a copy of the purchase orders for all Equipment subject to the Lease which Lessee has or will order pursuant to the Lease showing the Contract Price and the estimated delivery date. On _____ (as such date may be amended from time to time pursuant to Section 7.08 hereof, the "Escrow Date") the Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Purchase Fund including interest earnings contained therein, if any, less the amount equal to the Contract Price of all items of Equipment for which Escrow Agent has received a fully and properly completed Payment Request Form and which has not been paid. The amount paid to Lessor, pursuant to this Section, shall be applied to any prepayment premium determined pursuant to the terms of the Lease, the Lease Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which shall be effective without the consent of Lessee) reflecting such payment.

Section 2.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing, the Escrow Agent shall transfer all other moneys held in the Purchase Fund to Lessor.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Purchase Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Purchase Fund to make the payments herein required.

ARTICLE 3: MONEYS IN PURCHASE FUND; INVESTMENT.

Section 3.01. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the Purchase Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Purchase Fund, and such security interest is granted by Lessee to Lessor pursuant to the Lease and hereby, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Purchase Fund, Lessor's interest therein.

Section 3.02. Moneys in the Purchase Fund shall be held invested in the TDAM Institutional U.S. Government Fund Institutional Service Class or any other fund the Escrow Agent customary utilizes in their normal course of business as directed in writing by the Lessee.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner

and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 4.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified by the Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 4.04. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

ARTICLE 5: ESCROW AGENT'S COMPENSATION.

Lessee hereby agrees to pay the Escrow Agent $1,500 as annual compensation for the services to be rendered hereunder, and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 6: CHANGE OF ESCROW AGENT.

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 6.03. The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 7: ADMINISTRATIVE PROVISIONS.

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. The Escrow Agent shall provide such records to the Lessor and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Purchase Fund.

Section 7.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to the Escrow Agent at 1006 Astoria Blvd., Cherry Hill, New Jersey 08034, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 7.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Purchase Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 7.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 7.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 7.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 7.07. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]

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

TD EQUIPMENT FINANCE, INC., Lessor

By: _____
Title:

Address: 1006 Astoria Blvd.
Cherry Hill, NJ 08034

Telephone: (856) 685-5244
Fax: (856) 533-1022

TD BANK, N.A., Escrow Agent

By: _____
Title:

Address: 1006 Astoria Boulevard
Cherry Hill, NJ 08034

Telephone:
Fax:

Lessee:

By: _____
Title:

Address:

Telephone:
Fax:

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EXHIBIT A TO ESCROW AGREEMENT
LEASE # _____ ESCROW # _____

Payment Request Form No. _____

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of _____, by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and , as lessee ("Lessee") is hereby requested to pay, from the Purchase Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the contract price of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Exhibit A (the "Schedule") to the Lease described in the Escrow Agreement.

Payee Name	**Amount**	**Invoice No.**	**Equipment**

Remit to Address (Required)

$_____ REQUISITION # _____ TOTAL

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor's payment requisition and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the Escrow Agreement; provided that if the payment is a progress payment no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as Exhibit 1.

Dated_____, ____

Received and Approved:

Lessee:

By:_____
Name:

Title:

Lessor
TD EQUIPMENT FINANCE, INC.

By: _____
Name:

Title: _____

*****All above information must be completed and is required when submitting your requisition(s) for payment(s). This is for accuracy and compliance reasons.*****

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RIDER NO. 1 TO LEASE AGREEMENT

The terms and conditions of this Rider No. 1 are hereby incorporated into the Lease Agreement ("Lease Agreement"), dated _____ by and between TD Equipment Finance, Inc. ("Lessor") and the ("Lessee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1. In order to assure the availability of moneys to pay the cost of the Equipment and facilitate the acquisition of the Equipment pursuant to the Lease Agreement, Lessor and Lessee have agreed that the amount needed for this purpose will be deposited by Lessor in an account at TD Bank, N.A. to be held in escrow and Lessor and Lessee will enter into an escrow agreement substantially in the form attached hereto (the "Escrow Agreement").

2. In consideration of the execution of the Lease Agreement and Escrow Agreement, Lessor and Lessee agree that within ten (10) days after the execution of the Lease Agreement and Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease Agreement, Lessor shall deposit or cause to be deposited with Escrow Agent for credit to the Purchase Fund the sum of $ (the "Escrow Deposit"), which shall be held, invested and disbursed in accordance with the Escrow Agreement. The Escrow Deposit shall be repaid to Lessor as part of the Rental Payments due under the Lease Agreement. The Escrow Deposit by the Lessor constitutes the Lease Proceeds made available by Lessor to Lessee under paragraph 3 of the Lease Agreement. Payment of the cost of the Equipment will be made from disbursements from the Purchase Fund pursuant to the provisions of the Escrow Agreement. Lessee further agrees that funds held under the Escrow Agreement secure the payment of all Lease Payments and other obligations of Lessee under the Lease, and, notwithstanding any other provisions of the Lease, Lessee hereby pledges, grants and assigns to the Lessor security interest in the Escrow Account and all funds held therein. In addition to the remedies set forth in paragraph 12 of the Lease Agreement, if an Event of Default shall have occurred and be continuing, and Lessor shall have declared the unpaid Lease Payments immediately due and payable as provided in paragraph 12 of the Lease Agreement, Lessor shall have to the right to direct the Escrow Agent to pay over to Lessor the full amount of funds then on deposit in the Escrow Account, to be applied to Lessee's obligations to Lessor under the Lease.

3. It is expressly agreed by the parties that this Rider is supplemental to the Lease Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof unless specifically modified herein, are to apply to this Rider and are made a part of this Rider as though they were expressly rewritten.

4. In the event of any conflict, inconsistency or incongruity between the provisions of this Rider and any of the provisions of the Lease Agreement, the provisions of this Rider shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned parties have executed this Rider as of the ___ day of ____, 20___.

Lessee	**Lessor** TD EQUIPMENT FINANCE, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: __	Title: _____

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DISCLOSURE AND AUTHORIZATION FOR INVESTMENT

TDAM INSTITUTIONAL U.S. GOVERNMENT FUND
INSTITUTIONAL SERVICE CLASS

Client:

Issue:

DISCLOSURE

TDAM Institutional U.S. Government Fund Institutional Service Class (the "Fund") is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and is not considered insured deposits by the FDIC. The Fund is distributed by SEI Investments Distribution Co and advised by TDAM USA Inc. (the "Advisor"), New York, New York. The Advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.30 of 1% of TD Bank's aggregate average daily net assets in the Fund. We hereby acknowledge receipt of the prospectus for the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in TDAM Institutional U.S. Government Fund Institutional Service Class.

CLIENT

By: _____ Date: _____
Name: _____
Title: _____

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Fluvanna County
Bank Proposals Comparison
Proceeds Requested: $8,220,184
Proposal due date 9/28/2016

	1a	1b	1c	1d	2a	2b					
	TD Equipment[2] 7 Yrs	TD Equipment[2] 7 Yrs YM Call[1]	TD Equipment[2] 10 Yrs	TD Equipment[2] 10 Yrs YM Call[1]	Bank of America Public Capital 7 Yrs	Bank of America Public Capital 10 Yrs	US Bancorp[2] 7 Yrs	US Bancorp[2] 10 Yrs	PNC 7 Yrs[2]	Pinnacle 7 Yrs	Pinnacle 10 Yrs
Interest Rate	1.44%	1.34%	1.63%	1.52%	1.51%	1.67%	1.593%	1.814%	1.73%	2.03%	2.09%
Interest Rate Mode	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
Bank Qualified	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A
Acceptance Date	10/11/2016	10/11/2016	10/11/2016	10/11/2016	10/6/2016	10/6/2016	N/A	N/A		N/A	N/A
Commitment expires	10/27/2016	10/27/2016	10/27/2016	10/27/2016	10/27/2016	10/27/2016	11/16/2016	11/16/2016	11/3/2016	10/31/2016	10/31/2016
Maximum Amount of Borrowing	$8,221,627	$8,221,627	$8,221,627	$8,221,627	$8,230,000	$8,230,000	$8,230,000	$8,230,000	$8,220,184	$8,230,000	$8,230,000
Estimated Issuance Costs	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500	$15,500
Bank/Escrow Fees (Maximum)	$1,000	$1,000	$1,000	$1,000	$0	$0	$0	$0	$250	$0	$0
Proceeds available for payoff and project	$8,205,127	$8,205,127	$8,205,127	$8,205,127	$8,214,500	$8,214,500	$8,214,500	$8,214,500	$8,204,434	$8,214,500	$8,214,500
First Interest Payment Date	9/1/2017	9/1/2017	9/1/2017	9/1/2017	3/1/2017	3/1/2017	9/1/2017	9/1/2017	9/1/2017	9/1/2017	9/1/2017
Final Maturity Date	9/1/2023	9/1/2023	9/1/2026	9/1/2026	9/1/2023	9/1/2026	9/1/2023	9/1/2026	9/1/2023	9/1/2023	9/1/2026
Average Fiscal Year Debt Service	$1,240,768	$1,236,088	$895,932	$890,818	$1,237,294	$892,509	$1,247,679	$904,262	$1,254,171	$1,268,731	$917,537
Total Debt Service	$8,685,377	$8,652,615	$8,959,322	$8,908,184	$8,703,812	$8,972,363	$8,733,746	$9,042,613	$8,779,197	$8,881,120	$9,175,364
True Interest Cost	1.44%	1.34%	1.63%	1.52%	1.51%	1.67%	1.59%	1.813%	1.73%	2.04%	2.09%
All-Inclusive Cost	**1.49%**	**1.39%**	**1.67%**	**1.56%**	**1.56%**	**1.71%**	**1.64%**	**1.85%**	**1.78%**	**2.09%**	**2.13%**
Escrow Account Required?	No	No	No	No	No	No	Yes	Yes	Yes	No	No
Security	Security interest in equipment. Municipal Lease Purchase, Best Efforts to include payments in budget requests. Triple Net Lease.	Security intereest in equipment. Municipal Lease Purchase, Best Efforts to include payments in budget requests. Triple Net Lease.	Security interest in equipment. Municipal Lease Purchase, Best Efforts to include payments in budget requests. Triple Net Lease.	Security interest in equipment. Municipal Lease Purchase, Best Efforts to include payments in budget requests. Triple Net Lease.	Security interest in equipment. Municipal Lease. Best efforts appropriation. Net financial lease. Security interest in existing system until completion of new system	Security interest in equipment. Municipal Lease. Best efforts appropriation. Net financial lease. Security interest in existing system until completion of new system	Security interest in equipment Master Tax-Exempt Lease/Purchase Agreement. Triple net lease.	Security interest in equipment Master Tax-Exempt Lease/Purchase Agreement. Triple net lease.	Security interest in equipment	Municipal Lease Purchase subject to annual appropriation	Municipal Lease Purchase subject to annual appropriation
Call Provision	Prepayable at 101% after 1 year	Prepayable after 1 year at the greater of 101% or Yield Maintenance Fee	Prepayable at 101% after 1 year	Prepayable after 1 year at the greater of 101% or Yield Maintenance Fee	Prepayable in whole at Par on Payment Date after 3.5 years	Prepayable in whole at Par on Payment Date after 5 years	Prepayable on any payment date at the lower of Make Whole Call or 103%	Prepayable on any payment date at the lower of Make Whole Call or 103%	Prepayable in 2 years on payment date plus 3% termination	Prepayable in whole at anytime at 100% of the remaining balance plus accrued interest	Prepayable in whole at anytime at 100% of the remaining balance plus accrued interest
Ongoing Disclosure	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Not Addressed	Financials provided within 210 days of end of fiscal year	Financials provided within 210 days of end of fiscal year

[1] *w/ Yield Maintenance Fee on prepayment*
[2] *Subject to credit review*

TAB Mc

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016
AGENDA TITLE:	Advertisement of the Proposed Fluvanna County Code Update Relating to a License Fee For Businesses, Professions and Occupations
MOTION(s):	**I move the Board of Supervisors authorize staff to advertise a Public Hearing on November 16, 2016, entitled, "AN ORDINANCE TO AMEND CHAPTER 20 OF THE FLUVANNA COUNTY CODE BY THE ADDITION THEREIN OF AN ARTICLE 10, SECTIONS 20-10-1,FF., CONCERNING A LICENSE FEE FOR BUSINESSES, PROFESSIONS AND OCCUPATIONS."**

TIED TO STRATEGIC INITIATIVES?	Yes	No	**If yes, list initiative(s):**	E1
	X			

AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			

STAFF CONTACT(S):	Steve Nichols, County Administrator, Mel Sheridan, Commissioner of the Revenue
PRESENTER(S):	Steve Nichols, County Administrator
RECOMMENDATION:	Approval.
TIMING:	Current.
DISCUSSION:	Implementation of a Business License Fee ($25 annually) will serve several purposes for Fluvanna County: • Provide a list of licensed businesses for use by staff in economic development marketing and business support efforts. • Provide a list of businesses located in the County for resident use. • Augment work by the Commissioner of the Revenue's Office and add to the efficiency of identification of businesses for tax purposes. Finally, the nominal $25 annual fee will not be an undue burden on those doing business in Fluvanna. In addition, existing businesses will not need to resubmit a Business License Fee application each year. They will be automatically assessed the annual fee until the business provide evidence that the business was not in operation as of January 1 of the license year.
FISCAL IMPACT:	~$15,000 increase in revenue

POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Ordinance				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	**XX**			**COR**

AN ORDINANCE TO AMEND CHAPTER 20 OF THE FLUVANNA COUNTY CODE BY THE ADDITION THEREIN OF AN ARTICLE 10, SECTIONS 20-10-1,FF., CONCERNING A LICENSE FEE FOR BUSINESSES, PROFESSIONS AND OCCUPATIONS

BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS, pursuant to Virginia Code Section 58.1-3702, that the County Code be, and it is hereby, amended, in Chapter 20, by the addition therein of an Article 10, Sections 20-10-100, *ff.*, as follows:

1. The following amendment is hereby adopted:

ARTICLE 10. LICENSE FEES

SUBARTICLE I. IN GENERAL

20-10-100 Purpose.
20-10-101 Applicability.
20-10-102 Powers and duties of the commissioner of the revenue.
20-10-103 Definitions.
20-10-104 Violations and penalties.

SUBARTICLE II. LICENSE APPLICATION, ISSUANCE AND REVOCATION

20-10-200 General.
20-10-201 License application.
20-10-202 Information to be provided on license application.
20-10-203 Application due date.
20-10-204 Prerequisites to issuance of license.
20-10-205 Privilege of engaging in business may be exercised only by person licensed.
20-10-206 Transfer of license.
20-10-207 Presentation or display of license or license receipt.
20-10-208 Revocation of license.

SUBARTICLE III. LICENSE FEE

20-10-301 License fee.
20-10-302 Failure to obtain license does not relieve liability for license fee.
20-10-303 Effect of payment of license fee on liability of officers and employees.
20-10-304 Penalty on delinquent license fee.
20-10-305 Interest of delinquent license fee.
20-10-306 Collection fees on delinquent license tax.

State law reference--State law authorizing county to require licenses of businesses, occupations, professions, etc., Va. Code § 58.1-3703.

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SUBARTICLE I. IN GENERAL

Sec. 20-10-100 Purpose.

The purpose of this chapter is to require all persons engaging in a business, trade, profession, occupation or calling (collectively referred to sometimes in this chapter as a business) in the county to obtain a license, to establish the sole means by which the county imposes a license fee for the privilege of engaging in a business, to provide for the collection of the license fee, and to impose penalties for failure to comply with the provisions of this chapter. The license fee shall be for the support of the county government, the payment of the county debt, and for other county purposes.

State law reference--Va. Code §§ 58.1-3700, 58.1-3702.

Sec. 20-10-101 Applicability.

This chapter shall apply to each business identified herein as follows:

Persons subject to licensure. Each person engaging in a business in this county shall apply for and obtain a license for each such business if:

1. In the case of professional services, the person either (i) maintains a definite place of business in this county; or (ii) maintains an abode in this county but does not maintain a definite place of business in the Commonwealth of Virginia; for purposes of this chapter the abode shall be deemed a definite place of business; or

2. In the case of any other business, the person has a definite place of business or maintains an office in this county.

Sec. 20-10-102 Powers and duties of the commissioner of the revenue.

In addition to any other power or duty expressly granted in this chapter:

A. The commissioner of the revenue shall have all and the same enforcement authority with respect to county licenses that state law confers upon commissioners of the revenue generally with respect to state licenses.

B. The commissioner of the revenue may propound interrogatories to each license applicant and may use such other evidence as he may obtain in order to ascertain the amount of any license fee due under the provisions of this chapter, or to ascertain any other pertinent fact in order to administer or enforce this chapter. Interrogatories shall be answered under oath, and it shall be unlawful for any applicant for a license to refuse to answer any such interrogatories.

C. The commissioner of the revenue may summon any person by registered letter or otherwise to appear before him at his office at a time to be specified in the summons and to

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answer, under oath, questions touching such person's license fee liability. The failure by a person to answer the summons without good cause for failing or refusing to answer, under oath, questions touching their license fee liability shall be a misdemeanor and punishable as provided by section 20-10-104.

D. The commissioner of the revenue may proceed by warrant to enforce compliance with the provisions of this chapter after administrative means to enforce this chapter have been exhausted.

E. The commissioner of the revenue shall have such other powers and duties pertaining to the administration and enforcement of this chapter as may be conferred by the board of supervisors.

State law reference--Va. Code § 58.1-3700.

Sec. 20-10-103 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

(1) *Business*. The term "business" means a course of dealing in any business, trade, profession, occupation or calling which requires the time, attention and labor of the person so engaged for the purpose of earning a livelihood or profit. It implies a continuous and regular course of dealing, rather than an irregular or isolated transaction. A person may be engaged in more than one business. The following acts shall create a rebuttable presumption that a person is engaged in a business: (i) advertising or otherwise holding oneself out to the public as being engaged in a particular business; or (ii) filing license fee returns, schedules and documents that are required only of persons engaged in a business, trade, profession, occupation or calling.

(2) *Definite place of business*. The term "definite place of business" means an office or a location at which occurs a regular and continuous course of dealing for thirty consecutive days or more. A definite place of business for a person engaged in business may include a location leased or otherwise obtained from another person on a temporary or seasonal basis as well as real property leased to another. A person's residence shall be deemed to be a definite place of business if there is no definite place of business maintained elsewhere and the person is not licensable as a peddler or itinerant merchant.

(3) *Entity*. The term "entity" means a business organization, other than a sole proprietorship, that is a corporation, limited liability company, limited partnership, or limited liability partnership duly organized under the laws of the Commonwealth or another state.

(4) *License year*. The term "license year" means the calendar year for which a license is issued for the privilege of engaging in business.

(5) *Locality*. The term "locality" means a city, county or town of the state other than this

county.

(6) *Person*. The term "person" means individuals, firms, co-partnerships, corporations, companies, associations or joint stock associations, and shall include any trustee, receiver or assigned personal representative thereof carrying on or continuing a business, profession, trade or occupation, but shall not include a trustee, receiver or other representative duly appointed by a court to liquidate assets for immediate distribution, or a sergeant or sheriff, or any deputy, selling under authority of process or writ of a court of justice.

State law reference--Va. Code § 58.1-3700.1.

Sec. 20-10-104 Violations and penalties.

A violation of this chapter shall be punished as provided herein:

A. It shall be unlawful and shall constitute a misdemeanor for any person to engage in a business within the county without first procuring a license required by this chapter; or to violate any provision of this chapter.

B. Any person who is convicted for violating either provision of paragraph (A) shall, except where some other penalty is specifically provided, be punished by a fine not to exceed one thousand dollars ($1,000.00) or by imprisonment in jail for a period of not more than thirty (30) days, or both. Each day any person shall continue to violate the provisions of this chapter after the due date of any license fee prescribed in this chapter shall constitute a separate offense.

C. Any person who is convicted for willfully failing or refusing to file a required return for license fee purposes, or for making any false statement with intent to defraud in any such return, shall not exceed those prescribed by state law for a class 3 misdemeanor if the amount of the license fee lawfully assessed in connection with the return is one thousand dollars ($1,000.00) or less, or for a class l misdemeanor if the amount of license fee lawfully assessed in connection with the return is more than one thousand dollars ($1,000.00).

State law reference--Va. Code § 58.1-3703.1.

SUBARTICLE II. LICENSE APPLICATION, ISSUANCE AND REVOCATION

Sec. 20-10-200 General.

Each person required to obtain a license shall apply for and obtain a license for each definite place of business.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-201 License application.

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Each person required to obtain a license shall submit a written application to the commissioner of the revenue and pay the license fee as provided in section 20-10-402. The application shall be submitted on a license application form provided by the commissioner of the revenue, and shall be properly and fully executed by the applicant, and shall contain all of the information required by section 20-10-202 and all other information as may be required by the commissioner of the revenue.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-202 Information to be provided on license application.

Each license application shall state the person's correct name and trade name, if any, the correct physical address and mailing address, if different, email address, business telephone, website address, the nature of the business to be pursued, and the place where the business will be pursued.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-203 Application due date.

Each application for a license shall be submitted to the commissioner of the revenue by not later than the dates provided herein:

A. If the business is a beginning business, the application shall be submitted prior to beginning business, if the person was not licensable in this county on or before January 1 of the license year.

B. If the business license was issued in the preceding license year, it shall be presumed that the business is continuing, and the license fee due and payable, unless the person licensed shall provide evidence that the business was not in operation as of January 1 of the license year.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-204 Prerequisites to issuance of license.

A license required by this chapter shall not be issued until:

A. The commissioner of the revenue confirms that the person is in compliance with the zoning ordinance and any building and fire prevention provisions of the Code.

B. The person produces satisfactory evidence to the commissioner of the revenue that all delinquent business license, personal property taxes and other license fees owed by the person to the county have been paid which have been properly assessed against the person by the county.

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State law reference--Va. Code § 58.1-3700.

Sec. 20-10-205 Privilege of engaging in business may be exercised only by person licensed.

Each license issued pursuant to this chapter confers a personal privilege to engage in business, and the privilege may be exercised only by the persons licensed.

State law reference--Va. Code § 58.1-3700.

Sec. 20-10-206 Transfer of license.

A license issued pursuant to this chapter may not be transferred.

State law reference--Va. Code § 58.1-3980.

Sec. 20-10-207 Presentation or display of license or license receipt.

Each license or license receipt issued shall be presented or displayed as provided herein:

A. Each person who obtains a license shall keep the license receipt issued by the County in a convenient place, and whenever required to do so shall exhibit the same to any authorized enforcement officer of the county.

B. Each person who is a contractor, electrical contractor, plumber, steam fitter, building wrecker, developer or speculative builder who proposes to do work in the county for which a license is required by this chapter, or pursuant to a contract let by a department, bureau or office of the county, shall, upon making application for such permit or upon the award of such contract, exhibit to the proper county official the license issued pursuant to this chapter authorizing him to engage in the business for the license year, or in which such contract is awarded, and shall furnish to that official a list of his subcontractors and the amounts of such subcontracts. If any of the subcontracts have not been closed or awarded at the time of applying for the license required by this chapter or the award of such contract, he shall furnish the list in writing immediately upon awarding the subcontract or contracts.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-208 Revocation of license.

A license issued pursuant to this chapter may be revoked by the commissioner of the revenue upon the failure of the licensed person to comply with any requirement of this chapter, or the failure to comply with any requirement of the zoning ordinance or any fire prevention provision of the code. There shall be no refund.

State law reference--Va. Code § 58.1-3700.

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SUBARTICLE III. LICENSE FEE

Sec. 20-10-301. License fee.

Each person required to obtain a license shall pay a fee of twenty-five dollars ($25.00). The license fee shall be paid not later than June 5 of the license year; or, in the case of a new business, prior to commencing business.

State law reference--Va. Code § 58.1-3703.

Sec. 20-10-302. Failure to obtain license does not relieve license fee liability.

Any person who engages in a business without obtaining the license required by this chapter, or after being refused such license, shall not be relieved of the fee imposed by this chapter.

State law reference--Va. Code § 58.1-3700.

Sec. 20-10-303. Effect of payment of license fee on license fee liability of officers and employees.

The payment of a license fee by the licensed person shall discharge the license fee liability of each officer and employee of the licensed person who would otherwise be subject to the license fee, insofar as the business of the licensed person is concerned.

State law reference--Va. Code § 58.1-3700.

Sec. 20-10-304. Penalty on delinquent license fee.

A penalty of ten percent (10%) of the license fee shall be imposed upon the failure of the person to pay the license fee by the appropriate due date, subject to the following:

A penalty shall not be imposed, or if imposed, shall be abated by the commissioner of the revenue if the failure to file or pay was not the fault of the person. In order to demonstrate lack of fault, the person must show that he acted responsibly and that the failure was due to events beyond his control.

1. The term "acted responsibly" means that: (i) the person exercised the level of reasonable care that a prudent person would exercise under the circumstances in determining the filing obligations for the business; and (ii) the person undertook significant steps to avoid or mitigate the failure, such as requesting appropriate extensions where applicable, attempting to prevent a foreseeable impediment, acting to remove an impediment once it occurred, and promptly rectifying a failure once the impediment was removed or the failure discovered.

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2. The term "events beyond the person's control" include, but are not limited to, the unavailability of records due to fire or other casualty; the unavoidable absence (e.g., due to death or serious illness) of the person with the sole responsibility for license fee compliance; or the person's reasonable reliance in good faith upon erroneous written information from the commissioner of the revenue, who was aware of the relevant facts relating to the person's business when he provided the erroneous information.

If an assessment of additional or omitted fee by the commissioner of the revenue is found to be erroneous, the penalty imposed and collected on the amount of the assessment found to be erroneous shall be refunded to the person, together with interest on the refund from the date of payment or the due date, whichever is later.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-305. Interest of delinquent license fee.

Interest at the rate of ten percent (10%) per year shall be charged on the delinquent payment of a license fee as provided herein:

A. Interest shall accrue from the first day of the month following the due date until the date paid without regard to fault or other reason for the late payment.

B. If an assessment of additional or omitted fee by the commissioner of the revenue is found to be erroneous, the interest charged and collected on the amount of the assessment found to be erroneous shall be refunded together with interest on the refund from the date of payment or the due date, whichever is later.

State law reference--Va. Code § 58.1-3703.1.

Sec. 20-10-306. Collection fees on delinquent license fee.

The provisions of Section 20-1-3 of this Code shall apply to the collection of a delinquent license fee.

State law reference--Va. Code § 58.1-3958.

2. The foregoing amendment shall be effective as of January 1, 2017.

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TAB N

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016
AGENDA TITLE:	FY16 to FY17 Carryover Requests and FY17 Supplemental Appropriation for Capital Projects
MOTION(s):	**MOTION #1:** **I move the Board of Supervisors approve the following carryover requests of FY16 Budget Authority from the listed departments to FY17 Department Budgets in the amounts specified:** A. Cooperative Extension - For Commercial Kitchen $3,732 B. Treasurer's Office - For Security System Upgrades $15,000 C. Sheriff's Office - For Surveillance and Access Controls $83,546 D. Registrar's Office - For Election Needs $16,500 E. Clerk of Circuit Court - For Security and Disaster Recovery $28,978 F. Circuit Court Judge - For Security and Storage $7,862 G. Information Technology - For County Website Upgrades $18,000 **with the total amount of $_____ ($173,618) to be re-appropriated to the specified FY17 department budgets.** **MOTION #2:** **I move the Board of Supervisors approve the following FY17 New Capital Project requests:** 1. Facilities Security Upgrades: $30,000 2. Munis Modules/Training: $137,000 3. Public Works/FUSD Mini-Excavator: $50,000 4. Pleasant Grove Advertising Sign: $25,000 5. Pleasant Grove Road Paving: $98,000 **with a supplemental appropriation of $_____ ($340,000) from unassigned fund balance, with partial funding support to come from FY16 unexpended budgets.**

STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**	A2, A3, A4, A6, B7
	X			

AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			

STAFF CONTACT(S):	Martin Brookhart, Management Analyst
PRESENTER(S):	Eric Dahl, Deputy County Administrator/Director of Finance Martin Brookhart, Management Analyst

	Steve Nichols, County Administrator Wayne Stephens, Director of Public Works/County Engineer John Thompson, Extension Agent Linda Lenherr, Treasurer Captain Von Hill, Chief of Administrative Operations Joyce Pace, Registrar Tristana Treadway, Clerk of the Circuit Court Andrew Notman, IT Director
RECOMMENDATION:	Approval
TIMING:	Effective July 1, 2016
DISCUSSION:	Per Fluvanna County Financial Policies Section 1-10, carryovers may be requested for purposes that are necessary for continuation of services, for projects that could not have reasonably started prior to June 30, or for circumstances where unexpended funds are available to be re-appropriated for projected current fiscal year uses or shortfalls. Requests exclude outstanding operating encumbrances, insurance reimbursements, grants, previously approved supplemental appropriations and existing capital projects. Approval of the motion as stated above will allow the Finance Department to increase FY17 revenue and expenses by $340,000. **Unexpended Budget: ~$1,679,000** Less FY16 Carryover Requests: -$173,618 Less FY17 Capital Requests: -$340,000 **FY16 Return to General Fund: ~$1,165,382**
FISCAL IMPACT:	Approval of the motion as stated above will allow the Finance Department to increase FY17 revenue and expenditure budgets equally within the assigned funds.
POLICY IMPACT:	N/A
LEGISLATIVE HISTORY:	Financial Policies – Section 1-10 – BOS Approved September 1, 2010
ENCLOSURES:	• Chart • Office/Departmental Carryover Requests Forms • CIP Request Forms

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

FY16 Unexpended Budget	**$ 1,679,000**

	From FY16 Unexpended	To FY17	For	Amount
A	Cooperative Extension	VCE - Machinery & Equipment	VCE Commercial Kitchen	$ 3,732
B	Treasurer - Postal Services	Treasurer - Contract Services	Treasurer's Office Security	$ 15,000
C	Sheriff's Remaining Budget	Sheriff - Contract Services	Sheriff's Office Security	$ 83,546
D	Registrar - Various Lines	Registrar - PT Salaries & Lease/Rent	Registrar Election Needs	$ 16,500
E	Clerk's Remaining Budget	Clerk - Professional Services	Circuit Court Clerk Security	$ 28,978
F	Judge's Remaining Budget	Cir. Court Judge - Prof. Services	Circuit Court Judge Security	$ 7,862
G	IT Remaining Budget	IT - Professional Services	County Website Upgrades	$ 18,000
			Carryover Subtotal	**$ 173,618**

	From FY16 Unexpended	Amount To Capital Fund	For Project Support	Total
1	Facilities	$30,000	Facility Security Upgrades	$ 30,000
2	Information Technology	$19,983	Munis Modules/Training	$ 137,000
	Finance	$52,285		
	Comm. of the Revenue	$3,705		
	Building Inspections	$3,597		
	Planning	$11,894		
	Public Works	$11,787		
	Various Remaining Balances	$33,749		
3	Facilities	$8,868	Mini-Excavator (FUSD/PW)	$ 50,000
	General Services	$25,077		
	Various Remaining Balances	$16,055		
4	Economic Development	$2,033	PG Electronic Sign	$ 25,000
	Board of Supervisors	$11,636		
	Various Remaining Balances	$11,331		
5	P&R Remaining	$1,589	Pave PG Road to Ball Fields	$ 98,000
	General Services	$96,411		
			Project Support Subtotal	**$ 340,000**

FY16 Unexpended Budget to Fund Balance	**$ 1,165,382**

County of Fluvanna

Carryover Request FY16/17

Office/Department: VA Cooperative Extension

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Bottom Line Total	10084000	VAR.		408101	$ 3,732.52	These leftover funds from VCE-Fluvanna FY16 budget are requested to be carried over to FY17 to complete the Commercial Kitchen Project.
2							
3							
4							
5							
6							

Office/Department: VA Cooperative Extension **Total Carryover Amount Requested: $ 3,732.52**

County of Fluvanna

Carryover Request FY16/17

Office/Department: Treasurer's Office

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Postal Services	10014000	405210		403300	$ 15,000.00	These carryover funds are requested for security system upgrades to the Treasurer and Commissioner of Revenue Building. These upgrades were not originally included in the FY16 or FY17 operating budget. Upgrades are necessary for maintaining the security of the Treasurer's Office & Commissioner of Revenue's Office.
2							
3							
4							
5							
6							

Office/Department: Treasurer's Office **Total Carryover Amount Requested: $ 15,000.00**

County of Fluvanna

Carryover Request FY16/17

Office/Department: Sheriff's Office

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Bottom Line Total	10031000	Var.	10031000	403300	$ 83,546.19	This request is for Security Surveillance and Access control system upgrades. This request is not part of an existing project in the FY16 or FY17 budget, however it has been submitted for the FY18 CIP. Currently, our surveillance and access control systems required upgrade in order to remain functional for this agency's security.
2							
3							
4							
5							
6							

Office/Department: Sheriff's Office **Total Carryover Amount Requested: $ 83,546.19**

County of Fluvanna

Carryover Request FY16/17

Office/Department: Registrar's Office

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Contract Services & Part-Time Salaries	10017000	403300		401300	$ 10,000.00	Funds will be utilized to add additional temporary staff support the upcoming Election.
2	Contract Services & Lease/ Rent	10017000	403300		405410	$ 1,900.00	A new copier was acquired. Funds will be utilized to cover billing of color copies that were used outside of of the old copier contract.
3	Contract Services	10017000	403300			$ 1,000.00	Funds will be utilized to cover Licensing fees for Electronic Pollbooks that will no longer be supported by State Board of Elections.
4	Contract Services	10017000	403300			$ 2,000.00	Funds will be utilized to add additional Election Officers, Rovers and Security for Election Day.
5	Postal Services	10017000	405210			$ 1,100.00	Funds will be utilized to support increased number of requests for mailing of voter card letters, Voter Registration applications, Absent Ballot applications and ballots.
6	Office Supplies	10017000	406001			$ 500.00	Funds will be utilized to purchase additional supplies, i.e. envelopes, ballot boxes, paper, etc in preparation for Election Day.

Office/Department: Registrar's Office **Total Carryover Amount Requested: $ 16,500.00**

County of Fluvanna

Carryover Request FY16/17

Office/Department: Clerk of the Circuit Court

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Various Operating Budget Lines	10023000	VAR.		403100	$ 28,978.23	These funds should be carried forward to support FY17 expenditures towards necessary safety and disaster recovery plans. By July 1, 2017, all Circuit Court Clerks will be required to have a disaster recovery plan in place. Some deficiencies have been identified in the current plant for this office. Security upgrades are also needed to the front counter. *Continued Below*
2							These projects have gone uncompleted due to timing constraints. The deadline for disaster recovery plan was decided by the 2016 General Assembly and therefore could not be considered or completed prior to the end of FY16. New administration has recently discovered the deficiencies in the disaster recover plan and security of the Clerk's Office. These needs were not considered in previous budgets.
3							
4							
5							
6							

Office/Department: Clerk of the Circuit Court **Total Carryover Amount Requested: $ 28,978.23**

County of Fluvanna

Carryover Request FY16/17

Office/Department: Circuit Court Judge's Budget

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Bottom Line Total	10023500	VAR.		408102	$ 7,862.56	These funds should be carried forward out of necessity of funding for Circuit Court's storage needs. An evidence locker is needed to store and secure evidence. Secure storage is also needed to house important files and Judge's case notes.*Continued Below*
2							The project was not completed primarily due to changes within leadership of the Office and Court. In January, Circuit Court welcomed a new Clerk and in June a new resident Judge. Therefore, new administration's needs were not considered for previous budgets.
3							
4							
5							
6							

Office/Department: Circuit Court Judge's Budget **Total Carryover Amount Requested: $ 7,862.56**

County of Fluvanna

Carryover Request FY16/17

Office/Department: IT

	General Ledger Account Title	FY16 Org Code	FY16 Object Code	FY17 Org Code (If Different)	FY17 Object Code (If Different)	Amount Requested	Justification: **Please answer all three questions. Why should these funds be carried forward? Why was the project not completed within FY16? If this request is denied, what impact will it have on this Office/Department's ability to function efficiently?**
1	Various Lines	10015000	Var.		403100	$ 18,000.00	These funds are requested to implement a new county website with improved design, more intuitive navigation, faster speed, mobile device compatibility, increased security, and improved search integration.
2							The new website will also integrate pages for the Sheriff's Office, Economic Development, & Tourism, eliminating the need for separate websites. A much improved website will also create greater transparency for citizens due to staff having the ability make changes in a more timely and effective manner.
3							
4							
5							
6							

Office/Department: IT **Total Carryover Amount Requested: $ 18,000.00**

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	**Facility Security Upgrades**				**Department/Agency Ranking:**		**1**
Department/Agency:	**Public Works / Facilities**		**Contact Person:**	**Wayne Stephens**			
Funding Category:	☒ New Project(FY18-22)	☐ Existing Project(FY18-21)	☐ FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	☐ 1. Natural Environment	☐ 4. Transportation	☐ 7. Parks and Recreation	☐ 10. Education			
	☐ 2. Land Use & Community Design	☐ 5. Economic Development	☐ 8. Housing	☐ 11. Public Safety			
	☐ 3. Infrastructure	☐ 6. Historic Preservation	☐ 9. Human Services	☐ 12. Financial Sustainability			

Section 2 - PROJECT COSTS							
Expenditure Category	**Prospective Vendor (if known)**	**FY2018**	**FY2019**	**FY2020**	**FY2021**	**FY2022**	**FY18-22 Total**
Engineering & Planning							**$ 0**
Construction							**$ 0**
Equipment		$ 30,000					**$ 30,000**
Land Acquisition							**$ 0**
Other (specify)							**$ 0**
Other (specify)							**$ 0**
TOTALS		**$ 30,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 30,000**

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES							
Additional Anticipated Operational Expenses		**FY2018**	**FY2019**	**FY2020**	**FY2021**	**FY2022**	**FY18-22 Total**
Additional Staff Salary							**$ 0**
Benefits	Calculated at 20% of Staff Salary	$ 0	$ 0	$ 0	$ 0	$ 0	**$ 0**
Vehicle							**$ 0**
Vehicle Insurance							**$ 0**
Utilities							**$ 0**
Furniture and Fixtures							**$ 0**
Equipment							**$ 0**
Contractual costs							**$ 0**
Other (specify)							**$ 0**
Total Operational Costs		**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Total Anticipated Operational Revenues							**$ 0**

Project Title:	**Facility Security Upgrades**

Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS

FY 2018:

$30,000 is requested to begin work on facility security upgrades based on the recommendations of Lieutenant Ellis from the Sheriff's Office.

FY 2019:

FY 2020:

FY 2021:

FY 2022:

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	**MUNIS Modules**				**Department/Agency Ranking:**		**1**
Department/Agency:	**County Administration**		**Contact Person:**				
Funding Category:	☒ New Project(FY18-22)	☐ Existing Project(FY18-21)	☐ FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	☐ 1. Natural Environment	☐ 4. Transportation	☐ 7. Parks and Recreation	☐ 10. Education			
	☐ 2. Land Use & Community Design	☒ 5. Economic Development	☐ 8. Housing	☐ 11. Public Safety			
	☐ 3. Infrastructure	☐ 6. Historic Preservation	☐ 9. Human Services	☒ 12. Financial Sustainability			

Section 2 - PROJECT COSTS							
Expenditure Category	**Prospective Vendor (if known)**	**FY2018**	**FY2019**	**FY2020**	**FY2021**	**FY2022**	**FY18-22 Total**
Engineering & Planning							**$ 0**
Construction							**$ 0**
Equipment							**$ 0**
Land Acquisition							**$ 0**
Other (specify)	First Year SAAS Fees	$ 41,858					**$ 41,858**
Other (specify)	License & Implementation Costs	$ 95,038					**$ 95,038**
TOTALS		**$ 136,896**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 136,896**

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES							
Additional Anticipated Operational Expenses		**FY2018**	**FY2019**	**FY2020**	**FY2021**	**FY2022**	**FY18-22 Total**
Additional Staff Salary							**$ 0**
Benefits	Calculated at 20% of Staff Salary	$ 0	$ 0	$ 0	$ 0	$ 0	**$ 0**
Vehicle							**$ 0**
Vehicle Insurance							**$ 0**
Utilities							**$ 0**
Furniture and Fixtures							**$ 0**
Equipment							**$ 0**
Contractual costs			$ 42,898	$ 42,898	$ 42,898	$ 42,898	**$ 171,592**
Other (specify)							**$ 0**
Total Operational Costs		**$ 0**	**$ 42,898**	**$ 42,898**	**$ 42,898**	**$ 42,898**	**$ 171,592**
Total Anticipated Operational Revenues							**$ 0**

Project Title:	**MUNIS Modules**

Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS

FY 2018:

Energov will allow the County's plan review and submittal process to be managed within a browser-based, paperless environment that easily integrates Permitting & Land Management, Licensing & Regulatory Management, and Asset Management. Energov will also allow for collaborative interaction with constituents through seamless integration using EnerGov's Public Portal. eReviews will allow departments to link the digital review process to GIS to allow for geospatial viewing, interaction and reporting which will facilitate a more effective review process.

FY 2019:

Munis Business Licenses will allow the County to create and maintain business licenses for a variety of different procedures. This software would allow for printing of separate documents for licenses and application forms and definition of an extensive number of business categories, business types and statistic codes. This will also allow for a business master record. History and activity reports would also be available for billings, payments and other activities such as inspections or permits.

FY 2020:

Munis Work Orders & Inventory Management will address the needs of a variety of areas. Public Works: road maintenance, capital projects, mowing, paving, snow plowing, etc. Facilities Maintenance: responding to problem reports in buildings, generally via internal departmental requests. Garage/Fleet: maintenance of autos, trucks, buses, and heavy equipment—primarily based on preventive maintenance. Utility Districts: maintenance to existing water/sewer/power lines, construction to expand those lines, and construction associated with individual homes and businesses. IT: maintenance to existing technology assets or equipment primarily based on repair service requests or preventative maintenance.
This system will provide a unique depth of integration with the Munis Financial, Human Resource and Revenue suites resulting in less labor and time, lower inventory usage, fewer journal entries, and reduced billing errors.

FY 2021:

FY 2022:

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	**FUSD Mini-Excavator**					**Department/Agency Ranking:**	**1**
Department/Agency:	**Public Works**			**Contact Person:**	**Wayne Stephens**		
Funding Category:	☒ New Project(FY18-22)	☐ Existing Project(FY18-21)	☐ FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	☐ 1. Natural Environment	☐ 4. Transportation	☐ 7. Parks and Recreation	☐ 10. Education			
	☐ 2. Land Use & Community Design	☐ 5. Economic Development	☐ 8. Housing	☐ 11. Public Safety			
	☒ 3. Infrastructure	☐ 6. Historic Preservation	☐ 9. Human Services	☐ 12. Financial Sustainability			

Section 2 - PROJECT COSTS

Expenditure Category	Prospective Vendor (if known)	FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Engineering & Planning							**$ 0**
Construction							**$ 0**
Equipment		$ 50,000					**$ 50,000**
Land Acquisition							**$ 0**
Other (specify)							**$ 0**
Other (specify)							**$ 0**
TOTALS		**$ 50,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 50,000**

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES

Additional Anticipated Operational Expenses		FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Additional Staff Salary							**$ 0**
Benefits	Calculated at 20% of Staff Salary	$ 0	$ 0	$ 0	$ 0	$ 0	**$ 0**
Vehicle							**$ 0**
Vehicle Insurance							**$ 0**
Utilities							**$ 0**
Furniture and Fixtures							**$ 0**
Equipment							**$ 0**
Contractual costs							**$ 0**
Other (specify)							**$ 0**
Total Operational Costs		**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Total Anticipated Operational Revenues							**$ 0**

Project Title:	**FUSD Mini-Excavator**

Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS

FY 2018:

The existing excavator owned by the County/FUSD is a 30+ year old 62 hp John Deere Loader/Backhoe which is nearing the end of its useful life. It has provided good service over the course of its life, but is actually oversized based on our typical needs. The County bas never owned a trailer/truck combo large enough to transport the backhoe so it has been driven over public roads throughout its life. It is too wide to use on water/sewer lines near the edge of pavement without closing a traffic lane. The request is to purchase a 32-35hp Bobcat Mini-Excavator, which is much better suited for the type of work routinely performed. The County owns a truck and trailer capable of legally transporting the proposed excavator without driving it on the road.

FY 2019:

FY 2020:

FY 2021:

FY 2022:

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	**Electronic Message Board**				**Department/Agency Ranking:**		**1**
Department/Agency:	**Parks and Recreation**		**Contact Person:**	**Aaron Spitzer**			
Funding Category:	☒ New Project(FY18-22)	☐ Existing Project(FY18-21)	☐ FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	☐ 1. Natural Environment	☐ 4. Transportation	☒ 7. Parks and Recreation	☐ 10. Education			
	☐ 2. Land Use & Community Design	☐ 5. Economic Development	☐ 8. Housing	☐ 11. Public Safety			
	☐ 3. Infrastructure	☐ 6. Historic Preservation	☐ 9. Human Services	☐ 12. Financial Sustainability			

Section 2 - PROJECT COSTS

Expenditure Category	Prospective Vendor (if known)	FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Engineering & Planning							**$ 0**
Construction							**$ 0**
Equipment		$ 25,000					**$ 25,000**
Land Acquisition							**$ 0**
Other (specify)							**$ 0**
Other (specify)							**$ 0**
TOTALS		**$ 25,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 25,000**

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES

Additional Anticipated Operational Expenses		FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Additional Staff Salary							**$ 0**
Benefits	Calculated at 20% of Staff Salary	$ 0	$ 0	$ 0	$ 0	$ 0	**$ 0**
Vehicle							**$ 0**
Vehicle Insurance							**$ 0**
Utilities		$ 100	$ 100	$ 100	$ 100	$ 100	**$ 500**
Furniture and Fixtures							**$ 0**
Equipment							**$ 0**
Contractual costs							**$ 0**
Other (specify)							**$ 0**
Total Operational Costs		**$ 100**	**$ 100**	**$ 100**	**$ 100**	**$ 100**	**$ 500**
Total Anticipated Operational Revenues							**$ 0**

Project Title:	**Electronic Message Board**

Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS

FY 2018:

This CIP is for an electronic message board for the entrance of Pleasant Grove Park. It was planned ahead and there is electricity already at the site where the board would be placed underneath the existing Pleasant Grove Park entrance sign. This board will have a high definition display with the capability to be controlled by Parks and Recreation from the Pleasant Grove House Museum. Having this message board will also allow for advertisements for events happening at the park and would eliminate the banner signs that are placed along Rt. 53 weeks before an event takes place.

FY 2019:

FY 2020:

FY 2021:

FY 2022:

FY2018-2022 CAPITAL IMPROVEMENT PLAN REQUEST

Fluvanna County

Section 1 - PROJECT INFORMATION							
Project Title:	**Pave Roads at Pleasant Grove**				**Department/Agency Ranking:**		**1**
Department/Agency:	**Public Works**		**Contact Person:**	**Wayne Stephens**			
Funding Category:	☒ New Project(FY18-22)	☐ Existing Project(FY18-21)	☐ FY17 Project (Add'l Funding)				
Applicable Comprehensive Plan Chapter(s):	☐ 1. Natural Environment	☐ 4. Transportation	☐ 7. Parks and Recreation	☐ 10. Education			
	☐ 2. Land Use & Community Design	☐ 5. Economic Development	☐ 8. Housing	☐ 11. Public Safety			
	☒ 3. Infrastructure	☐ 6. Historic Preservation	☐ 9. Human Services	☐ 12. Financial Sustainability			

Section 2 - PROJECT COSTS

Expenditure Category	Prospective Vendor (if known)	FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Engineering & Planning							**$ 0**
Construction		$ 98,000					**$ 98,000**
Equipment							**$ 0**
Land Acquisition							**$ 0**
Other (specify)							**$ 0**
Other (specify)							**$ 0**
TOTALS		**$ 98,000**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 98,000**

Section 3 - PROJECTED OPERATIONAL COSTS & REVENUES

Additional Anticipated Operational Expenses		FY2018	FY2019	FY2020	FY2021	FY2022	FY18-22 Total
Additional Staff Salary							**$ 0**
Benefits	Calculated at 20% of Staff Salary	$ 0	$ 0	$ 0	$ 0	$ 0	**$ 0**
Vehicle							**$ 0**
Vehicle Insurance							**$ 0**
Utilities							**$ 0**
Furniture and Fixtures							**$ 0**
Equipment							**$ 0**
Contractual costs							**$ 0**
Other (specify)							**$ 0**
Total Operational Costs		**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Total Anticipated Operational Revenues							**$ 0**

Project Title:	**Pave Roads at Pleasant Grove**

Section 4 - PROJECT DESCRIPTIONS OR SPECIAL EXPLANATIONS

FY 2018:

Funds are requested to be carried over to pave part of a gravel access road at Pleasant Grove Park. This section of the existing driveways at the park carries traffic from the entry road to the multi-use and baseball fields. As playing field usage, and therefore traffic, has increased over the last few years, dust raised by vehicles has become a source of complaints by [park users, as has the overall condition and width of the "road. The requested funds will cover excavation to +/- 6 " of below grade along the existing road at a width of 18', installation and grading of a 6" thick layer of base-gravel, a 2" thick base-asphalt layer, 1" thick asphalt top-coat. The estimate is based on "grading in place" and does not include designing and constructing the road to VDOT standards for vertical and horizontal curves.

FY 2019:

FY 2020:

FY 2021:

FY 2022:

TAB O

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Special Meeting Minutes of September 21, 2016, Elected Officials Breakfast.				
MOTION(s):	**I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, September 21, 2016 Special Meeting, be adopted.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for September 21, 2016				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS
SPECIAL MEETING MINUTES
Breakfast Meeting with State and Federal Elected Officials
Fluvanna County Library
September 20, 2016

MEMBERS PRESENT: Mike Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District

MEMBERS ABSENT: Donald W. Weaver, Cunningham District

ALSO PRESENT: Jeff Haislip, Commonwealth's Attorney
Eric Hess, Sheriff
Linda Lenherr, Treasurer
Andrew M. Sheridan, Commissioner of the Revenue
Carol Tracy Carr, Fluvanna School Board, Rivanna District
Perrie Johnson, Fluvanna School Board, Fork Union
Gena Keller, FCPS Superintendent
Steven M. Nichols, County Administrator
Martin Brookhart, Management Analyst
Eric Dahl, Deputy County Administrator and Finance Director
Kelly Belanger Harris, Clerk to the Board of Supervisors
Dr. Jacqueline Meyers, CSA Coordinator
Gail Parrish, Human Resources Manager
Jason Smith, Community and Economic Development Director
Aaron Spitzer, Director of Parks and Recreation
Wayne Stephens, County Engineer and Director of Public Works
Captain David Wells, Sheriff's Office, Field Operations

CALL TO ORDER
Jason Smith, Community and Economic Development Director welcomed the attendees to the 2016 Elected Officials Breakfast. At 8:46am, Mr. Smith turned the meeting over to Chair Sheridan, who called the Special Meeting with Local State and Federal Elected Officials to order.

Chair Sheridan invited all those in attendance to introduce themselves.

DISCUSSION
Mr. Steven M. Nichols, County Administrator, introduced the topics for the meeting. Among those discussed were:

- State Budget, $1.2 billion in state budget gap over FY17 and FY18
- Wireless Infrastructure
- Local Law Enforcement: Salaries, State Training Opportunities, Long Distance Transports Under Temporary Detention Order (TDO), mental health training.
- Emergency Services Network
- CSA: continuing problem with young people in the system being separated by distance from their families, more facilities, better access,
- Commonwealth's Attorneys: work-load, training, State Lab backlog, increasing region-wide opioid addiction epidemic
- Public Schools: remaining competitive with private schools in the area, leading to a competitive workforce
- Zion Crossroads Economic Development Opportunities, Partnerships, and Marketing Initiatives.

CONCLUSION AND ADDITIONAL COMMENTS
Chair Sheridan thanked all in attendance, with special gratitude to Representative Ware and Representative Bell, Mr. Scott Leake from Congressman Hurt's office, and Mr. Kevin Reynolds from Senator Tom Garrett's office.

ADJOURN
MOTION:
At 10:06am, with no dissent, Chair Sheridan adjourned the Special Meeting.

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

_____ _____
Kelly Belanger Harris John M. Sheridan
Clerk to the Board Chair

DRAFT

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

TAB P

MEMORANDUM

Date: October 19, 2016
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for September 2016**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	$1,217,250.12
Capital Improvements	$909,600.12
Debt Service	$483,794.70
Sewer	$15,799.76
Fork Union Sanitary District	$14,258.26
TOTAL AP EXPENDITURES	**$2,640,702.96**
Payroll	$719,726.88
TOTAL	**$3,360,429.84**

MOTION

I move the Accounts Payable and Payroll be ratified for **September 2016** in the amount of **$3,360,429.84.**

Encl:
AP Report

County of Fluvanna
Accounts Payable List

From Date: 9/1/2016
To Date: 9/30/2016

Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
Fund # - 100 GENERAL FUND						
GENERAL FUND						
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 090916	000000046021	9/8/2016	9/23/2016	215.00
HERBERT L BESKIN, TRUSTEE	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 092316	000000046349	9/22/2016	9/23/2016	215.00
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 092316	000000046350	9/22/2016	9/23/2016	108.45
MINNESOTA LIFE INS. CO	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 090916	000000046022	9/8/2016	9/23/2016	114.18
FOSTER FUELS	CUSTOMERS	SIGN DEPOSIT	091516	9/16/2016	9/22/2016	90.00
VIRGINIA ELECTRIC & POWER COMPANY	PLANNING ESCROW	REFUND FOR CASH EROSION BOND	091316	9/13/2016	9/15/2016	29,046.00
TREASURER OF VIRGINIA	SHERIFF'S FEE PAY TO C/W	SHERIFF FEES	78220	9/30/2016	9/30/2016	24.00
VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 090916	000000046023	9/8/2016	9/23/2016	364.39
VACORP	CLEARING ACCOUNT-	Payroll Run 1 - Warrant 092316	000000046351	9/22/2016	9/23/2016	364.82
					Total:	**$30,541.84**
REAL ESTATE TAXES						
COSNER, ERICK & MARY	R E 2013 - 1ST	RE 2013 12-A-9A - CHANGE IN SQ FT	45765	8/26/2016	9/2/2016	17.31
COSNER, ERICK & MARY	R E 2013 - 2ND	RE 2013 12-A-9A - CHANGE IN SQ FT	45765	8/26/2016	9/2/2016	17.31
COSNER, ERICK & MARY	R E 2014 - 1ST	RE 2014 12-A-9A CHANGE IN SQ FT	45767	8/26/2016	9/2/2016	19.16
COSNER, ERICK & MARY	R E 2014 - 2ND	RE 2014 12-A-9A CHANGE IN SQ FT	45767	8/26/2016	9/2/2016	19.16
COSNER, ERICK & MARY	R E 2015 - 1ST	RE 2015 12-A-9A CHANGE IN SQ FT	45769	8/26/2016	9/2/2016	25.18
COSNER, ERICK & MARY	R E 2015 - 2ND	RE 2015 12-A-9A CHANGE IN SQ FT	45769	8/26/2016	9/2/2016	25.16
JACKSON, THELMA P	R E 2015 - 1ST	RE 2015 24-A-7A	45770	8/26/2016	9/2/2016	134.85
MC DANIEL, DEBORAH L.	R E 2013 - 1ST	RE 2013 18A-10-257	45766	8/26/2016	9/2/2016	64.00
MC DANIEL, DEBORAH L.	R E 2013 - 2ND	RE 2013 18A-10-257	45766	8/26/2016	9/2/2016	64.00
MC DANIEL, DEBORAH L.	R E 2014 - 1ST	RE 2014 18A-10-257	45768	8/26/2016	9/2/2016	70.84
MC DANIEL, DEBORAH L.	R E 2014 - 2ND	RE 2014 18A-10-257	45768	8/26/2016	9/2/2016	70.84
MC DANIEL, DEBORAH L.	R E 2015 - 1ST	RE 2015 18A-10-257	45771	8/26/2016	9/2/2016	104.28
MC DANIEL, DEBORAH L.	R E 2015 - 2ND	RE 2015 18A-10-257	45771	8/26/2016	9/2/2016	104.29
					Total:	**$736.38**
PERSONAL PROPERTY TAXES						
ACAR LEASING LTD	P P 2016 - 1ST	PP 2016 49 - PPTR REFUND VIN 0740	45776	8/26/2016	9/2/2016	184.88
CASON, SHARON TRADER	P P 2016 - 1ST	PP 2016 6142	45777	8/26/2016	9/2/2016	127.25
FLORES, VERONICA BALAGTAS	P P 2016 - 1ST	PP 2016 215028	45778	8/26/2016	9/2/2016	52.49
HVT INC AS TRUSTEE FOR HONDA LEASE	P P 2015 - 1ST	PP 2015 198041-PPTR ON VIN 0469	45773	8/26/2016	9/2/2016	170.83
HVT INC AS TRUSTEE FOR HONDA LEASE	P P 2015 - 2ND	PP 2015 198041-PPTR ON VIN 0469	45773	8/26/2016	9/2/2016	170.84
HYUNDAI LEASE TITLING TRUST	P P 2016 - 1ST	PP 2016 220318 - PPTRA VIN 6115	45779	8/26/2016	9/2/2016	148.92
JPMORGAN CHASE BANK NA	P P 2016 - 1ST	PP 2016 228076-2016 MAZDA PPTR	45780	8/26/2016	9/2/2016	184.87
TOYOTA LEASE TRUST	P P 2015 - 1ST	PP 2015 228960-PPTR FOR VIN 8017	45774	8/26/2016	9/2/2016	200.10
TOYOTA LEASE TRUST	P P 2015 - 2ND	PP 2015 228960-PPTR FOR VIN 8017	45774	8/26/2016	9/2/2016	200.10
WOODS, MICHAEL BOYD	P P 2015 - 1ST	PP 2015 229160 2008 Honda Refund	45775	8/26/2016	9/2/2016	67.53
					Total:	**$1,507.81**

County of Fluvanna
Accounts Payable List

From Date: 9/1/2016
To Date: 9/30/2016

Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount
PROPERTY TAX PENALTIES & INT						
FLORES, VERONICA BALAGTAS	PENALTIES-ALL PROPERTY	PP 2016 215028	45778	8/26/2016	9/2/2016	15.05
WOODS, MICHAEL BOYD	PENALTIES-ALL PROPERTY	PP 2015 229160 2008 Honda Refund	45775	8/26/2016	9/2/2016	55.29
					Total:	**$70.34**
OTHER LOCAL TAXES						
CASON, SHARON TRADER	ADMIN FEE VEHICLE LICENSE	PP 2016 6142	45777	8/26/2016	9/2/2016	33.00
FLORES, VERONICA BALAGTAS	ADMIN FEE VEHICLE LICENSE	PP 2016 215028	45778	8/26/2016	9/2/2016	33.00
HINEMAN, JOHNNIE LYNN	ADMIN FEE VEHICLE LICENSE	PP 2015 222897	45772	8/26/2016	9/2/2016	20.76
WOODS, MICHAEL BOYD	ADMIN FEE VEHICLE LICENSE	PP 2015 229160 2008 Honda Refund	45775	8/26/2016	9/2/2016	33.00
					Total:	**$119.76**
PERMITS/FEES/LICENSES						
LIBERY HOMES	BUILDING PERMITS	BLDG PERMIT REFUND	091316 1	9/13/2016	9/22/2016	852.29
					Total:	**$852.29**
BOARD OF SUPERVISORS						
BANK OF AMERICA	ADVERTISING	P-CARD	083116	8/31/2016	9/22/2016	149.95
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	225.00
BANK OF AMERICA	OTHER OPERATING	P-CARD	083116	8/31/2016	9/22/2016	41.77
FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	201636-9	9/1/2016	9/15/2016	166.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	3.72
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	219.93
					Total:	**$806.37**
COUNTY ADMINISTRATOR						
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	225.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	280.00
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	171.03
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	9.84
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	13.51
KODIAK, LLC.	LEASE/RENT	SHRED	58671	9/13/2016	9/15/2016	35.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	36.83
PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3301346855	9/1/2016	9/15/2016	595.68
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	I3464300-16	9/1/2016	9/15/2016	94.80
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	28.66
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	100.99
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	38.19
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	59.95
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19252840	8/24/2016	9/2/2016	192.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	19309980	8/31/2016	9/8/2016	47.59
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19412053	9/21/2016	9/29/2016	257.80

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					Total:	**$2,186.87**
COUNTY ATTORNEY						
PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	1118885 118899	9/6/2016	9/15/2016	22.68
PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	1118885 118899	9/6/2016	9/15/2016	27,446.50
					Total:	**$27,469.18**
COMMISSIONER OF THE REVENUE						
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	5.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	16.40
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	22.51
COMMISSIONERS OF THE REVENUE	CONVENTION AND	CENTRAL DISTRICT MEETING	091216	9/12/2016	9/15/2016	60.00
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	53.16
KODIAK, LLC.	LEASE/RENT	SHRED	58671	9/13/2016	9/15/2016	15.00
MATTHEW BENDER & CO INC	PRINTING AND BINDING	VA TAXATION	083116	9/1/2016	9/15/2016	76.95
NATIONAL APPRAISAL GUIDES	OFFICE SUPPLIES	SUBSCRIPTION RENEWAL	317080 0913	9/13/2016	9/22/2016	100.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE/COR	090216	9/1/2016	9/8/2016	1,240.00
PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3301334323	8/31/2016	9/15/2016	458.88
RECTOR & VISITORS OF THE UNIVERSITY OF	DUES OR ASSOCIATION	CERTIFICATION FEE	01	8/5/2016	9/2/2016	75.00
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	WATER	i4232210-16	9/1/2016	9/15/2016	30.46
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	5.18
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	81.82
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	122.72
STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET MEMBERSHIP	8700	8/31/2016	9/15/2016	300.00
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	28.84
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	49.95
					Total:	**$2,741.87**
REASSESSMENT						
BLUE RIDGE MASS APPRAISAL	PROFESSIONAL SERVICES	TOTAL PARCELS RETAINAGE	70497	8/15/2016	9/2/2016	37,254.25
BLUE RIDGE MASS APPRAISAL	PROFESSIONAL SERVICES	PARCELS RETAINAGE	70499	9/19/2016	9/29/2016	22,969.10
					Total:	**$60,223.35**
TREASURER						
BMS DIRECT	POSTAL SERVICES	PP POSTAGE 2ND HALF	78218	9/19/2016	9/19/2016	6,285.00
BMS DIRECT	POSTAL SERVICES	R E 2ND HALF POSTAGE	78219	9/19/2016	9/19/2016	3,184.40
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1544-2016	8/18/2016	9/8/2016	550.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1560-2016	9/2/2016	9/22/2016	350.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1575-2016	9/16/2016	9/29/2016	225.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1573-2016	9/15/2016	9/29/2016	400.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1569-2016	9/11/2016	9/29/2016	475.00
BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1570-2016	9/12/2016	9/29/2016	500.00

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CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	19.68
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	27.03
KODIAK, LLC.	LEASE/RENT	SHRED	58671	9/13/2016	9/15/2016	35.00
SHENANDOAH VALLEY WATER	LEASE/RENT	TREASURER	I3464500-16	9/1/2016	9/8/2016	40.50
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	22.26
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	49.95
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19303954	8/30/2016	9/8/2016	131.38
VIRGINIA DEPT. OF MOTOR VEHICLES	DMV-ONLINE	ACCT 546001282025	090116	9/1/2016	9/15/2016	40.00
					Total:	**$12,335.20**
INFORMATION TECHNOLOGY						
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	8.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	14.99
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	19.99
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	40.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	114.95
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	115.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	154.52
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	299.00
BANK OF AMERICA	ADP SERVICES	P-CARD	083116	8/31/2016	9/22/2016	447.00
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	11.97
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	17.54
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	27.17
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	33.27
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	56.34
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	61.53
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	110.90
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	122.04
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	126.91
BANK OF AMERICA	ADP SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	172.39
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083116	8/31/2016	9/22/2016	199.00
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083116	8/31/2016	9/22/2016	451.12
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	7.50
BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD	083116	8/31/2016	9/22/2016	354.00
CDW GOVERNMENT, INC.	ADP SERVICES	ACRO DC PRO UPG	FHD0071	9/9/2016	9/29/2016	168.38
CDW GOVERNMENT, INC.	ADP SUPPLIES	APPLE MINI AND CASE	FGZ6851	9/8/2016	9/29/2016	76.02
CDW GOVERNMENT, INC.	EDP EQUIPMENT	APPLE IPAD	FJL3875	9/15/2016	9/29/2016	486.29
CDW GOVERNMENT, INC.	EDP EQUIPMENT	APPLE MINI AND CASE	FGZ6851	9/8/2016	9/29/2016	488.94
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	6.56
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	9.00
SHAREFILE	ADP SERVICES	ANNUAL BILLING	89817	9/28/2016	9/29/2016	1,376.40
STAPLES CONTRACT & COMMERCIAL, INC.	FURNITURE & FIXTURES	SUPPLIES	8040710598	8/27/2016	9/15/2016	199.95

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TYLER TECHNOLOGIES	ADP SERVICES	APP SERVICES	045-167751	8/15/2016	9/2/2016	31,274.50
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	1,992.46
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	149.91
					Total:	**$39,193.54**
FINANCE						
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	35.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	190.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	16.42
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	22.51
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	82.22
RICHMOND TIMES-DISPATCH	ADVERTISING	PROPOSALS FOR FINANCIAL ADVISOR SVCS	6018730 0801	8/31/2016	9/15/2016	159.80
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	27.79
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19412054	9/21/2016	9/29/2016	169.45
					Total:	**$703.19**
REGISTRAR/ELECTORAL BOARD						
AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR METER	073621	9/6/2016	9/15/2016	1,874.16
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	($199.18)
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	5.45
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	5.60
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	12.74
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	26.22
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	28.24
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	39.48
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	40.45
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	128.00
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	299.33
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	381.16
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	580.34
BENJ. FRANKLIN PRINTING CO.	OFFICE SUPPLIES	OUTLOOK ENVELOPES	37118	9/8/2016	9/15/2016	204.10
ELECTION SERVICES ONLINE	CONTRACT SERVICES	HARDWARE WARRANTY	1407	9/26/2016	9/29/2016	4,585.00
SHENANDOAH VALLEY WATER	LEASE/RENT	REGISTRARS	I4031010-16	9/1/2016	9/8/2016	24.57
STAPLES CONTRACT & COMMERCIAL, INC.	FURNITURE & FIXTURES	SUPPLIES	8040710598	8/27/2016	9/15/2016	133.75
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	132.10
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	21.95
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	49.95
					Total:	**$8,373.41**
HUMAN RESOURCES						
BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD	083116	8/31/2016	9/22/2016	72.90
BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD	083116	8/31/2016	9/22/2016	106.50

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BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD	083116	8/31/2016	9/22/2016	182.76
BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD	083116	8/31/2016	9/22/2016	427.82
BANK OF AMERICA	EMPLOYEE RECOGNITION	P-CARD	083116	8/31/2016	9/22/2016	511.45
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	3.28
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	4.50
PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	BROKER AND ENROLLENT SYSTEM FEE	3 FLUVANNA	9/1/2016	9/8/2016	1,242.00
PROTECT YOUTH SPORTS	RECRUITMENT	BACKGROUND CHECK	454814	9/1/2016	9/2/2016	22.00
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	29.25
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	461.29
THE BBQ CONNECTION LLC	EMPLOYEE RECOGNITION	EMPLOYEE AWARDS DINNER	092616	9/26/2016	9/29/2016	2,080.00
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PRINTER	19271880	8/24/2016	9/2/2016	44.80
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19428508	9/21/2016	9/29/2016	46.06
					Total:	**$5,234.61**
GENERAL DISTRICT COURT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309871364 0816	8/16/2016	9/2/2016	230.20
PITNEY BOWES	MAINTENANCE CONTRACTS	LEASE CHARGES	3301353693	9/12/2016	9/22/2016	180.00
SHENANDOAH VALLEY WATER	MAINTENANCE CONTRACTS	WATER	I70017350-16	9/1/2016	9/15/2016	12.00
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	26.77
VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER	19281249	8/24/2016	9/2/2016	161.51
					Total:	**$610.48**
COURT SERVICE UNIT						
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	13.12
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	18.01
DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	083116	8/31/2016	9/2/2016	22.68
SHENANDOAH VALLEY WATER	LEASE/RENT	COURT	I5790520-16	9/2/2016	9/8/2016	31.25
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	36.89
					Total:	**$121.95**
CLERK OF THE CIRCUIT COURT						
CASKIE GRAPHICS, INC.	PRINTING AND BINDING	PUNCHED PAPER	32268	8/25/2016	9/8/2016	160.80
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	26.27
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	36.02
CHARLOTTESVILLE OFFICE MACHINE	BLDGS EQUIP REP & MAINT	DATE STAMPER	671370	9/13/2016	9/22/2016	175.00
FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE FEES	083116	8/29/2016	9/8/2016	70.88
KODIAK, LLC.	LEASE/RENT	SHRED	58671	9/13/2016	9/15/2016	15.00
LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	SERVICES PER CONTRACT	48647	9/15/2016	9/22/2016	2,541.67
SHENANDOAH VALLEY WATER	OFFICE SUPPLIES	CIRCUIT COURT	I24843500-16	9/1/2016	9/8/2016	58.45
STAPLES CONTRACT & COMMERCIAL, INC.	FURNITURE & FIXTURES	SUPPLIES	8040710598	8/27/2016	9/15/2016	73.49
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	20.37
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	51.94

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STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	70.45
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	106.43
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	30.58
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19376910	9/13/2016	9/22/2016	197.78
VIRGINIA COURT CLERKS' ASSOCIATION	CONVENTION AND	ENROLLMENT IN CAREER DEVELOPMENT	090216	9/2/2016	9/8/2016	550.00
					Total:	**$4,185.13**
CIRCUIT COURT JUDGE						
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	8.87
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	17.95
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	9.84
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	13.51
AARON C. GODDIN	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-10	9/20/2016	9/22/2016	30.00
ASHLEA L. FARRISH	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-8	9/20/2016	9/22/2016	30.00
CHERYL L. WELLS	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-25	9/20/2016	9/22/2016	30.00
CYNTHIA M. DIGGES	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-5	9/20/2016	9/22/2016	30.00
CYNTHIA R. WESTMORELAND	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-26	9/20/2016	9/22/2016	30.00
GAIL S. WARD	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-23	9/20/2016	9/22/2016	30.00
JAN M. PAVLACKA	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-18	9/20/2016	9/22/2016	30.00
JEFFREY E. MCDONALD	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-14	9/20/2016	9/22/2016	30.00
JOAN YVONNE D. ARMSTRONG	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-1	9/20/2016	9/22/2016	30.00
JOSEPH CARACCIOLO	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-3	9/20/2016	9/22/2016	30.00
JULIA E. GENTRY	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-9	9/20/2016	9/22/2016	30.00
KATHLEEN SMITH	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-21	9/20/2016	9/22/2016	30.00
KATLYN E. ELLIOTT	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-7	9/20/2016	9/22/2016	30.00
KATRINA M. DITTA	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-6	9/20/2016	9/22/2016	30.00
MARGARET W. BURTON	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-2	9/20/2016	9/22/2016	30.00
MARK TERRELL	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-22	9/20/2016	9/22/2016	30.00
MARY L. WEAVER	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-24	9/20/2016	9/22/2016	30.00
MAURICE W. PERKINS	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-19	9/20/2016	9/22/2016	30.00
PAIGE B. NOLTE	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-15	9/20/2016	9/22/2016	30.00
ROBERT A. REJONIS, JR	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-20	9/20/2016	9/22/2016	30.00
SARAH J. HARPER	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-11	9/20/2016	9/22/2016	30.00
SHANNON D. CHRISTIAN	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-4	9/20/2016	9/22/2016	30.00
THOMAS L. OLSON	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-16	9/20/2016	9/22/2016	30.00
TONYA C. HOPKINS	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-12	9/20/2016	9/22/2016	30.00
TORRI C. LIDEN	COMPENSATION-CIVIL	JURY DUTY 9/20/16	15CL55-13	9/20/2016	9/22/2016	30.00
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	19.98
					Total:	**$820.15**
COMMONWEALTH ATTY						
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	9.92

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301	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	11.19
302	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	11.97
303	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	25.90
304	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	27.91
305	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	50.00
306	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	53.60
307	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	308.46
308	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	398.86
309	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	684.93
310	BRIGHT IDEAS, LLC	OTHER OPERATING	JAVALINA SPLASH PEN	24839-1	9/13/2016	9/15/2016	146.98
311	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	16.40
312	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	22.51
313	JEFF HAISLIP	CONVENTION AND	MILEAGE	092316	9/27/2016	9/29/2016	122.91
314	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	VA CRIM & TRAF LAW16 EBOOK	85575658	8/18/2016	9/15/2016	122.83
315	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	1.78
316	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	I3547800-16	9/1/2016	9/15/2016	28.60
317	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	6.98
318	STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	45.15
319	VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	24.82
320	VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	49.95
321						**Total:**	**$2,171.65**
322							
323	**SHERIFF**						
324	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306623860883	8/31/2016	9/2/2016	10.52
325	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306624561204	9/1/2016	9/8/2016	7.35
326	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	PARTS	7306625961711	9/15/2016	9/22/2016	6.50
327	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306625961705	9/15/2016	9/22/2016	9.19
328	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	OIL FILTER	7306625761611	9/15/2016	9/22/2016	12.41
329	ADVANCE AUTO PARTS	VEHICLES REP & MAINT	BRAKE PADS	7306625961709	9/15/2016	9/22/2016	106.24
330	AT&T 286-3642	TELECOMMUNICATIONS	LONG DISTANCE	7305055828001 0916	9/6/2016	9/29/2016	5.10
331	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	35.06
332	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	75.00
333	BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	365.00
334	BANK OF AMERICA	OTHER OPERATING	P-CARD	083116	8/31/2016	9/22/2016	24.00
335	BANK OF AMERICA	OTHER OPERATING	P-CARD	083116	8/31/2016	9/22/2016	71.92
336	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	($341.58)
337	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	28.43
338	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	94.48
339	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	224.60
340	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	341.58
341	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	083116	8/31/2016	9/22/2016	1,335.72
342	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	083116	8/31/2016	9/22/2016	64.25

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343	BANK OF AMERICA	UNIFORM/WEARING	P-CARD	083116	8/31/2016	9/22/2016	36.00
344	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	083116	8/31/2016	9/22/2016	5.00
345	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	16.00
346	BROWN HONDA-DODGE	VEHICLE/POWER EQUIP	MODULE FEE	66527	9/23/2016	9/29/2016	233.60
347	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	082916	8/31/2016	9/2/2016	42.00
348	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	082416	8/24/2016	9/2/2016	84.00
349	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	090616	9/6/2016	9/22/2016	80.00
350	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	091516	9/15/2016	9/29/2016	42.00
351	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	091916	9/19/2016	9/29/2016	84.00
352	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	26.25
353	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309797542 0816	8/16/2016	9/2/2016	159.91
354	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	310191749 0816	8/16/2016	9/2/2016	968.77
355	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309903768 0907	9/7/2016	9/22/2016	147.98
356	CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	36.02
357	DEPT OF VA STATE POLICE	OTHER OPERATING	FINGERPRINT SEARCHES	687890	9/1/2016	9/15/2016	296.00
358	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-301947	8/31/2016	9/15/2016	34.78
359	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-301908	8/31/2016	9/15/2016	60.24
360	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-302029	9/2/2016	9/15/2016	69.46
361	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-302031	9/2/2016	9/15/2016	129.75
362	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	SUPPLIES	015-302030	9/2/2016	9/15/2016	160.64
363	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	BRAKE PARTS	015-302746	9/17/2016	9/29/2016	125.77
364	FISHER AUTO PARTS, INC.	VEHICLES REP & MAINT	PARTS	015-301544	8/23/2016	9/2/2016	157.58
365	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	STEP LADDER	55076	8/30/2016	9/2/2016	49.99
366	FRF, INC.	OFFICE SUPPLIES	WALL BRACKET	34462	9/9/2016	9/22/2016	8.00
367	GALLS, LLC.	OTHER OPERATING	UNIFORMS	006028765	9/9/2016	9/22/2016	46.00
368	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	3,890.82
369	JOHN WINN	VEHICLES REP & MAINT	WINDSHIELD	2113	8/5/2016	9/2/2016	244.29
370	KODIAK, LLC.	LEASE/RENT	SHRED	58671	9/13/2016	9/15/2016	35.00
371	NWG SOLUTIONS, LLC.	COMMUNICATIONS	DELL DESKTOP	38884	9/12/2016	9/22/2016	596.75
372	PALMYRA AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CHANGE OIL	61591	9/1/2016	9/8/2016	44.00
373	PANTOPS LUBE INC	VEHICLES REP & MAINT	SAFETY INSPECTION	1924	9/4/2016	9/8/2016	16.00
374	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3301335608	8/31/2016	9/15/2016	192.00
375	PSYCHOLOGICAL HEALTH ROANOKE PC	PROFESSIONAL SERVICES	PSYCH TESTING	090116	9/1/2016	9/15/2016	85.00
376	PSYCHOLOGICAL HEALTH ROANOKE PC	PROFESSIONAL SERVICES	PSYCH TESTING	090116 1	9/1/2016	9/15/2016	85.00
377	SHENANDOAH VALLEY WATER	LEASE/RENT	WATER	I3822710-16	9/1/2016	9/15/2016	158.80
378	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	1001734	8/25/2016	9/2/2016	14.00
379	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/INSPECTION	1001732	8/25/2016	9/2/2016	30.00
380	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001733	8/24/2016	9/2/2016	90.00
381	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001735	9/1/2016	9/8/2016	16.00
382	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001736	9/1/2016	9/8/2016	16.00
383	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001737	9/1/2016	9/8/2016	16.00
384	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE	1001739	9/15/2016	9/29/2016	14.00

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SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001741	9/19/2016	9/29/2016	16.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	OIL CHANGE/TIRE ROTATION	1001738	9/13/2016	9/29/2016	34.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001740	9/15/2016	9/29/2016	94.00
SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	TOWING	092016	9/20/2016	9/29/2016	100.00
TOWN GUN SHOP, INC.	POLICE SUPPLIES	HL2PP2CSOM HI-LITE BALLISTICS W/CARRIER	R80207	8/25/2016	9/8/2016	679.70
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	474.28
VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	METER	160908-0054	9/8/2016	9/22/2016	85.54
VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	74061266	9/25/2016	9/29/2016	18.62
VERIZON	TELECOMMUNICATIONS	PHONE BILL	9771661576	9/8/2016	9/22/2016	1,893.78
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19320249	9/1/2016	9/15/2016	77.72
VIRGINIA DEPT. OF MOTOR VEHICLES	POLICE SUPPLIES	SPECIAL ID	16244676	8/31/2016	9/15/2016	10.00
WAGNER'S MOBILE GLASS & MIRROR	VEHICLES REP & MAINT	CAR MAINTENANCE	082616	8/5/2016	9/2/2016	45.00
WELLS FARGO VENDOR FIN SERV	LEASE/RENT	COPIER	65416184	8/21/2016	9/2/2016	77.73
WEST RIVER AUTO	VEHICLES REP & MAINT	REPLACED SENSOR	32815	9/2/2016	9/8/2016	24.75
WEST RIVER AUTO	VEHICLES REP & MAINT	REPLACED REAR BRAKES	32766	9/2/2016	9/8/2016	198.00
WEST RIVER AUTO	VEHICLES REP & MAINT	OIL FILTER	32882	9/21/2016	9/29/2016	15.70
					Total:	**$14,963.99**
E911						
BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	083116	8/31/2016	9/22/2016	216.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	3.28
CENTURYLINK	TELECOMMUNICATIONS	SHERIFF'S OFFICE	310214091 0819	8/19/2016	9/2/2016	960.80
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	4.50
CLEAR COMMUNICATIONS AND	BLDGS EQUIP REP & MAINT	REPAIRS AND LABOR	108790	6/2/2016	9/22/2016	367.50
EMERGENCY COMMUNICATIONS NETWORK,	MAINTENANCE CONTRACTS	CODE RED EXT	ECN-024315	8/25/2016	9/22/2016	4,400.00
JOEL A. ZELINSKY	E911 NEW ROAD SIGNS	ADDRESS PLATES	2697	8/24/2016	9/2/2016	1,648.35
M & N INDUSTRIES, INC.	E911 NEW ROAD SIGNS	SIGN BRACKETS	6832	8/31/2016	9/8/2016	1,253.00
NWG SOLUTIONS, LLC.	CONTRACT SERVICES	MANAGED SERVICES	38723	8/31/2016	9/8/2016	875.00
NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	MANAGED SERVICES	38723	8/31/2016	9/8/2016	1,103.70
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	84.79
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	18.72
VERIZON	TELECOMMUNICATIONS	PHONE BILL	9771661576	9/8/2016	9/22/2016	349.90
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19320249	9/1/2016	9/15/2016	77.73
					Total:	**$11,363.27**
FIRE AND RESCUE SQUAD						
LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE ASSN	FIRE RESCUE QUARTERLY	LM2 100116	9/21/2016	9/29/2016	51,884.75
LAKE MONTICELLO FIRE & RESCUE	FIRE & RESCUE CAPITAL	FIRE RESCUE QUARTERLY	LM2 100116	9/21/2016	9/29/2016	55,000.00
					Total:	**$106,884.75**
FOREST WARDEN						
STATE FORESTER	FOREST FIRE SUPPRESSION	COUNTY FIRE SUPPRESSION	20170243	9/16/2016	9/22/2016	9,011.97

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					Total:	**$9,011.97**
CORRECTION AND DETENTION						
CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	OPERATIONAL COSTS FY 16/17 2ND Q	100116F	9/2/2016	9/15/2016	246,793.50
CENTRAL VIRGINIA REGIONAL JAIL	CVRJ COST OF PRISONERS	MEDICAL BILLS	MED762016	7/6/2016	9/28/2016	16,789.46
COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	SEPT FY2016/2017	FY2017-00000172	9/2/2016	9/15/2016	14,889.92
COUNTY OF ALBEMARLE, VIRGINIA	CONFINEMENT - BRJDC	OCT FY 2016-2017	FY2017-00000210	9/22/2016	9/29/2016	14,889.92
					Total:	**$293,362.80**
BUILDING INSPECTIONS						
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083116	8/31/2016	9/22/2016	9.42
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083116	8/31/2016	9/22/2016	18.43
BANK OF AMERICA	CONVENTION AND	P-CARD	083116	8/31/2016	9/22/2016	15.74
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	9.84
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	13.51
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	37.74
JOHN VAUGHAN	CONVENTION AND	MEALS REIMBURSEMENT	092316	9/27/2016	9/29/2016	38.08
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	12.09
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	138.41
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	23.67
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	99.90
					Total:	**$416.83**
EMERGENCY MANAGEMENT						
BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	52.64
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	3.28
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	4.50
EMS MANAGEMENT & CONSULTANTS, INC	CONTRACT SERVICES	NPP LETTERS	028396	8/31/2016	9/22/2016	1,655.89
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	20.33
RECTOR & VISITORS OF THE UNIVERSITY OF	PROFESSIONAL SERVICES	AUGUST EMS COVERAGE	083016	9/13/2016	9/22/2016	48,794.35
					Total:	**$50,530.99**
ANIMAL CONTROL						
FLUVANNA SPCA	CONTRACT SERVICES	OCTOBER POUND SERVICES	092616	9/26/2016	9/29/2016	10,708.33
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	358.31
VERIZON	TELECOMMUNICATIONS	PHONE BILL	9771661576	9/8/2016	9/22/2016	99.90
					Total:	**$11,166.54**
FACILITIES						
ARTHURS SEPTIC SERVICE	OTHER OPERATING	CARYSBROOK AND OLD HIGH SCHOOL	091316	8/30/2016	9/15/2016	555.00
BAKER ROOFING COMPANY	BLDGS EQUIP REP & MAINT	REPAIRS FOR LEAK	902207464	9/14/2016	9/29/2016	835.00
BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	44.23

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BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	109.75
BANK OF AMERICA	CONTRACT SERVICES	P-CARD	083116	8/31/2016	9/22/2016	55.50
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	9.99
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	($14.00)
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	23.11
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	27.99
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	334.27
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	939.95
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	1,034.71
BANK OF AMERICA	POSTAL SERVICES	P-CARD	083116	8/31/2016	9/22/2016	2.34
BARRETT TREE SERVICE, INC.	CONTRACT SERVICES	TREE REMOVAL	092616	9/26/2016	9/29/2016	2,200.00
BETTER LIVING, INC.	BLDGS EQUIP REP & MAINT	STEEL DOOR	BMZ00599015	8/16/2016	9/8/2016	631.53
BLUE RIDGE BUILDERS SUPPLY, INC.	BLDGS EQUIP REP & MAINT	SUPPLIES	1608-127715	8/31/2016	9/2/2016	19.58
BLUE RIDGE BUILDERS SUPPLY, INC.	BLDGS EQUIP REP & MAINT	SUPPLIES	1608-127696	8/31/2016	9/2/2016	119.93
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE REPAIRS	090116	8/31/2016	9/2/2016	777.96
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	09012016	9/1/2016	9/8/2016	99.00
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRES	090716	9/7/2016	9/8/2016	289.14
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	090916	9/9/2016	9/15/2016	36.00
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	TIRE DISPOSAL	092016	9/15/2016	9/22/2016	337.00
CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	WIPER BLADES	092116	9/21/2016	9/29/2016	8.99
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	13.12
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	18.01
CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2474	9887	8/29/2016	9/8/2016	399.67
CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2723	9890	8/29/2016	9/8/2016	487.89
CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 2446	9886	8/29/2016	9/8/2016	1,717.16
CII SERVICE	BLDGS EQUIP REP & MAINT	WO# 5522	10070	9/20/2016	9/29/2016	460.31
CII SERVICE	BLDGS EQUIP REP & MAINT	CONTRACT	14742	9/20/2016	9/29/2016	960.00
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394786885	9/1/2016	9/8/2016	144.91
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394788877	9/8/2016	9/15/2016	144.91
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394790812	9/15/2016	9/22/2016	144.91
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394792759	9/22/2016	9/29/2016	144.91
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	56591	7/27/2016	9/15/2016	270.22
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	57305	8/31/2016	9/15/2016	666.86
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	57273	8/30/2016	9/15/2016	2,267.33
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	55967	6/23/2016	9/15/2016	121.26
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	56025	6/27/2016	9/15/2016	1,353.48
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	56161	7/25/2016	9/22/2016	29.39
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	56163	7/5/2016	9/22/2016	72.00
COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	56162	7/5/2016	9/22/2016	74.64
COMMONWEALTH INTERIORS	CONTRACT SERVICES	FLOORING MATERIALS	2016-308	9/9/2016	9/15/2016	3,050.00
COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	MULCH DELIVERY	082516	8/25/2016	9/2/2016	440.00
E.W. THOMAS	GENERAL MATERIALS AND	SUPPLIES	092816	9/26/2016	9/29/2016	101.28

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ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER SAMPLES	R6818953	8/26/2016	9/2/2016	100.00
ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER TESTING	R6818952	8/23/2016	9/8/2016	100.00
ENVIROCOMPLIANCE LAB	CONTRACT SERVICES	WATER TESTING	R6818954	8/23/2016	9/8/2016	120.00
FASTENAL COMPANY	GENERAL MATERIALS AND	SUPPLIES	VACHA100978	7/15/2016	9/15/2016	26.46
FLUVANNA ACE HARDWARE	AGRICULTURAL SUPPLIES	SUPPLIES	55044	8/29/2016	9/8/2016	494.95
FLUVANNA ACE HARDWARE	BLDGS EQUIP REP & MAINT	SUPPLIES	55044	8/29/2016	9/8/2016	94.37
FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPPLIES	55044	8/29/2016	9/8/2016	233.42
FLUVANNA ACE HARDWARE	VEHICLES REP & MAINT	SUPPLIES	55044	8/29/2016	9/8/2016	139.98
GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUT GRASS CUNNINGHAM/COLUMBIA	7128	9/2/2016	9/22/2016	780.00
GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	WEED CONTROL	7096	8/21/2016	9/22/2016	1,632.00
GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	WEED TREAT	7133	9/10/2016	9/29/2016	170.00
GARY OSTEEN PLUMBING	CONTRACT SERVICES	REPAIRS	083016	8/26/2016	9/2/2016	475.00
GARY OSTEEN PLUMBING	CONTRACT SERVICES	INSTALL NEW YARD HYDRANT	082616	8/26/2016	9/2/2016	1,160.00
GENERATOR SERVICE COMPANY	BLDGS EQUIP REP & MAINT	SERVICE CALL FOR GENERATOR	15835	9/19/2016	9/29/2016	407.45
GILLIAM MOTORS, INC.	VEHICLES REP & MAINT	LAMP	8982	8/24/2016	9/2/2016	43.04
INBODEN ENVIRONMENTAL SERVICES, INC.	CONTRACT SERVICES	WASTEWATER MONITORING	60172	9/12/2016	9/22/2016	100.00
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	1,416.07
JONES AUTOMOTIVE/ALL STAR AUTO PARTS	VEHICLES REP & MAINT	SUPPLIES	083116	8/31/2016	9/8/2016	890.94
LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	082516	8/31/2016	9/8/2016	18.99
LOWE'S	GENERAL MATERIALS AND	SUPPLIES	082516	8/31/2016	9/8/2016	1,520.45
LOWE'S	JANITORIAL SUPPLIES	SUPPLIES	082516	8/31/2016	9/8/2016	51.59
LOWE'S	VEHICLE/POWER EQUIP	SUPPLIES	082516	8/31/2016	9/8/2016	14.24
M & N INDUSTRIES, INC.	VEHICLES REP & MAINT	TRACTOR BRACKET	6831	8/29/2016	9/2/2016	82.00
MAC'S SERVICE CENTER	VEHICLES REP & MAINT	SAFETY REINSPECTION	26886	8/29/2016	9/2/2016	1.00
MAC'S SERVICE CENTER	VEHICLES REP & MAINT	SAFETY INSPECTION	26841	8/29/2016	9/2/2016	16.00
MAC'S SERVICE CENTER	VEHICLES REP & MAINT	REPAIRS	27109	9/13/2016	9/22/2016	774.79
PETER WELCH	GENERAL MATERIALS AND	SUPPLIES	1857316	9/1/2016	9/15/2016	191.94
PETER WELCH	TELECOMMUNICATIONS	REIMBURSEMENT	090216	9/1/2016	9/15/2016	49.84
RAFALY ELECTRICAL CONTRACTORS, INC.	CONTRACT SERVICES	SERVICE CALL COURTHOUSE	6894	8/29/2016	9/2/2016	227.47
RAFALY ELECTRICAL CONTRACTORS, INC.	CONTRACT SERVICES	SERVICE CALL PLEASANT GROVE	6892	8/29/2016	9/2/2016	274.00
T.G.'S LOCK & SAFE SERVICE	BLDGS EQUIP REP & MAINT	COMBO LOCKS	090116	9/1/2016	9/8/2016	1,205.00
TJL ENVIRONMENTAL HEALTH	CONTRACT SERVICES	ASBESTOS TESTING	FLUCO0916	9/1/2016	9/15/2016	360.00
TRACTOR HILL EQUIPMENT, LLC.	BLDGS EQUIP REP & MAINT	MATERIALS	30710	9/1/2016	9/15/2016	75.06
USABLUEBOOK	OTHER OPERATING	SUPPLIES	053271	9/7/2016	9/22/2016	418.00
USABLUEBOOK	OTHER OPERATING	SUPPLIES	063502	9/28/2016	9/29/2016	980.89
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	21.56
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	456.15
WINCHESTER EQUIPMENT COMPANY	GENERAL MATERIALS AND	PARTS	C01450	9/13/2016	9/22/2016	1,420.14
					Total:	**$38,102.02**
GENERAL SERVICES						
AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL	7929310552932 0906	9/6/2016	9/15/2016	22.86

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AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL	7970740556855 0906	9/6/2016	9/15/2016	22.86
AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL	7929300552931 0906	9/6/2016	9/15/2016	50.53
AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL	15301850550900 0906	9/6/2016	9/15/2016	53.52
AQUA VIRGINIA, INC.	WATER SERVICES	WATER BILL	7800100540828 0906	9/6/2016	9/15/2016	151.32
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	ANNNUAL INSPECTION	1990984	8/29/2016	9/8/2016	340.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	SYSTEM INSPECTION - PUBLIC SAFETY BLDG	1990985	8/29/2016	9/8/2016	340.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	SPRINKLER INSPECTION-PERFORMING ART	1992427	8/31/2016	9/8/2016	400.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	SPRINKLER INSPECTION-COURTS BLDG	1992426	8/31/2016	9/8/2016	1,470.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM INSPECTION	1995235	8/31/2016	9/15/2016	340.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM INSPECTION	1995234	8/31/2016	9/15/2016	640.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIREL ALARM MONITORING	1996339	9/13/2016	9/22/2016	390.00
BFPE INTERNATIONAL	MAINTENANCE CONTRACTS	FIRE ALARM MONITORING	1996340	9/13/2016	9/22/2016	390.00
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 0831	8/31/2016	9/8/2016	33.12
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM	2133-005 0830	8/30/2016	9/8/2016	425.81
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD	275906-001 0830	8/30/2016	9/8/2016	1,904.78
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 0830	8/30/2016	9/8/2016	2,200.18
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM	2133-003 0919	9/19/2016	9/29/2016	28.63
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 0919	9/19/2016	9/29/2016	28.88
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	203061-001 0919	9/19/2016	9/29/2016	28.91
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS PKWY	85473-003 0919	9/19/2016	9/29/2016	29.21
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-009 0919	9/19/2016	9/29/2016	30.39
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	105221-008 0919	9/19/2016	9/29/2016	31.13
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	275904-006 0919	9/19/2016	9/29/2016	35.89
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	W RIVER RD	275904-008 0919	9/19/2016	9/29/2016	41.43
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-002 0919	9/19/2016	9/29/2016	45.04
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-004 0919	9/19/2016	9/29/2016	47.70
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	PLEASANT GROVE DR	105221-006 0919	9/19/2016	9/29/2016	78.40
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11206 W RIVER RD	275904-002 0919	9/19/2016	9/29/2016	131.54
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	105221-007 0919	9/19/2016	9/29/2016	133.72
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	COMPETITION PARK RD	105221-001 0919	9/19/2016	9/29/2016	190.43
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	105221-003 0919	9/19/2016	9/29/2016	225.94
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	271 PLEASANT GROVE	275904-004 0919	9/19/2016	9/29/2016	337.06
CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTSSTORE	275907-002 0907	9/19/2016	9/29/2016	549.33
CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 0919	9/19/2016	9/29/2016	159.11
CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAY PHONE	A363811	8/25/2016	9/15/2016	50.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309428096 0816	8/16/2016	9/2/2016	42.32
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309697981 0816	8/16/2016	9/2/2016	52.31
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309898636 081616	8/16/2016	9/2/2016	62.25
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309363296 0816	8/16/2016	9/2/2016	534.01
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	663.77
CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 0816	8/16/2016	9/8/2016	52.87
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309428096 0916	9/16/2016	9/29/2016	42.32

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CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309697981 0916	9/16/2016	9/29/2016	52.31
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309898636 0916	9/16/2016	9/29/2016	62.25
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309363296 0916	9/16/2016	9/29/2016	534.01
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	663.77
CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	10019	9/16/2016	9/22/2016	3,164.00
CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5006134001	9/20/2016	9/29/2016	86.60
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MADISON	3023889169 0823	8/23/2016	9/2/2016	22.50
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	1424085007 0823	8/23/2016	9/2/2016	45.27
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RT 1001 PUMP HOUSE	4501632147 0823	8/23/2016	9/2/2016	50.60
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 0826	8/23/2016	9/2/2016	204.31
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MADISON	0084297506 0823	8/23/2016	9/2/2016	245.43
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	1144090006 0823	8/23/2016	9/2/2016	294.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MADISON	4144237502 0823	8/23/2016	9/2/2016	444.48
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JAMES MADISON	1005898992 0823	8/23/2016	9/2/2016	667.40
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	34 PALMYRA WAY	1024205005 0823	8/23/2016	9/2/2016	696.92
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	FORK UNION FIRE STATION	4834680458 0824	8/24/2016	9/2/2016	733.11
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5725 JAMES MADISON HWY	4331888158 0824	8/24/2016	9/2/2016	820.21
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 0823	8/23/2016	9/2/2016	1,046.45
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MADISON	0074032509 0823	8/23/2016	9/2/2016	1,631.43
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 0823	8/23/2016	9/2/2016	3,749.71
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BUS GARAGE	9974215007 0826	8/26/2016	9/8/2016	6.89
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 0826	8/26/2016	9/8/2016	13.70
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14591 JAMES MADISON HWY	5699060132 0826	8/26/2016	9/8/2016	34.19
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 0826	8/26/2016	9/8/2016	42.99
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MADISON HWY	0274195007 0826	8/26/2016	9/8/2016	52.68
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MADISON HWY	0692200942 0826 69.8	8/26/2016	9/8/2016	69.89
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 0826	8/26/2016	9/8/2016	70.96
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 0826	8/26/2016	9/8/2016	131.22
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 0826	8/26/2016	9/8/2016	183.51
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MADISON HWY	2554330007 0826	8/26/2016	9/8/2016	437.79
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 0826	8/26/2016	9/8/2016	490.60
DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 0826	8/23/2016	9/2/2016	200.98
DOMINION VIRGINIA POWER	STREET LIGHTS	BEDSIDE PSOT OFFICE	7080078962 0826	8/26/2016	9/8/2016	58.77
DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 0826	8/26/2016	9/8/2016	64.88
DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 0826	8/26/2016	9/8/2016	470.59
ELEVATING EQUIPMENT INSPECTION	MAINTENANCE CONTRACTS	ELEVATOR INSPECTION	36981	9/2/2016	9/8/2016	75.00
ELEVATING EQUIPMENT INSPECTION	MAINTENANCE CONTRACTS	ELEVATOR INSPECTION	36983	9/2/2016	9/8/2016	75.00
ELEVATING EQUIPMENT INSPECTION	MAINTENANCE CONTRACTS	ELEVATOR INSPECTION	36982	9/2/2016	9/8/2016	150.00
ELEVATING EQUIPMENT INSPECTION	MAINTENANCE CONTRACTS	ELEVATOR INSPECTION	36984	9/2/2016	9/22/2016	100.00
EMERSON NETWORK POWER	MAINTENANCE CONTRACTS	PREVENTATIVE MAINTENANCE	57308268	8/23/2016	9/8/2016	9,906.11
INTRASTATE PEST	MAINTENANCE CONTRACTS	FORK UNION COMM CENTER	877829	9/1/2016	9/8/2016	28.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	878195	9/1/2016	9/8/2016	32.00

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INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK	877812	9/1/2016	9/8/2016	58.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA VILLAGE	877866	9/1/2016	9/8/2016	109.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	35 COURT SQUARE	871979	9/1/2016	9/22/2016	18.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LN	874865	9/1/2016	9/22/2016	34.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	SB FIELD	874153	9/1/2016	9/22/2016	40.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	BB AND SB FIELD	874155	9/1/2016	9/22/2016	40.00
INTRASTATE PEST	MAINTENANCE CONTRACTS	160 COMMONS BLVD	872817	9/1/2016	9/22/2016	45.00
REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000613027	8/31/2016	9/15/2016	1,446.23
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	I6259320-16	9/1/2016	9/15/2016	7.00
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	I24842500-16	9/1/2016	9/15/2016	20.00
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	I3807110-16	9/1/2016	9/15/2016	28.60
SHENANDOAH VALLEY WATER	WATER SERVICES	WATER	I5329010-16	9/1/2016	9/15/2016	70.25
TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	5734	8/18/2016	9/2/2016	221.60
TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	996339	9/1/2016	9/15/2016	285.42
TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	27284	8/19/2016	9/2/2016	14.59
TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	27286	8/19/2016	9/2/2016	16.12
TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	27275	8/19/2016	9/2/2016	41.37
TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	27295	8/19/2016	9/2/2016	48.25
TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	27296	8/19/2016	9/2/2016	48.25
TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	27283	8/19/2016	9/2/2016	62.02
TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	27276	8/19/2016	9/2/2016	73.50
TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	28165	9/15/2016	9/22/2016	14.59
TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	28167	9/15/2016	9/22/2016	14.59
TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	28164	9/15/2016	9/22/2016	45.19
TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS	28176	9/15/2016	9/22/2016	48.25
TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS	28177	9/15/2016	9/22/2016	48.25
TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	28156	9/15/2016	9/22/2016	55.90
TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	28157	9/15/2016	9/22/2016	79.62
TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MADISON	27620	8/19/2016	9/2/2016	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON HWY	27684	8/19/2016	9/2/2016	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON	27683	8/19/2016	9/2/2016	30.90
TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MADISON	27685	8/19/2016	9/2/2016	40.80
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON	27480	8/19/2016	9/2/2016	189.30
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON	27481	8/19/2016	9/2/2016	517.10
TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MADISON HWY	28044	9/15/2016	9/22/2016	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON HWY	28109	9/15/2016	9/22/2016	21.00
TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MADISON HWY	28110	9/15/2016	9/22/2016	25.40
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON HWY	28108	9/15/2016	9/22/2016	37.50
TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MADISON HWY	27905	9/15/2016	9/22/2016	325.70
TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MADISON HWY	27906	9/15/2016	9/22/2016	1,127.60
VACORP	PROPERTY INSURANCE	POLICY VA-FL-032-17	8877	8/25/2016	9/15/2016	3,169.00
					Total:	**$49,319.08**

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PUBLIC WORKS						
BANK OF AMERICA	VEHICLE	P-CARD	083116	8/31/2016	9/22/2016	20.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	9.84
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	13.51
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	30.50
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	40.25
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	196.68
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	99.90
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19309981	8/30/2016	9/8/2016	232.74
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19292477	8/29/2016	9/15/2016	186.08
					Total:	**$829.50**
CONVENIENCE CENTER						
BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005855	8/15/2016	9/2/2016	2,523.27
BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005865	8/31/2016	9/15/2016	2,515.53
BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005867	9/15/2016	9/29/2016	2,176.86
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	310392717 0816	8/16/2016	9/2/2016	69.06
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	310392717 0916	9/16/2016	9/29/2016	66.32
FAIRBANKS SCALES, INC.	BLDGS EQUIP REP & MAINT	SCALE REPAIRS	1294319	8/29/2016	9/8/2016	3,651.64
HERITAGE CRYSTALCLEAN, LLC	BLDGS EQUIP REP & MAINT	OIL SERVICE	14190726	8/26/2016	9/2/2016	282.50
LOWE'S	BLDGS EQUIP REP & MAINT	SUPPLIES	082516	8/31/2016	9/8/2016	474.05
MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	93916	8/29/2016	9/2/2016	60.00
TREASURER OF VIRGINIA	PERMITS AND FEES	SLF (PC)	903962	9/1/2016	9/2/2016	1,085.00
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	30.46
					Total:	**$12,934.69**
LANDFILL POST CLOSURE						
DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	LANDFILL INSPECTION	2016080390	8/31/2016	9/29/2016	254.00
DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	MEASURED LANDFILL GASES	2016080388	8/31/2016	9/29/2016	543.00
					Total:	**$797.00**
HEALTH						
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	154.10
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	168.76
THOMAS JEFFERSON HEALTH DISTRICT	CONTRACT SERVICES	FY17 2ND QTR ALLOCATION	100116	9/28/2016	9/29/2016	65,433.00
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	24.82
					Total:	**$65,780.68**
VJCCCA						
COMMUNITY ATTENTION CENTER	PROFESSIONAL SERVICES	LARCENY REDUCTION PROGRAM	29646	9/8/2016	9/15/2016	180.00
					Total:	**$180.00**

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CSA						
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	3.28
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	4.50
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	37.86
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19400586	9/19/2016	9/29/2016	52.85
					Total:	**$98.49**
CSA PURCHASE OF SERVICES						
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P07919309201	7/31/2016	9/2/2016	434.00
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P07919309302	7/31/2016	9/2/2016	434.00
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P08919303201	8/31/2016	9/8/2016	434.00
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P08919303302	8/31/2016	9/8/2016	434.00
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P08919309201	8/31/2016	9/15/2016	434.00
ADDICTION RECOVERY SYSTEMS, LLC.	COMM SVCS		P08919309302	8/31/2016	9/15/2016	434.00
ALLIED INSTRUCTIONAL SERVICES	POS MANDATED SPED-		P08000803403	8/31/2016	9/22/2016	150.00
BLUE RIDGE RESOLUTIONS, PLLC	COMM SVCS		P08919307403	8/31/2016	9/15/2016	187.50
CHILD CONNECTION DEVELOPMENT	COMM SVCS		P07919306413	7/31/2016	9/22/2016	756.00
CHILD CONNECTION DEVELOPMENT	COMM SVCS		P08919306408	8/31/2016	9/22/2016	828.00
CHILD CONNECTION DEVELOPMENT	COMM SVCS		P08919312013	8/18/2016	9/29/2016	210.00
CHILD CONNECTION DEVELOPMENT	COMM SVCS		P07919312017	7/31/2016	9/29/2016	735.00
COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P07000805903	7/31/2016	9/2/2016	2,615.00
COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P07919305710	7/31/2016	9/8/2016	591.25
COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P07000804414	7/31/2016	9/22/2016	1,500.00
COMPASS YOUTH & FAMILY SERVICES	POS MAND SVCS IN PUBLIC		P07000802713	7/31/2016	9/8/2016	1,470.00
DETOUR MENTORING	COMM SVCS		P07919308711	7/31/2016	9/8/2016	220.00
DETOUR MENTORING	COMM SVCS		P08000807807	8/31/2016	9/8/2016	880.00
DETOUR MENTORING	COMM SVCS		P08919308705	8/31/2016	9/8/2016	990.00
DETOUR MENTORING	COMM SVCS		P08919310203	8/31/2016	9/8/2016	1,210.00
DETOUR MENTORING	COMM SVCS		P08000804506	8/31/2016	9/8/2016	1,375.00
DETOUR MENTORING	COMM SVCS		P08000801309	8/31/2016	9/8/2016	1,815.00
DETOUR MENTORING	COMM SVCS		P08919304904	8/31/2016	9/8/2016	2,035.00
DETOUR MENTORING	COMM SVCS		P08000801408	8/31/2016	9/8/2016	2,200.00
	POS MANDATED FFOP		P08919306817	8/31/2016	9/22/2016	448.00
	POS MANDATED FFOP		P08919307119	8/31/2016	9/22/2016	552.00
	POS MANDATED FFOP		P08919307318	8/31/2016	9/22/2016	672.00
	POS MANDATED FFOP		P08919306716	8/31/2016	9/22/2016	700.00
DISCOVERY SCHOOL FAMILY SERVICES INC	COMM SVCS		P08000805109	8/31/2016	9/22/2016	380.00
DISCOVERY SCHOOL	RES. CONG. CARE		P08000805007	8/31/2016	9/15/2016	5,952.00
DISCOVERY SCHOOL	RES. CONG. CARE		P08000794208	8/31/2016	9/15/2016	6,262.00
DISCOVERY SCHOOL	RES. CONG. CARE		P08919304806	8/31/2016	9/15/2016	6,262.00
DISCOVERY SCHOOL	RES. CONG. CARE		P08000801722	8/31/2016	9/29/2016	5,952.00

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DISCOVERY SCHOOL	RES. CONG. CARE		P08000803621	8/31/2016	9/29/2016	5,952.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08919306115	8/31/2016	9/29/2016	435.00
FAMILY PRESERVATION SERV.	COMM SVCS		P08000800714	8/31/2016	9/29/2016	650.00
FAMILY PRESERVATION SERV.	COMM SVCS		P07000800718	7/31/2016	9/29/2016	1,170.00
FAMILY PRESERVATION SERV.	POS MAND SVCS IN PUBLIC		P07000803527	7/31/2016	9/29/2016	15.00
FAMILY PRESERVATION SERV.	POS MAND SVCS IN PUBLIC		P08000803526	8/31/2016	9/29/2016	15.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P08000806911	8/8/2016	9/22/2016	25.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P08000807510	8/31/2016	9/22/2016	25.00
FLUVANNA CO SCHOOL SYSTEM	COMM SVCS		P07000807615	7/31/2016	9/22/2016	40.00
FLUVANNA DEPARTMENT OF SOCIAL	COMM SVCS		P09919314720	9/10/2016	9/29/2016	450.00
INTERCEPT YOUTH SERVICE	TFC LIC. RES CONG CARE		P07919304710	7/31/2016	9/15/2016	6,280.42
INTERCEPT YOUTH SERVICE	TFC LIC. RES CONG CARE		P08919304709	8/31/2016	9/15/2016	6,280.42
	COMM SVCS		P08000802405	8/31/2016	9/15/2016	675.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000805704	8/31/2016	9/22/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000800404	8/31/2016	9/29/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000800503	8/31/2016	9/29/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000802502	8/31/2016	9/29/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000802806	8/31/2016	9/29/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000802901	8/31/2016	9/29/2016	4,640.00
LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P08000803205	8/31/2016	9/29/2016	4,640.00
NATIONAL COUNSELING GROUP	COMM SVCS		P08000807112	8/31/2016	9/22/2016	1,890.00
PRANA OT LLC	COMM SVCS		P08919305204	8/31/2016	9/15/2016	110.00
	COMM SVCS		P07919311919	7/31/2016	9/29/2016	960.00
	COMM SVCS		P08919311916	8/31/2016	9/29/2016	1,200.00
THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P08000803005	8/31/2016	9/22/2016	480.00
THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P08000803307	8/31/2016	9/22/2016	5,000.00
THE FAISON SCHOOL FOR AUTISM, INC.	POS MANDATED SPED-		P08000803106	8/31/2016	9/22/2016	6,000.00
UNITED METHODIST FAMILY SERVICES, INC.	TFC LIC. RES CONG CARE		P08919305925	8/31/2016	9/29/2016	3,199.00
UNITED METHODIST FAMILY SERVICES, INC.	TFC LIC. RES CONG CARE		P08919305324	8/31/2016	9/29/2016	4,843.91
VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P02000787920	2/29/2016	9/22/2016	3,610.00
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P07000807004	7/31/2016	9/2/2016	2,400.00
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P07000801812	7/31/2016	9/8/2016	8,339.00
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P02000786821	2/29/2016	9/22/2016	6,628.24
VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P08000801823	8/31/2016	9/29/2016	7,730.00
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P08000801907	8/31/2016	9/29/2016	6,333.00
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P08000804310	8/31/2016	9/29/2016	6,489.25
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P08000800308	8/31/2016	9/29/2016	6,826.75
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P08000804209	8/31/2016	9/29/2016	6,933.00
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000801911	7/31/2016	9/29/2016	7,885.00
VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P07000804312	7/31/2016	9/29/2016	8,072.50
					Total:	**$198,974.24**

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PARKS & RECREATION						
ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOGGIE CLASS	6 0726	8/23/2016	9/8/2016	360.00
AUSTIN S BLAIR	GENERAL MATERIALS AND	SOUND REINFORCEMENT/FAIR	1	8/20/2016	9/2/2016	350.00
BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	083116	8/31/2016	9/22/2016	413.45
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	29.70
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	32.84
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	52.48
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	64.28
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	97.05
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	199.20
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	207.90
BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	083116	8/31/2016	9/22/2016	1,520.48
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	2.89
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	7.15
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	35.34
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	92.11
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	98.78
BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	220.00
BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD	083116	8/31/2016	9/22/2016	32.50
BANK OF AMERICA	SITE IMPROVEMENTS	P-CARD	083116	8/31/2016	9/22/2016	51.90
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309373828 0816	8/16/2016	9/2/2016	622.75
CHALLENGER SPORTS CORPORATION	PROFESSIONAL SERVICES	CAMP FEES	0007404-IN	7/1/2016	9/22/2016	1,010.00
DEVI PETERSON	PROFESSIONAL SERVICES	YOGA	7 0816	8/1/2016	9/22/2016	201.60
ERIN RILEY	CONTRACT SERVICES	JUGGLES FOR COUNTY FAIR	082016	8/26/2016	9/2/2016	420.00
FLUVANNA ACE HARDWARE	SITE IMPROVEMENTS	SUPPLIES	55044	8/29/2016	9/8/2016	101.79
FLUVANNA CO SHERIFF'S OFC	CONTRACT SERVICES	COUNTY FAIR	FCPR08	8/22/2016	9/8/2016	1,662.50
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	195.10
JAUNT, INC.	PROFESSIONAL SERVICES	FIELD TRIP	18149 0824	7/31/2016	9/8/2016	229.92
MO-JOHNS, INC.	CONTRACT SERVICES	SERVICES FOR FAIR	90713	8/29/2016	9/2/2016	1,740.00
MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	94250	9/1/2016	9/15/2016	350.00
PAUL JACKSON	GENERAL MATERIALS AND	HELICOPTER SERVICE/FAIR	080916	8/19/2016	9/15/2016	450.00
PRINCE WILLIAM COUNTY	PRINTING AND BINDING	BUSINESS CARDS (SWEENEY)	421	8/23/2016	9/8/2016	36.74
PROTECT YOUTH SPORTS	PROFESSIONAL SERVICES	BACKGROUND CHECK	454814	9/1/2016	9/2/2016	7.95
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	CARYSBROOK	I3442800-16	9/1/2016	9/8/2016	9.00
SHENANDOAH VALLEY WATER	CONTRACT SERVICES	PARKS AND REC	I3445700-16	9/1/2016	9/8/2016	96.20
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	7.40
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	67.83
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	72.90
STORE SUPPLY WAREHOUSE	SITE IMPROVEMENTS	COUNTER DISPLAY WOOD BASE	5675514-00	9/1/2016	9/15/2016	683.14
TAPSCOTT EXCAVATION & LANDSCAPE LLC	SITE IMPROVEMENTS	EXCAVATON AND 2 LOADS STONE	080116	9/1/2016	9/15/2016	1,440.00
UPS	POSTAL SERVICES	SHIPPING	0000Y7646Y366	9/3/2016	9/22/2016	14.71
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	23.43

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VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	74061266	9/25/2016	9/29/2016	18.62
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	149.85
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19271881	8/24/2016	9/2/2016	37.86
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19271878	8/24/2016	9/2/2016	421.41
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19333182	9/5/2016	9/15/2016	559.77
WINCHESTER EQUIPMENT COMPANY	RECREATIONAL SUPPLIES	PARTS	C01450	9/13/2016	9/22/2016	1,420.15
					Total:	**$15,918.67**
LIBRARY						
ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	TONER	4698	8/29/2016	9/15/2016	119.00
AMAZON.COM	BOOKS/PUBLICATIONS	BOOK/DVD/CD'S	091016	9/10/2016	9/22/2016	5,403.78
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309647441 0816	8/16/2016	9/2/2016	2,072.56
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309647441 0916	9/16/2016	9/29/2016	2,075.01
DEMCO	OFFICE SUPPLIES	SUPPLIES	5961822	9/22/2016	9/29/2016	239.07
GALE	BOOKS/PUBLICATIONS	BOOKS	58670315	8/26/2016	9/15/2016	69.69
GALE	BOOKS/PUBLICATIONS	BOOKS	58730040	8/30/2016	9/15/2016	79.03
GALE	BOOKS/PUBLICATIONS	BOOK	58894331	9/9/2016	9/22/2016	32.29
GALE	BOOKS/PUBLICATIONS	BOOKS	58934160	9/12/2016	9/22/2016	58.63
GALE	BOOKS/PUBLICATIONS	BOOKS	58877225	9/8/2016	9/22/2016	125.76
HAWK LABELING SYSTEMS	OFFICE SUPPLIES	SUPPLIES	107168	9/20/2016	9/29/2016	158.05
MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD'S	415504	8/17/2016	9/2/2016	111.92
MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	635344	8/22/2016	9/15/2016	12.98
MICROMARKETING LLC	BOOKS/PUBLICATIONS	DVD	636462	9/1/2016	9/15/2016	21.59
MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD'S	635041	8/22/2016	9/15/2016	30.00
MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD	635921	9/1/2016	9/15/2016	104.85
MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD BOOKS	635631	8/25/2016	9/15/2016	179.82
MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD	638602	9/20/2016	9/29/2016	24.95
MIDAMERICA BOOKS	BOOKS/PUBLICATIONS	BOOKS	388505	7/26/2016	9/15/2016	183.60
SHOWCASES	OFFICE SUPPLIES	CD CLOTH	294659	8/10/2016	9/2/2016	46.44
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	1634914981	8/23/2016	9/29/2016	53.29
THE PENWORTHY COMPANY	BOOKS/PUBLICATIONS	BOOKS	0518216-IN	7/12/2016	9/22/2016	3,737.14
THE WALL STREET JOURNAL	BOOKS/PUBLICATIONS	SUBSCRIPTION	082316	8/24/2016	9/2/2016	420.00
					Total:	**$15,359.45**
COUNTY PLANNER						
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	45.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	50.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	19.68
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	27.01
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	145.42
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	61.62
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	20.11

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STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	30.99
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	41.72
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	81.94
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	97.47
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	27.05
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	149.85
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19271879	8/24/2016	9/2/2016	337.41
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19292476	8/29/2016	9/8/2016	93.04
VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	19428507	9/21/2016	9/29/2016	337.36
					Total:	**$1,565.67**
PLANNING COMMISSION						
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	38.79
					Total:	**$38.79**
BOARD OF ZONING APPEALS						
FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2016F35-16	9/1/2016	9/15/2016	63.00
					Total:	**$63.00**
ECONOMIC DEVELOPMENT						
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	25.00
BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	083116	8/31/2016	9/22/2016	150.00
BANK OF AMERICA	OTHER OPERATING	P-CARD	083116	8/31/2016	9/22/2016	96.61
BANK OF AMERICA	PROFESSIONAL SERVICES	P-CARD	083116	8/31/2016	9/22/2016	81.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	3.28
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	4.50
IMAGE DESIGNERS, INC.	PROFESSIONAL SERVICES	SHIRTS	068885	8/26/2016	9/2/2016	404.00
ORANGE COUNTY TREASURER	PROFESSIONAL SERVICES	COUNTY BUSINESS SUMMIT	092616	9/20/2016	9/29/2016	250.00
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	1.58
STAPLES CONTRACT & COMMERCIAL, INC.	OFFICE SUPPLIES	SUPPLIES	8040710598	8/27/2016	9/15/2016	75.82
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	49.95
					Total:	**$1,141.74**
VA COOPERATIVE EXTENSION						
ABC EXTINGUISHERS, LLC.	LEASE/RENT	EXTINGUISHER RENTAL FEE	ABC88958	8/31/2016	9/2/2016	36.00
BANK OF AMERICA	AGRICULTURAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	37.20
BANK OF AMERICA	AGRICULTURAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	42.52
BANK OF AMERICA	AGRICULTURAL SUPPLIES	P-CARD	083116	8/31/2016	9/22/2016	118.36
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309762613 081616	8/16/2016	9/2/2016	16.40
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309762613 091616	9/16/2016	9/29/2016	22.51
E.W. THOMAS	OTHER OPERATING	BUYERS LUNCH FOR FAIR	082016	8/20/2016	9/2/2016	551.40
FAYE ANDERSON	AGRICULTURAL SUPPLIES	REIUMBURSEMENT FOR SOIL/GARDEN	090716	9/2/2016	9/8/2016	21.04

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JOHN THOMPSON	AGRICULTURAL SUPPLIES	SUPPLIES/REIMBURSEMENT	090616	9/2/2016	9/8/2016	19.66
KIMBERLY MAYO	OTHER OPERATING	FAIR SUPPLIES	082016	8/24/2016	9/2/2016	91.20
MODESTO FARMS GREENHOUSE	AGRICULTURAL SUPPLIES	GARDEN EQUIPMENT	0912016	9/12/2016	9/22/2016	31.50
VAE4-HA	CONVENTION AND	REGISTRATION FEE	082416	8/15/2016	9/2/2016	50.00
THOMAS ROEBUCK JR	OTHER OPERATING	POULTRY JUDGE/FAIR	091416	9/14/2016	9/22/2016	125.00
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	31.30
					Total:	**$1,194.09**
NON PROFITS						
FLUVANNA ARTS COUNCIL	ARTS COUNCIL	FY17 ANNUAL ALLOCATION	100116	9/21/2016	9/29/2016	10,000.00
FRUIT HILL LLC	YOUTH ADVISORY COUNCIL	APPLES	1	9/16/2016	9/22/2016	45.00
JAUNT, INC.	JAUNT	FY17 2ND QTR ALLOCATION	100116	9/27/2016	9/29/2016	19,851.00
JEFFERSON AREA BOARD FOR AGING	JEFFERSON AREA	FY17 2ND QTR ALLOCATION	100116	9/27/2016	9/29/2016	21,099.00
JEFFERSON AREA CHIP	JEFFERSON AREA CHIP	FY17 2ND QTR ALLOCATION	100116	9/27/2016	9/29/2016	12,750.00
MONTICELLO AREA COMMUNITY ACTION	MACAA	FY17 2ND QTR ALLOCATION	100116	9/20/2016	9/29/2016	12,478.25
REGION TEN	REGION TEN COMMUNITY	FY17 2ND QTR ALLOCATION	100116	9/20/2016	9/29/2016	31,562.50
THOMAS JEFFERSON PLANNING DISTRICT	T J PLANNING DIST. COMM.	FY17 2ND QTR ALLOCATION	100116	9/28/2016	9/29/2016	8,460.75
					Total:	**$116,246.50**
				100 GENERAL FUND	**Fund Total:**	**$1,217,250.12**
Fund # - 302 CAPITAL IMPROVEMENT						
PUBLIC SAFETY CAPITAL PROJ						
HALEY OF FARMVILLE	VEHICLE	SHERIFF POLICE VEHICLES FOR FY	F16721/444415324	8/16/2016	9/2/2016	1,934.26
HALEY OF FARMVILLE	VEHICLE	SHERIFF POLICE VEHICLES FOR FY	f16721	8/16/2016	9/2/2016	17,970.00
HALEY OF FARMVILLE	VEHICLE	OUTFIT CAR	44415281	8/24/2016	9/15/2016	1,465.61
HALEY OF FARMVILLE	VEHICLE	OUTFIT CAR	44415319	8/24/2016	9/15/2016	1,645.52
					Total:	**$23,015.39**
E911 CAPITAL PROJECT						
BLACK & VEATCH CORPORTION	CONTRACT SERVICES	FLUVANNA COUNTY PHASE 3	1230874	9/1/2016	9/8/2016	89,888.44
CENTRAL VA ELECTRIC COOP	CONTRACT SERVICES	SHERIFF'S SITE ELECTRIC SERVICE	70228	9/7/2016	9/22/2016	1,797.00
CLEAR COMMUNICATIONS AND	CONTRACT SERVICES	APX6000 UNIVERSAL CARRY HOLDER	109947	9/13/2016	9/29/2016	293.91
FASTENAL COMPANY	CONTRACT SERVICES	SUPPLIES	VACHA0634	9/19/2016	9/22/2016	86.95
FLUVANNA ACE HARDWARE	CONTRACT SERVICES	SUPPLIES	55044	8/29/2016	9/8/2016	11.99
LOWE'S	CONTRACT SERVICES	SUPPLIES	082516	8/31/2016	9/8/2016	159.46
RAFALY ELECTRICAL CONTRACTORS, INC.	CONTRACT SERVICES	E911 CENTER	6896	8/29/2016	9/2/2016	10,212.85
					Total:	**$102,450.60**
FIRE & RESCUE CAP PROJ						
ATLANTIC EMERGENCY SOLUTIONS, INC.	MACHINERY AND EQUIPMENT	THERMAL CAMERAS FOR FIRE AND R	13337EQU	8/8/2016	9/15/2016	50,000.00
PHILIPS ELECTRONICS NORTH AMERICA	CONTRACT SERVICES	MRX DEVICE UPGRADE	932717442	4/14/2016	9/28/2016	12,334.55
					Total:	**$62,334.55**

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FACILITIES CAP PROJ						
BANK OF AMERICA	CONTRACT SERVICES	P-CARD	083116	8/31/2016	9/22/2016	2,549.80
BEACON SALES ACQUISITION INC	CONTRACT SERVICES	BBP SNOWGUARD/SLATE AND ASPHALT	6111727	9/28/2016	9/29/2016	2,520.00
BUDGET ELECTRICAL & MECHANICAL, LLC.	CONTRACT SERVICES	LIGHTS AND MATERIALS	PW2	9/16/2016	9/22/2016	2,293.00
BUDGET ELECTRICAL & MECHANICAL, LLC.	CONTRACT SERVICES	LIGHTS AND MATERIALS	PW1	9/16/2016	9/22/2016	15,802.00
CHARLES EDWARD GARRISON, II	CONTRACT SERVICES	PAINT MECHANIC'S ROOM	374636	9/10/2016	9/15/2016	1,785.00
COMMONWEALTH INTERIORS	CONTRACT SERVICES	MEETING ROOM REPAIRS	2016-325	9/22/2016	9/29/2016	2,821.00
COMMONWEALTH INTERIORS	CONTRACT SERVICES	WALL PANEL MATERIALS	2016-324	9/22/2016	9/29/2016	3,546.00
GARY OSTEEN PLUMBING	CONTRACT SERVICES	REPAIRS	092016	9/16/2016	9/22/2016	147.50
LOWE'S	CONTRACT SERVICES	SUPPLIES	082516	8/31/2016	9/8/2016	303.01
					Total:	**$31,767.31**
PUBLIC WORKS CAPITAL PROJECT						
BOWMAN CONSULTING	PROFESSIONAL SERVICES	CONSULTING	219590	8/31/2016	9/15/2016	39,460.00
DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 5 FLUCO	1337266	8/26/2016	9/8/2016	12,876.00
DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 5 FLUCO	1317797	6/24/2016	9/8/2016	12,876.00
DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 8 FLUCO SEWAGE PS DESIGN	1317800	6/24/2016	9/8/2016	13,977.00
DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 6 FLUCO ELEV TANK	1317798	6/24/2016	9/8/2016	17,373.00
DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	WATER BPS DESIGN	1337268	8/26/2016	9/2/2016	10,895.00
DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	TASK 8 SEWAGE PUMP	1337269	8/26/2016	9/2/2016	13,977.00
DEWBERRY ENGINEERS INC.	PROFESSIONAL SERVICES	ELEV TANK DESIGN	1337267	8/26/2016	9/2/2016	17,373.00
LEONARD ALUMINUM BUILDINGS LLC	VEHICLE	TRANSIT VAN SHELVING	55010632	8/31/2016	9/8/2016	1,904.89
LEONARD ALUMINUM BUILDINGS LLC	VEHICLE	CARGO VAN SHELVING	55010666-01	9/23/2016	9/29/2016	1,904.89
					Total:	**$142,616.78**
SCHOOL TRANSPORT CAP PROJ						
BASIC RENT-A-CAR COMPANY, INC.	VEHICLE	NEW CARS FOR STUDENT TRANSPORT	1112504 1112531	9/16/2016	9/22/2016	28,500.00
					Total:	**$28,500.00**
SCHOOL OPS & MAINT CAP PROJ						
BLUE RIDGE BUILDERS SUPPLY, INC.	CONTRACT SERVICES	NEW CARPET	101898,103864,96912	9/16/2016	9/22/2016	4,414.00
DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	MIDDLE SCHOOL UPGRADES	2016080587	8/31/2016	9/29/2016	5,424.22
FARMVILLE WHOLESALE ELECTRIC SUPPLY	CONTRACT SERVICES	LIGHTING REPLACEMENTS	596914	9/25/2016	9/29/2016	7,298.00
PRECISION INSTALLATIONS, INC	CONTRACT SERVICES	BLEACHER WORK	5266	9/14/2016	9/22/2016	13,634.00
RIVANNA EQUIPMENT CO LLC	CONTRACT SERVICES	NEW FLOOR SCRUBBER	17053	8/10/2016	9/22/2016	11,300.00
TRANE U.S., INC.	CONTRACT SERVICES	FMS HVAC	36927110 37064008	7/28/2016	9/15/2016	458,866.27
WAGNER'S MOBILE GLASS & MIRROR	CONTRACT SERVICES	WINDOW REPLACEMENT/REPAIR	5280 5278	9/16/2016	9/22/2016	16,709.00
					Total:	**$517,645.49**
SCHOOL TECH CAP PROJ						
TYLER TECHNOLOGIES	CONTRACT SERVICES	AP TRAINING	045-169993	9/7/2016	9/22/2016	1,175.00

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					Total:	**$1,175.00**
PARKS & RECREATION CAP PROJ						
WAGNER'S MOBILE GLASS & MIRROR	CONTRACT SERVICES	INSTALL GLASS/OLD FARMHOUSE	5286	9/16/2016	9/22/2016	95.00
					Total:	**$95.00**
				302 CAPITAL IMPROVEMENT	**Fund Total:**	**$909,600.12**
Fund # - 401 DEBT SERVICE						
DEBT SERVICE - COUNTY						
BB&T	2012 FIRE TRUCK - FRK UN	DEBT SERVICE	091416	9/14/2016	9/14/2016	10,213.19
BB&T	2012 FIRE TRUCK - FRK UN	DEBT SERVICE	091416	9/14/2016	9/14/2016	51,044.00
BINGHAM ARBITRAGE REBATE SERVICES,	ADMINISTRATIVE FEES	REBATE SERVICE	9247	9/15/2016	9/29/2016	1,050.00
U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE	091416	9/14/2016	9/14/2016	10,960.51
U.S. BANK OPERATIONS CENTER	2014 FIRE TRUCK - PALMYRA	DEBT SERVICE	091416	9/14/2016	9/14/2016	40,000.00
U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE INT	DEBT SERVICE	091416	9/14/2016	9/14/2016	35,374.00
U.S. BANK OPERATIONS CENTER	2014C - COURTHOUSE PRIN	DEBT SERVICE	091416	9/14/2016	9/14/2016	115,000.00
U.S. BANK OPERATIONS CENTER	2014C - LIBRARY INT	DEBT SERVICE	091416	9/14/2016	9/14/2016	30,153.00
U.S. BANK OPERATIONS CENTER	2014C - LIBRARY PRIN	DEBT SERVICE	091416	9/14/2016	9/14/2016	190,000.00
					Total:	**$483,794.70**
				401 DEBT SERVICE	**Fund Total:**	**$483,794.70**
Fund # - 502 SEWER						
UTILITY OPERATIONAL EXPENSES						
ARTHURS SEPTIC SERVICE	CONTRACT SERVICES	CARYSBROOK AND OLD HIGH SCHOOL	091316	8/30/2016	9/15/2016	370.00
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	310089744 081916	8/19/2016	9/2/2016	46.40
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309433290 081916	8/19/2016	9/2/2016	59.15
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394786886	9/1/2016	9/8/2016	10.43
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394788878	9/8/2016	9/15/2016	10.43
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394790811	9/15/2016	9/22/2016	10.43
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394792758	9/22/2016	9/29/2016	10.43
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080 0826	8/26/2016	9/2/2016	33.90
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 0823	8/23/2016	9/2/2016	610.33
GARY OSTEEN PLUMBING	CONTRACT SERVICES	REPAIRS	092016	9/16/2016	9/22/2016	2,640.00
GARY OSTEEN PLUMBING	CONTRACT SERVICES	REPAIRS	092016	9/16/2016	9/22/2016	4,702.77
TREASURER OF VIRGINIA	PERMITS AND FEES	VPDES MUNICIPAL MINOR	711762	9/1/2016	9/2/2016	2,166.00
TREASURER OF VIRGINIA	PERMITS AND FEES	VPDES MUNICIPAL MINOR	711838	9/1/2016	9/2/2016	2,166.00
TREASURER OF VIRGINIA	PERMITS AND FEES	VPDES MUNICIPAL MINOR	711744	9/1/2016	9/2/2016	2,707.00
USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	053271	9/7/2016	9/22/2016	256.49
					Total:	**$15,799.76**
				502 SEWER	**Fund Total:**	**$15,799.76**
Fund # - 505 FORK UNION SANITARY DISTRICT						

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FORK UNION SANITARY DISTRICT						
USDA RURAL DEVELOPMENT	RDA BOND PAYABLE	MONTHLY DEBT PAYMENT	092516	9/25/2016	9/25/2016	3,132.42
					Total:	**$3,132.42**
FUSD OPERATIONAL EXPENSES						
BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	44.88
BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	083116	8/31/2016	9/22/2016	74.90
CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309719161 0816	8/16/2016	9/2/2016	190.73
CENTURYLINK	TELECOMMUNICATIONS	PHONE CHARGES	309719161 0916	9/16/2016	9/29/2016	205.57
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394786886	9/1/2016	9/8/2016	34.32
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394788878	9/8/2016	9/15/2016	34.32
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394790811	9/15/2016	9/22/2016	34.32
CINTAS	LAUNDRY AND DRY	DRY CLEANING	394792758	9/22/2016	9/29/2016	34.32
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTOM WELL	7224360003 0825	8/25/2016	9/2/2016	14.15
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RT 666 BREMO WELL	8434345008 0825	8/25/2016	9/2/2016	72.00
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL	9004200003 0824	8/24/2016	9/2/2016	304.98
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14349 W RIVER RD	9346182505 0824	8/24/2016	9/2/2016	838.05
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL & WTP	9501722108 0824	8/24/2016	9/2/2016	1,121.98
DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 0901	9/1/2016	9/8/2016	28.76
E.W. OWEN	LEASE/RENT	WELL RENT	09012016	8/26/2016	9/2/2016	150.00
E.W. OWEN	LEASE/RENT	WELL RENT	10012016	9/26/2016	9/29/2016	150.00
JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL	090116	9/1/2016	9/15/2016	195.63
MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	93917	8/29/2016	9/2/2016	60.00
PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	44170785 0901	9/14/2016	9/22/2016	212.02
SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	SUSPENDED SOLIDS	182257	9/1/2016	9/15/2016	30.00
TREASURER OF VIRGINIA	PERMITS AND FEES	WATER TREATMENT SYSTEM	711804	9/1/2016	9/2/2016	2,166.00
TREASURER OF VIRGINIA	PERMITS AND FEES	VPDES INDUSTRIAL MINOR	711835	9/1/2016	9/2/2016	2,166.00
USABLUEBOOK	GENERAL MATERIALS AND	SUPPLIES	053271	9/7/2016	9/22/2016	560.65
USDA RURAL DEVELOPMENT	REDEMPTION OF INTEREST	MONTHLY DEBT PAYMENT	092516	9/25/2016	9/25/2016	1,827.58
VA INFORMATION TECHNOLOGIES AGENCY	TELECOMMUNICATIONS	LONG DISTANCE CHARGES	T302387	8/29/2016	9/8/2016	84.79
VERIZON BUSINESS/MCI COMM SERVICE	TELECOMMUNICATIONS	LONG DISTANCE	74061266	9/25/2016	9/29/2016	18.62
VERIZON	TELECOMMUNICATIONS	WIRELESS PHONE	9770616726	8/15/2016	9/2/2016	471.27
					Total:	**$11,125.84**
				505 FORK UNION SANITARY DISTRICT	**Fund Total:**	**$14,258.26**
					Total Expenditures by Fund:	**$2,640,702.96**

TAB Q

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016
AGENDA TITLE:	FY17 1st Quarter Voluntary Contributions
MOTION(s):	**I move the Board of Supervisors approve the following supplemental appropriations for FY17 1st Quarter Voluntary Contributions:** • **$10 – General Fund Donation: BOS Contingency** • **$1,500 – Transfer to Sheriff's Office: Volunteer Programs** • **$2,728.47 – Transfer to Parks & Rec Dept.: Professional Services** • **$200 – Transfer to Parks & Rec Dept.: Contract Services**

STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**	
		X		

AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	

STAFF CONTACT(S):	Martin Brookhart, Management Analyst
PRESENTER(S):	Martin Brookhart, Management Analyst
RECOMMENDATION:	I recommend approval of the motion as stated above.
TIMING:	Routine
DISCUSSION:	The Board of Supervisors approved the "Fluvanna County Voluntary Contributions Program Policy" on August 7th, 2013, with the program to become effective September 1st, 2013
FISCAL IMPACT:	This supplemental appropriation would authorize staff to increase donation revenue and Office/Department expenditures.
POLICY IMPACT:	N/A
LEGISLATIVE HISTORY:	N/A
ENCLOSURES:	None

REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

TAB R

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016					
AGENDA TITLE:	Assistant Commonwealth Attorney's Hiring Salary					
MOTION(s):	**I move to approve a hiring salary offer of $95,651 for the new Assistant Commonwealth Attorney, Ms. Nancy Oglesby, with the additional pay and benefits cost of $11,524 to come from the FY17 Personnel Contingency fund.**					
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				XX		
STAFF CONTACT(S):	Jeff Haislip, Commonwealth Attorney					
PRESENTER(S):	Jeff Haislip, Commonwealth Attorney					
RECOMMENDATION:	Approval					
TIMING:	Effective upon start of employment					
DISCUSSION:	In the search for the new Assistant Commonwealth Attorney, an outstanding candidate has been selected, Ms. Nancy Oglesby. Ms. Oglesby was admitted to the VA State bar in 1996, and has over 19 years of experience as a prosecutor, she also specializes in sexual assault, domestic violence, child abuse and juvenile delinquency cases. She would bring to the office, not just her prosecutor skills, but in addition she has trained many prosecutors, law enforcement officers and other professionals in her area of expertise, which would bring opportunities to other County departments by providing these trainings for our Sheriff's and Social Services employees. Ms. Oglesby also was a major contributor to the development of Virginia's Model Law Enforcement Policies on both Sexual Assault and Domestic Violence and was appointed to serve on Virginia Governor Terry McAuliffe's Campus Sexual Violence Task Force. Due to the extensive experience, knowledge and skills, I am requesting to offer Ms. Oglesby the mid-range for the Assistant Commonwealth Attorney position, pay band 25, at $95,651.					
FISCAL IMPACT:	Savings from new hire of Paralegal and Receptionist = $8,670					

	<table><tr><th>Asst Commonwealth's Atty</th><th>Annual (Less Health Ins)</th></tr><tr><td>Current Pay & Benefits</td><td>$ 95,963.00</td></tr><tr><td>Proposed Pay & Benefits</td><td>$ 115,718.58</td></tr><tr><td>Increase (Annual)</td><td>$ 19,755.58</td></tr></table> <table><tr><td>FY17 Required (7 mos)</td><td>$ 11,524.09</td></tr></table> Additional FY17 Cost to come from FY17 Personnel Contingency Fund.
POLICY IMPACT:	N/A
LEGISLATIVE HISTORY:	N/A
ENCLOSURES:	None

	Legal	Finance	Purchasing	HR	Other
REVIEWS COMPLETED:				**X**	**COAD**

TAB S

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016				
AGENDA TITLE:	Approval of Open Space Contract for the Mozell H. Booker Living Trust				
MOTION(s):	**I move to approve the open space contract for the Mozell H. Booker Living Trust for tax map parcel 40-A-24; agreement shall remain in effect for a term of ten (10) consecutive years.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
PRESENTER(S):	Andrew M. Sheridan, Jr., Commissioner of the Revenue				
RECOMMENDATION:	Approval				
TIMING:	Immediate				
DISCUSSION:	This property qualifies for an open space contract with Fluvanna County in accordance with Code Section 58.1-3229 et. seq. of the Virginia State Code.				
FISCAL IMPACT:	None				
POLICY IMPACT:	In accordance with Section 58.1-3229 et. seq. of Virginia State Code.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	-Mozell H. Booker Living Trust's executed open space contract -Map of tax map parcel 40-A-24				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

CONTRACT FOR OPEN SPACE LAND USE ASSESSMENT

THIS AGREEMENT, made this __4th__ day of __October__, __2016__, by and between __Mozell H. Booker Living Trust__, party(ies) of the first part, hereinafter called the Grantor, and the COUNTY OF FLUVANNA, a political subdivision of the Commonwealth of Virginia, party of the second part, hereinafter called the County:

WITNESSETH

WHEREAS, the Grantor owns certain real estate, described below, hereinafter called the Property; and

WHEREAS, the County is the local governing body having real estate tax jurisdiction over the Property; and

WHEREAS, the County has determined:

A. That it is in the public interest that the Property should be provided or preserved for conservation of agricultural and forestal land and of wildlife and

B. That the property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (Section 58.1-3229 et. seq.) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and

C. That the provisions of this agreement meet the requirements and standards prescribed under section 58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

WHEREAS, the Grantor is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this agreement in order for the Property to be taxed on the basis of a use assessment, and the Grantor has submitted an application for such taxation to the Commissioner of the Revenue of the County pursuant to Section 58.1-3234 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code; and

WHEREAS, the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this agreement, in consideration of the Grantor's commitment to preserve and protect the open-space uses of the property, and on the condition that the Grantor's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Section 20-4-2(d) of the Fluvanna County Code are complied with.

NOW, THEREFORE, in consideration of the recital and the mutual benefits, covenants and terms herein contained, the parties hereby **COVENANT** and **AGREE** as follows:

1. This agreement shall apply to all the following described real estate:

   Tax Map Parcel: 40-A-24 (25.42 acres in open space of 29.42 total acres)

2. The Grantor agrees that during the term of this agreement:

   A. There shall be no change in the use or uses of the Property that exist as of the date of this agreement to any use that would not qualify as open-space use. The qualifying use for the Property is conservation of agricultural and forestal land and of wildlife.
   B. There shall be no display of billboards, signs or other advertisements on the property except to (i) state solely the name of the Grantor and the address of the Property, (ii) advertise the sale or lease of the Property, (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property, or (iv) provide warnings. No sign shall exceed four feet by four feet.
   C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:
      1) on the Property as of the date of this agreement; or
      2) related to and compatible with the open-space uses of the Property which this agreement is intended to protect or provide for.
   D. There shall be no dumping or storage of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.
   E. There shall be no filling, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this agreement.

F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public view of scenic areas of the Property.

G. The Grantor may engage in agricultural, horticultural or silvicultural activities and remove vegetation which constitutes a safety, a health or an ecological hazard, e.g., vegetation classified as noxious weed pursuant the Code of Virginia (1950), as amended.

H. There shall be no alteration or manipulation of natural water courses, shores, marshes, swamps, wetlands or other water bodies, nor any activities or uses which adversely affect water quality, level or flow.

I. On areas of the Property that are being provided or preserved for conservation of land, floodways or other natural resources, or that are to be left in a relatively natural or undeveloped state, there shall be no operation of dune buggies, all-terrain vehicles, motorcycles, motorbikes, snowmobiles or other motor vehicles, except to the extent necessary to inspect, protect or preserve the area.

J. There shall be no industrial or commercial activities, conducted on the property, except for the continuation of agricultural, horticultural or silvicultural activities; or activities that are conducted in a residence or an associated outbuilding such as garage, smokehouse, small shop or similar structure which is permitted on the property.

K. There shall be no separation or split-off of lots, pieces or parcels from the property. The Property may be sold or transferred during the term of this agreement only as the same entire parcel that is the subject to this agreement, provided, however, that the Grantor may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.

3. This agreement shall be effective upon acceptance by the County, provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Grantor for the use assessment and taxation in accordance with Section 20-4-2(d) of the Fluvanna County Code. Thereafter, this agreement shall remain in effect for a terms of ten (10) consecutive years.

4. Nothing contained herein shall be construed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Grantor may otherwise allow, consistent with the provisions of this agreement.

5. The County shall have the right at all reasonable times to enter the Property to determine whether the Grantor is complying with the provisions of this agreement.

6. Nothing in this agreement shall be construed to create in the public or member thereof a right to maintain a suit for any damages against the Grantor for any violation of this agreement.

7. Nothing in this agreement shall be construed to permit Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

9. The provisions of this agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.

11. This agreement may be terminated in the manner provided in Section 15.1-1513 of the Code of Virginia for withdrawal of land from an agricultural, forestal or an agricultural and forestal district.

12. Upon termination of this agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.

13. NOTICE: WHEN THE OPEN SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE GRANTOR, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES SHALL BE SUBJECT TO ROLLBACK TAXES IN ACCORDANCE WITH SECTION 58.1-3237 OF THE CODE OF VIRGINIA. THE GRANTOR SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODES SECTION.

Mozell H. Booker (SEAL)
Landowner

LAUREN R. SHERIDAN NOTARY PUBLIC REG # 7509714 MY COMMISSION EXPIRES 3/31/2018 COMMONWEALTH OF VIRGINIA

_____ (SEAL)
Co-owner (s)

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

Mozell Booker, Landowner (s)

on this 4th day of October, 2016.

My commission expires: March 31, 2018

Lauren R. Sheridan
Notary Public

COUNTY OF FLUVANNA, VIRGINIA

By: _____
County Administrator

STATE OF VIRGINIA
COUNTY OF FLUVANNA, to-wit:

The foregoing instrument was acknowledged before me by

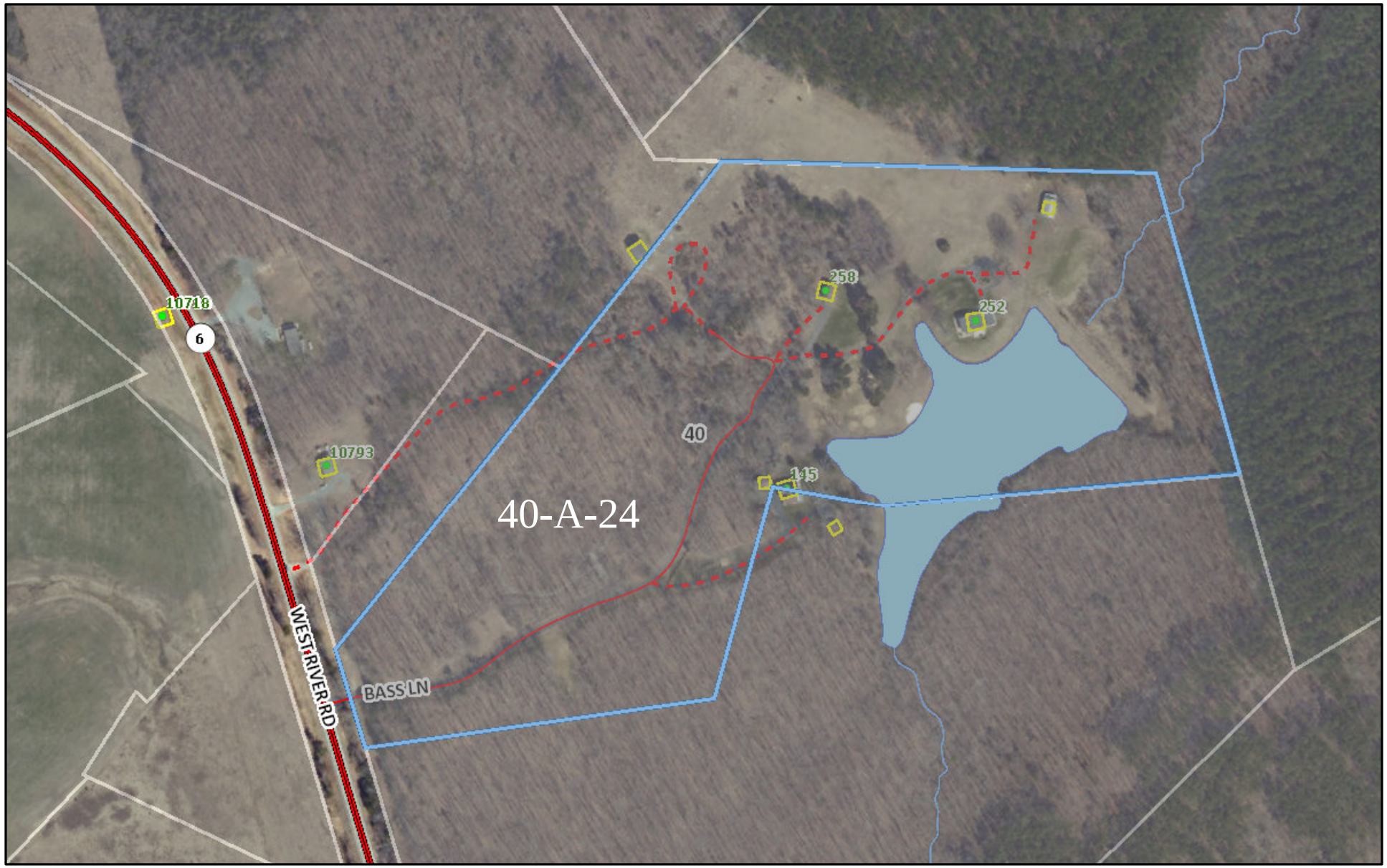
_____, Fluvanna County Administrator

on this _____ day of _____, _____.

My commission expires: _____

_____
Notary Public

Tax Map Parcel 40-A-24 located at 258 Bass Lane, Palmyra, VA 22963



October 11, 2016

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

TAB T

FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT

MEETING DATE:	October 19, 2016				
AGENDA TITLE:	Fluvanna Fire Flat-Bed Brush Truck Build Agreement				
MOTION(s):	**I move the Board of Supervisors approve the agreement between Atlantic Emergency Solutions, Inc. and the County of Fluvanna to build a Flat-Bed Brush Truck for the Palmyra Fire Department for $121,484.00, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.**				
STRATEGIC INITIATIVE?	Yes	No	**If yes, list initiative(s):**		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	• CIP Funding approved for FY17 is $165,000. • The Chassis (Ford F-550) for this vehicle has been purchased from a state vehicle contract for $48,865. • The build for the Brush Truck will cost $121,484 • The total cost for the chassis and the brush truck build will be $170,349. • The difference of $5,349 over the County budget of $165,000 will be paid directly from the Fluvanna Fire Department.				
FISCAL IMPACT:	Any amount over the $165,000 CIP budget will be paid directly by the Fluvanna Fire Department.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	**X**	**X**		

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation ("Atlantic"), and Fluvanna County, a political subdivision of the Commonwealth of Virginia ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.
   a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Atlantic pursuant to the Specifications, as defined below, and delivery of Product to the Customer in Palmyra, Virginia along with at minimum eight (8) hours new delivery training (the "Training") at a time and place convenient for the Customer in the Customer's reasonable discretion. Training and Delivery of Product are material parts of the Product under this Agreement.
   b. **"Specifications"** means the general specifications, warranties, technical specifications, training, and testing requirements for the Product contained in the Atlantic Proposal for the Product and as required under the County's General Terms, being Exhibit 6 hereto.
   c. **"Atlantic Proposal"** means the Cooperative Agreement and Pricing Worksheet, both as defined in Article 2 below; and Exhibit A and B hereto.
   d. **"Chassis Delivery Date"** means the date that the Customer delivers or causes to be delivered to Atlantic at Atlantic's Roanoke Facility the Customer's chassis which the Products are to be incorporated into.
   e. **"Delivery"** means the date Atlantic is prepared to make physical possession of the Customer Chassis and Product available to the Customer in Palmyra, Virginia. In any event Delivery and Training must occur no later than 120 days from the Chassis Delivery Date, as defined below. Time is of the essence.
   f. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery or fifteen (15) calendar days of completion of Training, whichever is later, to inspect the Product for conformance with the Specifications; unless the Customer sends Atlantic a Notice of Defect within fifteen (15) calendar days of Delivery or the completion of Training, whichever is later, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer excepting latent material defects.

2. Exhibits: The following exhibits are attached hereto and incorporated herein as material provisions of this Agreement:
   a. Exhibit 1: Fire Service Apparatus (All Types) Contract between Houston-Galveston Area Council of Governments ("HGAC") and Skeeter Brush Trucks, LLC effective February 1, 2016;
   b. Exhibit 2: Assignment and Assumption Agreement between Houston-Galveston Area Council of Governments (HGAC), Skeeter Brush Trucks, LLC and Atlantic dated July 13, 2016;
   c. Exhibit 3: HGAC solicitation for fire service apparatus (all types) FS12-15 and FS-12A, including all suffixes;
   d. Exhibit 4: Skeeter Brush Trucks, LLC Response to FS12-15A, including, but not limited to, prices and options offered;
   e. Exhibit 5: Contract Pricing Worksheet dated September 12, 2016 (the "Pricing Worksheet")
   f. Fluvanna County's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms").

   Collectively Exhibits 1, 2, 3 and 4 shall be referred to as the "Cooperative Agreement".

3. Purpose. This Agreement sets forth the terms and conditions of Atlantic's sale of the Product to the Customer.

4. Cooperative Procurement. Pursuant to the Virginia Public Procurement Act, this a cooperatively procured contract off of the Cooperative Agreement for fire apparatus, incorporated herein by reference and made a material art of this Agreement. The Product must meet or exceed all requirements of the Cooperative Agreement and Atlantic must meet or exceed all requirements, provisions and terms of the Cooperative Agreement relating to the Products to be provided hereunder.

5. Term of Agreement. This Agreement will become effective as soon it is signed and approved by both Customer and Atlantic's authorized representatives (the "Effective Date").

6. Purchase and Payment. The Customer agrees to purchase the Product specified on the Pricing Worksheet, being Exhibit 5 hereto, for the total purchase price of ONE HUNDRED TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($121,484.00) ("Purchase Price"). Prices are in U.S. funds.

7. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting actual cost increases, without mark-up of any kind, incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Atlantic will document and itemize any such price increases for the Customer. If Customer fails to appropriate such additional funds, then the Customer may terminate this Agreement for cause and shall have no further liability of any kind hereunder and no cancellation charges of any kind shall apply.

8. Agreement Changes. The Customer may request that Atlantic incorporate a change to the Products or the Specifications for the Products by delivering a change order to Atlantic; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Atlantic to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, Atlantic will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Atlantic shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order unless the delay is caused by the fault, willful act or negligence of Atlantic. A Change Order is only effective when counter-signed by Atlantic's authorized representative; except that Atlantic may not unreasonably withhold or delay approval and signature of any Change Order.

9. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer without cause and solely for Customer's convenience before completion, Atlantic may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after the Effective Date; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon substantial material requisition. The cancellation fee will increase accordingly as actual costs are incurred as the order progresses through engineering and into manufacturing. Notwithstanding the foregoing, the cancellation fee may never exceed actual costs incurred by Atlantic under the Agreement up to cancellation or termination date and Atlantic must use its best efforts to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Atlantic upon sale of the Product to another purchaser, plus any actual and reasonable costs incurred by Atlantic to conduct any such sale. In the event of a cancellation or termination of this Agreement for any reason, Atlantic must immediately return to the Customer the Customer Chassis. The cost for delivery of the chassis to Customer shall be at Atlantic's sole cost and expense if said termination is the fault of Atlantic, is due to Atlantic's inability to perform hereunder for any reason or Atlantic's default.

10. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 120 days after Delivery of Customer Chassis, F.O.B. Roanoke Facility, Roanoke Virginia. Time being of the essence. Risk of loss shall pass back to Customer upon Delivery of the Chassis with Product to the Customer. (b) Inspection and Acceptance. From Delivery or the completion of Training, whichever occurs later, Customer shall have fifteen (15) days within which to inspect the Product for conformance to the Specifications, and in the event of non-conformance to the Specifications to furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance ("Notice of Defect"). Any Product not in conformance to Specifications shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery or the completion of Training, whichever is later, Product will be deemed to be in conformance with Specifications and Accepted by Customer, excepting latent defects. In the event that Atlantic fails to remedy a defect within thirty (30) days as required under this Agreement, Customer may choose to: (1) Reject the Product in its entirety and receive a complete reimbursement of any and all payments made to Atlantic under this agreement, Atlantic shall also be required at its sole cost and expense to remove the non-confirming Product from Palmyra, Virginia, and this Agreement shall be deemed null and void and of no further force and effect; or (2) Accept the non-conforming Product subject to a discount equal to either (i) the value of the missing or defective parts, equipment or portions of the Product including any cost to install or make such part, equipment or portion operable, or (ii) the actual cost of the missing or defective part, equipment or portion of the Product including any installation or service fees necessary to make such part, equipment or portion operable based on invoices and receipts.

11. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Atlantic Emergency Solutions, Inc.	Customer
Director of Order Management	Fluvanna County
12351 Randolph Ridge Lane	Attn: Ms. Cyndi Toler, Purchasing Officer
Manassas, Virginia 20109	132 Main Street
Fax (703) 257-2572	P.O. Box 540
	Palmyra, VA 22963
	Ph: (434) 591-1930 ext. 1124

12. Standard Warranty. Any applicable warranties are attached hereto as Exhibit B and made a part hereof. Additional warranties contained in any exhibits hereto are expressly approved by Atlantic and incorporated into this Agreement and made a material part hereof. Any other additional warranties must be expressly approved in writing by Atlantic's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER ATLANTIC EMERGENCY SOLUITONS, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Atlantic be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Atlantic's own negligence, or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between the parties that results in litigation any reasonable attorneys' fees and costs of the substantially prevailing party in such litigation shall be paid by the other party.

13. Insurance. Atlantic Emergency Solutions maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate:	$1,000,000
Each Occurrence:	$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate:	$25,000,000
Each Occurrence:	$25,000,000

Atlantic will provide to the Customer a copy of a current Certificate of Insurance with the coverage listed above or the coverage required under the County's General Terms, the higher coverage requirement shall control. Where appropriate Atlantic will add Customer an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Atlantic insurance policy); and all policies will provide a 30-day notice of cancellation to the named insured.

14. Other Terms. The County's General Terms are attached hereto as **Exhibit 6** and incorporated herein by reference as a material part of this Agreement.

15. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic's control which make Atlantic's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act

of government, allocation regulations or other governmental orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates not being the fault of Atlantic, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

16. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Atlantic fails to perform any of its obligations under this Agreement with time being of the essence; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Atlantic. Upon the occurrence of an event of default by Atlantic, the Customer in its sole discretion may choose to immediately cancel and terminate this Agreement for cause with no further amounts due and payable hereunder to Atlantic. If Customer so chooses to cancel and terminate, then any amount already paid to Atlantic including any prepayments of any kind shall be immediately refunded to Customer with interest rate of (1%). This shall be in addition to any other remedies Customer may have in law or in equity owing to Atlantic's default.

17. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Atlantic until the Purchase Price for that Product has been paid in full. In case of any default in payment, Atlantic may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

18. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

19. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

20. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Virginia.

21. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

22. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Atlantic's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Atlantic's authorized representative.

23. Conflict. In the event of a conflict between the Customer Specifications and the Atlantic Proposal, the Atlantic Proposal shall control. In the event there is a conflict between the Atlantic Proposal and this Agreement, the Atlantic Proposal shall control.

24. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Atlantic Manufacturing, Inc.'s authorized representative.

ATLANTIC EMERGENCY SOLUTIONS, INC.	**CUSTOMER:** Fluvanna County
Name:	By: _____
Accepted and agreed to:	Steven Nichols, County Administrator
_____	
_____ Title:	Date: _____
_____	

Date:

Approved as to Form:

_____

Fluvanna County Attorney

EXHIBIT A

PURCHASE DETAIL FORM

Atlantic Emergency Solutions, Inc.
Director of Order Management 12351
Randolph Ridge Lane
Manassas, Virginia 20109 Fax
(703) 257-2572

Date: 9-12-16

Customer Name: Fluvanna County / Palmyra Fire Dept.

Quantity	Chassis Type	Body Type	Price per Unit
1	Customer Furnished F550	Flat-Bed Brush Truck	$121,484.00
			$
			$
			$
			$

Warranty Period: Standard Manufacturer's Warranties and any warranties under the exhibits to the Agreement

Training Requirements: Training will be Date: minimum 8 hours and shall be at those places and times so designated by Palmyra Fire Dept. Dates and times to be determined by Palmyra Fire Dept.

Other Matters:

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Atlantic available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: 100% payment of $121,484.00 (One Hundred Twenty-One Thousand, four hundred eighty-four dollars and zero cents) due within 45 days of final Acceptance by the Customer of the Product (which shall be after delivery of the Products to the Customer, completion of training, inspection and acceptance) as defined in the Agreement. Payment terms shall be governed by Section of the County's General Terms, being Exhibit 6 to the Agreement.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF **SEPTEMBER 12, 2016** BETWEEN ATLANTIC EMERGENCY SOLUTIONS INC. AND **FLUVANNA COUNTY / PALMYRA FIRE DEPARTMENT** WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY ATLANTIC EMERGENCY SOLUTIONS INC. HEREIN.

SEE PROPOSAL DATED 9-8-2016. EXHIBIT C

ATLANTIC PROPOSAL

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ATLANTIC EMERGENCY SOLUTIONS INC.
Manassas, Virginia

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Atlantic Emergency Solutions Inc.,** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 12351 Randolph Ridge Lane, Manassas, Virginia 20109.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Fire Service Apparatus (All Types)** Contract to become effective as of February 1, 2016, and to continue through November 30, 2017 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Fire Service Apparatus (All Types)** offered by the **CONTRACTOR in states other than Texas.** The **CONTRACTOR** agrees to sell **Fire Service Apparatus (All Types)** through the **H-GAC** Contract to **END USERS in states other than Texas.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **FS12-15A**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **FS12-15A**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: January 25, 2016

Signed for **Atlantic Emergency Solutions Inc.** Manassas, Virginia: _____

Printed Name & Title: Joseph R Beck President + CEO

Date: 1-21 20 16

Attest for **Atlantic Emergency Solutions Inc.** Manassas, Virginia: _____

Printed Name & Title: William L Bagley Secretary

Date: 1-21, 20 16

Attachment A
Atlantic Emergency Solutions Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-15A

T. Pierce		
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$210,787.00
TE02	International 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$212,711.00
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	$212,880.00
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	$222,014.00
TE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	$381,894.00
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	$448,334.00
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$236,647.00
TE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$242,332.00
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	$237,931.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC), Skeeter Brush Trucks, LLC (Contractor)** and **Atlantic Emergency Solutions Inc., (Assignee).**

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **FS12-15**, with **H-GAC** for the sale of **Fire Service Apparatus (All Types)** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council:** _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council:** _____
Deidre Vick, Public Services Director

Date: July 14, 2016

Signed for **Skeeter Brush Trucks, LLC;**
Kirby, Texas Jeffrey W. Keiser, PRESIDENT Date: 7/13/2016
(Signature of Contractor)

Jeffrey W. Keiser, President
Printed Name & Title

Signed for **Atlantic Emergency Solutions Inc.:**
Manassas, Virginia: _____ Date: 07-13-16
(Signature of Assignee)

Joseph R. Pack - President/CEO
Printed Name & Title

Information Sheet

Assignee:

Atlantic Emergency Solutions Inc.

Dun & Bradstreet No.: 96-432-0035

Contact Person:

Name: Joseph Pack
Title: President & CEO
TEL: 757-369-0911
EMAIL: jpack@atlanticemergency.com

Address:

12351 Randolph Ridge Lane
Manassas, VA 20109

Territory:

Delaware
District of Columbia
Maryland
North Carolina
Virginia
West Virginia

COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE: ☒ **BIDS** ☐ **PROPOSALS**

INVITATION NO.: **FS12-15** ISSUE DATE: **July 9, 2015**

CATEGORY: **Fire Service Apparatus (All Types)**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7,000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	May 7, 2015
PRE-BID/PROPOSAL CONFERENCE:	June 4, 2015 @ 9:00 a.m. CT; Conference Room A
FINAL SPECIFICATION / INVITATION:	July 9, 2015
BID/PROPOSAL RESPONSES DUE:	August 13, 2015 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	August 13, 2015 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	October 20, 2015
CONTRACT START DATE & TERM:	December 1, 2015 thru November 30, 2017
The documents comprising this Invitation are available via web download at: **https://www.hgacbuy.org/bids/**	
For assistance regarding this Invitation, please contact: Name: **Bill Burton** Phone: **832-681-2514** E-mail: **wburton@h-gac.com**	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:
You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at HGACBuy offices on receipt. HGACBuy is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

H-GAC Cooperative Purchasing

Sealed Bid/Proposal No. **FS12-15**

DO NOT OPEN IN MAIL ROOM

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that **HGACBuy** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country… the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe an **HGACBuy** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **HGACBuy** staff member listed on the cover of this Invitation for additional information.

HGACBuy THE SMART PURCHASING SOLUTION

SECTION A

GENERAL TERMS & CONDITIONS

FOR BIDS AND PROPOSALS

INVITATION NO. FS12-15

DESCRIPTION: Fire Service Apparatus (All Types)

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC)** is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End User**s). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term *"aggregate"* in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term *"single occurrence"* differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under *"single occurrence."*

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to by used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC.**

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or **Product Item.** Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

EPA = U.S. **E**nvironmental **P**rotection **A**gency
FAA = **F**ederal **A**viation **A**dministration
FMVSS = U.S. **F**ederal **M**otor **V**ehicle **S**afety **S**tandards
H-GAC = **H**ouston-**G**alveston **A**rea **C**ouncil of Governments
IEEE = **I**nstitute of **E**lectrical and **E**lectronics **E**ngineers
MVD = **M**otor **V**ehicle **D**ivision of Texas Department of Transportation
NFPA = **N**ational **F**ire **P**rotection **A**ssociation
NHTSA = **N**ational **H**ighway **T**raffic **S**afety **A**dministration
NIOSH = **N**ational **I**nstitute **F**or **O**ccupational **S**afety And **H**ealth
NIST = **N**ational **I**nstitute of **S**tandards and **T**echnology
NTEA = **N**ational **T**ruck **E**quipment **A**ssociation
OSHA = U.S. **O**ccupational **S**afety and **H**ealth **A**dministration
RRC = **R**ail**r**oad **C**ommission of Texas
SAE = **S**ociety of **A**utomotive **E**ngineers
TBPC = **T**exas **B**uilding and **P**rocurement **C**ommission (formerly GSC)
TxDOT = **T**exas **D**epartment **O**f **T**ransportation
UL = **U**nderwriter's **L**aboratories Inc.
VTCS = **V**ernon's **T**exas **C**ivil **S**tatutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC**'s objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror**'s sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.

c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.

d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC, and shall be considered to be in the public domain**.

e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements**,** or **Offeror's/Contractor's** obligations or entitlements.

f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.

g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.

h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.

j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.

k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.

l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC**'s sole discretion.

m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.

n. **H-GAC** reserves the right to:

- Reject any and all offers received in response to this Invitation.
- Reject any part of an offer received in response to this Invitation.
- Determine the correct price and/or terminology in the event of any discrepancies in any response.
- Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
- Accept responses and award contracts to as many or as few **Offeror**s as **H-GAC** may select.
- Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
- Hold discussions with **Offeror**s, although award may be made without discussion.
- Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
- Exercise any of these rights at any time without liability to any **Offeror**.

o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC**'s insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.

b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:

- Agency name
- Contact person name
- Address
- Phone & Fax numbers
- Description of product(s) or service(s) and date sold

c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor**'s possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.

b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.

c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offeror**s that may be competing for this procurement.

No Financial Interest or Other Conflict

a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.

b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement renedered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offeror**s to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response.** Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

> **NOTE:** In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.

b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.

c. Responses shall be considered only from **Offeror**s that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.

d. **Offeror** shall show proof of ability to provide to **End User**s prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

a. Be new, unused, and not refurbished.

b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.

c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.

d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.

a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.

b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an “adder” or “deduct” amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.

c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.

d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.

c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.

b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.

b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.

b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than $50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.

b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.

c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.

b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.

c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.

d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.

e. Complete warranty information will be supplied to **End User** with each Product sold.

a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.

f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.

g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.

h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, **with the exception of orders for motor vehicles**. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.

b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.

c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".

b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the **End User**.

c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.

d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.

e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.

f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

a. Responses shall be submitted in <u>two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders</u>. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.

c. All required **H-GAC** *FORMS* and documents shall be properly completed, without exception <u>or **Offeror**'s Response may be deemed non-compliant.</u> **Offeror** may not modify the format of any **H-GAC** *FORM* in any way. **Offeror** may photocopy or print blank *FORMS* as needed. Information submitted on the printed copies of the *FORMS* may not be handwritten except for signatures and initials. It is **Offeror**'s responsibility to insure that printed *FORMS* are clear and legible. <u>Handwritten and illegible entries may be rejected</u>. **Offeror**'s printed, stamped or typed name shall appear on every *FORM* submitted in the Response.

d. **<u>The entire response submission</u>** shall also be submitted on electronic media, including all required **H-GAC** *FORMS*. **Offeror** is strongly advised to make and work with <u>copies</u> of the original electronic *FORMS*. The originals can then be used to make additional electronic or printed copies of the blank *FORMS*. Signatures are not required on the electronic *FORMS*.

e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.

f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:

- The procedure to be used by an **End User** requiring repairs.
- Typical turn-around time on repairs.
- Service Department days and hours of operation.
- Number of qualified / factory trained service personnel normally on hand.
- Description of the parts inventory on hand.
- Training services, facilities and personnel available.

g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):

- Name and address of **Offeror**.
- Date and hour of public response opening.
- Bid/Proposal Invitation number.
- The statement: **"SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM"**.

H-GAC shall not be responsible for any Response not properly labeled.

h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.

i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror**'s expense.

j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.

k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.

l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required *FORM* or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.

m. **First Section:**

- **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
- **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
- **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.
- References, formatted as described elsewhere herein.
- Service Organization Document, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form W-9 – Request for Taxpayer Identification Number and Certification**: Should be completed by each party to the response.

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on **Form D**.

- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
- Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response, if it is applicable.

n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

a. If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.

b. Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.

c. Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.

d. Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC** *FORMS* is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the *FORMS*. **Offeror**'s information supplied on the *FORMS* shall take precedence in the event any standard "boilerplate" type language included in **Offeror**'s response is inconsistent with the information supplied by **Offeror** on the **H-GAC** *FORMS*. In all cases, information on **H-GAC**'s printed *FORMS* supplied as part of **Offeror**'s response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

a. **H-GAC** may reject a response if:
   - **Offeror** misstates or conceals any material fact in the Response, or if,
   - **Offeror** does not strictly conform to law or the requirements of this Invitation.

b. **H-GAC** may reject any and all responses, and may reject any part of a response.

c. **H-GAC, at it's sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.

b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.

c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.

d. Failure of **Offeror** to submit pricing for **frequently purchased** options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC**'s sole discretion.

For Proposal Responses:

e. **H-GAC** will evaluate proposals as detailed in Section B.

f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at it's sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.

b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.

c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror**(s) and shall be subject to acceptance by the successful **Offeror**(s) within thirty (45) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.

d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.

e. The contract shall include the following documents in the stated order of precedence:

1st The contract document signed by **H-GAC** and **Offeror**.
2nd This Invitation and all specifications referenced herein.
3rd **Offeror**'s response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.

b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.

c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in **Contractor**'s **H-GAC** contract, except for pricing discounts.

d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User**'s purchase document and **H-GAC**'s Order Confirmation.

e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE:** The Order Processing Charge is charged to **Contractor**, **EXCEPT in the case of motor vehicles**. For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by Contractor.

f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.

g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.

h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor**'s **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

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45. PRICE CHANGES

a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.

c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.

d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.

e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.

f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.

g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's** actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.

h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.

i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.

j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at it's sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End User**s, at its sole discretion.

d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**..

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.

b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End User**s and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.

c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End User**s, and to efficiently, effectively and accurately service all requirements of the contract.

d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.

e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.

f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.

g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.

h. **Reporting Requirements:**

- **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
- **End User** name
- Product/Service purchased, including Product Code if applicable
- End User Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- **HGACBuy** Order Processing Charge amount
- Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.

i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User** & **Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business**. Offeror** is encouraged to refer to **H-GAC**'s Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

51. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Office Services Manger of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.

2. Appropriate identification of the procurement being questioned.

3. A precise statement of reasons for the protest.

4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a

party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Office Service Manager's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

52. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End User**s in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B - PRODUCT SPECIFIC REQUIREMENTS

For

FIRE SERVICE APPARATUS (ALL TYPES)

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1. INTRODUCTION

It is the intent of this bid solicitation to acquire pricing that will be used to establish purchase order contracts for various types of fire apparatus. These specifications describe various categories and specific types of Fire Apparatus, including minimum design and construction characteristics considered necessary to perform desired functions. Any products bid hereunder must meet or exceed all requirements listed or referenced in this Invitation. The basic Product categories covered by this Invitation are:

A. Aerial Fire Apparatus (Boom/Platform, Ladder, Ladder/Platform)

B. Wildland Fire Apparatus (Brush Fire)

C. Pumper Fire Apparatus

D. Special Service Apparatus (Rescue, Re-Hab, Hazmat, Mobile Command Center, etc.)

E. Pumper-Tanker / Elliptical-Tanker Fire Apparatus

F. Aircraft Rescue & Fire-Fighting Vehicles

Specific Product items have been pre-listed on **Form D** to be bid. If options (see below) other than the Base Product Items on **Form D** are being offered, they should be listed on **Form E** as upgrades, downgrades, or modifications to the base Product Item on **Form D**, and should be priced using a differential amount based on the bid price for the base Product Item.

Note: All products listed on Form D shall be considered as base **models/units**. Bidders shall provide pricing on all options **where applicable** as they pertain but not limited to the following:

- Chassis/Cab Builder (manufacturer)
- Cab Designs (2/4 Door/Tilt Cab etc.)
- Cab/Body Sheet Metals (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)
- Rear Axle Configuration (Single/Tandem/Tandem Front Steering/Triple Rear)
- Fire Pump Capacities & Mounting Locations (1250/1500/2500 GPM Pump/rear and mid-mounted)
- Body Configurations (Walk-In/Non-Walk-In Body)
- Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

Note: Customer Quotations – If Requested by an End User, the contractor shall be prepared to provide itemized pricing of the base specification (product code) allowing End User verification of credits/deducts due as a result of upgrades/downgrades to features included in the base specification.

2. GENERAL

- **Third Party Specification(s) By Reference**

This specification is based on the latest editions of NFPA 1901 Standard for Automotive Fire Apparatus, NFPA 1906 Standard for Wildland Fire Apparatus and NFPA 414 Standard for Aircraft Rescue and Fire-Fighting Vehicles.

- **Form A's**

*An originally signed **Form A** from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the **Apparatus Manufacturer**, **Franchised Texas Dealer** and those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements, **Form A's** will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), **Form A's** from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

- **Product Liability Insurance.**

The requirements for Product Liability Insurance in **Section A** are superceded as follows:

For Brush Fire Apparatus, Mini-Pumpers, Class A Pumpers, Heavy Duty Rescues, and HazMat & Mobile Command Centers, Bidder must have in place Product Liability Insurance with a Single Occurrence limit of at least $1,000,000 per seating position. For Aerial Apparatus, the requirement is $5,000,000 plus an additional $1,000,000 for each seating position. [e.g. An aerial ladder truck with six (6) seating position would require Product Liability Insurance with a Single Occurrence limit of $11,000,000.] For Slip-In Pump/Tank Units, the requirement is a Single Occurrence limit of $1,000,000 total. The General Aggregate limit for all Apparatus categories must be at least two times the Single Occurrence limit.

Note: Product liability listed above shall be the responsibility of the manufacturer.

- **Fire Apparatus Options, Accessories & Loose Equipment Offered.**

H-GAC bid specifications for fire apparatus include **FORM E *"Priced Options."*** Equipment not offered in the bid response as Priced Options shall be classified as "Unpriced/unpublished" and may not be sold except as subject to the 25% restriction imposed by Texas statutes.

Note: All priced options (Form E) may be offered for separate purchase to End Users. **Individual purchase orders for these options cannot exceed $50,000.00 (H-GACBuy Fee – 1.5%)**

- **Product Code**

Each base Product item covered by this Invitation has been pre-listed on **Form D**, and is identified by a unique **H-GAC** alphanumeric Product Code. Bidder shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Form D**.

- **Training -** On the initial delivery of the fire apparatus, the contractor shall supply a qualified representative to demonstrate the apparatus and provide initial instruction to representatives of the purchaser regarding the operation, care, and maintenance of the apparatus and equipment supplied (NFPA 1901. 4.4.3).

Note: Contractor shall quote as an option on **Form E** any optional instruction/training regarding service/maintenance that may be available for the delivered apparatus.

- **Manuals –** The contractor shall supply at the time of delivery, at least **two (2) sets** of complete operations and service documentation covering the completed apparatus as delivered and accepted (NFPA Sec. 4.19.2.1)
- **Awards -** Consistent with Texas bid award statutes, for each specific Form-D line item, H-GAC will recommend a single award to the lowest responsible Offeror. Once approved by our Board of Directors, Offerors will be notified of H-GAC management's final award recommendations by email, and then followed by a final, formal signature request from our Contracts group.

3. DETAILED PRODUCT SPECIFICATIONS

The specifications detailed below for the various categories of apparatus are to be considered the minimum requirements unless there is a conflict with descriptive information detailed on **Form D**. In that event, the requirements of **Form D** shall govern.

Note: Bidder shall supply a spec/quote sheet for each product code bid on **Form D. These sheets should** detail what features are included in the price quoted on **Form D**.

4. LEGAL REQUIREMENTS

a) In addition to NFPA 1901,1906 and 414 (latest editions), all apparatus offered shall comply with all applicable federal (i.e. FMVSS, SAE, DOT, TREA, EPA, ASTM, AWS, ASNT, UL, & NFPA + etc.) and state {Texas Department of Transportation, Division of Motor Vehicles, Motor Vehicles Division Code [Latest version]} regulations and rules, and have all components incorporated into and/or on the apparatus as required for a Texas State Safety Inspection (i.e. front and rear mud flaps, inspection certificate, etc).

b) Any apparatus bid response shall include the cost of a Texas Safety Inspection, including the Vehicle Inspection Report (VIR) and the windshield sticker.

c) Bidders, shall have on file at H-GAC prior to, or included with the bid response, the correct license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition] which is applicable to the bidder's operations.

d) The prescribed licenses will include the manufacturer/bidder, and any and all dealers and their representatives as may be required by the Motor Vehicle Division.

Note: All units offered in this solicitation must be available to our Texas members through in-state licensed franchised motor vehicle dealers. Form A's are required with the submission from each dealer (e.g. apparatus, chassis as required) in order to receive a contract. Form A's will not be accepted after the bid has been submitted.

Note: It is the contractor's responsibility to ensure all apparatus sales are in accordance with the motor vehicle laws of the state where the acquisition is made.

I. WILDLAND FIRE APPARATUS (BRUSH FIRE)

A. WILDLAND/BRUSH FIRE APPARATUS -

In addition to the latest edition of NFPA Standard 1906, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The wildland fire apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **FORM D**.

1. Minimum Standard Features Required in Base Product Item Bid:

a) Wildland/Brush Fire Apparatus Bids:

• Flat Bed body style shall have mesh bulk head

• Composite Utility body shall be constructed of composite fiberglass laminate with closed cell structural PVC foam core. Comprising a laminate of ½" thick.

• Poly Utility body shall be ½" thickness copolymer sheet material.

• 150 gpm single stage, auxiliary engine-driven pump with pump panel (2 stage pumps to be quoted as optional on **Form E**). The pump operator's panel shall be located on the left side or rear of the apparatus.

• 300 gal polypropylene water tank (250 gal. on slip-on unit). Tank shall be polypropylene with lifetime warranty.

Note: Other sizes shall be offered as Priced Options on **FORM E.** Provide sizes up through at least 400 gal.

• 1 Transverse preconnect hose bed (minimum)

• 20 cu ft Compartmentation including, but not limited to, left and right sides and rear (12 cu ft for slip-on units)

• Heater/Defroster and Air Conditioning in Cab area

• Base Cab/Chassis GVWR – 13,000 lbs.

• V8 Diesel Engine

• 5 speed manual transmission (automatic transmission to be quoted as optional on **Form E**)

• Completed apparatus must be NFPA 1906 Compliant

(b) Self-contained, Slip-on Unit Bids:

• 100 gpm @ 100psi single stage, auxiliary engine-driven pump with pump panel

• 250 gal polypropylene water tank

• Hose reel, 200 ft. of 1" hose

• Slip-on Unit to be mounted on pickup supplied by End User OR H-GAC Contractor

2. Apparatus Accessories & Loose Equipment. Bid specification documents include ***Priced Option*** forms for bidder to list prices for specific optional engines, fire pumps, body changes, accessories, and loose equipment. Equipment not offered in the base bid or as an option shall be classified as *"Unpublished Options"* and subject to 25% cap permitted under *"Non-Published"* provisions for competitive bids. ***[See Terms & Conditions]***

3. Options to Base Bid for additional apparatus. A thorough listing of options is recommended. Examples of options to include on **FORM E** are:

(a) Options to Brush Fire Bids only:

• Alternate GVWR Chassis

• Gas engine (as well as other engine sizes)

• 4-wheel drive

(b) Options to Slide-In Unit Bids only:

• Different pump sizes (e.g. 150 gpm @ 100 psi)

• Different tank sizes (+/- increments of 50 gallons.)

These options are in addition to any and all other options listed in this document or H-GAC Forms included.

II. SPECIAL SERVICE FIRE APPARATUS (RESCUE)

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Products covered by this Invitation are defined by the Product Codes listed on **FORM D**.

1. Standard Features Required in Base Bid for a special service fire apparatus.

(a) Custom Cabs:

• Minimum four (4) SCBA seats in Tilt & Split Tilt cabs
• Minimum three (3) SCBA seats in Stationary cabs
Note: Additional SCBA seats are to be priced as options on **Form E**)
• Minimum 350 bhp diesel engine (optional engines to be priced on **Form E**)
• Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
• Front axle rating (min.) – 14,600 lbs. (stationary cabs), 16,000 lbs. (tilt cabs), 18,000 lbs. (split-tilt cabs)
• Single Rear axle rating (min.) – 24,000 lbs.
• Full Anti-Lock Braking System
• Power Steering
• ABS Braking System
• Heater/Defroster/Vent/Air Conditioning
• Constructed on standard straight frame rail or drop-pinch chassis.
• Fuel Tank – 50 gallon (minimum).

(b) Commercial Cabs:

• 2 Door Models (4 Door Models may be listed as options)
• 3 to 4 SCBA seats (depending on seating capacity) 4 Door Models only
• 300 to 330 bhp diesel engine (optional engines to be priced on **Form E**)
• Allison EVS-3000 Automatic Transmission (optional transmissions to be priced on **Form E**)
• Front axle rating (min.) – 12,000 lbs. (2-Door Cab)
• Single Rear axle rating (min.) – 21,000 lbs. (2-Door Cab)

• Heater/Defroster/Vent/Air Conditioning
• Constructed on standard straight frame rail chassis.
• Fuel Tank – 40 gallon (minimum).

(c) Commercial Cabs (Light /Medium)
• 2 Door Models (4 Door Models may be listed as options)
• 300 bhp diesel engine (optional engines to be priced on **Form E**)
• Automatic Transmission (optional transmissions to be priced on **Form E**)
• Front axle rating (min.) – 7,000 lbs. (2-Door Cab)
• Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
• Heater/Defroster/Vent/Air Conditioning
• Constructed on standard straight frame rail chassis.
• Fuel Tank – 40 gallon (minimum).
• ABS Braking System.

2. Options to Base Bid for additional apparatus. Options to include on **FORM E** are:

(a) Drop-Pinch frame Special Service Fire Apparatus

Options to Walk-In Bids:

(a) Haz-Mat Configuration

(b) 2 Person Command Center Configuration

(c) Walk-Through option

3. Special Service Fire Apparatus

Equipment Storage

(a) Non Walk-in - 640 ft^3

(b) Walk-in bids - 320 ft^3

4. To be bid as options on Form E.

(a) Optical Warning Devices

(b) Generators

(c) Breathing Air Systems

(d) Winches

(e) Additional Ground Ladders

Note: All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901 (latest edition) for the specific apparatus offered.

III. AERIAL FIRE APPARATUS

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Aerials (Booms/Platforms, Ladders, Ladder/Platforms) covered by this Invitation are defined by Product Codes that have been pre-listed on **FORM D**.

1. Standard Features. The following features must be included in all items bid pursuant to this Invitation:

- Seating for a minimum of five (5) firefighters.
- A Minimum of three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others.

- For 75-99 ft., 500 lb. capacity apparatus (For Steel & Aluminum), a minimum 400 bhp diesel engine.
- For all other Products, minimum 450 bhp diesel engine (w/EVS4000 Transmission)
- All engines must meet current EPA standards.
- Allison **EVS-3000** Automatic Transmission
- Engine exhaust auxiliary brake
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes with min. 16 cfm compressor
- 1500 gpm single stage fire pump
- Polypropylene/fiberglass water tank:
- For 75-99 ft. Aerials, Single Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 300 gallon minimum polypropylene or fiberglass water tank.
- For 75-99 ft. Aerials, Tandem Axle, with a rated capacity of 500/750 lbs. (steel or aluminum construction), a 500 gallon minimum polypropylene or fiberglass water tank.
- For all 100'+ apparatus with platform, a 150 gallon minimum polypropylene or fiberglass water tank.
- Two (2) Transverse preconnect hose beds.
- Ground ladders mounted in totally enclosed compartment(s) with doors, and providing access from the rear of the apparatus.
- Left side pump operator's control panel.
- Heater/Defroster in Cab area.
- Air Conditioning in Cab area.
- For 45-65 ft. Mini-Aerials, Tandem Axle (19,000 lb. GVW), 1250 gpm single stage fire pump, (steel or aluminum construction), 300 gallon minimum polypropylene or fiberglass water tank, aluminum body.

2. Requirements by Apparatus Type.

(a) Aerials Fire Apparatus with 1,500 gpm single-stage fire pumps shall be compliant with the following NFPA 1901 chapters regarding apparatus requirements:

Chapter 5: Pumper Fire Apparatus

Chapter 8: Aerial Fire Apparatus

- All optional apparatus models offered in any bid response shall be in compliance with NFPA 1901, latest edition for the specific apparatus offered**.**

Note: Optional deletion of fire pump shall be offered as a priced option on **FORM E**.

IV. PUMPER FIRE APPARATUS

In addition to the latest edition of NFPA Standard 1901, Products bid hereunder must also comply with all **H-GAC** specifications and requirements herein. The Pumper Fire Apparatus covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

1. Standard Features Required in Base Bid Response.

- **Commercial Cabs:** 2 or 4 door cab with doors on left and right sides of apparatus
- **Custom Cabs:** 4 door cab with doors on left and right sides of apparatus
- Minimum three (3) SCBA seats in stationary cabs, four (4) SCBA seats in all others; there is no requirement for SCBA seating in 2-door Commercial Cabs
- Minimum 300 bhp diesel engine, 2-Door Commercial Cabs.
- Minimum 320 bhp diesel engine, 4-Door Commercial Cabs.
- Minimum 325 bhp diesel engine, Custom Cabs w/1250 gpm pump
- Minimum 350 bhp diesel engine, Custom Cabs w/1500 to 2500 gpm pump

Note: All engines offered shall meet current EPA standards.

- Allison **EVS-3000** Automatic Transmission for apparatus w 1250 gpm pump
- Allison **EVS-3000** Automatic Transmission for apparatus w/1500 to 2500 gpm pump
- Engine exhaust auxiliary brake shall be provided in all apparatus
- Full Anti-Lock Braking System
- Power Steering
- Air Brakes
- Minimum **750** gallon polypropylene or fiberglass water tank for pumper bodies, **500** gallon (mini-pumper)
- Minimum **1800** gallon polypropylene, fiberglass or **stainless steel** water tank for pumper/tanker bodies **on single rear axle**
- 1250 gpm single stage fire pump, Commercial Cabs.
- 1250, 1500 to 2500 gpm single stage fire pump, Custom Cabs
- Fuel Tank (minimum) – 40 gallon (commercial chassis), 50 gallon (custom chassis)

- **Commercial Cabs (Light/Medium)**
- 2 Door Models (4 Door Models may be listed as options)
- 300 bhp diesel engine (optional engines to be priced on **Form E**)
- Automatic Transmission (optional transmissions to be priced on **Form E**)
- Front axle rating (min.) – 7,000 lbs. (2-Door Cab)
- Single Rear axle rating (min.) – 12,000 lbs. (2-Door Cab)
- Heater/Defroster/Vent/Air Conditioning
- Constructed on standard straight frame rail chassis.
- Fuel Tank – 40 gallon (minimum).
- ABS Braking System.

2. Tanker Apparatus Pumps

Pumps, portable and PTO will be allowed on tankers. Minimum pump capability will be 250 gmp@150 psi, per NFPA 1901, 2009 Mobile Water Supply Apparatus, Chapter 14.

- 250, 350, 450, 500, 750 or 1000 gpm single state PTO or portable fire pump.

Note: Bidder shall list optional pumps as priced options on **Form E**.

3. Water Tanks

(a)Tank Construction.

Water tank capacity (pumpers) shall be a minimum rated **750 gal** (2850 L) as provided in the base bid response. Mini-Pumpers **500** gallon. Other sizes shall be offered as Priced Options on **FORM E.**

4. Mobile Water Supply Apparatus Water.

Water Transfer (Mobile Water Supply). The bidder shall provide pricing for tanker configurations of 1,800 gallons to 4,000 gallons including chassis requirement changes to accommodate the extra weight.

V. AIRCRAFT RESCUE & FIRE FIGHTING VEHICLES

Products bid hereunder must comply with the latest Edition of NFPA Standard 414 (Standard for Aircraft Rescue and Fire-Fighting Vehicles). The Aircraft Rescue & Fire-Fighting Vehicles covered by this Invitation are defined by the Product Codes that have been pre-listed on **Form D**.

[END OF SECTION "B"]

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: FS12-15

Title: Fire Service Apparatus (All Types)

This Section contains the following **H-GAC** *FORMS*.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form D:	Offered Items Pricing
Form E:	Published Options
Form G:	Special Statement of Warranty

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CDRom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: FS12-15

Invitation Title: Fire Service Apparatus (All Types)

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer** ☐ **Dealer/Distributor** ☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead** ☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2): _____ **Title:** _____

Mailing Address(3): _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Phone: _____ **Fax:** _____

Email Address: _____

Federal Tax ID No.: _____ **Web Page URL:** _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____ **Title:** _____

Mailing Address: _____

Street/PO Box City State & Zip

Physical Address: _____

Street City State & Zip

Toll Free Phone: _____ **Fax:** _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES **Procurement No.:** FS12-15

Title: Fire Service Apparatus (All Types)

Offeror:

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:	
Title:	Date:

HUB Status Of Offeror

☐ Offeror is a HUB, as detailed below. ☐ Offeror is not a HUB.

Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached. ☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST | **Procurement No.:** FS12-15

Title: Fire Service Apparatus (All Types)

Offeror:

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

	This Response Includes:	**Init.**
1	An "Original" hard copy of the **COMPLETE** submission, including all required *FORMS*, plus one **COMPLETE** copy, each in a separate **hard-sided** 3-ring binder.	
2	A copy of the **COMPLETE** submission, including all required *FORMS*, in **electronic format** (CD, DVD, flash drive). **Forms D & E** are to be provided in an excel format.	
3	*An originally signed **Form A** from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the **Apparatus Manufacturer**, **Franchised Texas Dealer** and those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements, **Form A's** will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues), **Form A's** from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*	
4	A Form **W-9 - Request for Taxpayer Identification Number and Certification** shall be provided from each entity that has submitted a **Form A** for this submission.	
5	The required list of **References**.	
6	Details of "**Service Organization**", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.)	
7	Complete **Warranty Documentation** for all Products offered.	
8	The manufacturer's latest **Specification Documents** detailing standard features, operating characteristics, etc., for all products offered. Note: Bidder shall supply a spec/quote sheet for each product code bid on **Form D**. These sheets should detail what features are included in the price quoted on **Form D**.	
9	**Form CIQ**, if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right.	
10	If the **Non-Resident Reciprocal Bid Act** applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A"	
11	If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission.	
12	A **Bid/Proposal Bond,** or **Cashier's Check** in the amount of **$3000.** (A percentage bond is NOT acceptable.)	**n/a**

H-GAC 'FORM D' - PRODUCT ITEM BASE OFFERING PRICES

Offeror Name:	
Invitation No.:	**FS12-15 - Fire Service Apparatus (All Types)**

Note: All products listed below are to be considered as base model/units for purposes of this Invitation and any subsequent contract. The Bidder shall determine which Product Codes to bid and shall fill in a bid price in the appropriate cell. Bidder may then bid upgrades or downgrades to different product codes as options on **Form E**, with pricing equal to the differential amount between the base Product Item price and the upgrade or downgrade being offered. Bidders are to provide pricing for options and accessories as explained in Sections A and B, as well as specific apparatus variations as listed below:

1. Other available Cab/Chassis manufacturer choices for apparatus built on a commercial cab/chassis.

2. Different available cab designs (2/4 Door/Tilt Cab etc.)

3. Cab/Body sheet and structural metal choices (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)

4. Available rear axle configurations (Single/Tandem/Tandem Front Steering/Triple Rear)

5. Different fire pumps and mounting locations (1250/1500/2500 GPM Pump/Rear and Mid-Mounted)

6. Various body configurations (Walk-In/Non-Walk-In Body) for Rescue, Re-Hab, Hazmat, Mobile Command Centers

7. Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

IMPORTANT: Bidder **MUST** submit copies of the following with their bid:

(1) A copy of each participating bidder/dealer's **TxMVD dealer license** identifying the make/brand of apparatus being bid.

(2) *An originally signed* ***Form A*** *from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the* ***Apparatus Manufacturer****,* ***Franchised Texas Dealer*** *and those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements,* ***Form A's*** *will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues),* ***Form A's*** *from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

(3) A copy of the bidders and/or manufacturers's **Texas Motor Vehicle Converter license** (where applicable).

Note: The above requirements must be met prior to any contracts being issued.

Product Code	Model & Description (Note: Bid only the base Item/Model on this Form . No changes/modifications to **Form D** descriptions will be accepted and will result in bid item being deemed non-compliant. Bid available options noted above on **Form E**)	Base Offered Price
	A. Blanchat Manufacturing	
	B. Wildland Fire Apparatus (Brush Fire)	
AB01	B-3-F450 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Ford F450 Chassis 60” CA.	
AB02	B-3- D3500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Dodge 3500 Chassis 60”CA.	
AB03	B-4-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on Ford F550 chassis 60”CA.	
AB04	B-4-D5500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on a Dodge 5500 chassis.	
AB05	B-5-F550 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on Ford F550 chassis 84” CA.	
AB06	B-5-D5500 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on a Dodge 5500 chassis 84” CA.	
AB07	B-8-Ford Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 800 gal poly tank mounted on a Ford F-750 Chassis.	

AB08	B-24-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, single upswing door per side mounted on a Ford F550 60" CA.	
AB09	B-24-D5500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor, 400 gal poly tank single upswing door per side mounted on a Dodge 5500 60" CA.	
AB10	B-24-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, single upswing door per side	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
AD01	B-27-F550 Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, mounted on a ford F550 chassis 84" CA.	
AD02	B-27-D5500 Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side HPX200 pump driven by a 23HP briggs motor 400 gal poly tank, mounted on a Dodge F550 chassis 84" CA.	
AD03	B-56-Ford Rescue first response. Welded steel superstructure transverse crosswalk with pump and roll capabilities dual swing up doors per side, dual HPX200 pump driven by 23HP briggs motors, 800 gal poly tank, mounted on a Ford F-750 chassis.	
B. Boise Mobile Equipment		
B. Wildland Fire Apparatus (Brush Fire)		
BB01	BME, Type 3, International 7400, 4WD, 4-Door ,Crew Cab. 600 Gallon Water Tank, 25 Gallon Foam Tank, Hale CBP 250 PTO Pump, Pump and Roll Capability, FoamPro 2001 Foam System,	
BB02	BME, Type 3, Freightliner M2-106, 4WD, 4-Door ,Crew Cab. 600 Gallon Water Tank, 25 Gallon Foam Tank, Hale CBP 250 PTO Pump, Pump and Roll Capability, FoamPro 2001 Foam System,	
BB03	BME, Type 3, Urban Interface (Model 34). International 7400, 4WD, 4-Door, Crew Cab. 500 Gallon Water Tank, 25 Gallon Foam Tank, Darley JMP 500 2-Stage Pump, Darley 1-1/2AGE 24 HP Kubota D902 Diesel Auxiliary Pump	
BB04	BME, Type 3, Urban Interface (Model 34) Freightliner M2-106, 4WD, 4-Door, Crew Cab. 500 Gallon Water Tank, 25 Gallon Foam Tank, Darley JMP 500 2-Stage Pump, Darley 1-1/2AGE 24 HP Kubota D902 Diesel Auxiliary Pump	
BB05	BME, Type 4, International 7400, 4WD, 4-Door, Crew Cab. 800 Gallon Water Tank, 25 Gallon Foam Tank, Rear Mounted Darley 1-1/2AGE 34HP Kubota Diesel Pump, Two (2) Hannay 150' Hose Reels, NFPA Compliant Whelen Light Package	
BB06	BME, Type 4, Freightliner M2-106, 4WD, 4-Door, Crew Cab. 800 Gallon Water Tank, 25 Gallon Foam Tank, Rear Mounted Darley 1-1/2AGE 34HP Kubota Diesel Pump, Two (2) Hannay 150' Hose Reels, NFPA Compliant Whelen Light Package	
BB07	BME, Type 6, Ford F550, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
BB08	BME, Type 6, Dodge 5500, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
BB09	BME, Type 6, (Flatbed) Ford F550, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
BB10	BME, Type 6, (Flatbed) Dodge 5500, 4WD, 4-Door 6.7L Diesel, 6-Speed A/T. 300 Gallon Water Tank Darley 1-1/2AGE 24HP Kubota D902 Diesel Auxiliary Pump	
BB11	BME, 10 Man Crew Carrier Vehicle, Freightliner M2-106, 2WD	
BB12	BME, 10 Man Crew Carrier Vehicle, International 4300, 2WD	
C. Pumper Fire Apparatus		
BC01	BME, Commercial Pumper, Side Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
BC02	BME, Commercial Pumper, Side Mount, International 7400 Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
BC03	BME, Commercial Pumper, Top Mount, Freightliner Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	

BC04	BME, Commercial Pumper, Top Mount, International 7400 Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
BC05	BME, Custom Pumper, Side Mount, Spartan Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
BC06	BME, Custom Pumper, Top Mount, Spartan Chassis, 1000 Gallon Water Tank, 1500 GPM Pump	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
BD01	BME, Walk Around, Light Rescue, Ford F550	
BD02	BME, Walk Around, Medium Rescue, Freightliner M2-106, 2WD	
BD03	BME, Walk Around, Medium Rescue, International 4300	
BD04	BME, Walk Around, Heavy Rescue, Freightliner M2-108 SD	
BD05	BME, Walk Around, Heavy Rescue, International 7400	
BD06	BME, Walk Around, Heavy Rescue, Spartan Gladiator	
E. Pumper/Tankers & Tankers		
BE01	BME, Commercial Tender, Freightliner Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	
BE02	BME, Commercial Tender, International Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	
BE03	BME, Commercial Tender, Freightliner Chassis, Tandem Axle, 3000 Gallon Water Tank, 750GPM Pump	
BE04	BME, Commercial Tender, International Chassis, Tandem Axle, 3000 Gallon Water Tank, 750GPM Pump	
BE05	BME, Custom Tender, Spartan Chassis, Single Axle, 2000 Gallon Water Tank, 750GPM Pump	
BE06	BME, Tender, Model 22, Freightliner, 2WD, 2-Door, Single Axle. 1500 Gallon Stainless Steel Eliptical Water Tank.	
BE07	BME, Tender, Model 22, International 7400, 2WD, 2-Door, Single Axle. 1500 Gallon Stainless Steel Eliptical Water Tank.	
C. Custom Fire		
B. Wildland Fire Apparatus (Brush Fire)		
CB01	CustomFIRE Initial Attack Fire Apparatus, Ford F-550 Chassis, 4x4, crew-cab, aluminum body, 300 gallons capacity	
C. Pumper Fire Apparatus		
CC01	Freightliner, 2-door, CustomFIRE pumper, aluminum body, single axle, 1500 GPM pump, side mounted pumper	
CC02	Freightliner 2-door, CustomFIRE aluminum body, single axle, 1500 GPM pump, Full Response Enclosed Top Mount pumper	
CC03	Spartan 10” raised roof, 4-door, CustomFIRE aluminum body, single axle, 1500 GPM pump, rear mount pumper	
CC04	Spartan 10” raised roof, 4-door, CustomFIRE aluminum body, single axle, 1500 GPM pump, side mounted pumper	
CC05	Spartan 10" raised roof, 4-door, tandem axle, CustomFIRE industrial foam pumper aluminum body, 3000 GPM pump, side mounted pumper	
CC06	Freightliner, 4 door chassis, CustomFIRE aluminum body, single axle, 1500 GPM pump, rear mount pumper	
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
CD01	Ford F550, 4-door, 4x4, CustomFire Aluminum, Non-Walk-In Body	
CD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Non-Walk-In Body	
CD03	Spartan 10" 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum Body, Non-Walk-In Body	
CD04	Spartan 10" 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, CustomFIRE Aluminum, Non-Walk-In Body	

CD05	M2 Freightliner, 2-Door, OEM Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	
CD06	Spartan 20" raised roof, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, CustomFIRE Aluminum, Walk-In Body	
CD07	Spartan 20" raised roof, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, CustomFIRE Aluminum, Walk-In Body	
E. Pumper/Tankers & Tankers		
CE01	Freightliner, 2-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, 2500 gallon, side mounted pumper	
CE02	Freightliner 2-door, single axle, CustomFIRE tanker aluminum body, 500 gpm pump, (2,000 gallons)	
CE03	Freightliner 2-door, tandem axle, CustomFIRE tanker aluminum body, 500 gpm pump, (3,000 gallons)	
CE04	Spartan Gladiator MFD chassis with 10” raised roof, 4-door, tandem axle, CustomFIRE pumper-tanker, aluminum body, 1500 GPM pump, side mounted pumper (3,000 gallons)	
D. DACO		
B. Wildland Fire Apparatus (Brush Fire)		
DB01	Self-Contained Slip-In Unit	
DB02	Brush Fire Apparatus, Ford F-550 Chassis, Steel Flatbed	
DB03	Brush fire apparatus, Ford F-550 Chassis, Formed Aluminum Flatbed	
DB04	Brush fire apparatus, Ford F-550 Chassis, Steel Utiltiy Bed	
DB05	Brush fire apparatus, Ford F-550 Chassis, Formed Aluminum Utility Bed	
DB06	Brush fire apparatus Freightliner M-2 4 x4 Chassis Steel flatbed.	
DB07	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Flatbed.	
DB08	Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Utility Bed.	
DB09	Brush Fire Apparatus, Dodge 5500 Chassis, Steel Flatbed	
DB10	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Flatbed	
DB11	Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Utility Bed	
E. Danko		
B. Wildland Fire Apparatus (Brush Fire)		
EB01	Skid Unit, 250 gallon-Waterous 2515 pump-18HP Briggs engine-Booster reel- stainless steel plumbing	
EB02	High pressure skid unit	
EB03	Flatbed, Ford F450 4x4 chassis, diesel ,aluminum flatbed, compartments, LED lighting, 300 gal poly tank, booster reel, stainless plumbing	
EB04	Flatbed, Dodge 4500, 4x4 chassis, diesel ,aluminum flatbed, compartments, LED lighting, 300 gal poly tank, booster reel, stainless plumbing	
EB05	Treadbrite quick attack body, Ford F450, 4x4 diesel, LED lighting, 300 gal poly tank, Waterous pump, Briggs engine, booster reel	
EB06	Treadbrite quick attack body, Dodge 4500, 4x4 diesel, LED lighting, 300 gal poly tank, Waterous pump, Briggs engine, booster reel	
EB07	Large Flatbed, Freightliner/M2, 1000 gallon water, 250-500 GPM pump, LED lighting	
EB08	Large Flatbed, I-H chassis, 1000 gallon water, 250-500 GPM pump, LED lighting	
EB09	Large Flatbed, Peterbilt chassis, 1000 gallon water, 250-500 GPM pump, LED lighting	
EB10	Large Flatbed, Kenworth chassis, 1000 gallon water, 250-500 GPM pump, LED lighting	
EB11	Danko Quick Response/Mini Pumper, Ford F450 4x4 diesel, painted body, 300 gallon water, 150GPM up to 1500GPM pump.	
EB12	Danko Quick Response/Mini Pumper, Dodge 4500, 4x4 diesel, painted body, 300 gallon water, 150GPM up to 1500GPM pump.	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
ED01	Ford F450, 4x4, diesel 2-Door Chassis, Non-Walk-In Rescue Body, 10' or 12' painted body, LED lighting.	
ED02	Dodge 4500, 4x4, diesel 2-Door Chassis, Non-Walk-In Rescue Body, 10' or 12' painted body, LED lighting.	

E. Pumper/Tankers & Tankers		
EE01	IHC, 2-Door Chassis, Pumper Tanker, Aluminum Body, Single Axle, 750 Hale GPM Pump, 2000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE02	Freightliner, 2-Door Chassis, Pumper Tanker, Aluminum Body, Single Axle, 750 Hale GPM Pump, 2000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE03	Kenworth, 2-Door Chassis, Pumper Tanker, Aluminum Body, Single Axle, 750 Hale GPM Pump, 2000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE04	Peterbilt, 2-Door Chassis, Pumper Tanker, Aluminum Body, Single Axle, 750 Hale GPM Pump, 2000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE05	IHC, 2-Door Chassis, Pumper Tanker, Aluminum Body, Tandem Axle, 750 Hale GPM Pump, 3000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE06	Freightliner, 2-Door Chassis, Pumper Tanker, Aluminum Body, Tandem Axle, 750 Hale GPM Pump, 3000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE07	Kenworth, 2-Door Chassis, Pumper Tanker, Aluminum Body, Tandem Axle, 750 Hale GPM Pump, 3000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE08	Peterbilt, 2-Door Chassis, Pumper Tanker, Aluminum Body, Tandem Axle, 750 Hale GPM Pump, 3000 Gal. Poly Tank, Swivel dump valve, Hosebed, LED lighting	
EE09	IHC, 2-Door Chassis, Tanker, Aluminum Body, Single Axle, 250 GPM Waterous Pump, Kubota diesel engine, 2000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE10	Freightliner 2-Door Chassis,Tanker, Aluminum Body, Single Axle, 250 GPM Waterous Pump, Kubota diesel engine, 2000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE11	Kenworth, 2-Door Chassis,Tanker, Aluminum Body, Single Axle, 250 GPM Waterous Pump, Kubota diesel engine, 2000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE12	Peterbilt, 2-Door Chassis, Tanker, Aluminum Body, Single Axle, 250 GPM Waterous Pump, Kubota diesel engine, 2000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE13	IHC, 2-Door Chassis, Tanker, Aluminum Body, Tandem Axle, 250 GPM Waterous Pump, Kubota diesel engine, 3000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE14	Freightliner, 2-Door Chassis,Tanker, Aluminum Body, Tandem Axle, 250 GPM Waterous Pump, Kubota diesel engine, 3000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE15	Kenworth, 2-Door Chassis, Tanker, Aluminum Body, Tandem Axle, 250 GPM Waterous Pump, Kubota diesel engine, 3000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
EE16	Peterbilt, 2-Door Chassis, Tanker, Aluminum Body, Tandem Axle, 250 GPM Waterous Pump, Kubota diesel engine, 3000 Gal Poly Tank, stainless plumb, Swivel dump, LED lights	
F. Darley		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
FA01	Spartan Single Rear Axle Chassis, Poly Body, 1500 GPM Midship CAFS Pump, Rear Mount 78 ft Steel Aerial, 500 Gallon Tank	
FA02	Spartan Tandem Rear Chassis, Poly Body, 1500 GPM Midship CAFS Pump, Rear Mount 109 ft Steel Aerial, 300 Gallon Tank	
B. Wildland Fire Apparatus (Brush Fire)		
FB01	Darley Wildland Attack Unit, Ford F550, Poly Body with Foam System	
C. Pumper Fire Apparatus		
FC01	IH 2-Door Single Rear Axle Chassis, Poly Body, 1500 GPM CAFS Midship Pump, 1000 Gallon Tank	
FC02	Spartan Single Rear Axle Chassis, Poly Body, 1500 GPM CAFS Midship Pump, 1000 Gallon Tank	
FC03	Spartan Tandem Rear Axle Chassis, Poly Body, 1500 GPM Midship Pump, 2500 Gallon Tank	

D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FD01	IH 2-Door Single Rear Axle, Heavy Rescue Poly Body, Non-Walk-In Body	
FD02	Spartan Single Rear Axle, Heavy Rescue Poly Body, Non-Walk-In Body	
E. Pumper/Tankers & Tankers		
FE01	Spartan Single Rear Axle Chassis, Poly Body, 1000 GPM Midship Pump, 2000 Gallon Tank	
FE02	IH 2-Door Tandem Rear Axle Chassis, Poly Body, 1250 GPM Midship Pump, 2500 Gallon Tank	
FE03	Spartan Tandem Rear Axle Chassis, Poly Body, 1500 GPM Midship Pump, 3500 Gallon Tank	
G. Deep South		
B. Wildland Fire Apparatus (Brush Fire)		
GB01	Deep South Wildland Fire Apparatus, Ford Diesel F-550 Regular Cab, 4X4, - 9’ Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.	
GB02	Deep South Wildland Fire Apparatus, IHC 4400 Regular Cab, 4X2, 15’ Alum. Flatbed Fire Body w/skid unit-150 GPM pump, 250 gallon tank.	
GB03	Skid Unit, 100 GPM pump, 250 gallon water tank, Hose reel, 200' of 1" redline	
GB04	Deep South Wildland Fire Apparatus, Ford Diesel F-550, Regular Cab, 4x4, 8' Factory Truck Bed w/skid unit, 150 GPM pump, 250 gallon water tank	
C. Pumper Fire Apparatus		
GC01	1000 Series Pumper / KW T-370 2-door S.S. Hi/Low Series 750 gallon 7 GA. S.S. Body, tank, & subframe. Hale side-mount 1250 GPM Pump.	
GC02	3000 Series Pumper / KW T-370 2 door. Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. body. Side-mount 1250 GPM pump.	
GC03	3000 Series Pumper / Spartan Metro X 4 door. Hi/Low Series Pumper, 750 Gallon Poly Tank - 1/8" Hi/Low Alum. Body. Side-mount 1250 GPM pump.	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
GD01	Quick Response Rescue / Fire Apparatus, Ford Diesel F-550 Regular cab, 4X4, 9’ – 1/8" Alum. 68” High Rescue / Fire Body.	
GD02	Medium-Duty "Walk-Around" Rescue Body / KW T-370 2- door 12’ – 1/8" Alum. 84” High Rescue / Fire Body.	
GD03	Heavy Duty "Walk-Around" Rescue Body/Spartan MetroX 4 Door, 18' Alum. 84" High Rescue/Fire Body.	
E. Pumper/Tankers & Tankers		
GE01	Classic Series Mild Steel Tank / KW T-370 2 door - 3/16” Semi-Elliptical 1800 gallon coated mild steel tank body & subframe, 500 GPM PTO pump.	
GE02	Classic Series Poly Tank / KW T-370 2 door. 1800 gallon Poly Tank 1/8" Aluminum Body & Subframe, 500 GPM PTO pump.	
GE03	Classic Series Stainless Steel Tanker / KW T-370 2 door - Semi-Elliptical 1800 gallon Stainless Steel tank body & subframe, 500 GPM PTO pump.	
GE04	Classic Series Poly Tank / Spartan Metro X 4 dr - 1800 gallon Poly Tank 1/8" Alum. Body & Subframe, 500 GPM PTO pump.	
H. Emergency One (E-One)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
HA01	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT. 550# Tip Load, Rear Mount Telescoping Ladder	
HA02	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 650# Tip Load, Rear Mount Telescoping Ladder	

HA03	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 825# Tip Load, Rear Mount Telescoping Ladder	
HA04	E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	
HA05	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 550# Tip Load, Rear Mounted Telescoping Ladder	
HA06	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT. 300-800# Tip Load, Rear Mount Telescoping Ladder	
HA07	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	
HA08	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	
HA09	E-ONE Cyclone II, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	
HA10	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS105 - 105 FT. 575# Tip Load, Rear Mounted Telescoping Ladder	
HA11	E-One Cyclone II, 4-Door Full-Tilt Aluminum Cab, Extruded Aluminum Body, Tandem/Axle, 2000 GPM Single Stage Pump, 300 Gallon Tank, Bronto 100' Rear Mounted Telescoping & Articulating Steel Boom with Platform	
B. Wildland Fire Apparatus (Brush Fire)		
HB01	E-ONE International 4300 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	
C. Pumper Fire Apparatus		
HC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
HC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
HC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
HC04	E-One Typhoon, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
HC05	E-ONE Cyclone II, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
HC06	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	
HC07	E-One Typhoon Urban Interface Pumper, 4-Door Custon Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
HD01	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	

HD02	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
HD03	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
HD04	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
HD05	International Terra Star, 2-Door , OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
HD06	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	
HD07	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
HD08	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	
HD09	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	
HD10	E-One Cyclone II , 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	
E. Pumper/Tankers & Tankers		
HE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
HE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
HE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
HE04	E-ONE CYCLONE II, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	
HE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	
HE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	
HE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	
HE08	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	
HE09	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	
HE10	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	
HE11	International 4400, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	
HE12	International, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Tandem Axle, 500 GPM Pump	
F. Airport Rescue Fire-Fighting Vehicles		
HF01	E-ONE Titan Force 4x4 P701-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant)	
HF02	E-ONE Titan Force 6x6 P711, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	
I. Emergency Vehicles, Inc. (EVI)		
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat,		
ID01	Ford F-550 2-Door, Single Axle | 10' Non-Walk-In Rescue (Aluminum)	
ID02	Ford F-550 2-Door, Single Axle | 12' Non-Walk-In Rescue (Aluminum)	
ID03	Ford F-550 4-Door, Single Axle | 12' Non-Walk-In Rescue (Aluminum)	
ID04	Ford F-550 2-Door, Single Axle | 12' Walk-In Rescue (Aluminum)	
ID05	Freightliner M2, 2-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	
ID06	International 4400, 2-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	

ID07	Freightliner M2, 4-Door, Single Axle | 16' Non-Walk-In Rescue (Aluminum)	
ID08	Freightliner M2, 2-Door, Single Axle | 16' Walk-In Rescue (Aluminum)	
ID09	International 4400, 2-Door, Single Axle | 16' Walk-In Rescue (Aluminum)	
ID10	Freightliner M2, 4-Door, Single Axle | 18' Walk-In Rescue (Aluminum)	
ID11	International 4400, 4-Door, Single Axle | 18' Walk-In Rescue (Aluminum)	
ID12	Freightliner M2, 2-Door, Single Axle | 18' Crew-Body Rescue (Aluminum)	
ID13	Freightliner M2, 2-Door, Single Axle | 18' Mobile Command Center (Aluminum)	
ID14	Custom, 4-Door Full Tilt, Single Axle | 21' Non-Walk-In Rescue (Aluminum)	
ID15	Custom, 4-Door Full Tilt, Single Axle | 21' Walk-In Rescue (Aluminum)	
ID16	Freightliner M2, 4-Door, Single Axle | 25' Walk-In Rescue (Aluminum)	
ID17	International 4400, 4-Door, Single Axle | 25' Walk-In Rescue (Aluminum)	
ID18	Freightliner M2, 4-Door, Tandem Axle | 25' Walk-In Rescue (Aluminum)	
ID19	International 4400, 4-Door, Tandem Axle | 25' Walk-In Rescue (Aluminum)	
ID20	Custom, 4-Door, Full Tilt, Tandem Axle | 30' Walk-In Rescue (Aluminum)	
ID21	Freightliner M2, 2-Door, Tandem Axle | 30' Walk-In Command Center (Aluminum)	
J. Ferrara		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
JA01	Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
JA02	Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
JA03	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 57' Rear Mounted Telescoping Ladder	
JA04	Cinder, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
JA05	Igniter, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
JA06	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Single Axle, 77' Rear Mounted Telescoping Ladder	
JA07	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 107' Rear Mounted Telescoping Ladder	
JA08	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 127' Rear Mounted Telescoping Ladder	
JA09	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder	
JA10	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 85' Mid-Mounted Telescoping Ladder with Platform	
JA11	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 85' Rear Mounted Telescoping Ladder with Platform	
JA12	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mounted Telescoping Ladder with Platform	
JA13	Inferno, 4-Door Full-Tilt OEM Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform	
B. Wildland Fire Apparatus (Brush Fire)		
JB01	Self-Contained Slip-In Unit	
JB02	Ferrara Brush Fire Apparatus, Ford Truck, Extruded Aluminum Flatbed	
JB03	Ferrara Brush Fire Apparatus, Dodge Truck, Extruded Aluminum Flatbed	
C. Pumper Fire Apparatus		
JC01	Freightliner M2, 2-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
JC02	Freightliner M2, 4-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
JC03	International 4400, 2-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	

JC04	International 4400, 4-Door, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
JC05	Custom Cinder, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	
JC06	Custom Igniter, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	
JC07	Custom Inferno, 4-Door, Full-Tilt Cab, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Pumper	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
JD01	Ford 550, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
JD02	Ford 550, 2-door Super Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
JD03	Ford 550, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In LIGHT Rescue	
JD04	Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM Rescue	
JD05	Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, NON-Walk-In MEDIUM Rescue	
JD06	Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	
JD07	Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	
JD08	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
JD09	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
JD10	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
JD11	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
JD12	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	
JD13	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	
JD14	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Incident Command Vehicle	
E. Pumper/Tankers & Tankers		
JE01	M2 Freightliner, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
JE02	M2 Freightliner, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
JE03	Custom Cinder 2, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
JE04	Custom Igniter, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
JE05	Custom Inferno, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	
K. Firematic		
B. Wildland Fire Apparatus (Brush Fire)		
KB01	Firematic, RALLY B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, 400 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, FoamPro 2001 Foam System, Super Single wheels and tires	
KB02	Firematic, Rally B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum compartment body, 400 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, FoamPro 2001 Foam System, Super Single wheels and tires	

KB03	Firematic, Rally B.R.A.T. ® Ford F350, 4WD, 2-Door , Aluminum flatbed body, 250 Gallon Water Tank, 10 Gallon Foam Tank, Hale HPX200 Pump, Pump and Roll Capability, Scotty Foam System, Super Single wheels and tires	
KB04	Firematic, Army 2.5 ton Brush Breaker, 6WD, 2-Door , Steel flatbed and tube body, 600 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, Scotty Foam System	
KB05	Firematic, Army 5 ton Brush Breaker, 6WD, 2-Door , Steel flatbed and tube body, 1000 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, Scotty Foam System, Super Single wheels and tires	
KB06	Firematic, Rally B.R.A.T. ® Dodge 5500, 4WD, 4-Door , Aluminum flatbed body, 400 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, FoamPro 2001 Foam System, Super Single wheels and tires	
KB07	Firematic, B.R.A.T. ® Ford F550, 4WD, 4-Door , Aluminum flatbed body, Aluminum investment protection cage, 400 Gallon Water Tank, 10 Gallon Foam Tank, Hale 30FS/Deutz Diesel Pump, Pump and Roll Capability, FoamPro 2001 Foam System, Super Single wheels and tires	
C. Pumper Fire Apparatus		
KC01	Firematic, B.R.A.T. ® 1000. Commercial Pumper, Aluminum compartment body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	
KC02	Firematic, Rally B.R.A.T. ® 1000. Commercial Pumper, Aluminum flatbed body, Mid Mount, Ford F550 4x4, 300 Gallon Water Tank, 1250 GPM Pump	
KC03	Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, Freightliner 4x4, 700 Gallon Water Tank, 1250 GPM Pump	
KC04	Firematic, Brute Commercial Pumper, Aluminum compartment body, Front Mount, International 7400 4x4, 700 Gallon Water Tank, 1000 GPM Pump	
KC05	Firematic, Brute Commercial Pumper, Aluminum compartment body, Rear Mount, Freightliner 4x4, 750 Gallon Water Tank, 1250 GPM Pump	
D. Special Service Apparatus (Walk-In & Non-Walk In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
KD01	Firematic, Rescue B.R.A.T. ® Non Walk In, Aluminum Body Light Rescue, Ford F550, Super Single Wheels and tires	
KD02	Firematic, Rescue B.R.A.T. ® Walk In, Aluminum Body Light Rescue, Ford F550, Super Single Wheels and tires	
L. HME		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
LA01	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF80L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
LA02	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF80L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
LA03	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF111L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
LA04	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Tandem Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 400 Gallon Tank, Steel Ladder HAF111L, 1000# Tip Load, Rear Mounted Telescoping Ladder	
LA05	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, Stainless Steel Body, 1500 GPM Single Stage Pump, 500 Gallon Tank, HAF51T, 1000# Tip Load, Rear Mounted Steel Boom	
B. Wildland Fire Apparatus (Brush Fire)		
LB01	HME Ford F-550 4x4 Initial Attack MiniEvo, 1500 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 400 Gallons	
LB02	HME SFO Initial Attack Type I, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, 1250 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 850 Gallons	
LB03	HME International 7400 4x4 Quick Attack Type III/34D, 500 GPM Side Mounted Pump, Stainless Steel Body, Single Axle, 500 Gallons	

C. Pumper Fire Apparatus		
LC01	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC02	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC03	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC04	HME International 7400 2-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC05	HME International 7400 4-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC06	HME Freightliner M2 2-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC07	HME Freightliner M2 4-Door Commercial Cab, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 1045 Gallons	
LC08	HME SFO R.A.T., 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Single Axle, 1250 GPM Side Mounted Pump, 500 Gallons	
LC09	HME 1871W R.S.V.P., 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Pumper, Stainless Steel Body, Signle Axle, 1250 GPM Side Mounted Pump, 750 Gallons	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
LD01	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
LD02	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
LD03	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 14' Stainless Steel Body, Non-Walk-In Rescue	
LD04	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
LD05	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
LD06	HME SFO, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Single Axle, 18' Stainless Steel Body, Non-Walk-In Rescue	
LD07	HME Ford F-550 4x4 4-Door Light Rescue PackRat, Non-Walk-In Stainelss Steel Rescue Body	
E. Pumper/Tankers & Tankers		
LE01	HME Spectr, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
LE02	HME 1871W, 4-Door Custom Full-Tilt Extruded Aluminum Cab, Six (6) Man Seating, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
LE03	HME Freightliner M2 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
LE04	HME Freightliner M2 4-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
LE05	HME International 7400 2-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
LE06	HME International 7400 4-Door Commercial Cab, Stainless Steel Body, Tandem Axle, 1250 GPM Side Mounted Pumper/Tanker, 3000 Gallons	
M. KME		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		

ND06	IH4400, 2-Door, Aluminim Extruded Body, Single Axle, Walk-in, Roll up doors, Rescue 19'	
ND07	Spartan 4-Door, Aluminum Tilt Cab, 10" Raised Roof, Aluminum Extruded Body, Walk-in, Single Axle, Roll up doors, Rescue 19'	
E. Pumper/Tankers & Tankers		
NE01	IH7400, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, 3000 Gal. Tank, 3 Dump Valves	
NE02	Spartan 2-Door, CustomTilt Cab, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, 1800 Gal. Tank, Single Dump Valve	
O. Maintainer Custom Bodies, Inc. (MCB)		
B. Wildland Fire Apparatus		
OB01	MCB Performer Series Quick-Attack, 300 Gallon Tank & Waterax B2X Pump, 10' Aluminum Rescue Style Body on Ford F-550 Diesel, 2-Door, 60CA, 4X4 chassis.	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
OD01	MCB Responder Series 10' All Aluminum Walk-around rescue on Ford F-550 Diesel, 4-Door, 4X4, 84"CA chassis	
OD02	MCB Responder Series 15' All Aluminum Walk-around rescue on Ford F-550 Diesel, 2-Door, 4X4, 120"CA chassis	
OD03	MCB Responder Series 18' All Aluminum Walk-around rescue on IH 4400 Series 2-Door 4X2	
OD04	MCB Responder Series 22' All Aluminum Walk-around rescue on IH 4400 Series 2-Door 4X2	
OD05	MCB Responder Series 28' All Aluminum Walk-around rescue on IH 7500 Series 2-Door 4X2	
OD06	MCB Responder Series 10' All Aluminum Walk-in rescue on Ford F-550 Diesel, 4-Door, 4X4, 84"CA chassis	
OD07	MCB Responder Series 15' All Aluminum Walk-in rescue on Ford F-550 Diesel, 2-Door, 4X4, 120"CA chassis	
OD08	MCB Responder Series 18' All Aluminum Walk-in rescue on IH 4400 Series 2-Door 4X2	
OD09	MCB Responder Series 22' All Aluminum Walk-in rescue on IH 4400 Series 2-Door 4X2	
OD10	MCB Responder Series 15' All Aluminum Walk-in 15-Passenger Crew Carrier Body on 4400 Series 2-Door 4X2	
OD11	MCB Responder Series 14' All Aluminum Combination rescue on Ford F-550 Diesel, 2-Door, 4X4, 84"CA chassis	
OD12	MCB Responder Series 15' All Aluminum Combination rescue on Ford F-550 Diesel, 2-Door, 4X4, 120"CA chassis	
OD13	MCB Responder Series 18' All Aluminum Combination rescue on IH 4400 Series 2-Door 4X2	
OD14	MCB Responder Series 22' All Aluminum Combination rescue on IH 4400 Series 2-Door 4X2	
OD15	MCB Responder Series 28' All Aluminum Mobile Command Center on IH 7600 2-Door 4X2	
OD16	MCB Responder Series 28' All Aluminum Mobile Command Center on Spartan MetroStar-X 2-Door 4X2	
P. Metro Fire Apparatus Specialists		
B. Wildland Fire Apparatus (Brush Fire)		
PB01	Self Contained Slide In Unit, 250 gallon	
PB02	Metro Brush Truck, Ford F450 2Dr, Aluminum Flat Bed, 300 Tank	
PB03	Metro Brush Truck, Ford F550 2Dr, Aluminum Flat Bed, 300 Tank	
PB04	Metro Brush Truck, Ford F650 2Dr, Aluminum Flat Bed, 300 Tank	
C. Pumper Fire Apparatus		
PC01	Metro Mini-Pumper, Ford F550 2Dr, Aluminum Body, 1250gpm pump, 500 Tank	
PC02	Metro CAFS Mini-Pumper, Ford F550 2Dr, Aluminum Body, 1250gpm pump, 500 Tank	

MA01	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 79' 500# Rear Mounted Telescoping Steel Ladder	
MA02	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 103', 4 Section, 500# Rear Mounted Telescoping Steel Ladder	
MA03	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 79' 750# Rear Mounted Telescoping Steel Ladder	
MA04	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 123' 500# Rear Mounted Telescoping Steel Ladder	
MA05	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 102' 1000# Rear Mounted Telescoping Ladder with Platform	
MA06	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' 1000# Mid-Mounted Telescoping Ladder with Platform	
MA07	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' 500# Tractor (Mid-Mount), Telescoping Steel Ladder	
MA08	KME, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	
MA09	International 4400, 4-Door, Formed Aluminum Body, Single Axle, 55' Water Tower (FireStix)	
B. Wildland Fire Apparatus (Brush Fire)		
MB01	Ford F-550, 4 x 4, 2-Door, Skid Mounted Pumper Body	
MB02	Ford F-550, 4 x 4, 2-Door, Flatbed Style Skid Mounted Pumper	
MB03	Ford F-550, 4 x 4, 2-Door, Aluminum Minipumper Body, 300 gal. Tank, 1000 gpm Midship PTO Pump	
MB04	Intl 7300 4 x 4, 4-Door, Aluminum Minipumper Body, 500 gal. Tank, 1000 gpm Midship PTO Pump, 26,000lb GVWR	
MB05	International 7400, 4x4, 4-Door, Ridgerunner, Dual Pump, 500/20 Gals Water/Foam, NFPA 1901/1906	
MB06	International 7400, 4 x 4, 4-Door, OEM Interface Pumper, Formed Alum Body, Single Axle, 750 GPM, 500 Gallon Water	
C. Pumper Fire Apparatus		
MC01	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 1000 Gal Tank-Legacy Series Pumper	
MC02	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 1000 Gal Tank-Challenger Series Pumper	
MC03	International 4400, 2-Door, OEM Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Flex Pumper	
MC04	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, 750 Gal Tank-Flex Pumper	
MC05	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, 1250 GPM Pump, Rear-Mounted Pumper	
MC06	KME Custom, 4-Door, Full-Title, Aluminum Cab, Alum Body, Single Axle, 2000 GPM Pump, 1000 Gal Tank-Flex Pumper	
MC07	International 4400, 2-Door, Alum Body, Single Axle, 1250 GPM Pump, Rear-Mounted Pumper	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
MD01	Ford F-550 4 x 2 Chassis, 2 Door, Light Duty Walk-Around Rescue	
MD02	Intl 4300, 4 x 2, 2-Door, Medium Duty Walk-Around Rescue	
MD03	International 4400, 4 x 2, 2-Door, Medium Duty Walk-In Rescue	
MD04	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Walk-Around Rescue	
MD05	International 4400, 2-Door, Air/Light Special Service Walk-Around Rescue	
MD06	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Single Axle, Heavy Duty Combination Walk-in / Walk-Around Rescue	
MD07	International 4400 4x2, 2-Door, 10 person Crew Carrier	
E. Pumper/Tankers & Tankers		
ME01	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 1250 GPM Pump, Painted 1800 Gal Elliptical Tank-LE Series Tanker	

ME02	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 1250 GPM Pump, Painted 2500 Gal Elliptical Tank-LE Series Tanker	
ME03	International 4400, 2-Door, Aluminum Treadplate Body, Single Axle, 500 GPM Pump, Painted 1800 Gal Wetside Tank-LE Series Tanker	
ME04	International 4400, 2-Door, Aluminum Body, Single Axle, 500 GPM Pump, 2,000 Gal Legacy Elliptical Tanker	
ME05	International 4400, 2-Door, Aluminum Body, Single Axle, 500 GPM Pump, 2,000 Gal Legacy Wetside Tanker	
ME06	International 7400, 2-Door, Aluminum Treadplate Body, Tandem Axle, 500 GPM Pump, Painted 2500 Gal Wetside Tank-LE Series Tanker	
ME07	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 750 GPM Pump, 1800 Gal Eliminator T Tank	
ME08	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 750 GPM Pump, 3000 Gal Eliminator T Tank	
ME09	International 4400, 2-Door, Formed Galvanneal Body, Single Axle, 1250 GPM Pump, 1800 Gal T-Tank-Flex Pumper Tanker	
ME10	International 7400, 2-Door, Formed Galvanneal Body, Tandem Axle, 1250 GPM Pump, 2500 Gal T-Tank-Flex Pumper Tanker	
ME11	KME Custom, 4-Door, Full-Tilt, Aluminum Cab, Alum Body, Tandem Axle, 3,000 Gallon, Pumper-Tanker with 2,000gpm Pump	
F. Airport Rescue Fire-Fighting Vehicles		
MF01	Ford F550, 4 x 4, 4-Door, Class 1 RIV, 120 GAL AFFF Pre-mix	
MF02	Ford F550, 4 x 4, 4-Door, Class 2 RIV, 500 GPM Pump, 300/40 Gal Water/Foam Tank	
MF03	International 7400 4 x 4, 2-Door, Class 3 RIV, 500 GPM Pump, 500/75 Gal Water/Foam Tank	
MF04	KME Custom Class 4 ARFF, 4 x 4, 2000 GPM, 1500/200 Gal Water/Foam Tank	
MF05	KME Custom Class 5 ARFF, 6 x 6, 2000 GPM, 3000/400 Gal Water/Foam Tank	
N. Marion		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
NA01	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, rear mount, 85'telescopic ladder platform, Tandem Axle, 750# tip, 400 Gal. Tank	
NA02	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, mid-mount, 104' telescopic ladder platform, Tandem Axle, 750# 400 Gal. Tank	
NA03	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, rear mount, 75' 3-section, telescopic steel ladder, Single Axle, 500#, 500 Gal. Tank	
NA04	Spartan 4-Door, Aluminum Tilt Cab, Extruded Aluminum Body, 1500 GPM Pump, Rear Mount, 100' 4-section telescopic steel ladder, Tandem Axle, 500#, 400 Gal. Tank	
C. Pumper Fire Apparatus		
NC01	IH 4400,2-Door, Pumper, Extruded Aluminum Body, Single axle,1250 GPM Pump, Side Mounted, 750 Gal. Tank	
NC02	Freightliner M2, 2-Door, Pumper, Extruded Aluminum Body, Single Axle,1250 GPM Pump, Side Mounted, 750 Gal. Tank	
NC03	Spartan 4-Door, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted, 750 Gal.Tank	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
ND01	Ford F550, 2-Door, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 12'	
ND02	IH4400, 2-Door, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 17'	
ND03	Spartan 4-Door, Aluminum Tilt Cab, 10" Raised Roof, Aluminum Extruded Body, Single Axle, Non-Walk-in, Roll up doors, Rescue 17'	
ND04	IH4400, 2-Door, Aluminim Extruded Body, Single Axle, Walk-In, Roll up doors, Rescue 19'	
ND05	IH4400, 2-Door, Aluminim Extruded Body, Single Axle, Walk-In, Command Center, Roll up doors, Rescue 19'	

D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
PD01	Metro Light Rescue, Ford F550 2Dr, Aluminum Body, Non-Walk-In	
PD02	International 4400, 2-Door, OEM Cab, Single Axle, Aluminum Body, Non-Walk-In Rescue	
PD03	Spartan, Full-Tilt, Aluminum Cab, Single Axle, Aluminum Body, Non-Walk-In Body	
PD04	International 4400, 2-Door, OEM Cab, Single Axle, Aluminum Body, Walk-In Rescue	
PD05	Spartan, Full-Tilt, Aluminum Cab, Single Axle, Aluminum Body, Walk-In Body	
Q. Midwest Fire		
B. Wildland Fire Apparatus (Brush Fire)		
QB01	Midwest Fire Brush Unit - F-550 Diesel, Aluminum Flatbed, Pump and Roll Capabilities, 400 GPM portable pump, 250 gallons, Regular Cab, 60" CA	
QB02	Midwest Fire Brush Unit - F-550 Diesel, Aluminum Flatbed, Pump and Roll Capabilities, 400 GPM portable pump, 250 gallons, Regular Cab, 84" CA	
QB03	Midwest Fire ***All-Poly*** Quick Attack - F-550 Diesel, Regular Cab, 400 GPM portable pump, 250 gallons, ROM Doors, 84" CA	
E. Pumper/Tankers & Tankers		
QE01	Midwest Fire ***All-Poly*** Tanker-Pumper, 2000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Single Axle	
QE02	Midwest Fire ***All-Poly*** Tanker-Pumper, 3000 Gallon, Freightliner M2, 1000 GPM PTO, Pump and Roll, Tandem Axle	
QE03	Midwest Fire ***All-Poly*** Tanker, 2000 Gallon, Freightliner M2, 750 GPM PTO pump, Pump and Roll, Single Axle, Under 30'	
QE04	Midwest Fire ***All-Poly*** Tanker, 3000 Gallon, Freightliner M2, 250 GPM portable pump, pump and roll	
R. Nevada Pacific Fire & Safety Inc.		
B. Wildland Fire Apparatus (Brush Fire)		
RB01	Brush Fire Apparatus, Ford F-450, 2 door, gas engine Steel Flatbed	
RB02	Brush Fire Apparatus Ford F-550, 2 Door, Gas Engine, Steel Flatbed w/ work stations	
RB03	Brush Fire Apparatus, Ford F-550 2 Dr, Diesel engine Extruded Aluminum Flatbed w/ Aluminum comparments	
RB04	Brush Fire Apparatus, Ford F-550, 2 Dr, Diesel engine Ply-Utility Body	
RB05	Brush Fire Apparatus, Ford F-550 2 Door, Diesel Engine, with Aluminum Flatbed w/ work stations, Aluminum Compartments	
RB06	Ford F-550 XL 4x4, 2-Dr, Gas Engine, 60" CA, Brush Truck,Aluminum flatbed and compartments 300 Gallon Tank, Water Pump, 200gpm Pump.	
RB07	Ford F-550 XL 4X4, 2-Dr.,60" CA, Gas engine Brush Truck, Aluminum flatbed w/ Poly Compartment., 300 Gallon Tank, 240 gpm water pump.	
RB08	Ford F-550 XL 4x4 Crew Cab, Diesel Engine, 60" CA, 9' Multi-Purpose Brush Truck, Aluminum flatbed 300 Gallon Tank, 300 gpm Water Pump.	
RB09	Ford F-550 XL 4x4, 2-Dr, Diesel Engine, 165" WB, 12' Rescue Brush Truck, 300 Gallon Tank, Diesel Driven 220 gpm Water Pump.	
RB10	Brush Fire Apparatus, Ford F-550, 60" CA, Crew Cab, Diesel Engine Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	
RB11	Brush Fire Apparatus, Ford F-550, Crew Cab, Diesel Engine 60" CA Aluminum Flatbed with work stations and Poly cabinets, 300 gal drop in tank 200 gpm pump	

RB12	Brush Fire Apparatus, Ford F-550, 60" CA, 2 Door, Gas Engine, Steel Flatbed W/ work stations and Aluminum cabinets, 300 gal drop in tank 200 gpm pump	
RB13	Self- Contained Slip-In Unit,Fire skid unit 11hp Honda pump 200gal tank hose reel with hose (option foam cell system & gallon tank sizes).	
RB14	Self-Contained Slip-In-Unit, Fire skid unit 19 hp diesel pump 300 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
RB15	Self-Contained Slip-In-Unit, Fire skid unit 20 hp gasoline pump 400 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
RB16	Self-Contained Slip-In-Unit, Fire skid unit 20 hp gasoline pump 400 gal tank hose reel with hose, (option foam cell system & gallon tank sizes)	
RB17	Self-Contained Slip-In-Unit, Fire skid unit CAFS 400gal tank(STORED ENERGY) hose reel with hose (potion foam cell system & purple K, & gallon tank sizes).	
RB18	Self-Contained Glider Kit Aluminum flatbed, Poly comartments, 300 gal Tank 200gpm pump.	
RB19	Self-Contained Glider Kit Aluminum flat bed, w/ Poly compartments, 300 gal Tank, 200gpm pump	
RB20	Self-Contained Glider Kit Aluminum flatbed, Aluminum compartments, 300 gal Tank 200gpm pump.	
RB21	Brush fire appparatus Freighliner M2-106 4WD **standard cab** with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
RB22	Brush fire appparatus Freighliner M2-106 4WD **EXTENDED cab** with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
RB23	Brush fire appparatus Freighliner M2-106 4WD **EXTENDED CREW CAB** with aluminum flatbed, aluminum compartments, 800 gallon tank, Diesel 300 gpm pump. Emergency lighting packag.	
S. OshKosh		
F. Airport Rescue Fire-Fighting Vehicles		
SF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 5 Passenger Seating maximum, Roof Turret (375/750 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	
SF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 5 Passenger Seating maximum, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	
SF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	
SF04	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	
T. Pierce		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
TA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	
TA03	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	

TA06	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	
B. Wildland Fire Apparatus (Brush Fire)		
TB01	Self-Contained Slip-In Unit	
TB02	Pierce Brush Fire Apparatus, Ford F450, Steel Flatbed	
TB03	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Flatbed	
TB04	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	
TB05	Pierce Brush Fire Apparatus, IHC, Formed Aluminum Flatbed	
TB06	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	
C. Pumper Fire Apparatus		
TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
TD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	
TD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
TD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
TD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
TD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
TD06	Pierce Saber, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
TD07	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in Body	
TD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
TD09	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
TD10	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
TD11	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
TD12	Pierce Saber 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
TD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in Body	
E. Pumper/Tankers & Tankers		
TE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	

TE02	International 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
TE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	
TE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	
TE05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	
TE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	
TE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
TE08	International 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
TE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	
TE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	
TE11	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	
TE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	
U. Rosenbauer		
F. Airport Rescue Fire-Fighting Vehicles		
UF01	Rosenbauer Panther 1500, 2-Door, Aluminum Cab, High Performance Off Road suspension, 3 Passenger Seating, Roof Turret (375/750 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (1500 gal.), Foam Tank Capacity (200 gal.), Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer R 600, Dual Stage Centrifugal high pressure, 1850 gpm at 250 psi)	
UF02	Rosenbauer Panther 3000, 2-Door, Aluminum Cab, High Performance Off Road suspension, 3 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (3000 gal.), Foam Tank Capacity (400 gal.),Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer R 600, Dual Stage Centrifugal high pressure, 1850 gpm at 250 psi)	
UF03	Rosenbauer Panther 3000 with HRET, 2-Door, Aluminum Cab, High Performance Off Road suspension, 2 Passenger Seating, 1000 gpm High Reach Extendable turret (500/1000 gpm), bumper Turret (300 gpm), One (1) left side pre-connected Handline (Foam/Water) one (1) right side twin agent handline, Water Tank Capacity (3000 gal.), Foam Tank Capacity (400 gal.),Dry Chemical 500 pounds, Fire Pump (Power divider driven Rosenbauer R 600, Dual Stage Centrifugal high pressure, 1850 gpm at 250 psi)	
UF04	Rosenbauer Airwolf C2 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds, Fire Pump 250 gpm	
UF05	Rosenbauer Airwolf C3 2-Door International 7400 4x4 Cab/chassis, 2 Passenger Seating, bumper Turret, one (1) twin agent handline, Water Tank Capacity (500 gal.), Foam Tank Capacity (60 gal.), Dry Chemical 500 pounds, Fire Pump 250 gpm	
V. Rosenbauer Minnesota LLC		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
VA01	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 78' Rear Mount Steel Ladder	
VA02	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 78' Rear Mount Steel Ladder	
VA03	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Rear Mount Steel Ladder	
VA04	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 109' Rear-Mount Steel Ladder	
VA05	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Ladder	
VA06	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 101' Rear Mount Steel Platform	
VA07	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 104' Rear Mount Steel Platform	

VA08	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 100' Mid Mount Steel Platform	
VA09	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 104' Tractor Drawn Steel Ladder	
VA10	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 65' Rear Mount Steel Ladder	
VA11	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 51' Rear Mount Boom	
VA12	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 68' Rear Mount Boom	
VA13	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Single Axle, 102' Raptor Rear Mount Ladder	
VA14	Rosenbauer Commander, 4-Door Tilt Cab, Extruded Aluminum Body, Tandem Axle, 114' Articulating-Telescoping T-REX Platform	
B. Wildland Fire Apparatus		
VB01	IH 4400, 4x4, 2-Door, OEM Timberwolf, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount	
C. Pumper Fire Apparatus		
VC01	M2 Freightliner, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
VC02	IH4400, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
VC03	Peterbilt, 2-Door, OEM, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
VC04	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side-Mounted Pumper	
VC05	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Side-Mounted Pumper	
VC06	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Pumper, Extruded Aluminum Body, Single Axle, 1500 GPM Pump, Rear-Mounted Pumper	
VC07	Ford F550, 4x2, 2-Door OEM Cab, Mini Pumper, Formed Aluminum Body, 500 GPM PTO Pump, Side Mounted	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
VD01	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD02	IH4400, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD03	M2 Freightliner, 2-Door, OEM Cab, Tandem Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD04	Ford F-550, 2-Door, OEM Ccab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD05	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Single Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD06	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Tandem Axle, Extruded Aluminum Body, Non-Walk-In Body	
VD07	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
VD08	IH4400, 2-Door, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
VD09	M2 Freightliner, 2-Door, OEM Cab, Tandem Axle, Extruded Aluminum Body, Walk-In Body	
VD10	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Single Axle, Extruded Aluminum Body, Walk-In Body	
VD11	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Tandem Axle, Extruded Aluminum Body, Walk-In Body	
E. Pumper/Tankers & Tankers		
VE01	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	

VE02	IH4400, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
VE03	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Extruded Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
VE04	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Extruded Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
VE05	Rosenbaue Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Extruded Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
W. Rosenbauer South Dakota LLC		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
WA01	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 78' Rear Mount Steel Ladder	
WA02	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 78' Rear Mount Steel Ladder	
WA03	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Rear Mount Steel Ladder	
WA04	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 109' Rear Mount Steel Ladder	
WA05	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Ladder	
WA06	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 101' Rear Mount Steel Platform	
WA07	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 104' Rear Mount Steel Platform	
WA08	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mount Steel Platform	
WA09	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 65' Rear Mount Steel Ladder	
WA10	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 51' Rear Mount Boom	
WA11	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 68' Rear Mount Boom	
WA12	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle 75'Mid Mount Steel Ladder	
WA13	Rosenbauer Commander 4-Door Tilt Cab, Formed Aluminum Body, Single Axle, 75' Mid Mount Steel Platform	
B. Wildland Fire Apparatus		
WB01	M2 Freightliner, 4x4, 2-Door OEM Cab, Rosenbauer SD WILDLAND Pumper, FX Formed Aluminum Body, Single Axle, 1000 GPM Pump, Side Mounted	
WB02	M2 Freightliner, 4x4, 2-Door OEM Cab, Rosenbauer SD WILDLAND CT Pumper, Formed Stainless Steel Body, Single Axle, 1000 GPM Pump, Rear Mounted	
WB03	IH4400, 4x4, 2-Door OEM Cab, Rosenbauer SD WILDLAND Pumper, FX Formed Aluminum Body, Single Axle, 1000 GPM Pump, Side Mounted	
WB04	IH4400, 4x4, 2-Door OEM Cab, Rosenbauer SD WILDLAND CT Pumper, Formed Stainless Steel Body, Single Axle, 1000 GPM Pump, Rear Mounted	
WB05	M2 Freightliner, 4x4, 2-Door OEM Cab, Rosenbauer SD MAVERICK Pumper, Aluminum Body, Single Axle, 1000 GPM Pump, 1500 Gallon Tank	
WB06	IH4400, 4x4, 2-Door OEM Cab, Rosenbauer SD MAVERICK Pumper, Aluminum Body, Single Axle, 1000 GPM Pump, 1500 Gallon Tank	
C. Pumper Fire Apparatus		
WC01	M2 Freightliner, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle 1250 GPM Pump, Side Mounted	
WC02	IH4400, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle, 1250GPM Pump, Side Mounted	
WC03	Peterbilt, 2-Door OEM Cab, Pumper, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
WC04	M2 Freightliner, 2-Door OEM Cab, Firestar Pumper, Formed Aluminum Body, Single Axle 1250 GPM Pump, Side Mounted	

WC05	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
WC06	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mounted	
WC07	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1500 GPM Pump, Side Mounted	
WC08	Rosenbauer Commander, 4-Door Full-Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 1500 GPM Pump, Rear Mounted	
WC09	Rosenbauer Warrior, 4-Door Full-Tilt, Aluminum Cab, Formed Aluminum Body, Single Axle, 1250 GPM Pump, Side Mounted	
WC10	Ford F550, 4x2, 2-Door OEM Cab, Mini Pumper, Formed Aluminum Body, 500 GPM PTO Pump, Side Mounted	
WC11	IH TERRASTAR, 4x4, 2-Door OEM Cab, Mini Pumper, Formed Aluminum Body, 500 GPM PTO Pump, Side Mounted	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
WD01	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
WD02	IH4400, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
WD03	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
WD04	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, Formed Aluminum Body, Non-Walk-In Body	
WD05	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
WD06	IH4400, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
WD07	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	
WD08	Rosenbauer Commander, 4-Door, Full-Tilt, Aluminum Cab, Tandem Axle, Formed Aluminum Body, Walk-In Body	
WD09	Ford F-550, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	
E. Pumper/Tankers & Tankers		
WE01	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
WE02	M2 Freightliner, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
WE03	IH4400, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
WE04	IH7400, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
WE05	Kenworth T300, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 1800 Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
WE06	Kenworth T300, 2-Door, OEM Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
WE07	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, 1800Gallon Tank, Single Axle, 1250 GPM Pump, Mid-Mounted	
WE08	Rosenbauer Commander, 4-Door Full-Tilt, Aluminum Cab, Pumper/Tanker, Formed Aluminum Body, 2000 Gallon Tank, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
X. Seagrave		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
XA01	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, 75' Rear Mount Ladder (Meanstick) Telescoping Ladder (500#)	
XA02	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 100" Rear Mount Ladder Telescoping (500#)	
XA03	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (250#)	

XA04	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Tractor and Body, Single Axle, 100' Tractor Drawn Aerial - Mid Mounted Telescoping Ladder (500#)	
XA05	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 105' Rear Mount Telescoping Ladder Platform (1200#)	
XA06	Seagrave Marauder II Custom 4-door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 75' Mid Mounted Telescoping Platform (1000#) - Aerialscope	
XA07	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 95' Mid Mount Telescoping Platform (1000#) - Aerialscope	
B. Wildland Fire Apparatus (Brush Fire)		
XB01	Ford F550, 2-Door, OEM Cab, 4x4, Brush Truck, Aluminum Bed with Aluminum Compartments	
XB02	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Polyprene Body, 1250 GPM Pump, Side Mount	
XB03	Freightliner, 4-Door, OEM Cab, 4 x 4, Wildland Pumper, Stainless Steel Body, 1250 GPM Pump, Side Mount	
C. Pumper Fire Apparatus		
XC01	Seagrave Marauder II, Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Rear Axle, 1500 GPM Pump, Mid Mounted Pump	
XC02	Freightliner, 4-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	
XC03	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, 1250 GPM Pump, Mid Mounted Pump	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
XD01	Seagrave Maruader II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Single Axle, Non-Walk-In Body	
XD02	Freightliner, 2-Door, OEM Cab, Single Axle, Polyprene Rescue, Non-Walk-In Body	
E. Pumper/Tankers & Tankers		
XE01	Seagrave Marauder II Custom 4-Door Full Tilt Stainless Steel Cab and Body, Tandem Axle, 1500 GPM Pump, Mid Mounted Pump, 2000 Gallon Tank	
XE02	Freightliner, 2-Door, OEM Cab, Polyprene Body, Single Axle, PTO Pump, Side Mount, 2000 Gallon Tank	
XE03	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, PTO Pump, Side Mount, 3000 Gallon Tank	
XE04	Freightliner, 2-Door, OEM Cab, Polyprene Body, Tandem Axle, Gas Pump, 3000 Gallon Tank	
Y. Siddons-Martin		
B. Wildland Fire Apparatus (Brush Fire)		
YB01	Slip In Unit: Complete Slip in firefighting package for flatbed or pickup bed. Heavy Duty frame, 200 GPM pump, 300 gallon poly tank. 150’ hose reel. Hose Tray. Stainless steel plumbing.	
YB02	Skeeter Type 3 or 4 F-650: Brush unit, Large (33,000 gvw). Custom firefighting body. 750 gallon poly tank. 200-750 gpm pump. 150’ hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
YB03	Skeeter Type 5 F-550: Brush unit, Medium (19,500 gvw). Custom firefighting body. 400 gallon poly tank. 200 gpm pump. 150’ hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
YB04	Skeeter Type 6 F-350: Brush unit, Small (13,000 gvw). Custom firefighting body. 300 gallon poly tank. 200 gpm pump. 150’ hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	
Z. Smeal		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
ZA01	75' Rear Mount Telescoping Ladder (NLR-75), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA02	75' Rear Mount Telescoping Ladder (PLR-75), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	

ZA03	75' Mid Mount Telescoping Ladder (PLM-75), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA04	100' Mid Mount Telescoping Ladder (PLM-100), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA05	105' Rear Mount Telescoping Ladder (NLR-105, Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA06	110' Rear Mount Telescoping Ladder (PLR-110), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA07	125' Rear Mount Telescoping Ladder (NLR-125) , Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA08	85' Mid-Mount Telescoping Ladder with Platform (NPM-85), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA09	93' Mid-Mount Telescoping Ladder with Platform (PPM-93), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA10	100' Rear-Mount Telescoping Ladder with Platform (NPR-100), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA11	100' Rear-Mount Telescoping Ladder with Platform (PPR-100), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA12	100' Mid-Mount Telescoping Ladder with Platform, (NPM-100) Aluminum Body, Spartan Gladiator, 4-Door Tilt Cab, Tandem Axle	
ZA13	100' Tractor Drawn Telescoping Ladder (PLT)-100, Aluminun Body, Spartan Gladiator 4-Door Tilt Cab, Single Axle	
ZA14	105' Tractor Drawn Telescoping Ladder (PLT)-105, Aluminun Body, Spartan Gladiator 4-Door Tilt Cab, Single Axle	
ZA15	105' Tractor Drawn Telescoping Ladder Quint (PLTQ)-105, Aluminun Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
ZA16	54' Rear Mount Articulating Water Tower (Squrt-54), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA17	50' Rear Mount Water Tower w/ Ladder (T Squrt-50), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA18	65' Rear Mount Water Tower w/ Ladder (T Squrt-65), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA19	55' Rear Mount Articulating Platform (Snorkel-55), Aluminum Body, Spartan Metro Star 4-Door Tilt Cab, Single Axle	
ZA20	136' Rear Mount Articulating & Telescoping Platform (GIM-136), Aluminum Body, Spartan Gladiator 4-Door Tilt Cab, Tandem Axle	
B. Wildland Fire Apparatus (Brush Fire)		
ZB01	International 4-Door Chassis 4x4, OEM Cab, Aluminum Body, Single Axle, 500 GPM Pump, Mid-Mounted Type III Heavy Wildland Engine.	
ZB02	Spartan Metrostar 4-Door Chassis, Aluminum Body, Single Axle, 1500 GPM Pump, Mid-Mounted Type I Wildland Urban Interface Engine.	
C. Pumper Fire Apparatus		
ZC01	Pumper, Midship, 1250 GPM, Aluminum Body, Freightliner 2-Door Chassis, OEM Cab	
ZC02	Pumper, Midship, 1250 GPM, Aluminum Body, Freightliner 4-Door Chassis, OEM Cab	
ZC03	Pumper, Midship, 1250 GPM, Custom Series, Aluminum Body, Spartan Metro Star-X 4-Door Chassis, Aluminum Tilt Cab	
ZC04	Pumper, Midship, 1250 GPM, Custom Series, Aluminum Body, Spartan Metro Star 4-Door Chassis, Aluminum Tilt Cab	
ZC05	Pumper, Midship, 1250 GPM, Custom Series, Aluminum Body, Spartan Gladiator 4-Door Chassis, Aluminum Tilt Cab	
E. Pumper/Tankers & Tankers		
ZE01	Pumper/Tanker, Midship, 1500 GPM, 1500 Gallon, Custom Series, Aluminum Body, Spartan, Gladiator 4-Door Chassis, OEM Cab, Aluminum Tilt Cab, Single Axle	
ZE02	Pumper/Tanker, Midship, 1250 GPM, 3000 Gallon, Custom Series, Aluminum Body, Spartan, Gladiator 4-Door Chassis, OEM Cab, Aluminum Tilt Cab, Tandem Axle	
AA. Spartan ERV		

A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
AAA01	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Single Axle, 75' 500# Steel Rear Mounted Telescoping Ladder	
AAA02	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Tandem Axle 75' 500# Steel Rear Mounted Telescoping Ladder	
AAA03	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Tandem Axle, 103' 500# Rear Mounted Telescoping Ladder	
AAA04	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Tandem Axle, 100' 500# Steel Rear Mounted Telescoping Ladder/Platform	
AAA05	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Tandem Axle, 100' 500# Steel Mid Mounted Telescoping Ladder/Platform	
AAA06	Spartan 4-Door Full-Tilt Aluminum Cab, Aluminum Body, Single Axle, 100' 500# Steel Tractor Mid-Mounted Telescoping Ladder	
B. Wildland Fire Apparatus (Brush Fire)		
AAB01	Ford F550, 4x2, Aluminum Flat Bed Body	
AAB02	International 2-Door, 4x2, Aluminum Flat Bed Body	
AAB03	International 2-Door 4x2, Wildland Interface, Aluminum body	
C. Pumper Fire Apparatus		
AAC01	Ford F-550 2-Door, Pumper, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
AAC02	Kenworth 2-Door, Pumper, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
AAC03	Kenworth 2-Door, Pumper, 4x2, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
AAC04	Spartan 4-Door Custom Full-Tilt Aluminum Cab, 4x2, Pumper, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
AAC05	Spartan 4-Door Custom Full-Tilt Aluminum Cab, Pumper, 4x2, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
AAD01	Ford F550 2-Door, 4x2, Non-Walk-In Rescue, Single Axle, Aluminum Body	
AAD02	International 4400, 2-Door, 4x2, Single Axle, Aluminum Body, Non-Walk-In Rescue	
AAD03	Spartan, Full-Tilt, Aluminum Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Body	
AAD04	International 4400, 2-Door, 4x2, Single Axle, Aluminum Body, Walk-In Rescue	
AAD05	Spartan, Full-Tilt, Aluminum Cab, 4x2, Single Axle, Aluminum Body, Walk-In Body	
E. Pumper/Tankers & Tankers		
AAE01	Kenworth 2-Door, 4x2, Pumper/Tanker, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
AAE02	Kenworth 2-Door, 4x2, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
BB. Sunbelt Fire, Inc.		
B. Wildland Fire Apparatus (Brush Fire)		
BBB01	Ford F450, 2-door, Aluminum Fabricated Flatbed Body, 9' Flatbed Wildland Vehicle	
BBB02	Dodge 5500, 2-door, Aluminum Fabricated Flatbed Body, 9' Flatbed Wildland Vehicle	
BBB03	Ford F450, 2-door, Aluminum Extruded Body, 10' Quick Attack Wildland Vehicle	
BBB04	Dodge 5500, 2-door, Aluminum Extruded Body, 10' Quick Attack Wildland Vehicle	
BBB05	Skid Unit for Slide in Style Body	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
BBD01	Ford F450, 2-door, Aluminum Extruded Body, 10' Light Rescue Vehicle	

BBD02	Dodge 5500, 2-door, Aluminum Extruded Body, 10' Light Rescue Vehicle	
BBD03	Freightliner M2, 2-door Aluminum Extruded Body, 18' Walk-in Rehabilitation Vehicle	
BBD04	IHC 4400, 2-door Aluminum Extruded Body, 18' Walk-in Rehabilitation Vehicle	
BBD05	Freightliner M2, 2-door Aluminum Extruded Body, 18' Non-Walk-in Rescue Vehicle	
BBD06	IHC 4400, 2-door Aluminum Extruded Body, 18' Non-Walk-in Rescue Vehicle	
BBD07	Freightliner M2, 2-door Aluminum Extruded Body, 18' Command Vehicle	
BBD08	IHC 4400, 2-door Aluminum Extruded Body, 18' Command Vehicle	
CC. Super Vac		
B. Wildland Fire Apparatus (Brush Fire)		
CCB01	Ford F550, 2-Door, OEM Cab, 4x4, Single Axle, Aluminum Body, 100 GPM, 250 Gal Tank Slip-In, Wildland	
CCB02	International 7400, 4-Door, OEM Cab, 4x4, Aluminum Body, Single Axle, 500 GPM, 500 Gallon, Mid-Mounted Wildland Pumper	
C. Pumper Fire Apparatus		
CCC01	International 4400, 2-Door, OEM Cab, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
CCC02	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
CCD01	Ford F550, 2-Door,OEM Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Rescue	
CCD02	International 4400, 2-Door, OEM Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Rescue	
CCD03	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Single Axle, Aluminum Body, Non-Walk-In Body	
CCD04	International 4400, 2-Door, OEM Cab, 4x2, Single Axle, Aluminum Body, Walk-In Rescue	
CCD05	Spartan 4-Door Chassis, Aluminum Tilt Cab, 4x2, Single Axle, Aluminum Body, Walk-In Body	
DD. Sutphen Corporatation (Sutphen)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
DDA01	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, SA 75' Mid Mounted 1000# Telescoping Aluminum Box Boom with Climbing Ladder	
DDA02	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, SL 75' Mid Mounted 1000# Aluminum Ladder	
DDA03	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, SL 100' Mid Mounted 750# Aluminum Ladder	
DDA04	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Single Axle, 70' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
DDA05	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, SP 92' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
DDA06	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, SPH 100' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
DDA07	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, SP 110' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform	
DDA08	Sutphen Monarch, 4-Door Full-Tilt Aluminum Cab, Stainless Steel Body, Tandem Axle, SP 92' Mid Mounted 1000# Telescoping Aluminum Box Boom with Platform (Re-mounted)	
B. Wildland Fire Apparatus (Brush Fire)		
DDB01	International 7400, 4x4 4-Door Commercial Cab, Type 3 Pumper, Extruded Aluminum Body, Single Axle, 750 GPM Pump, Two Stage, Mid-Mounted	
DDB02	Sutphen Monarch, 4 Door Custom Full Tilt Aluminum Cab, Wildlan Urban Interface Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted	
C. Pumper Fire Apparatus		

DDC01	International 4400, 2-Door Commercial Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Single Stage, Mid-Mounted	
DDC02	Sutphen Guardian, 4 Door Custom Full Tilt Aluminum Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted	
DDC03	Sutphen Shield, 4 Door Custom Full Tilt Aluminum Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted	
DDC04	Sutphen Monarch, 4 Door Custom Full Tilt Aluminum Cab, Pumper, Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
DDD01	Sutphen Shield, 4 Door Custom Full Tilt Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Rescue	
DDD02	Sutphen Monarch, 4 Door Custom Full Tilt Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Rescue	
E. Pumper/Tankers & Tankers		
DDE01	International, 2-Door, Commercial Cab, Pumper/Wetside Tanker, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
DDE02	International, 2-Door, Commercial Cab, Pumper/Eliptical Tanker, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted	
DDE03	International, 2-Door, Commercial Cab, Pumper/Wetside Tanker, Stainless Steel Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
DDE04	International, 2-Door, Commercial Cab, Pumper/Eliptical Tanker, Stainless Steel Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	
DDE05	Sutphen Monarch, 4 Door Custom Full Tilt Aluminum Cab, Pumper Tanker , Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid Mounted	
EE. Toyne		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
EEA01	Toyne, single axle, Spartan chassis, 75' rear mount aerial, Aluminum body, 300 gallons, side stack hosebed, 1500 gpm pump	
EEA02	Toyne tandem axle, Spartan chassis, 100' rear mount aerial with aluminum body, 300 gallons of water, side stack hosebed, 1500 gpm pump	
EEA03	Toyne tandem axle, Spartan chassis, rear mount 100' platform, aluminum body, 300 gallons of water, center hosebed, 1500 gpm pump	
B. Wildland Fire Apparatus (Brush Fire)		
EEB01	Toyne, Ford F550, Aluminum Body, 1000 gpm midship pump, 300 gallons of water	
C. Pumper Fire Apparatus		
EEC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Aluminum Body, Single Axle, 1250 GPM Pump, Single Stage, Mid-Mounted, 750 gallons of water	
EEC02	International 4400, 2-Door Commercial Cab, Pumper, Aluminum Body, Single Axle, 1250 GPM Pump, Single Stage, Mid-Mounted, 750 gallons of water	
EEC03	Kenworth, 2-Door Commercial Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted, 750 gallons of water	
EEC04	Spartan 4 door custom full tilt aluminum cab, PRV pumper, Welded SS body, single axle, 2000 gpm pump, mid mounted, 1000 gallons of water	
EEC05	Spartan, 4 Door Custom Full Tilt Aluminum Cab, Pumper, Aluminum Body, Single Axle, 1250 GPM Pump, Mid Mounted, 750 gallons of water	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
EED01	International 4400, 2-Door, Commercial Cab, Single Axle, Aluminum Body, Non-Walk-In Rescue	
EED02	Spartan, 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Aluminum Body, Non-Walk-In Body	
E. Pumper/Tankers & Tankers		
EEE01	International, 2-Door, Commercial Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted	

EEE02	Spartan, 4-Door, Custom Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 2500 gallons	
EEE03	International, 2-Door, Commercial Cab, Elliptical Tanker, welded stainless steel Body, Tandem Axle, 1250 GPM Pump, 2000 gallon	
	FF. U S Tanker	
B. Wildland Fire Apparatus (Brush Fire)		
FFB01	Ford F550, Aluminum Flat Bed Body, Type 6	
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
FFD01	Non-Walk-In Rescue, Ford F550 2-Door, Single Axle, Aluminum Body	
E. Pumper/Tankers & Tankers		
FFE01	Elliptical Tanker, Kenworth 2-Door, Stainless Steel Body, Single Axle 1250 GPM Pump, Mid-Mounted, 2000-gallons	
FFE02	Elliptical Tanker, Kenworth 2-Door, Stainless Steel Body, Tandem Axle 1250 GPM Pump, Mid-Mounted, 3000-gallons	
FFE03	Wet Side Tanker, Kenworth 2-Door, Stainless Steel Body, Single Axle, 1250 GPM Pump, Mid-Mounted, 2000-gallons	
FFE04	Wet Side Tanker, Kenworth 2-Door, Stainless Steel body, Tandem Axle, 1250 GPM Pump, Mid-Mounted, 3000-gallons	
	GG. Unruh Fire, Inc.	
B. Wildland Fire Apparatus (Brush Fire)		
GGB01	Unruh Fire 11 ft Attack Brush, extruded aluminum brush body with crosswalk, dual topside storage compartments, 400 gallon polypropylene tank, 85 GPM @ 150 PSI to 245 GPM @ 25 PSI pump with 23 hp gas engine, Steel hose reel with 100 ft hose and nozzle, F550, 4x4	
GGB02	Unruh Fire 9 ft Attack brush, extruded aluminum brush body with work stations, dual topside storage compartments, 400 gallon polypropylene tank, 85 GPM @ 150 PSI to 245 GPM @ 25 PSI pump with 23 hp gas engine, Steel hose reel with 100 ft hose and nozzle, F550, 4x4	
GGB03	Unruh Fire 9 ft Attack Brush, extruded aluminum flatbed brush body, dual topside storage compartments, 400 gallon polypropylene tank, 85 GPM @ 150 PSI to 245 GPM @ 25 PSI pump with 23 hp gas engine, Steel hose reel with 100 ft hose and nozzle, F550, 4x4	
D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile Command Center		
GGD01	Unruh Fire 9 ft Rapid Rescue, extruded aluminum dry rescue body, compartments with 7 roll up doors, 1 transverse slide tray and a 1000 lb capacity rear slide tray on a F550 4x4	
GGD02	Unruh Fire 11 ft Rapid Rescue, extruded aluminum dry rescue body, compartments with 7 roll up doors, 1 transverse slide tray and a 1000 lb rear slide tray on a F550, 4x4	
GGD03	Unruh Fire 9 ft Rapid Rescue, extruded aluminum wet rescue body with 6 roll up door compartments, 300 gallon polypropylene tank, 85 GPM @ 150 PSI to 245 GPM @ 25 PSI pump with 23 hp gas engine, Steel hose reel with 100 ft hose and nozzle, F550, 4x4	
GGD04	Unruh Fire 11 ft Rapid Rescue, extruded aluminum wet rescue body, compartments with 6 roll up doors, 300 gallon polypropylene tank, 85 GPM @ 150 PSI to 245 GPM @ 25 PSI pump with 23 hp gas engine, Steel hose reel with 100 ft hose and nozzle, F550, 4x4	
F. Airport Rescue Fire-Fighting Vehicles		
GGF01	Unruh Fire 12 ft Renegade Rescue, extruded aluminum body with 6 roll up door compartments, 300 gallon Polypropylene tank with foam cell, 500 lbs dry chemical, engine driven pump, dual agent hose reel, F550, 4x4	

GGF02	Unruh Fire 12 ft Renegade Rescue, extruded aluminum body with 6 roll up door compartments, 300 gallon stored energy CAFS, 500 lbs dry chemical, 4 nitrogen cylinders, dual agent hose reel.	
HH. Weis Fire & Safety Equipment Co.		
B. Wildland Fire Apparatus (Brush Fire)		
HHB01	Weis Fire Quick Attack 300, Rear Mount Pump Controls, 9’ EXT Alum Fire Body with Walkway, on Ford F-350, 60” CA	
HHB02	Weis Fire Quick Attack 300, Top Mount Pump Controls, 9’ EXT Alum Fire Body with Walkway, on Ford F-350 60” CA	
HHB03	Weis Fire Quick Attack 300, Rear Mount Pump Controls, 9’ EXT Alum Fire Body with Walkway, on Ford F-450 60” CA	
HHB04	Weis Fire Quick Attack 300, Top Mount Pump Controls, 9’ EXT Alum Fire Body with Walkway, on Ford F-450 60” CA	
HHB05	Weis Fire Quick Attack 400, Rear Mount Pump Controls, 11’ EXT Alum Fire Body with Walkway, on Ford F-550 84” CA	
HHB06	Weis Fire Quick Attack 400, Top Mount Pump Controls, 11’ EXT Alum Fire Body with Walkway, on Ford F-550 84” CA	
HHB07	Weis Fire Quick Attack 500, Rear Mount Pump Controls, 11’ EXT Alum Fire Body with Walkway, on Ford F-550 84” CA	
HHB08	Weis Fire Quick Attack 500, Top Mount Pump Controls, 11’ EXT Alum Fire Body with Walkway, on Ford F-550 84” CA	

FORM E - PUBLISHED OPTIONS	Procurement No.:	FS12-15

Offeror Name:	
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single **Form E** for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.

Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets

Code or Part No.	Option Description	Offered Price

FORM G:	**SPECIAL STATEMENT OF WARRANTY**
FS12-15	"Fire Service Apparatus (All Types)"

*This form shall be completed by the **MANUFACTURER** and signed by one of its Corporate Officers. No agent signature shall be acceptable on this document.*

_____, the **"Manufacturer"**, warrants each newly manufactured Fire Apparatus, to the original user/purchaser only for the specified periods stated below, from the date of acceptance, ordinary wear and tear excepted:

Component:	**Warranty:**
•Cab & Chassis	One (1) year, parts & labor
•Chassis Frame Rails	Five (5) years, parts & labor
•Diesel Engine	Five (5) years, parts & labor
•Transmission	Five (5) years, parts & labor
•Fire Pump	One (1) year, parts & labor
•Fire Pump Panel Gauge	One (1) year, parts & labor
•Water Tank	Twenty (20) years, parts & labor
•Apparatus Body	One (1) year, parts & labor Ten (10) years, rust/corrosion penetration Ten (10) years or 100,000 miles, structural warranty Three (3) years, paint
•Aerial Device	Twenty (20) years, structural Two (2) years, hydraulic components One (1) year, parts and labor One (1) year, waterway

The **Manufacturer's** obligations under this warranty shall be specifically limited to replacing or repairing, as the **Manufacturer** may elect, any part or parts of such product which to the Manufacturer's examination discloses to be defective in material or workmanship.

Any part or parts considered to be covered by the conditions of this warranty shall be returned, freight prepaid, to the **Manufacturer's** factory located at _____
or to such other location as may be approved in advance by the **Manufacturer.** Replaced or repaired parts determined to be included within the warranty shall be F.O.B. to the End User's physical location. Freight and labor to reinstall parts shall be paid by the **Manufacturer**.

The **Manufacturer's** warranty shall **not** apply to the following:

- Wear items.
- Normal adjustments and maintenance services.
- Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the **Manufacturer**.
- Any product which shall have been repaired, modified, or altered in any way so as to have been adversely affected the units stability or reliability.
- Items subjected to misuse, negligence, accident, or improper maintenance.
- Loss of time or use of the product, inconvenience or other incidental expenses.

Any trade accessory that has its own warranty shall have said warranty document attached with the bid response. If a separate warranty equal or exceeding is not attached, then the **Manufacturer** warrants any trade accessory not specifically covered by a separate warranty.

Nothing contained in this warranty shall make the **Manufacturer**, liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure of the product (except as covered by Product liability insurance).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MANUFACTURER:	
Corporate Officer Signature:	
Printed Name and Title:	
WARRANTY ADMINISTRATOR:	
Printed Name and Title:	
Date:	

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN **HOUSTON-GALVESTON AREA COUNCIL,** Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND**,** _____ hereinafter referred to as the **CONTRACTOR,** having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of _____ offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:_____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:_____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to**,** and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless,

within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract**,** including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked**, CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas:_____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas:_____
Deidre Vick, Director of Public Services
Date:_____ , 20___

Signed for_____ _____

Printed Name & Title:_____ Date:_____ 20___

Attest for_____ _____

Printed Name & Title:_____ Date:_____, 20___

H-GAC 'FORM D' - PRODUCT ITEM BASE OFFERING PRICES

Offeror Name:	**Siddons-Martin Emergency Group**
Invitation No.:	**FS12-15 - Fire Service Apparatus (All Types)**

Note: All products listed below are to be considered as base model/units for purposes of this Invitation and any subsequent contract. The Bidder shall determine which Product Codes to bid and shall fill in a bid price in the appropriate cell. Bidder may then bid upgrades or downgrades to different product codes as options on **Form E**, with pricing equal to the differential amount between the base Product Item price and the upgrade or downgrade being offered. Bidders are to provide pricing for options and accessories as explained in Sections A and B, as well as specific apparatus variations as listed below:

1. Other available Cab/Chassis manufacturer choices for apparatus built on a commercial cab/chassis.

2. Different available cab designs (2/4 Door/Tilt Cab etc.)

3. Cab/Body sheet and structural metal choices (Galvanneal, Formed/Extruded Aluminum, Stainless Steel)

4. Available rear axle configurations (Single/Tandem/Tandem Front Steering/Triple Rear)

5. Different fire pumps and mounting locations (1250/1500/2500 GPM Pump/Rear and Mid-Mounted)

6. Various body configurations (Walk-In/Non-Walk-In Body) for Rescue, Re-Hab, Hazmat, Mobile Command Centers

7. Aerial Categories (Construction/Turntable Positions/Aerial Device Functions)

IMPORTANT: Bidder **MUST** submit copies of the following with their bid:

(1) A copy of each participating bidder/dealer's **TxMVD dealer license** identifying the make/brand of apparatus being bid.

(2) *An originally signed* ***Form A*** *from the all entities who are party to this submission and who should be offered a contract if this submission is successful. These entities should include the* ***Apparatus Manufacturer*** *,* ***Franchised Texas Dealer*** *and those dealers outside Texas who have current or past sales through the program (Note: All other sales outside Texas should be coordinated through the manufacturer when possible). In those cases where sales must go through a dealer due to franchise agreements,* ***Form A's*** *will be accepted from those dealers. For those only bidding conversions (i.e. brush trucks, light rescues),* ***Form A's*** *from in-state commercial chassis dealers for the underlying chassis make being quoted should be provided.*

(3) A copy of the bidders and/or manufacturers's **Texas Motor Vehicle Converter license** (where applicable).

Note: The above requirements must be met prior to any contracts being issued.

Product Code	Model & Description (Note: Bid only the base Item/Model on this Form . No changes/modifications to **Form D** descriptions will be accepted and will result in bid item being deemed non-compliant. Bid available options noted above on **Form E**)	Base Offered Price
	S. OshKosh	
	F. Airport Rescue Fire-Fighting Vehicles	
SF01	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 5 Passenger Seating maximum, Roof Turret (375/750 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (1500 gal.), Foam Tank Capacity (210 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$724,739.68
SF02	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 5 Passenger Seating maximum, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$779,807.84
SF03	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 5 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), Two Handlines (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	$910,285.60
SF04	Oshkosh Stinger Class 2 ARFF vehicle; 2-Door Ford 4x4 F550 Cab/chassis, 2 Passenger Seating, Bumper Turret, one (1) twin agent handline, Water Tank Capacity (300 gal.), Foam Tank Capacity (40 gal.), Dry Chemical 500 pounds.	$306,880.00

T. Pierce

A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)

TA01	Pierce Saber Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$672,469.00
TA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$725,555.00
TA03	Pierce Enforcer Impel Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Rear-Mounted Telescoping Ladder (500#)	$771,831.00
TA04	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder	$760,780.00
TA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)	$785,980.00
TA06	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder (#500)	$935,278.00
TA07	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 85' Rear-Mounted Telescoping Ladder with Platform (750#)	$927,599.00
TA08	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 95' Mid-Mounted Telescoping Ladder with Platform (750#)	$1,056,068.00
TA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)	$1,001,872.00
TA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 100' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)	$963,334.00

B. Wildland Fire Apparatus (Brush Fire)

TB01	Self-Contained Slip-In Unit	No Bid
TB02	Pierce Brush Fire Apparatus, Ford F450, Steel Flatbed	No Bid
TB03	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Flatbed	$130,565.00
TB04	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body	$176,118.00
TB05	Pierce Brush Fire Apparatus, IHC, Formed Aluminum Flatbed	No Bid
TB06	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump	$263,872.00

C. Pumper Fire Apparatus

TC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$205,926.00
TC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$211,974.00
TC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$225,215.00
TC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$234,744.00
TC05	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$349,604.00
TC06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper	$384,990.00
TC07	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	$487,569.00

D. Special Service Apparatus (Walk-In & Non-Walk-in Bodies) Multi-use: Rescue, Re-Hab, Hazmat,		
TD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	$138,883.00
TD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$204,800.00
TD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$214,262.00
TD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$212,677.00
TD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$220,144.00
TD06	Pierce Saber, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	$334,534.00
TD07	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in Body	$389,155.00
TD08	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$265,665.00
TD09	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$267,891.00
TD10	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$269,723.00
TD11	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$279,327.00
TD12	Pierce Saber 4-Door, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-In Body	$393,460.00
TD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in Body	$410,874.00
TE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	$241,587.00
TE11	Pierce Saber, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$416,762.00
TE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	$484,980.00
Y. Siddons-Martin		
B. Wildland Fire Apparatus (Brush Fire)		
YB01	Slip In Unit: Complete Slip in firefighting package for flatbed or pickup bed. Heavy Duty frame, 200 GPM pump, 300 gallon poly tank. 150' hose reel. Hose Tray. Stainless steel plumbing.	$13,850.00
YB02	Skeeter Type 3 or 4 : Brush unit, Large (33,000 gvw). Custom firefighting body. 750 gallon poly tank. 200-750 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$140,992.50
YB03	Skeeter Type 5 : Brush unit, Medium (19,500 gvw). Custom firefighting body. 400 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$102,573.99
YB04	Skeeter Type 6 : Brush unit, Small (13,000 gvw). Custom firefighting body. 300 gallon poly tank. 200 gpm pump. 150' hose reel. Stainless steel plumbing. Hose tray. Tool tray. Side body compartments.	$92,606.00

Procurement No.:	FS12-15
Offeror Name:	**Siddons-Martin Emergency Group**
Notes: (Important)	1) Bid each Option on a single separate line. Bidder is responsible to identify each item with a specific code or part number. 2) Use a single **Form E** for ALL items. Add/Insert additional lines as necessary. 3) Completely describe each option, including manufacturer's code or part numbers as appropriate. Each item listed MUST have a unique code or part number. 4) Options which replace standard equipment on a base bid Item on Form D should be priced net of any credit due for the replaced item. 5) Options which are shown as upgrades/downgrades of a base bid item on Form D should be priced at the differential amount between the base bid item and the option. 6) You encouraged to offer specific manufacturer's catalogs (eg. Whelan, Fed Signal, etc.) as options, with 'List Less' or 'Cost Plus' percentages for pricing. Copy of catalog should be supplied w/bid.

Note: Bidder must identify each option bid with an identifying Code or Part No. that should be referenced on all Contract Pricing Worksheets

Code or Part No.	Option Description	Offered Price
	Oshkosh/ARFF Options	
OSK-1	110 volt auxiliary air compressor with autoeject shore power connection	$1,989.12
OSK-2	110 volt engine preheater with autoeject shore power connection	$516.32
OSK-3	Battery charger with autoeject shore power connection	$705.60
OSK-4	Air inlet at rear or on either side of cab with autoeject connection	$358.40
OSK-5	Air outlet on either side of cab with 50' of hose and a tire gauge	$141.12
OSK-6	Air hose reel in upper compartment with 150' of 1/2" hose	$2,626.40
OSK-7	Alternating flashing feature for headlights "wig wag"	$145.60
OSK-8	Two driving and two fog lights	$348.32
OSK-9	LED ground lighting	$465.92
OSK-10	Monitoring and Data Acquisition System [MADAS]	$7,225.12
OSK-11	Two defroster fans in cab	$119.84
OSK-12	Additional seat (3 seats are standard)	$844.48
OSK-13	Upgrade to Smartdock hands' free SCBA bracket for one crew seat	$462.56
OSK-14	Add roof hatch access step in cab	$656.32
OSK-15	High output dual air conditioning	$4,982.88
OSK-16	Streamlight brand rechargeable flashlights in cab - qty 2	$417.76
OSK-17	Streamlight brand rechargeable flashlights in cab - qty 4	$835.52
OSK-19	Power strip in cab with shore power provisions	$638.40
OSK-20	Ladders with fixed mounting on roof - Duo Safety 900A-24 and Little Giant Model 26	$2,208.64

OSK-21	Ladders with electric ladder gantry - left side roof of vehicle - Duo Safety 900A-24 and Little Giant Model 26	$18,113.76
OSK-22	Cab interior upgrade including dual monitors, cab liner enhancement and premium dash options	$6,008.80
OSK-23	Body upgrade including molded exterior panels and swing out rear door (4x4 and 6x6 only, inc. on 8x8)	$8,929.76
OSK-24	Height adjustable roll-out shelf in lower storage compartment	$673.12
OSK-25	Height adjustable fixed shelf in lower storage compartment	$583.52
OSK-26	Slide out, tilt down tray in an upper compartment	$971.04
OSK-27	Stowable step for upper compartment access	$1,257.76
OSK-28	Storage for two spare SCBA cylinders in the cab	$660.80
OSK-29	Driver and turret operator foot switches for siren and air horns	$453.60
OSK-30	Rear vision camera system including a rear facing color camera mounted at the top rear of the	$2,522.24
OSK-31	Forward Looking Infrared (FLIR) camera with pan and tilt	$16,369.92
OSK-32	Digital recorder with forward facing camera	$2,050.72
OSK-33	Continuous duty cycle central lubrication system	$5,709.76
OSK-34	Spare tire and wheel	$3,147.20
OSK-35	Central tire inflation/deflation system for 4x4 vehicle	$22,976.80
OSK-36	Central tire inflation/deflation system for 6x6 vehicle	$27,573.28
OSK-37	Central tire inflation/deflation system for 8x8 vehicle	$32,168.64
OSK-38	Beadlocks for 4x4 vehicle including spare	$2,245.60
OSK-39	Beadlocks for 6x6 vehicle including spare	$3,368.96
OSK-40	Beadlocks for 8x8 vehicle including spare.	$4,491.20
OSK-41	Beadlock press.	$1,048.32
OSK-42	TAK4 fully independent suspension 4x4	$10,876.32
OSK-43	TAK4 fully independent suspension 6x6	$16,315.04
OSK-44	TAK4 fully independent suspension 8x8	included
OSK-45	Disc Brakes for 4x4 (requires TAK4)	$12,734.40
OSK-46	Disc Brakes for 6x6 (requires TAK4)	$19,101.60
OSK-47	Disc Brakes for 8x8 (requires TAK4)	$25,468.80
OSK-48	Mechanical steering provisions on rear axle of 6x6 tandem axle (requires TAK4 upgrade)	$9,497.60
OSK-49	Bronze water pump housing in place of standard cast iron housing.	$8,858.08
OSK-50	Water/foam hose reel with 150' of 1.25" hose and 95 gpm nozzle in a lower compartment.	$7,684.32
OSK-51	Water/foam hose reel with 150' of 1.25" hose and 125 gpm nozzle in a lower compartment.	$7,684.32
OSK-52	Swing-out feature for hose reel	$538.72
OSK-53	Limited structural panel on the left side - no suction connections	$2,858.24
OSK-54	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH	$4,571.84
OSK-55	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions	$5,100.48
OSK-56	Structural panel with one 2-1/2" suction inlet, one 5" suction inlet and a priming pump on the LH side with "Fill from Draft" provisions and a large diameter auto suction valve	$7,413.28
OSK-57	One 2-1/2" foam / water producing discharge outlet with a bleeder valve on each side - 2 total	$2,301.60
OSK-58	Two 2-1/2" foam / water producing discharge outlets with bleeder valves on each side - 4 total	$4,250.40
OSK-59	Water tank shut-off	$2,116.80
OSK-60	One 2-1/2" and 4-1/2" water tank fill connection on right hand side	$1,687.84
OSK-61	550 lb. dry chemical system with fixed dedicated dry chemical hose reel holding 150' of 1" hose and a nozzle in an upper compartment. Includes agent vessel and propellant system with pressure indicators in cab.	$16,460.64
OSK-62	550 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab	$23,768.64
OSK-63	1,100 lb. dry chemical system with fixed dual agent hose reel holding 100' of 1" twinned hose and a Hydro-Chem type nozzle in a lower compartment. Includes agent vessel and propellant system with system indicators in cab.	$31,948.00

OSK-64	Spare nitrogen cylinder for dry chemical system.	$1,242.08
OSK-65	Dry Chemical Agent "Purple K" per 500 Pound Quantity	$2,571.52
OSK-66	Foam transfer pump - electric	$7,966.56
OSK-67	Foam transfer pump - pneumatic	$3,727.36
OSK-68	Electronic foam proportioning system in place of standard fixed rate, around the pump foam proportioning system	$17,668.00
OSK-69	375/750 gpm high volume, dual rate bumper turret in place of standard 300 gpm bumper turret - 4x4 only	$4,963.84
OSK-70	375/750 gpm high volume, dual rate, low-attack type bumper turret in place of standard 300 gpm bumper turret - 4x4 only	$21,053.76
OSK-71	625/1250 gpm high volume bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	$4,963.84
OSK-72	625/1250 gpm high volume, low attack bumper turret in place of standard 300 gpm bumper turret - 6x6 and 8x8 only	$21,053.76
OSK-73	Hydro-Chem type direct injection foam/water/dry chemical nozzle option added for any dual rate roof or bumper turret	$5,378.24
OSK-74	Exterior mounted water and foam tank level lights each side	$518.56
OSK-75	Compartment mounted water and foam tank level lights each side	$343.84
OSK-76	One HID light on roof turret	$437.92
OSK-77	One HID light on bumper turret	$547.68
OSK-78	One LED spotlight on roof turret	$584.64
OSK-79	One LED spotlight on bumper turret	$724.64
OSK-80	Snozzle 50' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret	$188,531.84
OSK-81	Snozzle 65' High Reach Extendable Turret (HRET) with piercing nozzle in place of standard roof turret. *(Only available on Striker 8x8 vehicle)	$224,166.88
OSK-82	Dry chemical discharge on Snozzle HRET with Hydro-Chem type direct injection nozzle (requires a dry chemical system selection above)	$8,212.96
OSK-83	Halotron I system discharge on Snozzle HRET piercing nozzle (requires a Halotron I system selection above)	$5,227.04
OSK-84	One HID light on Snozzle boom end	$547.68
OSK-85	One LED light on Snozzle boom end	$724.64
OSK-86	Forward Looking Infrared (FLIR) camera on Snozzle boom end	$15,680.00
OSK-87	Color video camera on Snozzle boom end	$2,016.00
OSK-88	Color video camera on Snozzle piercing nozzle	$1,792.00
OSK-89	Water line insulation for Snozzle	$881.44
OSK-90	Undertruck nozzles	$2,338.56
OSK-91	Winterization system for vehicle's firefighting compartments	$10,484.32
OSK-92	460 lb. Halotron clean agent system with fixed hose reel holding 150' of 1" hose and a Halotron nozzle in an upper compartment. Includes agent vessel and propellant system with system indicators in cab.	$25,454.24
OSK-93	Spare argon cylinder for Halotron I system.	$1,197.28
OSK-94	500 lbs. of Halotron I with re-fill kit.	$15,732.64
OSK-95	1000 lbs. of Halotron I with re-fill kit.	$23,690.24
OSK-96	10 Kw Onan hydraulic generator.	$13,793.92
OSK-97	Two 110 volt 750 watt widelights above windshield (Requires generator)	$984.48
OSK-98	Two 110 volt LED widelights above windshield (Requires generator)	$3,419.36
OSK-99	Two 110 volt 1000 watt pneumatic telescoping widelights on each side - four total (Requires generator)	$7,164.64
OSK-100	Two 110 volt LED manually telescoping widelights on each side - four total (Requires generator)	$10,457.44
OSK-101	Two cab mounted HID work lights - 24VDC	$815.36
OSK-102	Two cab mounted LED work lights - 24 VDC	$967.68
OSK-103	Two HID work lights per side four total - 24VDC	$1,382.08
OSK-104	Two LED work lights per side four total - 24VDC	$1,807.68

OSK-105	Two HID work lights at rear - 24VDC	$688.80
OSK-106	Two LED work lights at rear - 24VDC	$901.60
OSK-107	110 volt electric cable reel in an upper compartment with 200' of 12/3 SO safety yellow cord. (Requires generator)	$3,321.92
OSK-108	Two 110 volt duplex (straight/twist) receptacles on each side of truck in a lower compartment. (Requires generator)	$319.20
OSK-109	Four red LED mini light bars in place of standard red LED beacons on roof	$3,560.48
OSK-110	Four premium red LED mini light bars in place of standard red LED beacons on roof	$6,959.68
OSK-111	Lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side in place of standard warning lights	$602.56
OSK-112	Premium lower perimeter red LED warning light system with two front facing, two rear facing and three lights per side	$1,762.88
OSK-113	Lower perimeter emergency warning switch to disable lower emergency lights when needed	$145.60
OSK-114	Oshkosh Striker simulator system - Type 1	$58,240.00
OSK-115	Oshkosh Striker simulator system - Type 2	$330,400.00
OSK-116	Oshkosh Striker simulator system - Type 3	$397,600.00
	Pierce options	
101	add "L" Frame liner	$1,712.00
102	ADD "C" Frame Liner	$2,354.00
103	upgrade to 22,800# front axle	$1,953.00
104	upgrade to 27,000# rear axle	$2,076.00
105	upgrade to 31,000# rear	$4,931.00
106	TAK-4 Suspension	$12,723.00
107	Change to Air Ride Suspension, Single	$3,761.00
108	Change to Air Ride Suspension, Tandem	$5,962.00
109	Change to Dynalastic Suspension	$3,692.00
110	4 x 4 Option	$30,375.00
111	Tire Chains - Rear Axle	$4,110.00
112	Auto Lube, 22 point	$5,360.00
113	Aluminum Wheels, front	$1,951.00
114	Aluminum Wheels, Rear Single Axle	$3,076.00
115	Aluminum Wheels Tandem Axle	$4,483.00
116	Electronic Tire Pressure Management	$1,883.00
117	Safety Bands (2 pair)	$995.00
118	Mud Flaps	$573.00
119	Wheel Chocks and Mounts	$912.00
120	Disc Brakes, Rear, Single	$1,178.00
121	Disc Brakes, Rear, Tandem (per)	$1,531.00
122	ABS upgrade to ESC/ABS/ATC	$4,223.00
123	Air inlet-outlet	$647.00
124	Additional Air Tanks	$363.00
125	12 or 120 volt air compressor	$1,450.00
125a	Brake fittings compression type	$342.00
126	Cummins ISL9 350hp to 400 hp	$9,038.00
127	Cummins ISL9 400hp to 450hp ISL9	$1,131.00
128	Cummins ISL9 450hp to Detroit DD13 450 hp	$13,707.00
129	Detroit DD13 to Cummins ISX 500 hp	$17,634.00
130	Detroit DD13 450 to 525	$9,410.00
131	Emergency Shutdown for Engine, Air w/ reset	$1,310.00
132	Engine Brake Commercial	$2,526.00
133	Telma Retarder, Single Axle	$14,313.00
134	Exhaust Extension Plymo or Nederman	$282.00

135	Magnetic Grabber	$3,634.00
136	75 gallon fuel dual fill	$1,126.00
137	Change transmission to PR in Place of standard	$10,485.00
138	Steering with controls	$1,634.00
139	Add Extended Bumper	$2,498.00
140	Add 26" Extended underslung Bumper	$5,018.00
141	Bumper tray with cover	$1,636.00
142	Bumper Sight Rod	$577.00
143	Mirrors - change to Bus style cab corner	$2,732.00
144	Mirrors - change to door mount bus style	$2,546.00
145	Mirrors - change to One-Eleven style	$2,070.00
146	Raised roof, custom cab	$1,982.00
147	110 Volt cab A/C	$1,897.00
148	Safety System	$9,546.00
149	Driver Safety Seat	$571.00
150	SCBA Safety Seat	$968.00
151	Bostrom Officer SCBA	$1,610.00
152	Bostrom 2 F-Facing Crew	$1,898.00
153	3 Seat to Crew (Commercial)	$2,045.00
154	EMS Compartment in Cab	$1,881.00
155	EMS Compartment w outside access (each)	$2,940.00
156	Upgrade SCBA Bracket to Hands Free	$724.00
157	Upgrade International 4400 to 7500	$11,357.00
158	Upgrade Freightliner M2 to M2-112	$40,170.00
159	Upgrade to Freightliner / International 4 Door Cab	$10,156.00
160	Upgrade Kenworth/Peterbilt to 4 Door	$13,396.00
161	Upgrade to Peterbilt 337 4 x 2	$4,326.00
162	Upgrade to Peterbilt 348 4 x 2	$12,216.00
163	Upgrade to Peterbilt 367 6 x 4	$55,628.00
164	Upgrade from Saber to Enforcer Cab	$12,722.00
165	Upgrade from Saber to Impel Cab	$31,454.00
166	Upgrade Saber to Arrow	$44,627.00
167	Upgrade Saber to Velocity	$54,773.00
168	Upgrade Enforcer to Impel	$17,751.00
169	Upgrade Enforcer to Arrow	$36,589.00
170	Upgrade Enforcer to Velocity	$39,623.00
171	Upgrade Arrow to Velocity	$20,418.00
172	Upgrade Arrow to Quantum	$23,161.00
173	Upgrade Arrow to Dash CF	$31,771.00
174	Upgrade Velocity to Dash CF (PUC)	$8,423.00
175	Extended custom cab to 84"	$7,515.00
176	Remote Control Spot Lights	$1,397.00
177	Spare radio wiring	$115.00
178	Radio with Weatherband	$1,191.00
179	Additional MUX Screen with mapping	$4,813.00
180	Additional MUX Screen	$2,702.00
181	install Customer MDT with power wiring	$983.00
182	install Customer radio	$894.00
183	2 Person Command Center Configuration	$7,056.00
184	Roll Alert System	$3,685.00
185	Camera System, Sides and rear to mux	$989.00

186	Camera System, Sides and rear to monitor	$1,561.00
187	Camera System with DVR	$3,809.00
188	Intercom System (BASIC)	$3,094.00
189	Intercom System (up to 6 position, 2 with radio, 6 headsets non-wireless)	$5,727.00
190	Intercom Wireless System 2 - Radio, 6 positions with headsets	$8,673.00
191	Intercom Headset - Wired	$503.00
192	Intercom Headset - wireless	$861.00
193	IOTA Charger	$1,001.00
194	Dual Pro Charger	$819.00
195	Kussmaul Charger	$1,718.00
196	Kussmaul Pump plus	$2,556.00
197	Progressive Converter (per unit)	$1,303.00
198	Newmar Charger	$1,854.00
199	Auto-eject 15 amp	$300.00
200	Auto-eject 20 amp	$511.00
201	Auto-eject 30 amp	$762.00
202	320 amp alternator	$3,119.00
203	430 Amp Niehoff alternator	$5,225.00
204	430 amp Delco alternator	$3,693.00
205	LED under cab lighting	$1,329.00
206	LED cab-pump-body	$1,947.00
207	LED Headlights	$1,850.00
208	12 volt LED Scene	$1,236.00
209	12 volt LED Flood Brow light	$1,988.00
210	12 volt LED Flood Recessed or surface (per light)	$1,823.00
211	12 volt LED Flood Pole light (per light)	$1,994.00
212	Tail lighting LED Upgrade	$1,500.00
213	Tanker Tail Board Package	$1,873.00
214	Tanker Hose bed Package	$1,344.00
215	Upgrade Tanker Step Package	$1,693.00
216	Rear step package with wrap bumper	$2,192.00
217	Add Vinyl Cover for Crosslay Hose Bed	$492.00
218	Hose Bed Cover, Aluminum	$5,525.00
219	Hose Bed Cover, Vinyl	$882.00
220	Hose Bed Cover, Roll-up	$7,611.00
221	NY Hose Bed	$2,046.00
222	PUC Body Configuration	$11,629.00
223	Catwalk-Hatch Compartment, Each	$3,069.00
224	Underbody Compartments, each	$2,381.00
225	Add Right High Side Compartments	$3,323.00
226	Add Electric / Hydraulic Ladder Rack	$11,136.00
227	Full Height - Depth Compartments	$5,850.00
228	Ladder Storage next to tank	$3,310.00
229	Winch 9000# portable	$2,814.00
230	LED Compartment Lighting base upgrade lighting	$1,733.00
231	LED Compartment Lighting premium	$2,973.00
232	Increase Booster Tank to: 1000 Gallons	$1,318.00
233	Increase Booster Tank to: 1250 Gallons	$3,591.00
234	Increase Booster Tank to: 1500 Gallons	$5,026.00
235	2.5" Direct Tank Fill to Main Intake	$1,526.00
236	Rear Direct tank fill	$2,946.00

237	Direct Tank Fill	$1,862.00
238	manual rear dump	$2,903.00
239	air-electric side or rear dump (each)	$4,112.00
240	air-electric side dump with extender (each)	$9,888.00
241	trough - hard suction (each)	$1,185.00
242	hard suction hose (each)	$1,106.00
243	Mate Flex in Enclosed Compartments Per Shelf	$122.00
244	Adjustable Compartment shelves	$192.00
245	Slide-out tool board	$1,082.00
246	Swing-out tool board	$1,650.00
247	Slide-out floor tray	$733.00
248	Adjustable slide-out tray	$813.00
249	Tilt-out adjustable tray	$890.00
250	SCBA Cylinder storage in fender panel single (each)	$632.00
251	SCBA Cylinder storage in fender panel double (each)	$832.00
252	SCBA Cylinder storage in fender panel triple (each)	$884.00
253	SCBA Storage in tandem	$760.00
254	500 GPM Pump to 1000 GPM PTO Pump	$7,004.00
255	Increase Pump from 1250 to 1500 gpm	$6,091.00
256	Increase Pump from 1500 to 1750 gpm	$3,609.00
257	Increase Pump from 1500 to 2000 gpm	$6,983.00
258	add pump anodes (pair)	$325.00
259	Add Mechanical Seal to Pump	$809.00
260	Flow Meters, each	$1,856.00
261	MIV Valves Electric with manual back-up (each)	$5,917.00
262	add 2.5" suction	$1,292.00
263	Preconnect 1.5" with 2.0" plumbing - Speed or cross	$2,361.00
264	Preconnect 2.5 or 3" plumbing - Speed or Cross	$2,907.00
265	Add Front Suction Inlet 4-6"	$6,331.00
266	Add Rear Suction Inlet	$5,009.00
267	1.5" discharge front bumper	$2,130.00
268	2.5" Discharge front bumper	$2,643.00
269	1.5" discharge	$1,314.00
270	2.5" Discharge	$1,708.00
271	3" Discharge	$2,525.00
272	Add Large Diameter Rear Discharge	$5,226.00
273	Add Large Diameter Side Discharge with valve	$4,455.00
274	add deluge plumbing	$1,980.00
275	Extenda-gun 12"	$3,852.00
276	Extenda-gun 18"	$4,235.00
277	Electric Extenda Gun	$4,960.00
278	Electric Deluge riser	$8,119.00
279	Electric Deluge with foam by-pass	$10,316.00
280	Provide (2) Speedlays IPO Crosslay with Rollers	$5,150.00
281	Provide (2) Speedlays w/ Tray's IPO Crosslay with Rollers	$6,416.00
282	Add Hinged-Type Aluminum Cover to Crosslay (per set of 2)	$608.00
283	Add 1" Cargo Netting to cross/speedlay (2)	$295.00
284	Crosslay roll-up doors	$2,323.00
285	Poly Tray additional	$865.00
286	Hose Reel, Rear Compartment Mounted w/ 150' Hose	$3,277.00
287	Hose Reel, above pump w/ 150' Hose	$3,479.00

288	Hose Reel, Under Cab w/ 100' Hose	$3,966.00
289	Akron 3096-95 gpm Single Agent System	$7,088.00
290	Akron 3096-95 gpm Dual Agent System	$11,000.00
291	Elkhart 240-95 Single Agent	$7,418.00
292	Elkhart 240-95 Dual Agent	$11,206.00
293	Foam Pro 1600 Single Agent to (3) Discharges	$9,975.00
294	Foam Pro 2001 Dual Agent to (3) Discharges	$20,460.00
295	Foam Pro 2002 Dual Agent to (3) Discharges	$22,969.00
296	Pierce Husky 3, Single Agent (5) discharges	$12,247.00
297	Pierce Husky 12 Single Agent (5) discharge	$21,471.00
298	Pierce Husky 12 Dual Agent (5) Discharge	$25,729.00
299	Pierce Husky 300 Industrial Foam System	$100,962.00
300	Foam Cell 20 Gallons	$1,479.00
301	Foam Cell 50 Gallons	$1,936.00
302	Foam system by-pass to deck gun or aerial	$4,087.00
303	Foam Cell 300 Gallons	$6,015.00
304	Pierce Hercules CAFS to (5) Discharges	$28,865.00
305	Pump Panel Enclosure	$4,643.00
306	Airhorn at activation pump panel	$161.00
307	Add Top Pump Control	$7,461.00
308	Tank Level LED Group	$1,244.00
309	Tank level LED (Individual lights)	$1,823.00
310	Weather Station, Columbia Orion	$7,088.00
311	PTZ Camera Color	$10,279.00
312	Fixed Lens Weatherproof Color Camera	$10,094.00
313	Dual camera Thermal and Color PTZ	$44,084.00
314	D-TEC	$1,547.00
315	Will-Burt 7-30 Mast with Nycoil	$11,309.00
316	Will-Burt 7-42 Mast with Nycoil	$17,292.00
317	4 Channel Flashdrive DVR	$2,215.00
318	120 volt Body A/C, roof mounted with heat	$2,169.00
319	2 person Command Center	$11,186.00
320	Fire Pump 250 gpm	$27,656.00
321	Haz-Mat Upgrade	$19,776.00
322	LED Emergency Light Package	$11,423.00
323	Upgrade to HDR Body	$42,230.00
324	Water Tank	$8,343.00
325	Communications Center, 2 Desk with Conference	$243,853.00
326	LED Interior Lighting	$5,356.00
327	Antenna Rail with 10 mounts	$5,974.00
328	Smart Podium	$5,140.00
329	Phone Network 6-line, 16-extension	$22,660.00
330	Interoperability JPS Raytheon	$35,896.00
331	120 v Refrigerator 23 cu ft.	$2,631.00
332	37 Space Electronics Rack System	$3,795.00
333	Satellite Tracvision	$7,607.00
334	WTI Sidewinder camera	$10,516.00
335	Monitor Package (6-32")	$7,505.00
336	4 Channel DVR	$2,282.00
337	Slide-out Module up to 132"	$18,416.00

338	Leveling System	$10,183.00
339	Awning	$3,296.00
340	Electric Awning	$6,644.00
341	Quic-Ladder Access Ladder	$1,833.00
342	Air Horns with 2 foot switches	$1,444.00
343	Additional Speaker	$707.00
344	Q2B Siren	$3,694.00
345	GTT Emitter Roof/remote mounted	$2,120.00
346	Roto Ray Emergency Light	$2,651.00
347	Mini Lightbar over crew cab Doors	$2,169.00
348	Traffic Directing light bar	$1,936.00
349	Diesel 7.5 KW	$13,582.00
350	Diesel 10 KW Generator w/ Monitor Package	$18,423.00
351	Diesel 15 KW Generator w/ Monitor Package	$21,688.00
352	Diesel 20 KW water cooled	$25,540.00
353	Diesel 30 KW	$27,656.00
354	Gas 4.0 KW	$5,368.00
355	Gas 5 KW	$5,624.00
356	Hydraulic 6 KW	$17,500.00
357	Hydraulic 8 KW	$19,795.00
358	Hydraulic 10 KW	$22,176.00
359	Hydraulic 15 KW	$29,504.00
360	Hydraulic 30 KW	$40,477.00
361	PTO Drive 15 KW	$16,418.00
362	PTO Drive 35 kw	$21,517.00
363	Hydraulics package (2 reels with 100' hoses and 2 connector 12' hoses	$11,140.00
364	Pump, Hydraulic Tool drive, single	$21,939.00
365	Pump, Hydraulic Tool drive, dual	$23,171.00
366	Pump, Hydraulic Tool drive, triple	$27,216.00
367	500 Watt Tripod Flood Light	$1,737.00
368	750 Watt Flood Light w/ pole	$1,444.00
369	1000 Watt Flood Light w/pole	$1,607.00
370	1500 Watt Flood Light - recessed	$1,294.00
371	120 volt LED visor light	$1,448.00
372	750 Watt Visor light	$1,032.00
373	120 volt 150 watt LED w/ pole	$2,315.00
374	120 volt 150 watt LED recessed/flush mount	$1,961.00
375	120 volt 150 watt LED Pedestal	$2,109.00
376	Light Tower 9000 watt	$23,072.00
377	Light Tower 6000 watt	$19,210.00
378	Light Tower 3000 Watt	$10,141.00
379	Electric Cord Reel with 200' of 10/3	$2,140.00
380	Electric Cord Reel with 200' of 10/3 in Front Bumper	$3,096.00
381	Cascade	$50,688.00
382	High Pressure Breathing Air Reel (200' hose)	$3,205.00
383	Hydraulic Reel, 100' x .25" Hose	$5,295.00
384	Hannay reel with 100' Core Tech hose	$5,282.00
385	50' Snozzle - P-50	$188,531.84
386	65' Snozzle HS-2 65'	$224,166.88
387	Automatic Nozzle Leveling Device	$2,375.00
388	Winterization Package	$2,672.00

389	PD2180 Converter	$4,123.00
390	3 way Valve Assembly w/ 44" Piercing Nozzle	$16,785.00
391	Remote Control Nozzle RRC	$10,593.00
392	AC Power to Tip	$2,486.00
393	Full Depth & Full Height Compartments	$5,727.00
394	Pinnable Waterway on 75' & 105' Aerials	$4,944.00
395	Provide Breathing Air to Tip	$10,326.00
396	Add PUC pump, tank and crosslay to Tiller	$90,308.00
397	Provide Super Duty 100' Aerial Ladder, In Addition to Base Price	$100,940.00
398	Pumper Style Body for Single Axle 75'	-$11,668.00
399	Remote Tip Controls, Ladder	$7,814.00
400	LED Emergency Light Package Upgrade	$7,830.00
401	Two (2) Monitors with Platforms	$13,454.00
402	Enclosed Stokes Box	$1,854.00
403	Collision Avoidance	$6,922.00
404	Steel to Aluminum Aerial	$57,680.00
405	Steel to Aluminum Platform	$100,940.00
406	Wireless Remote for Monitors	$4,792.00
407	2- VUM Manual Monitor Valves	$4,970.00
408	Led Aerial Section Lighting	$4,099.00
409	High Flow Waterway	$7,008.00
410	Additional Electric Valve in Waterway	$4,958.00
411	LED Rung Lighting	$2,780.00
412	12 Volt LED Tracking/tip lights	$4,352.00
413	Breathing Air (1 - 6000 psi)	$10,527.00
414	Painted Grill	$1,016.00
415	Labor Rate, per hour	$125.00
416	As Built Electrical Drawings Pumper	$4,244.00
417	As Built Electrical Drawings Aerial / Rescue	$8,920.00
418	LOOSE EQUIPMENT	
419	150' life safety rope, at least 1/2" (12 mm) diameter meeting NFPA	$260.00
420	150' Life Safety Rope, at least 5/8" (16 mm) diameter meeting NFPA	$285.00
421	2.5 Gallon Water Extinguisher	$165.00
422	4.00" x 100' Rubber Lined Hose	$540.00
423	5.00" x 100' Rubber Lined Hose	$570.00
424	Additional 10' Folding Ladder	$520.00
425	Additional 14' Roof with Hooks	$635.00
426	Air Bags - 56 Ton System	$7,600.00
427	Thermal Imager Camera with charger	$14,000.00
428	Combination Spanner Wrench with Bracket	$165.00
429	Complete SCBA	$6,500.00
430	Deck Gun with Tips, Manual	$4,400.00
431	Deck Gun with Tips, Electric	$8,600.00
432	Each 150' Lengths of Utility Rope	$200.00
433	Each Approved Portable Fire Extinguisher: ABC	$165.00
434	Each Approved Portable Fire Extinguisher: CO2	$203.00
435	Each Hydrant Wrench Set	$198.00
436	Each Portable Hand Light w/ Mounting Brackets	$130.00
437	Each Scoop Shovel	$85.00
438	First Aid Kit, 24 units, Fire Department Assortment	$285.00
439	Hose 1.75" x 50 Double Jacket with 1.50" couplings	$115.00
440	Hose 2.50" x 50' Double Jacket with 2.50" Couplings	$160.00

441	Little Giant Ladder	$602.00
442	One Assorted Tool Box	$500.00
443	One Hose Roller	$365.00
444	One Pair of Bolt Cutters 24"	$245.00
445	Partner K-12 Saw	$2,400.00
446	Piston Intake	$1,800.00
447	Rescue Tools - Power Unit, (2) Rams, Cutter, Spreader, Hoses	$28,000.00
448	Silent Witness	$9,500.00
449	Spare SCBA Bottles	$1,300.00
450	Thermal Imager Camera System	$32,000.00
451	Hose Clamp	$585.00
452	Axe, Pick	$130.00
453	Axe, Flat	$125.00
454	PPV Fan, Gas	$220.00
455	Poly mounts for tools, Rescue Equipment	$685.00
456	380 Camera 8003040	$10,815.00
457	380 Camera 8003030	$12,555.00
458	Poly Console Box	$885.00
459	Emergency Equipment Upfitting	
460	Responder Lighting Package	$3,200.00
461	Squad Package	$5,540.00
462	Commander Package	$7,514.00
463	Arrestor Package	$9,360.00
464	Director Package	$11,550.00
465	Lieutenant Package	$17,212.00
466	Chief's Package	$21,485.00
467	Whelen Lighting and parts (Red 15 or PL 15.1)	43% off List
468	Havis (HS 6/15)	32% off list
469	ProGard (ProGard 2015 Catalog)	25% off list
470	Go Industries (Law Enforcement catalog)	25% off list
	Skeeter options	
100406	Severe Duty Chassis Upgrade Kit	$13,853.00
100407	Heavy Duty Sway Bars	$650.00
100408	Upgraded Differential Gears	$4,196.00
100445	Bumper Platform	$866.00
100446	Bumper Hose Compartment	$331.00
100046	Off Road Suspension Upgrade	$12,975.00
100059	Ranchhand Bumper Black Powder Coat Steel	$2,318.00
100060	Ranchhand Bumper Steel (Custom Paint)	$2,571.00
100061	Bucktop Bumper Steel (Custom Paint)	$3,450.00
100062	Skeeter Aluminum Custom Bumper	$3,440.00
100377	HD Bumper/Grill - SBT Custom, Steel	$3,546.00
100110	Cab Steps	$950.00
100085	Cab Console, Alum, Custom	$1,100.00
100086	Cab Console, Poly, Custom	$1,175.00
100087	SCBA Storage Poly Cabinet, In Cab	$1,385.00
100088	EMS Storage Poly Cabinet, In Cab	$1,120.00
100404	SCBA & EMS Compartment Combination	$2,505.00
100093	Kussmaul 1000 - without Auto-Eject	$510.00
100094	Kussmaul 1000 - with Auto-Eject	$925.00
100099	Install Radio (Customer Provided)	$465.00
100102	Intercom, Wireless 2 person	$4,900.00
100103	Intercom, Wireless 4 person	$7,115.00

100107	Back-Up Camera, 1 unit	$685.00
100552A	Step Side Body Custom Aluminum 114" x96"	$9,400.00
100584A	Rescue Side Body Custom Aluminum 114" x 96"	$11,100.00
100118	Flat Bed Body Commercial, Steel	$2,450.00
100132	Tailboard 8"	$465.00
100133	Tailboard 10"	$495.00
100134	Tailboard 12"	$525.00
100489	Bed Liner	$1,500.00
100437	Transverse Compartment (Rescue)	$895.00
100464	Transverse Tool Storage Above Hose Tray	$961.50
100457	Transverse Hose Bed, Front of Tank	$920.00
100458	Vertical Compartments - Swing Doors P/S	$1,328.00
100143	Compartment Drop-Down Door	$875.00
100144	Compartment Lift-Up Door	$907.00
100145	Compartment Roll-Up Door	$1,300.00
100156	Underbody Compartment	$865.00
100166	Slide Out Tray - Alum.	$310.00
100167	Slide Out Tray - Poly	$450.00
100168	Hose Tray 60 in. long	$920.00
100169	Hose Tray 72 in. long	$1,220.00
100174	Tool Tray 60 in. long	$920.00
100176	Tool Tray 60 in. long	$920.00
100432	Pump, CET, PFP-21HP-DSL-MR	$14,931.00
100576	Darley 1.5 AGE	$19,018.00
100550	Darley 2 BE 18V Engine Mounted Pump	$6,100.00
100240	Pump, Hale, Aux, Gas, HPX100-B18, 18hp	$6,805.00
100241	Pump, Hale, Aux, Gas, HPX100-B23, 23hp	$7,315.00
100242	Pump, Hale, Aux, Diesel, HPX100-24 KBD,	$16,140.00
100546	Pump, Hale, Aux, Gas, HPX-200-B23, 23hp	$7,200.00
100244	Pump, Hale, Aux, Diesel, HPX200-KBD 24	$16,050.00
100245	Pump, Hale, Aux, Gas, HPX-300-B18, 18hp	$6,355.00
100246	Pump, Hale, Aux, Gas, HPX300-KB24, 24hp (upgrade)	$16,731.00
100515	Pump, Hale, Aux, Diesel, HPX300-DK-0 (upgrade)	$24,918.00
100568	Pump, Hale, Midship PTO, Lrg, (upgrade)	$50,000.00
100247	CAFS Pump, ROWE IND, Equalizer, NA40CAFS (upgrade)	$31,980.00
100249	CAFS Pump, ROWE IND, Interface 1.5, (upgrade)	$51,340.00
100422	Pump, Wateraxe, B2X-23VX	$7,331.61
100466	Hydraulic Pump System	$18,950.00
100571	Remote Pump Control in Walkway	$1,750.00
100419	Remote Pump Control in Cab (Diesel)	$1,032.00
100418	Remote Pump Control in Cab (Gas)	$1,684.00
100259	Foam system, Scotty #4171, Through-the-p	$665.00
100260	Foam system, Waterous Foam Troll, Around	$15,000.00
100424	Foam System, Trident, Foamate ATP 1.0	$1,640.00
100261	Foam System, FoamPro, 1601, Class A	$8,275.00
100575	Foam System, FoamPro 2001, Class A/B	$9,900.00
100262	Foam System, Waterous, Aquis, 1.5, #2130	$8,880.00
100415	Tank-To-Pump, Electric, 2.5" Remote	$2,541.00
100416	Tank-To-Pump, Electric, 2.5" Dual Remo	$3,509.00
100279	Front Monitor (Akron)	$7,868.00
100477	Front Monitor (Elkhart)	$11,414.84
100499	Front Monitor (Tornado)	$10,606.00
100280	Ground Sweep Discharges, Front, 1.5" Mnl valve,	$2,180.00
100290	Add Hannay Hose Real	$4,305.00

100374	Whip Hose Lines (2) Front Body 1" x 8'	$265.00
100305	Whip Hose Lines, (2) Front Body 1" x 10'	$295.00
100385	Whip Hose Lines (2) Front Body 1" x 12'	$325.00
100307	Primer, Electric, Aux Pump, Additional	$1,605.00
100198	300 Gallons, Poly	$7,145.00
100199	350 Gallons, Poly	$7,680.00
100201	450 Gallons, Poly	$8,600.00
100380	Water tank 750 gal	$9,325.00
100565	Water Tank 2000 gal	$20,000.00
100528	Quick Dump Valve	$1,141.00
100212	Sump, Water Tank, 4"Deep x 12" Square	$250.00
100223	Perimeter Wall Around Tank	$500.00
100225	Water Tank Gauge, Electric, Rear Only	$840.00
100226	Water Tank Gauge, Electric, Rear & Chass	$1,250.00
100227	Foam Tank Capacity, 10 Gallons, Class A,	$1,000.00
100228	Foam Tank Capacity, 20 Gallons, Class A,	$1,150.00
100229	Foam Tank, Separate Tank, Poly	$1,200.00
100238	Foam Tank Gauge, Electric, Rear Only	$615.00
100239	Foam Tank Gauge, Electric, Rear & Chassis	$1,030.00
DTS101	48" Tempest Tech Fan, Gas with Misting System	$138,831.00
	CHASSIS OPTIONS	
X5H	SUPERCAB UPGRADE	$2,478.00
W5H	CREW CAB UPGADE	$3,664.00
663A	UPGRADE TO XLT PACKAGE	$2,495.00
F4G	DOWNGRADE TO F450	-$1,000.00
F5G	UPGRADE TO F550	$1,000.00
W84	UPGRADE TO 84"CA	$170.00
W108	UPGRADE TO 108" CA	$395.00
W120	UPGRADE TO 120" CA	$495.00
433	SLIDING REAR WINDOW	$275.00
99Y	DOWGRADE TO 6.8L V-10 ENGINE	-$6,200.00
99T	UPGRADE TO 6.7L DIESEL	$6,700.00
47A	AMBULANCE PREP PACKAGE	$1,205.00
47J	FIRE/RESCUE PACKAGE	$1,205.00
86S	LOW DEFLECTION PACKAGE	$85.00
52B	ELEC BRAKE CONTROLLER	$230.00
525	CRUISE CONTROL	$235.00
585	AM/FM/CD	$285.00
67A	DUAL ALTERNATORS	$380.00
62R	PTO PROVISION	$280.00
S2Z	CHROME GRILLE FOR XL CHASSIS [REG 17F XL DÉCOR]	$345.00
68R	MANUAL REGENERATION	$250.00
16S	ALL WEATHER FLOOR MATS	$75.00
166	CARPET DELETE	-$40.00
18B	MOLDED CAB STEPS	$370.00
213	ELECTRONIC SHIFT ON FLY	$250.00
18B	MOLDED BLACK CAB STEPS	$320.00
39S	SIRIUS SATELLITE RADIO	$195.00
41P	SKID PLATES	$100.00
512	SPARE TIRE/ WHEEL	$350.00
535	HI CAP TRAILER TOW	$350.00
64D	POLISHED ALUMINUM WHEELS	$1,095.00
76C	BACKUP ALARM	$125.00
87D	AMBER STROBE LIGHTS [4] - OEM	$700.00

76S	REMOTE START	$195.00
945	STAINLESS STEEL WHEEL SIMULATORS	$475.00
942	DAYTIME RUNNING LIGHTS	$45.00
96V	XL VALUE PACKAGE	$595.00
90L	POWER EQUIPMENT GROUP [ON XL]	$995.00
IM5	INTERMOTIVE 5 POSITION SEAT SENSORS, RED SEAT BELTS; VDR [CREW CAB	$3,085.00
SCBA-O	H.O. BOSTRUM OFFICER SCBA SEAT	$995.00
SCBA-1	1 REAR H.O. BOSTRUM SCBA SEAT	$995.00
SCBA-2	2 REAR H.O. BOSTRUM SCBE SEATS	$1,895.00
SCBA-3	3 REAR H.O. BOSTRUM SCBA SEATS	$2,595.00
SHPTHR	SHIP THRU FREIGHT FOR NFPA EQUIPMENT	$250.00
SP101	SPECIAL ORDER PAINT FROM SPO PAINT CHART	$595.00
SHOP1	WRITTEN SHOP MANUAL	$375.00
SHOP2	ELECTRICAL WIRING DIAGRAM	$195.00
SHOP3	EMISSIONS AND DIAGNOSTICS MANUAL	$195.00
SHOP4	SHOP MANUAL ON DVD	$375.00
SHOP5	PARTS DVD	$375.00
	F650/750 OPTIONS	
176WB	176"WB/102"CA/70"AF/285"OAL	$125.00
182WB	182" WB / 108" CA / 70" AF / 291" OAL	$175.00
194WB	194"WB/120"CA/75"AF/308"OAL	$325.00
200WB	200" WB / 126" CA / 75" AF / 314" OAL	$490.00
212WB	212 " WB / 138" CA / 81" AF / 332" OAL	$515.00
218WB	218" WB / 144" CA / 81" AF / 338" OAL	$550.00
224WB	224" WB / 150" CA / 87" AF / 350" OAL	$570.00
230WB	230"WB / 156" CA / 87" AF / 356" OAL	$585.00
242WB	242" WB / 168" CA / 100" AF / 381" OAL	$805.00
260WB	260" WB / 186" CA / 120" AF /419" OAL	$965.00
281WB	281" WB / 207" CA / 120" AF / 440" OAL	$1,150.00
X7F	F750 SUPERCAB 4-DOOR UP CHARGE	$1,895.00
W75	F750 CREW CAB 4-DOOR UP CHARGE	$3,775.00
536	FRAME, SINGLE CHANNEL, STRAIGHT 'C' 14.18 SM / 120,000 PSI	$365.00
539	FRAME, SINGLE CHANNEL, STRAIGHT 'C' 20.11 SM / 120,000 PSI	$915.00
412	OUTER 'C' CHANNEL REINFORCEMENT, 29.84 SM / 120,000 PSI	$1,160.00
18D	25,999 GVWR RATING	$60.00
18G	33,000 LB DE-RATING	$120.00
43P	12,000 LB DANA E-1202I FRONT AXLE	$525.00
43E	14,000 LB DANA I-BEAM TYPE FRONT AXLE, I-1405	$1,280.00
61D	12,000 LB FRONT SPRINGS	$525.00
61E	13,200 LB PARABOLIC TAPER LEAF FRONT SPRINGS	$1,040.00
61F	14,000 LB PARABOLIC TAPER LEAF FRONT SPRINGS	$1,280.00
15S	FRONT STABILIZER BAR	$490.00
532	FRONT FRAME EXTENSION 20"	$490.00
765	CHROME PLATED FRONT BUMPER	$490.00
86C	CHROME GRILLE	$245.00
60A	LUBE FRONT AXLE, SYNTHETIC OIL, EMGARD 50W	$50.00
91D	SWITCHBACK EXHAUST WITH VERTICAL EXHAUST	$550.00
69C	55 GALLON ALUMINUM FUEL TANK	$305.00
65E	65 GALLON ALUMINUM FUEL TANK	$425.00
65F	65L / 55R DUAL ALUMINUL FUEL TANKS	$915.00
476	21,000 SINGLE REDUCTION LOCKING REAR AXLE	$1,830.00
477	21,000 DUEAL REDUCTION AXLE	$1,405.00
479	23,000 SINGLE REDUCTION AXLE	$2,320.00
47P	23,000 SINGLE REDUCTION LOCKING REAR AXLE	$2,100.00

47X	26,000 SINGLE REDUCTION REAR AXLE	$2,445.00
52P	DRIVE SHAFT UPGRADE	$185.00
68R	23,000 LB MULTI LEAF SPRINGS W/ 2000 LB AUXILIARY	$230.00
68T	31,000 LB MULTI LEAF SPRINGS W/ 2000 LB AUXILIARY	$490.00
68B	21,000 LB REAR AIR SUSPENSION W/ SINGLE LEVELING VALVE	$610.00
68F	23,000 LB REAR AIR SUSPENSION W/ SINGLE LEVELING VALVE	$915.00
68Z	AIR SUSPENSION DUMP VALVE	$125.00
68Y	AIR SUSPENSION LEVELING VALVE, DUAL HEIGHT	$330.00
961	SHOCK ABSORBERS, REAR, DOUBLE ACTING	$165.00
607	REAR AXLE LUBE, SYNTHETIC, EMGARD 75W-90	$100.00
184	PARKING BRAKE, BOSCH DSSA TYPE, 12X3, IP, SPRING ACTUATED	$395.00
62F	BRAKE CHAMBER SPRING RELOCATED	$40.00
152	TRAILER CONN SOCKET, 7-WAY, WIRED FOR TURN AND STOP	$100.00
154	TRAILER CONN SOCKET, 7-WAY, WIRED FOR TURN, NO STOP	$100.00
158	TRAILER AIR BRAKE PACKAGE, 4 WHEEL	$365.00
90P	POWER EQUIPMENT GROUP [ON XL]	$470.00
92S	SLIDING REAR WINDOW	$125.00
21D	FORD SYNC	$395.00
90C	FORD TELEMANTICS	$800.00
16V	VOLTMETER	$100.00
86K	KEYLESS ENTRY	$170.00
90E	EXTERIOR APPEARANCE GROUP	$730.00
59A	AIR HORN	$90.00
54F	MIRRORS; POWER TRAILER TOW	$395.00
19A	AMBULANCE PREP PACKAGE	$1,285.00
17M	BACK UP ALARM, ELECTRIC, 101 dBA	$110.00
59B	BODY BUILDER SPECIAL WIRING HARNESS	$60.00
59C	BODY BUILDER WIRING TO END OF FRAME	$135.00
962	DAYTIME RUNNING LIGHTS	$45.00
164	FENDER MOUNTED FRONT AND REAR FACING TURN SIGNALS	$89.00
17A	220 AMP DENSCO SC6 HD ALTERNATOR	$220.00
17D	DUAL HD ALTERNATORS 357 AMP CAPACITY [200 AMP & 157 AMP]	$855.00
55M	JUMP START STUD, REMOTE	$90.00
63B	[2] 900 CCA, 12V, MOTORCRAFT BATTERIES	$60.00
63D	[3] 900 CCA, 12V, MOTORCRAFT BATTERIES	$250.00
63E	[2] 625 CCA, 12V, MOTORCRAFT BATTERIES, TEMP MOUNTED	N/C
643	22 X 8.25 10 HOLE FRONT WHEELS	$25.00
663	22 X 8.25 10 HOLE REAR WHEELS	$50.00
TC3	MICHELIN 11R22.5H FRONT TIRES	$415.00
TDG	CONTINENTAL 295/60R22.5H FRONT TIRES	$395.00
RC3	MICHELIN 11R22.5H REAR TIRES	$415.00
RDG	CONTINENTAL 295/60R22.5H REAR TIRES	$395.00
88Y	40/20/40 SEAT	$395.00
88J	30/0/30 SIR RIDE DRIVER AND PASSENGER	$855.00
88G	VINYL DRIVER AIR RIDE SEAT W/ INTEGRAL AIR PUMP	$395.00
88R	VINYL AIR RIDE DRIVER SEAT, W/ INTEGRAL AIR PUMP	$440.00
925	SLIDING REAR WINDOW W/ PRIVACY GLASS	$225.00
86B	GRILLE, FIXED, DARK SHADOW GREY	-$25.00
59A	HORN, AIR - BLACK, SINGLE TRUMPET	$50.00
58X	RADIO DELETE	-$50.00
58Y	RADIO AM/FM STEREO W/ 6 DISC CD CHANGER	$495.00
52B	STEERING WHEEL, TWO SPOKE, BLACK LEATHER WRAPPED, 15.5"	$75.00
644	WHEELS, FRONT 22.5 X 8.25, POLISHED ALUMINUM, 10 HOLE	$575.00
664	WHEELS, REAR 22.5 X 8.25, POLISHED ALUMINUM, 10-HOLE	$1,075.00

31P	SHIP THRU PDI [FOR CHASSIS BEING DELIVERED TO BODY CO]	$225.00
MARM1	4WD CONVERSION THROUGH MANNING	$32,750.00
FLR1	FLOOR PLAN INTEREST	$15.00 / day
SHOP1	WRITTEN SHOP MANUAL	$375.00
SHOP2	ELECTRICAL WIRING DIAGRAM	$195.00
SHOP3	EMISSIONS AND DIAGNOSTICS MANUAL	$195.00
SHOP4	SHOP MANUAL ON DVD	$375.00
SHOP5	PARTS DVD	$375.00

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-15	Date Prepared:	09/12/16

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Fluvanna County VA	**Contractor:**	Atlantic Emergency Solutions
Contact Person:	Cyndi Toler	**Prepared By:**	Jack Jackson
Phone:		**Phone:**	757 234-7424
Fax:		**Fax:**	
Email:	ctoler@fluvannacounty.org	**Email:**	jjackson@atlanticemergency.com

Product Code:	**YB01**	**Description:**	**Slip In Unit**

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $13,850.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$86,137.00
		Subtotal B:	$86,137.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$19,497.00
		Subtotal C:	$19,497.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** $0.19

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	**X Subtotal of A + B + C:**	119484	=	**Subtotal D:**	$119,484.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	**Subtotal E:**	$2,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Chassis Pre-Payment Discount		**Aerial Pre-Payment Discount**	
100% Pre-Payment Discount		**Trade-in Allowance**	
		Subtotal F:	$0.00

Delivery Date:	**3-4 months after receipt of customer chassis**	**G. Total Purchase Price (D+E+F):**	$121,484.00

Option Number	Qty	Description	Published Options	Unpublished Options
466	1	Chief's Package	$21,485.00	
467	1	Whelen Lights - scene	$6,300.00	
100377	1	HD Bumper/Grill - SBT Custom, Stee	$3,546.00	
100110	1	Cab Steps	$950.00	
100085	1	Cab Console	$1,100.00	
100094	1	Kussmaul 1000 - with Auto-Eject	$925.00	
100099	1	Install Radio (Customer Provided)	$465.00	
100584A	1	Rescue Side Body Custom Aluminum 114" x 96"	$11,100.00	
100132	1	tail board	$465.00	
100437	1	transverse compartment	$895.00	
100457	1	transverse hose tray	$920.00	
100458	2	Vertical Compartments ($1,328 x 2)	$2,656.00	
100156	5	Underbody Compartment ($865.00 x 5)	$4,325.00	
100166	1	Slide Out Tray - Alum	$310.00	
100169	1	Hose Tray	$1,220.00	
100242	1	Pump, Hale, Aux, Diesel, HPX100-24 KBD,	$16,140.00	
100259	1	Foam system, Scotty #4171, Through-the-p	$665.00	
100290	2	Add Hannay Hose Reel ($4,305.00 x 2)	$8,610.00	
100225	1	Water Tank Gauge, Electric, Rear Only	$840.00	
100227	1	Foam Tank Capacity, 10 Gallons, Class A,	$1,000.00	
100228	1	Foam Tank Gauge, Electric, Rear Only	$615.00	
100307	1	Electric Primer	$1,605.00	
	1	Warn 16.5 Winch		$3,250.00
	1	LED Lighting Upgrade		$7,057.00
	6	LED Under body lights ($125.00 x 6)		$750.00
	1	Graphics / Reflective Striping		$2,218.00
	1	Paint - Two-Tone Cab		$4,725.00
	1	Loose Equipment - booster hose, suction hoses, strainer		$1,497.00

Base Bid	$13,850.00	
Published Options	$86,137.00	
Total Published Options	$99,987.00	
Unpublished Options	$19,497.00	19.50%
Total Options w/o HGAC Fee	$119,484.00	

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the "General Conditions") shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "County") unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder's/Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County's Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the "VPPA") is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: "Affiliate", "Best Value", "Business", "Competitive Negotiation", "Competitive Sealed Bidding", "Construction", "Construction Management Contract", "Design-Build Contract", "Employment Services Organization", "Goods", "Informality", "Job Order Contracting", "Multiphase Professional Services Contract", "Nonprofessional Services", "Potential Bidder or Offeror", "Professional Services", "Public Body", "Public Contract", "Responsible Bidder or Offeror", "Responsive Bidder", "Reverse Auctioning" and

"Services". Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term "Bid" is used throughout these General Conditions and where appropriate includes the term "Proposal" or any modifications or amendments to any Bid or Proposal.

b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term "Bidder" is used throughout these General Conditions and where appropriate includes the term "Offeror" and/or "Vendor".

c. Contract: Any contract to which the County will be a party.

d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.

e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.

f. County Administrator: The Fluvanna County Administrator.

g. County Attorney: The Fluvanna County Attorney.

h. Purchasing Agent: The County Administrator is the County's Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.

i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the "General Conditions"): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.

j. His: Any references to "his" shall include his, her, their, or its as appropriate.

k. Invitation to Bid (also referred to herein as an "IFB"): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and

conditions applicable to the procurement.

l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

m. Request for Proposal (also referred to herein as a "RFP"): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed $50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed $50,000.

o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

p. State: The Commonwealth of Virginia.

3. AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

7. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms

provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:

    i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
    ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. **ERRORS IN BIDS**: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. **IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

    a. Addressed as indicated on page 1 of the solicitation;
    b. Solicitation number;
    c. Title;
    d. Bid due date and time;
    e. Bidder's name and complete mailing address (return address); and
    f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

    If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. **ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

13. **COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

14. **CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

15. **RESPONSE TO SOLICITATIONS**: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. **BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

17. **BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

18. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

19. **DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

20. **NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by "competitive negotiation" (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

22. CONFLICT OF INTEREST: Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

23. OMISSIONS OR DISCREPANCIES: Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for

in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

24. **BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

25. **FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

26. **CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

27. **RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

    a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;

b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
d. The quality of performance of previous Contracts or Services;
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
g. The quality, availability and adaptability of the Goods or Services to the particular use required;
h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
i. The number and scope of the conditions attached to the Bid;
j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES: The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

29. EXCLUSION OF INSURANCE BIDS PROHIBITED: Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may

debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

30. ANNOUNCEMENT OF AWARD: Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.

b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have

already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

34. APPLICABLE LAW AND COURTS: Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

35. PROVISION AND OWNERSHIP OF INFORMATION: The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

36. DOCUMENTS: All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	$1,000,000	
Professional Liability	$1,000,000	
Excess Liability	$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

40. KEY PERSONNEL: For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor

shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

41. SEVERABILITY: If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

42. TITLES: The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

43. ATTORNEYS' FEES: In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

44. NO WAIVER: Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

45. NO FINANCE CHARGES: No finance charges shall be paid by the County.

46. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

47. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the

provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
   i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or
   ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

49. RETAINAGE ON CONSTRUCTION CONTRACTS: Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

50. SUCCESSORS AND ASSIGNS: The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

51. DEFAULT: Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute

a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over $10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

55. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, in every Contract over $10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the

foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace"* means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;

b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and

g. For any Contract involving Services of any nature, the Contractor further agrees to:

i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by

the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq*.

b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered

at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. **INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

70. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

71. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

72. **REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.

73. **DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The

property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

74. PACKING SLIPS OR DELIVERY TICKETS: All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

a. Purchase Order Number;

b. Name of Article and Stock Number;

c. Quantity Ordered;

d. Quantity Shipped;

e. Quantity Back Ordered; and

f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

75. ADDITIONAL CHARGES: No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

76. METHOD AND CONTAINERS: Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

TAB U

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: October 19, 2016

AGENDA TITLE:	Proclaim October as Domestic Violence Awareness Month				
MOTION(s):	**I move the Fluvanna County Board of Supervisors approve the "Proclamation of October as Domestic Violence Awareness Month."**				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Sarah Ellis, Fundraising and Development Coordinator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Normal				
DISCUSSION:	N/A				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Proclamation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

PROCLAMATION 03-2016

PROCLAMATION OF OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and

WHEREAS, no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and

WHEREAS, the Shelter for Help in Emergency has led the way in the County of Fluvanna in addressing domestic violence by providing 24-hour hotline services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and

WHEREAS, the Shelter for Help in Emergency commemorates its 37th year of providing unparalleled services to women, children and men who have been victimized by domestic violence;

NOW THEREFORE, BE IT RESOLVED, in recognition of the important work being done by the Shelter for Help in Emergency, that I, John M. Sheridan, Chair of Fluvanna County Board of Supervisors, do hereby proclaim the month of October 2016 as **DOMESTIC VIOLENCE AWARENESS MONTH**, and urge all citizens to actively participate in the scheduled activities and programs sponsored by the Shelter for Help in Emergency, and to work toward the elimination of personal and institutional violence against women, children and men.

Passed and adopted this 19th day of October, 2016

Attest:

_____

John M. Sheridan
Chair, Board of Supervisors

FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS

October 05, 2016

No.	Item
1	FY17 Capital Reserve Memo 2016-10-19
2	FY17 Contingency Balance 2016-10-19
3	
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: October 19, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

County Capital Reserve:

FY16 Carryover	$14,370
FY17 Beginning Budget:	**$200,000**
Plus: FY15 & FY16 Projects Completed Under Budget	$50,323
Less: Palmyra Rescue Building CIP - 9.7.16	-$50,000
Available:	**$214,693**

Schools Capital Reserve:

FY16 Carryover	$193,243
FY17 Beginning Budget:	**$100,000**
Plus: FY15 & FY16 Projects Completed Under Budget	$48,168
Less: FCHS Equipment Shed Replacement - 8.3.16	-$5,400
Less: FCPS Floor Scrubber Replacement - 8.3.16	-$11,300
Available:	**$324,711**

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MEMORANDUM

Date: October 19, 2016
From: Martin Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 BOS Contingency Balance

The FY17 BOS Contingency line balance is as follows:

Beginning Budget:	**$150,000.00**
Less: Staff Pay Plan Supplement 9.21.16	-$13,740.00
Less: County Administrator Salary Increase 9.21.16	-$3,526.10
Available:	**$132,733.90**