



FLUVANNA COUNTY BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055

February 2, 2022

Regular Meeting at 5:00 pm

Budget Work Session at 7:00 pm

TAB	AGENDA ITEMS
1	CALL TO ORDER
2	PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
3	ADOPTION OF AGENDA
4	COUNTY ADMINISTRATOR'S REPORT
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
	At 7:00pm
7	ACTION MATTERS
A	Polling Place Location Direction and Authorization to Advertise a Public Hearing – Kelly Harris, Assistant County Administrator
7A	APPOINTMENTS
8	PRESENTATIONS (normally not to exceed 10 minutes each)
B	Fluvanna County Arts Council MOU Status Update – Kelly Harris, Assistant County Administrator
C	Fork Union Commerce Park Master Plan Report – Eric Dahl, County Administrator and Jennifer Schmack, Economic Development Director
9	CONSENT AGENDA
D	Minutes of January 19, 2022 – Caitlin Solis, Clerk to the Board
E	Local Law Enforcement Block ("LOLE") Grant Program- FFY 19 – David Wells, Chief Deputy
10	UNFINISHED BUSINESS
	TBD
11	NEW BUSINESS
	TBD
12	PUBLIC COMMENTS #2 (5 minutes each)
13	CLOSED MEETING AND DINNER RECESS
	TBD
RECESS – DINNER BREAK	
RECONVENE @ 7:00pm	

Fluvanna County...The heart of 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.*

6 – PUBLIC HEARING

F Public Hearing for the Issuance of \$5,231,500 Lease Purchase Debt – Eric Dahl, County Administrator

A - BUDGET WORK SESSION

County Administrator's FY23 Budget Proposal and FY24-27 Projected Budgets (The Five-Year Financial Plan) – Eric Dahl, County Administrator

FY23 Revenues and Expenditures – Eric Dahl, County Administrator

B – CLOSED MEETING

TBD

C – ADJOURN



County Administrator Review

Fluvanna County...The heart of 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.*

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.

GENERAL RULES OF 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 defamatory or abusive language directed at any member of the Board or other person, to create excessive noise, or in any way incite persons to use such tactics. The Chair shall be the judge of such breaches, however, the Board may by majority vote of the Board members present and voting to overrule the judgment of the Chair.
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.

RULES OF PROCEDURE FOR PUBLIC HEARINGS

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.

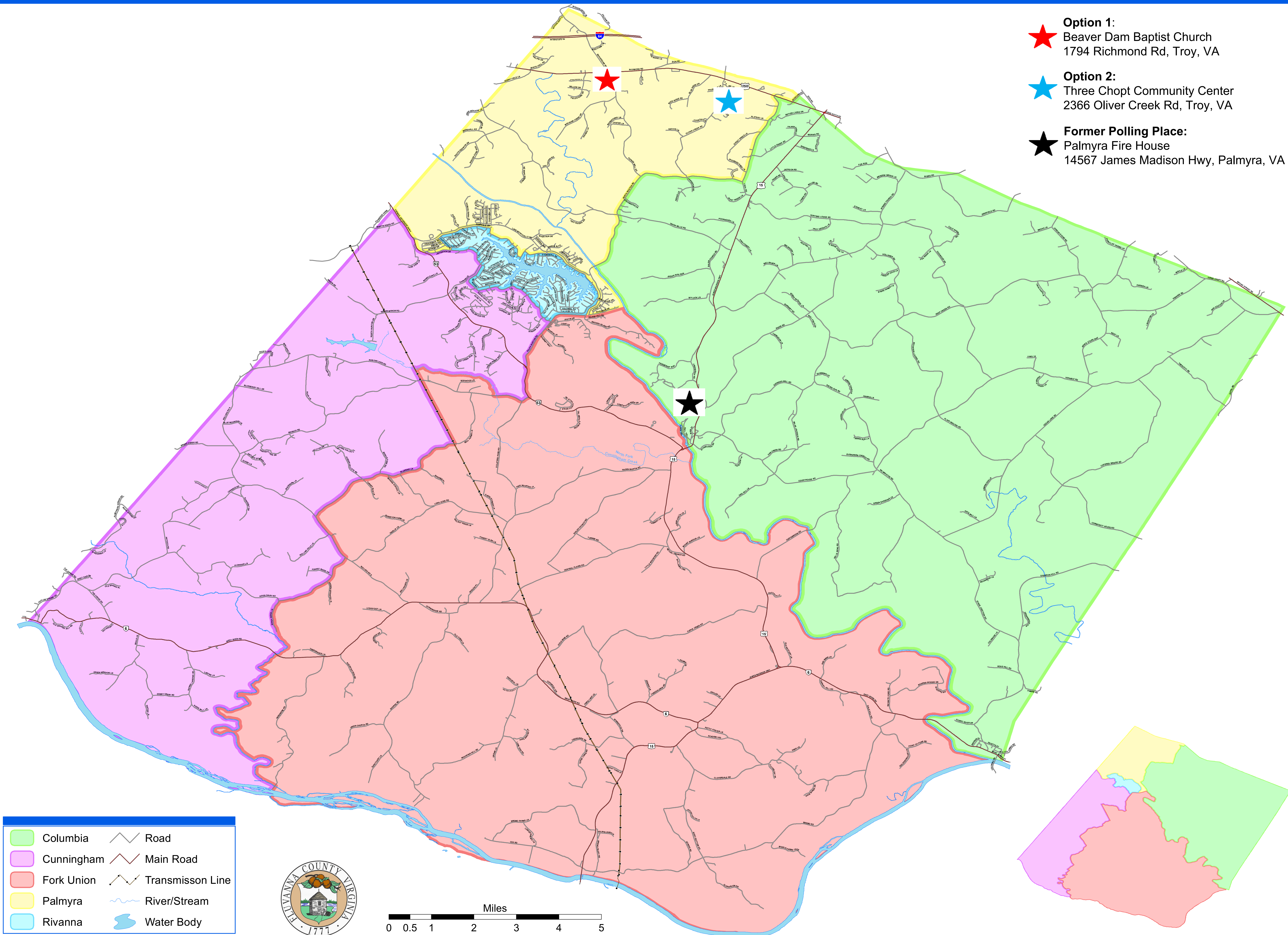
Fluvanna County...The heart of Virginia and your gateway to the future!

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB A

MEETING DATE:	February 2, 2022				
AGENDA TITLE:	Polling Place Location Direction and Authorization to Advertise a Public Hearing				
MOTION(s):	I move to authorize County Staff to advertise a public hearing as required by Virginia Code § 24.2-306, to consider an ordinance designating _____ as the polling place for the Palmyra District 101 Voting Precinct.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Harris, Assistant County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Normal				
DISCUSSION:	<p>The Palmyra Fire House has served as the polling place for the Palmyra District since 2006. Following the adoption of the 2021 Redistricting Ordinance on Dec 15, 2021, and upon the Attorney General's issuance of a certification of no objection, the Palmyra Fire House will no longer be in the Palmyra District. It will be necessary to request a certification of no objection from the Attorney General for the new location.</p> <p>County Staff has identified two potential locations, and have spoken with representatives from each:</p> <ul style="list-style-type: none"> Beaverdam Baptist Church Three Chopt Community Center 				
FISCAL IMPACT:	Minimal				
POLICY IMPACT:	Ordinance Amendment to designate precinct polling place				
LEGISLATIVE HISTORY:	Redistricting was adopted Dec 15, 2021, and has been submitted to the Attorney General for certification of no objection				
ENCLOSURES:	<ul style="list-style-type: none"> Election District Map (adopted Dec 15, 2021) Draft Advertisement Virginia Code Section §24.2-306 - Changes not to be enacted within 60 days of general election; notice requirements Virginia Code Section §24.2-310 - Requirements for polling places 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X				

Fluvanna County Voting Districts Adopted December 15, 2021



(Seal)

PUBLIC HEARING
Fluvanna County Board of Supervisors
 Wednesday, March 2, 2022, at 7:00 p.m.

Pursuant to Virginia Code Section 15.2-2204, a Public Hearing will be held in the Carysbrook Performing Arts Center, at 8880 James Madison Highway, Fork Union, Virginia for citizens of the County to have the opportunity to appear before and be heard by the Board of Supervisors for the following item:

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE 2, SEC. 2-2-3(A) OF THE FLUVANNA COUNTY CODE TO DESIGNATE THE [TO BE DETERMINED] AS THE POLLING PLACE FOR THE PALMYRA DISTRICT, 101 VOTING PRECINCT.

WHEREAS, the Fluvanna Board of Supervisors previously amended Section 2-2-3 of the County Code by two ordinances adopted December 15, 2021, and such prior amendments are subject to the provisions of Virginia Code Section 24.2-129, pursuant to which a certification of no objection has been requested from the Attorney General of Virginia; and

WHEREAS, pursuant to Virginia Code Section 24.2-129, this ordinance shall not be given effect until the Attorney General of Virginia has issued, or is deemed to have issued, a certification of no objection;

NOW THEREFORE BE IT ORDAINED BY THE FLUVANNA BOARD OF SUPERVISORS that the County Code be, and it is hereby, further amended, in Chapter 2, Article 2, Sec. 2-2-3(A), as follows (~~deletions~~ additions):

Sec. 2-2-3. Districts enumerated; populations and polling places; precincts.

(A) The election districts, with populations and polling places set forth, are as follows:

<i>Name</i>	<i>Population</i>	<i>Polling Place</i>
Palmyra	5255	Palmyra Fire House <u>[to be determined]</u>
Columbia	5008	Kents Store Agricultural Recreation Center
Fork Union	5496	Fluvanna County Community Center
Cunningham	5098	Antioch Baptist Church
Rivanna	5454	Lake Monticello Firehouse, Maple Room

Precincts shall be known by their respective polling places and shall be coterminous with the respective electoral districts.

(B) In addition to the foregoing precincts, there is hereby established a central absentee voting precinct, which shall be in the office of the Registrar, Palmyra, Virginia. The central absentee voting precinct shall be used for all elections on and after June 1, 2021.

AND THE BOARD OF SUPERVISORS FURTHER HEREBY AUTHORIZES AND DIRECTS the County Attorney and County Administrator to submit this ordinance, together with such other and additional information and documentation deemed appropriate by them, to the Attorney General of Virginia on behalf of the Board for issuance of a certification of no objection in accordance with Virginia Code Section 24.2-129.

A map showing the polling place change described in this notice may be examined during regular business hours of 8:00 a.m. – 5:00 p.m., Monday – Friday, at the Office of the County Administrator, located at 132 Main Street, Palmyra, VA 22963. For additional information please contact Caitlin Solis, Clerk to the Board, at 434-591-1910 or csolis@fluvannacounty.org.

All interested persons wishing to be heard are invited to attend the public hearing.

Code of Virginia

Title 24.2. Elections

Chapter 3. Election Districts, Precincts, and Polling Places

Article 3. Requirements for Election Districts, Precincts, and Polling Places

§ 24.2-306. Changes not to be enacted within 60 days of general election; notice requirements

A. No change in any local election district, precinct, or polling place shall be enacted within 60 days next preceding any general election. In addition to the requirements set forth in § 24.2-129, notice shall be published prior to enactment in a newspaper having general circulation in the election district or precinct once a week for two successive weeks. The published notice shall state where descriptions and maps of proposed boundary and polling place changes may be inspected.

B. Notice of any adopted change in any election district, town, precinct, or polling place other than in the location of the office of the general registrar shall be mailed to all registered voters whose election district, town, precinct, or polling place is changed at least 15 days prior to the next general, special, or primary election in which the voters will be voting in the changed election district, town, precinct, or polling place. Notice of a change in the location of the office of the general registrar shall be given by posting on the official website of the county or city, by posting at not less than 10 public places, or by publication once in a newspaper of general circulation in the county or city within not more than 21 days in advance of the change or within seven days following the change.

C. Each county, city, and town shall comply with the applicable requirements of law, including §§ 24.2-304.3 and 30-395, and send copies of enacted changes, including a Geographic Information System (GIS) map showing the new boundaries of the districts or precincts, to the local electoral board, the Department, and the Division of Legislative Services. Any county, city, or town that does not have GIS capabilities may request the Department of Elections to create on its behalf a GIS map showing the boundaries of the new districts or precincts, and the Department of Elections shall create such a map.

Code 1950, §§ 24-49 through 24-51; 1970, c. 462, § 24.1-39; 1971, Ex. Sess., c. 119; 1993, c. 641; 1995, c. 249; 2003, c. 1015; 2004, c. 1000; 2012, cc. 328, 486; 2019, cc. 777, 778; 2020, Sp. Sess. I, c. 56; 2021, Sp. Sess. I, cc. 528, 533.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia

Title 24.2. Elections

Chapter 3. Election Districts, Precincts, and Polling Places

Article 3. Requirements for Election Districts, Precincts, and Polling Places

§ 24.2-310. Requirements for polling places

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (52 U.S.C. § 20101 et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § 24.2-604, and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § 24.2-604. The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling

place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § [24.2-307](#) or [24.2-308](#) for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. [307](#); 2003, c. [1015](#); 2004, c. [25](#); 2005, c. [340](#); 2008, cc. [113](#), [394](#); 2010, cc. [639](#), [707](#); 2012, cc. [488](#), [759](#); 2016, cc. [18](#), [492](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB B

MEETING DATE:	February 2, 2022				
AGENDA TITLE:	Fluvanna County Arts Council MOU Status Update				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Kelly Harris, Assistant County Administrator				
PRESENTER(S):	Kelly Harris, Assistant County Administrator				
RECOMMENDATION:	N/A				
TIMING:	Normal				
DISCUSSION:	<p>The Fluvanna County Arts Council has been operating under an agreement with the County regarding the use of the Carysbrook Performing Arts Center since at least 1994, with the current agreement dated to 2008. Subsequent to a proposal from the Arts Council in early 2021 to expand offerings at the Performing Arts Center, and to assume more control over the scheduling of the space, staff began a review of the existing agreement. At the August 4, 2021 Board of Supervisors meeting, Ms. Harris sought direction from the Board with regard to reviewing and renewing the agreement. At that time, the Board requested the matter return to the Board in October 2021, with recommendations for a shared responsibility for the space. Plans to return this to the Board in October 2021 were derailed by work on Redistricting.</p>				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> 1996 Carysbrook Auditorium Management Plan – adopted May 1, 1996 1999 MOU between the Fluvanna Arts Council and the Fluvanna County Department of Parks and Recreation for Management of the Carysbrook Performing Arts Center Agreement – signed June 17, 1999 2008 Resolution on the Use of Carysbrook – adopted Feb 6, 2008 2008 Policy 4-7 Policy for the Use of Carysbrook Performing Arts Center 2018 Policy 9.4. Carysbrook Performing Arts Center Use (formatting changes only) 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

MOTION:

Mr. Sheridan moved, that \$10,000 be moved from line 0011010-5280, Board of Supervisors Postage, \$2500 moved from line 071030-8116, Building & Grounds Carysbrook Sewer Project, and \$5500 moved from line 011010-5850, Board of Supervisors Contingency Fund, to line 3160, Board of Supervisors Professional Services, to complete payment for Zion Crossroads water Study. Mr. Cobb seconded. Ayes: Cobb, Gardner, Pace, Sheridan. Nay: Weaver. Motion carried.

MINUTES - April 1996MOTION:

Mr. Weaver moved, the minutes of April 1996 be adopted as amended. Mr. Sheridan seconded. Ayes: Cobb, Gardner, Pace, Sheridan, Weaver. Nay: None. Motion carried.

ACCOUNTS PAYABLE

Payroll	\$158,230.32
G.F. Accts. Payable	143,183.07
FUSD Accts. Payable	4,959.87
Manual Checks-County	5,632.98
Manual Checks-FUSD	1,440.31
Comm. Prog. Enterprise Fd.	9,351.44
SNAP	<u>111,147.91</u>
TOTAL	\$433,945.90

A discussion on the issue of the cost of the bottled water for the SPCA and why the County is still receiving invoices. The County Administrator will follow up on this issue.

MOTION:

Mr. Pace moved, the Fluvanna County Board of Supervisors this 1st day of May 1996, that the Carysbrook Performing Arts Center management agreement is hereby approved and adopted for a period of two (2) years, at the conclusion of December 31, 1998, of which time the agreement may be renewed. Mr. Sheridan seconded. Ayes: Cobb, Gardner, Pace, Sheridan, Weaver. Nay: None. Motion carried.

MOTION:

Mr. Weaver moved, to approve the accounts payable as presented. Mr. Pace seconded. Ayes: Cobb, Gardner, Pace, Sheridan, Weaver. Nay: None. Motion carried.

FORK UNION SANITARY DISTRICT IMPROVEMENT PROJECT

The County Administrator reported and recommended that no action was required at this time.

CARYSBROOK AUDITORIUM MANAGEMENT PLANMOTION:

Mr. Sheridan moved, to approve the following resolution. Mr. Cobb seconded. Ayes: Cobb, Gardner, Pace, Sheridan, Weaver. Nay: None. Motion carried.

RESOLUTION

A RESOLUTION TO ADOPT THE CARYSBROOK PERFORMING ARTS CENTER MANAGEMENT AGREEMENT

- WHEREAS, The Fluvanna County Board of Supervisors and the Fluvanna Arts Council, desire to provide a performing arts facility for the use and enjoyment for the citizens of Fluvanna County; and
- WHEREAS, the Board of Supervisors and the Fluvanna Arts Council recognize the mutual benefits of jointly operating such a facility utilizing the collective resources of both organizations; and
- WHEREAS, a plan for the joint management of the Carysbrook Performing Arts Center has been developed to the mutual satisfaction of both parties; and
- WHEREAS, the Board of Supervisors and the Fluvanna Arts Council agree that all building rental income shall be shared on a 50/50 basis to compensate for expenses incurred for the operation of the Carysbrook Performing Arts Center by both parties; and
- RESOLVED, by the Fluvanna County board of Supervisors this 1st day of May 1996, that the

496

Carysbrook Performing Arts Center management agreement is hereby approved and adopted for a period of two (2) years, at the conclusion of which time, December 31, 1998, the agreement may be renewed.

MOTION:

Mr. Pace moved, the Fluvanna County Board of Supervisors this 1st day of May 1996, that the Carysbrook Performing Arts Center management agreement is hereby approved Mr. Sheridan seconded. Ayes: Cobb, Gardner, Pace, Sheridan, Weaver. Nay: None. Motion carried.

**AGREEMENT FOR MANAGEMENT OF
CARYSBROOK PERFORMING ARTS CENTER**

Agreement between County of Fluvanna, State of Virginia, and Fluvanna County Arts Council, nonprofit, non-stock corporation chartered by the state of Virginia.

WHEREAS

1. The Council, with the permission of the County, took upon itself the task of renovating the former high school auditorium at Carysbrook into a performing arts center and, to date, has expended over \$101,000 of its funds to that end, and through the volunteer efforts of its members has contributed over \$40,000 in related work, and
2. The Council has further committed itself to expending approximately \$80,000 beyond those expenditures to complete the furnishing of the auditorium, and
3. The County has expended approximately \$75,000 for heating, air-conditioning, and exterior doors in the auditorium, which building remains the property of the County.

It is therefore agreed that from the date of this document through December 31, 1998:

- A. The Center shall be available for reasonable use by Council, County government, school, community groups, and commercial groups according to guidelines developed by Council and County, with highest priority reservation for Council and County usage.
- B. Council and County shall each appoint one representative to a Management Team which will manage the Center jointly,
- C. County will provide normal building maintenance, custodial care, and electrical service, heating, air conditioning and sanitary facilities.
- D. Council will maintain the stage lighting, sound system, seating, carpeting, equipment and furnishings installed by Council,
- E. Building rental fees as established and collected by the Management Team shall be divided equally between the County and Council,
- F. All fees collected for theatrical equipment rental, technical lighting or sound service rendered by the Council, or for damages to Council property shall belong to the Council,
- G. Fees for custodial overtime work shall belong to the County,
- H. All deposits, fees, or other assessments related to use of the Center shall be paid to County with Council's share of funds paid monthly to Council's Treasurer.
- I. County will, except for good cause shown, extend Council's use of the property for subsequent two-year periods upon application by Council no later than October 31st immediately preceding expiration of the then current agreement.

CLIMATE CONTROL

The Board directed the Building Official to present additional bids at the May 15 meeting.

COUNTY CODE

The County Attorney presented the Board with a draft of the new County Code. A decision will be made next meeting as to the disposition of the new code.

**Memo of Understanding between the Fluvanna Arts Council
and the Fluvanna County Department of Parks and Recreation
for Management of the Carysbrook Performing Arts Center**

Purpose

The purpose of this memo is to outline the understanding between the Fluvanna County Arts Council and the Fluvanna County Department of Parks and Recreation. The Fluvanna County Board of Supervisors at their May, 1996 meeting passed a resolution pledging its continued cooperation with the Arts Council in managing and operating the Performing Arts Center jointly with the Fluvanna Department of Parks and Recreation.

Background

The Arts Council, with the permission of the County, took upon itself the task of renovating the former high school auditorium at Carysbrook into the Carysbrook Performing Arts Center and has expended over \$265,000 of its funds and through the volunteer efforts of its members has contributed well over \$80,000 in professional, skilled, and unskilled work to provide audience seating, window drapes, stage curtains, stage lighting system, sound system, intercom system and dressing room furnishings, which remain the property of the Council. As its part of the renovation the County has expended approximately \$70,000 for heating, air-conditioning and exterior doors in the auditorium, which building remains the property of Fluvanna County.

Rental/Use of the Carysbrook Center

The Center is available to responsible adult organizations for reasonable and appropriate activities in a performing arts facility such as music, dance, drama, lectures, talent shows, organizational meetings, etc. The Center shall be scheduled according to the guidelines developed jointly by the Arts Council's representative and the Dept. of Parks and Recreation representative with Council's events scheduled first each year, followed by scheduling of any Board of Supervisor's meetings, then community groups, and finally out-of-county groups.

Management

A management team consisting of one representative from the Arts Council and a representative from the Department of Parks and Recreation will review applications for reserving the facility and will determine fees in accord with the established guidelines. The management team will review this memo of understanding along with guidelines and procedures annually.

Department of Parks & Recreation Responsibilities

Maintenance of the building: normal custodial care, sanitary facilities, electrical service, heating and air conditioning and building security.

Fluvanna Arts Council Responsibilities

Maintenance of the equipment and furnishings: stage lights, sound system, intercom system, dressing room furnishings, seating, carpeting, stage curtains, window drapes, equipment security.

Cooperative Action

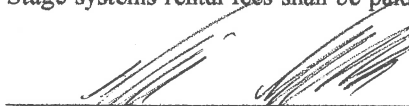
The team shall review each application for use of the Center as to availability, applicant qualification, appropriateness of intended use and approve or deny the application.

They shall notify the applicant specifying fees in a timely fashion.

In the event of denial or a dispute in scheduling, the management team shall meet with the complaining party, if said party chooses to do so. The joint decision of the management team is final. If the management team cannot agree on a resolution, they may present the case to the County Administrator for adjudication. The Administrator, at his discretion may refer the matter to the Board of Supervisors.

Rental Fees

Space rental fees shall be split 50%-50% between the Dept. of Parks and Recreation and the Fluvanna Arts Council. Stage systems rental fees shall be paid directly to the Arts Council.


Department of Parks and Recreation


Fluvanna Arts Council


Date



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION
On the Use of Carysbrook

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, February 6, 2008, in Palmyra, Virginia, the following action was taken:

PRESENT

Marvin F. Moss, Chairman
 Charles W. Allbaugh
 Mozell H. Booker
 John Y. Gooch
 Gene F. Ott
 Donald W. Weaver

VOTE

YEA
 YEA
 YEA
 YEA
 YEA
 YEA

On a motion by Mr. Gooch seconded by Mr. Weaver and voted in the affirmative, the following resolution was adopted:

WHEREAS the Fluvanna Arts Council ("the Council") is a civic organization providing valuable public service by providing to the public opportunities to enjoy high-quality performances of the performing arts in Fluvanna County; and

WHEREAS the Council has used the Carysbrook Building (formerly Fluvanna County High School) for some years under a series of informal memoranda of understanding with the County's staff; and

WHEREAS these memoranda have never been formally reviewed and approved by the governing body; and

WHEREAS, during the course of the Council's use of the Carysbrook Building, the Council has invested significant sums of money, derived from grants and other sources, as well as from contributions of its members and have otherwise improved and preserved the property; and

WHEREAS there have arisen certain issues arising from the Council's use of the Carysbrook Building which have resulted in misunderstandings and disagreements among the Council, the County's staff and certain other County citizens; and

WHEREAS the Board of Supervisors believes that it is now appropriate to give direction to the County's staff as to its intent with respect to the Council's use of the Carysbrook Building;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY as follows:

(1) That the former Fluvanna County High School located at Carysbrook ("the Building") is now, has at all times relevant to this resolution been, and will continue to be the sole property of the County of Fluvanna;

(2) That, as such, the governing body of the County has the right to control the use of the Building and its appurtenant property, and the non-delegable duty to ensure the safety and security of the property and of its users;

(3) That access to the Building shall at all times be under the control of the department of public works, which shall provide reasonable means of access to all persons lawfully entitled to use the Building, subject to ensuring the security of the property and of the other users;

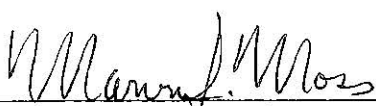
(4) That all persons occupying the property do so at the pleasure of the Board;

(5) That all items of personal property installed as fixtures on the property, regardless of the origin of such personal property, thereby become the property of the County except as otherwise expressly agreed by the Board;

(6) That the use of the property shall be available to all citizens of the County; provided, however, that priority in use shall be afforded, first, to the public functions of the County and its affiliated public agencies, including, but not limited to, the Department of Social Services; second, to the activities of the Council; and then to other members of the public;

(7) That the department of public works may delegate to the others, including, but not limited to, the department of parks and recreation and the Council, the day-to-day scheduling of the use of portions of the property, such as the Auditorium, but it shall at all times be the duty of the department of public works to decide all disputes among claimants for such use, subject to the review of the Board;

(8) That the staff is authorized to prepare a memorandum of understanding with the Council to provide for the Council's continuing use of the property, which memorandum shall be consistent with this resolution and shall be subject to the approval of this Board.


 Marvin F. Moss, Chairman
 Fluvanna County Board of Supervisors

MOTION: I move to adopt the "Policy for Use of the Carysbrook Performing Arts Center" and incorporate it as section 4-7 of the County Policy Manual.

AGENDA**BOARD OF SUPERVISORS****March 5, 2008**

SUBJECT: Policy for the Use of Carysbrook

RECOMMENDATION: Approval

TIMING: Routine

FISCAL IMPLICATIONS: None at this time.

POLICY IMPLICATIONS: This policy is in keeping with the "Resolution on the Use of Carysbrook" adopted at the February 6, 2008 meeting.

DISCUSSION: This policy has been reviewed and is supported by the Fluvanna County Arts Council, Inc., and the Persimmon Tree Players.

LEGISLATIVE HISTORY:

February 6, 2008 – Board of Supervisors passes a Resolution on the Use of Carysbrook

December 19, 2007 – Board of Supervisors directs staff to present a revised policy between Fluvanna County and the Arts Council by the first meeting in March 2008


December 5, 2007 – Policy presented to Board of Supervisors and deferred to reach agreement between all parties involved

Staff: Shelly Wright, Assistant County Administrator

Attachments: Policy for Use of the Carysbrook Performing Arts Center
Resolution on the Use of Carysbrook

For County Administrator's Use Only:

Comments: Recommend approval


for G. Cabell Lawton, IV, County Administrator

BOS Action

Rvs/d	
Ap/Dn	<u>3/5/08</u>
Tbl/Cnt	_____
Ltr/CC	_____
F'd In	_____

4. DEPARTMENT OF PARKS & RECREATION

4-7. Policy for Use of the Carysbrook Performing Arts Center

On February 6, 2008, the Board of Supervisors adopted a resolution entitled "Resolution on the Use of Carysbrook." This policy, adopted March 5, 2008, details the process by which the principles of this resolution will be operationalized. In all instances, the Resolution is the prevailing document and in no event shall anything stated in this policy be construed to contradict the Resolution.

This Policy is intended to be a "working document". By that, it is intended that this policy be reviewed approximately every sixty (60) days for a period of one (1) year by representatives of the Fluvanna County Arts Council, Inc., the Department of Public Works, the Director of Parks and Recreation, and, as appropriate, representatives of other user groups. This review committee shall recommend (a) modifications to the policy and (b) Standard Operating Procedures (SOPs) as necessary that shall contain the details of policy implementation, but shall not have the effect of changing policy.

At the conclusion of one year, the policy shall be brought back before the Board of Supervisors for adoption. The Board shall be presented with the policy as amended as well as a listing of any items the review committee was unable to resolve.

Should there be any item the review committee is unable to resolve that must be decided before the conclusion of the one year review period, that item will be brought back to the Board of Supervisors to be addressed individually.

4-7.1. Purpose

- 4-7.1.1. The Fluvanna County Board of Supervisors (hereinafter referred to as "County") and the Fluvanna Arts Council, (hereinafter referred to as "Council") desire to provide a performing arts facility for the use and enjoyment of the citizens of Fluvanna County.
- 4-7.1.2. The County and the Council recognize the mutual benefits of operating this facility utilizing the collective resources of both organizations.
- 4-7.1.3. With regard to scheduling, the Carysbrook Performing Arts Center (hereinafter referred to as "CPAC") shall be available for reasonable use by the Council, the County government, schools, community groups, and commercial groups according to guidelines established herein and administered by the Department of Parks & Recreation (hereinafter referred to as "DPR") as delegated to the DPR by the Department of Public Works.
- 4-7.1.4. The CPAC is available to rent to responsible organizations for reasonable and appropriate activities.

4-7.2. Fees

- 4-7.2.1. Fees for uses other than lighting and sound will be set by the Board of Supervisors.
- 4-7.2.2. Fees associated with rental of the lighting or sound equipment will be recommended by the Council and adopted by the Board of Supervisors.
- 4-7.2.3. The adopted fees shall be detailed on a fee schedule maintained by the DPR.
- 4-7.2.4. Building rental fees and security deposits shall be collected by the DPR with checks made payable to County of Fluvanna.
- 4-7.2.5. Fees collected for use of the lighting and sound equipment will be collected by the DPR with checks made payable to "Fluvanna County Arts Council, Inc.". These payments will be given to the Council along with a copy of the application.
- 4-7.2.6. All fees must be paid in advance.
- 4-7.2.7. In no event shall the Board of Supervisors and Departments reporting to the Board of Supervisors be subject to these fees.
- 4-7.2.8. Box office fees collected at Council events are collected by and remain the property of the Council.
- 4-7.2.9. All fees and charges associated with Council bookings shall be the responsibility of the Council per their agreement with the performers.

4-7.3. Facility Maintenance & Security

- 4-7.3.1. The County will provide normal building maintenance, custodial care, electrical service, heating and air-conditioning, and general building security.
- 4-7.3.2. Council will maintain the equipment and furnishings, stage lights, sound system, intercom system, dressing room furnishings, seating, carpeting, stage curtains, window drapes, equipment security, piano, box office, and the outdoor sign bearing the Council's logo.
- 4-7.3.3. Security is the sole responsibility of the Department of Public Works. No other County agency may issue or loan keys to the CPAC.
 - 4-7.3.3.a. Keys to the CPAC will be issued by the Supervisor of Buildings and Grounds who may exercise any measures necessary to maintain control over the security of the CPAC. He may, among other things, request individuals to

verify possession of their key or revoke keys at his sole discretion.

4-7.3.3.b. Keys are assigned to individuals (not organizations) and are non-transferable.

4-7.3.4. Security related to opening and closing of the facility for Council events shall be handled by the Council.

4-7.3.5. Security related to opening and closing of the facility for non-Council events shall be the responsibility of the Department of Public Works and delegated to the DPR as applicable.

4-7.4. Scheduling

4-7.4.1. All scheduling will be the responsibility of the DPR.

4-7.4.2. Events of the Council and the County will have first priority followed by community groups and finally out-of-county groups.

4-7.4.3. The annual Council schedule shall run on the fiscal year – July 1 through June 30.

4-7.4.4. The Council will submit the list of its annual events to Parks & Recreation as soon as the dates are booked but not later than June 30.

4-7.4.5. The calendar for non-Council and non-County bookings shall be opened on July 1 for the July 1 through June 30 time period.

4-7.4.6. For groups requesting the services of a Council technician for lighting or sound, DPR will coordinate with the appointed representative of the Council to confirm availability.

4-7.4.7. Application Process:

4-7.4.7.a. DPR will review each application for use of the CPAC as to availability, applicant qualification, and appropriateness of intended use.

4-7.4.7.b. Applicants that are denied may appeal the decision as detailed in this policy.

4-7.4.7.c. All applications receiving initial approval shall be sent to the designated Council representative for review. The Council shall generally have 30 days in which to respond, however, in instances where that would prohibit the event from taking place, the Council shall respond more immediately or the recommendation of the DPR shall go

forward. The Council shall provide the DPR with a written recommendation and justification of denial if so recommended.

4-7.4.7.d. Should the Council recommend denial, the DPR will work with the applicant and the Council to attempt to address the Council's concern.

4-7.4.7.e. Should the DPR continue to hold the position that the applicant should be allowed to use the facility, the decision may be appealed as detailed in this policy.

4-7.5. Sound and Lighting Technicians

4-7.5.1. The Council will approve, certify and issue an operator's card to people who qualify to use the Sound and Light systems according to the Council's expectations of appropriate use of the systems. The DPR, in cooperation with the Council will endeavor to offer technical workshop classes to provide this training. The training may be offered through some combination of sitting alongside a technician during another performance, attending a scheduled training session, or some other means as may be appropriate.

4-7.6. Appeal of a Decision

4-7.6.1. Decisions of the Director of Parks & Recreation can be appealed to the Department of Public Works or County Administrator.

4-7.7. Signage

4-7.7.1. Use of the sign bearing the Council's logo shall be at the sole discretion of the Council.

4-7.7.2. Use of the sign at Carysbrook not bearing the Council's logo shall be at the sole discretion of the Director of Parks & Recreation.

CARYSBROOK PERFORMING ARTS CENTER FEE SCHEDULE

Space Rental*

(includes audience and stage areas)

	In-County <u>Group</u>	Out-of-County <u>Group</u>	Security <u>Deposit</u>
One day, up to four hours	\$100	\$150	\$100
Each add'l consecutive day, up to four hours	\$80	\$120	\$100
Overtime occupancy, per hour	\$35	\$50	
Production Pkg. 17 days, rehearsal & show	\$600	\$900	\$300
Each add'l day rental, up to four hours	\$40	\$60	

*The County will develop a method to evaluate requests from in-County groups for a waiver or reduction of space rental fees depending on criteria including, but not limited to, financial need or the group's other contributions to the well-being and growth of the County.

Stage Lighting and Sound Systems Rental

(includes computerized stage lighting system, wired and wireless sound system, intercom, dressing rooms, box office, phone, cash register, water cooler)

	In-County <u>Group</u>	Out-of-County <u>Group</u>
One day, up to four hours	\$125	\$175
Production Pkg. 9 days, tech rehearsal & show	\$500	\$750
Each add'l day rental of systems	\$50	\$75
Staff technician (including set up and break down time)	\$50/hr	\$50/hr

Other Fees

	In-County <u>Group</u>	Out-of-County <u>Group</u>
Piano, Yamaha U2 upright (on the stage)	\$75	\$125
Piano tuning (done by Council upon request)	\$85	\$85

Note: The piano is permanently located onstage and may be played from that location. Should the renter wish to have the piano moved off the stage down to the house floor, we will have this done by professional piano movers. The performing group may be charged for this service. The group will be provided with a quote for the service and will have to pay up front for the service to be scheduled.

04. PARKS AND RECREATION

9.4. Carysbrook Performing Arts Center Use

BOS Approved – March 7, 2018

9.4.1. Purpose

A. The Fluvanna County Board of Supervisors (hereinafter referred to as "County") and the Fluvanna Arts Council, (hereinafter referred to as "Council") desire to provide a performing arts facility for the use and enjoyment of the citizens of Fluvanna County.

B. The County and the Council recognize the mutual benefits of operating this facility utilizing the collective resources of both organizations.

C. With regard to scheduling, the Carysbrook Performing Arts Center (hereinafter referred to as "CPAC") shall be available for reasonable use by the Council, the County government, schools, community groups, and commercial groups according to guidelines established herein and administered by the Department of Parks & Recreation (hereinafter referred to as "DPR") as delegated to the DPR by the Department of Public Works.

D. The CPAC is available to rent to responsible organizations for reasonable and appropriate activities.

9.4.2. Fees

A. Fees for uses other than lighting and sound will be set by the Board of Supervisors.

B. Fees associated with rental of the lighting or sound equipment will be recommended by the Council and adopted by the Board of Supervisors.

C. The adopted fees shall be detailed on a fee schedule maintained by the DPR.

D. Building rental fees and security deposits shall be collected by the DPR with checks made payable to County of Fluvanna.

E. Fees collected for use of the lighting and sound equipment will be collected by the DPR with checks made payable to "Fluvanna County Arts Council, Inc." These payments will be given to the Council along with a copy of the application.

F. All fees must be paid 30 days in advance.

G. In no event shall the Board of Supervisors and Departments reporting to the Board of Supervisors be subject to these fees.

H. Box office fees collected at Council events are collected by and remain the property of the Council.

I. All fees and charges associated with Council bookings shall be the responsibility of the Council per their agreement with the performers.

9.4.3. Facility Maintenance and Security

A. The County will provide normal building maintenance, custodial care, electrical service, heating and air-conditioning, and general building security.

B. Council will maintain the equipment and furnishings, stage lights, sound system, intercom system, dressing room furnishings, seating, carpeting, stage curtains, window drapes, equipment security, piano, box office, and the outdoor sign bearing the Council's logo.

C. Security is the sole responsibility of the Department of Public Works. No other County agency may issue or loan keys to the CPAC.

D. Keys to the CPAC will be issued by the Supervisor of Buildings and Grounds who may exercise any measures necessary to maintain control over the security of the CPAC. He may, among other things, request individuals to verify possession of their key or revoke keys at his sole discretion.

E. Keys are assigned to individuals (not organizations) and are non-transferable.

F. Security related to opening and closing of the facility for Council events shall be handled by the Council.

G. Security related to opening and closing of the facility for non-Council events shall be the responsibility of the Department of Public Works and delegated to the DPR as applicable.

9.4.4. Scheduling

A. All scheduling will be the responsibility of the DPR.

B. Events of the Council and the County will have first priority followed by community groups and finally out-of-county groups.

C. The annual Council schedule shall run on the fiscal year -July I through June 30.

D. The Council will submit the list of its annual events to Parks & Recreation as soon as the dates are booked but not later than June 30.

E. The calendar for non-Council and non-County bookings shall be opened on July 1 for the July I through June 30 time period.

F. For groups requesting the services of a Council technician for lighting or sound, DPR will coordinate with the appointed representative of the Council to confirm availability.

G. Application Process:

1. DPR will review each application for use of the CPAC as to availability, applicant qualification, and appropriateness of intended use.
2. Applicants that are denied may appeal the decision as detailed in this policy.
3. All applications receiving initial approval shall be sent to the designated Council representative for review. The Council shall generally have 30 days in which to respond, however, in instances where that would prohibit the event from taking place, the Council shall respond more immediately or the recommendation of the DPR shall go forward. The Council shall provide the DPR with a written recommendation and justification of denial if so recommended.
4. If the Council recommend denial, the DPR will work with the applicant and the Council to attempt to address the Council's concern.
5. If DPR continues to hold the position that the applicant should be allowed to use the facility, the decision may be appealed as detailed in this policy.

9.4.5. Sound and Lighting Technicians. The Council will approve, certify and issue an operator's card to people who qualify to use the Sound and Light systems according to the Council's expectations of appropriate use of the systems. The DPR, in cooperation with the Council will endeavor to offer technical workshop classes to provide this training. The training may be offered through some combination of sitting alongside a technician during another performance, attending a scheduled training session, or some other means as may be appropriate.

9.4.6. Appeal of a Decision. Decisions of the Director of Parks & Recreation can be appealed to the Department of Public Works or County Administrator.

9.4.7. Signage

A. Use of the sign bearing the Council's logo shall be at the sole discretion of the Council.

B. Use of the sign at Carysbrook not bearing the Council's logo shall be at the sole discretion of the Director of Parks & Recreation.

9.4.8. Ownership of Property Items. All items of personal property installed as fixtures on the property, regardless of the origin of such property, are the property of the County, except as outlined in the attached "Carysbrook Inventory" which lists the property of the Council.

Carysbrook Inventory

The following items have been purchased by or donated to the Arts Council, and are fully maintained by the Arts Council volunteers. These items are located in the theater, storage rooms, box office, or balcony.

- a. Piano
- b. Stepladders: 1 each 6, 8, and 10 foot
- c. Stools: 5 wooden
- d. Sound system: All speakers, microphones, cable, stands, operating board, CD player, music. Body microphones, TASCAM 102, intercom, fbx 2020 dual feedback monitor, QSC MX 1000A Amplifier, QSC Audio RMX 850 Amplifier. Case for electronics.
- e. Lighting: IDEA 48 operating board and monitor, gobos, gels, harness, took kit, lamps, (replacements), boom box.
- f. Christmas decor, including wreaths and trees
- g. Door flags
- h. 4 office chairs at console in balcony
- i. Folding tables, 2 6' (1 wood, 1 plastic), 3 4" tables, 4 chairs at rear of auditorium, 19 padded folding chairs, 4 solid portable chairs.
- j. 4 stanchions, 3 velvet ropes, display quilt,
- k. Lobby: 11 performers publicity photos, lighted stained glass palette.
- l. Box office: Name badges, and holder, water, cooler, cash register, ticket holders, adding machine cash box, first aid kit, assorted office supplies, signs outside box office reading "reservations" "purchases".
- m. Theater: 2 artificial ficus trees
- n. Outside dressing rooms: 21 photos
- o. Dressing room # 1: refrigerator, 4 photo frames, First Aid kit, 2 chairs
- p. Electronic room: 5 piece dance floor mats, 8 floor microphone stands, 3 music stands, box of black tape (for dance floor), file cabinet and contents, 2 boom stands in cases, 3 table microphone stands, aluminum easel, projector screen, sensor lighting control system, piano dehumidifier equipment.

- q. Dressing Room# 2: Refrigerator, 5 chairs, 1 folding chair, easel, storage cabinet and contents, ironing board and iron, 9 storage tubs and contents, letters for exterior sign with cases containing letters, 2 coffee urns, vacuum cleaner, several coat hangers, blue tablecloths, white tablecloths.
- r. Stage: Stage piano and cover, 6 monitors, projector,
- s. Stage lamps, fresnel, ellipsoidal, scoops, 2 spotlights, totaling 46 pieces,
- t. All photos and records of past performances throughout theater.
- u. Exterior: Exterior sign, exterior canopy and blue flags.
- v. Balcony also contains 12 replacement seat backs and 6 seat bottoms which county can use in the event of need for replacements.

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM STAFF REPORT

TAB C

MEETING DATE:	February 2, 2022				
AGENDA TITLE:	Fork Union Commerce Park Master Plan Report				
MOTION(s):	N/A				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Eric Dahl, County Administrator and Jennifer Schmack, Economic Development Director				
PRESENTER(S):	Eric Dahl, County Administrator and Jennifer Schmack, Economic Development Director				
RECOMMENDATION:	N/A				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • Provide the Board of Supervisors with an update on the Fork Union Commerce Park including: <ul style="list-style-type: none"> ○ Summary of findings ○ Concept Development Plan ○ Phasing of Project Costs ○ Potential funding opportunities ○ Next Steps 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Fork Union Commerce Park Master Plan Report 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

MASTER PLAN REPORT FORK UNION COMMERCE PARK

Fluvanna County, Virginia



January 2022

Contact Information

Jennifer Schmack, Director of Economic Development
Fluvanna County
(434) 591.1900 x 1053
jschmack@fluvannacounty.org



Carolyn A Howard, PE
Sr. Associate / Regional Manager
(540) 557.1398
choward@daa.com



Draper Aden
Associates

Kaitlyn Bartz

Date _____

E Campbell *Kms*

Date

Carolyn A. Howard

Date

TABLE OF CONTENTS

1.0	GENERAL SITE INFORMATION.....	1
1.1	Location and Access	1
1.2	Zoning.....	2
2.0	EXISTING CONDITIONS.....	3
2.1	Topography	3
2.2	Waters of the U.S.....	3
2.3	FEMA Regulatory Floodplains.....	3
2.4	Geotechnical Exploration and Evaluation	3
2.5	Phase 1 Environmental Site Assessment (ESA)	4
2.6	Threatened and Endangered (T&E) Species Review	4
2.7	Cultural Resources Assessment.....	4
3.0	INFRASTRUCTURE.....	5
3.1	Water.....	5
3.1.1	Design Criteria	5
3.1.2	Demand Projections	5
3.1.3	Existing Water System.....	6
3.1.4	Sizing Water Mains for Domestic and Fire Flows.....	7
3.2	Wastewater	8
3.2.1	Design Criteria	8
3.2.2	Flow Projections	8
3.2.3	Treatment Options	9
3.3	Electric, Gas, and Fiber	10
3.4	Roads	11
4.0	CONCEPT DEVELOPMENT PLANS.....	12
4.1	Phasing	12
4.2	Potential Community Assets.....	13
5.0	ORDER OF MAGNITUDE OPINIONS OF PROBABLE PROJECT COSTS....	14
5.1	Funding Options	15
6.0	DATA REFERENCES.....	16

FIGURES

- 1 VICINITY MAP
- 2 ZONING MAP
- 3 EXISTING CONDITIONS
- 4 FORK UNION PJD OVERVIEW MAP
- 5 FEMA FLOODPLAIN MAP
- 6 US ROUTE 15 ROAD IMPROVEMENTS LAYOUT
- 7 OVERALL PAD CONCEPTS
- 8 PHASE 1 CONCEPT PLAN
- 9 PHASE 2 CONCEPT PLAN
- 10 PHASE 3 CONCEPT PLAN
- 11 PHASE 4 CONCEPT PLAN

APPENDIX (refer to separate document)

- A. TOPOGRAPHIC SURVEY AND COMPILED BOUNDARY, DRAPER ADEN ASSOCIATES, APRIL 13, 2021
- B. PRELIMINARY JURISDICTIONAL DETERMINATION REQUEST, DRAPER ADEN ASSOCIATES, JUNE 3, 2021
- C. PRELIMINARY GEOTECHNICAL ENGINEERING REPORT, DRAPER ADEN ASSOCIATES, SEPTEMBER 1, 2021
- D. PHASE 1 ENVIRONMENTAL ASSESSMENT REPORT, DRAPER ADEN ASSOCIATES, JUNE 1, 2021
- E. THREATENED AND ENDANGERED SPECIES REVIEW DRAPER ADEN ASSOCIATES, JANUARY 18, 2022
- F. CULTURAL RESOURCES ASSESSMENT, DRAPER ADEN ASSOCIATES, JUNE 1, 2021
- G. TRAFFIC IMPACT STUDY, ENGINEERING & PLANNING RESOURCES, NOVEMBER 1, 2021
- H. FORK UNION COMMERCE PARK ORDER OF MAGNITUDE ESTIMATE OF PROBABLE COSTS, DRAPER ADEN ASSOCIATES, JANUARY 18, 2022

1.0 GENERAL SITE INFORMATION

1.1 Location and Access

The Fluvanna County Economic Development Authority owns five parcels located at 5725 James Madison in Fork Union, Virginia. These parcels are known as the Fork Union Commerce Park. The Fluvanna County Parks and Recreation Community Center and Fork Union Fire Department are located on the southeast portion of the site, directly adjacent to James Madison Highway. The Fork Union Military Academy is located to the south and the Town of Dixie is located to the North. Refer to Figure 1: Vicinity Map.

The site's primary access point is James Madison Highway (US Route 15) utilizing the Community Center's existing access drive. James Madison Highway is classified by the Virginia Department of Transportation (VDOT) as a Minor Arterial road. Access to Interstate 64 is approximately 17 miles to the northwest along US Route 15.

The Commerce Park currently consists of five parcels; refer to Figure 3 and Table 1. The lots will likely be subdivided as the park develops. The proposed master plan divides the development into four phases. Each phase includes graded pad site(s) and a potential building layout. Refer to Section 4 of the report.

Key Site Information	
Total Area	132.66 Acres
Available Area	132.66 Acres
Largest Contiguous Area	17.8 Acres
Total Developable Area	40.72 Acres
Existing Zoning	I-1/A-1
4 Lane	Route 11
Interstate	I-81/ 3.2 mi
Water	6-inch in Route 15
Sewer	Septic
Natural Gas	Columbia Gas
Power	Dominion Energy
Telecom	Firefly broadband

Table 1: Existing Parcels

Parcel ID	Acres	Status
51-A-129	10.000	Partially developed
51-A-130	8.763	Undeveloped
51-A-129A	86.641	Undeveloped
51-A-139	10.000	Undeveloped
51-A-138	17.252	Undeveloped
Total Acreage	132.656	

1.2 Zoning

Parcels 51-A-129 and 51-A-129A are classified as Industrial, Limited, I-1 per Fluvanna County's Geographical Mapping (GIS). Parcels 51-A-130, 51-A-138, and 51-A-139 are classified as Agricultural, General, A-1 per Fluvanna County's GIS. Parcels 51-A-130, 51-A-138, and 51-A-139 are proposed to be rezoned in the near future. The adjacent properties are classified as Agricultural, General, A-1 per Fluvanna County's GIS. Refer to Figure 2: Zoning Map.

2.0 EXISTING CONDITIONS

2.1 Topography

The site has slopes that range between 5% and 33%. Refer to Figure 3: Existing Conditions and Appendix A for the Topographic Survey and Compiled Boundary. The highpoint is located through the middle of the site. The developable area is divided by existing perennial and intermittent streams to the north and south, where shown on Figure 3. The majority of the drainage from the site is tributary to Judy Creek, which is adjacent to the west property boundary.

2.2 Waters of the U.S.

There are 21 delineated streams (including seeps), and 12 wetlands, fringes, and vernal pools that were identified within the Preliminary Jurisdictional Determination Request (Appendix B), where shown on Figure 4. Refer to Appendix B for additional information.

2.3 FEMA Regulatory Floodplains

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) define the regulatory base flood elevation and area encumbered by flooding from the one-percent annual chance (a.k.a. 100-year) storm event along streams and riverine systems. The property is not encumbered by a FEMA regulatory floodplain. Refer to Figure 5.

2.4 Geotechnical Exploration and Evaluation

A Preliminary Geotechnical Engineering Report was completed by Draper Aden Associates on September 1, 2021; refer to Appendix C. There were 7 borings completed throughout the site. In general, 6-inches of topsoil was observed across the site. Proposed slopes are recommended to be a maximum of 3:1 due to the stability of the existing soils. A design-phase Geotechnical Exploration is recommended once a prospective industry provides detailed design information for the buildings.

2.5 Phase 1 Environmental Site Assessment (ESA)

A Phase 1 Environmental Assessment Report was completed by Draper Aden Associates on June 1, 2021; refer to Appendix D. One recognized environmental condition was found based on documentation of the site. However, it was determined based on the information available that it does not pose a current risk to the environment or human health.

2.6 Threatened and Endangered (T&E) Species Review

Four federally listed species, were identified as potentially present within the project area, including the James Spiny mussel, Atlantic Pigtoe, Yellow Lance, and Northern Long Eared bat (NLEB). Direct consultation with USFWS is recommended for the James Spiny mussel to determine if a habitat or species survey may be warranted. A site-specific species survey may support elimination of the time-of-year-restriction (TOYR). Consultation with USFWS is recommended for the NLEB once site development plans are in place including tree clearing activities.

An additional species were also identified on the state threatened and endangered lists as potentially present within the project area, including the Loggerhead Shrike and Migrant Loggerhead Shrike, Little Brown and Tri-colored bats, and Green Floater and Brook Floater. Direct consultation with VDGIF is recommended prior to construction. A site-specific species survey may support elimination of the TOYR.

The complete Threatened and Endangered Species Review report can be found in Appendix E.

2.7 Cultural Resources Assessment

A Cultural Resource Assessment of the site was completed by Draper Aden Associates on June 1, 2021. Two resources, the Fluvanna Community Center and an onsite cemetery, were identified on site. Refer to Figure 3 for the location of the cemetery. Once a prospective industry is identified, survey efforts can be conducted to eliminate disturbance archaeological resource areas identified in the Cultural Resources Report. The complete Cultural Resource Assessment can be found in Appendix F.

3.0 INFRASTRUCTURE

3.1 Water

This section describes the design criteria, projected demands, and hydraulic calculations to supply water to the Fork Union Commerce Park. All water will be provided through a connection to the existing Fluvanna County 6-inch water main along Highway 15. The connection will be at the entrance of the Fork Union site located approximately 115 feet north of the intersection of Highway 15 and the entrance to the Fluvanna Community Center.

3.1.1 Design Criteria

Fluvanna County water and sewer standards are in the process of being updated and were not available at the time this study was prepared, thus standards for an adjacent locality, Louisa County were used instead along with Virginia Department of Health (VDH) Waterworks Regulations (Virginia Administrative Code Title 12, Agency 5, Chapter 590). The key guidelines are summarized below:

- Average daily demand (ADD) is calculated based on the proposed development acreage and land use
- Maximum daily demands (MDD) are 1.7 times the ADD.
- Peak hourly demands (PHD) are 4.0 times the ADD.
- Fire flow is 2,000 GPM for 2 hours for Light Industrial.
- Minimum pressure is 20 psi based on the greater of PHD or MDD plus fire flow.

3.1.2 Demand Projections

Anticipated water demands were calculated for Options 1 and 2 based on the design criteria outlined in Section 3.1.1. Projected water demands for Options 1 and 2 are presented in the following tables.

Table 3-1. Projected Water Demands Based on Developable Acreage

Option	Land Use	Acreage	Domestic Water Demand Allocations per Developable Acre (gpd/acre)*	Fire Flow Demand (gpm)*	ADD (GPD)	ADD (GPM)	MDD (GPM)**	PHD (GPM)***
1	Light Industrial	38.7	500		19,350	13.4	22.8	53.6
2	Light Industrial	34	500		17,000	11.8	20.1	47.2
	Fire Flow			2,000				

*Per Louisa County Water Authority Standards

**MDD are 1.7 times the ADD

***PHD are 4.0 times the ADD

The following tables show the resulting cumulative system demands for Options 1 and 2.

Table 3-2. Cumulative Demands

Item	Demand (gpm)	
	Option 1	Option 2
ADD	13.4	11.8
MDD	22.8	20.1
MDD + Fire Flow	2,022.8	2020.1
PHD	53.6	47.2

3.1.3 Existing Water System

Water service for the Fork Union Commerce Park is provided by a 6-inch water main that runs along Highway 15. The County performed a fire flow test on the hydrant near the entrance to the Fluvanna Community Center on April 7, 2011. The results are summarized below in Table 3-3.

Table 3-3. Fire Flow Test Results

Static Pressure at Test Hydrant	85 PSI
Residual Pressure at Test Hydrant	39 PSI
Pitot Pressure During Flow	8 PSI
Test Flow	816 GPM
Orifice Diameter of Flow Hydrant	2.5 in
Coefficient of Discharge	0.7
Desired Pressure at Test Hydrant	20 PSI
Flow Available at 20 PSI	979.80 GPM

The hydrant test showed an available fire flow of 979.80 GPM at the minimum pressure of 20 PSI. A hydraulic model was not available for the County, so it was not possible to evaluate impacts at this site on the rest of the County water system.

Required fire flow for the site was determined from the Louisa County Water and Sewer Utility Standards as indicated in Table 3-1 and summarized below:

- Minimum fire flow demand is 2,000 GPM, however, if 2,000 gallons per minute is not possible, a minimum of 500 GPM may be considered on a case-by-case basis

3.1.4 Sizing Water Mains for Domestic and Fire Flows

The maximum water main size is limited to the size of the tie-in main in Highway 15, which is 6 inches. Water mains are sized based on the greater of MDD plus fire flow or PHD. Per the results of the hydrant test, the existing 6-inch water main can meet domestic demands but cannot meet fire flow demands. This fire flow deficiency can be mitigated if the new water treatment plant is located within the Industrial Park. The water treatment plant will likely be capable of meeting the fire flow requirements within the Industrial Park. Another option to meet the fire flow requirement is on-site storage. The maximum size water storage tank required to meet the fire flow demand is 240,000 gallons based on the 2,000 GPM fire flow demand over a period of 2 hours, however the size may vary depending on actual required fire flow. Due to limited knowledge on the future use of the site, the fire flow requirements should be re-evaluated to determine whether the existing 6-inch water main can meet the requirements and if on-site storage is required. Based on potential site layouts,

the site will require approximately 2,600 linear feet of water main. All pipes are assumed to be 6 inches.

It is noted that the demands calculated in this analysis are based on generic light industrial use. Actual water usage varies significantly by the type of industrial use. Once a potential industry has been identified for this site, these results should be verified based on anticipated demand for that industry.

3.2 Wastewater

This section describes the design criteria to determine sewer design flows, collection, and treatment for Options 1 and 2.

3.2.1 Design Criteria

Fluvanna County water and sewer standards are in the process of being updated and were not available at the time this study was prepared, thus standards for an adjacent locality, Louisa County were used instead along with Virginia Department of Environmental Quality Sewage Collection and Treatment Regulations. Key design criteria and assumptions are summarized below:

- Flows for Light Industrial zoning is 500 GPD/Acre.
- Average daily flows (ADF) are shown in Table 3-4. Peaking factor is assumed to be 4 times the ADF per Louisa County Standards.

3.2.2 Flow Projections

Anticipated wastewater demands were calculated for Options 1 and 2 based on the design criteria outlined in Section 3.2.1. Projected wastewater demands for Options 1 and 2 are presented in Table 3-4.

Table 3-4. Projected Sewer ADF Based on Developable Acreage

Option	Land Use Description	Acreage	Flow gpd/acre*	Flow duration (hours)	ADF (GPD)	ADF (GPM)	Peak Flow (GPM)**
1	Light Industrial	38.7	500	24	19,350.0	13.4	53.6
2	Light Industrial	34	500	24	17,000.0	11.8	47.2

*Per Louisa County Water Authority Standards

**Peak Flow is 4 times the ADF

3.2.3 Treatment Options

Public sewer in the vicinity of the Fork Union site is not available, therefore, there are two options for providing sewer for the site. Option 1 consists of an on-site septic system, which includes both individual septic systems for each lot and a mass septic system for the entire Industrial Park. Option 2 consists of a package wastewater treatment plant.

Option 1 – On-site septic system

Option 1 consists of two sub options, with Option 1a being individual septic systems for each lot and Option 1b being one large septic system for the entire site. On-site septic systems are designed based on the ADF for the type and size of the facility and peak flows are handled by the septic tanks and pumps.

Option 1a consists of individual septic systems for each proposed lot. The ADF of 17,000-19,350 gpd shown in Table 3-4 was divided among the five individual lots, resulting in an ADF of 3,400-3,930 gpd for each lot. According to soil percolation calculation requirements, this flow would require approximately 2 acres per lot to accommodate the drainfield and septic tanks. This size requirement assumes no pretreatment of the waste. Further evaluation of the soils will be required to determine their suitability for on-site septic systems.

Option 1b consists of a mass septic system for the entire Industrial Park. The ADF of 17,000-19,350 gpd shown in Table 3-4 can be accommodated with a single drainfield of approximately 6 acres, including a primary drainfield, reserve drainfield, and septic tanks. Six acres is the minimum space required based off soil percolation requirements. It is assumed there would be no pretreatment of

the waste. This scenario would require a licensed Class I operator to be available but would not require them to be on-site daily.

Option 2 - Package Wastewater Treatment Plant

Option 2 consists of a package Wastewater Treatment Plant (WWTP) designed to accommodate flow from the entire Industrial Park. The exact type of WWTP is unknown at this time and will require more information including the actual use of the park to determine WWTP permit discharge limits, defined by DEQ. Judy Creek, which runs along the Northwestern edge of the site, is likely a feasible discharge point for the treatment plant. Adequate space is available on the site for a package WWTP, adjacent to and within a portion of Pad D; refer to Figure 7.

Pros and cons for each option are presented below.

Individual Lot On-site septic system

Pros: Cost-effective, easy to install and operate

Cons: Limited by soil conditions

Mass On-site septic system

Pros: Only one drainfield, cost-effective and easy to install

Cons: Requires a licensed operator, limited by soil conditions

Package WWTP

Pros: Can handle all flows and is scalable if flows increase

Cons: Expensive to construct, operate and maintain, requires a licensed operator

3.3 Electric, Gas, and Fiber

The site is within Dominion Energy service territory. Locality and/or landowner should contact power provider prior to formally engaging a prospect and/or prospective industry to validate the availability of power to the site.

The site is within the Columbia Gas of Virginia Territory. Locality and/or landowner should contact the gas company provider prior to formally engaging a prospect and/or prospective industry to validate the availability of power to the site.

The site is located within Firefly broadband coverage networks. Locality and/or landowner should contact fiber provider prior to formally engaging a prospect and/or prospective industry to validate the availability of fiber to the site.

3.4 Roads

A Traffic Impact Study was performed by Engineering & Planning Resources on November 1, 2021. Refer to the Appendix G for the Traffic Impact Study. Based on traffic study, there will be minimal impact to the existing entrance with the construction of the Commerce park, and the following improvements at the intersection of Route 15 will be required with the development of the site, which may necessitate additional right-of-way acquisition and will require review and approval by VDOT. Refer to Figure 6.

1. A northbound left-turn lanes with 200 feet of storage with a 200-foot taper
2. Extension of the existing southbound right-turn lane to 200 feet of storage with a 200-foot taper

4.0 CONCEPT DEVELOPMENT PLANS

4.1 Phasing

Figures 7 through 11 provide an overall potential build-out scenario for the undeveloped parcels within Fork Union Commerce Park, including building size, parking, and site circulation. This concept development plan is provided as a tool for Fluvanna County and prospects to visualize the park's potential. The pad areas shown were optimized to minimize impacts to the water of the U.S. and provide a roughly balanced earthwork per construction phase, except for phase 4, which requires imported fill.

Four phase approach to the development of the park is recommended. Refer to the table below for the breakdown of each phase.

1. Phase 1: Construction of an 1770-foot access road with a 5-foot sidewalk on one side from the Community Center and a 6-inch water main parallel to the road, and mass grading of Pad A and B (Figure 8)
2. Phase 2: Mass grading of Pad C, south of the main access road (Figure 9)
3. Phase 3: Construction of an 805-foot extension of the access road with a 5-foot sidewalk, and 6-inch water main parallel to the road, and mass grading of Pad D (Figure 10)
4. Phase 4: Construction of the phase 4 access road and parallel 6-inch water main with a loop connection to the Fluvanna County Burn Building, and mass grading of Pad E (Figure 11)

Table 4: Building Pad Areas

Phase / Pad	1/A	1 / B	2/ C	3 / D	4 / E
Building Pad Area (acres)	11.3	1.3	6.3	17.8	4

The cost and grading for the sites were evaluated per each phase. Refer to Section 5 of this report. It is recommended that Phase 1 be constructed first. Following construction of the initial access road, the remaining phases can be constructed, as market and prospect activity necessitate.

It is assumed that any required stormwater management measures will be incorporated within the footprint of the grading pad. Stormwater management requirements could be met by either above ground measures, underground measures, or a combination of both. Once a prospect and design

criteria are obtained, each site will need to be further evaluated to determine the total stormwater management requirements.

If an onsite septic system is required for each site, then the system will also need to be incorporated into the area of the pad site due to the steep tie in grades and existing steep slopes.

4.2 Potential Community Assets

The Commerce Park can also be developed to provide amenities for the community and the region. The adjacent community center offers parking that could serve as a trailhead for an approximately 2-mile recreational trail system that would start with the sidewalk along the proposed road and then branch off into natural surface trails along the existing streams circling back to the community center. The trail system along with educational signage describing the surrounding wetlands, stream, and forest could provide additional benefit to the county. Additionally, the areas along the streams could also be planned for use as a public or private disc golf course with minimal disruption to the natural environment.

5.0 ORDER OF MAGNITUDE OPINIONS OF PROBABLE PROJECT COSTS

The order of magnitude opinion of probable project costs (OOM estimates) per phase were developed based on the topographic survey and a conceptual grading plan for each pad site and the access roads. A summary of the OOM estimates is provided in Table 5, and the detailed estimated are included in Appendix H.

1. Phase 1: Construction of an 1770-foot access road with a 5-foot sidewalk on one side from the Community Center and a 6-inch water main parallel to the road, and mass grading of Pad A and B (Figure 8)
2. Phase 2: Mass grading of Pad C, south of the main access road (Figure 9)
3. Phase 3: Construction of an 805-foot road with a 5-foot sidewalk and 6-inch water main parallel extension to Pad D, and mass grading of Pad D (Figure 10)
4. Phase 4: Construction of the phase 4 access road and parallel 6-inch water main with a loop connection to the Fluvanna County Burn Building, and mass grading of Pad E (Figure 11)

Table 5: OOM Estimates Per Phase

Phase / Pad	1/A & B	2 / C	3 / D	4 / E
OOM Estimate	\$2,900,000	\$1,100,000	\$3,400,000	\$1,300,000

The OOM estimates of probable project costs are based on the following assumptions.

- A. Construction of the access roads, water main extensions, and pad site mass grading and related erosion and sediment controls and stormwater management facilities are included.
- B. Related professional service fees for additional geotechnical services and design and permitting are included.
- C. Site development, including parking and access drives, and associated utilities for each pad site are not included.
- D. Permit fees are excluded.
- E. Wastewater system improvements are not included.
- F. Electric, gas, telecommunications, and fiber service improvements are not included.

- G. Construction engineering inspection costs are not included, since cost vary based on funding sources.

The OOM estimate for the US Route 15 widening is approximately \$450,000, based on information available to date, and does not include right-of-way acquisition, if required. Additional survey and property research is required to verify the estimate.

The OOM estimate for a package Wastewater Treatment Plant (WWTP) is \$500,000.

5.1 Funding Options

VDOT Economic Development Access Program can provide \$500,000 plus up to \$150,000 with a match for the design and construction of the road. The following is an excerpt from the Resolution of the Commonwealth Transportation Board dated December 7, 2016 describing one of the terms for the funding. Additional information can be found here: <https://www.virginiadot.org/business/local-assistance-access-programs.asp>

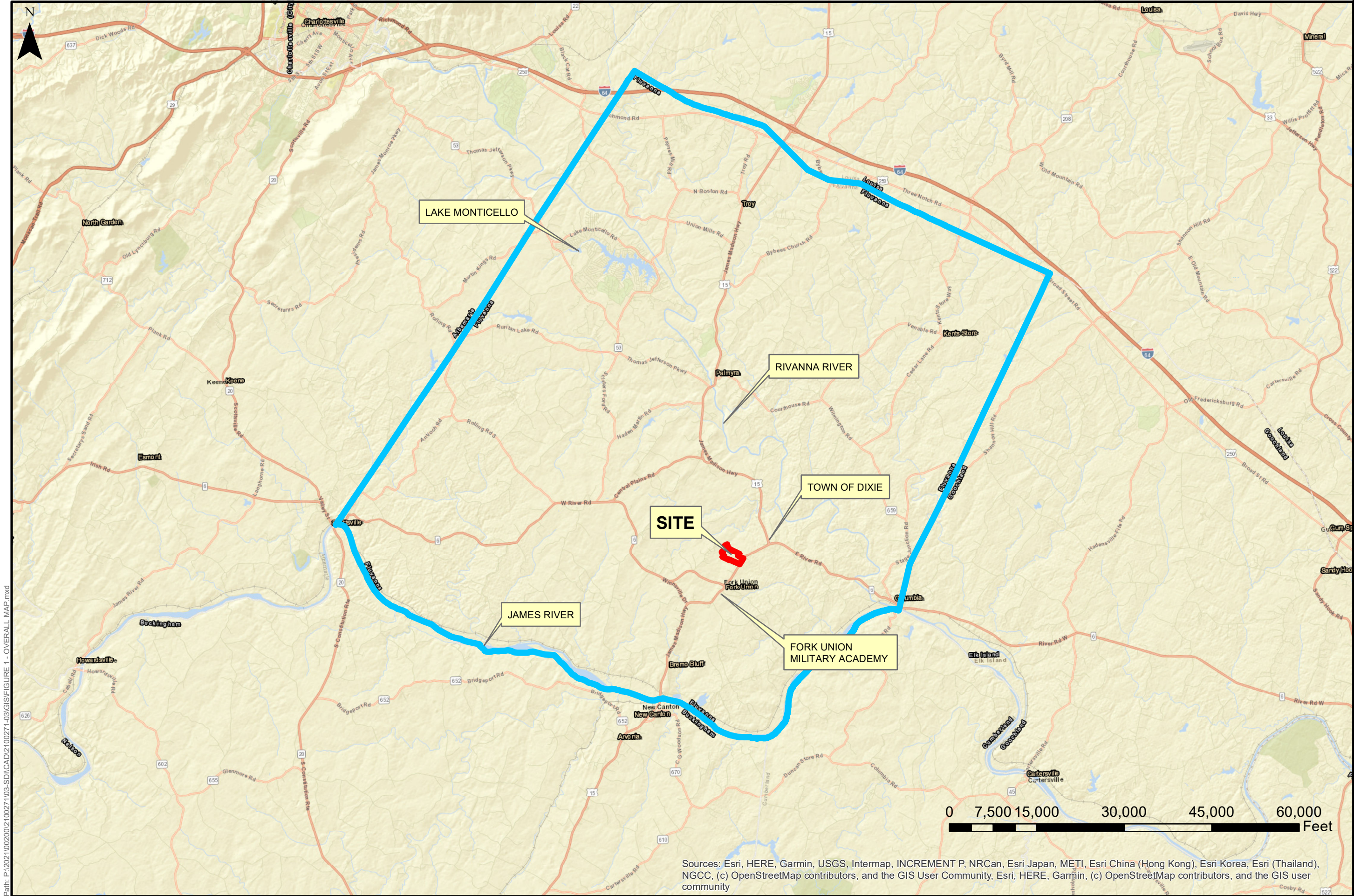
Not more than \$500,000 of unmatched economic development access funds may be allocated in any fiscal year for use in any county, city or town which receives highway maintenance payments under Section 33.2-319, of the Code. A town whose streets are maintained under either Section 33.2-339 or 33.2-340, of the Code, shall be considered as part of the county in which it is located. The maximum eligibility of unmatched funds shall be limited to 20% of the capital outlay of the designated eligible establishments and certain investment by the locality in the land and/or the building on the site occupied by the designated eligible establishment. The unmatched eligibility may be supplemented with additional economic development access funds, in which case the supplemental access funds shall not be more than \$150,000, to be matched dollar-for-dollar from funds other than those administered by this Board. Such supplemental funds shall be considered only if the total estimated cost of eligible items for the economic development access improvement exceeds \$500,000.

GoVirginia funding is available for site development, including development of infrastructure and mass grading to reduce the time to build for potential prospects. GoVirginia funding requires 'meaningful, ongoing' regional collaboration, including joint marketing and/or financial contribution, and the park is designated as a "regionally significant" site. The location of Fork Union Commerce Park is not favorable towards meeting the definition of "regionally significant."

The U.S. Economic Development Administration (EDA) Planning and Local Technical Assistance Program is a rolling grant opportunity. Additional information can be found here: https://eda.gov/files/programs/eda-programs/FY21-23-Planning-and-LTA-NOFO_FINAL.pdf

6.0 DATA REFERENCES

Data Layers	Source Description
Site Boundary	<i>Draper Aden Associates Survey (2021)</i>
Parcels	<i>Draper Aden Associates Survey (2021)</i>
Zoning	<i>Fluvanna County GIS</i>
County & Town Boundary	<i>Fluvanna County GIS</i>
Wetlands	<i>Environmental Site Assessment by Kirkland Environmental (2021)</i>
Floodplains	<i>FEMA Firmette (12/2020)</i>
Topographic Survey	<i>Draper Aden Associates Survey (2021)</i>
Roads	<i>VDOT 2014 Approved Functional Classification Map</i>
Rails	<i>N/A</i>
Waterbodies	<i>Draper Aden Associates Survey (2021)</i>
Aerial	<i>2017 Virginia Geographic Information Network (VGIN)</i>



Draper Aden Associates
Engineering • Surveying • Environmental Services

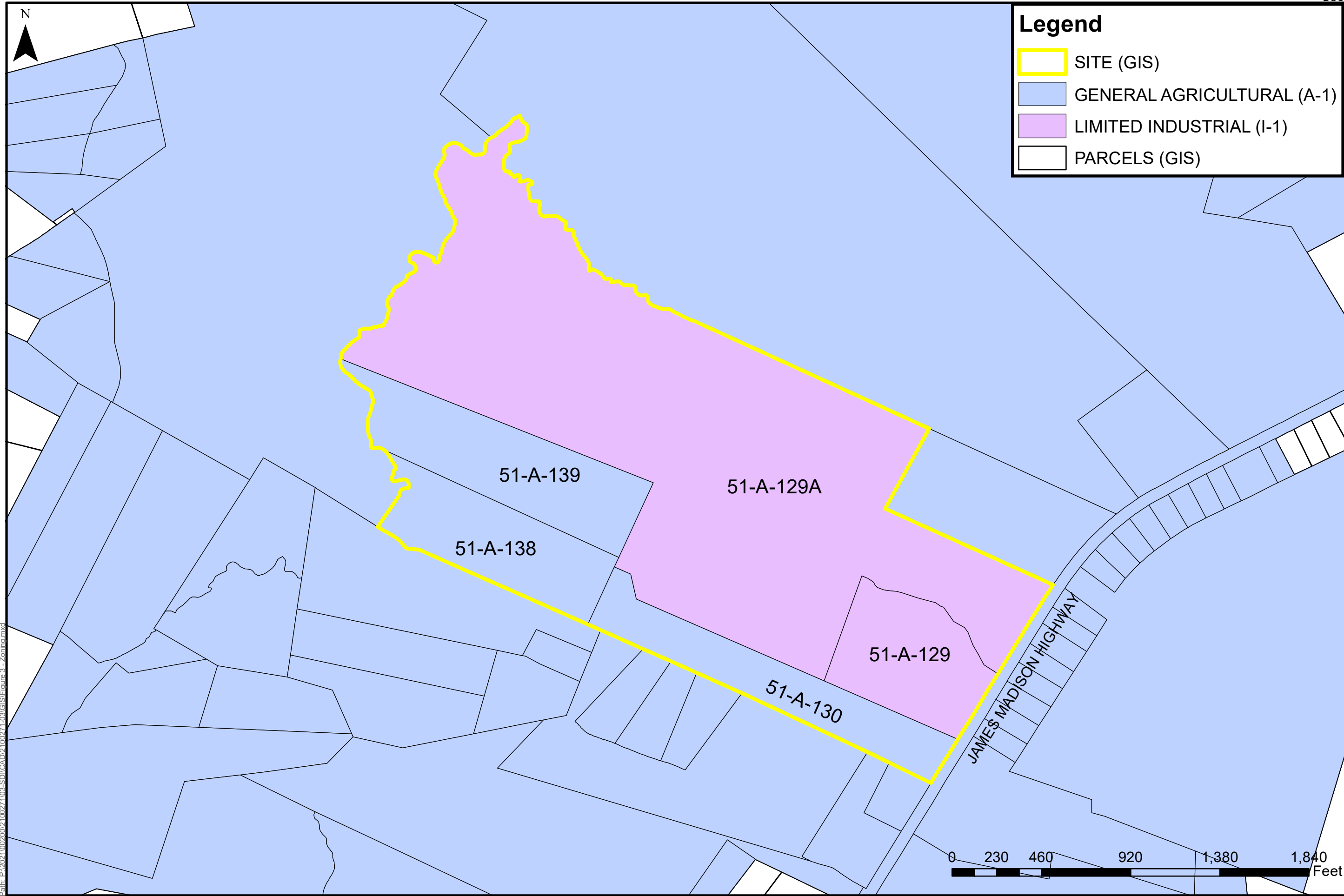
110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Fayetteville, NC
Blacksburg, VA
Hampton Roads, VA
Northern Virginia
Virginia Beach, VA

VICINITY MAP
FORK UNION COMMERCE PARK
FLUVANNA COUNTY, VIRGINIA

DESIGNED: DAA
DRAWN: KMB
CHECKED: CAH
DATE: 1/18/2022

SCALE: 1" = 10,000'
PROJECT: 2100271





Draper Aden Associates
Engineering • Surveying • Environmental Services

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

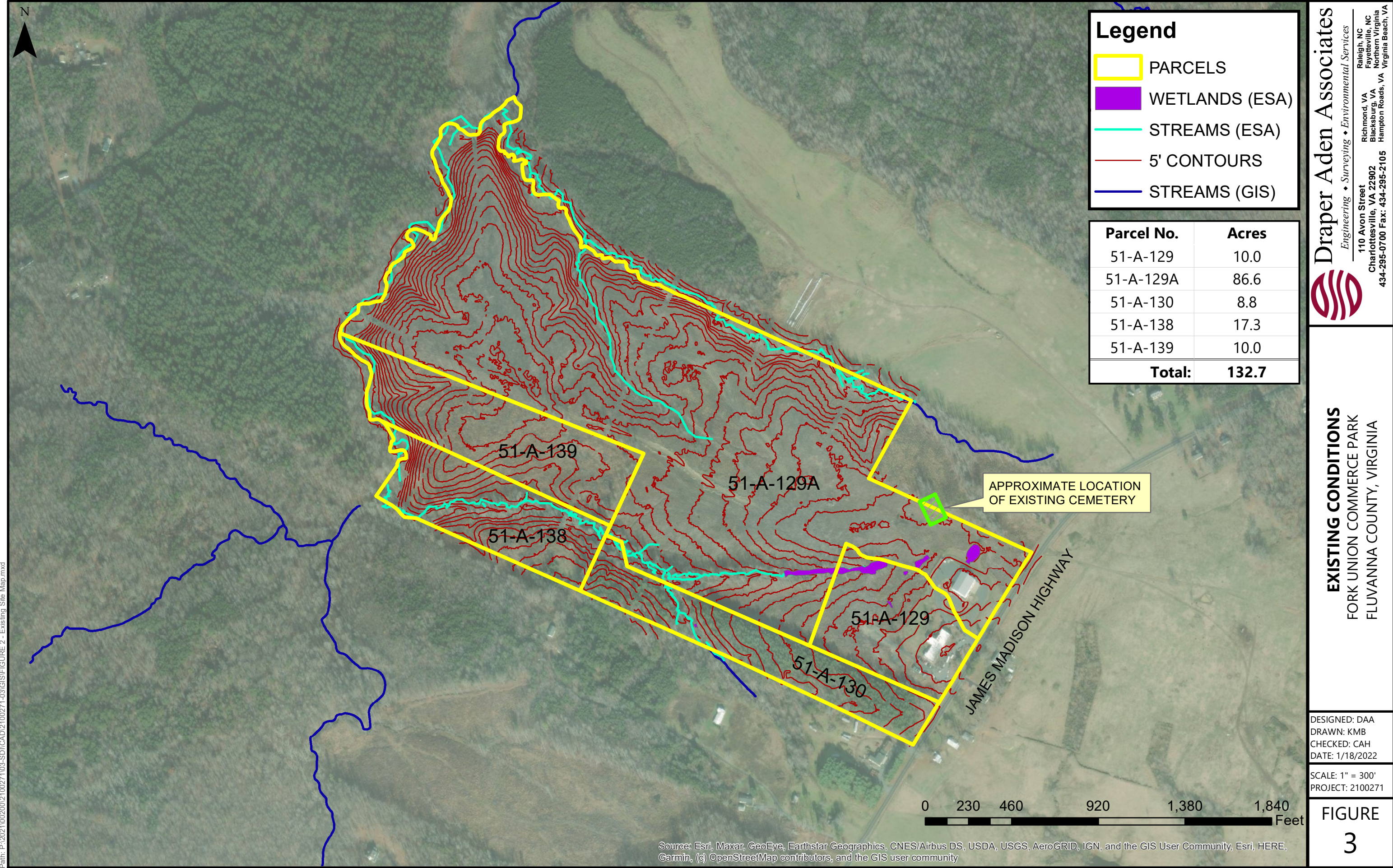
110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

ZONING MAP
FORK UNION COMMERCE PARK
FLUVANNA COUNTY, VIRGINIA

DESIGNED: DAA
DRAWN: KMB
CHECKED: CAH
DATE: 1/18/2022

SCALE: 1" = 300'
PROJECT: 2100271

FIGURE
2



Path: P:\2021\002200\2100271\03-SD\GIS\FIGURE 2 - Existing Site Map.mxd



Draper Aden Associates
Engineering • Surveying • Environmental Services
110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

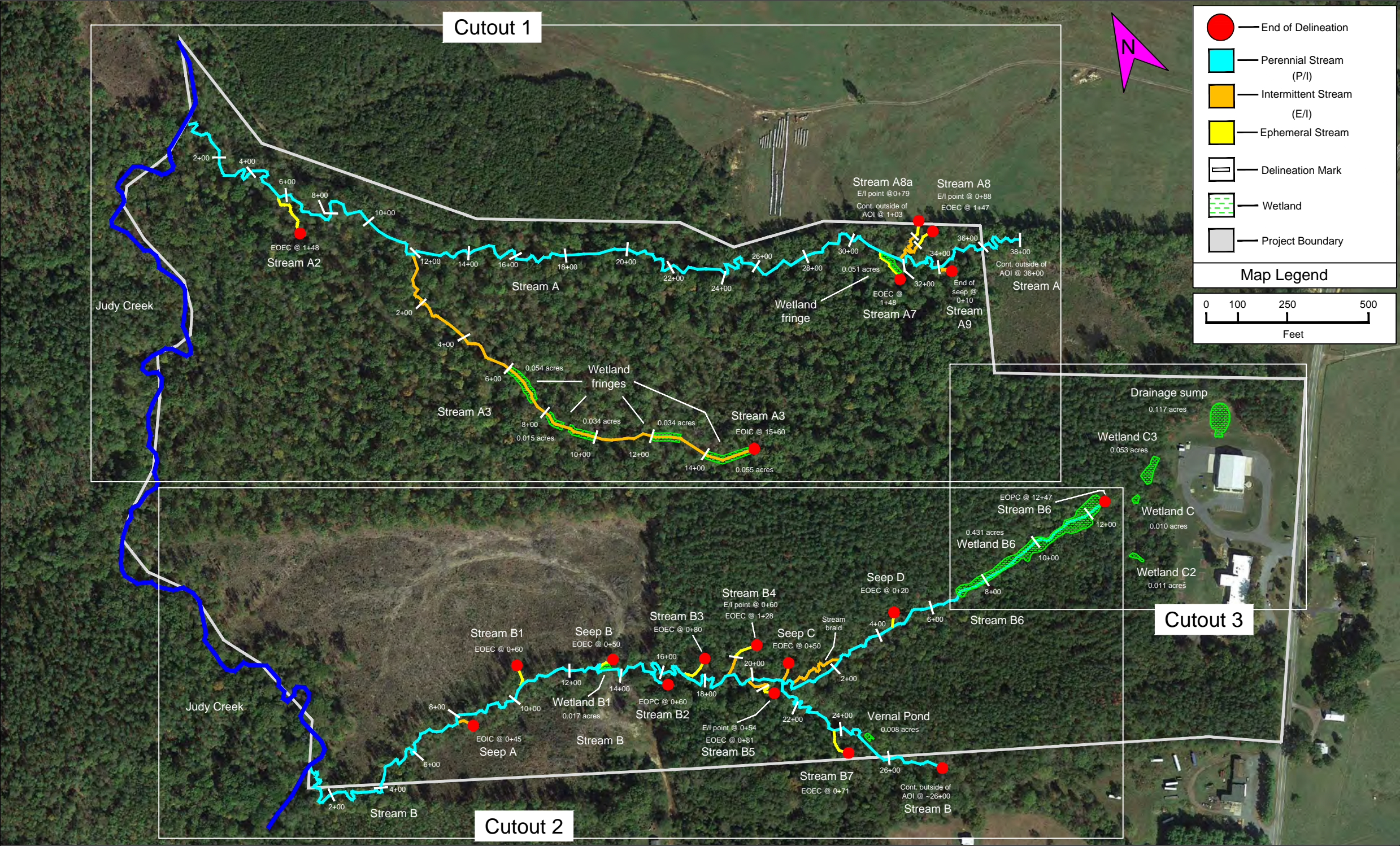
Richmond, VA
Blacksburg, VA
Hampton Roads, VA
Fayetteville, NC
Northern Virginia
Virginia Beach, VA
Raleigh, NC

EXISTING CONDITIONS
FORK UNION COMMERCE PARK
FLUVANNA COUNTY, VIRGINIA

DESIGNED: DAA
DRAWN: KMB
CHECKED: CAH
DATE: 1/18/2022

SCALE: 1" = 300'
PROJECT: 2100271

FIGURE 5



Fork Union PJD Overview Map

Showing all cutout maps & positions of delineated streams and wetlands.

Surveyed by Ed Kirk, Colin Huber, & Elmer Plumley 03/23/21 & 03/25/21

Mapping by Colin Huber



National Flood Hazard Layer FIRMMette



78°15'38"W 37°46'49"N



SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

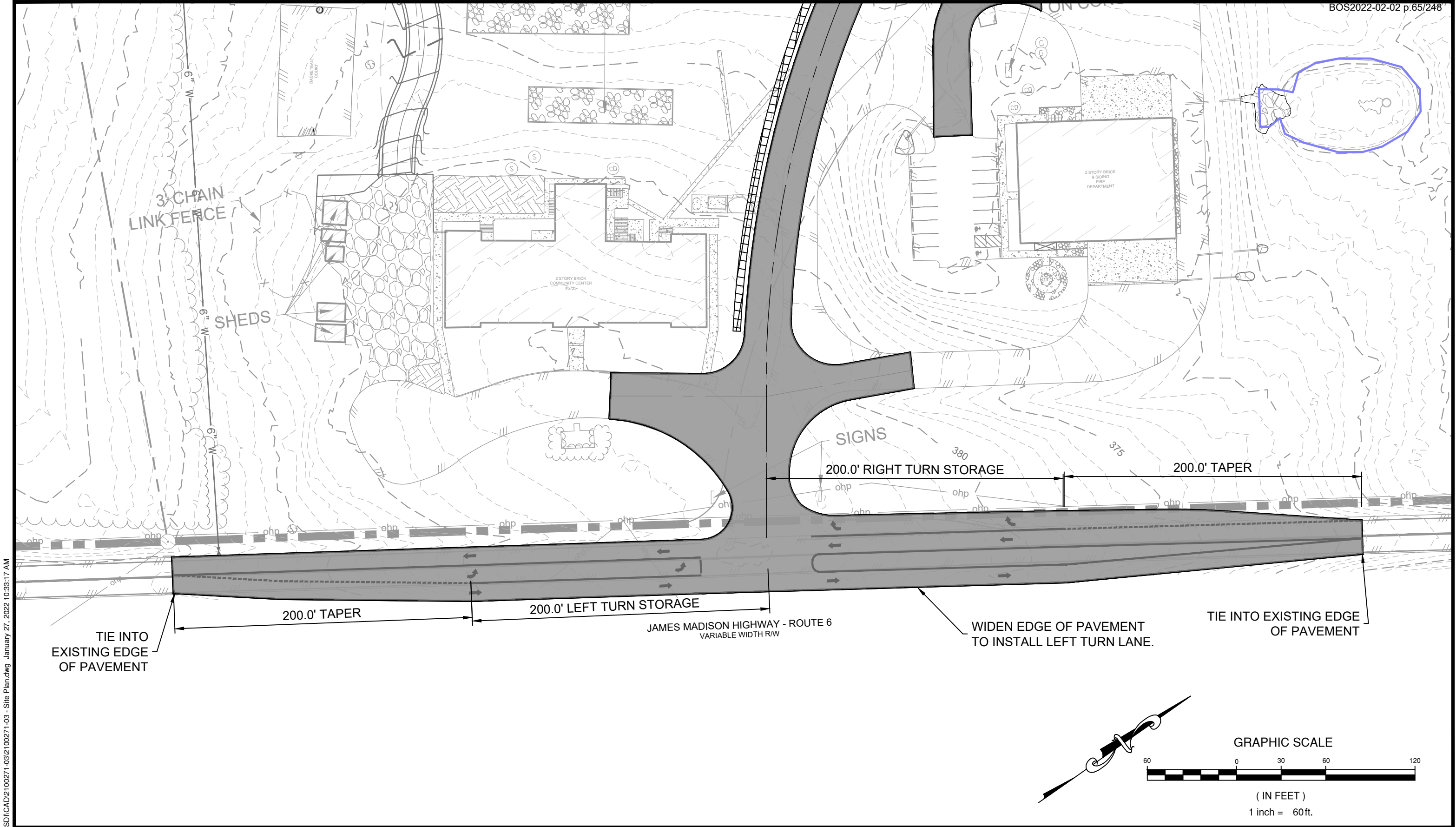


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.


This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/9/2021 at 3:47 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



p:\2021\002002100271\03-SD\ICAD\2100271-03\2100271-03 - Site Plan.dwg January 27, 2022 10:33:17 AM



Draper Aden Associates
Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

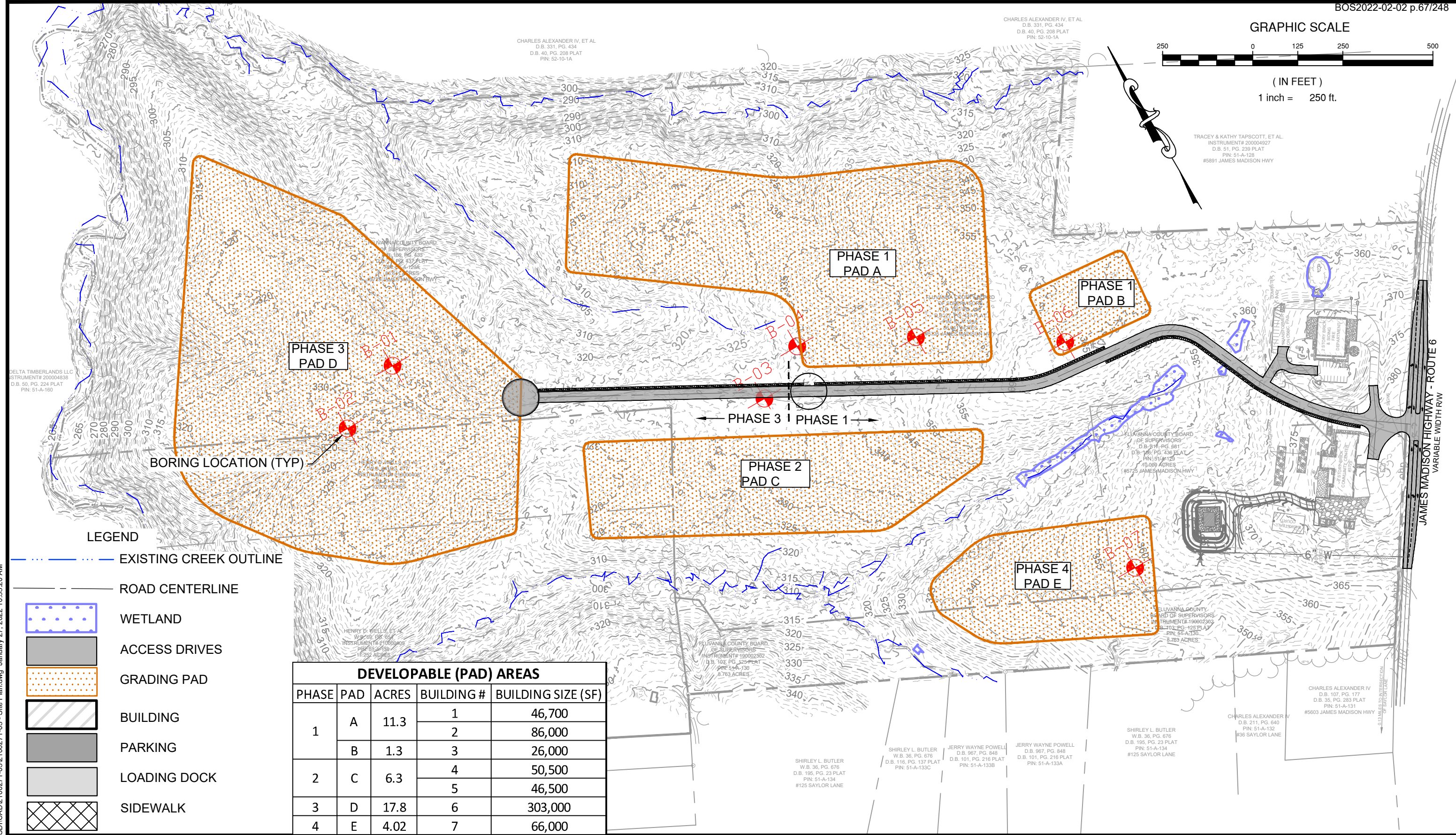
DESIGNED KMB
DRAWN MJR
CHECKED CAH
DATE 1/27/2022

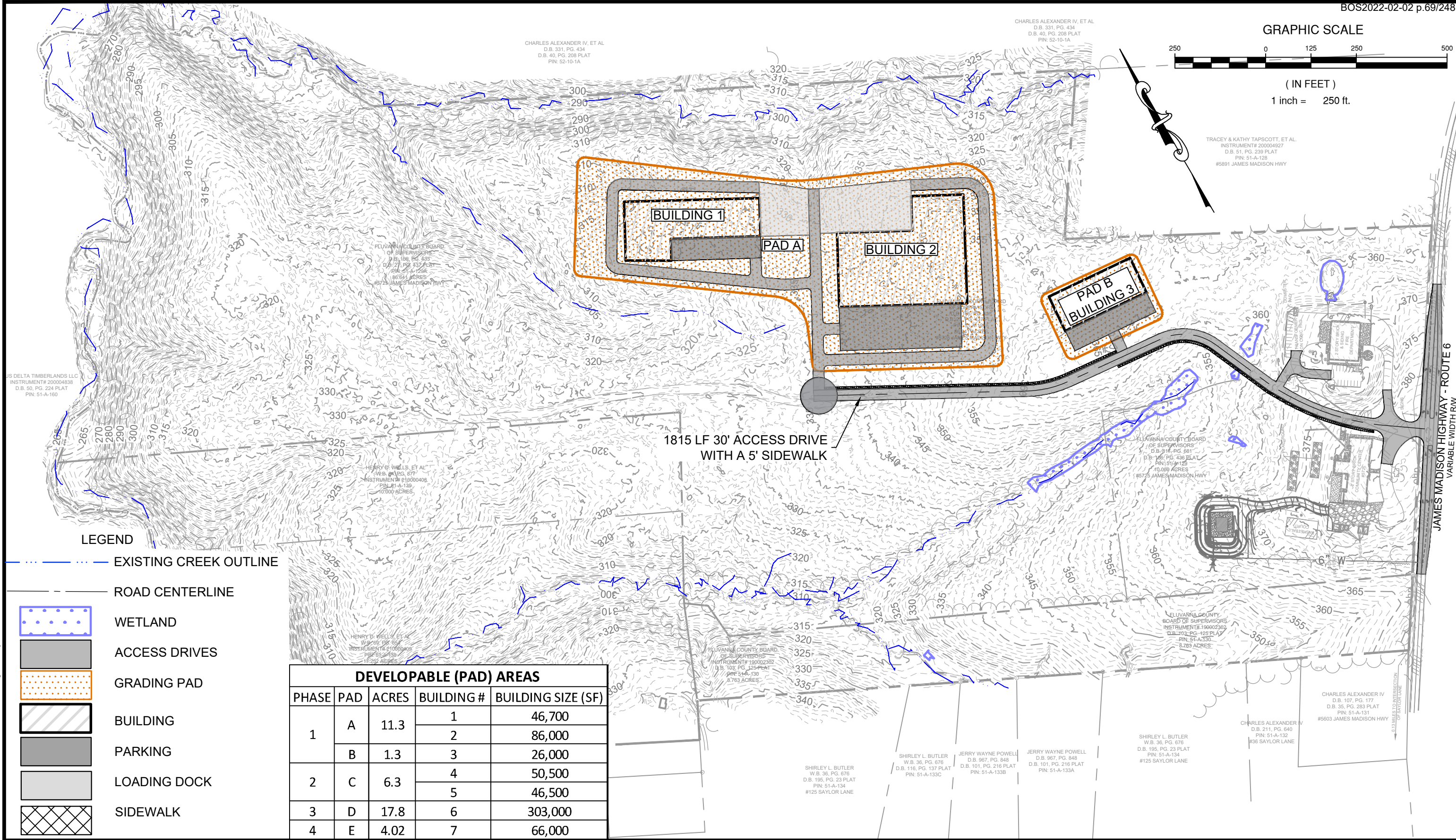
US ROUTE 15 ROAD IMPROVEMENTS LAYOUT
FORK UNION COMMERCE PARK
FLUVANNA VIRGINIA


SCALE: 1" = 60'

PROJECT: 2100271-03

FIGURE
6







Draper Aden Associates
Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Virginia Beach, VA

DESIGNED KMB
DRAWN MJR
CHECKED CAH
DATE 1/27/2022

PHASE 1 CONCEPT PLAN
FORK UNION COMMERCE PARK
FLUVANNA VIRGINIA

SCALE: 1" = 250'

PROJECT: 2100271-03

FIGURE 8

GRAPHIC SCALE



(IN FEET)
1 inch = 250 ft.

TRACEY & KATHY TAPSCOTT, ET AL
INSTRUMENT# 200004927
D.B. 51, PG. 239 PLAT
PIN: 51-A-128
#5891 JAMES MADISON HWY

CHARLES ALEXANDER IV, ET AL
D.B. 331, PG. 434
D.B. 40, PG. 208 PLAT
PIN: 52-10-1A

CHARLES ALEXANDER IV, ET AL
D.B. 331, PG. 434
D.B. 40, PG. 208 PLAT
PIN: 52-10-1A

FLUVANNA COUNTY BOARD
OF SUPERVISORS
D.B. 186, PG. 485
D.B. 21, PG. 231 PLAT
PIN: 51-A-128A
86.64 ACRES
#5725 JAMES MADISON HWY

US DELTA TIMBERLANDS LLC
INSTRUMENT# 200004838
D.B. 50, PG. 224 PLAT
PIN: 51-A-160

HENRY D. WELLS, ET AL
D.B. 64, PG. 677
INSTRUMENT# 210004008
PIN: 51-A-130
10.000 ACRES

HENRY D. WELLS, ET AL
D.B. 64, PG. 677
INSTRUMENT# 210004008
PIN: 51-A-130
10.000 ACRES

FLUVANNA COUNTY BOARD
OF SUPERVISORS
INSTRUMENT# 190002302
D.B. 103, PG. 125 PLAT
PIN: 51-A-130
8.763 ACRES

FLUVANNA COUNTY BOARD
OF SUPERVISORS
INSTRUMENT# 190002302
D.B. 103, PG. 125 PLAT
PIN: 51-A-130
8.763 ACRES

CHARLES ALEXANDER IV
D.B. 211, PG. 640
PIN: 51-A-132
#36 SAYLOR LANE

CHARLES ALEXANDER IV
D.B. 107, PG. 177
D.B. 35, PG. 283 PLAT
PIN: 51-A-131
#5603 JAMES MADISON HWY

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 196, PG. 23 PLAT
PIN: 51-A-134
#125 SAYLOR LANE

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 116, PG. 137 PLAT
PIN: 51-A-133C

JERRY WAYNE POWELL
D.B. 967, PG. 848
D.B. 101, PG. 216 PLAT
PIN: 51-A-133B

JERRY WAYNE POWELL
D.B. 967, PG. 848
D.B. 101, PG. 216 PLAT
PIN: 51-A-133A

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 196, PG. 23 PLAT
PIN: 51-A-134
#125 SAYLOR LANE

LEGEND

- EXISTING CREEK OUTLINE
- ROAD CENTERLINE
- WETLAND
- ACCESS DRIVES
- GRADING PAD
- BUILDING
- PARKING
- LOADING DOCK
- SIDEWALK

DEVELOPABLE (PAD) AREAS				
PHASE	PAD	ACRES	BUILDING #	BUILDING SIZE (SF)
1	A	11.3	1	46,700
	B	1.3	3	26,000
2	C	6.3	4	50,500
			5	46,500
3	D	17.8	6	303,000
4	E	4.02	7	66,000



Draper Aden Associates
Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

DESIGNED KMB
DRAWN MJR
CHECKED CAH
DATE 1/27/2022

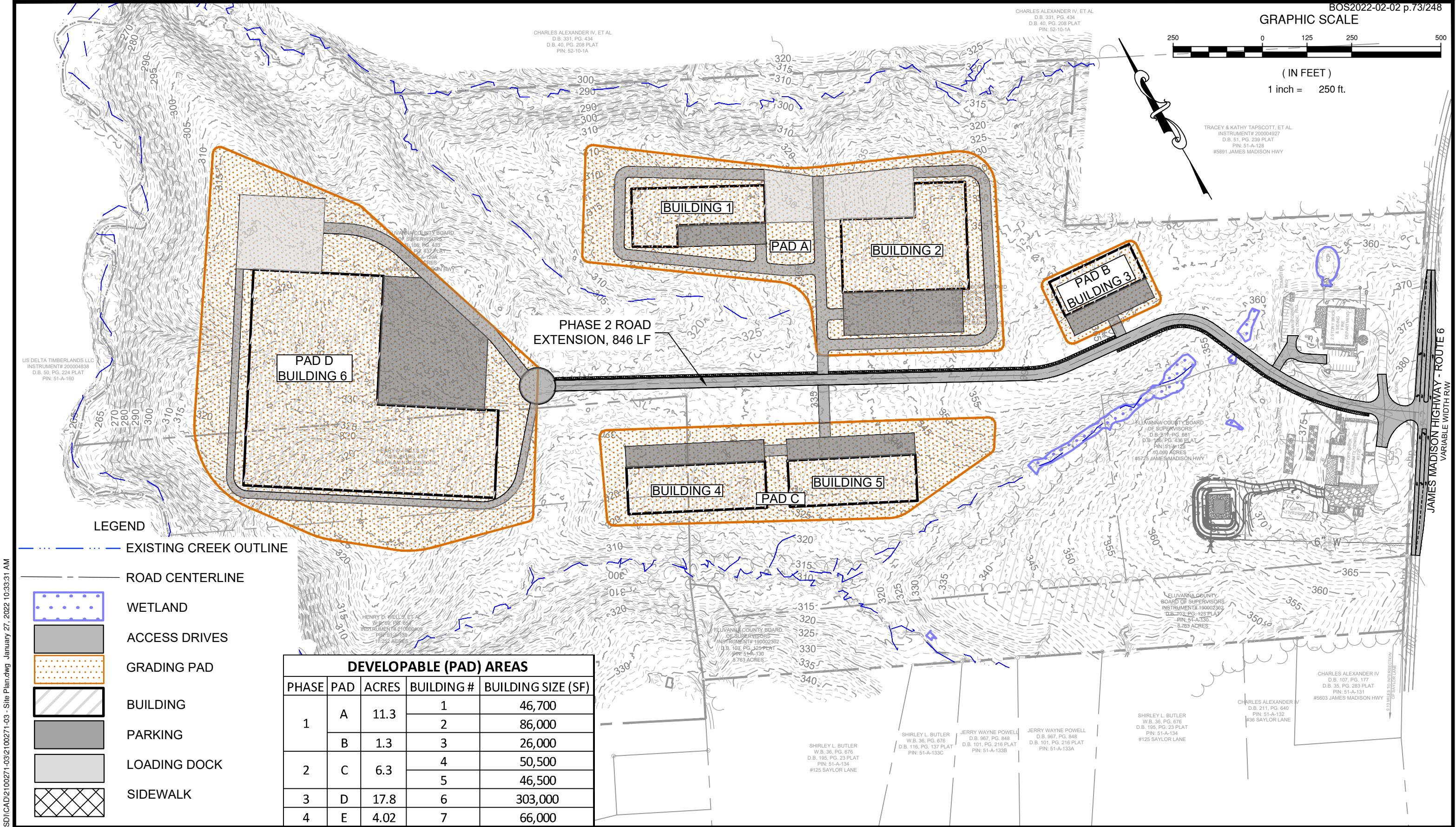
PHASE 2 CONCEPT PLAN
FORK UNION COMMERCE PARK
FLUVANNA VIRGINIA

SCALE: 1" = 250'

PROJECT: 2100271-03

FIGURE


9



LEGEND

- EXISTING CREEK OUTLINE
- ROAD CENTERLINE
- WETLAND
- ACCESS DRIVES
- GRADING PAD
- BUILDING
- PARKING
- LOADING DOCK
- SIDEWALK

DEVELOPABLE (PAD) AREAS				
PHASE	PAD	ACRES	BUILDING #	BUILDING SIZE (SF)
1	A	11.3	1	46,700
	B	1.3	3	26,000
2	C	6.3	4	50,500
			5	46,500
3	D	17.8	6	303,000
4	E	4.02	7	66,000



Draper Aden Associates

Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

DESIGNED KMB
DRAWN MJR
CHECKED CAH
DATE 1/27/2022

PHASE 3 CONCEPT PLAN
FORK UNION COMMERCE PARK
FLUVANNA VIRGINIA

SCALE: 1" = 250'

PROJECT: 2100271-03

FIGURE
10

GRAPHIC SCALE



(IN FEET)

1 inch = 250 ft.

TRACEY & KATHY TAPSCOTT, ET AL.
INSTRUMENT# 200004927
D.B. 51, PG. 239 PLAT
PIN: 51-A-128
#5891 JAMES MADISON HWY

CHARLES ALEXANDER IV, ET AL.
D.B. 331, PG. 434
D.B. 40, PG. 208 PLAT
PIN: 52-10-1A

CHARLES ALEXANDER IV, ET AL.
D.B. 331, PG. 434
D.B. 40, PG. 208 PLAT
PIN: 52-10-1A

DELTA TIMBERLANDS LLC
INSTRUMENT# 200004838
D.B. 50, PG. 224 PLAT
PIN: 51-A-180

FLUVANNA COUNTY BOARD
OF SUPERVISORS
INSTRUMENT# 190002302
D.B. 51, PG. 239 PLAT
PIN: 51-A-128
#5891 JAMES MADISON HWY

HENRY D. WELLS, ET AL.
INSTRUMENT# 190002302
D.B. 51, PG. 239 PLAT
PIN: 51-A-128
#5891 JAMES MADISON HWY

HENRY D. WELLS, ET AL.
INSTRUMENT# 190002302
D.B. 51, PG. 239 PLAT
PIN: 51-A-128
#5891 JAMES MADISON HWY

FLUVANNA COUNTY BOARD
OF SUPERVISORS
INSTRUMENT# 190002302
D.B. 103, PG. 125 PLAT
PIN: 51-A-130
8.763 ACRES

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 195, PG. 23 PLAT
PIN: 51-A-134
#125 SAYLOR LANE

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 116, PG. 137 PLAT
PIN: 51-A-133C

JERRY WAYNE POWELL
D.B. 967, PG. 848
D.B. 101, PG. 216 PLAT
PIN: 51-A-133B

JERRY WAYNE POWELL
D.B. 967, PG. 848
D.B. 101, PG. 216 PLAT
PIN: 51-A-133A

SHIRLEY L. BUTLER
W.B. 36, PG. 676
D.B. 195, PG. 23 PLAT
PIN: 51-A-134
#125 SAYLOR LANE

CHARLES ALEXANDER IV
D.B. 211, PG. 540
PIN: 51-A-132
#36 SAYLOR LANE

CHARLES ALEXANDER IV
D.B. 107, PG. 177
D.B. 35, PG. 283 PLAT
PIN: 51-A-131
#5603 JAMES MADISON HWY

JAMES MADISON HIGHWAY - ROUTE 6
VARIABLE WIDTH R/W

LEGEND

EXISTING CREEK OUTLINE

ROAD CENTERLINE

WETLAND

ACCESS DRIVES

GRADING PAD

BUILDING

PARKING

LOADING DOCK

SIDEWALK

DEVELOPABLE (PAD) AREAS

PHASE	PAD	ACRES	BUILDING #	BUILDING SIZE (SF)
1	A	11.3	1	46,700
	B	1.3	3	26,000
2	C	6.3	4	50,500
			5	46,500
3	D	17.8	6	303,000
4	E	4.02	7	66,000



Draper Aden Associates
Engineering • Surveying • Environmental Services

110 Avon Street
Charlottesville, VA 22902
434-295-0700 Fax: 434-295-2105

Richmond, VA
Blacksburg, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

DESIGNED KMB
DRAWN MJR
CHECKED CAH
DATE 1/27/2022

PHASE 4 CONCEPT PLAN
FORK UNION COMMERCE PARK
FLUVANNA VIRGINIA

SCALE: 1" = 250'

PROJECT: 2100271-03

FIGURE

11

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB D

MEETING DATE:	February 2, 2022				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors January 19, 2022 Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors Regular Meeting on Wednesday, January 19, 2022, 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):	Caitlin Solis, Clerk to the Board				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Minutes for January 19, 2022.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X

FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Carysbrook Performing Arts Center
8880 James Madison Hwy, Fork Union, VA 23055
January 19, 2022
Regular Meeting 5:00pm

MEMBERS PRESENT: John M. (Mike) Sheridan, Columbia District, Chair
Tony O’Brien, Rivanna District, Vice Chair
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Chris Fairchild, Cunningham District

ABSENT: None.

ALSO PRESENT: Eric M. Dahl, County Administrator
Kelly Belanger Harris, Assistant County Administrator
Fred Payne, County Attorney
Caitlin Solis, Clerk for the Board of Supervisors

WORK SESSION – CALL TO ORDER
At 5:02pm, Chair Sheridan called to order the Budget Work Session of January 20, 2021.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

- NON-PROFIT ORGANIZATION PRESENTATIONS**
- Fluvanna County Chamber of Commerce
 - Fluvanna County Arts Council
 - Central Virginia Partnership for Economic Development
 - Virginia Career Works - Piedmont Region
 - Fluvanna Leadership Development Program
 - Fluvanna/Louisa Housing Foundation
 - Foothills ACA - Foothills Child Advocacy Center
 - Hospice of the Piedmont
 - JAUNT - Regional Transportation
 - LAJC - Legal Aid Justice Center
 - TJPDC - Thomas Jefferson Planning District Commission
 - Thomas Jefferson Soil & Water Conservation District
 - TJEMS - Thomas Jefferson Emergency Medical Services Council
 - Shelter for Help in Emergency
 - Sexual Assault Resource Agency

RECESS FOR DINNER AND CLOSED SESSION
CLOSED MEETING

MOTION:	At 6:53pm, move the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.8 of the Code of Virginia, 1950, as amended, for the purpose of discussing Legal Matters – Construction of Zion Crossroads water and sewer system.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	At 7:14pm, move Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and “BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, 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.”				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 7:15pm, Chair Sheridan called to order the Regular Meeting of January 19, 2022. After the recitation of the Pledge of Allegiance, a moment of silence was observed.

3 - ADOPTION OF AGENDA

- *Mr. Dahl requested moving Advertisement of a Public Hearing for the Issuance of Lease Purchase Debt higher on the agenda with Three Fire Apparatus Purchases since they are related.*

MOTION:	Accept the Agenda, for the January 19, 2022 Regular Meeting of the Board of Supervisors, as amended.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Dahl reported on the following topics:
Announcements and Updates

New Employees

- Alexander Williams, Deputy Sheriff, Sheriff’s Office, Started January 18th

Get free at-home COVID-19 tests

- Every home in the U.S. is eligible to order 4 free at-home COVID-19 tests.
- The tests are completely free.
- Orders will usually ship in 7-12 days.
- Order your tests now so you have them when you need them.
- Limit four per household.
- Visitors to [COVIDtests.gov](https://www.covidtests.gov) will be able to click through to a [USPS website](https://www.usps.com) and order four free rapid antigen test kits per household.

Economic Development Strategic Plan - Is underway

- The objective of the Economic Development Strategic Plan is for the County to establish a unified vision and direction for the County that results in greater economic vitality and prosperity for its residents.
- Firm: Platinum PR has been helping economic development, tourism-based organizations, and local/state government organizations since 2002 tell their story and elevate their community’s profile. With this focus, they have a solid understanding of tourism development and economic development organizations’ needs and understand the importance of the bottom line.
- Plan Approach:
 - Assessment: Data collection and Economic Development stakeholders interviews (BOS, EDA, community organizations/businesses and County staff).
 - Recommendations & Best Practices: Planning session for feedback and Strategic Plan development
- Timing: 4-5 Months, should have a draft around March 2022

Occupational Safety and Health Administration (OSHA) Temporary Emergency Standards (ETS)

- The OSHA COVID-19 vaccination and testing ETS was requiring all employers with 100 or more employees to either require all employees to be vaccinated to work onsite or permit unvaccinated employees to provide weekly negative COVID-19 tests and wear face coverings to work onsite.
- On November 5, 2021, OSHA circulated an Emergency Temporary Standard (ETS) that would require employers to comply.
 - Different U.S. Court of Appeals stayed and dissolved the rulings.
- On Thursday, January 13, 2022, the Supreme Court of the United States stayed the Occupational Safety and Health Administration’s (OSHA) COVID-19 Vaccination and Testing Emergency Temporary Standard (ETS).

Next BOS Meetings

Day	Date	Time	Purpose	Location
Wed	Feb 2	5:00 PM	Regular Meeting	Performing Arts Center
Wed	Feb 2	7:00 PM	County Administrator’s FY23 Budget Proposal and Revenue/Expenditure Brief	Performing Arts Center
Wed	Feb 9	7:00 PM	BOS Budget Work Session – Constitutional Officer Budget Briefs	Performing Arts Center

5 - PUBLIC COMMENTS #1

At 7:25pm, Chair Sheridan opened the first round of Public Comments.

- Roxanne Joseph-Barber, 3857 Ridge Rd, brought technical difficulties to the Board’s attention.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 7:40pm.

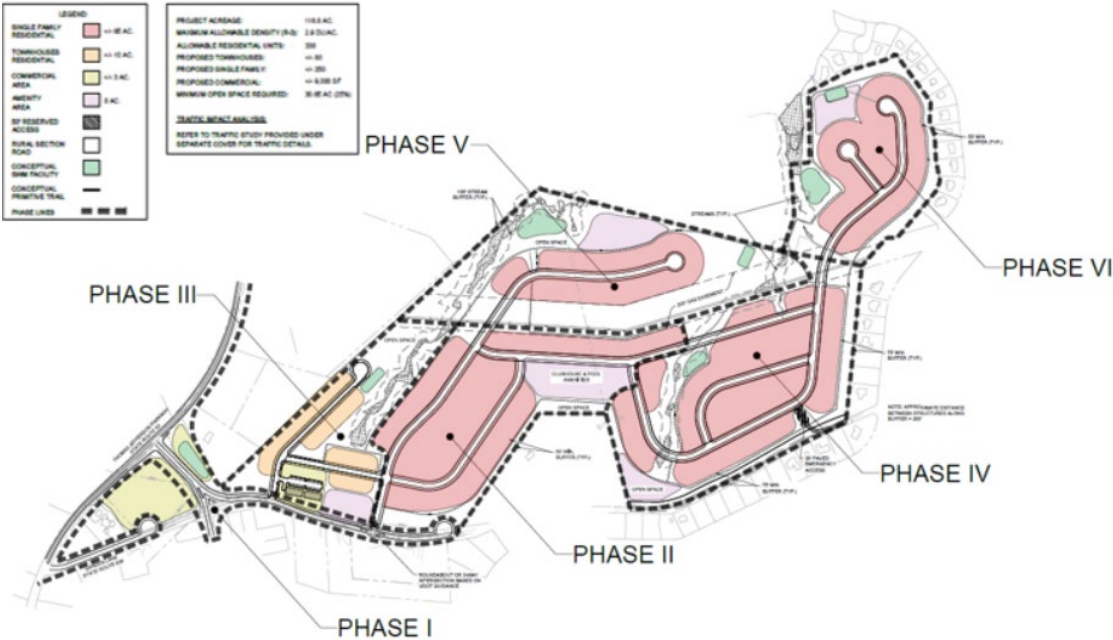
6 - PUBLIC HEARING

ZMP 21:04 Southern Development – Douglas Miles, Community Development Director

ZMP 21:04 Southern Development - A request to rezone from A-1, Agricultural, General and R-3, Residential Planned Community to R-3, Residential Planned Community of 122.6 acres of Tax Maps 8 Section A Parcel 18A, 17 Section A Parcel 10 and 17 Section 9 Parcels 1 and 2. The subject properties are located along State Route 53 and along Garden Lane (SR 636) and they are in the Rivanna Community Planning Area and within the Cunningham Election District.



ZMP 21:04 Preliminary Master Plan



Proffered Rezoning Case Conditions

1. A minimum of 35% of the housing shall be designed with at least one bedroom on the first floor, such that all typical living functions can be accommodated on the first floor of the home. NOTE: This proffer will permit seniors and other multi-generational home buyers to be able to reside on the first floor of the home.
2. Village Gardens will be developed in a minimum of 4 phases with the new entrance from Route 53 and the Garden Lane modifications constructed as part of the first phase. NOTE: This proffered condition will require the developer to construct the preferred T intersection onto Route 53 rather than use Garden Lane for site access and construction.
3. The construction entrance for the project, including primary ingress and egress for any logging operations, shall be established from Route 53 in vicinity of the proposed subdivision entrance. The Developer shall notify VDOT and Fluvanna County prior to commencing any construction or logging activity. NOTE: This ensures construction would be done with proper access onto 53.
4. Prior to issuance of the first CO, Route 53 will be improved with new left and right turn lanes at the new entrance to Village Gardens, as shown on Sheet 4.0 of the Master Plan. The exact dimensions and specifications will be per VDOT regulations and the turn lane analysis warrants during road plan reviews. NOTE: VDOT and Fluvanna County will ensure the turn lanes are in place for the majority of the proposed development for safety reasons.

Board of Supervisors Minutes

January 19, 2022

5. Vehicles entering and exiting Village Gardens will be physically prohibited from using Village Boulevard as a means of ingress or egress by construction of an intersection design in general accord with Sheet 4.0 of the Master Plan. The intersection design shall include mountable curbs to allow turning movements in emergency situations. NOTE: The applicant will have a graphic to better illustrate this proposed intersection design.
6. Prior to the issuance of the 60th CO, the Developer shall construct, or cause to be constructed, safety improvements at the Tufton Gate (Monish Drive) of Lake Monticello including left turn, taper and transition lanes on Thomas Jefferson Parkway (SR 53) shown on Sheet 5.0 of the Master Plan. Developer shall dedicate the right-of-way and costs shall be borne by the developer. NOTE: Applicant has graphic to shown the right-of-way design.
7. 7. A & B. Adequate water and sewer shall be provided prior to Fluvanna County approval of Final Plat for each phase including: the VDH approval, AQUA connection fees / developer installed on-site infrastructure through a developer agreement. NOTE: Work has been done with AQUA VA to have this developer agreement to commence specifying the developer's infrastructure contributions.
 7. C. Water line sizing and internal looping necessary as determined by the design engineer to provide water pressure and fire flow per the Building Code and Fire Code.
 7. D. Water Line oversizing and/or looped connections to adjoining external water lines, as mutually determined by the Developer and AQUA such that the addition to the water system will not negatively affect fire flows and/or water pressures elsewhere in the Lake Monticello system.
 7. E. Sewer line sizing to provide required sewer service per the Virginia Sewer collection and Treatment Regulations.
8. Developer shall implement advanced storm water management techniques in the project such that water quality and water quantity of the receiving state waters shall be maintained, protected or improved in accordance with or exceeding Virginia Stormwater Management Program (VSMP) state regulations. NOTE: This is required and on-site retention and downstream protection ensured by DEQ.
9. Developer will construct a 20 foot paved emergency access road as shown on the Master Plan. The existing gate with Lake Monticello located at the end of Garden Lane will be as per specification required at Site Plan approval. NOTE: Developer will pay for necessary gate approach paving as determined by LMOA – Fluvanna County and VDOT will not participate in gating process into the Lake.

Fluvanna County Staff Recommendations

- Consistently, throughout the conditional rezoning process – the surrounding public has voiced a concern that additional retail, medical office and village commercial uses be zoned to allow for shopping and dining.
- Planning Staff has consistently told Southern Development their R-3 Application, as filed, was incomplete (minimal village commercial center) and just complying with our Comp Plan at 2.9 Residential dwelling units/acre was not complete for R-3.
- Stanley Martin Homes has improved this proposed development with the necessary VDOT right-of-way dedication and turn lane improvements.
- We understand Southern Development, as the developer and Stanley Martin Homes, as the Builder do not construct commercial uses and they need another partner for R-3 uses.
- However, in the R-3 Zoning District, they do need to provide for the clear designation for Village Center commercial space that would support the residential homes they do plan to construct and then partner with shopping center and office space developer, as well.

At 8:38pm, Chair Sheridan opened the Public Hearing.

- Gene Ott, 212 Village Ave, spoke in opposition to the Village Gardens project.
- Wayne Nye, 176 Village Blvd, spoke in opposition to the project.
- Gary Hannifan, 953 Jefferson Dr, spoke in opposition to ZMP 21:04.
- Cliff Fox, 2280 Barracks Side Farm, Charlottesville, spoke in support of ZMP 21:04.
- Kathleen Kilpatrick, 1034 Red Bank Ln, spoke in opposition of ZMP 21:04.
- Becky Persico, 160 Carpe Myrtle Dr, spoke in opposition to ZMP 21:04.
- Amy Hasher Hall, 322 Blue Ridge View Ln, spoke in support of ZMP 21:04.
- Tom Diggs, 947 Jefferson Dr, Spoke in opposition to ZMP 21:04.
- Suzy Morris, 6840 Thomas Jefferson Pkwy, spoke in opposition to ZMP 21:04.
- Larry Henson, 26 Piedmont Ln, spoke in opposition to ZMP 21:04, Spoke on behalf and referred to a letter from the Lake Monticello Owner's Association in opposition to the project, and referenced a petition signed by 341 individuals opposed to the proposed Garden Lane Development and attached to the minutes.
- Aaron Spitzer, 431 Jefferson Dr, spoke in opposition to ZMP 21:04.
- Elena Calhoun, 389 Jefferson Dr, spoke in opposition to ZMP 21:04.
- Elaine Hagen, 503 Garden Ln, Spoke in opposition to ZMP 21:04.
- Connie Fairchild, 59 Bunker Blvd, commented on traffic on Garden Ln that was not mentioned during the presentation.

Board of Supervisors Minutes

- George Macomber, 31 Mulberry Dr, spoke in opposition to ZMP 21:04.
 - Donna Daguanno, 148 Crape Myrtle Dr, spoke in opposition to ZMP 21:04.
 - Sandra Radford, 121 Mulberry Dr, spoke in opposition to the project, and referenced a petition signed by 341 individuals in opposition to ZMP 21:04.
 - Michele Osbourne, 5 Sunset Ct, spoke in opposition to ZMP 21:04.
 - Karl Franke, 32 Amethyst Rd, spoke in opposition of ZMP 21:04.
 - Bob Anderson, 262 Lexie Ln, spoke in opposition to ZMP 21:04.
- With no one else wishing to speak, Chair Sheridan closed the Public Hearing at 9:55pm.
- A petition against the proposed Garden Lane Development with 341 Signatures was received and is attached to the minutes as Exhibit A.
 - After some discussion, Chair Sheridan asked for a motion.

MOTION:	Deny a rezoning from A-1, Agricultural, General and R-3, Residential Planned Community to R-3, Residential Planned Community of 122.6 acres of Tax Maps 8 Section A Parcel 18A, 17 Section A Parcel 10 and 17 Section 9 Parcels 1 and 2. The subject properties are located along State Route 53 and along Garden Lane (SR 636) and they are in the Rivanna Community Planning Area and within the Cunningham Election District with the proffered conditions dated December 29, 2021.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

- Before moving on the next agenda item, a brief recess was taken.

MOTION TO EXTEND

- At 10:46pm, a motion was made to extend the Board of Supervisors meeting.

MOTION:	Approve a motion to extend the January 19, 2022 Regular Board of Supervisors meeting to 11:30pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:	Motion		Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7 - ACTION MATTERS

Historic Courthouse – Historic Structures Report – Cyndi Toler, Purchasing Officer

- In March 2021 the Board approved funding to engage a specialized firm to conduct a Historical Structures report for the Historic Courthouse in order to aid in restoration of the structure and leverage grant funds.
- \$20,000 was funded by the County and another \$10,000 was donated by the Historical Society for the project.
- In June 2021 an RFP was issued for the services. 5 responses were received. With the assistance of Marvin Moss and Kathleen Kilpatrick from the Historical Society, as well as Calvin Hickman, the Director of Public Works, 3 firms where interviewed.
- Of those three firms the highest scoring firm is John Milner Associates. After negotiating the scope and fee's, the committee came up with what they believe to be necessary to move the project forward.
- The total for the defined scope will be \$53,359, this includes 2 options for a mechanical assessment and for paint and mortar assessments.
- As a gesture of how important they feel this project is, the Fluvanna County Historical Society has increased their total contribution from \$10,000 to \$25,000.
- This still leaves a gap in funding of \$8,359. We are asking the county to also increase the funding amount available by this amount so the project can be completed.
- The actual contract review has not been completed by the County Attorney's office. This will come to the board for approval at a later date

MOTION:	Approve the use of \$8,359 from the Historic Courthouse CIP funds to pay for the services of a qualified architectural firm to provide a Historic Structures Report of the Fluvanna County Historic Courthouse.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:		Motion	Second		
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve a supplemental appropriation of \$15,000 from the Fluvanna County Historical Society to the Historic Courthouse CIP Project to assist with funding for a Historic Structures Report.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Advertisement of a Public Hearing for the Issuance of Lease Purchase Debt – Eric Dahl, County Administrator

- In the FY22 budget, \$4,760,000 was budgeted for athletic field lighting, fire trucks and ambulances, public works equipment and a storage facility for such equipment, and vehicles for use by County staff and the Sheriff's Office, and to pay costs of issuance.
- In September 2021, the board increased the amount for fire and rescue apparatus by \$471,500 due to price increases from Manufacturers.
- The new total of approved funding is \$5,231,500.
- An RFP was issued on November 12 for \$5,231,500 in financing for the following items:

Department	Purchase	Amount	Years
Parks & Rec – Pleasant Grove Park	14-15 Athletic Field Lighting	\$685,000	10
Fire & Rescue	1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance	\$3,443,500	10
Public Works Equipment Building	Major Equip. Storage Building	\$93,000	10
Public Works - Major Equipment	1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer	\$320,000	10
Public Works - Major Equipment	3 Mowers	\$35,000	7
Sheriff's Vehicles	7 Patrol Vehicles	\$300,000	7
County Vehicles	7-8 Trucks/Vehicles	\$325,000	7
Cost of Issuance	Estimate	\$30,000	
Total		\$5,231,500	

- The RFP Closed on December 8, 2021 with a total of 11 Responses, one of those being disqualified.
- On December 15, 2022 all proposals were presented to the Board and the Board determined JPMorgan Chase Bank was the best proposal with an interest rate of 1.37% for 10 years.
- The public hearing will occur on February 2, 2022.

MOTION:	Approve the advertisement of a Notice of Public Hearing to be held on February 2, 2022, for the purpose of financing not to exceed \$5,231,500 Lease Purchase Debt issued to JPMorgan Chase Bank for the purpose of financing the leasing and acquisition of certain assets, including athletic field lighting, fire trucks and ambulances, public works equipment and a storage facility for such equipment, and vehicles for use by County staff and the Sheriff's Office, and to pay costs of issuance of the Lease Purchase Debt				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second			Motion	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

Three Fire Apparatus Purchases – Cyndi Toler, Purchasing Officer

- In the FY22 budget, \$2,971,000 was budgeted for Fire and Rescue apparatus.
- In September 2021, the board increased that amount by \$471,500 due to price increases from Manufacturers. Totaling \$3,442,500 in approved debt funding for the equipment.
- The vehicles we are purchasing are all contingent on completing the debt service that is in process.
- There are 3 separate contracts for the 3 pieces of apparatus that are ready to be ordered.
- There is a sizable discount given to us if we prepay for a large portion of the vehicles. The details of those discounts are listed below:
- Fork Union Pumper - Total Cost \$721,404; Prepayment amount \$616,906; Discount Amount \$24,333
- Palmyra Tanker – Total Cost \$484,771; Prepayment amount \$398,410; Discount Amount \$9,268
- Lake Monticello Tower Truck- Total Cost \$1,623,580; Prepayment amount \$1,375,071; Discount Amount \$57,325
- 3 Contracts Total = \$2,829,755.00
- The departments are still working on sourcing the remaining items to be purchased with the CIP Funds.

Board of Supervisors Minutes

- Since the board packet was published, there have been a couple of changes that Atlantic has asked for in the contracts.
- The biggest change is in the delivery dates. As we are all aware there is a massive slowdown of the supply chain going on. This will almost definitely have an impact on the delivery dates of these vehicles.
- Part of our Financing agreement states that all proceeds will need to be paid out within 18 months of closing. However, the vehicles may not be ready in 18 months.
- To address this timing discrepancy, we have included the below wording in all 3 contracts:

10. Delivery, Inspection and Acceptance.

- (a) Delivery. Atlantic will make reasonable efforts for delivery of the Product within 18 months of the Effective Date; however, Delivery of the Product to Customer is scheduled to must occur be within 2018 months’ after the Effective Date. Time being of the essence. Risk of loss shall pass to *Customer* upon *Delivery* of the Product to the *Customer* at Customer location with prior noticed of the *Delivery* Date and time provided to *Customer* in advance. Atlantic understands that the Customer’s financing may require the Customer to issue final payment (being the remainder of the Purchase Price after the Prepayment) within 18 months of the date of the financing which may be before delivery of the Product, before the Completion Date and before final acceptance of the Product by Customer. Atlantic agrees, understands and acknowledges that any such early final payment (i) is not the Completion Date and is not final acceptance by Customer; (ii) is not a waiver of any requirements of this Agreement, including without limitation, any delivery deadlines; and (iii) requires an increase in its performance bond to the total of all prepayments made by Customer under the Agreement. Further, Atlantic agrees that all prepayments and any other amounts paid by the Customer shall be refunded to the Customer in the event of any breach or default by Atlantic.
- We also have removed the requirements to have training completed in 30 days, as that training time will be dependent on the individual Fire Company’s schedule.

MOTION:	Approve the contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a 2023 Pierce Enforcer Aerial Tower totaling \$1,623,580, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:			Motion	Second	
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve the contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a Pierce 2000 Gallon Dryside Tanker totaling \$484,771, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Second	Motion			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

MOTION:	Approve the contract between Fluvanna County and Atlantic Emergency Solutions for the purchase of a 2023 Pierce Enforcer Triple Combination Pumper totaling \$721,404, and further authorize the County Administrator to execute the agreement subject to approval as to form by the County Attorney.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O’Brien	Mr. Sheridan
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

7A – BOARDS AND COMMISSIONS

None.

8 - PRESENTATIONS

None.

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for January 12, 2022:

- Minutes of January 12, 2022 – Caitlin Solis, Clerk to the Board
- Accounts Payable Report for December 2021 – Tori Melton, Management Analyst
- ZXR Construction Services Project Agreement #14 – Cyndi Toler, Purchasing Officer

MOTION:	Approve the consent agenda, for the January 19, 2022 Board of Supervisors meeting, and to ratify Accounts Payable and Payroll for December 2021, in the amount of \$2,139,352.03.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

10 - UNFINISHED BUSINESS

Advertisement of a Public Hearing for the Issuance of Lease Purchase Debt was moved to before *Three Fire Apparatus Purchases*.

11 - NEW BUSINESS

- Mr. Sheridan asked about the possible future of cluster subdivisions; whether they will be by right or by vote. There was some discussion on the possibility of changing the Comprehensive Plan in the future.
- Mr. O'Brien brought up AQUA issues brought up during the public hearing and asked for it to be brought to DEQ's attention.

12 - PUBLIC COMMENTS #2

At 11:20pm, Chair Sheridan opened the second round of Public Comments. With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 11:21pm.

13 - CLOSED MEETING

TBD

14 - ADJOURN

MOTION:	Adjourn the regular meeting of Wednesday, January 12, 2022 at 11:21pm.				
MEMBER:	Mrs. Booker	Mrs. Eager	Mr. Fairchild	Mr. O'Brien	Mr. Sheridan
ACTION:	Motion	Second			
VOTE:	Yes	Yes	Yes	Yes	Yes
RESULT:	5-0				

ATTEST: FLUVANNA COUNTY BOARD OF SUPERVISORS

Caitlin Solis
Clerk to the Board

John M. Sheridan
Chair

EXHIBIT A:

BOS2022-02-02 p.87/248

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

<u>Barbara Kritzer</u>	<u>Barbara Kritzer</u>	<u>P.O. Box 547, Fork Union, VA</u>
<u>Deborah K. Beyer</u>	<u>DEBORAH K. BEYER</u>	<u>P.O. Box 126 VA 23055</u>
<u>Peter Thompson</u>	<u>PETER J. THOMPSON</u>	<u>Box 687 VA 23055</u>
<u>Jake P. Thompson</u>	<u>JAKE P. THOMPSON</u>	<u>Box 687 VA 23055</u>
<u>William S. Hitchcock</u>	<u>William S. Hitchcock</u>	<u>P.O. Box 265 Fork Union, VA 23055</u>
<u>Catherine E. H. Hook</u>	<u>Catherine E. H. Hook</u>	<u>P.O. Box 265 Fork Union, VA 23055</u>
<u>Ivona J. Brown</u>	<u>Ivona J. Brown</u>	<u>P.O. Box 246 Fork Union, VA 23055</u>
<u>Ruby Smith</u>	<u>Ruby Smith</u>	<u>P.O. Box 624 Fork Union, VA 23055</u>
<u>Clarice D. Whitlow</u>	<u>Clarice D. Whitlow</u>	<u>P.O. Box 93, Fork Union, VA 23055</u>
<u>Isaac M. Whitlow</u>	<u>Isaac M. Whitlow</u>	<u>P.O. Box 93, Fork Union, VA 23055</u>
<u>Nancy L. Burkhardt</u>	<u>Nancy L. Burkhardt</u>	<u>148 Thomason Lane Palmyra, VA 22962</u>
<u>Michael Horvath</u>	<u>Michael Horvath</u>	<u>148 Thomason Lane Palmyra, VA 22962</u>
<u>Cathryn Shafer</u>	<u>Cathryn Shafer</u>	<u>496 Gravel Hill Rd. Fork Union, VA 23055</u>
<u>Jonathan Lane</u>	<u>Jonathan Lane</u>	<u>196 Gravel Hill Rd Fork Union, VA 23055</u>
<u>Patricia E. Lane</u>	<u>Patricia E. Lane</u>	<u>196 Gravel Hill Road Fork Union, VA 23055</u>

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>Charlotte Glass</u>	<u>Charlotte Glass</u>	<u>565 Cloverdale Rd, Fork Union, VA 23055</u>
<u>Vincent W. Seay</u>	<u>Vincent W. Seay</u>	<u>1204 Point of Fork Rd Fork Union 23055</u>
<u>Richard S. Seay</u>	<u>Richard S. Seay</u>	<u>1214 Point of Fork Rd, Fork Union, VA 23055</u>
<u>Harry F. Brookman</u>	<u>Harry F. Brookman</u>	<u>962 West Bottom Rd Brema Bluff 23022</u>
<u>Peter S. Gillam</u>	<u>Peter S. Gillam</u>	<u>1210 Point of Fork Rd Fork Union, VA 23055</u>
<u>CR M. Healy</u>	<u>CR M. Healy</u>	<u>3295 Brema Rd 23022</u>
<u>Bobby Goodman</u>	<u>Bobby Goodman</u>	<u>1118 Shores Rd 22963</u>
<u>Marcie Woods</u>	<u>Marcie Woods</u>	<u>831 Crossings Dr 23022</u>
<u>Garry Woods</u>	<u>Garry Woods</u>	<u>831 Crossings Dr Brema Bluff 23022</u>
<u>George Bialkowski</u>	<u>George Bialkowski</u>	<u>1215 Point of Fork Rd Fork Union, VA 23055</u>
<u>Donna Yates</u>	<u>Donna Yates</u>	<u>1215 Point of Fork Rd Fork Union, VA 23055</u>
<u>Nancy Berry</u>	<u>Nancy Berry</u>	<u>1215 Point of Fork Rd Fork Union, VA 23055</u>
<u>George Bialkowski</u>	<u>George Bialkowski</u>	<u>1215 Point of Fork Rd Fork Union, VA 23055</u>
<u>Harriet Cobb</u>	<u>Harriet Cobb</u>	<u>450 Point of Fork Rd, Fork Union, VA 23055</u>
<u>VA Brookman</u>	<u>VA Brookman</u>	<u>962 West Bottom Rd Brema Bluff VA 23022</u>

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>[Signature]</u>	<u>Darrell R. Byers</u>	<u>74 Laguna Rd. Palmyra, VA 22963</u>
<u>Charles Rittenhouse</u>	<u>Charles Rittenhouse</u>	<u>1296 Paynes Landing Rd. Scottsville, Va.</u>
<u>Patrick Striden</u>	<u>Patrick Striden</u>	<u>2616 N. Boston Rd. Troy, Va. 22974</u>
<u>[Signature]</u>	<u>James Braxton</u>	<u>5748 James Madison Hwy. Fork Union, VA 23051</u>
<u>Delores A. Rittenhouse</u>	<u>Delores Rittenhouse</u>	<u>1516 Paynes Landing Rd, Scottsville</u>
<u>[Signature]</u>	<u>[Signature]</u>	<u>7111111111 Palmyra, VA 22963</u>
<u>Carol Walker</u>	<u>Carol Walker</u>	<u>1017 W. Main St. 22974</u>
<u>Paul A. Bethke</u>	<u>Paul A. Bethke</u>	<u>276 Jefferson Drive Palmyra</u>
<u>Linda S. Bethke</u>	<u>Linda S. Bethke</u>	<u>276 Jefferson Dr. Palmyra, VA</u>
<u>James S. Lee</u>	<u>James S. Lee</u>	<u>5288 James Madison Hwy. Fork Union, VA</u>

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>Pamela Hanner</u>	<u>Pamela Hanner</u>	<u>58 Wildwood Dr. Palmyra 22963</u>
<u>Alyson Hopkins</u>	<u>ALYSON HOPKINS</u>	<u>27 WHIPPOORWILL LA, Palmyra 22963</u>
<u>Nel Gillon</u>	<u>Nel Gillon</u>	<u>281 Jefferson Dr. Palmyra 22963</u>
<u>Rex Wanner</u>	<u>Rex L. Wanner</u>	<u>45 Marwood Dr Palmyra 22963</u>
<u>H.M. Decker</u>	<u>HAROLD Decker</u>	<u>24 Kingswood Rd, Palmyra 22963</u>
<u>Kay Floyd</u>	<u>KAY FLOYD</u>	<u>147 Park Drive, Palmyra 22963</u>
<u>P. Gole-Hanner</u>	<u>P. Gole-Hanner</u>	<u>58 Wildwood Dr Palmyra, VA 22963</u>
<u>Linda Mullin</u>	<u>Linda Mullin</u>	<u>33 Marwood Dr Palmyra, VA 22963</u>
<u>Richard Mullin</u>	<u>Richard Mullin</u>	<u>33 Marwood Dr Palmyra VA 22963</u>
<u>Dennis Paine</u>	<u>Dennis Paine</u>	<u>28 Maplevale Dr., Palmyra 22963</u>
<u>Christine Gillon</u>	<u>Christine Gillon</u>	<u>281 Jefferson Dr., Palmyra</u>
<u>Alison Noel</u>	<u>Alison Noel</u>	<u>11 Sassafras Rd, Palmyra</u>
<u>James D Wolfe</u>	<u>JAMES D WOLFE</u>	<u>1 James River Road, Palmyra VA 22963</u>
<u>Robert Harris</u>	<u>Robert Harris</u>	<u>409 Jefferson Lane Manassas</u>
<u>Stephen Cohen</u>	<u>Stephen Cohen</u>	<u>38 Hardwood Rd 22963</u>

Dupe

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

<u>Florence Smith Bakke</u>	<u>Florence Smith Bakke</u>	<u>24 Hare Lane, Palmyra, VA 22963</u>
<u>Roman J Bakke</u>	<u>Roman J. Bakke</u>	<u>24 Acre Ln, Palmyra, VA 22963</u>
<u>Mary Ellen Ramos</u>	<u>MARY ELLEN RAMOS</u>	<u>25 ACRE LA, Palmyra Va 22963</u>
<u>Richard M Ramos</u>	<u>RICHARD M RAMOS</u>	<u>25 ACRE LA PALMYRA VA 22963</u>
<u>Margaret Loewenstein</u>	<u>Margaret Loewenstein</u>	<u>1 Fleetwood Dr, Palmyra, VA 22963</u>
<u>Deborah Owens</u>	<u>DEBORAH OWENS</u>	<u>26 ACRE LANE PALMYRA, VA 22963</u>
<u>Carrie Heller</u>	<u>Carrie Heller</u>	<u>11 Fleetwood Dr Palmyra, VA 22963</u>
<u>Larry Heller</u>	<u>Larry Heller</u>	<u>11 Fleetwood Dr Palmyra, VA 22963</u>
<u>Nancy Doantok</u>	<u>NANCY DOANTOK</u>	<u>19 Fleetwood Dr Palmyra Va 22963</u>
<u>L D WIE NASH</u>	<u>L D WIE NASH</u>	<u>13 LEWIS CT 22963</u>
<u>Dorothy Mayhew</u>	<u>Dorothy Mayhew</u>	<u>29 Fleetwood Dr Palmyra 22963</u>
<u>Linda Deegan</u>	<u>Linda Deegan</u>	<u>2 Fleetwood Dr Palmyra, VA 22963</u>
<u>John Deegan</u>	<u>JOHN DEEGAN</u>	<u>2 FLEETWOOD DR, PALMYRA VA 22963</u>

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<i>Michael Douglas</i>	Michael Douglas	23 Sand Trapper Palmyra VA 22963
<i>Loren Douglas</i>	Loren Douglas	23 Sand Trapper Palmyra VA 22963
<i>Samuel Toeci</i>	Samuel Toeci	785 Woods Ln Palmyra VA 22963
<i>Everett S. Hopkins, Jr</i>	Everett S. Hopkins, Jr	27 Wolfpennerwill Lane Palmyra, VA 22963

4

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address



Brenda Fincher

42 Colonial Rd - Palmyra



Rensie Fincher

42 Colonial Rd Palmyra

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Lee Ward Lee Ward Lake Monticello / Section 8

Sally Mada Sandy Meadows 319 Jefferson Dr. Palmyra, VA 22963

Irvin H Cohen Irvin H Cohen 358 Jefferson Dr Palmyra VA 22963

Michael Dinora Michael Dinora 353 Jefferson Dr. 22963

Donna Dinora Donna Dinora 353 Jefferson Dr. Palmyra 22963

Margaret Burton Margaret Burton 355 Jefferson Dr. Palmyra 22963

Donna Lerner Donna Lerner 352 Jefferson / 8

Martin Lerner Martin Lerner 352 Jefferson / 8

MARCELA STAHL MARCELA STAHL 27 Possum Ln

Ruth Helm Ruth Helm 7 Milton Ct 22963

DEBI SORBER 4 CHAIL G 22963

Gabe Anderson Gabe Anderson 10 Colonial Rd. Palmyra VA 22963

Mark L. Post Mark L. Post 12 Lakeview Circle, Palmyra VA 22963

FRANK CRIVARO 25 OLD RIDGE LN VA 22963

Courtney Crivaro Courtney Crivaro 25 Old Ridge LN VA 22963

Frank Crivaro III Frank Crivaro 11

Frances Carney Frances Carney 11 Roadview Terrace

Steven Carney Steven Carney

MARIE CARDUCK 133 MULLIGAN

PHIL CARDUCK " 20


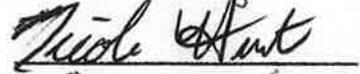



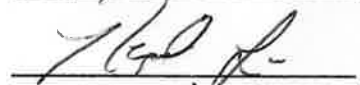





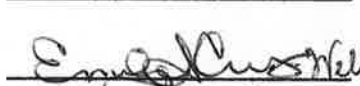

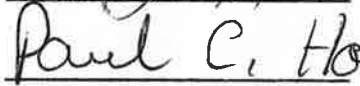
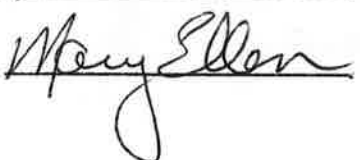
PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

	DONNA D'AGANNO	148 CAPE MYRTLE 22963
	Nicole Hunt	481 4281 Shores Rd 22963
	SANDRA COOK	34 Virginia Ave 22962
	JOHN & SUSAN RINGE	69 MANOR BLVD, 22963
	Matt & Laura Wedding	81 Manor Blvd 22963
	Regina Lewis	1137 Manor Blvd
	Matt Caley	174 Manor Blvd
	Kristi Hanna	183 Manor Blvd
	Ashley Caley	174 Manor Blvd
	Jason Rosales	200 Manor Blvd
	ERIC DAVIS	131 CANAL VIEW LN
	Emily G. Crum-Wells	75 Canal View Dr Palmyra 22963
	Eric Fugh	74 Virginia Ave
	Paul C. Hoshall	46 Jefferson Dr. 22963
	Mary Ellen Hoshall	46 Jefferson Dr 22963

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Donald E. Warrington 860-977-6571 296 Center B Rd

Cecil P. Bell Cecil P. Bell 463 Keys Mill Ln Ashland

Fred Barker Fred Barker Shores Rd

Eugene N. Goin Eugene N. Goin 952 Rolling Rd South

Jennifer Martin Jennifer Martin 2483 James Madison Hwy Brems Bluff

Angie McWilliams Angie McWilliams 5151 Stage Junction Rd Columbia, Va 23038 2302

Dana Catlett Dana Catlett 953 Gold Mine Rd Palmyra, VA 22963

Claudia S. Goin Claudia Goin 871 Rolling Rd, South Scottsville 24590

Joan Talley Joan Talley 15684 W. Runy Rd Brand Bluff VA 23022

Joseph Falvella JOSEPH FALVELLA 126 CABEL LANE FORK UNION

George N. Goin George N. Goin 871 Rolling Rd S. Scottsville, Va 24590

Leigh Osteen Leigh Osteen 641 Nahor Manor Rd Palmyra, VA 22963

Teresa Shifflett Teresa Shifflett 694 Nahor Manor Road Palmyra, VA 22963

Vernon L Shifflett Vernon L Shifflett 694 Nahor Manor Rd

Michael B. Powell 738 Nahor Manor Rd Palmyra, VA 22963

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	Ann Marie Harlow	38 Brougham RD, Palmyra
	Connie West	30 Seminde Trail Palmyra
	Doris W. Ward	61 Muligan Dr. Palmyra, VA
	CHERYL D. GRUBB	15 CHATHAM PALMYRA, VA
	Julia E. Caligan	8 Loving Ter. Palmyra VA
	Nancy J. Shaffer	3 Swan Ct Palmyra VA
	Julie Clarke	63 Ponderosa Ln, Palmyra, VA
	SUSAN DAVENPORT	10 CLIFTWOOD RD PALMYRA, VA RADAMS DAVENPORT @ GMAIL.COM
	Gigi Dodds	301 Jefferson Dr. Palmyra VA
	Janet Planché	8 Rockwood Ln., Palmyra, VA
	Betty Meyer	27 Glen Burnie Rd. Palmyra, VA
	Brenda Diane Moore	46 Morewood PL. Palmyra, VA
	Connie Dankot	55 Englewood Dr. Palmyra, VA
	Janice Woodson	21 Out of Bounds Rd, Palmyra, VA
	Merry C. Rees	48 Jefferson Drive

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Beverly P. Pace Beverly P. Pace 18701 James Madison Hwy

Vicki Stachouse Vicki Stachouse 5 Wren Ct

Laurie Cullen Laurie Cullen 63 BRIDLE WOOD

Peggy Stricklin Peggy Stricklin 865 Jefferson Dr

Stephen Drenas Stephen Drenas 17 Cliftwood Rd

Cheryl Eyre Cheryl Eyre 23 Woodnidge Rd

Marcia Kuriewski Marcia Kuriewski 3 Longleaf Lane

Lori Kline Lori Kline 113 Mulberry Dr

Sarah M Kidd Sarah M Kidd 3051 Kidd Dr

George W. McEver George W. McEver 9 Chestnut Ct

Julie Walters Julie Walters 40 Laguna

Barbara Dillinger Barbara Dillinger 576 Jefferson Dr

Dennis Meyer Dennis Meyer 576 Jefferson Dr

Elaine Hagan Elaine Hagan 503 Garden Lane

Patrick Hagan Patrick Hagan 503 Garden Lane

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

<u>Averill J. Holtz</u>	Averill J. Holtz	68 Spruce Rd, Palmyra, VA 22963
<u>Barbara J. Novak</u>	BARBARA J. NOVAK	72 Spruce, Palmyra, VA 22963
<u>Karen Langewin</u>	Karen Langewin	85 Cape Myrtle Dr Palmyra VA 22963
<u>Bruce Langewin</u>	Bruce Langewin	" " " " " "
<u>Sandra L. Radford</u>	SANDRA L. RADFORD	121 Mulberry Dr, Palmyra, VA 22963
<u>Jerry K. Radford</u>	Jerry K. Radford	" " " " " "
<u>Katharine Hiddleston</u>	KATHARINE HIDDLESTON	89 CAPE MYRTLE DR PALMYRA VA 22963
<u>Robert Harris</u>	Robert Harris	91 Cape Myrtle Dr Palmyra, VA 22963
<u>Janet Butcher</u>	JANET BUTCHER	87 Cape Myrtle Palmyra "
<u>Jaquelyn Miller</u>	Jaquelyn Miller	15 Cape Myrtle Dr Palmyra
<u>John Allen</u>	JOHN ALLEN	24 Cape Myrtle Dr Palmyra
<u>Nancy Allen</u>	Nancy Allen	24 Cape Myrtle Dr Palmyra
<u>Thomas C. Unapher</u>	Thomas C. Unapher	30 Cape Myrtle Dr Palmyra
<u>Patricia A. Unapher</u>	Patricia A. Unapher	30 Cape Myrtle Dr, Palmyra, VA
<u>Helen L. Sipe</u>	HELEN L. SIPE	13 Cherry Blossom Dr. 22963

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>[Signature]</u>	Lloyd Wayne NYC	176 Village Boulevard, Palmyra VA 22963
<u>[Signature]</u>	Valecia Schenkel	19.5 Village " "
<u>[Signature]</u>	Ann Marie Rindos	202 Village Blvd. " "
<u>[Signature]</u>	BARBARA ENGEL	19 Cherry Blossom Dr " "
<u>[Signature]</u>	Thomas Sigmon	46 Spruce Dr " "
<u>[Signature]</u>	Stephanie Wulverton	56 Spruce Drive Palmyra, VA
<u>[Signature]</u>	Clifford	ADAZ, 68 Spruce Dr, Palmyra, VA
<u>[Signature]</u>	Sheila McCormick	88 SPROUSE, Palmyra 22963
<u>[Signature]</u>	April Nguyen	6 Hilltop Circle, Palmyra 22963
<u>[Signature]</u>	Peggy Powell	2667 Sclaters Ford Rd, Palmyra
<u>[Signature]</u>	Suzanne S. Huggins	3094 Gold Mine Rd. Palmyra, VA 22963
<u>[Signature]</u>	Gary Zievers	77 Mulberry Dr, " " 22963
<u>[Signature]</u>	Lorikline	113 Mulberry Dr " "
<u>[Signature]</u>	Peggy S. Colville	315 Village Blvd - 22963
<u>[Signature]</u>	Albert R Colville	315 Village Blvd " 22963

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Joyce A. Diepold Joyce A. Diepold 125 Tulip Dr., Palmyra, VA 22963

Mary Bevis Mary BEVIS 149 Tulip Dr. Palmyra, VA 22963

Gustave Alba Gustave ALBA 164 Tulip Dr Palmyra VA 22963

Nancy Alba NANCY ALBA 164 TULIP DR PALMYRA, VA 22963

Vickie Angelo Vickie Angelo 152 Tulip Dr Palmyra VA 22963

Michael Angelo Michael Angelo 152 Tulip Dr Palmyra VA 22963

Peter Allen PETER ALLEN 105 Tulip Dr Palmyra VA 22963

Brenda E. Allen BRENDA E. ALLEN 105 TULIP DR, PALMYRA, VA 22963

Don Buttermorth Don Buttermorth 83 TULIP DR PALMYRA, VA 22963

Diane Mauldin Diane Mauldin 55 Tulip Dr. VA

Frank Mauldin Frank Mauldin 55 Tulip Dr. VA

Rebecca K. Persico REBECCA K. PERSICO 160 CRAPE MYRTLE DR. PALMYRA, VA 22963



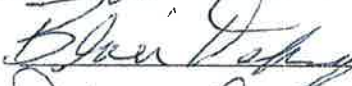
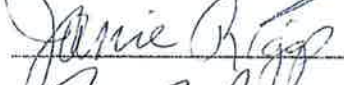
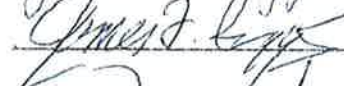



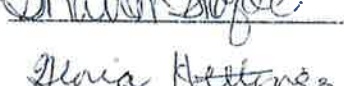
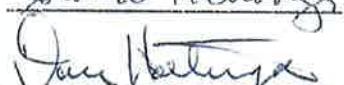
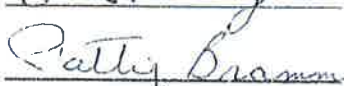




Susan Countryman Susan Countryman 172 Village Blvd, Palmyra 22963

Bruce A. Countryman BRUCE A. COUNTRYMAN 172 VILLAGE BLVD. PALMYRA

Margaret Nye MARGARET NYE 176 Village Blvd Palmyra

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	T. HODGE	264 Manor Blvd Palmyra
	Leaw Moore	280 MANOR BLVD PALMYRA
	Blair Deh	55 302 Manor Blvd, Palmyra
	Janice Riggs	351 MANOR BLVD, Palmyra
	JAMES F. RIGGS	351 MANOR BLVD, Palmyra
	JAN FARRINGTON	68 Virginia Ave. Palmyra
	DAN DOVEL	78 VIRGINIA AVE. PALMYRA
	DAN DOVEL	48 VA AVE., PALMYRA, VA
	Sharron Stollie	81 Virginia Ave, Palmyra VA 22963
	Gloria Hettinger	122 Virginia, Palmyra VA 22163
	Dave Hettinger	122 Virginia, Palmyra, VA 22963
	PATTY BRANNEN	129 Virginia Ave Palmyra VA 22963
	Celeste Selby	126 Virginia Ave Palmyra 22963
	Mary Short	158 Virginia Ave, Palmyra, VA 22963
	TERESA K. DMOHUNDRO	349 JEFFERSON DR. PALMYRA VA 22963

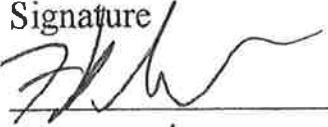

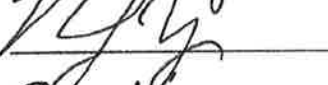
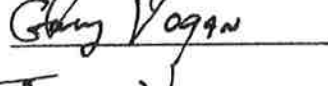
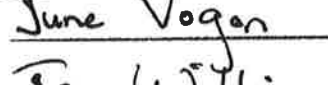
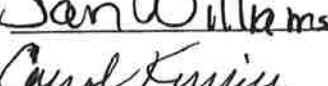
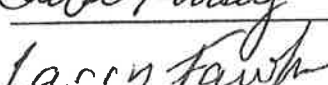
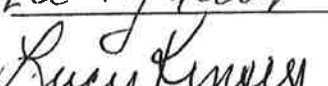
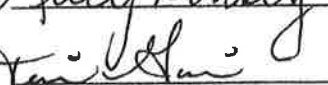
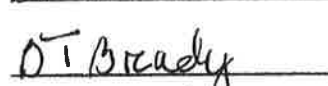
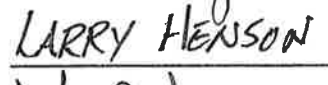


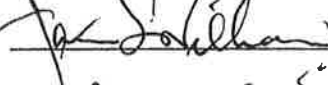

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>Elizabeth Fawkes</u>	Elizabeth Fawkes	2 Landslide Ct.
<u>Amia B Boles</u>	Amia B Boles	16 Barefoot Ln.
<u>Sue Liberman</u>	Sue Liberman	5 Xebec Rd
<u>Kim V Beisecker</u>	Kim V Beisecker	68 Forest Dr
<u>Wayne Beisecker</u>	Wayne Beisecker	68 Forest Dr
<u>Kimberly Nicholson</u>	Kimberly Nicholson	71 Forest DR.
<u>Barry Nicholson</u>	Barry Nicholson	71 Forest Dr
<u>William Flanders</u>	WILLIAM FLANDERS	3 WREN ST
<u>Alice Flanders</u>	ALICE FLANDERS	3 WREN ST
<u>Ellen Lindenmann</u>	Ellen Lindenmann	4 Wren Ct
<u>Paul Mastro</u>	Paul Mastro	63 Forest Drive
<u>Lois Mastro</u>	LOIS MASTRO	63 Forest Drive
<u>Jean Booth</u>	Jean Booth	59 Forest Dr.
<u>J Robert Booth</u>	J Robert Booth	59 Forest Dr.
<u>D. Everline</u>	D. Everline	58 FOREST DR.



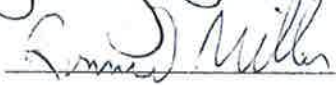
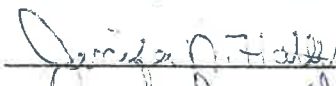


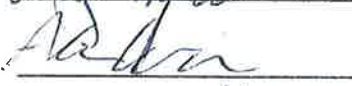

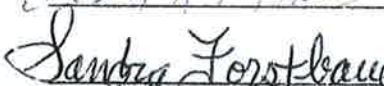




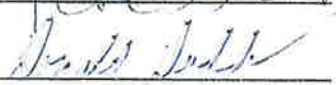
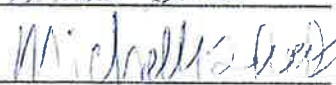
PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	Frederick Sorber	4 Quail Ct. Palmyra VA
	Denise Flynn	20 Shortwood Circle Palmyra VA
	Ken Flynn	20 Shortwood Circle Palmyra VA
	Gary Vogan	13 Cornpone Lane Palmyra VA
	June Vogan	13 Cornpone Lane Palmyra VA
	Jan Williams	715 Jefferson Dr Palmyra VA
	CAROL KINSEY	14 Barefoot Ln, Palmyra VA
	Larry Fawkes	2 LANDSLIDE CT, PALMYRA VA
	Lucy Kinsey	14 Barefoot Lane Palmyra VA
	Terri Gauvin	50 Bolling Circle Palmyra VA
	Betsy T. Brady	2 Laguna Rd Palmyra, VA
LARRY HENSON		26 PIEDMONT LANE
	LYNN HENSON	26 PIEDMONT LANE
	James Williams	715 Jefferson Dr
	GEORGE SERRANO	16 BAREFOOT LN PALMYRA VA

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	Rodney A. Pace	52 MECHUNK CREEK DRIVE, TRIG
	Tracy Gross	4208 Cedar Lane Rd, Kent's Store
	Renee Miller	41 White Rock Lane Fork Union, VA 22555
	Jennifer N. Fietz	1008 Haddon Ln. Palmyra VA 22969
	Thomas Sneddy	1342 Salem Church Rd Palmyra
	Wayne Shultz	185 Elm Creek Dr. Scottsville
	Alan Wise	37 Hawks Rise Lane, Palmyra 22969
	Robert K. Morris	6840 Thomas Jefferson PKWY Palmyra, VA
	Sandra Forstbauer Morris	6840 Thomas Jefferson PKWY Palmyra VA 22963
	David Fields	225 MORTON KING RD. CHIVILLE 22922
	Wanda Fields	225 MORTON KING RD. CHIVILLE 22922
	Dillan Sobbs	82 North Main Rd
	Teresa Butler	11 82 North Main Rd
	David Dodds	578 NANTER MANOR RD
	Michelle Dodds	578 NANTER MANOR RD


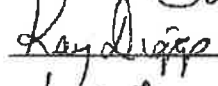
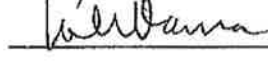


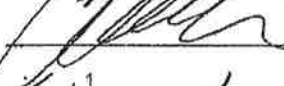
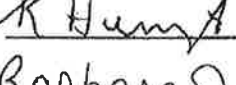
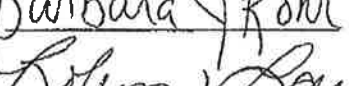
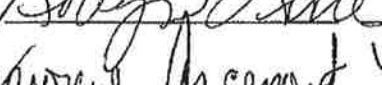
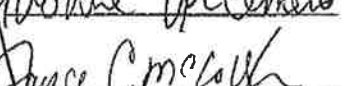
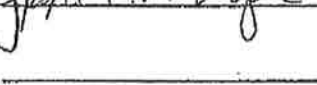
PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	Andy Gross IV	4208 Cedar Lane Rd. Kents Store, VA 23084
	W.E. Hunsberger	7215 VENABLE ROAD, KENTS STORE
	Timothy W Jenkins	5206 Venable Rd, Kents Store, VA 23084
	Wm F Hughes	2022 Covered Bridge Rd Kents Store VA 23084
	Ned W. M. Ryle	112 Covered Bridge Rd Kents Store
	MICHAEL W. LEWIS	194 Covered Bridge Rd Kents Store
	Catherine McLaughlin	112 Covered Bridge Rd Kents Store
	SUSAN HUGHES	2022 Covered Bridge Rd, Kents Store VA 23084
	Debra A. Lewis	194 Covered Bridge Rd, Kents Store, VA
	Peggy Greer	5423 Ruritan Lake Rd. Palmyra, VA 22963
	Michael C. Pickens	3310 Rolling Rd South Scottsville VA 22950
	Rosemary Hughes	2288 Thomas Jefferson Pkwy Palmyra VA 22963
	Cheryl Falvella	126 Cabell Lane Fort Union VA
	Pamela S. Gray	271 TAWN LAKE LN Palmyra, VA
	GEORGE W. FLATHEAD	1668 MAESLER LN, PALMYRA VA 22963

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
	Tom Diggs	947 Jefferson Dr. Palmyra
	Kay Diggs	947 Jefferson Dr. Palmyra
	JOY DANNA	951 JEFFERSON DR, PALMYRA
	Joy Danna	951 Jefferson Dr Palmyra
	Susan Hamifor	952 Jefferson Palmyra
	KOTLER	959 Jefferson Dr
	K Herrington	761 Jefferson Dr
	Barbara J Rohr	961 Jefferson Dr. Palmyr
	Robyn Lane	943 Jefferson Dr.
	Yvonne Arcement	35 Stonewall Rd.
	Joyce C. McCollough	945 Jefferson Dr

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

<u>Susan Montgomery</u>	<u>Susan Montgomery</u>	<u>180 Village Blvd Palmyra VA</u>
<u>Michael R Montgomery</u>	<u>Michael R Montgomery</u>	<u>180 Village Blvd Palmyra VA</u>
<u>Bonnie Bluffin</u>	<u>BONNIE BLUFFIN</u>	<u>26 Crape Myrtle Dr Palmyra VA</u>
<u>T. Ruffin</u>	<u>THOMAS R RUFFIN</u>	<u>" Palmyra VA</u>
<u>Lynn Farris</u>	<u>LYNN FARRIS</u>	<u>22 Crape Myrtle Palmyra, VA 2296</u>
<u>Joyce Parks</u>	<u>Joyce Parks</u>	<u>91 Tulip Dr. Palmyra, VA 2296</u>
<u>Steve Bevis</u>	<u>STEVE BEVIS</u>	<u>149 TULIP DR. PALMYRA, VA 22963</u>
<u>Linda Boyter</u>	<u>Linda Boyter</u>	<u>27 Crape Myrtle Dr. Palmyra VA 22963</u>
<u>Dick Bevis</u>	<u>Dick Bevis</u>	<u>86 Crape Myrtle Dr Palmyra VA 22963</u>
<u>Debra Parker</u>	<u>Debra Parker</u>	<u>84 Crape Myrtle Dr. Palmyra VA 22963</u>
<u>Simon A. Parker</u>	<u>Simon A. Parker</u>	<u>84 Crape Myrtle Dr. Palmyra VA 22963</u>

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>Rose Mary Bryan</u>	<u>Rose Mary Bryan</u>	<u>1964 Sclaters Ford Rd Palmyra</u>
<u>Brian P Haney</u>	<u>Brian P. Haney</u>	<u>1964 Sclaters Ford Rd Palmyra VA</u>
<u>Merleen Reese</u>	<u>Merleen Reese</u>	<u>1962 Sclaters Ford Rd Palmyra</u>
<u>Eric A. Miles</u>	<u>ERIC A. MILES</u>	<u>1968 Sclaters Ford Rd. Palmyra.</u>
<u>Sara H. Miles</u>	<u>Sara H. Miles</u>	<u>1968 Sclaters Ford Rd. Palmyra</u>
<u>Korry Anver</u>	<u>KORRY ANVER</u>	<u>1401 Sclaters Ford Rd Palmyra VA</u>
<u>Wayne Schloter</u>	<u>Wayne Schloter</u>	<u>1389 Sclaters Ford Rd Palmyra</u>
<u>W.S. Browning</u>	<u>W.S. BROWNING</u>	<u>1615 Sclaters Ford Rd Palmyra, VA</u>

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

George Spencer

GEORGE L MACOMBER

31 MULBERRY DR 22963

[illegible]

Lloyd "Wayne" Nye

176 Village Blvd 22963-

Yuse Ahmed

GENE 0++

212 Village Blvd 22963

Maria O'S

Mervie Bx

14


PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address



Guy Foster Jr.

24 Spruce Dr Palmyra, VA



SARA FOSTER

24 SPRUCE DR / PALMYRA

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

John W. Wickett
Ray Lynett

JOHN WIDECKI
RAY SIGMORE

351 JEFFERSON DR PALMYRA VA 22963
305 VILLAGE BLVD PALMYRA VA 22963

[illegible]


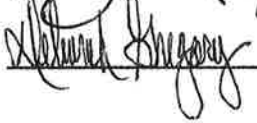
PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Wesley Gregory

Deborah Gregory

2711 Village Blvd

2711 Village Blvd

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature	Printed Name	Address
<u>Gail Dunne</u>	<u>Gail Dunne</u>	<u>75 Tulip Dr. Palmyra</u>
<u>Stanley Dunne</u>	<u>Stanley Dunne</u>	<u>75 Tulip Dr Palmyra</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

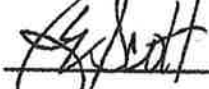

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

JAMES SCOTT

Lori Scott

116 TULIP DRIVE, PALMYRA

116 Tulip Drive, Palmyra

PETITION AGAINST PROPOSED GARDEN LANE DEVELOPMENT

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).

Signature

Printed Name

Address

Signature Seleen Collins Printed Name Seleen S. Collins Address 8 Spruce Drive, 22963

[illegible]

4 Pages, 13 valid signatures

BOS2022-02-02 p.120/248



At 200 signatures, this petition is more likely to be featured in recommendations!



Petition Against Proposed Village Gardens Development

110 have signed. Let's get to 200!



At 200 signatures, this petition is more likely to be featured in recommendations!

Save Rural Fluvanna County started this petition to Residents and Elected Officials of Fluvanna County Virginia

Southern Development & Construction of Charlottesville filed an application to change the zoning of four parcels of land (total of 122.6 acres) off of Route 53 and north of Garden Lane. The Parcels are currently zoned A1 (Agriculture). The developers plan to change the zoning to R3 (Residential, Planned Community).

Southern Development's plan is for 355 dwelling units (260 single family homes and

Sign this petition

95 townhomes).

Reasons for residents of Fluvanna County to oppose this zoning change:

*This will be a loss of the rural character of Fluvanna

*This will likely result in an increase in property taxes for all of Fluvanna residents.

*VDOT has estimated the surrounding residential and main roads will have an additional 3,500 trips per day. This will stress our two lane country roads and infrastructure. The roads and existing infrastructure were not built for this increased density. (Road and infrastructure repairs come from taxes.)

*The school-age children in the development will stress the Fluvanna School District. (School expansion comes from taxes.)

*Our police, fire, rescue, and other support services are limited. (Expansion of these services will come from taxes and some will only be able to expand from donations.)

*Aqua Virginia obtains our water from the Rivanna River. It is already stressed to provide a sufficient quantity of quality water. Rivanna River is a national treasure.

*This will place undue stress Aqua Virginia's infrastructure and may lead to higher bills for all of its customers.

*Many Aqua Virginia customers have problems with water pressure. Adding more customers may lead to reduced water hydrant flow in an emergency.

*The increased traffic on our country roads could be a hazard for Emergency vehicles.

*Crime, especially vandalism, may increase

*Homes adjacent to the development many lose value.

TAKE ACTION

We have a vested interest in our community. We expect support from our elected Fluvanna County officials. Let them know you do not want this change by signing the petition.

(Faint signature)

As a resident of Fluvanna County, I have concerns about Southern Development & Construction's proposed project. By signing below, I urge the Planning Commission and Board of Supervisors to vote against rezoning the approximately 122.6 acres of the four parcels identified in the project (Tax Map Parcels 17-A-10, 17-9-1, 17-9-2, and 8-A-18A).



Name	City	State	Postal Code	Country	Signed On
Maureen Sm Troy		VA	22974	US	8/26/21 ✓
paul hoshall	Palmyra	VA	22963	US	8/26/21 ✓
Robyn Consr	Palmyra	VA	22963	US	8/26/21 ✓
Janice Vyrros	Palmyra	VA	22963	US	8/26/21 ✓
THOMAS KIN	Palmyra	VA	22963	US	8/27/21 ✓
Mark Vyrros	Palmyra	VA	22963	US	8/27/21 ✓
Steve Smith	Palmyra	VA	22963	US	8/27/21 ✓
Richard Feaz	Palmyra	VA	22963	US	8/27/21 ✓
LAWRENCE S	Palmyra	VA	22963	US	8/27/21 ✓
Peggy Shankl	Lake Montice	VA	22963	US	8/27/21 ✓
Patricia Hast	Palmyra	VA	22963	US	8/28/21 ✓
Douglas Pow	Palmyra	VA	22963	US	8/29/21 ✓
Scott Murdor	Palmyra	VA	22963	US	9/6/21 ✓

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB E

MEETING DATE:	February 2, 2022					
AGENDA TITLE:	Local Law Enforcement Block ("LOLE") Grant Program- FFY 19					
MOTION(s):	I move the Board of Supervisors ratify the application and approve the grant award for the Local Law Enforcement Block ("LOLE") Grant Program- FFY 19 from the Virginia Department of Criminal Justice Services in the amount of \$1,562 for crime scene equipment for the Sheriff's Office.					
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):			
		X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other	
				X		
STAFF CONTACT(S):	David Wells, Chief Deputy / Eric B. Hess, Sheriff					
PRESENTER(S):	David Wells, Chief Deputy					
RECOMMENDATION:	Local Law Enforcement Block ("LOLE") Grant Program- FFY 19					
TIMING:	Effective Immediately					
DISCUSSION:	<ul style="list-style-type: none"> • This grant will allow the Sheriff's Office to purchase a DSLR digital camera and kit and a field use metal detector (to locate metal object on/in the ground). • This grant does not require any matching funds, however an additional funds may be required from sheriff's existing budget depending on pricing at the time of purchase • The project period for this program is 1/1/2022 through 6/30/2022. • This is a reimbursement grant. • These funds are available under the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program via DCJS. 					
FISCAL IMPACT:	None					
POLICY IMPACT:	N/A					
LEGISLATIVE HISTORY:	N/A					
ENCLOSURES:	<ul style="list-style-type: none"> • Local Law Enforcement Block ("LOLE") Grant Program- FFY 19 information letter • Virginia Local Law Enforcement Grant Program FY 19 information letter 					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other	
		X				



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Shannon Dion
Director

Megan Peterson
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

January 11, 2022

Steve Nichols
County Administrator
Fluvanna County
P. O. Box 540
Palmyra, Virginia 22963

RE: Local Law Enforcement Block ("LOLE") Grant Program- FFY 19

Dear Steve Nichols:

The Byrne Justice Assistance Grant Program (JAG) makes federal funds available to localities to help support their efforts to reduce crime and improve public safety. The Virginia Department of Criminal Justice Services has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. I am pleased to advise you that we are awarding your locality **\$1562**, funded through federal grant **2019-MU-BX-0026**. Your DCJS grant award number will be determined once your eligibility application is submitted and approved. The project period for this program is **1/1/2022** through **6/30/2022**.

To indicate your acceptance of the award and conditions:

1. Sign the Statement of Grant Award/Acceptance ("SOGA") and return it electronically within the next **45 days** to grantsmgmt@dcjs.virginia.gov.
2. Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an "eligibility application" on DJCS's On-line Grant Management System ("OGMS") to ensure eligibility. The eligibility application process will be open until **February 28, 2022**. To receive funds, localities must complete the eligibility application process through the DCJS On-line Grants Management System ("OGMS") no later than **5:00 pm on February 28, 2022**. Please note that although OGMS uses the words "application" throughout the system, this is not an application but an eligibility process. This is a six (6) month grant and there will be no continuation.
3. Your agency will need to fill out all the requested information in the OGMS eligibility application to include the budget and brief budget narrative outlining how your agency will utilize the awarded federal funds (additional information on the LOLE grant program and how to complete the OGMS eligibility application is provided with this award package).

Steve Nichols
January 10, 2022
Page Two

The General Special Conditions and the Reporting Requirements and Projected Due Dates, are now referred to as **Conditions and Requirements** and will be posted online at <https://www.dcjs.virginia.gov/grants/grant-requirements> within the next two weeks. Please review your Special Conditions carefully as they include specific requirements about how your grant funds must be managed. DCJS is mandated to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. Therefore, you must maintain a valid Data Universal Numbering System (DUNS) number (a unique nine-digit number used for identifying and keeping track of entities receiving federal funds) and be registered in SAM to receive an award. For SAM registration assistance, please contact Lacey Payne at (804) 786-8003 or via email at Lacey.Payne@dcjs.virginia.gov.

If you have not previously done so, you must register in our new On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/> in order to manage this grant online. The instructions on *Registering for a New Account* are posted here <https://www.dcjs.virginia.gov/grants/ogms-training-resources> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

We will be happy to assist you in any way we can to assure your project's success. If you have any questions regarding this award, please contact your Grant Monitor, **Nicole Phelps**, at **(804) 263-3388** or via email at **Nicole.Phelps@dcjs.virginia.gov**.

Sincerely,



Shannon Dion

Enclosures

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia

Local Law Enforcement Block ("LOLE") Grant Program- FFY 19

Subgrantee: Fluvanna	
DCJS Grant Number: TBD	
Grant Start Date: 1/1/2022	Grant End Date: 6/30/2022
Federal Grant Number:	2019-MU-BX-0026
Federal Awardee:	BJA
Federal Catalog Number:	16.738
Project Description:	To strengthen Crime Control
Federal Start Date:	10/1/2018

Federal Funds:	\$1562		
State General Funds:			
State Special Funds:			
Local Match:	_____		
 Total Budget:	 \$1562	Indirect Cost Rate: _____%	*If applicable

Project Director	Project Administrator	Finance Officer
The Hon. Ryant L. Washington Sheriff Fluvanna County Sheriff's Office P. O. Box 113 Palmyra, Virginia 22963 (434) 589-8211 rlwashington@fluvannasheriff.com	Steve Nichols County Administrator Fluvanna County P. O. Box 540 Palmyra, Virginia 22963 (434) 591-1910 snichols@fluvannacounty.org	Linda Lenherr Treasurer Fluvanna County 34 Palmyra Way Palmyra, Virginia 22963 (434) 591-1945 llenherr@fluvannacounty.org

***Please indicate your locality's DUNS # in the space provided.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions attached thereto, hereby accepts this grant and agrees to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

DUNS #: _____

Virginia Local Law Enforcement Grant Program FY 19

Introduction

The Virginia Department of Criminal Justice Services (“DCJS”) is pleased to announce the availability of funds through the Local Law Enforcement (“LOLE”) Grant Program. These funds are available under the Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program. This program makes federal funds available to localities to help support their efforts to support public safety or crime prevention efforts. DCJS has been designated to administer a portion of the JAG funds reserved for Virginia and to make those funds available to local units of government. DCJS has designated this program the Local Law Enforcement, LOLE, Grant Program. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support and information systems for criminal justice, including for any one or more of the following areas: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; and planning, evaluation and technology improvement programs.

Eligibility for LOLE Funds

The LOLE grant program is a formula based grant opportunity. Eligible localities have reported violent crime data at least three (3) years of the past ten (10) calendar years, to the Federal Bureau of Investigations Uniform Crime Report (URC) Part 1. If a locality has not reported at least three (3) years of UCR Part 1 violent crime data in the past ten calendar years, they are ineligible to receive an award. Localities wishing to accept the LOLE funds allocated for their jurisdiction will need to complete an “eligibility application” on DCJS’s Online Grant Management System (“OGMS”) to ensure eligibility.

Funding Focused Areas

- Law Enforcement to include- hiring, overtime, and equipment
- Prosecution and Courts
- Prevention and Education efforts
- Corrections and Community Corrections
- Drug Treatment
- Planning, Education and Technology Improvement

Prohibition on Use of Funds

Funds through this grant program are not to be used to purchase, lease, rent or acquire tanks or armored vehicles, fixed-wing aircraft, limousines, real estate, yachts, consultants, or any vehicle not used primarily for law enforcement. In addition, federal funds cannot be used to supplant State or local funds, but instead to increase the amount of funds that would be available otherwise from State and local sources. Grant funds may not be used for: weapons, ammunition, and related equipment normally and routinely provided by the locality; standard clothing and uniforms normally and routinely provided by the locality; construction or renovation; land acquisition, lobbying and political contributions; honoraria; bonuses; personal entertainment such as tickets to sporting events; personal calls; alcohol; or vehicles normally and routinely provided by the locality to others in the same roles. Grant funds cannot be used for refreshment breaks or meals at training events, meetings or conferences.

Match Requirement

There is no match requirement for this program.

Funding Period

The eligibility/ application process will be open until February 28, 2022. This should give localities ample time to assess their needs for funding. This grant is a six (6) month grant program with the grant period being January 1, 2022 to June 30, 2022. There will be no continuation of the grant for this program.

Grant Funds

- This is a reimbursement grant program.
- Grant funds cannot be used to supplant state or local funds that would otherwise be available for the same purposes.
- **Reimbursement will be based on paid invoices for approved expenditures or through requested advance drawdowns with expected expenditures.**
- Changes to the grant budget after award must be approved by DCJS prior to expending funds based on the changes.
- Transactions occurring outside of the grant period will not be eligible for reimbursement.

Forms and Instructions

To receive funds, localities must complete the eligibility process through the DCJS On-line Grants Management System (OGMS) no later than 5:00 p.m. on February 28, 2022. Please note that although OGMS uses the words “application” throughout the system, this is not an application but an eligibility process.

To complete the process, you must register in OGMS and, once approved, choose “**Local Law Enforcement, (“LOLE”) Grant Program- FY 19**” from the list on the left panel under Funding Opportunities.

General Information: You will need to select “**Create a New Application**”. The OGMS Application Creation Wizard will assist you in completing the application’s General Information form. Step 1 of the Wizard requires an application title and primary contact.

The application title should include the locality’s name and fiscal year of the grant program (e.g. ABC Police Department LOLE FY19).

The primary contact is the individual in your agency who will be designated as the primary person responsible for the eligibility process from your locality. The individual will receive automated email notifications when attention is needed on the forms. You will be able to add other persons to give them access to edit the forms or associate them later after the fiscal year has begun.

Once the information has been entered, click “Save Form” to enter Step 2. Under this step, an Application ID will be assigned and the Program Area, Funding Opportunity, Application Stage, and Application Status will be auto populated. Select the locality for who you will be submitting these forms. Click “Save Form Information” to start Step 3.

Under “Additional Applicants,” select any additional contacts within the locality that will also manage funding and work on the forms. This may include the Police Chief and Finance Officer. Once you click “Save Form Information” on Step 3, you will have completed the General Information component of the eligibility process.

After General Information has been finished, you have the ability to complete the forms in any order or save to return at another time.

Face Sheet: (everything in **RED on the application form is required)**

- *Congressional District:* Select the Congressional District(s) that will benefit from the funding. To select more than one, hold down the Ctrl key.
- *Jurisdiction(s) Served:* Select all jurisdiction(s) served.
- *Certified Crime Prevention Community:* Click the hyperlink on the form to see if your locality is certified. Answer “Yes” or “No”
- *Type of Application:* For this funding opportunity, you will choose “New.”
- *Community Setting:* Check the box(s) that best describes the locality.
- *Brief Project Overview:* Provide a short description of what the funds will be used for, for example, SWAT vests, Body Worn Camera mounts, etc.
- *Project Director:* List the person who will have the day-to-day responsibility for managing the project, and provide all required contact information.
- *Project Administrator:* Name and contact information for the County Administrator or City Manager (Administrative and Fiscal Agent) who has the authority to formally commit the organization/locality to complying with all the terms of the grant application, including the provision of the required match, if applicable.
- *Finance Officer:* List the person who will be responsible for the fiscal management of the funds and provide all required contact information.

LOLE Budget: Click “Edit Grid” and enter the amount allocated to the locality under the Budget Category your locality plans to use the funds, for example, you would choose Law Enforcement, Prosecution/ Courts, Prevention/Education and so on. Your localities award amount would be located in the award letter that went out to your locality.

- Depending on which Budget Category your locality chooses to have LOLE funds support, you will then need to fill out the required information for each category.
- For Example, if your locality is going to use LOLE funds for **Law Enforcement**, you will need to fill out the Law Enforcement Category, you should answer, “Yes” when asked, “Are Law Enforcement funds being requested?”. Law Enforcement funds can be used for Hiring, Overtime, or Equipment. You will need to complete the appropriate area that the funding will be utilized. It is **required** that a brief narrative is completed for any section that you are utilizing funds.
- Each budget category has their own form that will need to be completed if you are requested funds from that category. If you are not requesting funds from a certain category, you can select “No” when asked if funds are being selected in a particular category.

General Conditions and Assurances: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds gives assurances and certifies that the grant will follow federal conditions.

Lobbying Disbarment: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grantee will be in compliance with the certification requirements under 28 CFR Part 69, “New Restrictions on Lobbying” and 28 CFR Part 67, “Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace”.

Non-Supplantation: This section is **required** under this grant program and must be completed by the Project Administrator. The Project Administrator, or the individual who has been delegated or designated as the signing authority, must certify that the grant funds requested under this grant program will be used to supplement existing funds and will not replace (supplant) funds appropriated for the same purposes.

Authority Certification: This section is **required** under this grant program and must be completed by the Project Administrator. If the person completing the application is not the Project Administrator, as previously defined, information regarding the signing authority, or the delegation of such authority, should be uploaded in the Attachments section of the application.

Attachments: There are not required attachments for the LOLE grant program. Select “No”, attachments are not required. You will need to upload an attachment if the person completing the application is not the Project Administrator, information regarding the signing authority, or the delegation of such authority, should be uploaded.

Submitting Forms

To receive funds, localities must complete the eligibility/application process through the DCJS On-line Grants Management System (OGMS) no later than 5:00 p.m. February 28, 2022. Each form must be marked as complete before you can submit. If you receive an alert, you will need to review the form for any missing required information.

Technical Assistance

Please contact the following DCJS staff for questions regarding your Local Law Enforcement, “LOLE”, Grant program:

- Nicole Phelps: email nicole.phelps@dcjs.virginia.gov or telephone 804.786.1577 or
- Tracy Matthews: email tracy.matthews@dcjs.virginai.gov or telephone 804.371.0635

For assistance with the OGMS system, email ogmssupport@dcjs.virginia.gov and include the program area in the subject line. This should be used for general system questions and not form-specific inquiries.

For additional resources, refer to the Website Links under the Funding Opportunity.

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

TAB F

MEETING DATE:	February 2, 2022				
AGENDA TITLE:	Public Hearing for the Issuance of \$5,231,500 Lease Purchase Debt				
MOTION(s):	<p>I move the Board of Supervisors approve that “RESOLUTION APPROVING A PLAN OF LEASE/PURCHASE FINANCING WITH JPMORGAN CHASE BANK, N.A. IN AN AMOUNT NOT TO EXCEED \$5,231,500” with Schedule A, Description of Property, attached thereto, for Master Lease-Purchase Financing in the amount of \$5,231,500 for the acquisition of certain assets, including athletic field lighting, fire trucks and ambulances, public works equipment and a storage facility for such equipment, and vehicles for use by County staff and the Sheriff’s Office, and to pay costs of issuance, with the following terms: (i) the term of the 2022 Master Lease-Purchase Agreement shall be ten (10) years; (ii) the interest rate for the 2022 Master Lease-Purchase Agreement shall be a fixed rate of 1.37%; and all those related and required lease purchase agreement financing documents including, without limitation, a Lease Purchase Agreement, together with all related documents, addenda, riders and attachments and further authorize the County Administrator to execute the financing and related documents, with such documents subject to approval as to form by the County Attorney and the County Bond Counsel as more specifically set forth in the Resolution.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	XX				
STAFF CONTACT(S):	Eric Dahl, County Administrator				
PRESENTER(S):	Eric Dahl, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	<ul style="list-style-type: none"> In the FY22 budget, \$4,760,000 was budgeted for athletic field lighting, fire trucks and ambulances, public works equipment and a storage facility for such equipment, and vehicles for use by County staff and the Sheriff's Office, and to pay costs of issuance. In September 2021, the board increased the amount for fire and rescue apparatus by \$471,500 due to price increases from Manufacturers. The new total of approved funding is \$5,231,500. An RFP was issued on November 12 for \$5,231,500 in financing for the following items: 				

		<table><tr><th>Department</th><th>Purchase</th><th>Amount</th><th>Years</th></tr><tr><td>Parks & Rec – Pleasant Grove Park</td><td>14-15 Athletic Field Lighting</td><td>\$685,000</td><td>10</td></tr><tr><td>Fire & Rescue</td><td>1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance</td><td>\$3,443,500</td><td>10</td></tr><tr><td>Public Works Equipment Building</td><td>Major Equip. Storage Building</td><td>\$93,000</td><td>10</td></tr><tr><td>Public Works - Major Equipment</td><td>1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer</td><td>\$320,000</td><td>10</td></tr><tr><td>Public Works - Major Equipment</td><td>3 Mowers</td><td>\$35,000</td><td>7</td></tr><tr><td>Sheriff's Vehicles</td><td>7 Patrol Vehicles</td><td>\$300,000</td><td>7</td></tr><tr><td>County Vehicles</td><td>7-8 Trucks/Vehicles</td><td>\$325,000</td><td>7</td></tr><tr><td>Cost of Issuance</td><td>Estimate</td><td>\$30,000</td><td></td></tr><tr><td>Total</td><td></td><td>\$5,231,500</td><td></td></tr></table>	Department	Purchase	Amount	Years	Parks & Rec – Pleasant Grove Park	14-15 Athletic Field Lighting	\$685,000	10	Fire & Rescue	1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance	\$3,443,500	10	Public Works Equipment Building	Major Equip. Storage Building	\$93,000	10	Public Works - Major Equipment	1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer	\$320,000	10	Public Works - Major Equipment	3 Mowers	\$35,000	7	Sheriff's Vehicles	7 Patrol Vehicles	\$300,000	7	County Vehicles	7-8 Trucks/Vehicles	\$325,000	7	Cost of Issuance	Estimate	\$30,000		Total		\$5,231,500	
	Department	Purchase	Amount	Years																																						
	Parks & Rec – Pleasant Grove Park	14-15 Athletic Field Lighting	\$685,000	10																																						
	Fire & Rescue	1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance	\$3,443,500	10																																						
	Public Works Equipment Building	Major Equip. Storage Building	\$93,000	10																																						
	Public Works - Major Equipment	1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer	\$320,000	10																																						
	Public Works - Major Equipment	3 Mowers	\$35,000	7																																						
	Sheriff's Vehicles	7 Patrol Vehicles	\$300,000	7																																						
	County Vehicles	7-8 Trucks/Vehicles	\$325,000	7																																						
	Cost of Issuance	Estimate	\$30,000																																							
	Total		\$5,231,500																																							
	<ul style="list-style-type: none">• The RFP Closed on December 8, 2021 with a total of 11 Responses, with interest rates ranging from 1.37% to 2.29% on similar 10 year amortization structures.• On December 15, 2021 all proposals were presented to the Board and the Board determined JPMorgan Chase Bank was the best proposal with an interest rate of 1.37% for 10 years.																																									
FISCAL IMPACT:	<ul style="list-style-type: none">• The FY23 debt service payment will be ~\$399K• The FY24 to FY29 debt service payment will be ~613K• The FY30 to FY32 debt service payment will be ~507K																																									
POLICY IMPACT:	<p>Per the Debt Management Policy:</p> <ul style="list-style-type: none">• The ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the Annual Comprehensive Financial Report ending 6/30/21, our debt service ratio was 15.59%. <p>The issuance of additional debt may increase the County’s debt service ratio depending upon revenues.</p>																																									
LEGISLATIVE HISTORY:	N/A																																									
ENCLOSURES:	<ul style="list-style-type: none">• Resolution• Master Lease-Purchase Agreement• Lease Schedule• Lease Schedule A-1• Certificate of Incumbency• Payment Schedule• Prepayment Schedule Addendum• Proceeds Disbursement Authorization• Vehicle Schedule Addendum• Escrow Agreement• Escrow Funding Schedule Addendum and Arbitrage Certificate• Escrow Receipt Certificate/Payment Request																																									
REVIEWS COMPLETED:	<table><tr><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>X</td></tr></table>	Legal	Finance	Purchasing	HR	Other	X	X			X																															
Legal	Finance	Purchasing	HR	Other																																						
X	X			X																																						



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia
RESOLUTION No. 03-2022

**RESOLUTION APPROVING A PLAN OF LEASE/PURCHASE FINANCING
WITH JPMORGAN CHASE BANK, N.A.
IN AN AMOUNT NOT TO EXCEED \$5,231,500**

WHEREAS, Fluvanna County, Virginia (the "County") is a political subdivision of the Commonwealth of Virginia (the "Commonwealth") and is duly organized and existing pursuant to the Constitution and laws of the Commonwealth; and

WHEREAS, the Board of Supervisors (the "Board") constitutes the governing body of the County, and as such is authorized to cause the County to acquire, dispose of and encumber real and personal property, including without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the County; and

WHEREAS, the Board has determined that the County should proceed with a plan to acquire certain items of personal property, including without limitation rights and interests in property, and leases of property, that is appropriate and necessary to the functions and operations of the County, all as further described on Schedule A hereto (the "Property"); and

WHEREAS, with the assistance of the County's financial advisor, Raymond James & Associates, Inc. (the "Financial Advisor"), the Board issued Request for Proposal #2022-02 “**\$5,231,500.00 TAX-EXEMPT VEHICLE/EQUIPMENT LEASE PURCHASE FINANCING**” and has solicited proposals from qualified financial institutions with respect to a lease-purchase arrangement for the Property, and has received the advice of its Financial Advisor that JPMorgan Chase Bank, N.A. (the "Lessor") has provided the most favorable terms for one or more lease-purchase agreements (the "Equipment Leases") for the Property; and

WHEREAS, the County has determined to proceed with the Equipment Leases with the Lessor, in a maximum principal amount not to exceed \$5,231,500 (the "Principal Amount") the purpose of acquiring the Property at an annual interest rate of no more than 1.37% for a term of ten (10) years for payable in annual lease payment installments of principal and semiannual payments of interest in arrears; and

WHEREAS, the County, in its capacity as lessee under the Equipment Leases (in such capacity, the "Lessee") may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases (the "Lease Purchase Proceeds") for such expenditure and such expenditures will not exceed the Principal Amount; and

WHEREAS, the Lessee desires to declare its official intent under U.S. Treasury Department regulations (the "Treasury Regulations") to be reimbursed for capital expenditures for Property from the Lease Purchase Proceeds; and

WHEREAS, the County now desires to approve and authorize the execution and delivery by the County of the Equipment Leases, an Escrow Agreement between the County and Deutsche Bank, N.A. as escrow agent (the "Escrow Agreement"), and all other instruments, agreements, certificates and other documents described in or contemplated by the Equipment Leases (collectively, the Equipment Leases and such other documents are hereinafter referred to as, the "Documents"); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FLUVANNA, VIRGINIA:

1. The County Administrator (the "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Documents in substantially the forms set forth in the documents presently before the Board, with such completions, omissions, insertions and changes as may be approved by the Authorized Representative, in consultation with the County Attorney or bond counsel, his execution to constitute conclusive evidence of approval of any such completions, omissions, insertions and changes. The Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Leases and the Escrow Agreement as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases and the Escrow Agreement are hereby authorized and approved.

2. By a written instrument signed by any Authorized Representative, such Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Board as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the Commonwealth. That the obligations of the Board under the Equipment Lease shall be limited obligations payable solely from funds to be appropriated by the Board and shall not constitute a debt of Fluvanna County or the Board within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit of the Board beyond any fiscal year for which moneys may be lawfully appropriated from time to time by the Board. Nothing herein or in the Equipment Lease shall constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or taxing power of the County.

5. The Board anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Board hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Board for the purpose of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

6. The Board does not hereby designate its obligations under the Equipment Lease as a "bank qualified tax-exempt obligation" under Section 265 of the Internal Revenue Code of 1986, as amended. The Equipment Lease shall accordingly constitute a non bank-qualified obligation.

7. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document, where appropriate.

8. All other acts of the Authorized Representative and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the County's leasing and acquisition of the Property are hereby ratified and approved.

9. This Resolution shall take effect immediately upon its adoption and approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors of Fluvanna County on this 2nd day of February 2022.

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District						
Patricia B. Eager, Palmyra District						
Chris Fairchild, Cunningham District						
Anthony P. O'Brien, Rivanna District						
John M. Sheridan, Columbia District						

Attest:

John M. Sheridan, Chair
Fluvanna County Board of Supervisors

MASTER LEASE-PURCHASE AGREEMENT	
Dated As of:	FEBRUARY 3, 2022
Lessee:	FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia Address for Notices: 123 Main Street, Palmyra, Virginia 22963 (with a copy to Fluvanna County Attorney, 414 East Jefferson Street, Charlottesville, Virginia 22902)

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease the Lessor's Deposit Date as set forth in the Escrow Agreement dated February __, 2022. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than fifteen (15) days from the due date, Lessee shall pay Lessor on demand as a late charge one per cent (1%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational and in full compliance with any contracts for such Equipment with the Suppliers. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier. Notwithstanding the foregoing, the Lessor and Lessee agree that some Suppliers may (i) require full or partial payment in advance for certain Equipment built to specific specifications; or (ii) give a discount on Equipment if payment is made after execution of a contract with such Supplier for the Equipment but in advance of actual delivery to Lessee of the Equipment being purchased (collectively

"Prepaid Equipment"). Lessor agrees to pay or cause to be paid the costs of any such Prepaid Equipment upon receipt of a reasonably acceptable contract between Lessee and Supplier, understanding that Prepaid Equipment will be delivered at a later time as evidenced by the contract pertaining to same, if such is otherwise in accordance with this Master Lease.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated through the Return Date, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease. A Non-Appropriation Event is not an Event of Default under this Master Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.. 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 Lessor 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 Master Lease shall not have been terminated pursuant to the provisions of Section 20 hereof, and shall vest

permanently in Lessee upon the completion of all Rent Payments or prepayment, free and clear of any lien or security interest of Lessor therein.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. At the written request of Lessor, Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment. Lessor acknowledges that Equipment may be operated or used by Lessee, its officers agents, representatives, contractors, employees or licensees, including without limitation any volunteer fire company operating in the County of Fluvanna, Virginia.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment. The Equipment may be used or moved anywhere within the County of Fluvanna, Virginia and neighboring localities including, without limitation, Virginia localities with which Lessee has a mutual aid agreement.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) as soon as reasonably practicable (Lessee has disclosed to Lessor that the time from order to delivery for a firetruck is approximately 18-months, and so long as the Lessee is pursuing replacement of the Lost Equipment with reasonable diligence then the Lessee shall be in compliance herewith), replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be

Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on later of 90 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease.

13.4 Intentionally Omitted.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee, except where proceeds are to be used for replacement equipment as contemplated under Section 13.3. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee, except where proceeds are to be used for replacement equipment as contemplated under Section 13.3.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PREPAYMENT AND OTHER ADDENDUMS. Lessee may prepay the Rent Payments or any other obligation under a Lease in whole or in part pursuant to that Prepayment Addendum attached to and incorporated into this Master Lease. In addition to any other attachments or documents incorporated herein by reference, the following attachments and addendums are attached hereto and incorporated into this Master Lease as material provisions: (i) Schedule A-1 (Equipment List with location); (ii) Payment Schedule; (iii) Prepayment Schedule Addendum; (iv) Vehicle Schedule Addendum; and (v) Lease Schedule Addendum allowing self-insurance.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's

payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal Revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor. Notwithstanding the foregoing, to clarify a Non-Appropriation Event under Section 6.2. is NOT an Event of Default.

20. REMEDIES. If any Event of Default occurs and continues for more than fifteen (15) days after written notice to Lessee by Lessor of such Event of Default, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of two and 35/100 percent (2.35%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f)

below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment; and/or

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease;

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 270 days of the end of each fiscal year of Lessee upon Lessor request. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. Lessor submitted a response dated December 8, 2022 to a Request for Proposals ("Response") RFP# 2022-02 issued by Lessee (the "RFP") which is the subject of this resulting Master Lease. The terms, provisions and requirements of the RFP and Response are incorporated herein by reference as material provisions of this Master Lease, including the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the "General Terms") which was incorporated into the RFP. To the extent there is a conflict between the provisions of this Master Lease and the RFP, the Lessor's Response or the General Terms, this Master Lease shall control. Whenever possible, this Master Lease and the RFP, the Lessor's Response and the General Terms shall be read together. Section 8 "Clarifications" of the Lessor's Response, is intentionally deleted in its entirety, and the Lessor will comply with all of the General Terms.

28. Intentionally Omitted.**29. GOVERNMENT REGULATION; ANTI-CORRUPTION.**

(a) During the performance of this Master Lease, in addition to the requirements of the General Terms, Lessor agrees that it shall 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 Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Lessor, in all solicitations or advertisements for employees placed by or on behalf of the Lessor, will state that the Lessor is an equal opportunity employer. Notices, advertisements and solicitations placed by the Lessor in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. During the performance of this Master Lease, the Lessor shall provide a drug-free workplace for the Lessor'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; and (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. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Maser Lease, 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.

(b) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti- Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(c) Definitions. For the purposes of this Section 29, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

30. OFFSHORING. Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

<u>FLUVANNA COUNTY, VIRGINIA</u>		<u>JPMORGAN CHASE BANK, N.A.</u>	
(Lessee)		(Lessor)	
By:		By :	
Title:		Tit le:	<u>Authorized Officer</u>

Approved as to Form:

Fluvanna County Attorney

LEASE SCHEDULE	
Dated as of:	FEBRUARY 3, 2022
Lease No.:	

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated February 3, 2022

- A. **A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- A. **B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- A. **C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE. Notwithstanding the foregoing, pursuant to Section 5.2 of the Master Lease, Lessor and Lessee agree that some Suppliers may (i) require full or partial payment in advance for certain Equipment built to specific specifications; or (ii) give a discount on Equipment if payment is made after execution of a contract with such Supplier for the Equipment but in advance of delivery to Lessee of the Equipment being purchased (collectively "Prepaid Equipment"). For such Prepaid Equipment, Lessor agrees to acknowledge (a) through (d) *supra* upon delivery of the Equipment in conformance to any contract between any such Supplier (as defined in the Master Lease) and Lessee.
- A. **D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- A. **E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- A. **F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- A. **G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
- a. **(a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
- a. **(b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- a. **(c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the

payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

a. **(d) Definitions.** For the purposes of this Section G, the following terms shall have the following meanings:

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

a. **H.** [INTENTIONALLY OMITTED].

Equipment/Escrow Acceptance Date: February __, 2022

<u>FLUVANNA COUNTY, VIRGINIA</u>	<u>JPMORGAN CHASE BANK, N.A.</u>		
(Lessee)	(Lessor)		
By:		By :	
Title:		Tit le:	<u>Authorized Officer</u>

Expected Equipment Purchase Price **\$5,231,500**

Net Amount Financed **\$5,231,500**

Equipment Location: FLUVANNA COUNTY, VIRGINIA

Equipment Description:

Department	Purchase	Amount	Years
Parks & Rec – Pleasant Grove Park	14-15 Athletic Field Lighting	\$685,000	10
Fire & Rescue	1 Engine 1 Tanker 1 Ladder Truck 1 Brush Truck 1 Ambulance 1 Ambulance	\$3,443,500	10
Public Works Equipment Building	Major Equip. Storage Building	\$93,000	10
Public Works - Major Equipment	1 Tractor 1 Skidsteer 1 Backhoe 1 Trailer	\$320,000	10
Public Works - Major Equipment	3 Mowers	\$35,000	7
Sheriff's Vehicles	7 Patrol Vehicles	\$300,000	7
County Vehicles	7-8 Trucks/Vehicles	\$325,000	7
Total		\$5,201,500	

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **SAMPLE** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CERTIFICATE OF INCUMBENCY	
Dated:	February 3, 2022
Lease Schedule No:	
Lessee:	FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

I, the undersigned Secretary/Clerk Clerk for the Board of Supervisors of Fluvanna County, identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk for the Board of Supervisors of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State Commonwealth of Virginia, where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected members of the Board of Supervisors of Fluvanna County or and the appointed County Administrator officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Board of Supervisors of Fluvanna County
Mozell H. Booker, Fork Union District
Patricia B. Eager, Palmyra District
Tony O'Brien, Rivanna District, Vice Chair
John M. Sheridan, Columbia District, Chair
Chris Fairchild, Cunningham District

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name		Title	Signature
Eric M. Dahl		County Administrator	
Name		Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee: Fluvanna County Board of Supervisors:	
Print Name: Caitlin Solis	
Official Title: Clerk to the Board of Supervisors of Fluvanna County, Virginia	
Date: February 3, 2022	

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name:			Signature:	
Title:				

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000148321**

Lease Schedule Dated: **February 3, 2022**

Accrual Date **February 3, 2022**

Amount Financed **\$5,231,500.00**

Interest Rate **1.3700% per annum**

Taxable Rate **1.7400% per annum**

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	9/1/2022	\$365,671.23	\$41,410.23	\$324,261.00	\$4,907,239.00	\$4,907,239.00
2	3/1/2023	\$33,614.59	\$33,614.59	\$0.00	\$4,907,239.00	\$4,907,239.00
3	9/1/2023	\$583,542.59	\$33,614.59	\$549,928.00	\$4,357,311.00	\$4,357,311.00
4	3/1/2024	\$29,847.58	\$29,847.58	\$0.00	\$4,357,311.00	\$4,357,311.00
5	9/1/2024	\$587,310.58	\$29,847.58	\$557,463.00	\$3,799,848.00	\$3,799,848.00
6	3/1/2025	\$26,028.96	\$26,028.96	\$0.00	\$3,799,848.00	\$3,799,848.00
7	9/1/2025	\$591,127.96	\$26,028.96	\$565,099.00	\$3,234,749.00	\$3,234,749.00
8	3/1/2026	\$22,158.03	\$22,158.03	\$0.00	\$3,234,749.00	\$3,234,749.00
9	9/1/2026	\$595,000.03	\$22,158.03	\$572,842.00	\$2,661,907.00	\$2,661,907.00
10	3/1/2027	\$18,234.06	\$18,234.06	\$0.00	\$2,661,907.00	\$2,661,907.00
11	9/1/2027	\$598,923.06	\$18,234.06	\$580,689.00	\$2,081,218.00	\$2,081,218.00
12	3/1/2028	\$14,256.34	\$14,256.34	\$0.00	\$2,081,218.00	\$2,081,218.00
13	9/1/2028	\$602,901.34	\$14,256.34	\$588,645.00	\$1,492,573.00	\$1,492,573.00
14	3/1/2029	\$10,224.13	\$10,224.13	\$0.00	\$1,492,573.00	\$1,492,573.00
15	9/1/2029	\$500,994.13	\$10,224.13	\$490,770.00	\$1,001,803.00	\$1,001,803.00
16	3/1/2030	\$6,862.35	\$6,862.35	\$0.00	\$1,001,803.00	\$1,001,803.00
17	9/1/2030	\$504,356.35	\$6,862.35	\$497,494.00	\$504,309.00	\$504,309.00
18	3/1/2031	\$3,454.52	\$3,454.52	\$0.00	\$504,309.00	\$504,309.00
19	9/1/2031	\$507,763.51	\$3,454.51	\$504,309.00	\$0.00	\$0.00
		\$5,602,271.34	\$370,771.34	\$5,231,500.00		

FLUVANNA COUNTY, VIRGINIA
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

FLUVANNA COUNTY, VIRGINIA
(Lessee)

By: _____

Title:_____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title:Authorized Officer

PREPAYMENT SCHEDULE ADDENDUM (Break Funding Premium)	
Dated as of:	February 3, 2022
Lease Schedule No.:	
Lessee:	FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. 1. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease and so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period"), Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
1. 2. In addition to the prepayment amounts required by paragraph 1 above, a Breakfunding Charge shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap").
1. 3. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

<u>FLUVANNA COUNTY, VIRGINIA</u>		<u>JPMORGAN CHASE BANK, N.A.</u>	
(Lessee)		(Lessor)	
By:		By	
		:	
Title:		Tit	<u>Authorized Officer</u>
		le:	

PROCEEDS DISBURSEMENT AUTHORIZATION
--

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

Date: _____, 20__

Re:	Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below
-----	---

Reference is made to that certain Master Lease Purchase Agreement dated February 3, 2022 between **FLUVANNA COUNTY, VIRGINIA**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor")

I hereby instruct you and authorize you to disburse \$_____ to the account number(s) as specified below:

Payee #1

Wire:

Name of Bank:	_____
ABA No.:	_____
Account Number:	_____
Account Name:	_____
Amount:	_____
Re:	_____

Check:

Name of Vendor:	_____
Address:	_____
City/State/Zip	_____
Invoice #:	_____
Amount:	_____

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

<u>FLUVANNA COUNTY,</u>	
<u>VIRGINIA</u>	
(Lessee)	
By:	
Title:	

VEHICLE SCHEDULE ADDENDUM**Dated As of: February 3, 2022****Lease Schedule No: SAMPLE****Lessee: FLUVANNA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
 - a. (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
 - a. (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than \$1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;
 - a. (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
 - a. (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

Lessor's Address:

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite N4 (OH1-1085)
Columbus, Ohio 43240

- a. 2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

<u>FLUVANNA COUNTY, VIRGINIA</u>		<u>JPMORGAN CHASE BANK, N.A.</u>	
(Lessee)		(Lessor)	
By:		By	
		:	
Title:		Tit	<u>Authorized Officer</u>
		le:	

ESCROW AGREEMENT
(Gross Fund-Earnings to Lessee)

Dated as of: **February __, 2022**

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and JPMorgan Chase Bank, N.A. ("Lessor"). As used herein, "Party" shall mean any of Lessee, Lessor or Escrow Agent, and "Parties" shall mean all of Lessee, Lessor and Escrow Agent. The Parties hereby authorize the Escrow Agent to act as escrow agent hereunder. All references to Escrow Agent shall mean Deutsche Bank Trust Company Americas in its capacity as escrow agent only, and all references to Lessor shall mean JPMorgan Chase Bank, N.A. in its capacity as lessor only.

Escrow Agent: Deutsche Bank Trust Company Americas

Lessee: **Fluvanna County, Virginia**

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property generally described in the attached Schedule A-1 (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Lessee and Lessor, in connection herewith, if any, including without limitation the Lease, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any such obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Lease, any schedule or exhibit attached to the Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control.

Lease Schedule No. _____

1.03 **LESSOR'S DEPOSIT: \$5,231,500.** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit. The date that the Lessor's Deposit is paid to the Escrow Agent shall be referred to as the "Lessor's Deposit Date". Escrow Agent shall credit the Lessor's Deposit to the Equipment Acquisition Fund established in Section 2 hereof on the Lessor's Deposit Date. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either notify Escrow Agent and then deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: August 3, 2023** ("Funding Expiration Date"). Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date. Notwithstanding the foregoing, the Funding Expiration Date shall not be sooner than 18 months' after the deposit of funds by Lessor into the Equipment Acquisition Fund.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to appoint the Escrow Agent and the Escrow Agent accepts such appointment to receive, hold, invest and disburse the moneys deposited with the Escrow Agent as described in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and

no other duties shall be implied. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment or other amounts related to the purchase of the Equipment consistent with the Lease will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all Parties.

1.08 Each of the Parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

SECTION 2. EQUIPMENT ACQUISITION FUND.

2.01 The Escrow Agent's sole responsibility prior to the Lessor's Deposit Date shall be to establish an escrow account designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"). Escrow Agent shall keep such funds deposited into the escrow account separate and apart from all other funds and money held by it, and shall administer such funds as provided in this Agreement. Escrow Agent's rights and responsibilities under this Agreement, other than establishment of the Equipment Acquisition Fund, shall begin on the Lessor's Deposit Date, which may be on or after the date of this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund on the Lessor's Deposit Date and shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease. The Escrow Agent shall pay to Lessee, or at the Lessee's direction, to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of a written request executed by an Authorized Representative (as defined in Section 7) of the Lessor, delivered to the Escrow Agent in accordance with Section 9.02, and after the Escrow Agent has satisfied any applicable security procedures as required by Section 7. The written request will specify the supplier/beneficiary, its address or wire instructions and the applicable portion of the Equipment Acquisition Fund to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that, unless the Equipment is Prepaid Equipment (as defined in the Lease), it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor. With respect to Prepaid Equipment, Lessee shall provide the documents described in clauses (a) through (c) above as soon as practicable after receipt of same from the applicable Supplier, and Escrow Agent shall process the Receipt Certificate/Payment Request notwithstanding any delay in delivery of same to Lessor.

2.03 If an Authorized Representative of the Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease which is not cured by Lessee after notice from Lessor as required by Section 20 of the Lease, or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall comply with all written instructions from an Authorized Representative of Lessor without further consent from Lessee or any other person. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall not accept or act upon any instruction from Lessee nor shall it permit any distribution or release of any part of the Equipment Acquisition Fund without written authorization from an Authorized Representative of the Lessor.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal and interest portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means written notification by an Authorized Representative of the Lessor to the Escrow Agent of the Lessor's receipt of the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the remaining balance in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Equipment Acquisition Fund as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder, subject to the provisions of Section 4.

SECTION 3. MONEY IN EQUIPMENT ACQUISITIONS FUND; INVESTMENT.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in escrow for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof and further shall be subject to Section 12.04.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction executed by an Authorized Representative of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment instruction shall be given that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund account, as and when instructed by an Authorized Representative of Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000.00 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and which money market funds are rated in either of the two highest categories of any Rating Agency at the time of purchase, including, without limitation, the Deutsche Bank Trust Company Americas Funds, or any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by an Authorized Representative of the Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income earnings, as selected by the Lessee on schedule 1 hereto ("**Schedule 1**") upon the execution of this Agreement. In the event that no election is made by an Authorized Representative of Lessee by the Lessor's Deposit Date, Escrow Agent shall invest the Equipment Acquisition Fund in an investment available through the Escrow Agent's Trust Platform or in an interest bearing account that the Escrow Agent has agreed to and upon written direction to the Escrow Agent.

3.04 If any of the above-described Qualified Investments are **not** legal investments of Lessee, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statutes, and policies.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 Lessee (to the maximum extent permitted by law) and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Notwithstanding any other provision of the Lease or this Agreement, the payment of Lessee's obligations under this Agreement shall be subject to annual appropriations by the Board of Supervisors of Lessee in each fiscal year of monies sufficient to satisfy the same and nothing herein shall be deemed a waiver of Lessee's sovereign immunity.

4.03 Intentionally Omitted.

4.04 Except as otherwise provided in accordance with Section 2.03 above, if Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety

of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. Unless the Escrow Agent has received a notice of an event of default under the Lease in accordance with Section 2.03 above, if Escrow Agent receives conflicting instructions from the Parties, the Escrow Agent shall be entitled and fully protected in (a) suspending all or any part of its activities under this Agreement until it shall be given a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or by a final court order or (b) file an action in interpleader. To the maximum extent permitted by law, Lessor and Lessee agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same.

4.05 Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

4.06 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 the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

SECTION 5. CHANGE OF ESCROW AGENT.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Lessee and Lessor. The Lessee and Lessor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by the Lessor and Lessee, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If the Lessor and Lessee are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may, in its sole discretion, deliver the Equipment Acquisition Fund to the Lessor at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by Lessor. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent. Upon its resignation and delivery of the Escrow Property as set forth in this Section, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business to any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

SECTION 6. ADMINISTRATIVE PROVISIONS.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State where Lessee is located. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State where the Lessee is located. To the extent that in any jurisdiction either Escrow Agent or Lessor may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity.

6.03 The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Any provision of this 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 Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party; unless the assignment is to JPMorgan Chase & Co., then consent will not be required.

6.05 This 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. Except as expressly provided in Section 4 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Equipment Acquisition Fund or this Agreement.

6.06 All signatures of the Parties to this Agreement may be transmitted by a Portable Document Format ("PDF"), and PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

SECTION 7. SECURITY PROCEDURES.

In the event funds transfer instructions are given (whether in writing or by PDF), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule 2 (each an "Authorized Representative"), and delivered to the Escrow Agent in accordance with Section 9.02, the undersigned is authorized to certify that the signatories on Schedule 2 are specimen signatures of each of their respective Authorized Representatives. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Lessor and Lessee acknowledge that these security procedures are commercially reasonable.

SECTION 8. ESCROW AGENT FEES.

\$1,500 ("Administration Fee"). As compensation for Escrow Agent's services hereunder, Lessor agrees to pay Escrow Agent the above Administration Fee. Lessee agrees to reimburse Escrow Agent for its reasonable actual out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

SECTION 9. NOTICES.

9.01 Notwithstanding anything to the contrary as set forth Section 9.02, any notices and demands under or related to this document shall be in writing and delivered to the intended Party at its address stated herein. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by confirmed facsimile. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any Party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

9.02 Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 2 of this Agreement, shall be given to the Escrow Agent in writing, be executed by an Authorized Representative and sent as a PDF attached to an email only. No instruction for or related to the transfer or distribution of the Equipment Acquisition Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Delivery Day as a PDF attached to an email only at the email address set forth in this Section 9.02 and as evidenced by a confirmed transmittal to the Party's or Parties email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. The Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Equipment Acquisition Fund if delivered to any other fax number or email address, including but not limited to a

valid email address of any employee of the Escrow Agent. The Lessor and Lessee acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

Notices shall be addressed as follows:

- (i) If to the Lessee:
 Lessee: FLUVANNA COUNTY, VIRGINIA
 Address: 132 MAIN STREET
 PALMYRA, VIRGINIA 22963
 Attn: COUNTY ADMINISTRATOR
 Telephone: 434.591.1910
 Email: edahl@fluvannacounty.org
- (ii) If to the Lessor:
 JPMORGAN CHASE BANK, N.A.
 1111 POLARIS PARKWAY, SUITE 4N
 MAIL CODE OH1-1085
 COLUMBUS, OHIO 43240
 Attention: GHHN Operations Manager
 Email: cefi.escrow.disbursement.request@jpmchase.com
- (iii) If to the Escrow Agent:
 DEUTSCHE BANK TRUST COMPANY AMERICAS
 TRUST AND AGENCY SERVICES
 1 COLUMBUS CIRCLE, 17TH FLOOR
 MAIL STOP: NYC01-1710
 NEW YORK, NY 10019
 Attn: DBNY MP Escrow # _____
 Telephone: 212-250-6647
 Email: dbny-mpescrow@list.db.com

SECTION 10. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no Party to this Agreement is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

SECTION 11. JURY WAIVER. INTENTIONALLY OMITTED.

SECTION 12. MISCELLANEOUS.

12.01 Patriot Act Section 326 Customer Identification Program. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act [and applicable sections of the USA FREEDOM Act] of the United States ("Applicable Law"), the Escrow Agent are required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law.

12.02 Taxpayer Identification Numbers ("TINs"). The other Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The other Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms.

12.03 Tax Reporting. All interest or other income earned under the Agreement shall be allocated to the Lessee and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Equipment Acquisition Fund by the Lessee whether or not said income has been distributed during such year. The Lessor and Lessee hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding, in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

12.04 **Court Orders.** In the event that any of the Equipment Acquisition Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

SECTION 13. USE OF ELECTRONIC RECORDS AND SIGNATURES BY ESCROW AGENT.

- (a) Notwithstanding any other provision of this Agreement, in such format and delivered in such manner as Lessor may specify, this Agreement, and any notice, consent, amendment, communication, or other document or information provided for herein or related to the Escrow Agreement (collectively, “Documents”), including without limitation any Document required to be written or in writing, may be in the form of an electronic record (“Electronic Record”). Electronic Records and “Electronic Signatures” (as that term is defined under the New York Electronic Signatures and Records Act, N.Y. Laws STT - State Technology Article 3, and, to the extent applicable, the federal ESIGN Act, 15 U.S.C. § 7001 et seq.) may be used by Escrow Agent in place of written documents and handwritten signatures. Any Document may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are Electronic Records and executed by Escrow Agent using Electronic Signatures. Each executed counterpart shall be deemed an original, and all such counterparts shall constitute one and the same Document.
- (b) Notwithstanding any other provision of the Escrow Agreement, Electronic Records may be sent electronically by Lessor to Escrow Agent by sending the Electronic Record to Escrow Agent’s Authorized Email Address as an attachment to an email. In the absence of actual notice of non-delivery received by the sender, and except as otherwise expressly required by applicable law, an Electronic Record sent electronically pursuant to the Escrow Agreement shall be deemed given when the Electronic Record is sent and shall constitute notice of the Electronic Record. As used in this subparagraph, “Authorized Email Address” means any email address Escrow Agent provides to Lessor as Escrow Agent’ email address or the email address of Escrow Agent’s authorized representative, including as provided in any authorization or certification provided by Escrow Agent to Lessor.
- (c) Lessor and Lessee will accept Electronic Signatures from Escrow Agent generated only through the electronic signature platform of DocuSign, Inc. (“DocuSign”). Any Document consisting of an Electronic Record bearing Electronic Signatures executed through DocuSign (an “Electronically Signed Document”) must, when viewed in a PDF viewer, produce a signature panel evidencing the document has not been modified since the signature was applied (“Signature Panel”) and must include a certificate of completion providing details about each signer on the document, which may include the signer’s IP address, email address, signature image and timestamp (“Certificate of Completion”). In choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features of DocuSign, Escrow Agent accepts the risks associated with not using such security measures. Escrow Agent shall be liable for any loss or costs suffered by Lessor or Lessee as a result of not using such security measures. Any Electronically Signed Document that (i) contains the Certificate of Completion and (ii) shows that the email address of the signer contained in the Certificate of Completion is an Authorized Email Address previously provided to Lessor by Escrow Agent (or Lessor has otherwise received a verification email from such Authorized Email Address) for an Authorized Signer (defined below), is prima-facie evidence of it having been executed by the person whose electronic signature appears thereon, regardless of the appearance or form of such electronic signature. Escrow Agent agrees that an Electronically Signed Document shall be deemed to have the same effect as an original Document manually signed by an Authorized Signer.
- (d) Lessor and Lessee will accept delivery from Escrow Agent of Electronically Signed Documents (i) which conform to the parties’ negotiated and agreed terms and the requirements herein, and (ii) which were created and sent by Escrow Agent acting on Lessor’s behalf as its designated custodian solely for purposes of Section 9-105 of the Uniform Commercial Code (“Designated Custodian”) until receipt of delivery by Lessor of the Document. Lessor, Lessee and Escrow Agent agree that the copy of an Electronically Signed Document received by Lessor from Escrow Agent is the authoritative electronic copy of such Electronic Record (each an “Authoritative Copy”). Notwithstanding anything to the contrary herein, Lessor shall have the right to reject for any reason any Electronically Signed Document received from Escrow Agent, including by way of example and not limitation, any failure of such Document to conform as provided herein, and may require Escrow Agent to execute and deliver such Document on paper. Upon receipt and acceptance of the executed Authoritative Copy by Lessor, Escrow Agent shall decommission, permanently mark as a copy that it is not the Authoritative Copy, or otherwise render inactive or inaccessible all copies of the Documents held by Escrow Agent as Designated Custodian and certify the same as part of the transmittal to Lessor.
- (e) At the Lessor’s option, an Authoritative Copy of the Document may be converted to paper and marked as the original by the Lessor (each a “Paper Original”). In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that:

- a. the electronic signing of the Document also constitutes issuance and delivery of the Paper Original,
 - b. the Electronic Signature(s) associated with the Document, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and
 - c. the Escrow Agent's obligations will be evidenced by the Paper Original after such conversion.
- (f) Escrow Agent will separately provide Lessor with documentation (i) showing or certifying the authority of its authorized signers ("Authorized Signers") to sign documents on behalf of Escrow Agent and (ii) containing the correct name, Authorized Email Address, and telephone numbers for each Authorized Signer ("Authority Documents"). Escrow Agent represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Escrow Agent will promptly notify Lessor if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. Lessor is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. The Lessor has no obligation to verify whether the Electronic Signature for any Authorized Signer in an Electronically Signed Document matches the specimen signature held by the Lessor, the name, or other information or characteristic of the Authorized Signer, or otherwise verify in any way that the Electronically Signed Document was actually executed by that Authorized Signer.
- (g) Escrow Agent represents and warrants on a continuous basis that (i) Electronically Signed Documents shall be deemed to have the same effect as an original document manually signed by an Authorized Signer; and (ii) each Electronically Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law and, to the extent relevant, the Escrow Agent's organizational documents; (iii) each Electronically Signed Document constitutes a valid, legal, enforceable and binding obligation of the Escrow Agent; and (iv) each Electronically Signed Document consisting the Document was created and delivered by Escrow Agent to Lessor in Escrow Agent's capacity as Designated Custodian. The Escrow Agent acknowledges that the Lessor and Lessee has relied on the foregoing representations and warranties when accepting Electronically Signed Documents. The Escrow Agent confirms that each Electronically Signed Document constitutes an Electronic Record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form. The Escrow Agent represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.
- (h) Lessor assumes no responsibility or liability arising from the transmission, treatment or storage of any data by any e-signature platform, including, without limitation, any personal data. In consideration of the Lessor and Lessee accepting Electronically Signed Documents, the Escrow Agent indemnifies and holds the Lessor and Lessee, and their agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Lessor's or Lessee's reliance on this Agreement or on an Electronically Signed Document executed on behalf of the Escrow Agent.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties have executed this Agreement.

FLUVANNA COUNTY, VIRGINIA
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
escrow agent
(Escrow Agent)

By: _____

Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
escrow agent
(Escrow Agent)

By: _____

Title: _____

Attachments: **Schedule 1 (Investment Authorization)**

 Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

Schedule 1

Investment Authorization**Lessee:** FLUVANNA COUNTY, VIRGINIA**Lease No.:** _____**Investment:** **SELECT QUALIFIED INVESTMENT BELOW**

☐ During the term of this Agreement, the Equipment Acquisition Fund shall remain in a Non-Interest Bearing Account.

☐ A money market mutual fund, including without limitation a JPMorgan Money Market Mutual Fund (collectively, "MMMF"), as selected by Lessee below.

Check One (if the money market mutual fund option is selected above):

- ☐ JPMorgan 100% U.S. Treasury Securities Money Market Fund (675)
- ☐ JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
- ☐ JPMorgan U.S. Treasury Plus Money Market Fund Morgan Shares (3919)
- ☐ JPMorgan Federal Money Market Fund Morgan Shares (353)
- ☐ JPMorgan 100% U.S. Treasury Money Market Fund Morgan Shares (677)
- ☐ JPMorgan Tax Free Money Market Fund Morgan Shares (2)
- ☐ Federated U.S. Treasury Cash Reserves Money Market Fund Institutional Service Shares (632)
- ☐ Federated Government Obligations Tax-Managed Money Market Fund Institutional Service Shares (637)
- ☐ Federated Treasury Obligations Money Market Fund Institutional Service Shares (398)
- ☐ Federated Government Obligations Money Market Fund Institutional Service Shares (395)

Notes related to MMMFs:

- 1) An investment in any of the above investment options is subject to the availability of such money market mutual fund. If the selected investment is not available at the present time you will be contacted by a Deutsche Bank Trust Company Americas representative.
- 2) Each investment instrument above has a rating not lower than the highest rating category from both Standard & Poor's and Moody's.
- 3) Lessee acknowledges that an affiliate of Escrow Agent, Deutsche Bank Trust Company Americas, serves as investment manager for the selected MMMF and receives fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within this Agreement. MMMFs have rates of compensation that may vary from time to time based upon market conditions. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with Section 3 of the Agreement.
- 4) The Lessee, hereby acknowledges and confirms that it makes its own investment decisions and has not been offered any advice or recommendation on investing in any MMMF and if selected above, is based upon Lessee's independent review of prospectuses previously delivered to Lessee. The Lessee recognizes and agrees that the Escrow Agent has not and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Equipment Acquisition Fund account or the purchase, sale, retention or other disposition of any Qualified Investment.
- 5) Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any MMMF furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Lessee and Lessor. Escrow Agent has no responsibility whatsoever to determine the market or other value of any MMMF or other non-cash Qualified Investments and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an MMMF or such Qualified Investments.
- 6) SHAREHOLDER SERVICES FEES: Lessee acknowledges that the Fund is authorized to make payments from its management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that

provide shareholder support services to the Fund and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Lessee further acknowledges that Deutsche Bank Trust Company Americas is a Service Organization and is paid, and hereby consents to such payment, by the Fund up to the Maximum Rate annually of the average daily balance of the Account invested in the Fund for shareholder support services rendered to the Fund by Deutsche Bank Trust Company Americas, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for Deutsche Bank Trust Company Americas wires, and providing such other information and services as the Fund's distributor or Lessee reasonably may request. Lessee further acknowledges that the Fund may purchase securities from or through Deutsche Bank Trust Company Americas or its affiliates, may engage in repurchase transactions with Deutsche Bank Trust Company Americas or its affiliates, may place funds on deposit in accounts with Deutsche Bank Trust Company Americas or its affiliates and receive interest income thereon and may obtain other services from Deutsche Bank Trust Company Americas for which Deutsche Bank Trust Company Americas is paid a fee.

This investment authorization and direction will remain in effect until and unless expressly revoked or superseded in writing and shall specify the type and identity of the investments to be purchased and/or sold.

SCHEDULE 2

Telephone Number(s) and Signature(s) for Person(s) Designated to Give Funds Transfer Instructions

If from Lessee:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	Eric M. Dahl	434.591.1910 x1058	
2.			
3.			

Email(s) and Signature(s) for Person(s) Designated to Receive Escrow Statements/Notices

	<u>Name</u>	<u>Email</u>	<u>Signature</u>
1.	Eric M. Dahl	434.591.1910 x1058	
2.			

If from Lessor:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	Stacey R. Roth	614-213-1537	(Standing Signature on File)
2.	Karen L Williams	312-385-7005	(Standing Signature on File)
3.	Anastasia L. McClellan	614-213-4876	(Standing Signature on File)
4.	Terri Sayers	614-213-4521	(Standing Signature on File)
5.	Cherie L. Oliveto	614-213-3246	(Standing Signature on File)
6.	Lourdes Roman	312-732-6444	(Standing Signature on File)
7.	Kris Hewitt	614-213-8581	(Standing Signature on File)
8.	Kelsey A. Bruck	614-213-9516	(Standing Signature on File)
9.	Meron Gola	614-217-4670	(Standing Signature on File)
10.	Teri L. Fancelli	614-213-2270	(Standing Signature on File)
11.	Nathaniel J. Ruhe	614-213-3859	(Standing Signature on File)
12.	Debbie J. Mullennix	614-213-5797	(Standing Signature on File)
13.	Lourdes Roman	312-732-6444	(Standing Signature on File)
14.	Kerry Stygler	614-213-4400	(Standing Signature on File)

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of the Party.

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price: \$SAMPLE

Net Amount Financed: \$SAMPLE

Equipment Location: SAMPLE

Equipment Description: SAMPLE: VARIOUS VEHICLES & HEAVY EQUIPMENT

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS,
REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **SAMPLE** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

ESCROW FUNDING SCHEDULE ADDENDUM AND ARBITRAGE CERTIFICATE	
Dated as of:	February __, 2022
Lease Schedule No.:	1000XXXXXX
Lessee:	FLUVANNA COUNTY, VIRGINIA
Escrow Agent:	DEUTSCHE BANK TRUST COMPANY AMERICAS
Escrow Agreement dated as of:	February __, 2022
Amount To Be Deposited Into Escrow:	\$5,231,500.00 ("Lessor's Deposit")

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he is the duly qualified and acting representative of Lessee with the title set forth below his signature hereon; that Lessee has

executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his official capacity as such officer he is responsible for executing and delivering, on behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been or will be issued by Lessee to Equipment Vendors (referred to as Suppliers in the Master Lease) therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 18 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the

rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

<u>FLUVANNA COUNTY, VIRGINIA</u>		<u>JPMORGAN CHASE BANK, N.A.</u>	
(Lessee)		(Lessor)	
By:		By :	
Title:		Tit le:	<u>Authorized Officer</u>

ESCROW RECEIPT CERTIFICATE/PAYMENT REQUEST**Dated:** _____, 20__**Lease Schedule No:** 1000xxxxxx dated February 3, 2022**Escrow Agreement Dated:** February 3, 2022

1. The undersigned Lessee of the above Lease Schedule and its Master Lease-Purchase Agreement (collectively, the "Lease") hereby acknowledges either:

☒ (i) [check if applicable, check only (i) or (ii)] receipt in good condition of all of the Equipment described on Schedule A-1 to this Receipt Certificate/Payment Request as of the following Acceptance Date and hereby confirms that the Equipment has been installed at the following location:

Acceptance Date: _____**Equipment Location:** See Attached Schedule A-1; OR

(ii) [check if applicable] Pursuant to Section 5.2 of the Master Lease, the Lessee confirms it has contracted to purchase the Prepaid For Equipment described in Schedule A-1 to this Receipt Certificate/Payment Request. As setforth in the Master Lease the Prepaid For Equipment may be partially prepaid for or prepaid for in full, and Lessee may request payment requests for the prepayment amount, to be followed by a payment request for the remainder owed under the contract for the Prepaid For Equipment where only a partial prepayment is made.

Contract Date: _____**Anticipated Date of Delivery of Equipment under Contract:** _____ ; also See Attached Schedule A-1.

***** **FINAL REQUEST:** Yes OR No (Please Circle Choice) *****

If this is the **FINAL REQUEST** Lessee hereby confirms that said Equipment together with all other property covered by Receipt Certificates delivered prior to this Receipt Certificate represents all of the Equipment to be subject to the Lease.

☒ 2. Lessee agrees that (a) the undersigned Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.

☒ 3. **AS BETWEEN LESSEE AND LESSOR, LESSEE, if this request is made under 1(i) above, then Lessee AGREES THAT: (a) LESSEE HAS RECEIVED, INSPECTED AND APPROVED ALL OF THE EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS OR CONTRACTS AND ALL APPLICABLE SPECIFICATIONS; (c) LESSEE IRREVOCABLY ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS" WITH ALL FAULTS; AND (d) LESSEE UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO REVOKE ITS ACCEPTANCE OF THE EQUIPMENT. If this request is made under 1(ii), then upon receipt of the Equipment in accordance with the contract with Supplier, Lessee will submit its agreement to Lessor as to the statements set forth above in this Section 3.**

☒ 4. Lessee and Lessor hereby request that the Escrow Agent identified in the above Escrow Agreement pay from the Equipment Acquisition Fund established under the Escrow Agreement to each party designated below as Payee, the amount stated below in payment of all or part of the Purchase Price (as such term is used in the Escrow Agreement) as stated below. Lessee hereby confirms that said amount is due and payable under a purchase order or contract relating to the Equipment described herein and has not formed the basis of any prior request for payment.

Payee #1:				
	Name:			
	Address:			

	Invoice Number:		Date:	
	Amount:	\$		
WIRE INSTRUCTIONS:				
Name of Bank:	<p>[K1]<u>For security reasons, all wiring information of the Lessee or any Supplier related to any payment request to be provided to Lessor securely from the Lessee's County Administrator, Eric M. Dahl. All written wiring instructions must be verbally confirmed by the County Administrator who can be reach at 434-591-1910.</u></p>			
ABA No:				
Account Number:				
Account Name:				

Payee #2:				
	Name:			
	Address:			
	Invoice Number:		Date:	
	Amount:	\$		
WIRE INSTRUCTIONS:				
Name of Bank:				
ABA No:				
Account Number:				
Account Name:				

Payee #3:				
	Name:			
	Address:			
	Invoice Number:		Date:	
	Amount:	\$		
WIRE INSTRUCTIONS:				
Name of Bank:				
ABA No:				
Account Number:				
Account Name:				

1. 5. If this is a Final Request, then this Receipt Certificate/Payment Request shall constitute a Full Funding Notice and if any funds remain in the Equipment Acquisition Fund established pursuant to the Escrow Agreement (including any remaining amount of the Lessor's Deposit and/or any earnings thereon; collectively referred to as the "Escrow Balance"), then Lessee hereby directs Escrow Agent to pay the Escrow Balance as follows: (a) to Lessee if the Escrow Balance is less than \$500.01; and (b) otherwise to Lessor and Lessor is hereby authorized to apply the Escrow Balance as follows: (i) If Escrow Balance is less than interest paid on the Lease during the previous 18 months the Escrow Balance will be reimbursed to the Lessee (ii) if the Escrow Balance is equal to or less than the next Rent Payment due under the Lease, apply the Escrow Balance to said Rent Payment; or (iii) if the Escrow Balance is greater than the next Rent Payment due under the Lease, apply the Escrow Balance as a partial prepayment of principal under the Lease and Lessor is authorized to send a revised Payment Schedule for the Lease that reflects said prepayment.
1. 6. Lessee will confirm wire instructions by telephone (if required by Lessor) by designating an Authorized Contact ("Contact")

for Lessee below. This Contact must be someone who has the requisite knowledge to verify the instructions outlined above AND must be someone other than the authorized signer hereto. Lessee should consider designating more than one Contact to avoid funding delays.

<u>FLUVANNA COUNTY, VIRGINIA</u>		<u>JPMORGAN CHASE BANK, N.A.</u>	
(Lessee)		(Lessor)	
By:		By :	
Title:		Tit le:	<u>Authorized Officer</u>

Contact #1:	
Name:	
Title:	
Direct Telephone:	
General Telephone:	
Contact Signature:	
Contact #2:	
Name:	
Title:	
Direct Telephone:	
General Telephone:	
Contact Signature:	

SCHEDULE A-1

Equipment Description

(This Schedule A-1 is attached to a Receipt Certificate/Payment Request relating to the Lease Schedule.)

Lease No:	Schedule	1000XXXXXX dated February 3, 2022
----------------------	-----------------	--

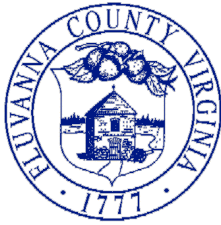
The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location:	

Equipment Description:	

FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING PACKAGE ATTACHMENTS

Incl?	Item
<input checked="" type="checkbox"/>	BOS Contingency Balance Report
<input type="checkbox"/>	Building Inspections Report
<input checked="" type="checkbox"/>	Capital Reserve Balances Memo
<input type="checkbox"/>	CARES Fund Balance Memo
<input type="checkbox"/>	Fluvanna County Bank Balance and Investment Report
<input checked="" type="checkbox"/>	Unassigned Fund Balance Report
<input type="checkbox"/>	VDOT Monthly Report & 2020 Resurfacing List
<input checked="" type="checkbox"/>	ARPA Fund Balance Memo
<input checked="" type="checkbox"/>	American Rescue Plan Act - Fact Sheet
<input checked="" type="checkbox"/>	American Rescue Plan Act - FAQs
<input type="checkbox"/>	



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2022-02-02 p.191/248

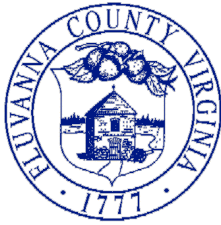
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 02, 2022
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 BOS Contingency Balance

The FY22 BOS Contingency line balance is as follows:

Beginning Original Budget:	\$163,898
Less: Compensation Study – 11.17.21	-\$37,000
Less: Blue Ridge Cigarette Tax Board Startup Cost – 11.17.21	-\$17,218
Less: Tyler Technologies, Inc. Merchant Services Contract – 01.12.22	-1,368
Available:	\$108,312



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2022-02-02 p.193/248
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 02, 2022
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: FY22 Capital Reserve Balances

The FY22 Capital Reserve account balances are as follows:

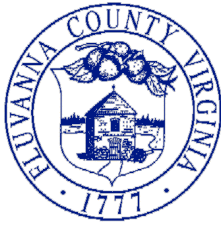
County Capital Reserve:

FY21 Carryover	\$387,085
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$587,085
Add: Closed CRM Project – 06/30/2021	\$155
Less: Courts Building Sally Port Door – 08.04.21	-\$7,185
Less: Courts Building Replacement of Leaking Water Lines 09.01.21	-17,418
Less: Pleasant Grove House HVAC Replacement 09.01.21	-6,975
Less: Bobcat Skid Steer Repairs 10.20.21	-6,443
FY22 Available:	\$549,219

Schools Capital Reserve:

FY21 Carryover	\$330,159
FY22 Budget Allocation:	\$200,000
Total FY22 Budget:	\$530,159
Add: Closed CRM Project – 06/30/2021	\$1,096
Less: FCHS HVAC Chiller Descaling and Cleaning 09.15.21	-27,700
Less: FMS Repair Leaking Flush Panels 11.03.21	-64,700

Less: Central and West Central Elementary Sidewalk Repair 11.03.21	-15,000
FY22 Available:	\$423,855



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

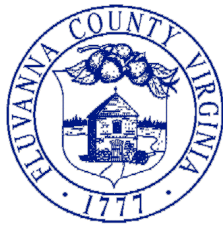
BOS2022-02-02 p.195/248

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

MEMORANDUM

Date: February 02, 2022
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: ARPA Fund Balance

ARPA Fund Total Appropriation: \$5,296,878 – 50% received	\$2,648,439
Less: FUMA Wastewater Treatment Plant Evaluation 08.04.21	-\$39,870
Less: FUSD Morris and Omohundro Well Rehabilitation 09.01.21	-290,250
Less: Sheriff's Office Hazard Pay One-Time Bonus 10.06.21	-48,443
Less: E911 – Hazard Pay One-Time Bonus 10.06.21	-16,995
Less: Premium Pay – Staff One-Time Bonus 12.15.21	-162,750
Current ARPA Fund Balance	\$2,090,131



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS2022-02-02 p.197/248
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 02, 2022
From: Tori Melton – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY21 Year End Audited Total Unassigned Fund Balance:	\$24,035,309
Unassigned Fund Balance – 12% Target Per Policy:	\$9,959,654
Unassigned Fund Balance – Excess Above Policy Target:	\$14,075,655
Less: FY22 Sheriff's Office Recruitment, Retention, and Compression Wage Adjustment - 10.06.21	-\$240,000
Less: FY21-22 County Carryover Request – 12.01.21	-\$87,074
Current Unassigned Fund Balance – Excess Above Policy Target:	\$13,835,655

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cities	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury's Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- | | |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JULY 19, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Question added 6/24/21: 2.21 (noted with “[6/24]”)

Questions added 7/14/21: 1.8, 3.14, 3.15, 4.9, 4.10, 4.11, 4.12, 6.13, 6.14, 6.15, 6.16, 6.17, 10.3 updated (noted with “[7/14]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?¹

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.

The second payment will include a Tribal government's pro rata share of the Employment Allocation. There is a \$1,000,000 minimum employment allocation for Tribal governments. In late-June, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. To receive an Employment Allocation, including the minimum employment allocation, Tribal governments must confirm employment numbers by July

¹ The answer to this question was updated on July 19, 2021.

23, 2021. Treasury will calculate employment allocations for those Tribal governments that confirmed or submitted amended employment numbers by the deadline. In August, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

1.8. Can non-profit or private organizations receive funds? If so, how? [7/14]

Yes. Under section 602(c)(3) of the Social Security Act, a State, territory, or Tribal government may transfer funds to a “private nonprofit organization . . . , a Tribal organization . . . , a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government.” Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations). The Interim Final Rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive, and recipients may transfer funds to constituent units of government or private entities beyond those

specified in the statute. A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be considered to be a subrecipient and will be expected to comply with all subrecipient reporting requirements.

The ARPA does not authorize Treasury to provide CSFRF/CLFRF funds directly to non-profit or private organizations. Thus, non-profit or private organizations should seek funds from CSFRF/CLFRF recipient(s) in their jurisdiction (e.g., a State, local, territorial, or Tribal government).

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an

approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay “back to work incentives” (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should

maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee’s time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker’s occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government’s level of pre-pandemic employment. “Public sector staff” would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that “assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.” Are recipients

required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, “In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic.” This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or -moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas

identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public

health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government's ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.
- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

2.21. Can funds be used for eviction prevention efforts or housing stability services? [6/24]

Yes. Responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance [and] counseling and legal aid to prevent eviction or homelessness.” This includes housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of

domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that supports their ability to access or maintain housing.

This also includes legal aid such as legal services or attorney's fees related to eviction proceedings and maintaining housing stability, court-based eviction prevention or eviction diversion programs, and other legal services that help households maintain or obtain housing.

Recipients may transfer funds to, or execute grants or contracts with, court systems, non-profits, and a wide range of other organizations to implement these strategies.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID- 19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau’s Annual Survey of State and Local Government Finances. According to the Census Bureau’s [Government Finance and Employment Classification manual](#), the following is an example of current charges that would be included in a state or local government’s general revenue from own sources: “Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities.”

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient’s General Revenue equals:

$$\text{Max } \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient’s average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient’s actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule’s definition of “General Revenue,” the recipient may consider the classification and instructions used to complete the Census Bureau’s Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau’s Annual Survey, and the Interim Final Rule’s concept of “General Revenue” includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule’s concept of “General Revenue.”

The Census Bureau’s Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients’ self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the

federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

3.14. What entities constitute a government for the purpose of calculating revenue loss? [7/14]

In determining whether a particular entity is part of a recipient's government for purposes of measuring a recipient's government revenue, recipients should identify all the entities included in their government and the general revenue attributable to these entities on a best-efforts basis. Recipients are encouraged to consider how their administrative structure is organized under state and local statutes. In cases in which the autonomy of certain authorities, commissions, boards, districts, or other entities is not readily distinguishable from the recipient's government, recipients may adopt the Census Bureau's criteria for judging whether an entity is independent from, or a constituent of, a given government. For an entity to be independent, it generally meets all four of the following conditions:

- The entity is an organized entity and possesses corporate powers, such as perpetual succession, the right to sue and be sued, having a name, the ability to make contracts, and the ability to acquire and dispose of property.
- The entity has governmental character, meaning that it provides public services, or wields authority through a popularly elected governing body or officers appointed by public officials. A high degree of responsibility to the public, demonstrated by public reporting requirements or by accessibility of records for public inspection, also evidences governmental character.
- The entity has substantial fiscal independence, meaning it can determine its budget without review and modification by other governments. For instance, the entity can determine its own taxes, charges, and debt issuance without another government's supervision.
- The entity has substantial administrative independence, meaning it has a popularly elected governing body, or has a governing body representing two or more governments, or, in the event its governing body is appointed by another government, the entity performs functions that are essentially different from those of, and are not subject to specification by, its creating government.

If an entity does not meet all four of these conditions, a recipient may classify the entity as part of the recipient's government and assign the portion of General Revenue that corresponds to the entity.

To further assist recipients in applying the forgoing criteria, recipients may refer to the Census Bureau's [*Individual State Descriptions: 2017 Census of Governments*](#) publication, which lists specific entities and classes of entities classified as either independent (defined by Census as "special purpose governments") or constituent (defined by Census as "dependent agencies") on a state-by-state basis. Recipients should note that the Census Bureau's lists are not exhaustive and that Census classifications are based on an analysis of state and local statutes as of 2017 and subject to the Census Bureau's judgement. Though not included in the Census Bureau's publication, state

colleges and universities are generally classified as dependent agencies of state governments by the Census Bureau.

If an entity is determined to be part of the recipient's government, the recipient must also determine whether the entity's revenue is covered by the Interim Final Rule's definition of "general revenue." For example, some cash flows may be outside the definition of "general revenue." In addition, note that the definition of general revenue includes Tribal enterprises in the case of Tribal governments. Refer to FAQ 3.1 (and the Appendix) for the components included in General Revenue.

3.15. The Interim Final Rule's definition of General Revenue excludes revenue generated by utilities. Can you please clarify the definition of utility revenue? [7/14]

As noted in FAQs 3.1 and 3.9, the Interim Final Rule adopts a definition of "general revenue" that is based on, but not identical to, the Census Bureau's concept of "General Revenue from Own Sources" in the Annual Survey of State and Local Government Finances. Recipients should refer to the definition of "general revenue" included in the Interim Final Rule. See 31 CFR 35.3. If a recipient is unsure whether a particular revenue source is included in the Interim Final Rule's definition of "general revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

According to the Census Bureau's [Government Finance and Employment Classification manual](#), utility revenue is defined as "[g]ross receipts from sale of utility commodities or services to the public or other governments by publicly-owned and controlled utilities." This includes revenue from operations of publicly-owned and controlled water supply systems, electric power systems, gas supply systems, and public mass transit systems (see pages 4-45 and 4-46 of the manual for more detail).

Except for these four types of utilities, revenues from all commercial-type activities of a recipient's government (e.g., airports, educational institutions, lotteries, public hospitals, public housing, parking facilities, port facilities, sewer or solid waste systems, and toll roads and bridges) are covered by the Interim Final Rule's definition of "general revenue." If a recipient is unsure whether a particular entity performing one of these commercial-type activities can be considered part of the recipient's government, please see FAQ 3.14.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds

and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs. Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim

Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury’s Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds (“Funds”) under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to “respond to” this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels.

Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.

- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:

- Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with

- wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
- Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

4.9. May recipients pool funds for regional projects? [7/14]

Yes, provided that the project is itself an eligible use of funds and that recipients can track the use of funds in line with the reporting and compliance requirements of the CSFRF/CLFRF. In general, when pooling funds for regional projects, recipients may expend funds directly on the project or transfer funds to another government that is undertaking the project on behalf of multiple recipients. To the extent recipients undertake regional projects via transfer to another government, recipients would need to comply with the rules on transfers specified in the Interim Final Rule, Section V. A recipient may transfer funds to a government outside its boundaries (e.g., county transfers to a neighboring county), provided that the recipient can document that its jurisdiction receives a benefit proportionate to the amount contributed.

4.10. May recipients fund a project with both ARP funds and other sources of funding (e.g., blending, braiding, or other pairing funding sources), including in conjunction with financing provided through a debt issuance? [7/14]

Cost sharing or matching funds are not required under CSFRF/CLFRF. Funds may be used in conjunction with other funding sources, provided that the costs are eligible costs under each source program and are compliant with all other related statutory and regulatory requirements and policies. The recipient must comply with applicable reporting requirements for all sources of funds supporting the CSFRF/CLFRF projects, and with any requirements and restrictions on the use of funds from the supplemental funding sources and the CSFRF/CLFRF program. Specifically,

- All funds provided under the CSFRF/CLFRF program must be used for projects, investments, or services that are eligible under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. See 31 CFR 35.6-8; FAQ 4.6. CSFRF/CLFRF funds may not be used to fund an activity that is not, in its entirety, an eligible use under the CSFRF/CLFRF statute, Treasury's Interim Final Rule, and guidance. For example,
 - CSFRF/CLFRF funds may be used in conjunction with other sources of funds to make an investment in water infrastructure, which is eligible under the CSLFRF statute, and Treasury's Interim Final Rule.
 - CSFRF/CLFRF funds could not be used to fund the entirety of a water infrastructure project that was partially, although not entirely, an eligible use under Treasury's Interim Final Rule. However, the recipient could use CSFRF/CLFRF funds only for a smaller component project that does

constitute an eligible use, while using other funds for the remaining portions of the larger planned water infrastructure project that do not constitute an eligible use. In this case, the “project” under this program would be only the eligible use component of the larger project.

- In addition, because CSFRF/CLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026, recipients must be able to, at a minimum, determine and report to Treasury on the amount of CSFRF/CLFRF funds obligated and expended and when such funds were obligated and expended.

**4.11. May Coronavirus State and Local Fiscal Recovery Funds be used to make loans or other extensions of credit (“loans”), including loans to small businesses and loans to finance necessary investments in water, sewer, and broadband infrastructure?
[7/14]**

Yes. Coronavirus State and Local Fiscal Recovery Funds (“Funds”) may be used to make loans, provided that the loan is an eligible use and the cost of the loan is tracked and reported in accordance with the points below. See 31 CFR 35.6. For example, a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make loans to small businesses. See 31 CFR 35.6(b)(6). In addition, a recipient may use Funds to finance a necessary investment in water, sewer or broadband, as described in the Interim Final Rule. See 31 CFR 35.6(e).

Funds must be used to cover “costs incurred” by the recipient between March 3, 2021, and December 31, 2024, and Funds must be expended by December 31, 2026. See Section III.D of the Interim Final Rule; 31 CFR 35.5. Accordingly, recipients must be able to determine the amount of Funds used to make a loan.

- For loans that mature or are forgiven on or before December 31, 2026, the recipient must account for the use of funds on a cash flow basis, consistent with the approach to loans taken in the Coronavirus Relief Fund.
 - Recipients may use Fiscal Recovery Funds to fund the principal of the loan and in that case must track repayment of principal and interest (i.e., “program income,” as defined under 2 CFR 200).
 - When the loan is made, recipients must report the principal of the loan as an expense.
 - Repayment of principal may be re-used only for eligible uses, and subject to restrictions on timing of use of funds. Interest payments received prior to the end of the period of performance will be considered an addition to the total award and may be used for any purpose that is an eligible use of funds under the statute and IFR. Recipients are not subject to restrictions under 2 CFR 200.307(e)(1) with respect to such payments.
- For loans with maturities longer than December 31, 2026, the recipient may use Fiscal Recovery Funds for only the projected cost of the loan. Recipients may estimate the subsidy cost of the loan, which equals the expected cash flows associated

with the loan discounted at the recipient's cost of funding. A recipient's cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the recipient or (ii) recently issued by a unit of state, local, or Tribal government similar to the recipient. Recipients that have adopted the Current Expected Credit Loss (CECL) standard may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. Recipients may measure projected losses either once, at the time the loan is extended, or annually over the covered period.

Under either approach for measuring the amount of funds used to make loans with maturities longer than December 31, 2026, recipients would not be subject to restrictions under 2 CFR 200.307(e)(1) and need not separately track repayment of principal or interest.

Any contribution of Fiscal Recovery Funds to a revolving loan fund must follow the approach described above for loans with maturities longer than December 31, 2026. In other words, a recipient could contribute Fiscal Recovery Funds to a revolving loan fund, provided that the revolving loan fund makes loans that are eligible uses and the Fiscal Recovery Funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

4.12. May funds be used for outreach to increase uptake of federal assistance like the Child Tax Credit or federal programs like SNAP? [7/14]

Yes. Eligible uses to address negative economic impacts include work “to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.” See 31 CFR 35.6(b)(10). Of note, per the CSFRF/CLFRF [Reporting Guidance](#), allowable use of funds for evaluations may also include other types of program evaluations focused on program improvement and evidence building. In addition, recipients may use funds to facilitate access to health and social services in populations and communities disproportionately impacted by the COVID-19 pandemic, including benefits navigators or marketing efforts to increase consumer uptake of federal tax credits, benefits, or assistance programs that respond to negative economic impacts of the pandemic. See 31 CFR 35.6(b)(12).

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water

conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA [Drinking Water](#) and [Clean Water](#) State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current

wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF [allows](#) for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF [allows](#) for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

6.13. May State and Local Fiscal Recovery Funds be used to support energy or electrification infrastructure that would be used to power new water treatment plants and wastewater systems? [7/14]

The EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#) describes eligible energy-related projects. This includes a "[p]ro rata share of capital costs of offsite clean energy facilities that provide power to a treatment works." Thus, State and Local Fiscal Recovery Funds may be used to finance the generation and delivery of clean power to a wastewater system or a water treatment plant on a pro-rata basis. If the wastewater system or water treatment plant is the sole user of the clean energy, the full cost would be considered an eligible use of funds. If the clean energy provider provides power to other entities, only the proportionate share used by the water treatment plant or wastewater system would be an eligible use of State and Local Fiscal Recovery Funds.

6.14. How should states and local governments assess whether a stormwater management project, such as a culvert replacement, is an eligible project for State and Local Fiscal Recovery Funds? [7/14]

FAQ 6.7 describes the overall approach that recipients may take to evaluate the eligibility of water or sewer projects. For stormwater management projects specifically, as noted in the EPA's [Overview of Clean Water State Revolving Fund Eligibilities](#), "Stormwater projects must have a water quality benefit." Thus, to be eligible under CSFRF/CLFRF, stormwater management projects should be designed to incorporate water quality benefits consistent with the goals of the Clean Water Act. [Summary of the Clean Water Act.](#)

6.15. May recipients use Funds for road repairs and upgrades that occur in connection with an eligible water or sewer project? [7/14]

Yes, recipients may use State and Local Fiscal Recovery Funds for road repairs and upgrades directly related to an eligible water or sewer project. For example, a recipient could use Funds to repair or re-pave a road following eligible sewer repair work beneath it. However, use of Funds for general infrastructure projects is subject to the limitations described in FAQ 4.2. Water and sewer infrastructure projects are often a single component of a broader transportation infrastructure project, for example, the implementation of stormwater infrastructure to meet Clean Water Act established water quality standards. In this example, the components of the infrastructure project that interact directly with the stormwater infrastructure project may be funded by Fiscal Recovery Funds.

6.16. May Funds be used to build or upgrade broadband connections to schools or libraries? [7/14]

As outlined in the IFR, recipients may use Fiscal Recovery Funds to invest in broadband infrastructure that, wherever it is practicable to do so, is designed to deliver service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Treasury interprets “businesses” in this context broadly to include non-residential users of broadband, including private businesses and institutions that serve the public, such as schools, libraries, healthcare facilities, and public safety organizations.

6.17. Are eligible infrastructure projects subject to the Davis-Bacon Act? [7/14]

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with award funds from the CSFRF/CLFRF program, except for CSFRF/CLFRF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds (CSFRF/CLFRF funds or otherwise) to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when CSFRF/CLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”) may apply to projects. Please refer to FAQ 4.10 concerning projects funded with both CSFRF/CLFRF funds and other sources of funding.

Treasury has indicated in its Interim Final Rule that it is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects, but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

Treasury has also indicated in its reporting guidance that recipients will need to provide documentation of wages and labor standards for infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as “baby Davis-Bacon Acts”) and subject to a project labor agreement. Please refer to the Reporting and Compliance Guidance, page 21, for more detailed information on the reporting requirement.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury's regulations implementing those sections, and Treasury's guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000

residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on beta.SAM.gov.

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on usaspending.gov, or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID–19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27, updated 7/14]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury’s implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)–(9) to maintain balances in an interest-bearing account and remit payments to Treasury. Moreover, interest earned on CSFRF/CLFRF payments is not subject to program restrictions. Finally, States may retain interest on payments made by Treasury to the State for distribution to NEUs that is earned before funds are distributed to NEUs, provided that the State adheres to the statutory requirements and Treasury’s guidance regarding the distribution of funds to NEUs. Such interest is also not subject to program restrictions.

Among other things, States and other recipients may use earned income to defray the administrative expenses of the program, including with respect to NEUs.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

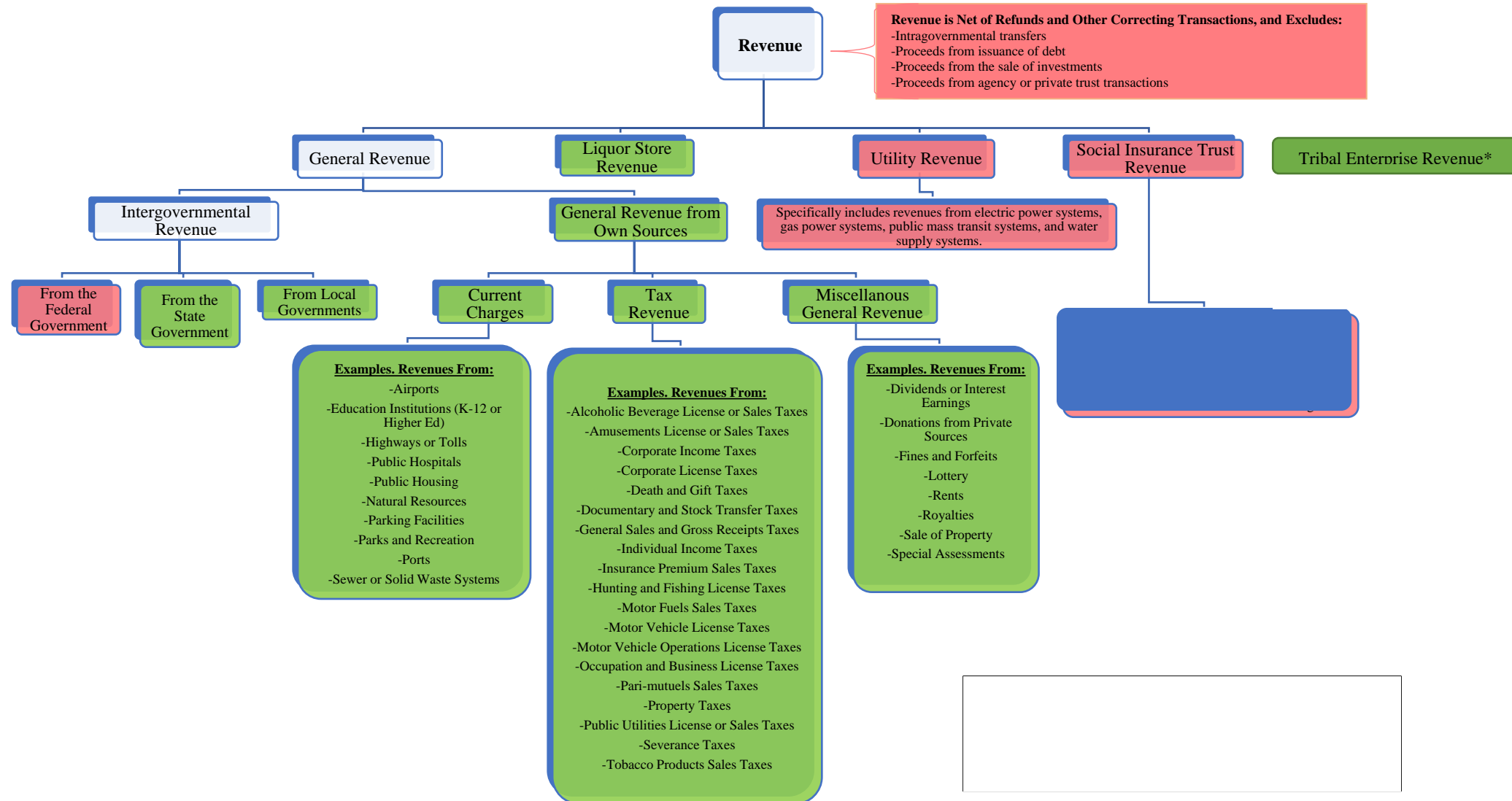
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: [U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006](#); [Annual Survey of State and Local Government Finances](#)