



FLUVANNA COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building
June 21, 2017 - 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

- K SUP 17:01 - Education Transformation Centre—James Newman, Planner
- L SUP 17:02 - R15 Fluvanna 11B LLC—Brad Robinson, Senior Planner
- M ZTA 17:01 - Sign Ordinance—James Newman, Planner
- Mc ZTA 17:02 - PUD Ordinance—James Newman, Planner
- N ZTA 17:04 - Industrial General Ordinance—James Newman, Planner

7 – ACTION MATTERS

- O Banking Services—Cyndi Toler, Purchasing Officer
- P FY18 County Attorney Compensation Agreement – Steven M. Nichols, County Administrator
- Q BOS Contingency Transfer - County Attorney— Eric Dahl, Deputy County Administrator / Director of Finance & Martin Brookhart, Management Analyst
- R Burn Building Grant Proposal – Cheryl Elliott, Emergency Services Coordinator
- S Personnel Policy Revision, E.3 - Exempt Service – Gail Parrish, Human Resources Manager
- T Appointment/Reappointment – Planning Commission, Fork Union District—Steven M. Nichols, County Administrator
- U Appointment/Reappointment – JABA Advisory Council—Steven M. Nichols, County Administrator
- V Appointment/Reappointment - Agricultural/Forestral District Advisory Council—Steven M. Nichols, County Administrator
- W Appointment/Reappointment – Social Services Board—Steven M. Nichols, County Administrator
- XYZ Appointment/Reappointment – Library Board of Trustees—Steven M. Nichols, County Administrator
- A VRA Financing Resolution—Eric Dahl, Deputy County Administrator / Director of Finance & Martin Brookhart, Management Analyst
- B Ratify Advertisement for VRA Bond Public Hearing – Eric Dahl, Deputy County Administrator / Director of Finance

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

None

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9 – CONSENT AGENDA

- C Minutes of June 6, 2017—Kelly Belanger Harris, Clerk to the Board
- D CRMF - FCPS Central Elementary Unexpected Repairs—Ed Breslauer
- E FY17 Department of Social Services Share of the Cost Allocation Funds—Martin Brookhart, Management Analyst
- F Staff Performance Bonuses (Treasurer’s Office) – Linda Lenherr, Treasurer
- G Accounts Payable Report, May 2017—Eric Dahl, DCA/Finance Director

10 – UNFINISHED BUSINESS

TBD

11 – NEW BUSINESS

TBD

12 – PUBLIC COMMENTS #2 (5 minutes each)

13 – CLOSED MEETING

TBD

14 – ADJOURN



Digitally signed by Steven M.
Nichols
Date: 2017.06.15 09:56:19
-04'00'

County Administrator Review

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*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.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

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

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COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2017-06-21 p.5/540
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

2016-2017 STRATEGIC INITIATIVES AND ACTIONS

Strategic Initiative A -- SERVICE DELIVERY

- A1** - Create a local Broadband Task Force to: assess our current status county-wide, determine our gaps and needs, develop alternatives and options for improvement, and to identify potential funding sources for broadband expansion.
- A2** - Perform Process Improvement Review of Planning and Zoning Processes.
- A3** - Perform Process Improvement Review of Building Inspection Processes.
- A4** - Implement credit card payment option for citizen at all County funds collection points through MUNIS Cashiering process.
- A5** - Update, format, and improve web-accessibility of all County Personnel Policies.
- A6** - Create Fluvanna County Data Website Dashboard with key metrics.
- A7** - Perform a comprehensive review and update of all ordinances, rules, policies, and practices relating to junk cars, trash and litter, waste tires, condemnation of structures, etc.
- A8** - Create an improved system for managing and tracking of SUPs and Subdivisions (Bond status, project status, etc.).

Strategic Initiative B -- COMMUNICATION

- B1** - Create a Community Impact Awards Program.
- B2** - Hold an Elected Official Breakfast for our State Representatives in Spring 2016
- B3** - Collect and analyze the results of the local Business Climate Survey.
- B4** - Hold a Local Business Forum - Subtitle: "The Future of Fluvanna's 250 Corridor"
- B5** - Create a local Business Support Action Plan.
- B6** - Assess options to communicate more efficiently, effectively, and economically with Fluvanna residents.
- B7** - Expand County Website to receive, answer, and post questions from residents.
- B8** - Improve communication and collaboration with the School Board to improve understanding of school system funding needs and better plan future budgets.
- B9** - Create a brief, easy to understand tax impact message showing Fluvanna advantages for both residential and business.

Strategic Initiative C -- PROJECT MANAGEMENT

- C1** - Investigate the use of Technology or other types of Overlay Zones for the Zion Crossroads Community Planning Area to support economic development aims.
- C2** - Create a County-wide overlay map showing utilities and other key features that support business growth and development.
- C3** - Investigate all options for GIS system delivery and management to support needs of all County departments.
- C4** - Develop and adopt a Fluvanna County Master Water and Sewer Service Plan and implementation schedule.
- C5** - Successfully oversee and manage Fluvanna County aspects of the James River Water project.

- C6** - Finalize locations and fund installation of Fire Hydrants in the Columbia District along the route of the Louisa County Water Authority raw water pipeline.
- C7** - Successfully oversee and manage the design and construction of the Zion Crossroads water and sewer system.
- C8** - Successfully oversee and manage the County's E911 Emergency Communications System Project.
- C9** - Proceed with the Pleasant Grove Farm Museum design.
- C10** - Investigate opportunities and options for a Palmyra Village Streetscape project to improve safety, parking, walkability, and overall appearance.

Strategic Initiative D -- ECONOMIC DEVELOPMENT AND TOURISM

- D1** - Create EDTAC - Economic Development and Tourism Advisory Council.
- D2** - Plan for Fluvanna County activities to celebrate the Virginia Business Appreciation Month in May 2016.
- D3** - Draft and adopt a formal County-wide economic development and tourism strategy inclusive of an implementation schedule.
- D4** - Create separate Tourism and Business information pages for the County website.
- D5** - Create a Fluvanna County "triangle" tourism brochure describing a Monticello, Pleasant Grove House & Museum, Old Stone Jail, Historic Courthouse, and Montpelier history and tourism route.
- D6** - Create a "Faces and Places of Fluvanna" Poster and Rack Card to market Fluvanna County as a destination for tourism and recreational activities.
- D7** - Create a "New Residents Guide" package for distribution to local Real Estate agents.
- D8** - Develop a "This is Fluvanna County" video message to be shared with county citizens and businesses as well as use with county economic development initiatives.
- D9** - Investigate and pursue with State offices the installation of select Boat Ramps along the Rivanna and James Rivers to support additional recreational and tourism opportunities.
- D10** - Investigate opportunities for park expansion or Rivanna River access points to support expanded recreational activities in Fluvanna (e.g., Crofton Park, LMOA river access areas, Town of Columbia flood plain/potential park, etc.).
- D11** - Support local businesses and entrepreneurs by establishing a focused business appreciation and expansion program.

Strategic Initiative E -- FINANCIAL STEWARDSHIP AND EFFICIENCY

- E1** - Identify all sources of revenue the county can use to finance local government programs and services and determine which sources Fluvanna County should utilize.
- E2** - Investigate creation of a "Capital Depreciation Fund" that would be funded within the tax rate each fiscal year to save for future capital needs.
- E3** - Update, format, and improve web-accessibility of all County Financial Policies.
- E4** - Review, update, and approve new Fluvanna County Proffer Guidelines.
- E5** - Reduce the County's reliance on creating and mailing paper checks for payments and to implement ACH/EFT transaction options.
- E6** - Research and provide samples of Monthly Treasurer Report options and formats so that the Board can decide what they would like to see on a recurrent basis (e.g., what reports are provided in other counties?). Create report for inclusion in Board package each month, as well as a quarterly in-person briefing on the data.

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

TAB K

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	SUP 17:01 – Education Transformation Centre				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] SUP 17:01 a request to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1, subject to the six (6) conditions listed in the staff report.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	At its meeting on June 13, 2017, the Planning Commission recommended approval of SUP 17:01 (3-0); Mr. Zimmer moved to approve and Mr. Johnson seconded. AYES: Bibb, , Zimmer, Johnson. ABSENT: Gaines, Lagomarsino.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1				
FISCAL IMPACT:	-				
POLICY IMPACT:	<p>The Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve this request, allowing the establishment of a contractor’s storage yard; OR • Deny this request, preventing the establishment of a contractor’s storage yard; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of proposed educational facility in accordance with Chapter 22, Article 9 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only). Application was received on April 26, 2017. Planning Commission reviewed the request on June 13, 2017 and recommended Approval.</p>				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 17:01
Tax Map: Tax Map 18, Section 10, Parcel B

From: James Newman
District: Palmyra
Date: June 21, 2017

- General Information:** This request is to be heard by the Board of Supervisors on Wednesday June 21, 2017 at 7:00 pm in the Circuit Court Room in the Courts Building.
- Owner/Applicant:** Owner is CJPC LTD. Applicant is Education Transformation Centre.
- Representative:** Peggy Johnson
- Requested Action:** A special use permit to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1. (Attachment A)
- Location:** The property is located approximately 260 ft east of the intersection of Rebecca Drive and Toby Way, off of South Boston Road (State Route 600). The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area.
- Existing Zoning:** B-1, Business General (Attachment B)
- Existing Land Use:** Vacant former school building
- Planning Area:** Rivanna Community Planning Area
- Adjacent Land Use:** Adjacent properties are zoned A-1 (Agricultural General), R-3 (Residential Planned Community), and B-1 (Business General)
- Zoning History:** ZMP 07:09, to amend the Fluvanna County Zoning Map with respect to approximately 2.93 acres of Tax Map 18, Section A, Parcel 55, and Tax Map 18, Section 10, Parcel 1 to rezone the same from R-3, Residential, Planned Community to B-1, Business, General. No proffers or conditions. Planning Commission recommended approval unanimously on Sept. 26, 2007. Heard by Board of Supervisors October 17, 2007, and unanimously approved. (Attachment C)

Overview

A special Use Permit for an educational facility. Program would have 10 staff members and no more than 30 students. Students would be high school students at risk of dropping out and recommended to this program by their local Social Services Department; this would be a 6 week course, after which students would return to their regular schools.

Neighborhood Meeting:

Neighborhood meeting was held May 10, 2017. There were no attendees.

Planning Commission

This item was heard by the Planning Commission on June 13, 2017. There were no public comments. Mr. Zimmer inquired as to whether or not the site had an existing SUP for an education facility; Staff could not find any evidence for that, and the ordinance has changed since the ABC Preschool had been setup. Mr. Johnson wanted to know if the Planning Department had heard from any members of the public regarding the SUP; Staff has not received any comments from the public.

Mr. Zimmer moved to **approve**, and was seconded by Mr. Johnson. AYES: Bibb, Zimmer, Johnson. ABSENT: Mr. Gaines and Mr. Lagomarsino.

Technical Review Committee:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 11, 2017:

1. Planning staff wanted to know how many staff and students would be present. Applicant responded that there would be approx. 10 staff members and no more than 30 students. Planning staff wanted to know hours of operation. Hours were to be approx. 8am-3pm.
2. Fire Chief told applicant to make sure that fire alarms and sprinklers were up-to-date and maintained. Fire Chief also asked that a person acting as key holder be nearby in case the Fire Dept. had to enter the building or if a false alarm went off.
3. Erosion and Sediment Control had no comments
4. Building Official had no comments. The applicant asked about the status of the existing kitchen and if it was properly permitted, and Building Official asked applicant to contact him about permitting history and what permits might be required.
5. VDOT: The proposed sketch plan for the Education Transformation Center shows a floor plan that utilizes the existing building that once housed the ABC Preschool. The existing building is part of the commercial development that VDOT previously approved in the early 2000's under the name of Piedmont Village. The old ABC Preschool building will not be expanded and its previous use is not being changed. The building already has

access to Rte. 600 (South Boston Road) by way of Joshua Lane and Rte. 1037 (Abby Road) by way of Rebecca Drive through existing VDOT approved commercial entrances. VDOT does not object to this proposal.

6. Health Department had no comments as project has public water and sewage services.
7. The Chamber of Commerce has no comments.

The TRC letter can be found as Attachment D.

Comprehensive Plan:

“Surrounding growth should be a mixture of uses and residential dwelling types that serve a variety of incomes. Neighborhood mixed-use is needed to help offset the volume of single-family residential development in this community. Additional services and infrastructure are needed to accommodate more growth...Medium and small commercial uses, along with office, civic, and residential uses, combine to form a series of neotraditional developments that are interconnected with surrounding development. Commercial and office structures do not exceed four stories...”
Page 51, 2015 Comprehensive Plan.

Analysis:

A request for a special use permit to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1. The property is zoned B-1 Business General, and is located approximately 260 ft east of the intersection of Rebecca Drive and Toby Way, off of South Boston Road (State Route 600). The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area.

The proposed use is to take place in an existing structure that used to be an educational facility. Some work will be done to reconfigure the inside of the structure to better meet the needs of the applicant; this would be dealt with through the normal process via the Building Dept.

There would be 13 staff members and no more than 30 students, with hours of operation being 6 am - 5 pm, while custodial hours will be from 6 am to 8 pm.

Conclusion:

This Special Use Permit request appears to meet the intent of the Comprehensive Plan in that the proposed rezoning may contribute to Rivanna Community Planning Area as *“Medium and small commercial uses, along with office, civic, and residential uses, combine to form a series of neotraditional developments that are interconnected with surrounding development. Commercial and office structures do not exceed four stories...”* (Comprehensive Plan pg. 51).

The proposed use has already existed on the site; the applicant will not be adding onto the existing structure but will modify the interior. The proposed use is meant to serve at-risk youth, thus providing a community service.

In addition to conformance with the Comprehensive Plan, the Planning Commission may want to consider any potential adverse impacts, such as traffic entering and exiting the property.

Conditions

- 1) Prior to further development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance, must be submitted for review and approval;
- 2) Meeting all VDOT and Health Department requirements.
- 3) Hours of operation are to be limited to: 6am - 5pm. Custodial hours are from 6am - 8pm.
- 4) Any lighting will not be directed toward adjacent properties and will be limited in nature.
- 5) All screening shall be maintained in a condition acceptable to the County;
- 6) The Board of Supervisors, or representative, reserves the right to inspect the business for compliance with these conditions at any time.

Suggested Motion:

I move that the Board of Supervisors [approve/deny/defer] SUP 17:01 a request to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1, subject to the six (6) conditions listed in the staff report.

Attachments:

- A – Application and APO Letter
- B – Aerial Vicinity Map
- C – Prior Zoning History – ZMP 07:09
- D – TRC comment letter

Copy: File

Applicant: Dolores Carr via email to tlcpub@aol.com

Attachment A



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

Owner of Record: Cjpc, LTD **Applicant of Record:** Education Transformation Centre
 E911 Address: 1015 East Market Sr. Charlottesville, VA 22902 E911 Address: P.O. Box 7203
 Phone: 434-296-1116 Fax: 434-296-7771 Phone: 434-974-6411 Fax: NA
 Email: NA Email: www.etccville.org

Representative: Peggy Johnson
 E911 Address: Same As Above
 Phone: _____ Fax: _____
 Email: _____

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

Is property in Agricultural Forestal District? No Yes
 If Yes, what district: _____

Tax Map and Parcel(s): 18 10 1 db **Deed Book Reference:** 778/48
Acreeage: 778-48 Ac.74 **Zoning:** B-1 **Deed Restrictions?** No Yes (Attach copy)

Request for a SUP in order to: open private school **Proposed use of Property:** private high school for high need students
 *Two copies of a plan must be submitted, showing size and location of the lot, dimensions and location of the proposed building, structure or proposed use, and the dimensions and location of the existing structures on the lot.

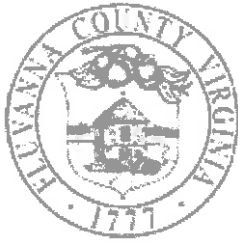
By signing this application, the undersigned owner/applicant authorizes entry onto the property by County Employees, the Planning Commission, and the board of Supervisors during the normal discharge of their duties in regard to this request and acknowledges that county employees will make regular inspections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

Date: 4/25/17 Signature of Owner/Applicant: Dolores Carr
 Subscribed and sworn to before me this 25 day of April, 2017
 Notary Public: Lisa Ann Searcy Register # 7692418
 My commission expires: 10/31/2020
 Certification: Date: June 27, 2016
 Zoning Administrator: Fluvanna County Ms. Carr @ 434 882 0477

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

OFFICE USE ONLY			
Date Received: <u>4/26/17</u>	Pre-Application Meeting:	PH Sign Deposit Received: <u>4/26/17 90.00</u>	Application #: SUP <u>17</u> : <u>001</u>
\$800.00 fee plus mailing costs paid: <u>800.00 4/26/17</u>		Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail	
Amendment of Condition: \$400.00 fee plus mailing costs paid:			
Telecommunications Tower \$1,500.00 fee plus mailing costs paid:		\$5,500 w/Consultant Review paid:	
Election District: <u>PALMYRA</u>	Planning Area: <u>Rivanna CPA</u>		
Public Hearings			
Planning Commission		Board of Supervisors	
Advertisement Dates:	Advertisement Dates:		
APO Notification:	APO Notification:		
Date of Hearing:	Date of Hearing:		
Decision:	Decision:		

Attachment A



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Public Hearing Sign Deposit

Name: Education Transformation Center

Address: P.O. Box 7203

City: Charlottesville

State: Virginia Zip Code: 22901

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

Dolores Carr
 Applicant Signature

4/25/2017
 Date

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

OFFICE USE ONLY	
Application #: BZA _____ : CPA _____ : SUP <u>(7 : 0)</u> ZMP _____ : ZTA _____ :	
\$90 deposit paid per sign*: <u>4/26/17</u>	Approximate date to be returned:

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

This is an existing building. There are no plans for additions to the existing.

Improvement to be done:

1. Floors (approximately 10,000 sq. feet)
2. Upgrade all facilities to handicap or traditional bathrooms with wall bars.
3. Paint
4. Landscaping
5. Signage

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

The building previously served a daycare. We are requesting to continue the educational use of the facility for the purpose of serving high school students in Fluvanna and surrounding counties. These students may be at risk for academic failure, dropping out of school or having negative encounter with the justice system.

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

The recommended changes will have no negative effects to adjoining building. Student - teacher ratio is 10:1 with para professionals (numbers to be determined) with a maximum of 30 students every six weeks, so students remain highly supervised. The current building design allows for a bathroom in each classroom, in addition to water, therefore students have no reason to leave their designated area unless escorted by an administrator, teacher or para professional. This reduces the possibility of negative encounter and students can remain focused. A very rigorous curriculum does not allow for down time, which is when most classroom disruption occur.

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

Currently, the existing building has been unoccupied for two years. With the building becoming occupied it will bring additional income to the Fluvanna County from employees, family members, friends, students, neighboring counties when they visit and make purchases via, food, gas and other retail opportunities, therefore causing an increase in revenue for the county.

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

Education Transformation Centre (ETC) six weeks "short term - high impact alternative education course is designed for teens, to increase student achievement, graduation rates, eliminate or reduce excessive anti-social behaviors and negative encounters with the justice system. This is accomplished by teaching anger management, conflict resolution, decision making, passion identification, business and table etiquette, goal writing, workplace readiness, providing education and career options, individual and group counseling. We endeavor to create and atmosphere of "relaxed alertness" an atmosphere for learning, where there is a combination of high challenge and high expectations in a low threat learning community and a state of mind that combines confidence, competence and intrinsic motivation (Cainlearning.com)

Meetings for the processing of the application

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

Actions

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

Property Information - Tax Map# 18 10 1 - Account# 0

Property Owner:
Cjpc, Ltd

Owners Address:
1015 East Market St
Charlottesville, Va 22902

Legal Description:
Db 778-48
Ac .74
"piedmont Village"

[View Sketch](#)
(Building 1)

Zoned:
B-1

Total Land Area:
.74Acres

Assessment Values:

<u>Building 1</u>	952,900
<u>Other Improvements:</u>	23,000
<u>Land Value:</u>	75,000
Total Value:	1,050,900

Physical Location:
64 Toby Way
Palmyra, Va 22963

All Values Rounded to nearest 100

Magisterial District:
Cunningham

Sales Information - Tax Map# 18 10 1

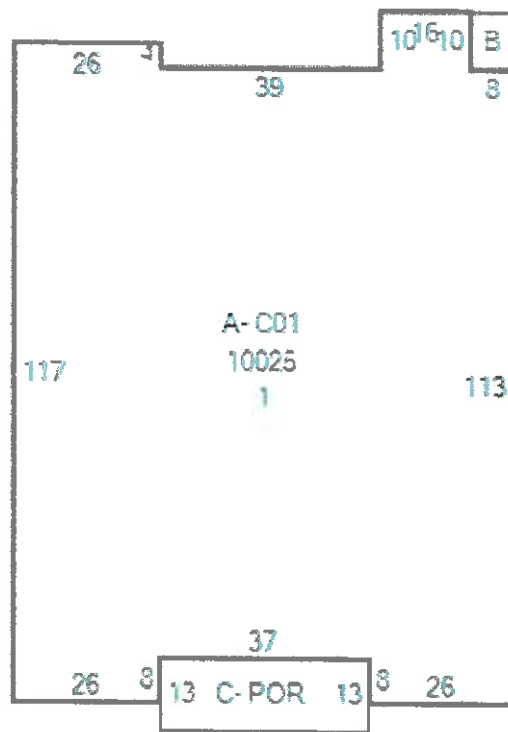
Name	Sales Date	Sales Price	Instrument	Grantor
Cjpc, Ltd	10/23/2008	\$840,000	Deed: 778 / 48 Plat: 598 / 729	Rivanna Land & Dev Llc

Transaction History:

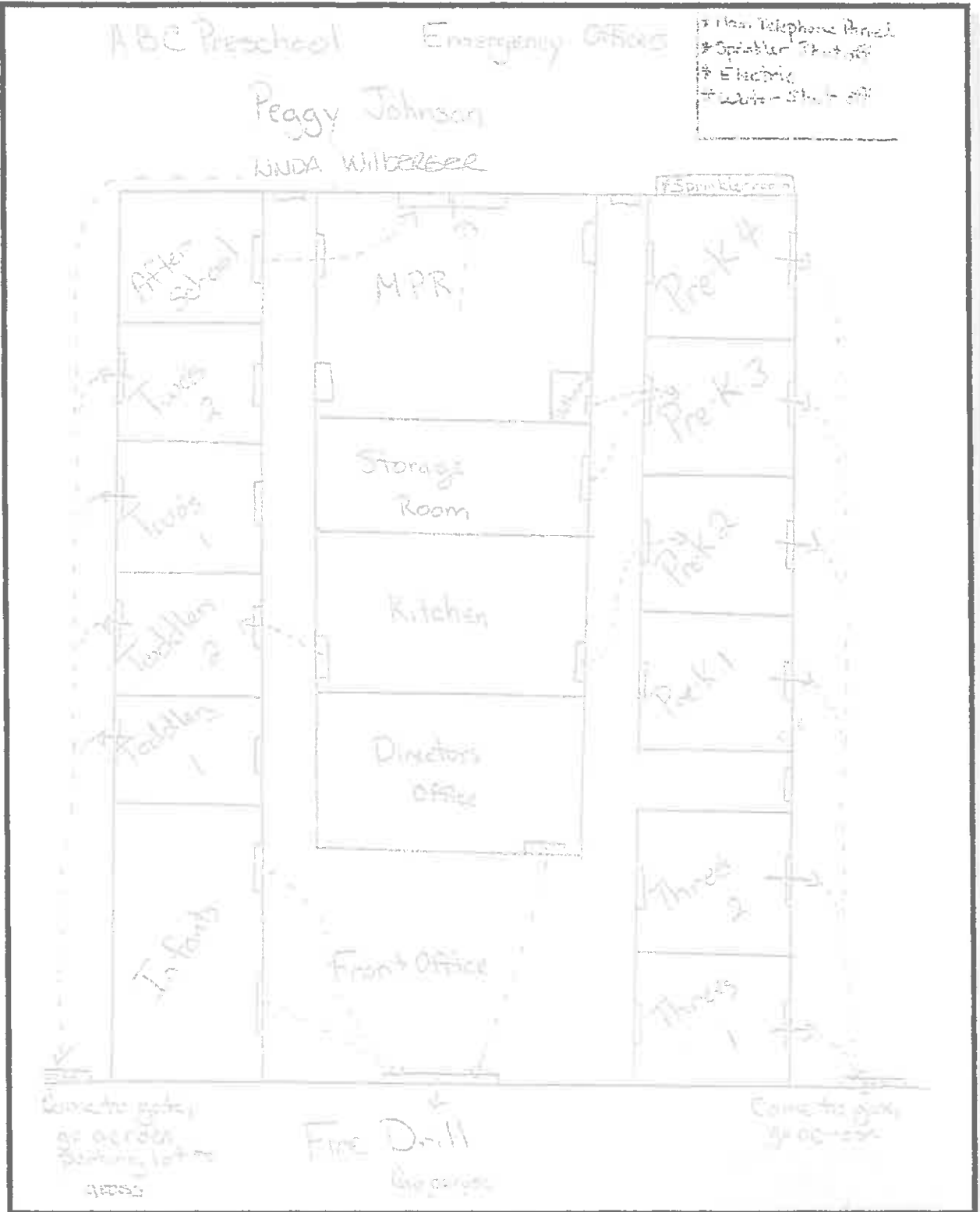
Rivanna Land & Dev Llc	Not On File	\$400,000	Not On File	Not On File
------------------------	-------------	-----------	-------------	-------------

Sketch Index Map No. 18 10 1 Building 1			
Sect	Type	Stories	SqFt
A	Retail- brick	1.00	10025
B	Porch	1.00	80
C	Porch	1.00	481

Attachment A



Attachment A



Attachment A

ABC PRESCHOOL
1015 EAST MARKET STREET
CHARLOTTESVILLE, VIRGINIA 22902
434-296-1116

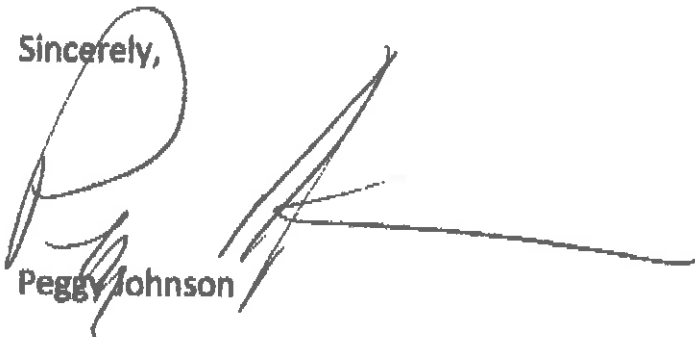
April 17, 2017

To Whom It May Concern:

I give permission for Education Transformation Centre (Dolores Carr) to apply for a special use permit at 64 Toby Way, Palmyra, Virginia 22963.

If you have any questions, you may contact me at 434-296-1116. If I am not available, you may speak to Debbie Green at the above referenced phone number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peggy Johnson', is written over a printed name. The signature is stylized and somewhat abstract.

Peggy Johnson

ABC Preschool

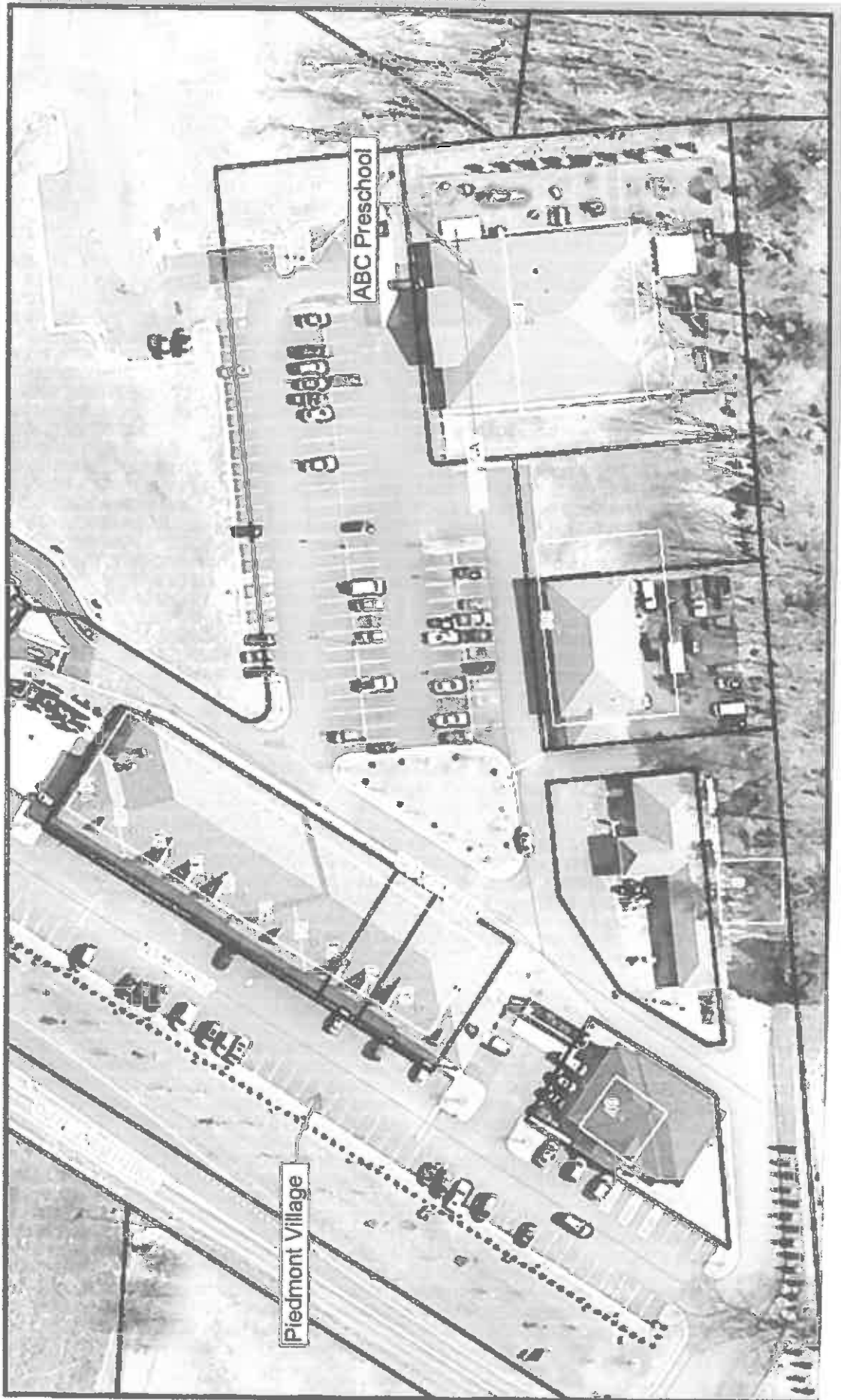
Attachment A



Attachment A



Attachment A



598
8729

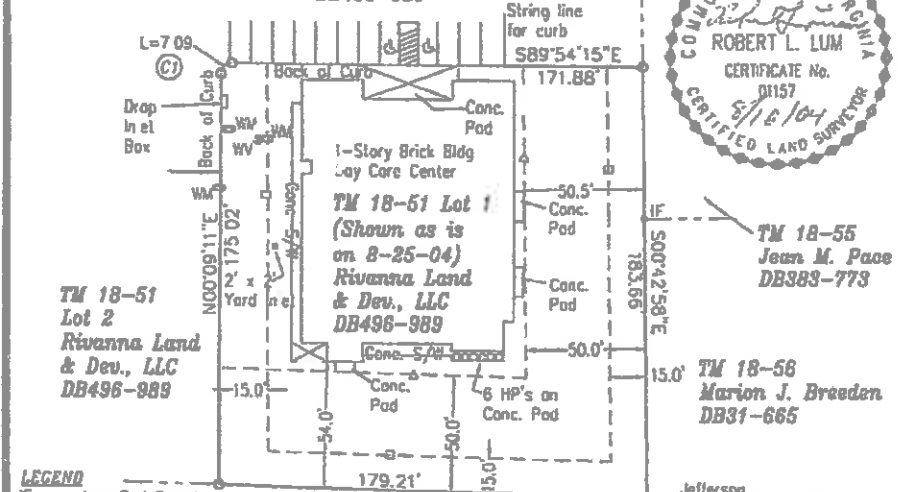
598 729

<p>COUNTY SANITARIAN</p> <p>THIS SITE WILL BE SERVED BY CENTRAL SEWER AND WATER PROVIDED BY THE LAKE MONTICELLO SERVICE COMPANY</p> <p><i>Robert L Lum</i> 8/21/04 Lake Monticello Service Co Date</p>	<p>I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF FLOUVANNA CO, VA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH</p> <p><i>Robert L Lum</i> Robert L Lum</p>	<p>THE PLATTING AND SUBDIVISION OF TM 18 PARCEL (A)-51 LOCATED IN THE CUNNINGHAM MAGISTERIAL DISTRICT AND RECORDED IN DB 496 ON PAGE 989 CONTAINING 8.81 ACRES AND DESIGNATED TM 18 PARCEL (A)-51, IS WITH THE FREE CONSENT OF AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER</p> <p><i>Robert L Lum</i> 8/21/04 OWNER/DEVELOPER Rivanna Land & Dev., LLC P O. Box 325 Palmyra, VA 22963 (434) 589-6375</p> <p>ZONED: B-1</p>
<p>N/A (Part of an approved site plan) VDOT Date</p>	<p>THE SUBDIVISION SHOWN HEREON HAS BEEN REVIEWED AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING REGULATIONS, AND MAY BE COMMITTED TO RECORD</p> <p><i>Steven Reid</i> 9/1/04 Dir of Planning & Development Date</p>	
<p>THE LAND REGULATIONS LISTED/DESCRIBED HEREIN ARE IMPOSED PURSUANT TO THE FLOUVANNA COUNTY CODE IN EFFECT THIS DATE, AND ARE NOT RESTRICTIVE COVENANTS RUNNING WITH THE LAND AND THEIR APPEARANCE ON THIS PLAT IS NOT INTENDED TO IMPOSE THEM AS SUCH</p>	<p>NOTES: The boundary survey shown is based on a current field survey This Plat has been prepared without benefit of a title report and does not therefore necessarily indicate all encumbrances on the property.</p>	

TM 18-51 8.81 Acres
Lot 1 - 0.74 Acres
Remainder 8.07 Acres
(minus any other Lots previously divided from this parcel and recorded)

CURVE RADIUS TANGENT LENGTH DELTA CHORD CH. BEARING
1 4.50' 4.52' 7.09' 90°13'01" 8.38' N44°59'15"E

TM 18-51
Rivanna Land & Dev., LLC
DB496-989



LEGEND
 IF Iron Rod Found
 WV Water Valve
 WM Water Meter
 --- Building Setback
 --- Utilities Setback

PLAT SHOWING SUBDIVISION OF
TAX MAP 18 PARCEL 51 LOT 1

PIEDMONT VILLAGE

CUNNINGHAM DISTRICT, FLOUVANNA COUNTY, VIRGINIA
SCALE 1" = 50' DATE AUGUST 18, 2004
PVLOT1.dwg
LUM'S LAND SURVEYS, INC.
P O BOX 154, PALMYRA, VA 22963-0154
PHONE (434) 589-8395

TM 18-50
Richard Martin & Pleasant Estate
DB 15-290

Magnetic North based on Plat recorded in PB 1-135

0 50 100 150
GRAPHIC SCALE - FEET

Attachment A **OBJECTIVES**

- Reduce high school dropout rate
- Eliminate or reduce referrals, detentions and in and out of school suspensions
- Eliminate or reduce anti-social behaviors
- Teach healthy decision making
- Provide measurable outcomes
- Provide participants with education options to reaching their personal goal(s) and passion(s)

Non-Discrimination Clause

Education Transformation does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

ABOUT ETC

The Education Transformation Centre (ETC) is an alternate education course, designed to prevent encounters with the justice system and reduce frequent instances of detentions and in/out of school suspensions.

ETC LOGO



Our logo is an example of what can happen when you think outside the box. Seeds were planted in a non-traditional environment, but with some creativity, patience and nurturing, healthy growth can and will occur, so shall it be for our students.



**EDUCATION
TRANSFORMATION
CENTRE**

Short Term - High Impact

MISSION STATEMENT

We endeavor to create an atmosphere of "relaxed alertness" where there is a combination of high challenge and high expectations in a low threat learning community; and a state of mind that combines confidence, competence and intrinsic motivation (Cainelearning.com).

**Education Transformation Centre
PO BOX 7203
Charlottesville, VA 22906**

**info@etccville.org
www.etccville.org**

CURRICULUM

Our curriculum is designed especially for ETC.

Week 1

We will explore the questions "Why am I here, and how did I get here"? Through the examination of the lives of popular celebrities we will explore their evolution from where they were, to where they are now.

Week 2

After having assessed participant's individual reasons for being enrolled in Education Transformation Centre's program, we will explore the next steps and identify the "why" or reasons that will inspire and motivate students to make a change.

Week 3

We will explore and identify a framework for healthy decision making, particularly how to handle and make healthy and positive decisions when dealing with the influence of friends and peer pressure.

6 WEEK CYCLE

Week 4

We will explore and identify individual participant's gifts and passions. We will then look at potential career and education options that align with the gifts and passions.

Week 5

We will assess workplace readiness and provide an overview of the necessary skills, behaviors, and attitudes that will lead to success in the workplace.

Week 6

We will continue to build upon the foundation that was laid in the previous five weeks with specific focus on the future for each participant. We will outline a go forward plan which prepares students to reach their individual goals and passion.



COURSES

LIFE SKILLS COURSES

Life Skills courses will provide instruction in conflict resolution, self control and anger management.

PASSION IDENTIFICATION

Courses will allow students to identify their gifts and passions and formulate a plan to exercise them constructively.

GROUP/INDIVIDUAL COUNSELING

Through targeted counseling we will allow a safe space for students to express thoughts, feelings and explore behavior modification.



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

MEMORANDUM

Date: May 48, 2017
From: Stephanie Keuther
To: Jason Stewart
Subject: Planning Commission APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the Lypg'35, 2017 Planning Commission Meeting.



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NOTICE OF PUBLIC HEARING

May 26, 2017

Name
Street/PO Box
City State Zip

Re: Public Hearing on SUP 17:01

Dear Name:

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

Purpose: Planning Commission Public Hearing
Day/Date: Tuesday, June 13, 2017
Time: 7:00 PM
Location: Fluvanna County Circuit Court Room, Palmyra, VA

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

1. SUP 17:01 Educational Transformation Centre: A special use permit to establish an educational facility use with respect to a portion of .74 acres of Tax Parcel 18-10-1. The property is zoned B-1 Business General, and is located approximately 260 ft east of the intersection of Rebecca Drive and Toby Way, off of South Boston Road (State Route 600). The property is located in the Palmyra Election District and is within the Rivanna Community Planning Area.

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

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

Sincerely,

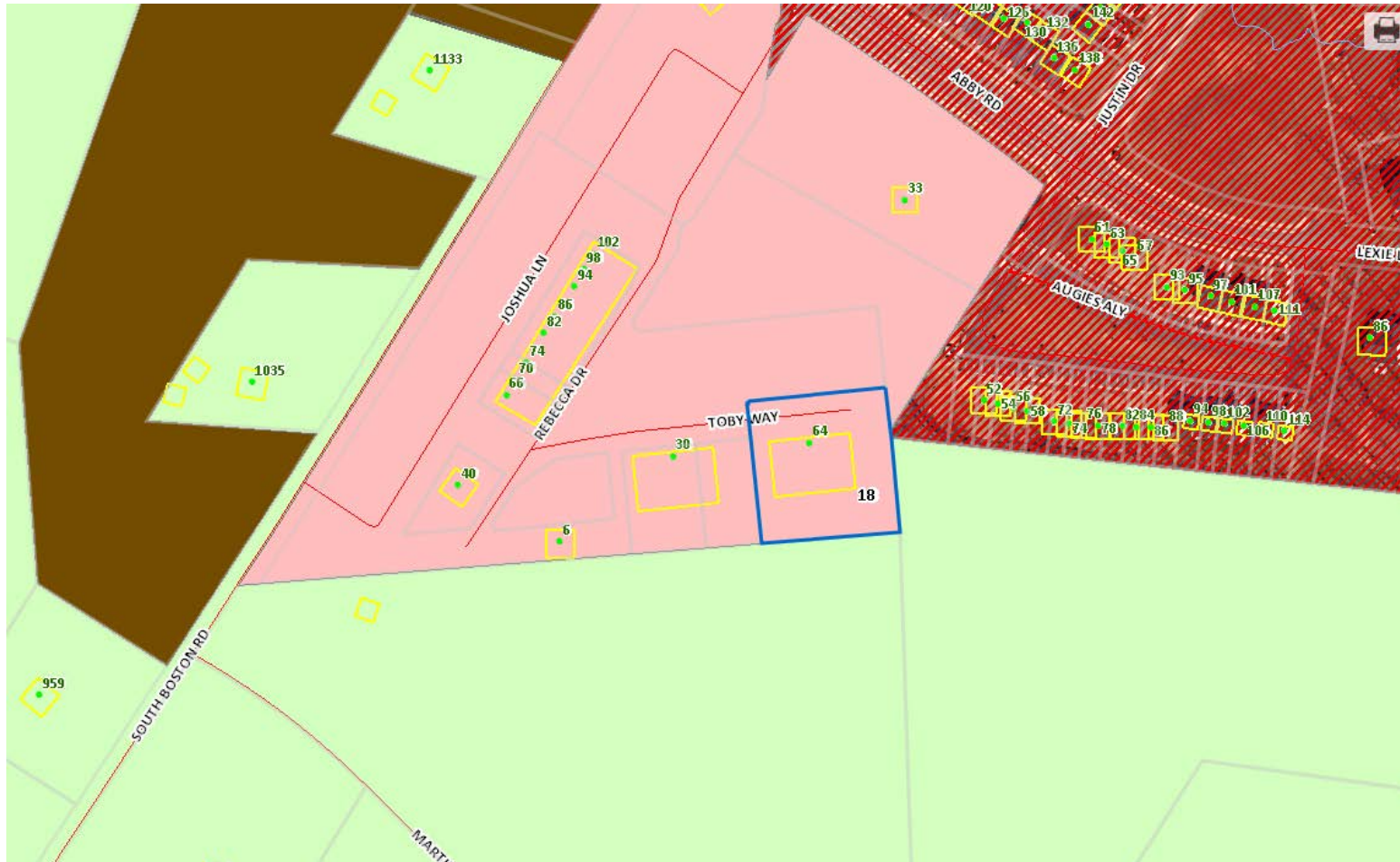
A handwritten signature in cursive script that reads "Jason Stewart".

Jason Stewart
Planning and Zoning Administrator

Attachment A

ADJACENT PROPERTY OWNERS SUP 17:01			
TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
18 A 56	BREEDEN, BRIAN G ET AL	360 HUMMINGBIRD RD	SCOTTSVILLE, VA 24590
18 A 50	MARTIN, RICHARD & PLEASANT ESTATE	143 MARTIN LN	PALMYRA, VA 22963
18 10 7	RIVANNA LAND & DEV LLC	3647 LAKE MONTICELLO RD	PALMYRA, VA 22963
18 10 2	RIVANNA LAND & DEV LLC	3647 LAKE MONTICELLO RD	PALMYRA, VA 22963
18 10 7A	RIVANNA LAND & DEV LLC	3647 LAKE MONTICELLO RD	PALMYRA, VA 22963
18C 2 A	SYCAMORE SQUARE PROP OWNERS ASSOC	170 S PANTOPS DR	CHARLOTTESVILLE, VA 22911





KEY

Green = A-1 Agricultural General

Pink = B-1 Business General

Red Striped = R-3 Residential Planned Community

Brown = R-4 Residential Limited District



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

Tracey Shiflett

Director of Planning & Community Development
tshiflett@co.fluvanna.va.us

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZMP 07:09
Tax Map: Tax Map 18, Section A, Parcel 55
 Tax Map 18, Section 10, Parcel 1

From: Kate Cooper
District: Rivanna
Date: October 17, 2007

- General Information:** This request is to be heard by the Board of Supervisors on Wednesday, October 17, 2007 at 7:00 pm in the Circuit Courtroom in the New Courthouse. The applicant or authorized representative is required to attend.
- Owner/Applicant:** Rivanna Land & Development-Stuart Guskind
- Representative:** Stuart Guskind
- Requested Action:** To amend the Fluvanna County Zoning Map with respect to approximately 2.93 acres of Tax Map 18, Section A, Parcel 55, and Tax Map 18, Section 10, Parcel 1 to rezone the same from R-3, Residential, Planned Community to B-1, Business, General.
- Location:** The affected property is located on Abbey Road and Augies Alley next to Piedmont Village Shopping Center.
- Existing Zoning:** R-3, Residential, Planned Community
- Proposed Zoning:** B-1, Business, General
- Existing Land Use:** R-3, Residential, Planned Community, and B-1, Business, General
- Adjacent Land Use:** R-3, Residential, Planned Community, and B-1, Business, General
- Comprehensive Plan:** This parcel is located within the Lake Monticello Community Planning Area. The Comprehensive Plan indicates this planning area as one suitable for areas to be zoned for different types of business and residential zoning.
- Zoning History:** None

Submitted Proffers: None

Statement of Intent: The Statement of Intent indicates the purpose of the zoning district and describes the characteristics of uses generally found within the district.

The Statement of Intent for the B-1, Business, General Zoning District is as follows:

“Generally this district covers those areas of the county as defined by the Comprehensive Plan that are intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of light retail goods, or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles.”

Analysis:

The applicant has made a boundary line adjustment to the R-3 property and since this property is part of Piedmont Village, which is zoned B-1, Business, General the rezoning for the 2.93 acres seems fitting.

Planning Commission Recommendation:

At their September 26, 2007 meeting, the Planning Commission recommended unanimous **approval** of ZMP 07:09 (6-0). It was felt that this area was suitable for the proposed B-1, Business, General zoning.

Suggested Motion:

Mr. Chairman, because this request meets the intent of the Fluvanna County Code and Comprehensive Plan, I move to **approve** the attached ordinance, ZMP 07:09, an ordinance to amend the Fluvanna County Zoning Map, with respect to 2.93 acres of Tax Map 18, Section A, Parcel 55, and Tax Map 18, Section 10, Parcel 1 to rezone the same from R-3, Residential, Planned Community to B-1, Business, General.

Attachments:

- A – Application and APO letter
- B – Aerial Vicinity Map
- C – Sketch Plan
- D – Proposed Ordinance

Copy:

Applicant: Rivanna Land and Development-Stuart Guskind 3647 Lake Monticello Road Palmyra, Va 22963
Ph. (434) 589-4142

Representative: Rivanna Land and Development-Stuart Guskind 3647 Lake Monticello Road Palmyra, Va 22963
Ph. (434) 589-4142



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www.fluvannacounty.org

May 26, 2017

Dolores Carr
Education Transformation Centre
PO Box 7203
Charlottesville VA 22906

Re: SUP 17:01 Education Transformation Center
Tax Map: 18, Section 10, Parcel 1

Dear Ms. Carr:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 11, 2017:

1. Planning staff wanted to know how many staff and students would be present. Applicant responded that there would be approx. 10 staff members and no more than 30 students. Planning staff wanted to know hours of operation. Hours were to be approx. 8am-3pm.
2. Fire Chief told applicant to make sure that fire alarms and sprinklers were up-to-date and maintained. Fire Chief also asked that a person acting as key holder be nearby in case the Fire Dept. had to enter the building or if a false alarm went off.
3. Erosion and Sediment Control had no comments
4. Building Official had no comments. The applicant asked about the status of the existing kitchen and if it was properly permitted, and Building Official asked applicant to contact him about permitting history and what permits might be required.
5. VDOT: The proposed sketch plan for the Education Transformation Center shows a floor plan that utilizes the existing building that once housed the ABC Preschool. The existing building is part of the commercial development that VDOT previously approved in the early 2000's under the name of Piedmont Village. The old ABC Preschool building will not be expanded and its previous use is not being changed. The building already has access to Rte. 600 (South Boston Road) by way of Joshua Lane and Rte. 1037 (Abby Road) by way of Rebecca Drive through existing VDOT approved commercial entrances.
VDOT does not object to this proposal.
6. Health Department had no comments as project has public water and sewage services.
7. The Chamber of Commerce has no comments.

The Planning Commission will have a meeting to discuss this item at their Tuesday, June 13, 2017 meeting. Your attendance is required at this meeting.

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

Sincerely,
James Newman
Planner
Dept. of Planning & Zoning

cc: File

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

TAB L

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	SUP 17:02 – R15 Fluvanna 11B LLC				
MOTION(s):	I move that the Board of Supervisors approve/deny/defer SUP 17:02, a request to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B, [if approved] subject to the six (6) conditions listed in the staff report.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	Brad Robinson, Senior Planner				
PRESENTER(S):	Brad Robinson, Senior Planner				
RECOMMENDATION:	At its meeting on June 13, 2017, the Planning Commission recommended approval of SUP 17:02 (3-0); Mr. Johnson moved to approve and Mr. Zimmer seconded. AYES: Bibb, Zimmer, Johnson. ABSENT: Gaines, Lagomarsino.				
TIMING:	Immediate decision requested at current meeting.				
DISCUSSION:	Request for a special use permit to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B.				
FISCAL IMPACT:	Potential increase in tax revenue.				
POLICY IMPACT:	<p>The Board of Supervisors may:</p> <ul style="list-style-type: none"> • Approve this request, allowing the establishment of a contractor's storage yard; OR • Deny this request, preventing the establishment of a contractor's storage yard; OR • Defer this request and make a final decision at a later date. 				
LEGISLATIVE HISTORY:	<p>Review of proposed contractor's storage yard in accordance with Chapter 22, Article 9 of the Fluvanna County Code (Zoning Ordinance: Uses permitted by special use permit only).</p> <p>Application was received on April 25, 2017.</p> <p>Planning Commission reviewed the request on June 13, 2017.</p>				
ENCLOSURES:	Staff Report (with accompanying attachments)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: SUP 17:02
Tax Map: Tax Map 5, Section 11, Parcel 5B

From: Brad Robinson
District: Columbia
Date: June 21, 2017

General Information: This request is to be heard by the Board of Supervisors on Wednesday, June 21, 2017 at 7:00 p.m. in the Circuit Court Room in the Courts Building.

Owner/Applicant: R15 Fluvanna 11B LLC

Representative: Ian Jackson

Requested Action: Request for a special use permit to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B. (Attachment A)

Location: The affected property is located along James Madison Highway (U.S. Route 15) near the Louisa County line, approximately 0.06 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is within the Zion Crossroads Community Planning Area and the Columbia Election District. (Attachment B)

Existing Zoning: B-1, Business, General

Existing Land Use: Office and storage buildings

Planning Area: Zion Crossroads Community Planning Area

Adjacent Land Use: Adjacent properties are zoned A-1 (Agricultural, General), I-1 (Industrial, Limited) and I-2 (Industrial, General).

Zoning History: ZMP 01:04 was approved on June 20, 2001 with the following proffer: *"The following uses will not be placed on the property: theater, assembly hall, hotel, motel, library, hospital, service station, funeral home, garage, cold or frozen food storage plant."*

Comprehensive Plan:

Land Use:

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

Economic Development:

“Zion Crossroads is considered the most viable area to attract light industrial, technology business, medical facilities, and retail.”

Analysis:

This is a special use permit application for a contractor’s storage yard. The potential buyer of the property, Lynchburg Roofing, is a roofing contractor currently headquartered in Lynchburg, VA. The company recently expanded its services into Charlottesville. Approval of this special use permit would allow the buyer to relocate from a rental space and establish a permanent office location in the Charlottesville area.

The subject use is classified as a “contractor’s storage yard” and defined in the Zoning Ordinance as *“Storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor’s type of business; storage of scrap materials used for repair and maintenance of contractor’s own equipment; and buildings or structures for uses such as offices and repair facilities”*. Contractor’s storage yards are permitted by special use permit in the B-1 zoning district and are subject to an approved site development plan. The detail of the site development plan that is required is at the discretion of the Director of Planning, and many times the sketch plan provided with the SUP application is sufficient.

In accordance with the application, the special use permit will change the use of the property from office to industrial. The existing buildings and parking areas on the property will continue to be utilized – no new buildings are proposed. The one-story building at the front of the property closest to Route 15 is currently occupied by a Remax real estate office; the buyer intends to continue leasing this building to them. The building towards the center of the property formerly served as the office for I&J Homebuilders; this building will become the office for Lynchburg Roofing, Charlottesville. A garage/shed at the rear of the property was formerly used by I&J Homebuilders to store materials and/or equipment; this building will continue to serve as storage of materials for Lynchburg Roofing as well as light maintenance of company vehicles.

The buyer anticipates the business office to be open from 8:30 am to 5:00 pm Monday through Friday. Field employees will arrive earlier and leave later beyond office hours.

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

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

The subject property is located within the Zion Crossroads Community Planning Area, within close proximity of other industrial zoning and uses. As no new buildings are proposed for this project, the character of the area is expected to remain unchanged.

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

Contractor's storage yards are allowed by SUP in the B-1 district. By-right uses that are similar, in operation or size of structures, to this application may include automobile repair service establishments, offices and self-storage facilities. The subject property is located in an area of the county that is planned for additional commercial and industrial growth.

Sec. 22-1-2 of the zoning ordinance states its purpose is "*to facilitate the creation of a convenient, attractive and harmonious community*" as well as "*to protect against over-crowding of land*". Additionally, the zoning ordinance encourages "*economic development activities*". This request would permit business expansion and potential to generate more revenue.

(Attachment C)

Neighborhood Meeting:

There were no attendees for this item at the May 10, 2017 neighborhood meeting.

Technical Review Committee:

The following comments were generated from the May 11, 2017 Technical Review Committee meeting:

1. Planning staff wanted to clarify what uses were currently on the property. Staff understands a real estate office and a sleep center are located in the building at the front of the property. The applicant stated only a real estate office is in this building. A sleep center was considering the middle office building at one time.

Planning staff asked what the hours of operation for the site will be. The applicant stated office hours for the agents and office managers will be 8:30 to 5 pm. The crew arrives around 6:20 am and sometimes works as late as 7 pm; sometimes they are back by 4 pm.

2. Erosion & Sediment Control asked if any changes were anticipated to the site or if any existing yards would be expanded. The applicant answered no.
3. Fire Chief had no comments.
4. Building Inspections had no comments.
5. Health Dept. had no comments.

6. VDOT: The site has an existing VDOT approved commercial entrance onto Rte. 15 and was previously used by a contractor (I and J Home Builders) as an office, storage shed and laydown area behind the building. The proposed use of the site by a roofing contractor for similar uses on the site will not require any upgrades to the existing commercial entrance. VDOT does not object to this proposal.

(Attachment D)

Planning Commission:

The Planning Commission discussed this SUP request at their June 13, 2017 meeting, and voted 3-0 to recommend approval with conditions. Mr. Johnson moved to approve, and Mr. Zimmer seconded. One citizen spoke during the public hearing to ask minor questions about proposed site access and noise.

Conclusion:

The Board of Supervisors should consider any potential adverse impacts, such as traffic entering and exiting the property, noise, dust, vibration, or visual clutter. The Board of Supervisors can add conditions to ensure the proposed use will not be detrimental to the character and development of the adjacent area.

The applicant states that the property has always been used as a construction yard, however it is staff's position that the property was originally approved for office use based on the rezoning of the property in 2001.

Recommended Conditions:

If approved, Staff recommends the following conditions:

1. Prior to development of the site, a site development plan that meets the requirements of the Fluvanna County Zoning Ordinance must be submitted for review and approval.
2. The site must meet all Virginia Department of Transportation requirements.
3. Hours of operation for the site shall be from 6 am to 8 pm Monday-Friday.
4. Any lighting shall not be directed toward adjacent properties and comply with Article 25 of the Fluvanna County Code.
5. The Board of Supervisors, or its representative, reserves the right to inspect the property for compliance with these conditions at any time.
6. Under Sec. 22-17-4 F (2) of the Fluvanna County Code, the Board of Supervisors has the authority to revoke a Special Use Permit if the property owner has substantially breached the conditions of the Special Use Permit.

Suggested Motion:

I move that the Board of Supervisors approve/deny/defer SUP 17:02, a request to establish a contractor's storage yard with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B, [if approved] subject to the six (6) conditions listed in the staff report.

Attachments:

A – Application and APO letter

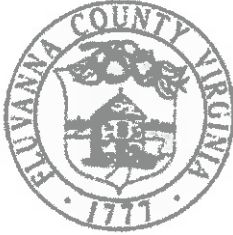
B – Aerial Vicinity Map

C – Applicant's site plan

D – TRC comment letter

Copy: Ian Jackson via email – ijackson2272@gmail.com

File



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

Owner of Record: RIS FLUVANNA IIB LLC
E911 Address: 21705 JAMES MADISON HWY
Phone: / Fax: TROY, VA 22974
Email: /

Applicant of Record: IAN JACKSON
E911 Address: 101C WEST PARK DR.
Phone: 434-521-5111 Fax: CHARLOTTESVILLE, VA 22901
Email: ijackson2272@gmail.com

Representative: IAN JACKSON
E911 Address: SAME AS APPLICANT
Phone: 434-521-5111 Fax: /
Email: ijackson2272@gmail.com

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

Is property in Agricultural Forestal District? No Yes
If Yes, what district: _____

Tax Map and Parcel(s): 5115B
Acreage: 2.0 Zoning: B-1

Deed Book Reference: 454-640
Deed Restrictions? No Yes (Attach copy)

Request for a SUP in order to: USE AS CONTRACTORS STORAGE YARD Proposed use of Property: ON DEMARKATED REAR

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

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

Date: 4/17/17 Signature of Owner/Applicant:
Subscribed and sworn to before me this 25 day of April 20 17
Notary Public: Shaila Leichtenritt
My commission expires: June 30, 2019

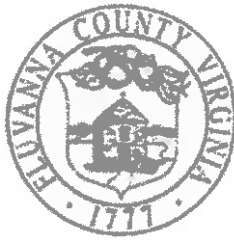
[Signature]
Register # 7314951

SHAILA LEICHTENTRITT
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019
COMMISSION # 7314951

Certification: Date: _____
Zoning Administrator: _____

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

OFFICE USE ONLY	
Date Received: <u>4/25/17</u>	Pre-Application Meeting: <u>4/25/17</u> PH Sign Deposit Received: <u>\$90.00</u>
\$800.00 fee plus mailing costs paid: <u>4/26/17 ✓ #5122</u>	Mailing Costs: \$20.00 Adjacent Property Owner(APO) after 1st 15, Certified Mail
Amendment of Condition: \$400.00 fee plus mailing costs paid:	
Telecommunications Tower \$1,500.00 fee plus mailing costs paid:	\$5,500 w/Consultant Review paid:
Election District: <u>Columbia</u>	Planning Area: <u>Zion Crossroads CPA</u>
Public Hearings	
Planning Commission	Board of Supervisors
Advertisement Dates: <u>6/1/17 and 6/8/17</u>	Advertisement Dates: <u>6/8/17 and 6/15/17</u>
APO Notification: <u>5/26/17</u>	APO Notification: <u>6/6/17</u>
Date of Hearing: <u>6/12/17</u>	Date of Hearing: <u>6/21/17</u>
Decision: _____	Decision: _____



COMMONWEALTH OF VIRGINIA
 COUNTY OF FLUVANNA
 Public Hearing Sign Deposit

Name: RT 15 FLUVANNA IIB LLC
 Address: 21700 JAMES MADISON HWY
 City: TROY
 State: VA Zip Code: 22974

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

[Signature] Applicant Signature 4/17/17 Date

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

OFFICE USE ONLY	
Application #: BZA _____ : _____ CPA _____ : _____ SUP <u>17</u> : <u>02</u> ZMP _____ : _____ ZTA _____ :	
\$90 deposit paid per sign*: <u>4/25/17</u>	Approximate date to be returned: <u>6/22/17</u>

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

NO IMPROVEMENTS OR CONSTRUCTURAL CHANGES.

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

WHEN OBTAINING RE-ZONING FOR THE PROPERTY THE APPLICANT HAD APPROVAL FOR A CONTRACTORS STORAGE SHED. APPLICANT NOW SEEKING PERMISSION TO USE THE YARD BEHIND THE SHED AS A YARD.

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

NONE. THIS AREA HAS BEEN USED AS A CONTRACTORS STORAGE YARD FOR THE PAST 15 YEARS.

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

THE PROPERTY IS UNDER CONTRACT TO A ROOFING CONTRACTOR FROM LYNCHBURG AND THIS APPROVAL WILL BRING MORE BUSINESS TO THE COUNTY.

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

NO PROPOSED CHANGES TO THE EXISTING BUILDINGS ON THE PLOT PLAN.

Meetings for the processing of the application

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

Actions

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

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

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

Public Hearing Processing Checklist

(Rezoning, Special Use Permits, Variances, and Text Amendments)

Planning & Zoning Department

Initials	Responsible	Action
		SUP17:02
		BEFORE PC PUBLIC HEARING
	Applicant	The applicant will contact the Planning Dept., discuss ideas with the Planner, and schedule a pre-application meeting if required.
BCR	Staff	Date of pre-application meeting. <u>4/25/17</u> *Ideally, at least two (2) planning staff members will meet with the applicant to discuss his or her proposals, and advise them on the application process.
	Applicant	Applicant files the application on the 1 st working day of the month by 5 p.m.
S.K.	Program Asst	Review application for completeness and process all fees.
S.K.	Program Asst	Enter project information into the DID
	Program Asst	Schedule public hearing advertisement dates.
S.K.	Program Asst	Schedule Adjoining Property Owner (APO) notification dates.
S.K.	Program Asst	Schedule Planning Commission public hearing meeting dates.
BCR	Program Asst	Schedule date to post Planning Commission public notice sign two (2) weeks meeting.
BCR	Program Asst	Schedule Board of Supervisors public hearing meeting dates.
BCR	Program Asst	Schedule date to post BOS public notice sign two (2) weeks prior to meeting.
	Planner	Review the DID for accuracy of all the scheduled dates.
S.K.	Staff	Notify adjacent property owners of the subject property.
BCR	Staff	Schedule neighborhood meeting on 2 nd Wednesday of the month at 4:30 p.m. in the Morris Room.
BCR	Staff	Schedule Technical Review Committee meeting on the 2 nd Thursday of the month at 10 a.m. in the Historic Courthouse.
—	Program Asst	Reserve Historic Courthouse and Morris Room (or alternate location, if needed).
BCR	Staff	Compile all comments from the TRC meeting.
BCR	Staff	Notify applicant in writing about TRC comments.
	Applicant	File revised plan based on TRC comments NLT last Friday of the month by 5 p.m.
BCR	Planner	Prepare legal ad and email to Senior Program Assistant.
—	Program Asst	Email legal ad to Fluvanna Review NLT noon on the Wednesday three (3) weeks before the public hearing is scheduled.

Initials	Responsible	Action
	Program Asst	Receive ad "proof" from Fluvanna Review and email proof to Planner for review.
BCR	Planner	Planner approves proof.
BCR	Program Asst	Notify newspaper to publish ad for two (2) consecutive weeks prior to the public hearing meeting date. (Save in ad proof folder for future reference.)
	Code Enforce. Officer	Place public notice signs on subject property two (2) weeks prior to all public hearing dates.
	Planner	Verify sign posting with a site visit and photographs.
SK	Program Asst	Mail APO letters two (2) week prior to Planning Comm. public hearing.
	Staff	Planning Commission public hearing scheduled for fourth (4th) Wednesday of the following month. <i>Second (2nd) Tuesday</i>
		BEFORE BOS PUBLIC HEARING
BCR	Staff	Schedule BOS public hearing for third (3 rd) Wednesday of the following month.
BCR	Program Asst	Mail APO letters two (2) week prior to BOS public hearing.
		AFTER BOS PUBLIC HEARING
	Program Asst	Return \$90.00 sign deposit fee to applicant.





Property with fence on three sides and trees surrounding.

Proposed Yardspace seen here as existing yardspace.















FLUVANNA COUNTY
PLANNING DEPARTMENT

P. O. BOX 299
PALMYRA, VIRGINIA 22963
(804) 589-3138 • (804) 286-2890
FAX (804) 589-4976

Cristi M. Shields
Senior Planner

E-mail: cshields@co.fluvanna.va.us

G. Cabell Lawton, IV
Director of Planning and Development

E-mail: clawton@co.fluvanna.va.us

October 15, 2001

Mr. Ian Jackson
310 Avon St., Suite 11
Charlottesville, VA 22902

Dear Mr. Jackson,

Please accept this letter as notification of the action taken by the Board of Supervisors concerning your request for approval of ZMP 01:04. The request consisted of the conditional rezoning of tax map parcel 5(11)5B which is located within the Columbia Magisterial District and consists of 1.957 acres.

During a public hearing held in Palmyra, VA on June 20th, 2001, the Board of Supervisors **approved** the request referenced above with the following accepted proffer:

The following uses will not be placed on the property: theater, assembly hall, hotel, motel, library, hospital, service station, funeral home, garage, cold or frozen food storage plant.

If I can be of any further assistance, please feel free to contact me.

Sincerely,

G. Cabell Lawton, IV
Director of Planning & Community
Development

Copy: File (ZMP 01:04)



COUNTY OF FLUVANNA

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

MEMORANDUM

Date: May 3, 2017
From: Stephanie Keuther
To: Jason Stewart
Subject: Planning Commission APO Letter

Please be advised the attached letter went out to the attached list of Adjacent Property Owners for the May 9, 2017 Planning Commission Meeting.



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MEMORANDUM

Date: May 3, 2017
From: Jason Stewart, AICP, Planning Director
To: Area Property Owners and Residents
Subject: Neighborhood Meeting – Wednesday, May 10, 2017 – 4:30 p.m.

1. The following request has been submitted on property adjoining you:

SUP 17:02 R15 Fluvanna 11B LLC – A request for a special use permit to establish a contractor's storage yard, with respect to 1.8 acres of Tax Map 5, Section 11, Parcel 5B. The property is located along James Madison Highway (U.S. Route 15) near the Louisa County line, approximately 0.06 miles south of the intersection of Richmond Road (U.S. Route 250). The parcel is zoned B-1 and is within the Zion Crossroads Community Planning Area and the Columbia Election District.

2. You are invited to attend the following meetings that have been scheduled to consider this request:

- a. **Neighborhood Meeting:** This is an informal meeting that will give the applicant the opportunity to present his/her plan, and residents the opportunity to ask questions and express their views regarding the application prior to the Planning Commission and Board of Supervisors public hearings.

Schedule: Wednesday, May 10, 2017, 4:30 pm
 Morris Room, County Administration Building

- b. **Fluvanna County Planning Commission Public Hearing:** The Planning Commission will hold a public hearing, where there will be an opportunity for public comment, and forward a recommendation to the Board of Supervisors. A separate notice will be sent to adjacent property owners.

Schedule: Tuesday, June 13, 2017, 7:00 pm
 Circuit Court Room, Fluvanna County Courts Building

- c. **Fluvanna County Board of Supervisors' Public Hearing:** The Board of Supervisors will hold a public hearing, where there will be an opportunity for public comment. A separate notice will be sent to adjacent property owners.

Schedule: Wednesday, June 21, 2017, 7:00 pm
 Circuit Court Room, Fluvanna County Courts Building

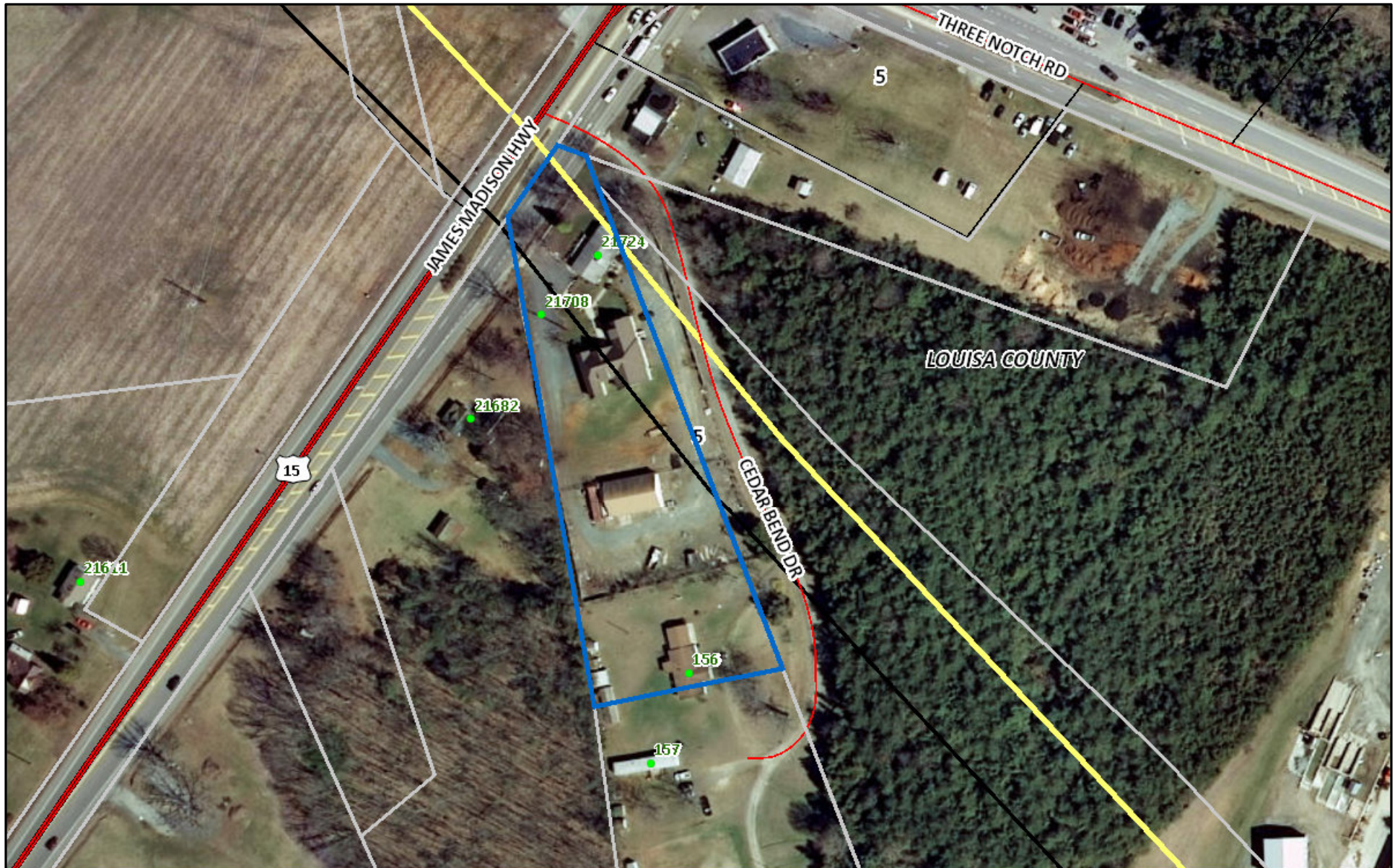
3. **The above is a projected timeline and meeting dates may be subject to change.** Please contact the Planning Department to confirm the meeting dates above.
4. If you have further questions or need additional information, please contact the Fluvanna County Planning & Zoning Department at (434) 591-1910.

ADJACENT PROPERTY OWNERS SUP 17:02

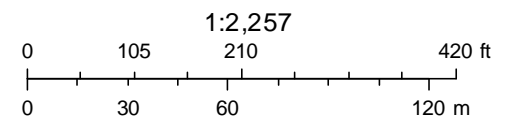
TAX MAP	NAME	ADDRESS	CITY/STATE/ZIP
5 A 61	GLASS, ROBERT S.	10144 THREE NOTCHED RD	TROY, VA 22974
5 A 50	COSNER, OSBORNE C & MARTHA T	1443 RICHMOND RD	KESWICK, VA 22947
5 11 5C	JOHNSON, J.C. & ORA JANE	156 CEDAR BEND DR	TROY, VA 22974
5 11 L5A	GREEN SPRINGS TIMBER LLC	26 ZION PARK RD	TROY, VA 22974

Tax Map 5-11-5B Aerial

BOS 2017-06-21 p.63/540



June 9, 2017



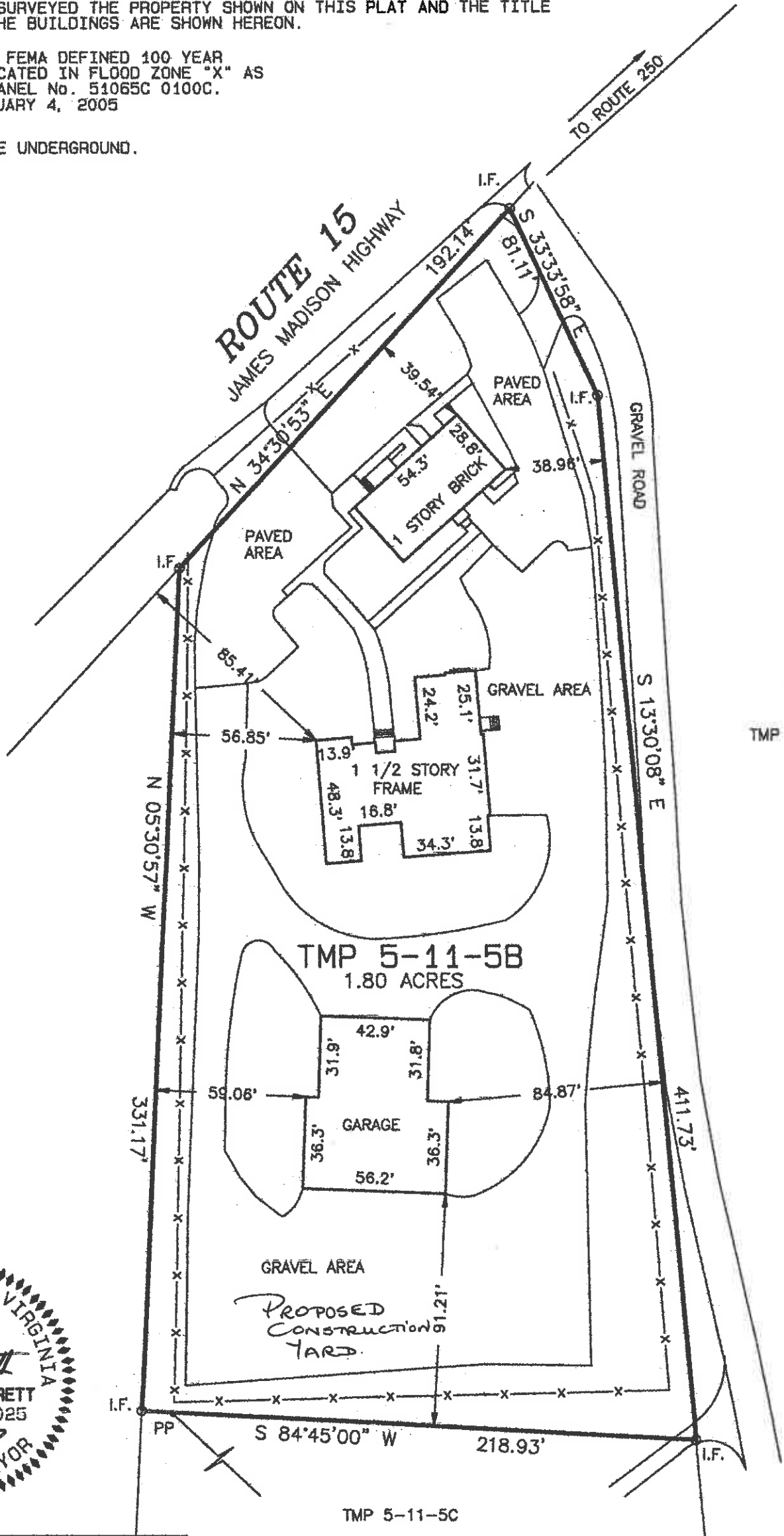
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

ON APRIL 19, 2017 I SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THE TITLE LINES AND WALLS OF THE BUILDINGS ARE SHOWN HEREON.

PROPERTY IS NOT IN A FEMA DEFINED 100 YEAR FLOOD ZONE BUT IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON COMMUNITY PANEL No. 51065C 0100C. EFFECTIVE DATE: FEBRUARY 4, 2005

SERVICE UTILITIES ARE UNDERGROUND.
D.B. 454 PG. 640

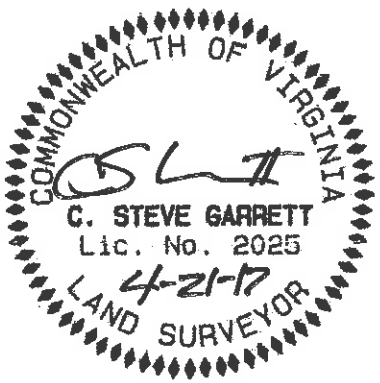
I.F. = IRON FOUND
PP = POWER POLE



TMP 5-A-61

TMP 5-11-L5A

TMP 5-11-5C



COMMONWEALTH LAND SURVEYING, LLC.



1484 GREENBRIER PLACE
CHARLOTTESVILLE VIRGINIA 22901
PH: 434-973-0513

PHYSICAL SURVEY SHOWING
TMP 5-11-5B
 FLUVANNA COUNTY, VIRGINIA
 SCALE: 1" = 50' APRIL 21, 2017



COUNTY OF FLUVANNA

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Fax (434) 591-1911
www.fluvannacounty.org

May 26, 2017

Ian Jackson
101C West Park Drive
Charlottesville, VA 22901

Delivered via email to ijackson2272@gmail.com

Re: SUP 17:02 – R15 Fluvanna 11B LLC
Tax Map: 5, Section 11, Parcel 5B

Dear Mr. Jackson:

The following comments are the result of the Technical Review Committee meeting that was held on Thursday, May 11, 2017:

1. Planning staff wanted to clarify what uses were currently on the property. Staff understands a real estate office and a sleep center are located in the building at the front of the property. The applicant stated only a real estate office is in this building. A sleep center was considering the middle office building at one time.

Planning staff asked what the hours of operation for the site will be. The applicant stated office hours for the agents and office managers will be 8:30 to 5 pm. The crew arrives around 6:20 am and sometimes works as late as 7 pm; sometimes they are back by 4 pm.

2. Erosion & Sediment Control asked if any changes were anticipated to the site or if any existing yards would be expanded. The applicant answered no.
3. Fire Chief had no comments.
4. Building Inspections had no comments.
5. Health Dept. had no comments.
6. VDOT: The site has an existing VDOT approved commercial entrance onto Rte. 15 and was previously used by a contractor (I and J Home Builders) as an office, storage shed and laydown area behind the building. The proposed use of the site by a roofing contractor for similar uses on the site will not require any upgrades to the existing commercial entrance. VDOT does not object to this proposal.

The Planning Commission will have a meeting to discuss this item on Tuesday, June 13, 2017. Your attendance is required at this meeting.

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

Sincerely,

Brad Robinson
Senior Planner
Dept. of Planning & Zoning

cc: File

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

TAB M

Meeting Date:	June 21, 2017				
AGENDA TITLE:	Zoning Text Amendment ZTA 17:01				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 17:01, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 15 OF THE FLUVANNA COUNTY CODE BY ADDITION OF SECTION 22-15-2(2)(H) CONCERNING A CATEGORY OF EXEMPT SIGN DESIGNATED AS "TEMPORARY SALE, ANNOUNCEMENT, OR MERCHANDISING", BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-15-3(1), (2), (3) AND THE ADDITION OF SUBSECTION 22-15-3(4) CONCERNING THE SIZE AND TYPES OF SIGNS PERMITTED BY ZONING DISTRICT, AND TO AMEND CHAPTER 22, ARTICLE 22, FLUVANNA COUNTY CODE BY THE ADDITION OF A DEFINITION TO SUBSECTION 22-22-1, TO CONFORM THE COUNTY ZONING ORDINANCE TO THE 2015 COMPREHENSIVE PLAN"				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	A2	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	At its meeting on June 13, 2017, the Planning Commission recommended approval of ZTA 17:01 (3-0); Mr. Zimmer moved to approve and Mr. Johnson seconded. AYES: Bibb, , Zimmer, Johnson. ABSENT: Gaines, Lagomarsino.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to modify existing dimensions for signs, as well as addition of a new sign type, and a sign overlay district.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment on March 7, 2017 Planning Commission formally reviewed the request on June 13, 2017 and recommended approval .				

ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



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STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 17:01

From: James Newman
Date: June 21, 2017

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday June 21, 2017 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- Amends the Fluvanna County Zoning Ordinance Chapter 22, Article 15, *Sign Regulations* with the addition of a new exempt temporary sign type, "temporary sale, advertising or merchandising" in Section 22-15-2(2)(j); the addition of the sign category of "entrance signs" in each zoning district, the amendment of the maximum size of business signs, and clarification of location of temporary subdivision advertising signs and wall signs in Section 22-15-3; and, the addition of a new sign overlay zone for Zion Crossroads Urban Development Area in Section 22-15-3(4)..
- Amend "*Section 22-22-1 Rules of construction; definition, of Article 22. Definitions*" to include a new exempt sign type of temporary special advertising signs, and to define it.

The amendment will affect zoning ordinance subsections 22-15-2, 22-15-3, and 22-22-1. The amendments are in keeping with the 2015 Comprehensive Plan, enhance the economy of the county, are in response to citizen concerns, and direct and provide necessary information efficiently to motorists and pedestrians, etc. consistent with Sec. 22-15-1.

Background

Project Timeline:

Item discussed by the Planning Commission at work sessions on March 7, 2017 and April 11, 2017. Based on feedback from a business leaders and county government symposium held in May 2016.

Planning Commission

The Planning Commission heard this item at their June 13, 2017 meeting. There were no public comments on this item. Mr. O'Brien, the Board Representative, wanted to know if roof signs or inflatable signs were allowed in other surrounding counties; Staff replied that they would include information on that during the Board Presentation.

The Planning Commission recommended Approval by a vote of 3-0 (Mr. Lagomarsino and Mr. Gaines were absent)

Analysis

The proposed amendments amend the Fluvanna County Zoning Ordinance. The amendments are made to add certain signs to our sign regulation categories, add definitions for those signs to our ordinance, and to increase sign sizes.

Clarified Entrance Signs

Entrance Signs: This sign category has been added to all zoning areas. The proposed sign changes for adding *entrance signs* as a category enhance the economy, promote safety of public travel, and to direct and provide necessary information efficiently.

Added a new sign type

Sign, temporary sale, announcement or merchandising: Any sign denoting a sale or special product, promotion, or announcing a grand opening, new management, or similar event or activity occurring on the premises. Only one such sign shall be permitted at a time per business. Such signs shall be treated as temporary signs, as defined herein and shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. A permanently installed changeable letter panel shall not be considered a temporary sign.

Increasing Maximum Sign Size, Height, and Number

All changes to sign area, height, and number allowed have been to increase the permitted amounts. Larger business signs are necessary to support the economy, and provide information efficiently to motorists. Increased numbers of businesses and requests from the business community have led to a need for additional signage area so that businesses can advertise their location in a way that motorists can read safely while driving.

Sign Overlay Zone for Zion Crossroads Urban Development Area

This is a designated urban development area and the amendments facilitate economic development, and the size and number of signs permitted is balanced against the concern of having too many signs or distracting signs. The Zion Crossroads Urban Development Area is a compact area located within the Zion Crossroads Community Planning Area, and home to concentrated development, including industrial and commercial zoning, major highways, and a future water and sewer pipeline. An increase of business in this area necessitates enhanced signage options for this particular area.

Comprehensive Plan

Fluvanna County's *Vision Statement* includes the following principles:

- That future development be fiscally prudent while respecting individual property rights

Amending our sign ordinance (and attendant definitions) will help the County further reach its goals as set forth in the 2015 Comprehensive Plan:

Chapter 2 Goals:

A.1.E: “Adopt zoning and subdivision regulations that allow for higher density, compact development in the Zion Crossroads CPA”

D.2: “Encourage the establishment of new local business and support existing local business in village cores”

Chapter 5 Goals:

A.1: “Establish incentives, such as streamlined permitting, flexible zoning (CI zones), and preapproved floating zones, to attract diverse businesses and employers to Zion Crossroads.”

C.3: “Retain existing business by working with organizations such as the EDA, and Chamber of Commerce and identify sources of help for local businesses, supporting the expansion of local businesses, and assisting with any other needs that arise.”

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will enhance the economy and allow for more efficient distribution of information.

The proposed amendment is intended to:

- Increase sign height, area, and number allowed;
- Add a new sign type to allow for more options for businesses; and
- Allow for more sign options within the Zion Crossroads Urban Development Area

This proposal is consistent with the 2015 Comprehensive Plan.

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 17:01, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 15 OF THE FLUVANNA COUNTY CODE BY ADDITION OF SECTION 22-15-2(2)(H) CONCERNING A CATEGORY OF EXEMPT SIGN DESIGNATED AS “TEMPORARY SALE, ANNOUNCEMENT, OR MERCHANDISING”, BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-15-3(1), (2), (3) AND THE ADDITION OF SUBSECTION 22-15-3(4) CONCERNING THE SIZE AND TYPES OF SIGNS PERMITTED BY ZONING DISTRICT, AND TO AMEND CHAPTER 22, ARTICLE 22, FLUVANNA COUNTY CODE BY THE ADDITION OF A DEFINITION TO SUBSECTION 22-22-1, TO CONFORM THE COUNTY ZONING ORDINANCE TO THE 2015 COMPREHENSIVE PLAN”

Attachments:

- A: Sign Chapter: Zoning Code Section 22-15, proposed changes
 B: Zoning Definitions Zoning Code Section 22-22, proposed changes

ZONING

7-6-16

Article 15. Sign Regulations.**Sec. 22-15-1. Statement of intent.**

The following sign regulations are established to assure compatibility of signs with surrounding land usage, to enhance the economy of the county, to protect public investment in streets and highways, to promote the safety and recreational value of public travel, to minimize possible adverse effects of signs on nearby public and private property, to preserve natural beauty, to protect the environment from litter and refuse, including abandoned signs, to identify, direct and provide necessary information efficiently to motorists and pedestrians, to decrease distraction of motorists and pedestrians by limiting confusing, distracting and obsolete signs, and to reduce obstruction of the roadway. No sign shall be permitted erected or used in the county, except as permitted in this article. (Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-2. General provisions.

(1) Restricted Signs – The following types of signs are prohibited in all zoning districts:

- (a) Flashing signs;
- (b) Inflatable signs;
- (c) Moving signs;
- (d) (Intentionally omitted);
- (e) Pennant signs;
- (f) Portable signs;
- (g) Roof signs;

¹² Note: The term “shall generally”, as used in the context of this section of the ordinance, indicates that the stated requirement is expected unless there are compelling, specific, and extenuating circumstances for why it cannot be met. (Editor’s note – “this section of the ordinance” refers to Article 14 as a whole.)

Attachment A

ZONING

7-6-16

(h) Any sign that obstructs any window, door, fire escape, stairway, ladder, or opening intended to provide light, air, ingress or egress for any building, as required by law;

(i) Any sign which imitates or resembles any official traffic sign, signal or device, or uses the words “Stop” or “Danger” in close proximity to any public right-of-way, or interferes with any other public traffic sign;

(j) Signs which produce noise or any visible smoke, vapor, particles, or odor;

(k) Signs which advertise any activities which are illegal under state or federal law or regulations in effect at the location of such sign or at the location of such activities; and

(l) Signs that violate state or federal laws, whether or not identified in this ordinance as being permitted.

(2) Exempt Signs – Exempt signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. Exempt signs shall be legible, and shall be reasonably maintained in good repair, and in safe, neat, and clean condition. Any temporary exempt sign, defined in Section 22-22-1 of this Code, shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to and shall be removed a reasonable time after, but in no event greater than ten (10) days after the event, election, production, group, occurrence, speaker, program or seasonal activity to which the temporary sign refers. The following types of signs, as defined in and subject to the regulations in Sec. 22-22-1, are exempt from the sign permit requirements in all zoning districts:

- (a) Auction signs;
- (b) Banner signs;
- (c) Construction signs;
- (d) Directional signs;

Attachment A

ZONING

7-6-16

- (e) Estate signs;
- (f) Public signs;
- (g) Real estate signs;
- (h) *Temporary sale, announcement, or merchandising signs;*

~~(h)~~ (i) Temporary signs;

~~(i)~~ (j) Temporary directional signs;

~~(j)~~ (k) Warning signs;

~~(k)~~ (l) Window signs

(3) Illuminated Signs

(a) Signs may be illuminated, either internally or externally, as permitted by this ordinance, provided that the illumination is fully shielded and directed at the sign and not in a manner as to cause a traffic hazard.

(b) Where a permit is required, the permit shall not be issued until the location and illumination of the sign has been approved by the zoning administrator, or designee.

(c) No light from any illuminated sign shall cause direct glare onto any adjoining piece of property, right-of-way, or building other than the building to which the sign applies to.

(d) The copy of electronic message signs may not flash, scroll, move, or change at timed intervals of less than twenty (20) seconds.

(e) All electronic message signs must be equipped with an automatic dimmer that controls the intensity of the light source. The intensity of light allowed for all illuminated signs shall be eight-five percent (85%) by day and fifty percent (50%) at night.

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(f) All electronic message signs must be turned off at the close of business, unless displaying time or temperature.

(4) Setbacks

(a) Signs shall be exempt from setback requirements in all zones, provided that no sign shall be located as to interfere with vehicular sight distances at intersections or to create a safety hazard.

(b) Signs shall not be located within any public right-of-way, unless approved by the Virginia Department of Transportation.

(5) Sign Area

(a) The sign area shall be measured as the area of the sign face which includes the advertising surface and any framing, trim, or molding. Two-sided sign faces shall be counted as a single sign face.

(b) Area not included: the sign area shall not include any of the support structure or architectural features that are not an integral part of the sign which may consist of landscaping, building structural form complementing the site in general.

(6) Sign Height

(a) The sign height shall be measured as the vertical distance from the normal grade directly below the sign to the highest point of the sign or sign structure, whichever is higher and shall include the base and any support structure.

(b) Signs shall not exceed six feet (6') in height, except as otherwise permitted by this article.

| (Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-2.1. Repealed.

(Ord. 6-16-10; Ord. 12-16-15)

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Sec. 22-15-3. Signs permitted.

(1) Agricultural (A-1) – The following signs shall be permitted in the A-1, Agricultural, General zoning district:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign	1 per parcel	24 32 sq. ft. (freestanding or monument)	6 10 feet
<i>Entrance Sign</i>	<i>1 per entrance</i>	<i>12 sq. ft.</i>	<i>4 feet</i>
Home Occupation Sign	1 per parcel	12 sq. ft.	4 feet
Projecting Sign	1 per establishment	9 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road that property has frontage on	32 sq. ft.	8 feet
Wall Sign	1 per <i>public</i> road frontage	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

*No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(2) Residential (R-1, R-2, R-4, MHP) – The following signs shall be permitted in the R-1, Residential, Limited; R-2, Residential, General; R-4, Residential, Limited; and MHP, Manufactured Home Park zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Business Sign	1 per parcel	20 32 sq. ft. (freestanding or monument)	6 10 feet

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<i>Entrance Sign</i>	<i>1 per entrance</i>	<i>12 sq. are feet</i>	<i>4 feet</i>
Home Occupation Sign	1 per parcel	9 sq. ft.	4 feet
Subdivision Sign	1 per entrance	40 sq. ft.	6 feet
Temporary Subdivision Advertising Sign	1 per public road that property has frontage on	32 sq. ft.	8 feet

(3) Residential (R-3), Business (B-1, B-C), Planned Unit Development (PUD), and Industrial (I-1, I-2) – The following signs shall be permitted in the R-3, Residential, Planned Community; B-1, Business, General; B-C, Business, Convenience; PUD, Planned Unit Development; I-1, Industrial, Limited; and I-2, Industrial, General zoning districts:

Type of Sign	Number Allowed	Max. Sign Area	Max. Sign Height
Awning Sign	1 per establishment	6 sq. ft.	N/A
Business Sign (standalone businesses or not part of business/industrial park)	1 per parcel	24 ³² sq. ft. (freestanding) 28 ⁴⁰ sq. ft. (monument)	6 ¹⁰ feet (freestanding) 8 ¹² feet (monument)
Business Sign (shopping centers or business/industrial parks)	1 per shopping center or business park entrance	1.5 square feet of sign area for each lineal foot of building/tenant frontage – up to a maximum of 150 sq. ft. aggregate	10 feet (freestanding) 15 feet (monument)
Canopy Sign	1 per establishment	12 sq. ft.	N/A
Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
Electronic Message Sign	1 per parcel	28 sq. ft.	8 feet
<i>Entrance Sign</i>	<i>1 per entrance</i>	<i>12 sq. ft</i>	<i>4 feet</i>

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Projecting Sign	1 per establishment	12 sq. ft.	Roof line of the building
Subdivision Sign	1 per entrance	40 sq. ft.	8 feet
Temporary Subdivision Advertising Sign	<u>1 per public road that property has frontage on 1 per</u>	32 sq. ft.	8 feet
Wall Sign	<u>1 per public road frontage 1 per public road frontage</u>	3 sq. ft. per 1 lineal foot of building/tenant frontage*	Roof line of the building

*No more than 50% of the total sign area may be displayed on the front of the building. The remaining 50% may be distributed on the sides and rear of the building, with a maximum of 25% distribution per side and a maximum of 50% distribution on the rear of the building.

(Ord. 6-16-10)

4. Zion Crossroads Urban Development Area. The following signs shall be permitted in the Zion Crossroads Urban Development Area, and supersede other sign dimensions listed in this ordinance:

<i>Type of Sign</i>	<i>Number Allowed</i>	<i>Max. Sign Area</i>	<i>Max. Sign Height</i>
<i>Awning Sign</i>	<i>1 per establishment</i>	<i>6 sq. ft.</i>	<i>N/A</i>
<i>Business Sign (standalone businesses or not part of business/ industrial park)</i>	<i>1 per parcel or 1 per public road frontage</i>	<i>24-36 sq. ft. (freestanding)</i> <i>28-40 sq. ft. (monument)</i>	<i>6-20 feet (freestanding)</i> <i>8-25 feet (monument)</i>
<i>Business Sign (shopping centers or business/ industrial parks)</i>	<i>1 per shopping center or business park entrance or 1 per public road frontage</i>	<i>1.5-2.5 square feet of sign area for each lineal foot of building/tenant frontage – up to a maximum of 150-200 sq. ft. aggregate</i>	<i>10-25 feet (freestanding)</i> <i>15-30 feet (monument)</i>
<i>Canopy Sign</i>	<i>1 per establishment</i>	<i>12 sq. ft.</i>	<i>N/A</i>

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Directory Sign	1 per establishment or development	16 sq. ft.	6 feet
<i>Electronic Message Sign</i>	<i>1 per parcel</i>	<i>28 40 sq. ft.</i>	<i>8 feet</i>
<i>Entrance Sign</i>	<i>1 per entrance</i>	<i>12 sq. ft.</i>	<i>4 feet</i>
<i>Projecting Sign</i>	<i>1 per establishment</i>	<i>12 sq. ft.</i>	<i>Roof line of the building</i>
<i>Subdivision Sign</i>	<i>1 per entrance</i>	<i>40 sq. ft.</i>	<i>8 feet</i>
<i>Temporary Subdivision Advertising Sign</i>	<i>1 per public road frontage</i>	<i>32 sq. ft.</i>	<i>8 feet</i>
<i>Wall Sign</i>	<i>1 per public road frontage</i>	<i>3 sq. ft. per 1 lineal foot of building/tenant frontage*</i>	<i>Roof line of the building</i>

Sec. 22-15-4. Administration.

(1) Permit Requirements – Except as otherwise provided herein, no sign shall be erected, altered, refaced or relocated unless a sign permit has been approved by the Zoning Administrator. Where there is a discrepancy between Fluvanna County and the Virginia Department of Transportation sign regulations, the more stringent shall apply. Where the Fluvanna County sign regulations do not recognize a particular type of sign, the Virginia Department of Transportation regulations shall apply.

(2) Maintenance and Removal

(a) All signs shall be constructed in compliance with the Uniform Statewide Building Code, as adopted by the Virginia State Code.

(b) All signs and components thereof shall be legible and shall be maintained in good repair and in a safe, neat, and clean condition.

(c) The Zoning Administrator may cause to have removed or repaired immediately any sign which, in the Zoning Administrator's opinion, has

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become insecure, in danger of falling, or otherwise unsafe, and, as such, presents an immediate threat to the safety of the public. If such action is necessary to render a sign safe, the cost of such emergency removal or repair shall be at the expense of the owner or lessee thereof.

(d) Any sign that is obsolete, because of discontinuance of the subject activity or any other reason that would cause the sign to be obsolete, shall be removed within ten (10) days.

(e) Any sign located on property, which becomes vacant and is unoccupied for a period of two (2) years or more shall be deemed abandoned. An abandoned sign shall be removed by the owner or lessee of the property. If the owner or lessee fails to remove the sign, the Zoning Administrator shall give the owner fifteen (15) days written notice to remove it. Upon failure to comply with this notice, the Zoning Administrator may initiate such action as may be necessary to gain compliance with this provision.

(Ord. 6-16-10; Ord. 12-16-15)

Sec. 22-15-4.1. “Going out of business” and “Special” sales.¹³

(A) All persons must obtain a permit from the county in order to advertise or conduct a sale for the purpose of discontinuing a retail business, or to modify the word “sale” in any advertisement with the words “going out of business” or any other words which tend to insinuate that the retail business is going to be discontinued and the merchandise liquidated.

(B) The applicant shall submit an application for a permit to the county administrator, or his designee, which shall include the following:

- (1) A statement of the purpose of the sale (i.e. liquidation of assets, terminating retail business);
- (2) An inventory including the kind and quantity of all goods to be offered for sale during the sale;
- (3) A copy of any proposed advertisements which may be posted or published in connection with the special sale; and
- (4) A fee of \$50¹⁴ for the processing of the permit, which shall not be refunded.

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(C) Upon receipt of the complete application and fee, the county administrator or his designee, shall issue a special sale permit which shall be valid for a maximum of sixty (60) days. An extension of the sale or additional sale shall require an additional permit application and fee as described above. A maximum of one (1) permit beyond the initial sixty (60) day permit may be granted solely for the purpose of liquidating only those goods contained in the initial inventory list which remain unsold.

(D) The permittee shall prominently display the permit number and effective dates of the special sale on any and all advertisements for such sale. The permittee may not advertise along with its special sale any goods not listed in the inventory provided to the county in its application.

(E) The permittee may not commingle or add to the special sale any goods not listed in the inventory list provided to the county. Upon proof that the permittee has commingled or added goods not listed in the inventory list to the special sale, the county may revoke the special sale permit.

(F) The county administrator's designee shall inspect the advertisement and conducting of the special sale to insure it is being advertised and conducted in conformity with the permit.

(G) Advertising or conducting a special sale without a permit, as required by this Section, shall be punishable as a Class 1 misdemeanor.
(Ord. 12-16-15)

¹³ For state law requiring the county to oversee and permit such sales, see Code of Va., §§ 18.2-223 and 18.2-224.

¹⁴ *Editor's Note* – The Board of Supervisors resolution of 12-16-15 approved a fee of \$50, previously Sect. 22-15-4.1(B)(4) had required a fee of \$65.

Sec. 22-15-5. Non-conforming signs.

(1) No nonconforming sign shall be enlarged nor be worded so as to advertise or identify any use other than that in effect at the time it became a nonconforming sign.

(2) Signs lawfully existing on the effective date of this ordinance or prior ordinances, which do not conform to the provisions of this ordinance, and signs which are accessory to a nonconforming use shall be deemed to be nonconforming signs and may remain except as qualified below. Such signs shall not be enlarged, extended or structurally reconstructed or altered in any manner, except a sign face may be changed so long as the new face is equal to or reduced in height and/or sign area. The burden of establishing the nonconforming status of signs and of the physical characteristics/location of such signs shall be that of the owner of the property. Upon notice from the Zoning Administrator, a property owner shall submit verification that sign(s) lawfully existed at time of erection. Failure to provide such verification shall be cause for order to remove sign(s) or bring sign(s) into conformance with the current ordinance.

(3) Nothing in this Section shall be deemed to prevent keeping in good repair a nonconforming sign; provided, however, that no nonconforming sign which has been declared by the Zoning Administrator to be unsafe because of its physical condition, as provided for in this ordinance, shall be repaired, rebuilt or restored unless such repair or restoration will result in a sign which conforms to all applicable regulations.

(4) No nonconforming sign shall be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform to the provisions of this Article.

(5) If a nonconforming sign is removed, the subsequent erection of a sign shall be in accordance with the provisions of this Article.

(6) A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty percent (50%) of its replacement value may be restored within two (2) years after such destruction or damage but shall not be enlarged in any manner. If such

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sign is so destroyed or damaged to an extent exceeding fifty percent (50%), it shall not be reconstructed except for a sign, which would be in accordance with the provisions of this Article.

(7) A nonconforming sign that is changed to, or replaced by, a conforming sign shall no longer be deemed nonconforming, and thereafter such sign shall be in accordance with the provisions of this Article.

(8) A nonconforming sign shall be removed if the structure to which it is accessory is demolished or destroyed to an extent exceeding fifty percent (50%) of its appraised value.

(9) The ownership of the sign or the property on which the sign is located shall not, in and of itself, affect the status of a non-conforming sign.

(10) A nonconforming sign shall be considered abandoned if the business for which the sign was erected has not been in operation for a period of at least two (2) years. After the two (2) year period, the Zoning Administrator shall make a reasonable attempt to contact the property owner. If the property owner refuses to remove the abandoned sign, the county's agents or employees may enter the property upon which the sign is located and remove such sign and charge the cost of removal to the owner of the property. Nothing herein shall prevent the county from applying to the appropriate courts for an order requiring removal of the abandoned nonconforming sign by injunction or other appropriate remedy.¹⁵

¹⁵ For state authority as to the removal of abandoned nonconforming signs, see Code of Va., § 15.2-2307.

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Article 22. Definitions.**Sec. 22-22-1. Rules of construction; definitions.**

The following terms shall have the meanings assigned to them as hereinafter set forth. Except as expressly otherwise defined herein, all terms used in this chapter shall have their ordinary and established meanings, as the context may require. A word importing the masculine gender only may extend and be applied to females and to corporations as well as males. A word importing the singular number only may extend and be applied to several persons or things, as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing as well as to several persons or things.

Accessory use: A use or structure subordinate to the main use or structure on the same lot and serving a purpose naturally incidental to the main use or structure. When an accessory structure is attached to the main structure in a substantial manner, as by a wall or roof, such accessory structure shall be considered a part of the main structure.

Adult retirement community: A planned development providing residences for elderly persons that emphasizes social and recreational activities but may also provide personal services, limited health facilities, and transportation.

Agricultural enterprise: Agricultural related use that provides an agricultural service or produces goods from agricultural resources. These include processes that are a direct

²⁸ As to state law provisions regarding district boundary lines, see Code of Va., § 15.2-2309(4).

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outgrowth, yet more intensive, of the products derived through agriculture, as defined. Related uses include sawmill, winery and other similar facilities.

Agriculture: The use of land for agricultural purposes, including farming, dairying, pasturage agriculture, aquaculture, horticulture, floriculture, viticulture, forestry, livestock, and poultry and the necessary accessory uses for packing, treating, or storing the produce.

Agricultural sales, wholesale: The wholesale distribution of agricultural related products including, but not limited to, farm tools and implements, tack, animal care products, and other farm supplies. This definition excludes the sale of large implements, such as tractors and combines, but shall include harnesses, saddles, and other related equine equipment.

Alley: A service roadway providing a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration: Any change in the total floor area, use or adaptability of an existing structure.

Amusement, commercial: The provision of entertainment or games of skill to the general public for a fee, as permitted by general law.

Amusement, public: Fund-raising activities including those activities sponsored by charitable organizations for which remuneration must be paid by sponsor.

Assisted living facility: A publicly or privately operated long-term care alternative for persons aged 55 and over, or persons with disabilities, as defined by the Federal Americans with Disabilities Act, that provides the availability of professionally managed personal and health care services to occupants on premises. These premises are designed for this population; are residential in character and appearance; may include cooking facilities; and in all respects are intended to enable residents to age in place in a home-like environment. The facility operation shall have the capacity to provide residents with an array of services supporting Activities of Daily Living (ADL's) that may include, but are not necessarily limited to, meals, personal care housekeeping, transportation, and supervision of self-administered medication, while optimizing their physical and psychological independence. Such facility shall be deemed a single unit for purpose of calculating density when and as required by section 15.2-2291 of the Code of Virginia. (Ord. 12-16-15)

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Auction house: A place where objects of art, furniture, and other goods are offered for sale to persons who bid on the object in competition with each other, with all events and storage of inventory entirely enclosed in a building or structure.

Automobile graveyard: Any lot or place which is exposed to the weather and upon which more than five (5) motor vehicles of any kind that are incapable of being operated, and which it would not be economically practical to make operative, are placed, located or found. See *Salvage and scrap yard* use.

Automobile repair service establishment: A facility for the general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers, or providing collision services, including body, frame, or fender repair, and overall painting.

Automobile sales: The use of any building, land area or other premises for the display of new and used automobiles, trucks, vans, or motorcycles for sale or rent, including any warranty repair work and other repair service conducted as an accessory use.

Aviation facility: Facilities for the take-off and landing of aircraft, including runways, aircraft storage buildings, helicopter pads, air traffic control facilities, informational facilities and devices, terminal buildings, aircraft maintenance facilities, aviation instruction facilities, and heliports.

Bakery: A place for preparing, cooking, baking, and selling of products on the premises.

Base flood/one-hundred year flood: A flood that, on the average, is likely to occur once every 100 years (i.e., that has a one percent (1%) chance of occurring each year, although the flood may occur in any year).

Basement: Any area of the building having its floor sub-grade (below ground level) on all sides.

Bed and breakfast: A transient lodging establishment, within an owner occupied property, primarily engaged in providing overnight or otherwise temporary lodging for the general public and may provide meals for compensation.

Berm: A mound of earth, usually linear in form, used to shield, screen, or buffer views; separate land uses; provide visual interest; or block noise, lights, or glare.

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Bicycle parking: Bicycle racks and similar structures, permanently affixed to the ground, designed and used for storing bicycles in a secure, upright position.

Biotention area: A vegetated depression engineered to collect, store, and infiltrate runoff generated on-site.

Board of zoning appeals: The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this ordinance.

Boarding house: A building where, for compensation, lodging and meals are provided for at least five (5) and up to fourteen (14) persons.

Building: Any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or property.

Building mass: The height, width, and depth of a structure

Building, height of: The vertical distance from the grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof, or to the average height of the highest gable of a pitch or hip roof.

Building, main: The principal building or one of the principal buildings on a lot, or the building or one of the principal buildings housing the principal use on the lot.

Butcher shop: A shop in which meat, poultry, and fish are processed and sold.

Cabaret, adult: A building or portion of a building regularly featuring dancing or other live entertainment if the dancing or entertainment that constitutes the primary live entertainment is distinguished or characterized by an emphasis on the exhibition of specified sexual activities or specified anatomical areas for observation by patrons therein. See *Entertainment establishment, adult* use.

Caliper: A measure of tree size, determined by measuring the diameter of a tree at a point six inches (6") above the root ball, at the time of planting, or twelve inches (12") above the ground, for established vegetation.

Camp: A tract of land, complete with all necessary and accessory uses and structures, used for organized recreational activities under trained supervision. Seasonal accommodations may be provided and such uses shall include boarding camps, day camps and summer camps.

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Campground: An area to be used for transient occupancy by camping in tents, camp trailers, travel trailers, motor homes, or similar transportable or temporary sleeping quarters of any kind. For purposes of this definition, transient shall be for no more than 120 days.

Car wash: Facilities for the washing and cleaning of vehicles, including automatic and self-service car washes.

Cellar: The portion of the building partly underground, having half or more than half of its clear height below the average grade of the adjoining ground.

Cemetery, commercial: A place where human remains are interred, above or below ground, and where plots are sold for that purpose, and perpetual care of the graves is furnished. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

Cemetery, non-commercial: A place where human remains are interred above or below ground and where plots are not sold. Such uses shall also allow for cemeteries for the burial of domestic animal remains.

Central sewerage system: A sewerage system consisting of pipelines or conduits, pumping stations, force mains or sewage treatment plants, including, but not limited to, septic tanks and/or drain fields, or any of them designed to serve three (3) or more connections, used for conducting or treating sewage which is required to be approved by the board of supervisors in accordance with the Virginia Waste Management Act. See *Utilities, major* and *minor* uses. (Ord. 12-16-15)

Central water supply: A water supply consisting of a well, springs or other source and the necessary pipes, conduits, mains, pumping stations and other facilities in connection therewith, to serve or to be capable of serving three (3) or more connections, which is required to be approved by the board of supervisors in accordance with the Virginia State Water Control Board Regulations. See *Utilities, major* and *minor* uses. (Ord. 12-16-15)

Child day center: A child day program offered (i) to two (2) or more children under the age of thirteen in a facility that is not the residence of the provider or of any of the children in care or (ii) thirteen (13) or more children at any location. See also *Child day program, Family day home*. (Ord. 12-16-15)

Child day program: A regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of

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thirteen for less than a twenty-four (24) hour period. See also *Child day center, Family day home*. (Ord. 12-16-15)

Cluster development: A development design technique that concentrates buildings on a portion of the site to allow the remaining land to be used for recreation, open space, or the preservation of historically or environmentally sensitive features.

Commission, The: The Planning Commission of Fluvanna County, Virginia.

Communications service: Establishment primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms. Excluded from this use type are facilities classified as major utilities or telecommunication facilities. Typical uses include, but are not limited to, television studios, telecommunication service centers, radio stations, or film and sound recording facilities.

Comprehensive plan: The Fluvanna County Comprehensive Plan.

Condominium: A building or group of buildings in which dwelling units, offices, or floor area are owned individually, and the structure, common areas, and facilities are owned by all the owners on a proportionate undivided basis.

Condominium association: The community association that administers and maintains the common elements of a condominium.

Connection, water or sewer: The provision of water and/or sewerage services to any dwelling unit or commercial or industrial establishment.

Conservation area: Any parcel or area of substantially undeveloped land conserved in its natural state to preserve or protect endangered species, critical environment features, viewsheds, or other natural elements including, but not limited to, preserves, wildlife management areas and refuges, open spaces and habitat protection areas.

Contractor's storage yard: Storage yards operated by, or on behalf of, a contractor for storage of large equipment, vehicles, or other materials commonly used in the individual contractor's type of business; storage of scrap materials used for repair and maintenance of contractor's own equipment; and buildings or structures for uses such as offices and repair facilities.

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Corporate office: An establishment primarily engaged in providing internal office administration services as opposed to customer service. Such uses generally include the headquarters, regional offices or administrative offices for a corporation.

Correctional facility: A public or privately operated use providing housing and care for individuals legally confined, designed to isolate those individuals from a surrounding community.

Cul-de-sac: The turnaround at the end of a dead-end street.

Cultural services: A library, museum, or similar public or quasi-public use displaying, preserving, and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Curvilinear street system: A pattern of streets that is primarily curved.

Dance hall: Establishments in which more than ten percent (10%) of the total floor area is designed or used as a dance floor, or where an admission fee is directly collected, or some other form of compensation is obtained for dancing, except when sponsored by civic, charitable, or nonprofit groups.

Daycare center: See *Child day center*, *Child day program*, and *Family day home*. (Ord. 12-16-15)

Development: Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Diameter at breast height: A measure of tree size, determined by measuring the diameter of a tree at a point four and one-half feet (4.5') above the ground.

Dormitory: A residence hall providing rooms for individuals or for groups usually without private baths. Also, a large room containing numerous beds.

Dripline: A vertical projection to the ground surface from the furthest lateral extent of a tree's leaf canopy.

Drive-in window: A facility designed to provide access to commercial products and/or services for customers remaining in their automobiles.

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Dwelling: Any structure which is designed for use for residential purposes, except hotels, boarding houses, lodging houses, tourist cabins, manufactured or mobile homes, and travel trailers.

Dwelling, accessory: A separate, independent dwelling unit located on the same property as the primary dwelling unit subject to the following: (1) A dwelling unit contained within a single-family dwelling that may equal the existing finished square footage of the primary dwelling, such as a basement, attic, or additional level; or (2) A dwelling unit attached to the primary single-family dwelling, or as a dwelling unit contained within a detached accessory unit; that shall be no more than one-half the size of the finished square footage of the primary dwelling unit located on the subject property. One accessory dwelling shall be permitted per property plus one additional accessory dwelling for each fifty (50) acres of contiguous property. Accessory dwelling units shall be subject to the setback requirements for primary structures.

Dwelling, multi-family: A building or portion thereof which contains two or more dwelling units for permanent occupancy, regardless of the method of ownership. Included in the use type would be garden apartments, low and high rise apartments, apartments for elderly housing and condominiums.

Dwelling, single-family attached: Two or more single family dwellings sharing two or more common walls, each on its own individual lot. Attached dwellings are not vertically stacked.

Dwelling, single-family detached: A building designed for occupancy by one family which has no connection by a common party wall to another building or structure similarly designed.

Dwelling, townhouse: A single-family attached dwelling in a row of at least three (3) such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

Dwelling, two-family: A building designed as a single structure, containing two separate living units, each of which is designed to be occupied as a separate permanent residence for one family.

Dwelling unit: Any building or portion of building intended to be used for residential purposes by a single family and designed or arranged in such a manner that none of the

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facilities or areas customarily provided for cooking, sleeping, eating sanitation, or other residential functions is shared by any other family or persons residing in the same structure.

Educational facility: A public or private institution for the teaching of children or adults including primary and secondary schools, colleges, and similar facilities.

Egress: An exit.

Elevated building: A non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, or columns (posts and piers). (Ord. 6-17-15)

Entertainment establishment, adult: Any adult cabaret, adult motion picture theater, or adult video-viewing or arcade booth.

Equestrian facility: Facilities designed and used primarily for equestrian related activities including, but not limited to: riding schools, horse exhibition facilities, polo fields, and pack stations. This includes barns, stables, corrals, and paddocks accessory and incidental to the above uses.

Evergreen: A plant with foliage that remains year-round.

Family:

- (1) An individual; or
- Two (2) or more persons related by blood, marriage, adoption, or guardianship, plus not more than (2) unrelated persons living together as a single housekeeping unit in a dwelling or dwelling unit; or
- A group of not more than four (4) persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit in a dwelling or dwelling unit.
- A group home of eight (8) or fewer people residing in a single-family residence as described in section 15.2-2291 of the Code of Virginia.

Family day home: A child day program offered in the residence of the provider or the home of any of the children in care for one (1) through twelve (12) children under the age of thirteen, exclusive of the provider's own children and any children who reside in the home,

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when at least one (1) child receives care for compensation. Family day homes service six (6) through twelve (12) children, exclusive of the provider's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four (4) children under the age of two, including the provider's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. However, a family day home where the children in care are all grandchildren of the provider shall not be required to be licensed. See also *Child day center, Child day program*. (Ord. 12-16-15)

Family daycare home: See *Child day center, Child day program, and Family day home*. (Ord. 12-16-15)

Farm: One or more parcels of land used for the primary purpose of agricultural production.

Farm tenant housing: A dwelling located on a farm for the purpose of housing an employee of that farm operation and his/her family. Also included in this use type would be multi-family dwelling(s) for seasonal employees in connection with an orchard or other agricultural use which relies on seasonal employees who must be housed.

Farm sales: The sale of agricultural produce or merchandise produced primarily by the resident operator on his farm.

Financial institution: An establishment where the principal business is the receipt, disbursement or exchange of funds and currencies, such as: trust companies, savings banks, industrial banks, savings and loan associations, building and loan associations, commercial banks, credit unions, federal associations, and investment companies.

Flea market: A market held in an open area or building where goods are offered for sale to the public by individual sellers, generally on an occasional or periodic basis.

Flood: A general or temporary condition of partial or complete inundation of normally dry land areas.

Flood, Base: The flood having a one percent (1%) chance of being equaled or exceeded in any given year. Also referred to as the 100-year flood. (Ord. 6-17-15)

Flood Elevation, Base: The Federal Emergency Management Agency designated one hundred (100) year water surface elevation. The water surface elevation of the base flood in relation to the datum specified on the Fluvanna County FIRM. (Ord. 6-17-15)

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Flood Hazard Area, Special: The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 17, Section 22-17-8A. of this ordinance. (Ord. 6-17-15)

Floodplain or Flood-Prone Area: Any land area susceptible to being inundated by water from any source. (Ord. 6-17-15)

Floodplain encroachment: The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot (1'), at any point. (Ord. 6-17-15)

Floor area ratio: The gross floor area of all buildings or structures on a lot divided by the total lot area.

Footcandle: A quantitative unit of measure referring to the measurement of illumination incident at a single point. One footcandle is equal to one lumen uniformly distributed over an area of one square foot.

Frontage: The continuous uninterrupted distance along which a parcel abuts a single adjacent road or street.

Funeral home: A facility for the preparation of the deceased for burial and display of the deceased and rituals connected therewith before burial or cremation. Typical uses include funeral homes or mortuaries.

Garden center: A retail business in which plants, which may or may not be cultivated on-site, are offered for sale to the general public. Supplemental items used in planting and landscaping, such as pre-packaged mulch, pre-packaged topsoil, plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items. Such a use is not characterized by frequent heavy equipment operation, other than the occasional delivery or shipment of product.

Gas station: Any place of business used primarily for the storage, dispersal, sale or offering of fuels and oils for motor vehicles. Such uses may also include the retail sale of

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convenience items as a secondary activity. Any use associated with automobile fuel sales shall be considered a gas station.

Governing body: The Board of Supervisors of Fluvanna County, Virginia.

Greenhouse, commercial: A facility employing a glass, plastic, or similar enclosure for the cultivation of plants, in which plants are offered for sale to the public, either at wholesale or at retail. Supplemental items used in planting and landscaping, such as mulch, topsoil, plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items. Such a use is not characterized by frequent heavy equipment operation, other than the occasional delivery or shipment of product.

Greenhouse, non-commercial: A facility employing a glass, plastic, or similar enclosure for the cultivation of plants, in which no product is offered for sale to the public.

Greenway: (1) A linear open space established along either a natural corridor, such as a riverfront, stream valley, or ridge line, or over land along a railroad right-of-way converted to recreational use, a canal, a scenic road, or other route; (2) any natural or landscaped course for pedestrian or bicycle passage; (3) an open space connector lining parks, natural reserves, cultural features, or historic sites with each other and with populated areas; and (4) locally, certain strip or linear parks designated as a parkway or greenbelt.

Grocery store: A retail business primarily engaged in the sale of unprepared food for personal or household preparation and consumption. Such a facility may also engage in incidental sales of prepared foods for personal consumption on- or off-site.

Group home: A licensed residential facility in which no more than eight (8) mentally ill, mentally retarded or developmentally disabled persons reside, with one or more resident counselors or other staff persons, shall be considered a residential occupancy by a single family. Mental illness and developmental disability shall not include current illegal use of or addiction to a controlled substance. Such facility shall be licensed by the Commonwealth of Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services, in order to qualify as a single-family use.

Guidance services: A use providing counseling, guidance, recuperative, or similar services for person requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar conditions for only part of a twenty-four (24) hour day.

Halfway house: An establishment providing accommodations, supervision, rehabilitation, counseling, and other guidance services to persons suffering from alcohol or

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drug addiction, to person re-entering society after being released from a correctional facility or other institution, or to persons suffering from similar disorders.

Health official: The legally designated health authority of the State Board of Health for Fluvanna County or his authorized representative.

Historical area: As indicated on the zoning map to which the provisions of this chapter apply for protection of a historical heritage.

Historic structure: Any structure that is (1) listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (2) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (3) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (4) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (a) by an approved state program as determined by the Secretary of the Interior; or (b) directly by the Secretary of the Interior in states without approved programs.

Home occupation: An occupation carried on by the occupant of a dwelling as a secondary use in connection with which there is no display, no one is employed other than members of the family residing on the premises, there is no substantial increase in traffic, and provided that not more than twenty-five (25%) of the gross floor area of such dwelling shall be used for such occupation.

Homeowners association: A community organization, other than a condominium association, that is organized in a development in which individual owners share common interests and responsibilities for costs and upkeep of common open space or facilities.

Hospital: An institution providing primary health services and medical or surgical care to persons, primarily inpatients, suffering from illness, disease, injury, deformity, and other abnormal physical or mental conditions and including, as an integral part of the institution, related facilities, such as laboratories, outpatient facilities, training facilities, medial offices, and staff residences.

Hotel: A building or group of attached or detached buildings containing lodging units intended primarily for rental or lease to transients by the day, week or month. Such uses

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generally provide additional services such as daily maid service, restaurants, meeting rooms and/or recreation facilities. Such uses include hotels, motels, motor lodges, and motor courts.

Hunt club: Areas reserved to members of the club for private hunting of wildlife, fishing, and accessory uses in support of those activities.

Hunting preserve: An area licensed by the commonwealth for public or private hunting of wildlife, fishing, and accessory uses in support of those activities.

Impervious surface: Any material that prevents absorption of stormwater into the ground.

Indoor entertainment: Predominantly spectator uses conducted within an enclosed building, but not including public facilities. Typical uses include, but are not limited to, motion picture theaters, and concert or music halls.

Indoor recreation facility: Predominantly participant uses conducted within an enclosed building, but not including public facilities. Typical uses include bowling alleys, ice and roller skating rinks, indoor racquetball, swimming, and/or tennis facilities.

Inoperable motor vehicle: (i) any motor vehicle which is not in operating condition; (ii) any motor vehicle which for a period of sixty (60) days or longer has been partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for operation of the vehicle; or (iii) any motor vehicle on which there are displayed neither valid license plates nor a valid inspection decal, as provided in section 15.2-904 of the Code of Virginia. (Ord. 12-16-15)

Junk: Old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris, waste, or junked, dismantled, or wrecked automobiles, or parts thereof, iron, steel, and other old or scrap ferrous or nonferrous material.

Junkyard: An establishment or place of business which is maintained, operated, or used for storing, keeping, buying, or selling junk, or for the maintenance or operation of an automobile graveyard, and the term shall include garbage dumps and sanitary fills. See *Salvage and scrap yard* use.

Kennel, commercial: A place designed and used to house, board, breed, handle or otherwise keep or care for dogs, cats, or other household pets for the specific intent of sale or in return for compensation.

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Kennel, private: The keeping, breeding, raising, showing, or training of four (4) or more dogs, cats, or other household pets over six months of age for personal enjoyment of the owner or occupants of the property, and for which commercial gain is not the primary objective.

Landscaping materials supply: A business used primarily for the bulk storage and sale of landscaping supplies, such as soil, gravel, potting mix, mulch, sand, stone, and the like, either wholesale or at retail, necessitating the frequent use of heavy equipment. Plants and supplemental items used in planting and landscaping, such as plant containers, yard ornaments, hand tools, and the like, may be sold on-site as secondary or incidental items.

Laundromat: A building where clothes or other household articles are washed in self-service machines and where such washed clothes and articles may also be dried or ironed.

Laundry: Establishments primarily engaged in the provision of laundering, cleaning, or dyeing services other than those classified as Personal Service Establishments. Typical uses include, but are not limited to, bulk laundry and cleaning plants, diaper services, or linen supply services.

Level of service: A description of traffic conditions along a given roadway or at a particular intersection.

Livestock feed lot, commercial: A commercial establishment where livestock is fattened for sale and where feed is transported from other places.

Livestock sale yard, commercial: A commercial establishment wherein livestock is collected for sale or auctioning.

Lodge: A facility, owned or operated by a corporation, association, person or persons, for social, educational or recreational purposes, to which membership is required for participation and not primarily operated for profit nor to render a service that is customarily carried on as a business. A lodge does not include facilities for members to reside.

Lot: A parcel of land, including a residue, described by metes and bounds or otherwise or shown on a plat, and intended as a unit of real estate for the purpose of ownership, conveyance or development.

Lot, corner: A lot abutting upon two (2) or more street rights-of-way at their intersection. Of the two sides of a corner lot, in the absence of evidence to the contrary based

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on actual development, the front shall be presumed to be the shorter of the two sides fronting on streets.

Lot, depth of: The average horizontal distance between the front and rear lot lines.

Lot, double frontage: An interior lot having frontage on two (2) streets.

Lot, interior: Any lot other than a corner lot.

Lot, pipestem: A large lot not meeting minimum frontage requirements and where access to the public road is by a narrow private right of way or driveway.

Lot, reverse frontage: A through lot that is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

Lot, through: A lot that fronts upon two (2) parallel streets or that fronts upon two (2) streets that do not intersect at the boundaries of the lot.

Lot, width of: The average horizontal distance between side lot lines.

Lot of record: A lot, a plat or description of which has been recorded in the clerk's office of the Circuit Court.

Low-impact development: A design strategy with the goal of maintaining or replicating the pre-development hydrologic regime through the use of design techniques to create a functionally-equivalent site design. Hydrologic functions of storage, infiltration and groundwater recharge, as well as the volume and frequency of discharges, are maintained through the use of integrated and distributed micro-scale stormwater retention and detention areas, reduction of impervious surfaces, and the lengthening of runoff flow paths and flow time. Examples of low-impact development techniques include, but are not limited to, the use of permeable paving materials, rain gardens, bioswales, infiltration trenches, and tree box filters.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.

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Lumberyard: An area used for the storage, distribution, and sale of finished or rough-cut lumber and lumber products, plywood, drywall, paneling, concrete masonry unit (CMU) blocks and other concrete products, but not including the manufacture of such products.

Machine shop: Shops where lathes, presses, grinders, shapers, and other wood and metal working machines are used such as blacksmith, tinsmith, welding, and sheet metal shops; plumbing, heating, and electrical repair shops; and overhaul shops.

Manufactured home: A factory-built, single-family structure that is manufactured under the authority of the National Manufactured Home Construction and Safety Standards Act, is transportable in one or more sections, is built on a permanent chassis, and is used as a place of human habitation; but which is not constructed with a permanent hitch or other device allowing transport of the unit other than for the purpose of delivery to a permanent site, and which does not have wheels or axles permanently attached to its body or frame. Also referred to as mobile homes.

Manufactured home sales: Establishments primarily engaged in the display, retail sale, rental, and repair of new and used manufactured homes, modular homes, parts, and equipment.

Manufacturing, Heavy: The manufacture or compounding process of raw materials. These activities or processes would necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process. These activities may involve outdoor operations as part of their manufacturing process.

Manufacturing, Light: The manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing and custom manufacturing.

Manufacturing, Medium: The processing and manufacturing of materials or products predominantly from extracted or raw materials. These activities do not necessitate the storage of large volumes of highly flammable, toxic matter or explosive materials needed for the manufacturing process.

Marina, commercial: A marina designed and operated for profit or operated by any club or organized group where hull and engine repairs, boat and accessory sales, packaged food sales, restaurants, personal services, fueling facilities, storage and overnight guest facilities or any combination of these are provided.

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Marina, private: A marina, including a dock for the use of a single parcel, designed and intended to be used for mooring of boats owned by residents of the general neighborhood with no commercial facilities other than those necessary for minor servicing and repairs.

Media, adult: Magazines, books, videotapes, movies, slides, CD-ROMs, DVDs or blu-ray or other devices used to record computer images, or other media that are distinguished or characterized by their emphasis on matter depicting, describing, or relating to specified sexual activities or specified anatomical areas. See *Retail store, adult* use. (Ord. 12-16-15)

Medical clinic: A facility providing medical, psychiatric, or surgical service for persons exclusively on an out-patient basis including emergency treatment, diagnostic services, training, administration and services to outpatients, employees, or visitors. The term, “medical clinic” includes immediate care facilities, where emergency treatment is the dominant form of care provided at the facility.

Mining: The breaking or disturbing of the surface soil or rock in order to facilitate or accomplish the extraction or removal of minerals; any activity constituting all or part of a process for the extraction or removal of minerals so as to make them suitable for commercial, industrial, or construction use; but shall not include those aspects of deep mining not having significant effect on the surface, and shall not include excavation or grading when conducted solely in aid of on-site farming or construction. Nothing herein shall apply to mining of coal. This definition shall not include, nor shall this title, chapter, or section be construed to apply to the process of searching, prospecting, exploring or investigating for minerals by drilling (section 45.1-180 of the Virginia Code). See *Resource extraction* use.

Mobile home: See *Manufactured home*.

Manufactured Home Park: Any site, lot, field or tract of land which is held out for the locations of occupied trailers which trailers or lots are intended for use by a person or persons other than the property owner, except as otherwise permitted in this chapter.

Modular home: A dwelling unit primarily manufactured off-site in accordance with the Virginia Uniform Statewide Building Code standards and transported to the building site for final assembly on a permanent foundation.

Motion picture theater, adult: An establishment that shows sexually oriented movies, distinguished or characterized by an emphasis on the exhibition of specified sexual activities or specified anatomical areas as a significant part of its business. See *Entertainment establishment, adult* use.

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Mural: A work of art (as a painting) applied to and made integral to a building wall, fence, etc., that is prepared by, or under the direction of, a skilled artist and shows imaginative skill in arrangement or execution and specifically not attempt to advertise any specific business, product or service.

Natural meadow: A continuous area designated on a landscape plan that is planted with grasses and wildflowers native to Virginia that are allowed to grow in their natural habit. Such areas are actively managed to prevent the growth of woody vegetation and invasive species.

Nonconforming activity, nonconforming use: The otherwise legal use of a building or structure or of a tract of land that does not conform to the use regulations of this ordinance for the district in which it is located.

Nonconforming lot: An otherwise legally platted lot that does not conform to the minimum area or width requirements of the ordinance for the district in which it is located.

Nonconforming structure: An otherwise legal building or structure that does not conform with the lot area, yard, height, lot, coverage, or other area regulations of this ordinance, or is designed or intended for a use that does not conform to the use regulations of this ordinance for the district in which it is located.

Nursery: A place where plants are grown commercially, either for retail or wholesale distribution. Plants cultivated on-site may be offered for sale to the general public. See *Farm sales* use.

Nursing home: Any place, institution, facility or any identifiable component of any facility, other than a hospital, licensed pursuant to section 32.1-123 of the Code of Virginia, in which the primary function is the provision, on a continuing basis, of nursing and health-related services for the treatment and inpatient care of two (2) or more nonrelated individuals, including, but not limited to, facilities known as convalescent homes, skilled nursing facilities, skilled care facilities, intermediate care facilities, extended care facilities, and nursing, or nursing care facilities. (Ord. 12-16-15)

Office: A room, suite of rooms, or building used for conducting the affairs of a business, profession, service industry, or government.

Off-street parking area: Space provided for vehicular parking outside the dedicated street right of way as required by Article 26 (Sec. 22-26-1 through 22-26-8) of this chapter.

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Outdoor entertainment: Predominantly spectator uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, sports arenas, motor vehicle or animal racing facilities, and outdoor amusement parks.

Outdoor gathering: Any temporary organized gathering expected to attract 200 or more people at one time in open spaces outside an enclosed structure. Included in this use type would be entertainment and music festivals, church revivals, carnivals and fairs, and similar transient amusement and recreational activities not otherwise listed in this section. Such activities held in public parks or on public school property shall not be included within this use type.

Outdoor recreation facility: Predominantly participant uses conducted in open or partially enclosed or screened facilities, but not including public facilities. Typical uses include, but are not limited to, golf courses, driving ranges, tennis courts, motorized cart and motorcycle tracks, paintball facilities, swimming pools, athletic ball fields.

Package Treatment Plant: Small, self-contained sewage treatment facility built to serve designated service areas. See *Utility, major* use.

Parking area: Any public or private area, under or outside of a building or structure, designed and used for parking motor vehicles including parking lots, garages, private driveways, and legally designated areas of public streets.

Parking bay: A continuous row of parking, containing twenty (20) parking spaces or less, bounded on both ends by a parking island, as specified in Article 26: Off-Street Parking and Loading Spaces of this Chapter. (Ord. 12-16-15)

Parking facility: A site for surface parking or a parking structure use which provides one (1) or more parking spaces together with driveways, aisles, turning and maneuvering areas, incorporated landscaped areas, and similar features meeting the requirements established by this ordinance. This use type shall not include parking facilities accessory to a permitted principal use. This use type excludes temporary parking facilities permitted by County Code.

Pavers: Preformed paving blocks that are installed on the ground to form patterns while at the same time facilitate pedestrian and vehicular travel.

Personal improvement services: Establishments primarily engaged in the provision of informational, instructional, personal improvements and similar services. Typical uses

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include, but are not limited to, driving schools, health or physical fitness studios, dance studios, handicraft and hobby instruction.

Personal service establishment: An establishment or place of business engaged in the provision of frequently or recurrently needed services of a personal nature. Typical uses include, but are not limited to, beauty and barber shops; dry cleaners; and seamstresses, tailors, and shoe repair.

Pervious surface: Any material that permits full or partial absorption of stormwater into previously unimproved land.

Petroleum Distribution Facility: A facility for the storage and distribution of fuels or other volatile products.

Pharmacy: An establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, and related supplies.

Plat: A schematic representation of a parcel or subdivision.

Plat, preliminary: A plat showing the existing boundaries and certain existing features of a parcel to be subdivided, together with the property lines or proposed lots and certain proposed features and improvements.

Plat, final: A plat showing the new property lines and certain features and improvements installed pursuant to the preliminary plat, showing their location as built, and prepared for recordation. Final plat approval gives the subdivider the right to record such plat with the Clerk of the Circuit Court and to convey the individual lots shown thereon.

Professional school: A specialized instructional establishment that provides on-site training of business, commercial, and/or trade skills, or other similar activity or occupational pursuit, but not including educational facilities.

Property Owners' Association: An entity established, pursuant to section 55-508 et seq. of the Code of Virginia, or otherwise, for the purpose of maintaining land or property owned in common by the owners of property in a subdivision.

Public assembly: Facilities that accommodate public assembly for purposes such as sports, amusements, or entertainment. Typical uses include, but are not limited to, auditoriums, sports stadiums, convention facilities, and incidental sales and exhibition facilities.

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Public park and recreational area: Publicly owned and operated parks, picnic areas, playgrounds, indoor/outdoor athletic or recreation facilities, indoor/outdoor shelters, amphitheaters, game preserves, open spaces, and other similar uses but not including public recreation assembly.

Public recreation assembly: Publicly owned and operated community, civic, or recreation centers, year-round swimming facilities, or indoor performing arts/auditoriums.

Public safety facility: Public agency facilities that provide public safety and emergency services including fire, rescue squad, and police stations and related administrative facilities. See *Public use*.

Public use: Uses, structures, and facilities made available for public service including, but not limited to, parks, playgrounds, libraries, public safety and emergency facilities, and administrative buildings.

Public water and sewer system: A water or sewer system owned and operated by a municipality, county or other political subdivision of the Commonwealth.

Pumping station: A building or structure containing the necessary equipment to pump a fluid to a higher level.

Railroad facility: Railroad yards, equipment servicing facilities, and terminal facilities.

Recreation, active: Leisure-time activities, usually of a formal nature and often performed with others, requiring equipment and taking place at prescribed places, sites, or fields.

Recreation, passive: Activities that involve relatively inactive or less energetic activities, such as walking, sitting, picnicking, card games, and table games.

Recreational vehicle: A vehicle which is (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projects; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational camping, traveling, or seasonal use.

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Recreational vehicle sales: Retail sales of recreational vehicles and boats, including service and storage of vehicles and parts and related accessories.

Rectilinear street pattern: A pattern of streets that is primarily characterized by right-angle roadways, grid pattern blocks, and four-way intersections.

Religious assembly: A use providing regular organized religious worship or related incidental activities, except primary or secondary schools and day care facilities.

Research laboratory: A facility for scientific research, investigation, testing, or experimentation, but not facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Residential area (gross): The total area of land and water within a residential development.

Residential area (net): That area of land and water within a development designed for residential purposes and unoccupied by streets, open space or parking areas; provided that individual private driveways accessory to residential uses shall not be considered streets or parking areas.

Residential density (gross): The total number of dwelling units within a development divided by the gross residential area and expressed in dwelling units per acre.

Residential density (net): The total number of dwelling units within a development divided by the net residential area and expressed in dwelling units per acre.

Residue: The remainder of a lot after a subdivision has detached one or more lots, which residue shall be deemed, for purposes of this chapter, to be a new lot.

Resource extraction: A use involving on-site extraction of surface or subsurface mineral products or natural resources. Typical uses are quarries, borrow pits, sand and gravel operation, mining, and soil mining. Specifically excluded from this use type shall be grading and removal of dirt associated with an approved site plan or subdivision, or excavations associated with, and for the improvement of, a bona fide agricultural use.

Restaurant, fast food: An establishment primarily engaged in the preparation of food and beverages, for take-out, delivery, or consumption on the premises, served in disposable containers at a counter or to drive-up or drive-thru customers in motor vehicles.

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Restaurant, general: An establishment engaged in the preparation of food and beverages containing more than 2,000 gross square feet and characterized primarily by table service to customers in non-disposable containers.

Restaurant, small: An establishment engaged in the preparation of food and beverages containing no more than 2,000 gross square feet and typically characterized by table service to customers.

Retail store, adult: An establishment that: offers for sale or rent items from any of the following categories: (a) adult media, (b) sexually oriented goods, or (c) goods marketed or presented in a context to suggest their use for specified sexual activities; and the combination of such items constitutes more than fifteen percent (15%) of its stock in trade or occupies more than fifteen percent (15%) of its gross public floor area; and where there is no on-site consumption of the goods, media, or performances for sale or rent.

Retail store, general: A retail sales establishment offering the sale or rental of commonly used goods and merchandise for personal or household use but excludes those classified more specifically by definition.

Retail store, large-scale: A retail sales establishment of more than 30,000 square feet of gross floor area engaged in the sale or rental of goods for consumer or household use.

Retail store, neighborhood convenience: A retail sales establishment primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as, but not limited to, prepackaged food and beverages, limited household supplies and hardware, and limited food preparation and service. Such uses that include fuel pumps or the selling of fuel for motor vehicles shall be considered gas stations.

Retail store, specialty: A retail sales establishment of not more than 4,000 square feet that specializes in one type or line of merchandise or service including, but not limited to, antique stores, bookstores, shoe stores, stationary stores, jewelry stores, auto parts stores, and hardware stores.

Right-of-way: A strip or other portion of a parcel of land conveyed to a person, a partnership, a property owners' association, a corporation, or a government agency for the purpose of constructing and maintaining a road or utility facility, or similar use.

Riparian protection area: A vegetated zone adjacent to an intermittent or perennial stream where development is restricted or controlled to minimize the effects of development

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on local water quality. Indigenous vegetation, including existing ground cover, is preserved to the maximum extent possible.

Salvage and scrap yard: Facilities engaged in the storage, sale, dismantling or other processing of uses or waste materials which are not intended for reuse in the original forms. Typical uses include, but are not limited to, paper and metal salvage yards, automotive wrecking yards, junk yards, used tire storage yards, or retail and/or wholesale sales of used automobile parts and supplies.

Sanitary landfill: A place for the disposal of solid wastes approved in accordance with the regulations of the Department of Environmental Quality (DEQ).

Sawmill, permanent: A permanent facility where logs or lumber are sawn, split, shaved, stripped, chipped, or otherwise processed to produce wood products.

Sawmill, temporary: A portable sawmill located on private property for not more than sixty (60) days unless used for the processing of timber cut only from that property or the property immediately contiguous thereto.

Self-storage facility: A structure containing separate, individual, and private storage spaces of varying sizes leased or rented on individual leases for varying periods of time.

Setback: The minimum distance by which any building or structure must be separated from the front lot line.

Sheltered care facility: A facility providing temporary sheltering for the homeless or for victims of crime or abuse including emergency housing during crisis intervention for individuals, such as victims of rape, child abuse, or physical beatings.

Shooting, private recreational: The use of land for target shooting and other recreational activities, other than hunting, involving the use of firearms or other projectiles by the owner or occupant of a parcel and their guests, not in return for compensation. Associated facilities shall be subject to approval by the zoning administrator in accordance with safety guidelines issued by the National Rifle Association (NRA) or other recognized authority.

Shooting range, indoor: The use of a structure for firearms or other projectiles for the purpose of target practice or competitions, and in return for compensation.

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Shooting range, outdoor: The use of land for shooting clubs and other facilities for the discharge of firearms or other projectiles for the purposes of target practice, skeet and trap shooting, mock war games, or formal competitions, or in return for compensation.

Shrub: A low woody plant, with multiple shoots or stems from the base, which attains a mature height of less than fifteen feet (15').

Sign: Any object, device, display, or structure that is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event, or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination, projected images, or any combination thereof.

Sign, auction: A temporary sign, not illuminated, advertising an auction to be conducted on the lot or premises upon which it is situated, such signs shall not exceed twenty (20) square feet in area. (Ord. 12-16-15)

Sign, awning: A sign that is painted or otherwise applied on or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, or window of a building.

Sign, banner: A temporary sign, not exceeding thirty-two (32) square feet, made of fabric or other flexible material, suspended from a fixed structure, rope, wire, string, or cable. Banner signs are for the advertising of a special event, product, or group and are not to be displayed for a period of more than thirty (30) consecutive days, and not more than sixty (60) days total in a calendar year. (Ord. 12-16-15)

Sign, business: A sign which directs attention to a product, commodity, or service available on the premises including professional offices or institutional use.

Sign, canopy: A type of wall sign that is attached to the fascia of a canopy.

Sign, construction: A temporary sign that identifies an architect, engineer, contractor, subcontractor, or material supplier who participates in construction on the property on which the sign is located. Such signs shall not exceed thirty-two (32) square feet in area and eight (8) feet in height, and may be erected once the land disturbance permit has been issued for the property and must be removed upon issuance of a final certificate of occupancy. (Ord. 12-16-15)

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Sign, directional: A sign, not to exceed four (4) square feet, providing on-premise directions for pedestrian and vehicular traffic including, but not limited to, entrance/exit signs, parking areas, loading zones, and circulation direction.

Sign, directory: A sign that lists the names, uses, or locations of the businesses or activities conducted within a building or group of buildings of a development.

Sign, electronic message: A monument sign or portion thereof in which the copy is composed of a series of lights that may be changed through electronic means. The total area of the electronic message display area for such signs shall not exceed thirty percent (30%) of the total area of the sign area permitted for that site.

Sign, estate: An on-premise sign that identifies the name, occupant, and/or street address of a private residence, property, or farm. Such signs shall not exceed nine (9) square feet.

Sign face: The area or display surface used for the message.

Sign, flashing: An illuminated sign of which all or part of the illumination is flashing or intermittent, or changing in degrees of intensity, brightness or color. Electronic message signs that meet the requirements this Article and Section 22-15 shall not be considered flashing signs.

Sign, freestanding: A sign anchored directly to the ground or supported by one or more posts, columns, or other vertical structures or supports, and not attached to or dependent for support from any building.

Sign, home occupation: A sign containing only the name and occupation of a permitted home occupation on the premises.

Sign, illuminated: A sign, or any part of a sign, which is externally or internally illuminated or otherwise lighted from a source specifically intended for the purpose of such illumination or lighting.

Sign, inflatable: Any display capable of being expanded by air or other gas and used on a permanent or temporary basis to advertise a product or event.

Sign, monument: A sign affixed to, and made an integral part of, a structure built on grade that does not involve the use of poles as its major support.

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Sign, moving: A sign, any part of which moves by means of an electrical, mechanical, or other device, or that is set in motion by wind.

Sign, nonconforming: A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

Sign, off-premise: A sign that directs attention to a business, product, service or establishment, conducted, sold or offered at a location other than the premises on which the sign is erected.

Sign, on-premise: Any sign identifying or advertising a business, person, property, activity, goods, products, or services, located on the premises where the sign is installed and maintained.

Sign, pennant: A sign, with or without a logo, made of flexible materials suspended from one or two corners, used in combination with other such signs to create the impression of a line, such as streamers.

Sign, political: A temporary sign expressing or implying the opinion or opinions of an individual or group intended to influence the election or appointment of government officials and/or to influence the actions, policies and /or conduct of government. (Ord. 10-18-00; Ord. 12-16-15)

Sign, portable: A sign that is not permanently affixed to the ground or to a permanent structure, or a sign that can be moved to another location including, but not limited to, signs with attached wheels, signs mounted upon or applied to a trailer, or signs mounted on or applied to a vehicle that is parked and visible from the public right-of-way.

Sign, projecting: A sign, attached to and supported by a building or wall, that projects out perpendicularly from that wall more than twelve inches (12") but not more than four feet (4').

Sign, public: A sign that is erected and maintained by a federal, state, or local government agency.

Sign, real estate: A sign pertaining to the sale or lease of the premises on which the sign is located. Such signs shall not exceed nine (9) square feet.

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Sign, roof: A sign that is mounted on the roof of a building or which extends above the top edge of the wall of a flat-roofed building, above the eave line of a building with a hip, gambrel, or gable roof, or the deck line of a building with a mansard roof.

Sign structure: The supports, uprights, bracing and/or framework of any structure, be it single-faced, double-faced, v-type or otherwise exhibiting a sign.

Sign, subdivision: A monument sign erected at the entrance of a residential, commercial, or industrial development that identifies the development.

Sign, temporary: A sign for the advertising of a special event, product, group, occurrence, speaker, program or seasonal activity and not intended or designed for permanent display, including by way of example and not limitation, signs advertising an event, election, or campaign of an educational, political, religious, civic, philanthropic or historical organization. Temporary signs shall be posted a reasonable time before, but in no event greater than sixty (60) days prior to such event, as defined herein, and shall be removed a reasonable time after, but in no event greater than ten (10) days after such event, as defined herein. Temporary signs shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. (Ord. 12-16-15)

Sign, temporary directional: A temporary sign directing individuals to the location of a special event or gathering. (Ord. 12-16-15)

Sign, temporary sale, announcement or merchandising: Any sign denoting a sale or special product, promotion, or announcing a grand opening, new management, or similar event or activity occurring on the premises. Only one such sign shall be permitted at a time per business. Such signs shall be treated as temporary signs, as defined herein and shall be of reasonable size and no larger than the largest permitted signs in the zoning district, unless otherwise specified in this Code. A permanently installed changeable letter panel shall not be considered a temporary sign.

Sign, temporary subdivision advertising: A sign erected on a parcel or at the entrance to a residential, commercial, or industrial subdivision that identifies the name of the development and advertises for sale lots within the development. Such signs shall be permitted for six (6) month increments, with a letter requesting renewal from the applicant for additional six (6) month increments and to be removed upon issuance of a permit for the placement of a permanent subdivision sign.

Sign, wall: A sign mounted flat against, or painted on, the exterior wall of a building or structure and not projecting more than twelve inches (12") from the surface of the building,

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unless on the mansard portion of a roof.

Sign, warning: A sign located on a property for warning or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity. (Ord. 12-16-15)

Sign, window: A permanent or temporary sign affixed to the interior or exterior of a window or door, or within three feet (3') of the interior of the window or door; provided that the display of goods available for purchase on the premises is not a window sign. Such signs

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shall not exceed twenty-five percent (25%) of the total area of the window or door on which it is located.

Sketch plan: An informal conceptual map of a proposed subdivision or site plan of sufficient accuracy to be used for the purpose of discussion.

Slaughterhouse: A commercial facility where livestock is slaughtered, processed, and prepared for distribution to butcher shops or retail establishments such as grocery stores.

Small Home Industry: Small commercial, professional, or light industrial uses which do not in any way detract from adjacent agricultural or residential uses and while clearly excluding large scale industrial and commercial uses and that are located within the same parcel as the residence of the owner and within 500 feet of said residence.

Solid Waste Material Recovery Facility: A solid waste management facility which may receive municipal solid waste and recyclables from off premises for processing and consolidation and shipment out of the county for further processing or disposal.

Solid Waste Collection Facility: Any storage or collection facility which is operated as a relay point for recyclables or municipal solid waste which ultimately is to be shipped for further processing or disposal. No processing of such items occurs at such facility.

Source shielded illumination: A source of illumination shielded to prevent direct viewing of the light source, including bulbs, lenses or any portions thereof. The only light that can be seen is that reflected from the sign.

Special use permit: A permit issued by the governing body for a use which is only permitted upon such permit; a special exception. See Article 17 of this chapter.

Specified anatomical areas:

(1) Less than completely and opaquely covered: human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; or

(2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified sexual activities: Human genitals in a state of sexual stimulation or arousal or acts of human masturbation, sexual intercourse, sodomy, or fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

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Story: That portion of building, other than the basement, included between the surface of any floor and the surface of the floor next above it. If there is no floor above it, the space between the floor and the ceiling next above it.

Story, half: A space under a sloping roof, which has the line of intersection of roof decking and wallface more than three feet (3') above the floor level, and in which space not more than two-thirds (2/3) of the floor area is finished for use.

Stream, intermittent: A natural stream or portion of a natural stream containing flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a dotted blue line on the 1:24,000 USGS topographic maps.

Stream, natural: A non-tidal waterway that is part of the natural topography, which typically maintains a continuous, seasonal, or intermittent flow during the year, and which is characterized as being irregular in cross-section with a meandering course. A constructed channel such as a drainage ditch or swale is not a natural stream.

Stream, perennial: A natural stream or portion of a natural stream containing flowing water year-round during a year of normal precipitation. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow. Such streams are defined as a solid blue line on the 1:24,000 USGS topographic maps.

Street (road): Any vehicular way that: (1) is an existing state roadway; (2) is shown upon a plat approved pursuant to the subdivision ordinance that is duly filed and recorded.

Structure: Anything constructed or erected, the use of which requires permanent location on the ground, or attachment to something having a permanent location on the ground. This includes, among other things, dwellings and buildings, etc.

Structure, main: A building in which is conducted the principal use of the lot.

Studio, fine arts: A building, or portion thereof, used as a place of work by a sculptor, artist, or photographer; or used as a place to exhibit and offer for sale works of the visual arts (other than film).

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Subdivider: Any individual, partnership, corporation or other entity or association thereof owning or having an interest in land, or representing the owners of any land and proposing to subdivide such land.

Subdivision: The division or redivision of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels, or other divisions of land, including changes in existing lot lines for the purpose, whether immediate or future, of lease, transfer, or ownership, or building or lot development. The term shall include the resubdivision of land.

Subdivision Agent: The individual appointed and authorized by the Fluvanna County Board of Supervisors to administer and enforce this Chapter.

Subdivision, family: A single division of a lot or parcel for the purpose of a gift or sale to any natural or legally defined offspring, spouse, sibling, grandchild, grandparent, or parent of the property owner.

Subdivision, major: The division of a parcel of land into six (6) or more lots, and not a family subdivision. A subdivision shall be deemed to be a major subdivision if the parcel from which such subdivision is divided was, within five (5) years next preceding the application, divided into an aggregate of five or more lots or divided in such a way as to create a new public or central water or sewer system or one or more public streets.

Subdivision, minor: Any division of a parcel of land creating fewer than six (6) lots, and not a family subdivision.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred. (Ord. 6-17-15)

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include either: (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

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Taxidermist: Establishments for conducting the business of preparing, stuffing, and mounting the skins of animals to make them appear life-like.

Telecommunications facility: A tower, pole or similar structure, 125 feet or greater in height, that transmits and/or receives electromagnetic signals for the purpose of transmitting analog or digital voice or data communications. Includes antennas, microwave dishes, horns, and all equipment and structures necessary to support said equipment.

Traffic impact study: A report analyzing anticipated roadway conditions.

Trailer: See *Manufactured home*.

Transportation terminal: A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express between modes of ground transportation, including bus terminals, railroad stations, and public transit facilities.

Travel trailer: A vehicular, portable structure built on chassis and designed to be used for temporary occupancy for travel, recreational or vacation use; with the manufacturer's permanent identification "travel trailer" thereon; and when factory equipped for the road. See *Recreational vehicle*.

Tree canopy: All areas of coverage by plant material exceeding ten feet (10') in height at a maturity of ten (10) years after planting, in accordance with Article 24: Landscaping and Tree Protection of this Chapter.

Tree, evergreen: A tree with foliage year-round, planted primarily for screening or ornamental purposes, which attains a mature height of at least fifteen feet (15').

Tree, large shade: A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of at least forty feet (40').

Tree, mature: An existing tree with a diameter at breast height (DBH) of twelve inches (12") or greater, which is in healthy condition as determined by a certified landscape architect or arborist.

Tree, medium shade: A tree, usually deciduous, planted primarily for overhead canopy, which attains a mature height of twenty-five feet (25') to forty feet (40').

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Tree, ornamental: A tree, either single-stemmed or multi-stemmed, noted for its flowers, leaves, bark, form, shape, and/or other aesthetic characteristics, which attains a mature height of ten feet (10') to thirty feet (30').

Tree, street: A shade tree planted along an existing or proposed public street, either within the right-of-way itself or within a landscape strip continuous to such right of way.

Truck terminal: A facility for the receipt, transfer, short-term storage, and dispatching of good transported by truck. Included in the use type would be express and other mail and package distribution facilities, including such facilities operated by the U.S. Post Office.

Underground utilities: The placement of electric, telephone, cable, and other utilities customarily carried on poles in underground vaults or trenches.

Upholstery shop: A business that repairs and replaces upholstery to household and office furnishings.

Utility: All lines and facilities related to the provision, distribution, collection, transmission, or disposal of water, storm and sanitary sewage, oil, gas, power, information, telecommunication and telephone cable, and includes facilities for the generation of electricity.

Utility, Major: Facilities for the distribution, collection, treatment, production, transmission and generation of public, private and central utilities including, but not limited to, transmission lines, production plants, electrical substations, pumping stations, treatment facilities, information and communication facilities. (Ord. 12-16-15)

Utility, Minor: Facilities for the distribution and collection of public, private and central utilities including poles, lines, transformers, pipes, meters, information and communication distribution lines. (Ord. 12-16-15)

Variance: A variance is a reasonable deviation from the provisions of the zoning ordinance regulating the size or area of a lot or parcel of land, or the size, area, bulk or location of a building or structure when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the intended spirit and purpose of the ordinance, and would result in substantial justice being done. It shall not include a change in use which change shall be accomplished by a rezoning or by a conditional zoning. (Ord. 12-16-15)

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Vehicle trip: A motor vehicle moving from an origin point to a destination point.

Vending cart: The vending of food, beverages, or merchandise from a movable stand or trailer that is located as an accessory use on the same lot as a permitted use.

Veterinary office: An establishment for the care and treatment of animals and where the boarding of said animals is prohibited except when necessary in the medical treatment of the animal.

Video-viewing booth or arcade booth, adult: An enclosure designed for occupancy by no more than five persons, used for presenting motion pictures or viewing publications by any photographic, electronic, magnetic, digital, or other means or media, or live performances or lingerie modeling, for observation by patrons therein. See *Entertainment establishment, adult* use.

Village: A small, compact center of predominantly residential character but with a core of mixed-use commercial, residential, and community services whether or not incorporated as a municipality.

Warehouse, wholesale: Facilities for the display, storage, and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment, including moving and storage facilities, warehouses, storage activities, and distribution centers.

Watercourse: A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Woodstorage, temporary: A lot utilized for the temporary (30, 60 or 90 days) storage/loading of forestry products transported from some other location. (Ord. 12-16-15)

Yard: An open space on a lot other than a court unoccupied and unobstructed from the ground upward by structures except as otherwise provided herein.

Front: An open space on the same lot as a building between the front line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the front line and the rear line of the lot and extending the full width of the lot.

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Rear: An open, unoccupied space on the same lot as a building between the rear line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the rear line of the lot, and extending the full width of the lot.

Side: An open, unoccupied space on the same lot as a building between the side line of the building (excluding steps and ramps affording pedestrian and wheelchair access) and the side line of the lot, and extending from the front yard line to the rear yard line.

Zoning Administrator: The official charged with the enforcement of the zoning ordinance. The administrator may be any appointed or elected official who is by formal resolution designated to the position by the governing body. The administrator may serve with or without compensation as determined by the governing body.

Zoning district: A division of territory within Fluvanna County for the purposes of regulation of its use under the provisions of this Chapter.

Zoning permit: Any permit issued by the zoning administrator in accordance with this ordinance.
(Ord. 6-19-96; Ord. 10-18-00; Ord. 9-17-08; Ord. 10-15-08; Ord. 10-21-09; Ord. 6-16-10; Ord. 11-3-10; Ord. 8-1-12; Ord. 11-20-12; Ord. 12-16-15)

Article 23. Site Development Plans.

Sec. 22-23-1. Statement of intent.

The intent of this Article is to encourage harmonious development with the surrounding properties in accordance with the guidelines as provided in the comprehensive plan, the requirements of the Zoning Ordinance, and the requirements of other local and state ordinance and policies pertaining to the physical development of a site. This Article will serve to protect valuable resources within Fluvanna County, including unique natural features, historic sites, and significant view; to protect the environment, and to maintain the carrying capacity of the land, including, among other things, the protection of wetland, steep slopes, and other environmentally sensitive areas; to provide safe and convenient vehicular and pedestrian circulation; to provide adequate police and fire protection, water, sewerage, flood protection; and otherwise to protect the health, safety and welfare of the citizens of Fluvanna County.

Sec. 22-23-2. When required.

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

TAB Mc

Meeting Date:	June 21, 2017				
AGENDA TITLE:	Zoning Text Amendment ZTA 17:02				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 17:02, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled "AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 14 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13, THEREOF, AMENDING THE FLUVANNA COUNTY ZONING ORDINANCE TO CONFORM TO THE 2015 COMPREHENSIVE PLAN IMPLEMENTATION GOALS AND STRATEGIES."				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	A2	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	At its meeting on June 13, 2017, the Planning Commission recommended approval of ZTA 17:01 (3-0); Mr. Johnson moved to approve and Mr. Zimmer seconded. AYES: Bibb, Zimmer, Johnson. ABSENT: Gaines, Lagomarsino.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to modify the PUD District language regarding PUD location and public utilities.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment in April 2017 Planning Commission formally reviewed the request on June 13, 2017 and recommended approval .				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2017-06-21 p.123/540

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

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 17:02

From: James Newman
Date: June 21, 2017

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday June 21, 2017 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- Amends the Fluvanna County Zoning Ordinance "*Section 22-14, Planned Unit Development District*" to limit the development of Planned Unit Developments (PUDs) to the Zion Crossroads Community Planning Area and Zion Crossroads Urban Development Area to conform to the goals of the 2015 Comprehensive Plan.

The amendment will affect Zoning Ordinance subsections 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13. The amendments are in keeping with the 2015 Comprehensive Plan, and specify that such developments must utilize a publicly provided water and sewer service.

Background

Project Timeline:

Item discussed by the Planning Commission at their work session on April 11, 2017. Project included in Fluvanna County 2015 Comprehensive Plan Implementation Goals and Strategies.

Planning Commission

This item was heard by the Fluvanna County Planning Commission at their June 13, 2017 meeting. There was discussion pertaining to the language "publicly provided", and whether or not proposed county sewage infrastructure could handle potential PUD load amounts.

The Planning Commission voted to recommend Approval 3-0. Mr. Johnson made the motion, and was seconded by Mr. Zimmer. AYES: Bibb, Zimmer, Johnson. Mr. Gaines and Mr. Lagomarsino were absent.

Analysis

The proposed amendments amend the Fluvanna County Zoning Ordinance. The amendments are made to clarify the location of Planned Unit Developments, and their infrastructure requirements in accordance with the 2015 Comprehensive Plan Implementation Goals and Strategies.

PUD Location

Per the 2015 Comprehensive Plan, all PUDs must be located within the Zion Crossroads Community Planning Area. This change is made clear in the amendment.

Public Sewer and Water

All PUDs must have publicly provided water and sewer systems. This avoids pitfalls that were problematic for other projects, such as Poplar Ridge, which relied on private wells. The current ordinance states that water and sewer must be centrally provided. This changed from 'central' to 'public'.

Comprehensive Plan

Fluvanna County's *Vision Statement* includes the following principles:

- That our rural character and natural resources are part of Fluvanna's unique heritage, and should be preserved where practical
- That our infrastructure requirements are maintained and first-class

Amending our zoning ordinance will help the County further reach its goal as set forth in the 2015 Comprehensive Plan:

Chapter 5 Goal:

A.2: "Restrict approval of planned unit development (PUD) zoning to Zion Crossroads, to allow for increased flexibility for commercial, industrial, and residential uses while protecting the county's rural areas."

Chapter 8 Goal:

B.3: Eliminate the previously established planned unit development (PUD) zoning district outside of Zion Crossroads.

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will

- Make the Zoning Ordinance conform with the goals of the 2015 Comprehensive Plan

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 17:02, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance entitled “AN ORDINANCE TO AMEND CHAPTER 22, ARTICLE 14 OF THE FLUVANNA COUNTY CODE BY CERTAIN AMENDMENTS TO SECTIONS AND SUBSECTIONS 22-14-1, 22-14-6, 22-14-7, 22-14-8, 22-14-12, 22-14-13, THEREOF, AMENDING THE FLUVANNA COUNTY ZONING ORDINANCE TO CONFORM TO THE 2015 COMPREHENSIVE PLAN IMPLEMENTATION GOALS AND STRATEGIES.”

Attachments:

A: PUD Chapter: Zoning Chapter 22, Article 14, proposed changes

Article 14. Planned Unit Development District (PUD).

Sec. 22-14-1. Statement of intent.

Planned unit developments (PUDs) are intended to promote the efficient use of land by allowing flexibility in design standards and variety in densities and land uses to preserve the rural areas of the county. Development of such districts shall be in accordance with an approved PUD Application Package which should provide a variety and range of uses and densities in designated areas of the site.

Planned unit developments ~~should be located within the designated growth areas of the county as set forth in the comprehensive plan, and should implement the goals of each Community Planning Area.~~ must be located within the Zion Crossroads Community Planning Area, as set forth in the Comprehensive Plan. Planned unit developments should provide unified development that incorporates new urbanism and traditional neighborhood development principles, which includes a mix of residential and commercial uses, an interconnected system of internal roads, pedestrian sidewalks and walkways and well planned access points along existing roadways. In addition to a mix of residential and commercial uses, planned developments should also provide a mix and variety of housing types.

The PUD District is intended to be applied to privately initiated zoning map amendments for land located within ~~the County's Community Planning Areas (CPAs) the~~ the Zion Crossroads Community Planning Area and the designated Zion Crossroads Urban Development Area (UDA). The Zion Crossroad UDA is located internal to the Zion Crossroads Community Planning Area, as depicted on the Future Land Use Map, as amended. ~~The County's designated CPAs and UDA include:~~

- ~~(a) — Zion Crossroads Community Planning Area~~
- ~~(b) — Zion Crossroads Urban Development Area~~
- ~~(c) — Rivanna Community Planning Area~~
- ~~(d) — Palmyra Community Planning Area~~
- ~~(e) — Fork Union Community Planning Area~~
- ~~(f) — Columbia Community Planning Area~~
- ~~(g) — Scottsville Community Planning Area~~

(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-2. Procedure for rezoning.

(1) Prior to submitting an official rezoning application for a PUD, the applicant shall schedule a pre-application meeting with the Planning Director for an introductory work session to discuss the key elements and impacts of the proposed project.

The Planning Director and other county agency representatives may provide specific guidance on: (a) application requirements, (b) timeframe for processing of the zoning map amendment application, (c) Comprehensive Plan compliance considerations, (d) identification issues related to public infrastructure and facilities, and (e) other matters as may be uniquely related to the applicant's property.

At this meeting, the applicant shall present a preliminary sketch plan and other exhibits that depict the following: (a) general boundary and location of property subject to the PUD rezoning application, (b) land area to be contained within the PUD District, (c) graphic representation of the arrangement of interior sub-areas, (d) planned mix of land uses and densities, and (e) general approach to addressing transportation, infrastructure and community facilities.

(2) After the pre-application meeting with staff, the applicant shall submit an application for rezoning with the Fluvanna County Planning Department. The PUD Application Package shall consist of the following primary sections: a narrative, an existing conditions map, a PUD Application Plan, a transportation plan, street design guidelines, lot development criteria, community design guidelines, and a traffic impact analysis.

(i) PUD Application Package Narrative

- a) A general statement of objectives to be achieved by the PUD district including a description of the character of the proposed development and the market for which the development is oriented;
- b) A list of all adjacent property owners;
- c) Site and lot development standards, including but not limited to mix of land uses, density for individual residential land uses, floor area

ratios for non-residential uses, building setbacks and yard regulations, maximum heights, maximum project density, and lot coverage;

- d) Proposed utilities and implementation plan, including documentation of adequate public facilities;
- e) Phased implementation plan;
- f) Comprehensive signage plan;
- g) Descriptions of any architectural and community design guidelines including but not limited to a code of development, building designs, orientations, styles, lighting, etc.;
- h) Specific proffers and conditions (if proposed).

(ii) Existing Conditions Map

- a) Topography, including the identification of steep slopes (>20%), to be prepared with minimum 2' contour elevations and 100' horizontal scale, and current boundary survey of the property subject to the PUD district;
- b) Water features, including existing stream buffers and stormwater or erosion control measures;
- c) Roadways;
- d) Structures;
- e) Tree lines;
- f) Major utilities;
- g) Significant environmental features, including unsuitable soils for land development purposes, wetlands, and FEMA designated 100-year floodplains;
- h) Existing and proposed ownership of the site along with all adjacent property owners;
- i) Zoning of the site and adjacent properties;

j) Locations of public improvements and facilities, including rights of way and easements, as may be recognized by the Comprehensive Plan, the Future Land Use Map, the Official Transportation Map, or state transportation plans, as may be applicable.

(iii) PUD Application Package

The PUD Application Package shall include a PUD Application Plan (master plan) to be prepared to a horizontal scale of 1"=100' or as otherwise may be approved by the Planning Director to be of sufficient clarity and scale to accurately identify the location, nature, and character of the proposed planned unit development (PUD) district. At a minimum, the PUD Application Plan shall include the following:

- a) Proposed PUD master plan layout and supporting land use documentation (tables, charts, etc.) for all proposed land uses within the PUD district, including the general location of uses, types of uses, mix of uses, lot types, density range of uses, and floor area ratio ranges;
- b) Methods of access from existing state maintained roads to proposed areas of development;
- c) General street alignments and parking areas, including proposed street sections and standards;
- d) General alignments of sidewalks, bicycle and pedestrian facilities;
- e) Schematic utility plans, indicating the infrastructure and facilities to serve the development, including but not limited to: water, sewer and storm drainage improvements, pump stations, treatment facilities, offsite improvements as needed, electrical substations, etc.;
- f) A general plan showing the location and acreage of the active and passive recreation spaces, parks, civic areas, and other public open areas;
- g) A general overall landscaping layout that includes methods of screening and buffering from adjacent properties and existing public right-of-ways, as well as stream buffers;

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- h) A general stormwater management and best management practices master plan that includes how negative impacts to nearby streams, wetlands, surface water, and groundwater resources as a result of development would be avoided and mitigated;
- i) Phased development areas. Subsequent subdivision plats and site plans should be closely correlated with master plan phases;
- j) A schematic grading plan for the area of the PUD property proposed for development, with finished grades to be prepared at a 5' contour interval;
- k) Documentation and plan demonstrating general compliance with VDOT State Secondary Street Acceptance requirements and other requirements for public streets and intersections.



(iv) Traffic Impact Analysis

a) The Planning Director shall determine whether or not the subject PUD District project shall require a traffic impact statement to be prepared consistent with VDOT 527 regulations.

b) If a 527 traffic impact analysis is required, the Applicant shall prepare and submit a Pre-Scope of Work Meeting Form to the county on or before the date of formal submission of the zoning district amendment application. The Pre-Scope form shall be processed, reviewed by and between the county, VDOT and the Applicant in accord with adopted regulations and procedures.

c) If a 527 Traffic Impact Analysis is not required, the Applicant shall meet with the Planning Director to determine the required scope for a traffic analysis for the PUD project. The Planning Director shall approve the elements to be addressed in the study scope. The traffic analysis shall be submitted with the zoning amendment application. Minimum requirements may include the following:

1) Existing traffic counts (AM and PM peak hour) at intersections to be identified by the county;

2) Trip generation estimates for the planned land uses within the proposed development, employing Institute of Transportation Engineers (ITE) methodologies;

3) Trip distribution and assignments to the existing road network of traffic projected for the development at full-buildout;

4) Estimates of background traffic growth on impacted streets and highways;

5) Analysis of future conditions, to include Highway Capacity Manual (HCM) level-of-service calculations for impacted intersections;

6) Signal warrants analysis;

7) Statement of recommended transportation improvements to provide adequate levels of service for the traffic generated by the

proposed project.

(3) The PUD application package shall not be scheduled for consideration by the Planning Commission until the Planning Director has determined that the package is complete. Except as the Planning Director may determine otherwise in a particular case, for reasons beyond the control of the applicant, any application package which is not complete within thirty (30) days after its submission shall be deemed to have been withdrawn and shall not be further processed. Once the Planning Director has determined the application package to be complete, the following process shall commence:

- (i) The Planning Commission shall receive a public presentation on the proposed development at a regularly scheduled meeting, prior to advertising for a public hearing;
- (ii) The Planning Commission may schedule one or more work sessions to discuss the proposed development;
- (iii) Once a public hearing has been conducted by the Planning Commission, a recommendation shall be forwarded to the board of supervisors for their consideration;
- (iv) The board of supervisors may schedule one or more work sessions to discuss the proposed development and the Planning Commission recommendation, prior to conducting their public hearing;
- (v) The plan approved by the board of supervisors shall constitute the final master plan for the PUD district.

(4) All conditions and elements of the plan as submitted, including amendments and revisions thereto, shall be deemed to be proffers once the Board of Supervisors has approved the final master plan. All such conditions and elements shall be enforceable by the county pursuant to Section 22-17-9 of this Code.

(5) The approved final master plan shall serve as the sketch plans for the subdivision and site plan process.

(6) Prior to development of the site, a final site development plan pursuant to Article 23⁹ of the zoning ordinance, shall be submitted for administrative review and approval for any business, limited industrial, or multi-family development.

(7) Additionally, if any land within the district is to be subdivided, preliminary and final subdivision plats pursuant to the subdivision regulations of Chapter 19 of the Fluvanna County Code shall be submitted for administrative review and approval prior to development of the site. Staff will determine if the submitted preliminary plats are in accordance with the approved final master plan.

(8) If staff determines that the preliminary or final subdivision plats or final site plan are not in accord with the approved final master plan, such plans will be sent to the Planning Commission for review. If the Planning Commission determines that such plans are not in accord with approved final master plan, the applicant shall then submit sketch plans for review and approval by the Planning Commission. The sketch plans shall either be in accord with the approved final master plan, or a master plan amendment shall be applied for, in which case the amendment procedure set out in the zoning ordinance shall be followed. (Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-3. Character of development.

The goal of the PUD district is to allow for and encourage development that incorporates new urbanism principles which includes:

- (1) Pedestrian orientation;
- (2) Neighborhood friendly streets and paths;
- (3) Interconnected streets and transportation networks;
- (4) Parks, recreation improvements, and open space as amenities;

⁹Editor's Note – conformed to numbering convention of this code by the Editor. Appears as "Article 22-23" in the original.

- (5) Neighborhood centers and civic space;



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- (6) Buildings and spaces of appropriate scale;
- (7) Relegated parking;
- (8) Mixture of uses and use types;
- (9) Mixture of housing types and affordability;
- (10) Clear boundaries with any surrounding rural areas;
- (11) Environmentally sensitive design (i.e., sustainability and energy efficiency);
- (12) Adequate public facilities and infrastructure to serve the community.

An application is not necessarily required to possess every characteristic of the PUD district as delineated above in order to be approved. The size of the proposed district, its integration with surrounding districts, or other similar factors may prevent the application from possessing every characteristic.

(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-4. Uses permitted by-right.

In the PUD district, all uses permitted by-right in the residential (R-1, R-2, R-3 and R-4), business (B-1 and B-C) and limited industrial (I-1) zoning districts may be permitted as

enumerated in the final PUD application package. Uses not specified within the PUD application package shall not be permitted. (See Planning Staff for matrix for use by applicant to designate proposed by-right land uses to be included in the PUD district. The applicant's completed table shall be established as a condition of approval of the PUD Application Package.) (Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-5. Uses permitted by special use permit.

One or more of the uses permitted by special use permit in the residential and business zoning districts may be permitted in the PUD district, as enumerated in the final PUD application package, upon issuance of a special use permit by the board of supervisors. Uses not specified within the PUD application package shall not be permitted. (See Planning Staff for a matrix for use by applicant to designate proposed special use permit uses to be included in the PUD district. The applicant's completed table, including special conditions imposed during the zoning application process, shall become an element of the PUD application package.) (Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-6. Minimum area required for a planned unit development.

(1) PUD districts shall be located on a single parcel of land or separate but contiguous parcels which are, or proposed to be, under common ownership, subject to approval of the rezoning application. The minimum area required for a PUD district shall be as follows:

- (i) Zion Crossroads Community Planning Area: 20 acres
- (ii) Zion Crossroads Urban Development Area (applicable to a PUD district application on designated UDA land located within the Zion Crossroads CPA): no minimum area required.
- ~~(iii) Rivanna Community Planning Area: 10 acres~~
- ~~(iv) Palmyra Community Planning Area: 5 acres~~
- ~~(v) Fork Union Community Planning Area: 5 acres~~
- ~~(vi) Columbia Community Planning Area: 5 acres~~
- ~~(vii) Scottsville Community Planning Area: 5 acres~~

(2) Additional land area may be added to an established PUD district if it is adjacent to and forms a logical addition to the approved development. The procedure for an addition shall be the same as if an original PUD zoning amendment application was filed, and the requirements of this article shall apply, except the minimum acreage requirement. (Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-7. Open space, recreation, parks and civic areas.

(1) In the **Zion Crossroads** Community Planning Areas, not less than thirty percent (30%) of the gross area of a PUD district shall be preserved as open space, provided that supplemental regulations for application to the Zion Crossroads UDA apply as indicated herein below. The required thirty percent (30%) open space may include private common and public open areas; perimeter open space; buffers between various uses, densities and adjacent properties; recreational space, neighborhood parks, civic areas; easements; water bodies and any undisturbed land not occupied by building lots, structures, streets, and parking lots. By way of this Section, yards of individual residences shall not be considered open space.

(2) Land designated for future facilities (i.e. schools, fire and rescue stations, places of worship, daycare centers, etc.) shall not be included toward the open space.

(3) Not less than fifteen percent (15%) of the total open space shall be provided for active and/or passive recreational activities.

(4) Private common open areas shall be owned, maintained and operated by a property owner's association. A property owner's association document shall be prepared declaring and specifying the care and maintenance of the common areas. This document shall be reviewed and approved by the Fluvanna County Attorney prior to final approval.

(5) Upon request of the Applicant, the Planning Commission, at its sole discretion, (a) may decrease or eliminate certain requirements for open space and recreation land and improvements in a PUD District project, provided that the revised regulations shall be established and conditioned by the PUD Application Package.

(6) For PUD projects in the Zion Crossroads UDA that are less than fifteen (15) acres in gross area, the Applicant may contribute to a pro-rata share fund lieu of provision for



Open Space

all or a portion of the required open space. The county shall reserve and employ these funds for the purpose of community open space, park, recreation, or civic space development within the Zion Crossroads Community Planning Area.

(7) For PUD projects in the Zion Crossroads UDA with a gross area of fifteen (15) acres or greater, the quantity, location, mix, type, quality and phasing of open space, civic space, parks, recreation areas, buffer areas, and protected natural areas shall be consistent with the policies of the Comprehensive Plan or other criteria for traditional neighborhood development as may be established by the County. These areas shall be delineated on the PUD Application Plan and may include greens, squares, plazas, community centers, club houses, swimming facilities, outdoor recreational fields, trails, pocket parks, or community gardens.

(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-8. Density.

(1) The maximum residential base density permitted for individual land uses to be located in the PUD districts shall be as follows in Table 1 below.

(2) The allowable density for individual uses within the PUD District shall be calculated based on the Net Acreage of the land subject to the PUD zoning amendment application. The calculation of minimum and maximum yield for individual uses shall be based on the application of the minimum and maximum density for each use (see Table 1) to an adjusted Net Acreage. The Net Acreage reduces the gross area of the PUD land by the total of the non-qualifying land components within property. The Net Acreage = Gross Acreage - Non-Qualifying Area (acreage of the sum of the Non-Qualifying land components.) The components that comprise the Non-Qualifying areas include:

- area of existing dedicated public rights of way and easements
- areas depicted on an adopted Official Transportation Map for future public improvements,
- area of existing land uses and structures, including platted lots, that are intended to remain as a part of the PUD project,
- areas deemed unbuildable due to geological, soils, or other environmental deficiencies,
- areas of wetlands and floodplains (as defined by FEMA 100-year floodplain or engineering study),

- area of existing ponds, stormwater management facilities, and water features that are not defined as wetlands or floodplains, and
- area of terrain with slopes in excess of thirty percent (30%).

PUD District Density Regulations								
Community Planning Area	Minimum & Maximum Density							
	Dwelling Units per acre for Residential – Floor Area Ratio for Commercial							
	Single Family		Townhouses		Multifamily		Commercial	
	min.	max.	min.	max.	min.	max.	min.	max.
Zion Crossroads Community Planning Area		6		9		16		
Zion Crossroads Urban Development Area	4	6	6	9	12	16	0.4	
Rivanna Community Planning Area		4		6		12		
Palmyra Community Planning Area		4		6		12		
Fork Union Community Planning Area		4		6		12		
Columbia Community Planning Area		4		6		12		
Scottsville Community Planning Area		4		6		12		

Table 1: PUD Density Regulations

(3) An increase in the maximum residential density for a PUD district may be permitted in the following instances:

Open Space:

If 50% or more of the gross area of a PUD is preserved as open space, then a 20% increase in density may be permitted. If 75% or more of the gross area of a PUD is preserved as open space, then a 30% increase in density may be permitted.

Affordable Housing (as defined in the Comprehensive Plan):

If between 10% and 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 20% increase in density may be permitted. If more than 15% of the total number of dwelling units within a PUD are reserved for affordable housing, then a 30% increase in density may be permitted.

Open Space and Affordable Housing:

Density bonuses may also be permitted with a combination of both open space and affordable housing. The increase in density that may be permitted shall be based on the following combinations of open space and affordable housing:

Open Space Provided	Affordable Housing Provided	Density Bonus Permitted
50%	10-15%	35%
50%	>15%	45%
75%	10-15%	40%
75%	>15%	50%

Transfer/Purchase of Development Rights:

(Reserved for future Transfer of Development Rights/Purchase of Development Rights density bonuses)
 (Ord. 8-5-09; Ord. 11-16-11; Ord. 12-16-15)

Sec. 22-14-9. Setbacks.

(1) Minimum setbacks and yard regulations for each planned land use within the PUD district shall be specifically enumerated in a table to be included in the PUD Application Package.

(2) Lots at the perimeter of the PUD district shall conform to the setback requirements of the adjoining district, or to the setback requirements of the planned district, whichever is greater.

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(3) Refer to the Comprehensive Plan for illustrative examples of residential lot types for traditional neighborhood development projects.
(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-10. Streets.

(1) Streets within the PUD district may be either public or private, but shall conform to VDOT road design standards. Private subdivision streets shall be permitted in accordance with the provisions of Sec. 19-18-1(C) of this Code.

(2) Alleys may be allowed within the PUD district provided they conform to either VDOT design standards or as otherwise prescribed in the master plan.

(3) Sidewalks shall generally be provided on both sides of any streets, public or private, within the PUD district. Sidewalks shall conform to VDOT standards.

(4) Traffic access and circulation within the PUD district shall be designed to provide safe accommodation of all users of the transportation network including pedestrians and bicyclists. Sidewalks, bicycle lanes and multi-use trails shall be provided where appropriate. Mixed-use areas of the development shall be designed to give priority to pedestrian and bicycling traffic.

(5) Internal streets within the PUD district shall be permitted to intersect with existing public streets to the extent necessary. Such intersections shall provide reasonable access and service to uses contained within the development and shall be developed using VDOT principles of access management.

(6) Refer to the Comprehensive Plan for illustrative examples of residential streets for traditional neighborhood development projects.
(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-11. Parking.

(1) Off-street parking facilities in mixed-use, business, industrial, and multi-family residential areas shall generally be relegated behind the front building line.

(2) On-street parking shall be permitted, where appropriate.

(3) In addition to the regulations included herein, all off-street parking shall be provided in accordance with the off-street parking and loading requirements of Article 26¹⁰ of the zoning ordinance.

(4) The provisions of Article 26¹¹ for the application of individual parking standards for projects located within the Zion Crossroads UDA may be modified at the discretion of the Planning Commission, provided that the Applicant submits a parking impact study that fully justifies the modification to the standards based on the mix of uses, the phasing of development, and other factors, including relationship of parking location to individual land uses within the project.
(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-12. Height of buildings.

The height regulations for the PUD district shall be as follows:

PUD Maximum Heights						
Building Types	Community Planning Areas					
	Zion Crossroads	Rivanna	Palmyra	Fork Union	Columbia	Scottsville
Single-Family	45 Feet	45 Feet	45 Feet	45 Feet	45 Feet	45 Feet
Multi-Family	55 Feet	45 Feet	45 Feet	45 Feet	45 Feet	35 Feet
Business, Industrial & Non-	75 Feet	55 Feet	45 Feet	45 Feet	55 Feet	35 Feet

(1) For purposes of this section, height shall be the vertical distance of a structure measured from the highest finished grade to the highest point of the structure.

¹⁰ Editor’s note – conformed to numbering convention of this Code by the Editor. Appears as “Article 22-26” in the original.

¹¹ Editor’s note – conformed to numbering convention of this Code by the Editor. Appears as “Article 22-26” in the original.

(2) Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennae and radio aerials: sixty feet (60') from grade, unless otherwise enumerated in the master plan.

(3) Roof-mounted mechanical equipment (i.e. air conditioners, condensers, ductwork, etc.) shall not be visible at any point from ground-level. Parapet walls shall not extend more than four feet (4') above the maximum height permitted for buildings within the PUD district.

(4) Buildings with a mixture of business and residential uses are subject to the height regulations of business, industrial and non-residential buildings.
(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-13. Utilities.

(1) All uses and structures within a PUD district shall be served by ~~both~~ publicly provided central water and sewerage systems, ~~whether publicly or privately provided.~~

(2) No overhead utility lines shall be permitted within a PUD district. All utility lines, including but not limited to, electric, telephone, cable television lines, etc. shall be placed underground.

(3) Telecommunications facilities are encouraged on the roofs of buildings within a PUD district to provide coverage to the district and surrounding area.
(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-14. Building design and architecture.

(1) Within the multi-family residential, business, industrial, and mixed-use areas of a PUD district, building design styles shall be compatible with each other and shall exhibit consistency in terms of their exterior materials, architectural style, size, shape, scale, and massing.

(2) With the exception of detached single family dwellings, building facades shall maintain a consistent street edge. The street elevation of principal structures shall have at least one street-oriented entrance and contain the principal windows of the structure, with the exception of structures in a courtyard style.

(3) Site plans shall include drawings, renderings, or perspectives of a professional quality which illustrate the scale, massing, roof shape, window size, shape and spacing, and exterior materials of the structure.

(Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-15. Amendment.

(1) The Planning Director may approve a minor change to an approved PUD Application Package and Application Plan at the written request of the owner of the development. For purposes of this section, a “minor change” refers to changes of location and design of buildings, structures, streets, parking, recreational facilities, open space, landscaping, utilities, or similar details which do not significantly change the character of the approved PUD application package and PUD master plan.

(2) If the Planning Director determines that the requested change constitutes a significant change, or something more than a minor change to the approved zoning application package, then the owner may seek an amendment to the PUD Application Package and Application Plan from the board of supervisors. The application procedure for such an amendment shall be the same as the application procedure for the original approval. (Ord. 8-5-09; Ord. 11-16-11)

Sec. 22-14-16. Construction of article.¹²

The provisions of this Article shall be construed in such manner as to be consistent with other provisions of this Code to the extent that such construction may be reasonably applied. To the extent that any provision of this Article shall be inconsistent with any other provision of this Code, the provisions of this Article shall be deemed to be controlling. (Ord. 8-5-09; Ord. 11-16-11)

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

TAB N

Meeting Date:	June 21, 2017				
AGENDA TITLE:	Zoning Text Amendment ZTA 17:04				
MOTION(s):	I move that the Board of Supervisors [approve/deny/defer] ZTA 17:04, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance to amend Chapter 22, Article 12 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-12-6, 22-12-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):	A2	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
	X				
STAFF CONTACT(S):	James Newman, Planner				
PRESENTER(S):	James Newman, Planner				
RECOMMENDATION:	At its meeting on June 13, 2017, the Planning Commission recommended approval of ZTA 17:01 (3-0); Mr. Zimmer moved to approve and Mr. Johnson seconded. AYES: Bibb, Zimmer, Johnson. ABSENT: Gaines, Lagomarsino.				
TIMING:	Immediate decision requested				
DISCUSSION:	Amend the Fluvanna County Zoning Ordinance to modify the I-2 Zoning District to allow for larger building height, and modify setbacks.				
FISCAL IMPACT:	-				
POLICY IMPACT:	-				
LEGISLATIVE HISTORY:	Planning Commission initiated the proposed amendment in April 2017 Planning Commission formally reviewed the request on June 13, 2017 and recommended approval .				
ENCLOSURES:	Staff Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					X



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

BOS 2017-06-21 p.147/540
132 Main Street
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

STAFF REPORT

To: Fluvanna County Board of Supervisors
Case Number: ZTA 17:04

From: James Newman
Date: June 21, 2017

General Information: This request is to be heard by the Fluvanna County Board of Supervisors on Wednesday June 21, 2017 at 7:00 pm in the Circuit Courtroom in the Fluvanna County Courts Building.

Applicant/Representative: Fluvanna County

Requested Action: Amend the Fluvanna County Zoning Ordinance

- *Amend Chapter 22, Article 12 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-12-6, 22-12-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development.*

Background

Project Timeline:

Item discussed by the Planning Commission at their work session on April 11, 2017, and again at their work session on May 9, 2017.

Planning Commission

The Planning Commission heard this item at their June 13, 2017 meeting. There were no comments or questions. Mr. Zimmer moved to **approve**, and was seconded by Mr. Johnson. AYES: Bibb, Zimmer, Johnson. ABSENT: Mr. Gaines and Mr. Lagomarsino.

Analysis

The proposed amendments amend the Fluvanna County Zoning Ordinance. The amendments are made to increase the allowed height of structures in I-2 zoning; to further specify setbacks and yard requirements; and to introduce a process for increasing height beyond what is proposed to be permitted.

Height Increase

The current maximum permitted height in I-2 is forty-five (45) ft. The proposed amendment would change the permitted maximum height to seventy (70) ft. This will spur economic development by allowing a wide range of I-2 permitted uses that would otherwise be limited by our current maximum permitted height.

Section Struck Out

Sub section 22-12-7 (A) allows certain uses to be up to sixty (60) ft in height. Because this amendment would increase the maximum permitted height to seventy (70) ft, this section (subsection A specifically) is no longer needed.

Special Use Process

Currently there is no explicitly-listed mechanism for increasing height above what is permitted. This amendment adds language stating that any structure seeking to exceed seventy (70) ft in height must obtain a special use permit for that height increase purpose.

Comprehensive Plan

Fluvanna County's *Vision Statement* includes the following principles:

- That our infrastructure requirements are maintained and first-class

Amending our zoning ordinance will help the County further reach its goal as set forth in the 2015 Comprehensive Plan:

Chapter 2 Goals:

A.1: "Develop new zoning and subdivision regulations that will further the desired growth patterns and property uses, and to protect the rural preservation area..."

A.1.E "Adopt zoning and subdivision regulations that allow for higher-density, compact developments in the Zion Crossroads CPA". The majority of properties zoned I-2 are within the ZION CPA; only one I-2 property is shown on our GIS website as being outside of that CPA.

D.2 "Encourage the establishment of new local business and support existing local business in village cores."

Chapter 5 Goal:

C.6.: "Streamline the application and permitting process by working with business to help them locate in the appropriate area of the county..."

Conclusion

The proposed amendment to the Fluvanna County Zoning Ordinance will:

- Provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development.
- Make the Zoning Ordinance conform with the goals of the 2015 Comprehensive Plan.

Suggested Motion

I move that the Board of Supervisors [approve/deny/defer] ZTA 17:04, an amendment and accompanying resolution to the Fluvanna County Zoning Ordinance *to amend Chapter 22, Article 12 of the Fluvanna County Code By Certain Amendments to Sections and Subsections 22-12-6, 22-12-7, Thereof, Amending the Fluvanna County Zoning Ordinance. The public purpose of these amendments is to provide flexibility in building design as to building height and yard requirements for purposes of promoting orderly development and economic development.*

Attachments: A: Industrial General Chapter: Zoning Chapter 22, Article 12, proposed changes

Article 12. Industrial, General, District I-2.

Sec. 22-12-1. Statement of intent.

The primary purpose of this district is to establish an area as defined by the Comprehensive Plan where the principal use of land is for heavy commercial and industrial operations, which may create some nuisance, and which are not properly associated with, nor particularly compatible with, residential, institutional, and neighborhood commercial service establishments. The specific intent of this district is to:

- (A) encourage the construction of and the continued use of the land for heavy commercial and industrial purposes;
- (B) prohibit residential and neighborhood commercial use of the land and to prohibit any other use which would substantially interfere with the development, continuation or expansion of commercial and industrial uses in the district;
- (C) to encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this ordinance.

Sec. 22-12-2.1. Uses permitted by right.

The following uses shall be permitted by right:

Civic Uses

Public uses

Commercial Uses Corporate

offices
Transportation
terminals

Industrial Uses

Contractor's storage yards
Lumberyards
Machine shops
Manufacturing, light
Manufacturing, medium
Railroad facilities
Research laboratories
Sawmills, permanent
Sawmills, temporary
Solid waste collection facilities
Truck terminals
Upholstery shops
Wholesale warehouses

Miscellaneous Uses

Accessory uses
Utilities, major
Utilities, minor
Woodstorage, temporary
(Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-12-2.2. Uses permitted by special use permit.

The following uses shall be permitted by special use permit only:

Commercial Uses

Manufactured home sales
Medical clinics
Offices
Shooting ranges, indoor
Shooting ranges, outdoor

Industrial Uses

Manufacturing, heavy
Petroleum distribution facilities
Resource extraction
Salvage and scrap yards
Sanitary landfills
Slaughterhouses
Solid waste material recovery facilities

Miscellaneous Uses

Aviation facilities
Telecommunication facilities

(Ord. 9-17-08; Ord. 10-21-09; Ord. 11-3-10)

Sec. 22-12-3. Requirements for permitted uses.

(A) Before a zoning permit shall be issued or construction commenced on any permitted use in this district, or a permit issued for a new use, the applicant for the proposed use shall comply with the provisions of Article 23 of this Chapter.

(B) Screening from adjacent business, residential and agricultural district shall be required.

(C) Landscaping may be required within any established or required front setback area. The plans and execution must take into consideration traffic hazards.

Sec. 22-12-4. Area regulations.

For permitted uses utilizing individual sewage disposal systems, the required area for

any such use shall be approved by the health official. The administrator may require a greater area if considered necessary.

Sec. 22-12-5. Setback regulations.

Buildings shall be located not less than two hundred feet (200') from any street right-of-way. This shall be known as the "setback line."

Sec. 22-12-6. Yard regulations.

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Sec. 22-12-6. Yard regulations.

When permitted uses adjoin I-1 or I-2 districts, there shall be no minimum side yard requirement except as otherwise required by law. When permitted uses adjoin ~~agricultural, residential, or business-~~ A-1, R-1, R-2, R-3, R-4, PRD, PUD, B-1 and C-1 districts the minimum yard requirements shall be fifty feet (50'). The foregoing notwithstanding, there shall be no minimum side yard requirement for any property adjacent to a property owned by the Virginia Department of Corrections.

Sec. 22-12-7. Height regulations.

Buildings may be erected up to ~~forty five feet (45')~~ seventy feet (70') in height from grade, except that:

~~(A) — A public or semi-public building such as a school, place of worship, library, hotel and general hospital may be erected to a height of sixty feet (60') from grade provided that required front, side and rear yard each shall be increased one foot (1') for each foot in height over forty five feet (45').~~

~~(B)~~ (A) Spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennae, and radio aerials are exempt. Parapet walls may be up to four feet (4') above the height of the building on which the walls rest.

~~(C)~~ (B) Any structure seeking to exceed a height of 70 feet must obtain a special use permit for that height exemption

Sec. 22-12-8. Coverage regulations.

Buildings or groups of buildings with their accessory buildings may cover up to sixty percent (60%) of the area of the lot. Additional coverage may be permitted by the governing body.

Sec. 22-12-9. Off-street parking.

Off-street parking shall conform with Article 26: Off-Street Parking and Loading Spaces of this Chapter. (Ord. 12-16-15).

Sec. 22-12-10. Sign regulations

Sign regulations shall conform with Article 15 of this Chapter.

Sec. 22-12-11. Sidewalks.

Sidewalks that comply with the most recent VDOT specifications shall be required on both sides of all roadways, public and private.

Exceptions approved by the Planning Commission for locating sidewalks along road frontage may be acceptable with the placement of a trail network or greenway on the property providing sufficient pedestrian circulation.
(Ord. 5-4-11)

DRAFT

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

TAB O

MEETING DATE:	6/7/17				
AGENDA TITLE:	Banking Services				
MOTION(S):	I move the Board of Supervisors approve the contract between the County of Fluvanna, Virginia, and BB&T for Banking Services, and further authorize the County Administrator to execute the agreement subject to the County Attorney revisions for a proper agreement and approval as to form.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Cyndi Toler, Purchasing Officer; Linda H. Lenherr, Treasurer				
PRESENTER(S):	Cyndi Toler, Purchasing Officer				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> · An RFP issued in March 2017 with 3 proposals received · A Committee, consisting of representatives from the Treasures office Finance and the Schools, chose to move forward with BB&T. · A huge factor in the decision is the convenience of the locations BB&T has inside the county. With our Current bank there are no locations nearby, deposits are picked up 2 times per week and can take up to 3 days to post to our account once picked up. With BB&T, the Treasurers deposits will be posted the same day deposited. Also, the schools will be able to do their own deposits avoiding an even longer delay in their accounts. · With the new bank, our Earnings Credit Allowance will increase from 0.25% to 0.63% · With the new bank we will also be able to process check deposits remotely. · BB&T will also offer our employees a banking benefit package that provides exclusive discounts and benefits on a variety of BB&T financial products and services 				
FISCAL IMPACT:	EARNINGS CREDIT ALLOWANCE 0.63% (an increase from our current .25%)				
POLICY IMPACT:	NA				
LEGISLATIVE HISTORY:	NA				
ENCLOSURES:	Contract BB&T RFP Response BB&T Pricing - Pro-forma Account Analysis Statement (Acct #1 and Acct#2)				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X	X		X- Treasurer

BB&T Proposal for Banking Services

County of Fluvanna, Virginia

Banking Services

RFP #2017-06

March 31, 2017

2:00 p.m.

Presented by:

Bryan Thomas

Senior Vice President

Market President

1425 Seminole Trail

Charlottesville, VA 22901-1417

434-975-9790

Bryan.Thomas@bbandt.com

Cheryle Mack

Senior Vice President

Regional Business Deposits Officer

One Columbus Center, Suite 201

Virginia Beach, VA 23462

757-326-6457

Cmack@bbandt.com

Lauren Minnick

Bank Officer

Payment Solutions Consultant

901 E Byrd, 6th Floor

Richmond, VA 23219

lauren.minnick@bbandt.com

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March 31, 2017

County of Fluvanna
Cyndi Toler, Purchasing Officer
132 Main Street
P.O. Box 540
Palmyra, VA 22963

Dear Ms. Toler:

BB&T is well positioned to provide County of Fluvanna, Virginia (“the County”) with services that meet your objectives to achieve the most productive use of cash and resources, minimize operating costs and bank fees, safeguard assets, utilize available technology, and provide maximum flexibility in the management of day-to-day operations. Not only do we acknowledge that our services meet the requirements put forth by this RFP but we are committed to developing a strong relationship with the County by providing high quality, efficient banking services at very competitive prices. This response details BB&T’s capacity to provide the required banking services to the County as well as our recommendations for best practices. This is a firm and irrevocable offer valid for ninety (90) days after receipt of our proposal.

BB&T is reliable

For more than 145 years, BB&T has been a stable, safe and growing financial institution and is currently one of the largest financial holding companies in the United States. As a Fortune 500 company, BB&T is consistently recognized for outstanding client satisfaction by the U.S. Small Business Administration, Greenwich Associates and others. We have also been named one of the World’s Strongest Banks by Bloomberg Markets Magazine; one of the top three in the U.S. and in the top 15 globally. We currently have over \$13 billion in Public Fund deposits, and many of those clients have been with us for a very long time. We would be honored to have the County trust us with an important segment of their banking relationship.

Proven relationship approach

BB&T has always strived to maintain its client-driven focus. We focus on our client relationships because our clients are our partners. Our clients are long-term partners and are treated accordingly. We are excellent at creating win/win relationships by delivering quality service and continuous improvement. BB&T trains its employees to deliver the perfect client experience every day.

Payment Processing is a core competency

In addition to execution and high quality service, BB&T also knows how important it is to make it easy for clients to do business with us. We put a lot of thought into how we can improve and design our organization and our products so that it is very easy for the County to execute payments, ask questions and find solutions to issues.

At BB&T, we take pride in managing and hosting the primary payment processing systems for our clients. We certainly use technology partners where it makes sense, but our core processing of ACH, check processing, and return items is all managed and controlled in BB&T Operations with BB&T employees. We know that if our employees and facilities are managed well, we can provide better client service than by outsourcing many of these processing tasks.

BB&T's payment processing business is also consolidated under one management team. Traditional treasury management services, commercial card services and merchant processing services are all managed by a single management team. For the County, this means all traditional treasury management services, commercial card services and merchant processing services implementation teams and support staffs for the proposed products report to the same management team providing better accountability to our clients. This division has a common goal, to be the best possible payments provider.

Summary

BB&T would be honored and privileged to partner with the County. Our pledge is to provide an unsurpassed level of service excellence, delivered by a highly personalized team of seasoned professionals, who will ensure a strong and successful relationship. We understand the importance of these processes to the County and commit to working diligently and professionally to assist you wherever possible.

With Kindest Regards,



Cheryl Mack
Senior Vice President
Regional Business Deposits Officer

SCOPE OF SERVICES

All sealed proposals shall be turned in no later 2:00 p.m. EST, Friday, March 24, 2017. All Proposals that are delivered via mail or are hand delivered must be addressed to the “Procurement Contact” listed above. Any Proposals that are turned in late will be rejected and returned unopened. Any Proposals sent in via facsimile, telephone, or email shall not be considered.

Proposal documents may be picked up at the Fluvanna County Department of Finance located at 132 Main Street, 2nd floor, Palmyra, VA 22963 or by clicking on the following link: <http://www.fluvannacounty.org/services/finance/procurement/solicitations>.

1. **PURPOSE:** The Fluvanna County Board of Supervisors is requesting sealed proposals from qualified banking institutions to establish a contract for Banking Services through competitive negotiations. The banking institution (Offeror) will provide at a minimum the basic banking services outlined in the scope of services.
2. **BACKGROUND**
 - A. Fluvanna County (the “County”) is centrally located in the heart of Virginia, 120 miles south of Washington, D.C., 60 miles west of Richmond, VA, and 25 miles southeast of Charlottesville, VA. The County encompasses a land area of 282 square miles and is bound by interstate 64 to the north and by the James River to the south. As of July 2014, the County had a population of 25,970.
 - B. Current banking services include, but are not limited to, depository services during business banking hours, electronic banking services such as ACH debits and credits (payroll direct deposits), incoming and outgoing wire transfer services and accounts payable and payroll checks that utilize positive pay. The County currently conducts its banking services jointly with the Fluvanna County School Board (the “Schools”).
 - C. The County’s Finance Department is located at 132 Main Street, Palmyra, Virginia 22963. The County’s Treasurer’s Office is located at 34 Palmyra Ln, Palmyra, Virginia 22963. The Treasurer is responsible for the collection of all County receipts and the Finance Department is responsible for the disbursement of funds and other banking services. The County currently has its banking services contract with Wells Fargo Bank.
3. **SCOPE OF SERVICES-** The Offeror shall meet or exceed all requirements of this RFP and the Offeror’s Proposal must demonstrate that the Offeror has the resources and capabilities to provide the requested banking services on an as-needed basis as prescribed in this RFP (the “Banking Services”). Offeror shall submit documentation with their Proposal demonstrating compliance with the minimum qualifications of Section 3(A) below. Offeror shall provide details on the full services that can be offered related to the County’s existing needs as specified in this scope of services for the Banking Services. Offeror shall include product or system enhancement information for any product or service that would enable a more efficient use of County time and/or money. **The scope of services for the Banking Services requested under this RFP includes at minimum the following:**

A. Minimum Qualifications:

- i. The Offeror shall be a "Qualified Public Depository" as defined in §2.2-4400 Virginia Security for Public Deposits Act of the Code of Virginia. Prior to the deposit of any County funds, the Offeror must, for the protection of any such deposits, have first pledged or deposited into escrow securities of such quality as required by the Virginia Security for Public Deposits Act. Offerors shall also provide documentation of any non-compliance within the last twelve (12) months as reported to the Commonwealth of Virginia Department of Treasury.

BB&T Response: We are designated by the State of Virginia as a qualified public depository. We are not aware of any non-compliance issues with the State.

- ii. The Offeror shall have at least five (5) years of similar governmental banking experience.

BB&T Response: BB&T has served the public sector for most of its 145-year history. We have always invested in the communities we serve including banking service support of our non-profit entities and local governments. BB&T has a wide array of resources dedicated to the public sector and prides itself on delivering quality customer service. We have many non-profit and governmental clients throughout our geographic footprint.

BB&T Payment Solutions also knows how important it is to make it easy for clients to do business with us. We put a lot of thought into how we can improve and design our organization and our products so that it is very easy for the County to execute payments, ask questions and find solutions to issues. BB&T currently has over 44,000 clients utilizing various cash management solutions. BB&T has helped clients manage their cash flow through various payment solutions since 1987.

General Depository Services	Since 1872
ACH	Since 1987
Zero Balance Services	Since 1985
General Depository Services	Since 1872
Branch Cash/Coin Services	Since 1872
Disbursement Services	Since 1985
Complete Reconciliation Services	Since 1991
Positive Pay Services	Since 1997
Wire Transfer Services	Over 30 years
On-Line Cash Manager Services	Since 2000

- iii. The Offeror must have a full-service branch within a twenty-five (25) mile radius of the County of Fluvanna Treasurer's Office located at 34 Palmyra Way, Palmyra Virginia 22963. Any Offeror that does not have a branch within a ten (10) mile radius of this location is required to offer daily courier service for deposits at no cost to the County.

BB&T Response: BB&T has two branches that the County of Fluvanna Treasurer's Office may utilize within 10 miles of this location.

BB&T's Palmyra Branch

13526 James Madison Highway
 Palmyra, VA 22963
 434-589-8215
 Manager: Nina Monroe

BB&T's Fork Union Branch

4342 James Madison Highway
 Fork Union, VA 23055-2025
 434-842-3241
 Manager: Nina Monroe

- iv. The Offeror must be federally insured under the Federal Depository Insurance Corporation and not on the FDIC "problem list".

BB&T Response: BB&T has been FDIC insured since January 1, 1934 and is not on the FDIC "problem list."

- v. The Offeror must be identified by the Virginia Department of the Treasury as a qualified depository on that Department's most current monthly summary.

BB&T Response: We are designated by the State of Virginia as a qualified public depository.

- vi. The Offeror shall at all times comply with applicable federal, state and local laws, ordinances, rules and regulations of any kind.

BB&T Response: If the County determines that the Bank is in violation of any local law, ordinance, rule, or regulation, the Issuer shall give the Bank written notice thereof and the Bank shall have a reasonable time to comply with such law, ordinance, rule, or regulation or have the right to terminate the agreement or obtain a written waiver of the violation/noncompliance from the County.

- vii. Offeror must submit its most recent public depositor's consolidated report of conditions filed with the Virginia State Treasurer under Virginia Code Section 2.2-4411, which must include at minimum the last twelve monthly reports to the Virginia State Treasurer.

BB&T Response: BB&T has attached a copy of its Public Deposit report that is provided to the Virginia State Treasurer. BB&T is not required to report monthly.

- viii. The Offeror selected to perform banking services for the County shall maintain a sufficient capital structure to meet the needs of the County during the term of any resulting contract.

BB&T Response: BB&T is rated one of the country's safest and most sound financial institutions. It has been named one of the World's Strongest Banks by Bloomberg Markets Magazine, one of the top three in the U.S. and in the top 15 globally. BB&T Corporation is considered Well Capitalized according to Federal Reserve Board, FDIC, and OCC guidelines, rules and regulations concerning capital requirement and financial stress testing under the Dodd-Frank Act.

As of September 30, 2016, BB&T is one of the largest financial services holding companies in the U.S. with \$222.6 billion in assets and market capitalization of \$30.6 billion. Based in Winston-Salem, N.C., the company operates 2,220 financial centers in 15 states and Washington, D.C., and offers a full range of consumer and commercial banking, securities brokerage, asset management, mortgage and insurance products and services. A Fortune 500 company, BB&T is consistently recognized for outstanding client satisfaction by the U.S. Small Business Administration, Greenwich Associates and others.

Direct links for our financial statements, including our annual reports, are available on our website: <http://bbt.investorroom.com/overview>

Bank Comparison Credit Ratings as of November 14, 2016 are listed below.

	Company	S&P	Moody's	Outlook	Fitch
1	Bank of NY Mellon	AA-	Aa2	Stable	AA
2	Wells Fargo Bank	AA-	Aa2	Stable	AA
3	State Street Bank & Trust Co.	AA-	Aa3	Stable	AA
4	JPMorgan Chase	A+	Aa3	Stable	AA-
5	Branch Banking & Trust Co.	A	A1	Stable	A+
6	U.S. Bank	AA-	A1	Stable	AA
7	Bank of America	A	A1	Stable	A+
8	Citibank	A	A1	Stable	A+
9	Northern Trust Corporation	AA-	A2	Stable	AA-
10	PNC Bank	A	A2	Stable	A+
11	M&T Manuf & Trdrs Trust Co.	A	A2	Stable	A
12	American Express Credit Co.	A-	A2	Stable	A
13	Cullen Frost	A	A3	Stable	WD
14	Fifth Third Bank	A-	A3	Stable	A
15	Bank of Oklahoma	A-	A3	Stable	A

B. Meet Current Needs: Offerors must be able to maintain all services and banking accounts currently utilized by the Treasurer including at minimum the following:

1. County Checking and Deposit Account:

- a. Deposits for all County collections from the Treasurer's Office are currently delivered weekly to the local branch. In addition to the Treasurer's Office, the School also makes deposits directly at the branch.
- b. Ability to receive and send Wire and ACH (including EDI) payments. The County currently initiates approximately 5-10 domestic ACH payments per month.
- c. County payroll is paid every other Friday. Currently, there are approximately 200 direct deposit participants. Direct deposit information is transmitted via financial institution software.
- d. County accounts payable are processed weekly. Currently, there are approximately 400 checks per month.
- e. Schools' Account
 1. Deposits for all school collections.
 2. School payroll is paid once a month on the 20th of the month. Currently, there are approximately 585 direct deposit participants. Direct deposit information is transmitted via financial institution software.
 3. School accounts payable are processed weekly. Currently, there are approximately 154 checks per month.

BB&T Response: Acknowledged.

2. PREP (Piedmont Regional Education Program) Account:

- a. Deposits made daily into account.
- b. Payroll is paid once a month on the 20th of the month. Currently, there are approximately 89 direct deposit participants. Direct deposit information is transmitted via financial institution software.
- c. Accounts payable are processed monthly. Currently, there are approximately 85 checks per month.
- d. Fluvanna County Schools are the fiscal agent for this program.

BB&T Response: Acknowledged.

3. School Cafeteria Account:

- a. Deposits made daily into account.
- b. Payroll is paid once a month on the 20th of the month. Currently, there are approximately 48 direct deposit participants. Direct deposit information is transmitted via financial institution software.
- c. Accounts payable are processed monthly. Currently, there are approximately 8 checks per month.

BB&T Response: Acknowledged.

4. EMS Cost Recovery Account:

- a. Deposits are made daily.
- b. Only occasional checks are processed.

BB&T Response: Acknowledged.

5. Drug Forfeiture Account:
- a. Deposits are currently made approximately 1-3 times per month.
 - b. Checks are processed approximately 1-3 times per month.

BB&T Response: Acknowledged.

6. Other banking services currently utilized by the Treasurer include:
- a. Automated Clearing House (“ACH”) fraud control;
 - b. Online access for all accounts is utilized for:
 1. Monitoring and reconciling accounts with Prior Day & Current Day Balances
 2. Decisions and/or stop payment origination
 3. Check Inquiry
 4. ACH debit and credit file origination
 5. ACH batch templates
 6. Processing ACH transfers between accounts managed by Treasurer
 7. Wire transfers - send and received
 8. EDI Services (Remittance/Payment Advice)
 9. Check and deposit images;

BB&T Response: BB&T can provide the requested services and we have included detailed information in our proposal.

- c. Paper and Electronic statements for month-end; and

BB&T Response: BB&T bank statements are available online the next business day following cycle end cutoff (month end) through BB&T’s online portal, CashManager OnLine (“CMOL”). They are also sent via U.S. Mail within 5 days of statement cutoff. All statements include detailed listings of all debit and credits, including check numbers in serial order, transaction dates, daily balances, and deposits listed with sequence/location numbers. The County will be able to view up to 24 months of bank statements in a PDF format through Cash Manager Online.

- d. Monthly account analysis statements.

BB&T Response: BB&T will provide account analysis statements to the County by the 10th of the month. Statements can be accessed through CashManager OnLine in addition to being received via US mail. BB&T’s month end analysis statements will detail all bank activities/ services in addition to the related per unit pricing. Each month’s statement will remain available for 45 business days. Account analysis statements are also available via 822 file transfer.

- C. **General Banking Services:** The Treasurer is seeking Banking Services that specifically include, but are not limited to:

i. Bank Deposit Services.

1. The Offeror shall provide bank deposit services made by the County. The deposits may include cash, coin, encoded checks and unencoded checks.

BB&T Response: BB&T can provide deposit services.

2. Returned deposited checks shall be returned to the County with a debit advice attached either by mail or electronic means. Typically, checks shall be presented twice for collection before being returned to the County.

BB&T Response: BB&T's standard return item procedure is to immediately charge back returned deposited items against the account of deposit. BB&T can automatically re-deposit returned items and is able to process returned checks a second time prior to returning to the County. This service is considered Special Handling and will require written authorization from the County. In the event of second nonpayment, BB&T will debit the account to which the check was deposited and provide the check and debit advice to the County. The debit advice will contain the original check along with maker name.

3. Online access to images (front and reverse) of deposited items shall be made available.

BB&T Response: Through the Information Reporting module on CMOL, Extended Image Retrieval enables you to search a rolling 7 years of image for paid checks, deposit tickets, deposit items, and returned deposited items. These images can be flipped, zoomed, inversed, printed and archived for future reference. Older or archived images will be delivered via secure email.

4. Blank deposit tickets in such quantities as are required from time to time.

BB&T Response: BB&T will provide the first order of encoded 2-ply deposit tickets on all accounts. The bank can supply blank deposit tickets at the branch when the County is making a deposit from time to time.

ii. Check Disbursement Services.

1. Positive pay capabilities for check disbursement fraud protection with electronic file submission and with online decision making capabilities. Payee name verification for all checks issued.

BB&T Response: Positive Pay service will provide the County with the ability to detect counterfeit or fraudulent checks by comparing information on checks presented for payment against information you supply to the Bank as you issue checks. An alert message will display on CashManager OnLine informing you of any information variances which can then be reviewed online and you will decide whether to allow the check to pay or whether to return. Our optional Event Notification service will produce e-mail notification that Positive Pay information is available to view. How BB&T Positive Pay/Payee Positive Pay works:

1. Information Sharing: The County sends a file to BB&T containing issued check information. Check issue files may be uploaded via BB&T's online portal, Cash Manager OnLine, or transmitted to BB&T. Clients can transmit Positive Pay files to BB&T by FTP as well as through a dedicated "mailbox" using https. Issued check data submissions are processed every 30 minutes, Monday through

Friday, from 8 AM to 7 PM EST. Check issues files received between 8:00 AM and 7:00 PM EST will be processed the same business day.

2. Check Distribution: After providing this data to BB&T, your company releases the checks to each payee.
3. Automated Data Comparison: BB&T compares posted checks to the County's issued check information to identify any check serial number and dollar amount mismatches. Payee Positive Pay screens and matches payee names in addition to the standard check number and amount fields and provides even stronger protection than traditional Positive Pay. Optionally, you may choose to have checks screened for maximum dollar amounts and stale issue dates. Exception checks are manually examined by BB&T for encoding errors and misreads. If applicable, mistakes are corrected.
4. Notification: Based on your custom notification preferences, BB&T sends email notifications alerting you of any Positive Pay exceptions for the day. You log in to Cash Manager Online to review the exceptions.
5. Decision Action: The County advises BB&T of exception checks to be paid or returned each business day by the decision deadline. Positive Pay exception items are available for review via Cash Manager OnLine by 10:00 AM EST each business day. Pay or return decisions must be completed by 2:00 PM each business day. If you take no action, BB&T safeguards your account by returning all exceptions (when a default decision of return is established).

BB&T provides a teller line interface to your check issue file. If checks presented to a BB&T teller do not match the check number and dollar amount on your file, the individual attempting to cash the check will be referred directly to you for resolution. For checks that match the data on file, the payee name will be displayed to the Teller to compare with the payee name on the check.

2. Unlimited stop payment services via an online platform. The service shall include processing and confirming stop payments.

BB&T Response: BB&T provides online stop payment services via CMOL. The County can perform stop payments (single or range stops), check inquiries, revoke stop payments, and receive immediate online confirmations. The County can initiate stop payment requests from 8:00 a.m. until 9:00 p.m. each business day for same-day processing. No additional paper follow-up documentation is required. All Stop Payments activity initiated through CashManager OnLine will be available and visible through the Stop Payments Reports menu option. You can place a stop payment on an item from a minimum of 6 months with multiple different end time-frames up to 7 years. Proactive event notifications can also be configured to alert your users when a stop payment is close to expiring.

3. Images (front and reverse) of all cancelled checks on a CD and/or accessible online.

BB&T Response: Paid check images are available via CashManager OnLine and CD-ROM. Through the Information Reporting module on CMOL, Extended Image Retrieval enables you to search a rolling 7 years of image for paid checks, deposit tickets, deposit items, and returned deposited items. These images can be flipped, zoomed, inversed, printed and archived for future reference. Older or archived images will be delivered via secure email.

BB&T offers paid check imaging on CD-ROM. Each statement cycle, the County would receive a CD-ROM containing indexed paid check information and images of paid checks for that statement cycle within 5 business days of statement cutoff. Additionally, BB&T's CD-ROM Imaging includes an image of your corresponding Bank Statement.

- iii. ACH Services. The County currently utilizes or shall soon be utilizing ACH debit and credit processing in a variety of ways such as direct deposit, real property billing, utility billing, collections and for other payments.

BB&T Response: BB&T's ACH service will enable the County to take advantage of the efficient and low-cost ACH network to electronically disburse and receive funds to or from consumer and business accounts. ACH applications include direct deposit, pre-authorized payments, business-to-business payments and receipts, cash concentration and tax payments. Other available ACH services include check conversion, fraud prevention, ACH transaction detail (addenda) reporting and integrated payables and receivables solutions.

BB&T supports ACH origination of the following NACHA Standard Entry Class Codes: PPD, CCD, CTX, ARC, BOC, CIE, POP, RCK, TEL, IAT and WEB. BB&T support Secure FTP (SSH or SSL), Connect: Direct Secure Plus, and several other secure file transfer options to meet the County's technical requirements. BB&T can accept multiple payment file formats, including NACHA, EDI 820, flat file, and other ERP specific output formats. BB&T will send out automated acknowledgements and status reports that provide clients with a high level of transparency around the processing status of their ACH files.

Through our ACH service, BB&T can help the County:

- Deliver and or receive ACH payments to or from any domestic financial institution
- Achieve faster payments with no mail float and improve cash flow forecasting
- Minimize time spent on payment processing
- Maximize payment efficiency by utilizing one time or recurring batch payment process
- Reduce cost and gain payment efficient by automating payments and receivables process
- Access to Secure payment network
- Maintain control over the settlement date
- Know payment status and ability to track payments

1. Electronic deposits and disbursements utilizing ACH debits and credits. An online platform shall be provided for processing ACH transactions from or to any appropriate County Account.

BB&T Response: The County may initiate ACH transactions using CMOL or Data Transmission.

CashManager OnLine: CMOL allows you to maintain and update your ACH transaction data, import data and ACH formatted files, and transmit files electronically. CMOL offers the convenience of managing your ACH payment information over the Internet and performing other real-time cash management transactions anytime. ACH Templates can be used and managed for regularly recurring transactions.

Data Transmission: Using the industry standard National Automated Clearing House County ACH file format, you can transmit your ACH transaction data directly to BB&T from your PC or mainframe. BB&T supports Secure FTP (SSH or SSL), Connect: Direct Secure Plus, and several other secure file transfer options to meet the County's technical requirements.

Timing: The standard deadline for file submission is 8:00 p.m., two days prior to effective pay date. Following is an example to illustrate how this works for a Friday payday. BB&T would require the file by Wednesday at 8:00 p.m. for your employees to have access to their pay at 6:00 a.m. on payday. The County may submit the file earlier since we extract ACH files every two hours beginning at 8:00 a.m. until 8:00 p.m.

Customer Input Method	Cut-Off Time		
	Book Transfer (Same Day Settlement)	Next Day Settlement	2 or more Days Settlement
Direct Transmission	8:00 pm EST	8:00 pm EST	8:00 pm EST
CashManager OnLine	8:00 pm EST	8:00 pm EST	8:00 pm EST

File Reversals: The County will utilize CashManager OnLine to reverse erroneous or duplicate ACH files or transactions that were previously submitted for processing. BB&T's processing (release) Windows are as follows: 7AM, 10AM, 12PM, 2PM, 4PM, 6PM, and 8PM. Released items may be reversed in accordance to NACHA Rules.

Prenotes: BB&T strongly recommends using pre-notifications in accordance with NACHA rules. Pre-notifications are optional zero dollar transactions. Pre-notifications are generated at least six days before live date. The receiving bank is required to verify account number for pre-notifications. The receiving bank must correct the account number or return a notification of change (NOC) within two banking days.

2. Dual approval control is required on all ACH initiated transactions.

BB&T Response: BB&T uses a layered security approach as it relates to CashManager Online. Methodologies employed include MFA (Multi-factor authentication) using digital tokens; and KBA (knowledge based authentication). Each CMOL User will be provided with a unique User ID, password, and security token.

The CMOL County Administrator has the ability to establish authorized users, passwords, restrictions, etc. The Administrator may assign/delete these functions as necessary for each transaction type (e.g. ACH transactions). Each user has a unique operator ID that can be restricted to accessing only portions of the information for designated accounts. Users can also be assigned various combinations of dollar limits with respect to initiating monetary transactions. Each user should use only his/her unique log-in credentials. Transaction capabilities should be strictly limited to an 'as absolutely necessary' basis.

The County Admin sets the number of secondary approvers required per user entitled to any payment function (i.e. Wire or ACH) or type (i.e. Fed or Drawdown wire request; free form or repetitive template). Up to 9 additional approvers may be required. This number cannot be lower than 1 when Dual Payment Approval is established at the Company level, which BB&T requires.

3. Notices of changes and returns of ACH transactions shall be reported on a daily basis with the capability of electronic delivery of the change or return.

BB&T Response: ACH Return Item and Notification of Change reporting is available through a NACHA file and through our CashManager OnLine Current Day reporting service. The following information is included in the report: Return Reason Code, Account Number, Trace number, Amount, Customer ID Customer Name, Transit Routing number, Company name and ID and Entry Description. Notifications of change will include corrected information. Return items will automatically post to your BB&T ACH settlement account on the day received.

4. ACH Fraud protection services are requested.

BB&T Response: BB&T's ACH Control solution safeguards the County's accounts from fraudulent or unauthorized ACH activity. At the core of ACH Control is its real-time ACH Positive Pay functionality. This powerful tool enables efficient detection and return of fraudulent or erroneous ACH transactions. Through its convenient web application, the County manages authorized trading partners, establishes filter criteria, and makes pay/return decisions on pending ACH transactions.

BB&T compares your incoming transactions with your previously established recurring authorizations. All matching transactions are allowed to post. If mismatching transactions are presented, BB&T alerts you by email. ACH Control allows for the review of these transactions and other

ACH activity. The reject decision screen allows for the disposition of each item to be returned unauthorized, paid one time, or paid with recurring authorization. If you take no action BB&T safeguards your account by returning all mismatching transactions to the originator. The County's ACH Control Administrator establishes ACH Positive Pay email notifications for all ACH Positive Pay Users. If no action is taken, then the Rejected Payments will default to a return decision and will be returned to the originator.

How ACH Positive Pay Works:

1. ACH Debit Transaction Origination: Your vendors or other parties use your account information to originate ACH debit entries through the National Automated Clearinghouse County to BB&T.
2. Automated Data Comparison: BB&T compares incoming transactions with your previously established recurring authorizations. All matching transactions are allowed to post.
3. Notification and Review: If mismatching transactions are presented, BB&T alerts you by email. You log in to ACH Control to review these transactions and other ACH activity.
4. Decision Action: Using the reject decision screen, you disposition each item to be a) returned unauthorized, b) paid one time, or c) paid with recurring authorization. If you take no action, BB&T safeguards your account by returning all mismatching transactions.

ACH Block: For accounts where no ACH activity should be applied, ACH Blanket Block will reject all ACH debit and/or credit transactions and return them to the originating bank. ACH Blanket Block is simpler, more economical alternative to ACH Positive Pay.

iv. Wire Transfer Services.

1. Ability to utilize preformatted (repetitive), free-form (non-repetitive) and phone initiated wire transfers.

BB&T Response: The County can initiate repetitive and non-repetitive wire transfers. BB&T supports initiation of wire transfers via telephone. With the Corporate Call Wire Transfer service, the County's authorized representative can call BB&T's Wire Transfer Department directly via a toll-free number. At implementation, the authorized representative(s) will be assigned a four-digit Personal Identification Number (PIN) which they will use as identification when calling to initiate the wire transfer. BB&T then verifies the PIN, accepts the wire transfer information and initiates the transaction.

2. An online platform shall be provided for processing outgoing wire transfers from a County account to another account as appropriate.

BB&T Response: The County can utilize the CashManager OnLine wire module to originate repetitive and non-repetitive wire transfers (domestic & international) from your BB&T account. Domestic or international wires may be sent until 5:30 p.m. each business day for same-day processing. Incoming wires are posted to the account until 6:00 p.m.

3. Dual control is required on all outgoing wires whether repetitive, non-repetitive or phone initiated.

BB&T Response: BB&T uses a layered security approach as it relates to CashManager Online. Methodologies employed include MFA (Multi-factor authentication) using digital tokens; and KBA (knowledge based authentication). Each CMOL User will be provided with a unique User ID, password, and security token.

The CMOL County Administrator has the ability to establish authorized users, passwords, restrictions, etc. The Administrator may assign/delete these functions as necessary for each transaction type (e.g. wire transfers). Each user has a unique operator ID that can be restricted to accessing only portions of the information for designated accounts. Users can also be assigned various combinations of dollar limits with respect to initiating monetary transactions. Each user should use only his/her unique log-in credentials. Transaction capabilities should be strictly limited to an 'as absolutely necessary' basis.

The County Admin sets the number of secondary approvers required per user entitled to any payment function (i.e. Wire or Transfer) or type (i.e. Fed or Drawdown wire request; free form or repetitive template). Up to 9 additional approvers may be required. This number cannot be lower than 1 when Dual Payment Approval is established at the Company level, which BB&T requires.

4. Online access to confirmations of outgoing wire transfers, or preferably automatic electronic delivery, shall be provided.

BB&T Response: BB&T recommends that the County access a current day report via CashManager OnLine to review detailed information for incoming and outgoing wire transfers including amount, type, date, time, status, beneficiary or originator (outgoing or incoming), FED reference number, BB&T reference number, ABA routing number, address (outgoing only) and comments. Reference numbers are available immediately upon execution of the wire. Wire transfer activity is updated every thirty minutes for confirmation purposes.

5. A customer service representative shall be available during normal business hours (at minimum 8 a.m. to 5 p.m.) for resolution of any wire transfer problems.

BB&T Response: In addition to your local Relationship Team, BB&T has a dedicated Payment Solutions client support team to service your needs. This team will track each of your phone calls, answer your questions and will strive to meet your processing needs.

BB&T's centralized **Payment Services Client Support Center** is committed to achieving unrivaled customer satisfaction through world-class delivery of service quality. Each day, our state-of-the-art automated telephone system produces sophisticated reports that provide statistics such as the total number of calls received, average length of the call and how long customers waited before speaking to a service specialist. BB&T's approach toward service will provide the County with many benefits, including:

- Easy Access: On any banking day, for assistance dial 1-800-774-8179 between 8:00 a.m. and 6:00 p.m. EST.
- Prompt Turnaround: Our goal is to respond to the County's questions on the first call, with all inquiries handled within a 24-hour period.
- Quality tracking: Incoming calls are monitored and tracked to ensure quality service is provided in a timely manner.
- Advanced Technology: Specialists have access to numerous bank systems, enabling quick retrieval of customer information.

- v. Online Banking Services. Full service online banking shall be provided, including, at minimum the following:

BB&T Response: The County can utilize CashManager OnLine ("CMOL"), BB&T's Internet-based balance reporting and transaction initiation system. Ever-changing and time-critical information about your BB&T accounts is available at your fingertips with CMOL, anytime, anywhere. CMOL helps save time, streamline processes and improve cash flow. Using a Web browser and desktop or portable PC or MAC, the County can:

- Access current and previous-day account information
- View/print Online account analysis
- View/print commercial deposit account and savings account statements
- Create your own customized reports through transaction search
- Make real-time intra-bank account transfers
- Initiate a wide variety of ACH transactions from payments to collections
- Initiate real-time domestic and international wire transfers
- Place stop payments
- Upload Positive Pay check issue files
- View images of paid checks, returned deposited items, deposit tickets and individual transit items within the deposit
- Receive immediate online confirmations
- Download account information in BAI 2 or CSV file format

CMOL is a web based service without special hardware or software required. BB&T supports the following combinations of Operating Systems and Internet Browsers:

Computer Type	Operating System	Internet Browser
PC	Windows XP SP3	Internet Explorer 7.0 and 8.0 Firefox 12 and 13
PC	Windows 7	Internet Explorer 8.0 and 9.0 Firefox 12 and 13
Mac	Mac OS X v10.5.6	Safari 5.0

There are no limits to the number of users that can access CashManager OnLine. Ever-changing and time-critical information about your BB&T accounts is available at your fingertips at any time, and any place with high-speed internet access. CMOL allows the County to control the creation, approval, and release of transactions. The Administrator has the ability to establish authorized users, passwords, restrictions, etc.

BB&T has a CashManager OnLine Mobile App for Android and iPhone. BB&T's CashManager OnLine Mobile App provides quick access to select services while on the go. Primary features include current and previous day account balance, summary and transaction detail, transfer between BB&T accounts, approvals for account transfer and wire transfer, and select administration features.

BB&T offers the following CashManager Online Security Features:

Logon Credentials: Assigned CMOL System Administrators are provided logon credentials and then create credentials for company users. A temporary password is created for each user who is subsequently prompted to change it at initial log in. Passwords expire every 30 days. New passwords should contain a mix of upper and lower case letters and numbers, no special characters, and be at least eight characters in length.

Security Token: BB&T provides System Administrators with security tokens for distribution to all company CMOL users. A security token is a small, connectionless device that generates a one-time passcode to use at log in. Once activated, every time a user logs in to CMOL, the token code allows BB&T to authenticate each user and validate each user is logging in to a legitimate BB&T CMOL session every time. Additionally, company users that have release authority for account transfers, wire transfers or ACH transactions must further authenticate those transactions by performing the security token passcode process each time those transactions are submitted for release.

Trusteer Rapport: Trusteer Rapport software protects your company's financial assets and business data during every CMOL banking session. BB&T will automatically prompt all company users to download Rapport by an in-browser message and hyperlink. Users should consult their IT or system administrator as necessary. Failure to download Rapport on any/all devices used for CMOL will result in discontinued access after a period of 45 days from initial user prompt.

Dual Approval: Dual Approval for Payments requires one user to initiate a payment and a second user, with a second set of credentials and using a second computer, to approve the release of the payment. By using separation of duties, clients mitigate the potential for internal and external fraud.

User Entitlements: Users should be entitled to only those functions and accounts necessary to perform their normal activities. These entitlements should be reviewed regularly.

Payment Limits: A maximum wire transfer payment limit is assigned by BB&T based on your company's needs. This limit, along with other payment limits you have established for your company and individual users, should be routinely reviewed.

Event Notification Service: Event notification allows users to receive messages through their selected delivery method when account payment activity occurs and when changes are made to a user's entitlements or profile. Notifications of unexpected activity enable action to be taken more quickly.

1. Prior day balance reporting capabilities with debit and credit transaction listings.

BB&T Response: BB&T's CMOL service provides both account balance summary reports and transaction detail reports. Previous Day Detail Reports include detail transaction information on all debits and credits from the previous night's processing. Current Day Detail Reports include detail transaction information for wire transfers, ACH activity, controlled disbursement, lockbox, return deposited items, OnSite Deposit, Image Cash Letter, AR Box and Vault360. Current Day Detail Reports are updated at least every thirty minutes through a batch update from the time of processing, starting at 8:00 AM. The current day BAI file is updated every two hours. More specifically, Current Day information is updated within the following times (EST):

- Memo - Load every 30 minutes starting at 8:00 AM – 9:00 PM
- Current Balance - Load every 30 minute starting at 8:00 AM – 9:00 PM
- Lockbox Info - Load every hour starting at 8:30 AM until 5:30 PM
- Controlled Disbursements - Load twice a day at 7:30 AM & 10:00 PM
- Return Deposit Information - Load twice a day at 3:30 AM & 9:30 PM
- ACH Details - Load every 2 hours beginning at 8:00 AM until 10:00 PM
- Wire Transfers – Updated as received

Transaction types include all credits, all debits, ACH credits, ACH debits, deposit transactions, paid check transactions, lockbox credits, lockbox debits, incoming wires, outgoing wires, ZBA credits, ZBA debits, other credits, other debits.

CMOL reports can be customized by individual users so that whatever level of detail desired is provided. This includes reporting by transaction type (electronic or paper entries), transaction amount, and grouping accounts into a single global report. These reports can be displayed at the Bank/User/Client level. CMOL does have a comprehensive report that

includes all detailed transactions for 187 rolling calendar days. Reports are available for viewing Monday – Sunday, 24 hours a day. Listed below are standard reports:

- Current/Previous Day Summary Report to include wire transfer, ACH, controlled disbursement, lockbox, loan activity.
- Current/Previous Day Statement Report to include wire transfer, ACH, controlled disbursement, lockbox, returned deposited items, and loan activity.
- Current/Previous Day Detail Report to include wire transfer, ACH, controlled disbursement, lockbox, loan activity.
- Current/Previous Day BAI2/CSV File Export to include wire transfer, ACH, controlled disbursement, lockbox, loan activity.

2. Online image retrieval of cleared and deposited check items.

BB&T Response: Through the Information Reporting module on CMOL, Extended Image Retrieval enables you to search a rolling 7 years of image for paid checks, deposit tickets, deposit items, and returned deposited items. These images can be flipped, zoomed, inversed, printed and archived for future reference. Older or archived images will be delivered via secure email.

3. Capability to search for transaction items.

BB&T Response: The County can search for transactions items via CashManager Online.

4. Online ACH debit and credit processing (includes direct deposit). Capabilities shall include online entry and file upload.

BB&T Response: BB&T can provide the requested ACH services via CashManager Online.

5. Online wire transfer capabilities.

BB&T Response: The County can initiate wire transfers via CashManager Online.

6. Online stop payments for disbursement checks.

BB&T Response: The County can initiate stop payments via CashManager Online.

- vi. Remote Deposits
- vii. Deposit Remittances
- viii. Reconciliation and Reporting Services
- ix. Account Maintenance Services
- x. Collateralization of Deposits

- xi. Customer Service. The Offeror shall provide an officer of at least a Vice President (“Officer”) level to act as the primary liaison between the County and the bank. The Officer shall be responsible for conflict resolution between the County and the selected Offeror and will set up quarterly status update meetings with the County Treasurer. The Offeror shall provide direct contact information of the Officer and a secondary liaison in the event the Officer is unavailable. The Offeror shall endeavor to respond to any inquiries by the County on the same day but in no case later than the next business day. The Offeror shall provide any requested training to appropriate County staff for all online banking services. Any new services shall be made available to the County with associated cost for services negotiated at the time of the new service offer.

BB&T Response: BB&T offers a unique blend: A Relationship Team who knows your business and has product expertise, stringent quality control, superior customer service, and on-call consultative specialists. These factors combine to provide added value for your banking dollar. This added value, coupled with our financial strength and stability, makes BB&T a solid solution to all your banking needs.

There will be several individuals available to handle any issues with the County at any given time. Your Relationship Managers, Bryan Thomas and Cheryle Mack will work to ensure resolution to any issues, proactively service your account, and respond promptly to your needs. The County will be supported by a support team for day-to-day operational needs. Should the County have any payment service needs, Lauren Minnick, BB&T’s Payment Solutions Consultant, will be available at all times.

Based on the BB&T relationship management model, BB&T’s goal is to become a trusted advisor to its clients by taking a highly consultative approach to client relationship management. Your Relationship Team will arrange regular meetings with key County personnel to optimize efficiency, reduce unnecessary costs, mitigate fraud risk, and add overall value to the relationship, through a thorough review and discussion of the County’s payment cycle. BB&T will work with the County to determine which products and services best fit their needs.

RELATIONSHIP MANAGERS

Bryan Thomas
Senior Vice President
Market President
1425 Seminole Trail
Charlottesville, VA 22901-1417
434-975-9790
Bryan.Thomas@bbandt.com

Cheryle Mack
Senior Vice President
Regional Business Deposits Officer
One Columbus Center, Suite 201
Virginia Beach, VA 23462
757-326-6457
Cmack@bbandt.com

Bryan Thomas

Senior Vice President
Market President
1425 Seminole Trail
Charlottesville, VA 22901-1417
434-975-9790
Bryan.Thomas@bbandt.com

Bryan Thomas is the Market President for the Charlottesville area and has direct responsibility managing the commercial banking division. He also manages business deposit and borrowing relationships in this area. The Charlottesville area includes Fluvanna County, Albemarle County, Buckingham County, Louisa County, Greene County, Prince Edward County, Nelson County, Cumberland County, Appomattox County and the City of Charlottesville, Va. is a Senior Vice President in the Central Virginia market. Bryan has over 33 years of banking experience and he would serve as your contact for this partnership.

Bryan is a past Chairman of the Thomas Jefferson Area United Way, a past Chairman of the Charlottesville Area Chamber of Commerce, and a past Executive Committee member and Treasurer of the Central VA. Partnership for Economic Development. He is presently serving on the Foundation Board of Martha Jefferson Hospital and the Virginia High School League.

Bryan holds a Business Administration degree from Lynchburg College and an Associate degree in Biology from Ferrum College. He has also taken and passed numerous graduate banking school classes the University of VA Darden School of Business.

Cheryle Mack

Senior Vice President
Business Deposits Officer
One Columbus Center, Suite 201
Virginia Beach, VA 23462
757-326-6457
Cmack@bbandt.com

Cheryle Mack is a Senior Vice President with BB&T and currently serves as the Regional Business Deposits Officer for the James River Region. She helps the region to grow and retain deposits as well as provide consultative advice on how to structure and maximize deposits for clients.

For the past 27 years her management responsibilities have included commercial lending, treasury management and managing small teams. Cheryle also served as a member of BB&T's Hampton Roads Senior Leadership team to develop strategic initiatives to drive deposit acquisition. Her expertise over the past 17 years has been working directly with municipal and not-for profit clients in the Hampton Roads, Richmond and Charlottesville areas. Cheryle is a graduate of The College of William and Mary and recently completed her Masters of Business Administration at Regent University.

Ms. Mack currently serves as the Chair of Board for Girls Scouts of Colonial Coast (previously served as Finance Chair and Vice Chair) and is a member of the Association of Fundraising Professional's Hampton Roads Chapter. Cheryle also previously served on the Urban League of Hampton Roads Board of Directors, YWCA Advisory Board, President of Hampton Roads Executive Women International Chapter and on the Skills USA's High School entrepreneurship programs supporting financial literacy to students.

In addition to her leadership roles in the community, Cheryle has served as a panelist for the Norfolk Southern WiNs "Women's Education – Women's Empowerment" event, the Association of Fundraising Professional's Increasing Diversity from Donors to Board Member event and Norfolk State University Women Economic Development Center's "Sister to Sister" event. She is also the recipient of the Girl Scout Appreciation Pin for her volunteer service to the Girl Scouts.

PAYMENT SOLUTIONS CONSULTANT

Lauren Minnick

Banking Officer

Payment Solutions Consultant

901 E Bryd Street, 6th Floor

Richmond, VA 23219

804-787-1079

Lauren.minnick@bbandt.com

Lauren R. Minnick serves as a Treasury Consultant in the Payment Solutions Division for BB&T supporting the Central Virginia, Charlottesville, and Fredericksburg markets. Lauren specializes in providing treasury solutions to municipalities, non-profits, and commercial businesses that enhance working capital, cash flow management, and increase efficiencies in our Client's day-to-day banking needs.

Lauren joined BB&T in August 2015 with the acquisition of Susquehanna Bank, bringing with her more than five years of experience in banking and Treasury. She and her husband, Stephen, relocated from Hagerstown, Maryland and are excited to return back to her home state and settle in the Richmond area.

As your Payments Consultant, Lauren will setup periodic meetings to review your relationship and look for ways to add value and innovative ways to protect your funds.

xii. Deposits from Merchant Services Accounts

BB&T Response: BB&T can accept merchant deposits from your provider. We welcome the opportunity to bid on the merchant processing in the near future.

xiii. Optional Daily courier service for Deposits (except if closer branch is more than 10 miles from the Treasurer's Office in which case courier service is required as noted in Section 3(A)(iii) *supra*.)

BB&T Response: At this time, BB&T does not provide secure courier service. BB&T maintains business relationships with all of the major armored carriers companies and could provide the County with contact information for the four local armored services carriers in the market. Courier service will be a separate contract between the County and the armored courier company of its choice.

- D. **Contingency Planning:** Although the Offeror may provide a viable product for each and every service the County is requesting, the County needs to ensure these products and services are available in alternative methods if there are unforeseeable emergencies making standard procedures unworkable. The Offeror shall provide a contingency plan to ensure access to standard operating functions. This shall include, but not be limited to, the following potential circumstances: (1) the online platform is down and the County is unable to obtain balance reporting, wire transfer and ACH processing services, (2) file transfer malfunctions to positive pay or ACH transmission or (3) primary banking location is unavailable.

BB&T Response: BB&T has a formal disaster recovery plan in place in the event of a systems failure or other disaster. BB&T has contracted with a world recognized disaster recovery service provider. BB&T's primary processing site is the Wilson Operations Center. BB&T uses a combination of vendor supported services and IT infrastructure at other BB&T sites to support the recovery of Wilson's Operations Center in the event of a disaster or large systems failure.

Our primary hotsite is in a different state than our Operations center and provides for replication of our mainframe processing. Our backup equipment remains powered up and in a daily ready state. This dedicated equipment supports sending our critical data across multiple dedicated AT&T data circuits. We backup all mainframe production files multiple times each day. All data needed to recover our mainframe environment is kept in an automated tape system or disk infrastructure at the hotsite and in a ready state.

BB&T also has a second processing center and is located in Charlotte, NC, where we have installed our largest amount of redundant network and distributed systems capabilities. All BB&T sites (check processing sites, branches, ATM's and corporate offices) have redundant network connections to both Wilson and Charlotte. If the Wilson site goes down, we establish our network through the offsite location, and the rest of BB&T's environment is then connected through the Charlotte site. Many of our distributed systems have redundant servers in Charlotte to support the recovery of an outage in Wilson. Depending upon individual system requirements, some distributed systems have their production servers in locations other than Wilson, and some have their disaster recovery servers in locations other than Charlotte. We have switched our entire production network from Wilson to the hotsite in less than 15 minutes during test exercises.

BB&T's disaster recovery plans are tested and documented every 12 months as part of our audit and regulatory compliance requirements. Our most recent test was conducted in July 2016.

Your Relationship Team would be in frequent contact with you during any type of disaster to ensure all of your expectations are met. BB&T has put in place a Disaster Recovery/Business Continuation plan that we are confident addresses and mitigates risks. We will work closely with the County to make every effort to ensure that a disruption of services does not occur.

CashManager Online: BB&T's CashManager Online system has not had any unscheduled downtime for more than 30 minutes in a single day. Current uptime is 99.99% for the last 12 months and this includes scheduled down time for maintenance and upgrades. In the event that CashManager Online is unavailable, the County may contact their local Relationship Team or the Payment Solutions Client Support Team.

CashManager Online is a multipurpose cash management internet application and each department within BB&T that supports CashManager OnLine is required to adhere to a Business Recovery Plan. Those plans document, in specific detail, actions to be taken for the continuation of critical business functions following a business interruption. They contain detailed procedures for managers to follow when the plan is activated, that include contact information for key employees, roles and responsibilities for the managers to follow when the plan is activated and procedures for recovering critical functional needs.

If in the event of a disaster, CashManager OnLine, at the advisement of senior management, would engage support personnel to activate the plan and determine if the event would require relocation to our alternate back up site, managed by BB&T. This plan, when evoked, is designed to have duplicated operational capability within a 24 – 48 hour timeframe.

E. Transition of Services.

- i. The Officer and key staff shall meet with County and School staff immediately after the contract has been fully executed for a project kickoff meeting. In addition, the Officer and key staff shall be available for other meetings as required by the County.

BB&T Response: Acknowledged.

- ii. The Officer shall provide within ten (10) days of contract execution a schedule of the transition process, as well as, a list of any documents, files or information it shall need from the current banking service provider in order to have a successful transition.

BB&T Response: Acknowledged.

- iii. The Officer shall provide bi-weekly status reports to the County regarding the progress of the transition of services.

BB&T Response: As part our on-boarding process, BB&T shall provide a bi-weekly update to the County on the progress of the transition of services.

- iv. If requested, the Offeror shall provide on-site training to appropriate County and School staff for all online banking services.

BB&T Response: Training, user manuals and technical assistance are provided as part of the implementation process for treasury services, card services, and payroll cards. We will provide training to all employees during the implementation process and we are pleased to offer additional or follow up training as required by our clients. For several of our online products (CashManager OnLine, Onsite Deposit) we utilize a proactive training model; this model includes a scheduled one-on-one training session with a trainer. We also facilitate daily instructor-led webinars in which many clients can participate at one time. These webinars allow a client to participate as often as they would like or have as many members of their firm participate at one time. These webinars allow a client to participate as often as they would like or have as many members of their firm participate at one time. There are no costs associated with training.

- v. The Offeror shall be responsible for paying all transition costs that may occur relating to the Banking Services requested under this RFP, including, but not limited to, the costs of conversion of existing images, loading of files, etc.

BB&T Response: BB&T will provide the first order of 2-ply deposit tickets and the first order of checks on all accounts.

F. Optional and Future Banking Services

- i. The County intends to implement processing check deposits via a remote deposit process in the near future. Offeror shall provide pricing for bank transaction fees and recommended equipment.

BB&T Response: BB&T's OnSite Deposit is the most versatile and easy-to-use remote depositing system on the market today. This system requires no software on the part of the user. The OnSite Deposit product suite is accessible and operable directly over the Internet from a secure web site. Using a scanner supported by BB&T, OnSite Deposit enables you to scan and deposit checks from any Windows®-based personal computer with Internet access. The scanned images and deposit information are securely and confidentially transmitted to BB&T's deposit processing operations, which post the check deposits to your business account. Drivers for scanner hardware are included. Not only does the web based service make operation easy, but new features and enhancements are immediately available to all users.

The County will have online access to a two-year history of deposit information and check images at no additional charge. The County may also choose to save images to an internal system for longer archival periods.

All deposits received by BB&T prior to 9:00 PM EST will be processed the same business day. Files received after 9:00 PM EST will be processed the next business day.

How It Works:

- **Deposit Preparation:** Add up the total amount of the checks you wish to deposit.
 - **Scanning:** Log on to OnSite Deposit, enter deposit total in the virtual deposit ticket, and click “scan.” The scanner scans each item capturing an image of the front and back while recognizing text from important fields.
 - **Validation, Approval, and Submission:** OnSite Deposit guides you through the process of verifying the deposit amounts, reviewing check images, and making corrections (if needed). Once your deposit balances just click “submit.” Your deposit is automatically transmitted to your account at BB&T.
 - **Confirmation:** OnSite Deposit provides complete reporting of deposit details and images for up to two years.
- ii. The County and Treasurer are always looking for opportunities to use banking services and new technology as they become available. The County reserves the right to add other services and/or accounts at a reasonable cost during the term of the contract by written amendment thereto.

BB&T Response: BB&T conducts Relationship Reviews and will share new products and services with the County as they become available and relevant to the County. As such, it may be appropriate to begin discussion around the concept of electronifying and automation of payables (Commerce Gateway Payables) and receivables efficiencies such as Remote Deposit Capabilities, Lockbox, and AR Box Services. The Bank has included pricing for our Onsite Deposit Service and Positive Pay services, as we feel these would provide immediate benefit to the County. We would be happy to provide recommendations for additional services, but would want to visit with the County to learn more of the processes and procedures that the County currently has in place to provide a more in-depth list of recommendations.

The Bank can provide additional services not listed on our attached proforma at negotiated rates, but is under no obligation to do so.

COMPANY BACKGROUND & ADDITIONAL INFORMATION

iii. Company Background Information, to include but not limited to the following:

1. Provide the legal name of the company, the size of the company and organizational structure.

BB&T Response: BB&T Corporation, headquartered in Winston-Salem, N.C., is considered Well Capitalized and is among the nation's top financial holding companies. BB&T is rated as one of the country's safest and soundest financial institutions and has a reputation for integrity and service excellence. Founded in 1872, its bank subsidiaries operate approximately 2,249 financial centers in Alabama, the Carolinas, Virginia, West Virginia, Kentucky, Georgia, Maryland, Tennessee, Florida, Texas, Indiana, Pennsylvania, New Jersey, and Washington, D.C. BB&T Corporation is the tenth largest American bank, offering full-service commercial and retail banking services along with other financial services like insurance, investments, retail brokerage, mortgage, corporate finance, consumer finance, payment services, international banking, leasing and institutional trust services.

BB&T's reputation has been built upon loyal, responsive customer service with a desire to exceed client expectations. At BB&T we know the content of our business will, and should, experience constant change. Change is necessary for progress. However, the context, our vision, mission and values, are unchanging because these principles are based on basic truths. We provide full service capabilities with the products, services, resources and infrastructure to support relationships such as one with the County, and do so while steadfastly adhering to our core values and mission:

TO MAKE THE WORLD A BETTER PLACE TO LIVE BY:

- Helping our CLIENTS achieve economic success and financial security;
- Creating a place where our EMPLOYEES can learn, grow and be fulfilled in their work;
- Making the COMMUNITIES in which we work better places to be; and thereby:
- Optimizing the long-term return to our SHAREHOLDERS, while providing a safe and sound investment

We also differentiate ourselves with a highly consultative approach to client service. We strive to be a trusted partner for our clients; bringing them real solutions to problems as well as keeping them abreast of innovations coming into the marketplace that will help safeguard assets and streamline processes, saving both time and money. We will get to know your business through regular face-to-face account reviews and provide solutions that cater to your very specific needs. This proposal is simply a starting point. If you choose BB&T as your financial partner, we will continue to refine your processing structure and services to create the optimal scenario for the County. We pride ourselves on tenured management, low associate turnover, and qualitative performance measures that consistently exceed Bank Administration Institute competitive benchmarks.

Our treasury services are designed to meet client specifications and we provide fast, accurate and flexible solutions to enhance your receivables process and productivity. Developing services that help you achieve economic success and financial security is the driving force behind our treasury services.

Operations Centers: BB&T has operations centers which support treasury management functions in Charlotte, Wilson and Lumberton, North Carolina, Orlando, Florida, Baltimore, Maryland and Dallas, Texas. Additionally, we have a nationwide network of vault deposit processing facilities. This network is a combination of BB&T owned and operated facilities and third party vaults operated by Loomis, Brinks, Dunbar and Garda.

Headquarters: BB&T's Corporate Headquarters is located at 200 West Second St. in Winston-Salem, NC.

2. Date the company went into business and date the company became a Qualified Public Depository

BB&T Response: The Bank has been offering depository services since 1872.

3. Status of the company including:
 - (i) status as a Qualified Public Depository from the date so qualified to current;

BB&T Response: The Bank has been licenses to do business in VA since 1975.

(ii) Number of local branches (within 25 miles of the County's Treasurer's Office), type of branch, number of employees supporting the same, and location of Vice President liaison required by Section 3(C)(xi) hereof;

BB&T Response: BB&T has two branches that are within 25 miles of the County's Treasurer's Office. The branch location along with the branch manager's contact information is below. Employees for each branch are based on the needs of the branch and are subject to change.

(iii) Define the company's long-term development strategy and plans for the County's Banking Services;

BB&T Response: We differentiate ourselves with a highly consultative approach to client service. We strive to be a trusted partner for our clients; bringing them real solutions to problems as well as keeping them abreast of innovations coming into the marketplace that will help safeguard assets and streamline processes, saving both time and money. We will get to know your business through regular face-to-face account reviews and provide solutions that cater to your very specific needs. This proposal is simply a starting point. If you choose BB&T as your financial partner, we will continue to refine your processing structure and services to create the optimal scenario for the County. We pride ourselves on tenured management, low associate turnover, and qualitative performance measures that consistently exceed Bank Administration Institute competitive benchmarks.

(iv) Number of public sector client for similar services and size of these organizations including names and locations;

BB&T Response: BB&T has provided references of four public sector clients that have utilized similar services and are of similar size to Fluvanna County on the Vendor Data Sheet contain hereto. BB&T's portfolio of clients due to privacy concerns has not been published. We can offer additional references upon request. BB&T's policy requires prior consent of the reference and discloser of client information. The Bank is currently privileged to hold over \$13 billion in public Fund deposits.

(v) Future technology direction, service revisions and enhancements;

BB&T Response: Our treasury services are designed to meet client specifications and we provide fast, accurate and flexible solutions to enhance your receivables process and productivity. Developing services that help you achieve economic success and financial security is the driving force behind our treasury services.

BB&T is constantly looking at enhancing our product lineup. BB&T contracts periodically with strategic consulting firms specializing in the payments industry to conduct in-depth analysis of our existing services and functionality compared to the current market, and to assist BB&T with identifying and prioritizing our competitive differences against our development plans. BB&T also maintains a Voice of the Client database for Treasury Services. This database contains direct feedback from our clients. We analyze this client feedback, continually comparing to the analysis of consulting firms to validate, benchmark, and reprioritize our roadmap.

As technology investment continues to be imperative for treasury management solution providers, BB&T has introduced new products and services that provide customers with faster, easier, and more efficient ways of doing business. Since 2004, BB&T has invested more than \$36 million in product development across its receipts, disbursements, information and electronic commerce solutions such as: state of the art lockbox, online security, and commerce gateway.

Over the next 12 to 18 months, we will be enhancing and expanding our payables, receivables and information reporting solutions which will include improving navigation and workflow, fraud prevention, and automation, all of which are designed to support our clients' focus on liquidity and working capital management.

(vi) Provide recent audited financial statements for the past two (2) years;

BB&T Response: Direct links for our financial statements, including our annual reports, are available on our website: <http://bbt.investorroom.com/overview>

(vii) disclose past and pending litigation.

BB&T Response: BB&T is one of the largest financial institutions in the United States. As such, it is a party defendant in numerous lawsuits involving claims based on various legal theories. None of the claims are material to the operations of the company or its ability to provide the requested services. Please refer to the Company's regulatory filings with the Securities and Exchange Commission for a more detailed description of the Company's pending litigation.

4. **Client References:** Offerors shall provide a minimum of five (5) client references that are similar in size and scope to the Banking Services requested by the County under this RFP that have similar needs. All client customers in the State of Virginia must be provided, regardless of circumstances. Client reference information must include the date of services, length of services, and a point of contact.

BB&T Response: BB&T has included this information on the Vendor Data Sheet which is contained in the Attachments hereto.

5. Offerors may be required to provide in-office system demonstrations that show the full functionality of the proposed Banking Services, especially as it relates to Online Banking Services provided. Offerors should be prepared to demonstrate how the Banking Services meet the scope of services defined in this RFP. Offerors should be prepared to respond to questions during the demonstrations.

BB&T Response: BB&T can provide an in-office demonstration of BB&T's Online Banking Services (Cash Manager OnLine) to get the County acquainted with the service, functionality, and answer questions. Once the setup is complete, the initial log-in can be coordinated with your Relationship Manager and Payment Consultant. BB&T provides various training opportunities, including training decks, pre-recorded training videos, and instructor led training. The Relationship Manager and Payment Consultant are available to facilitate scheduling desired training.

- G. A detailed description of other services and their standard operating procedures that are available in addition to those described in the Scope of Services. Include the cost associated with the set up and ongoing operation of the process.

BB&T Response: BB&T recommends that the County consider utilizing Purchasing Cards and the BB&T@Work program.

PURCHASING CARD

The BB&T Visa Purchasing Card is a no annual fee charge card that maximizes your company's efficiency and minimizes the paperwork associated with processing purchase orders and payments. Designed to be used for Procurement needs and in Accounts Payable as a payment mechanism to pay monthly invoices of goods, services and utilities, the Purchasing Card offers an ideal way to track spending while streamlining your purchasing and payments of monthly invoices processes.

Features include:

- No annual or per card fees
- 25-day grace period
- Pay in full monthly
- Variable credit limits
- Customized restrictions to meet your needs: Standard Industry Code (SIC) Merchant Category (MCC) restrictions, Cash advance/ATM access, Single transaction dollar limits, Dollar limits per cardholder, Dollar limits per billing cycle/month, Number of card authorizations per day
- Statement itemization: Your consolidated bill shows charges made within the statement cycle, detailed by cardholder, with a grand total at the company level.
- Fraud protection and Visa Liability Waiver: BB&T, in conjunction with Visa, insures you against losses up to \$100,000 that might be incurred through misuse by an employee, providing certain criteria are met.
- Fraud monitoring: Variances on spending patterns cause a cardholder's account to populate a fraud queue and prompt a call to the cardholder or program administrator to verify the validity of the charges.
- Worldwide acceptance: The BB&T Visa Purchasing Card is accepted at over 30 million locations across the globe.

With the BB&T Visa Purchasing Card:

Reduce Administrative Costs: The cost to process an expense report with a purchasing card is \$8, compared to \$37-\$76 using a paper-based process. You could save \$29-\$68 per transaction by converting from a purchase order to a BB&T Purchasing Card.

Improve Efficiency: According to Visa, purchasing cards reduce the time it takes to prepare and process the average purchase order by almost two hours. Generally, the number of steps involved in this process is cut in half.

Enhance Controls: Automated controls keep you firmly in command of spending. Restrictions are customized to your needs.

Reconcile and Pay One Bill per Month: Reduce the number of checks you write by paying many of your operating expenses with a BB&T Purchasing Card.

Improve Vendor Relations: Statistics indicate it costs a vendor up to \$50 to produce mail and process an invoice. With BB&T Purchasing Card, this process is eliminated and the vendor receives payment within 48 hours, thus cutting costs.

BB&T Credit Card Connection gives you an account management tool for monitoring and managing your company's cards through an Internet Connection. Registered company/program administrators within a company can: Review 18 months of detailed transaction history for all cardholders, make payments, monitor & maintain cardholder credit limits, request a new card for an existing account, close a cardholder's account, view activity reports, view up to 12 months of monthly paper statements, and download transaction information to financial software.

BB&T has partnered with Visa to offer you **Visa IntelliLink**, a robust, web-based financial tool for your BB&T Commercial Card program. This platform is designed to meet the more complex key information management needs of clients across all areas of their companies, by providing reporting and cost allocation/expense management in a single, integrated offering that includes: Dashboard management and flexible reporting tools for quick snapshots of key information, email alerts to signal key events such as approvals, self-service interactive reports with accommodating filters and sort options to answer specific questions, card transaction information based on previous-day posted transactions, and extensive expense management capabilities and integration of out of pocket spend to support sourcing analytics across the entire accounts payable function.

EMPLOYEE BENEFITS

At BB&T, we support personal financial education by offering financial education classes and materials to all age groups from elementary school through retirement. Our adult-focused classes include Saving, Budgeting and Home Ownership and are taught on site by BB&T associates.

In addition, the County's employees will have the option of participating in the BB&T@Work program; a complete employee banking benefit package that provides exclusive discounts and benefits on a variety of BB&T financial products and services. BB&T@Work is a unique opportunity for the employees of the County to enjoy the following program benefits:

- No fee checking with direct deposit
- No fee BB&T check card
- No fee BB&T OnLine banking and bill payment
- Comprehensive advisory services
- Retirement and investment advice including 401(k) rollover
- Comprehensive, in-depth personal finance planning
- Competitive quotes on auto and home insurance coverage
- Financial education seminars to assist you in achieving economic success and financial security
- Interactive online financial courses that teach you financial hints and tips
- BB&T savings account to help you save for the future

Local BB&T @ Work Officers can be available onsite at all locations to share this information with your employees, answer any questions and enroll employees in the program. The BB&T Representatives can also be available for follow-up new hire orientations to provide the BB&T @ Work Program benefits for future new hires. The BB&T @ Work Program is offered at no cost to the County and no maintenance of records will be required on your part.

- H. Provide copies of any supplemental agreements or documents that contain any terms and conditions that will be requested to be incorporated in the overall Agreement (e.g., direct deposit agreement, wire transfer agreement, etc.), including copies of any signature cards that contain terms and conditions. These agreements are an integral part of the resulting contract and will be reviewed by the Treasurer, County staff, County Department of Finance and the County Attorney.

BB&T Response: Sample Agreements are attached.

- I. The Offeror shall provide information or a response to the following inquiries:
- i. The interest rate calculation that would be used for the interest-bearing Checking and deposit Account and the methodology used to calculate monthly interest earnings.

BB&T Response: The Bank is offering a variable rate of interest for any excess balances that the County may have. The initial rate would be 0.50% or 50 bps. The rate would change by 20% of any Fed Fund Target Rate changes. A sample calculation is provided below:

The Fed raises its Target Rate from 1.00% to 1.25%, the County's rate would rise to 0.55%

$$0.50\% + 20\% \times (1.25\% - 1.00\%) = 0.50\% + 20\% \times 0.25\% = 0.50\% + 0.05\% = 0.55\%$$

Interest calculation : (Average Collected Balance – any required reserves) x interest rate / # of days in year x # of days in month

- ii. Provide copies of reports, statements, invoices or other materials that would be provided to the County such as monthly account statements and account analysis statements.

BB&T Response: Please see our Appendix Section for sample reports and statements.

- iii. Describe the bank's senior management commitment to providing the services as included in the proposal. Include a biography or resume of the Officer and key staff to be assigned to this account that have experience with governmental banking.

BB&T Response: BB&T is committed to providing our governmental banking clients with a specialized relationship officer that has had extensive experience in managing municipal relationships. BB&T feels that having this expertise allows the County to have matter subject expertise, a delivery of services that are appropriate and have servicing that understands municipal compliance and protocols. Cheryle's bio has been included for your review in Section XI- Customer Service.

- iv. Describe the bank's approach to account servicing. How does the Offeror monitor client satisfaction?

BB&T Response: BB&T differentiates itself from our competition by the service we provide our clients. BB&T believes that excellent quality is met when the client is pleased with our service. To do this BB&T must ensure service quality at a customer, site and employee level.

BB&T has historically and consistently provided a high level of customer service which has contributed to the multiple Greenwich Associates awards we have won over the last 7 years. We are excited to share that BB&T won top national honors for overall customer satisfaction in servicing businesses from Greenwich Associates, a national consulting firm. BB&T won more

excellence citations than any other financial institution. BB&T was a National Award Winner in six categories, to include the following:

- Overall Customer Satisfaction
- Cash Management Services Satisfaction
- Business Bankers Satisfaction
- Branch Services Satisfaction
- Personal Banking Services for Business Owners Satisfaction
- Call Center Satisfaction

In addition to your local Relationship Team, the County may contact the Payment Solutions Client Support Center that will handle day-to-day servicing needs. We will ensure the County will have the support when you need it.

BB&T does monitor and track performance indicators. BB&T measures call response time, problem resolution, satisfaction of client through client surveys and client feedback

- v. Provide a preliminary work plan in the event of transition of services. Describe the transition process.

BB&T Response: BB&T is committed to ensuring a smooth transition for the County. Your Treasury Management Consultant, Lauren Minnick, will work with you to plan the transition and develop a timeline. We understand that switching banks presents unique challenges for each company. Therefore, we allow you to control the pace of the transition to ensure we meet your deadline. Please see the attached Implementation Timeline Sample.

BB&T utilizes a project management approach to implementations. We would provide you with an experienced team of individuals, led by an implementation specialist, to work with the County's assigned personnel to develop and execute the detailed, specific implementation plan. Our proven procedures will help to ensure a smooth transition of your accounts and services to BB&T. BB&T is prepared to commit appropriate resources to achieve the final objective; a smooth conversion for the County.

Your implementation specialist will be the single point of contact for Treasury Management product implementation and will coordinate the service setup will all operational areas. Your Implementation Specialist will also coordinate and schedule service training. Your Relationship Managers, Bryan Thomas and Cheryle Mack, and primary Treasury Management Consultant, Lauren Minnick, will be involved in implementation meetings as appropriate and regularly informed of progress and the implementation process as it moves forward. BB&T will work closely with you each step of the way to set up services that best meet the needs of your business. Our goal is to make sure you are fully satisfied.

- Support from a single source: Your implementation specialist will serve as your point of contact through each step of the implementation process.
- Gain a partner who knows your business: We take the time to learn about your business and to identify ways BB&T can help it operate more efficiently.
- Get the support you need before, during and after: Your implementation specialist will work closely with the County throughout the setup process, including developing a project plan,

lining up all needed bank resources, securing required legal documents and arranging training for your staff.

- Benefit from clearer communication: Your implementation specialist will communicate regularly with other members of your BB&T team, including your Relationship Manager and Treasury Consultant, to keep them informed of your needs.
- Our consultative methodology allows us to become an integral part of your business process. We will partner with you to focus on process improvements and enhanced business controls. This means fully understanding your needs and processes, and automating as many of these tasks as we can, in as flexible and transparent a manner as possible.

In general terms, it would be advantageous for both parties if the County were to assign a single person as project manager for the conversion. Implementation of our products and services will potentially touch different areas within your organization. A single point of contact will greatly assist our implementation team leaders in providing you with a timely and efficient conversion to BB&T.

Critical factors that may impact lead time include timely submission of required implementation documents, successful testing of connection and file transmission, MICR testing of checks (optional but highly recommended), submission of check issue file for Positive Pay, completion of training on all products, incorporating new R/T for Controlled Disbursement, installation of Onsite Deposit Software, etc.

Document Signing.....	1 Business Day
Account Opening	1 Business Day
Deposit Supplies	7 Business Days
ACH Initiation	10 Business Days
ACH Block.....	5 Business Days
CashManager OnLine.....	3 Business Days
CD-ROM Imaging	5 Business Days
On-Site	5 Business Days
Positive Pay.....	15 Business Days
Full Reconciliation.....	10 Business Days

Training, user manuals and technical assistance are provided as part of the implementation process. We will provide training to all employees during the implementation process and we are pleased to offer additional or follow up training as required by our clients. For several of our online products (CashManager OnLine and our Onsite Remote Deposit product) we utilize a proactive training model; this model includes a scheduled one-on-one training session with a trainer. CMOL training will include software functionality demonstration. We also facilitate daily instructor-led webinars in which many clients can participate at one time. These webinars allow a client to participate as often as they would like or have as many members of their firm participate at one time.

- vi. Describe in detail internal controls used to prevent the loss and/or corruption of electronic transaction processing including ACH processing, as well as, fraud and data security controls that are in place.

BB&T Response: BB&T follows stringent industry required security and data access procedures. All BB&T associates must acknowledge and comply with Corporate Information policies, standards and guidelines. This ensures protection for BB&T and our clients.

Secure Network: Electronically, BB&T has a comprehensive network infrastructure. BB&T uses Anti-virus, Network Intrusion Detection System (NIDS), Host-Based Intrusion Detection System (HIDS), Security Information and Event Manage (SEIM), and File Integrity Monitoring (FIM). BB&T uses a layered security approach. BB&T's production environment utilizes a three tiered architecture (Web server, application server, database server) deployed within a three tiered firewall/DMZ infrastructure. In other words, the web server is behind one firewall, the application server is behind two firewalls and the database server resides in the core network which is protected by three separate firewalls, each successively more restrictive than the last.

BB&T has a dedicated Tier-1 team to monitor all security related devices including firewalls and intrusion detection systems for suspicious activity. All monitoring for availability is also done on a 24x7 basis by a dedicated internal operations staff. In the event of an outage or security incident, BB&T has established response procedures that are followed to alert key individuals, assess the incident, and resolve any problems in an effective and efficient manner. BB&T Computer Security Incident Response Team procedures are modeled after NIST Special Publication 800-61.

BB&T also utilizes software solutions in conjunction with our payments processing back-end platforms that analyze customer wire transfer and ACH behaviors and BAU habits or anomalies to detect potential fraud.

All of BB&T's IT processes and applications are tested by the FDIC and other Federal and state banking regulators as well as BB&T's Audit Services. In addition, annual testing of assets and liabilities, including cash and deposits, are performed by our external audit firm Pricewaterhouse Coopers (PwC). Their opinion is included in our 10-K Report.

- vii. Briefly describe new services or ideas that will enhance the County's utilization of banking.

BB&T Response: BB&T will share new products and services with the County as they become available and relevant to the County. As such, it may be appropriate to begin discussion around the concept of electronifying and automation of payables (Commerce Gateway Payables) and receivables efficiencies such as Remote Deposit Capabilities, Lockbox, and AR Box Services.

- viii. Provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

BB&T Response: Please see the attached Recognitions Flyer.

SUBMITTAL INSTRUCTIONS

- A. **Each Offeror must submit one (1) original hard copy, four (4) copies and one (1) electronic copy of its proposal on CD ROM, DVD, or USB flash drive/memory stick.-**

BB&T Response: The flash drive will be overnighted under separate cover but labeled in accordance with the RFP instructions.

- B. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.

BB&T Response: The Bank acknowledges this condition and does its best to comply.

- C. All forms attached to this RFP must be fully completed, executed by the Offeror and returned as a part of Offer's Proposal.

BB&T Response: The Bank acknowledges this condition and does its best to comply.

- D. Offers shall be prepared simply and economically, providing a straight forward, concise description of firm's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

BB&T Response: The Bank acknowledges this condition and does its best to comply.

- E. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP.

BB&T Response: The Bank acknowledges this condition and does its best to comply.

- F. **Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.**

BB&T Response: The Bank acknowledges this condition and does its best to comply.

- G. Cost will be considered in evaluating the Proposals.

BB&T Response: The Bank acknowledges this condition and does its best to comply.

ACCOUNT RECOMMENDATIONS & PRICING

Pricing – Provide a complete fee schedule (use template provided – Exhibit A) for all of the services described in your proposal. Include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged.

BB&T Response: BB&T recommends the County utilize our Public Fund Analyzed Checking account.

Public Fund Analyzed Checking is the optimal account for public entities that have moderate to high checking activity and use Cash Management services. Attractive features include the opportunity to reduce or eliminate service charges with a monthly "earnings credit allowance" that is applied to offset the service charges and ability to consolidate multiple Public Fund Analyzed Checking accounts for a comprehensive look at your organization's balances and services. When used in conjunction with Cash Management services, Public Fund Analyzed Checking allows clients to gain better control over their organization's cash flow and reduce their operational costs through automation. The Bank is offering the County a very competitive rate of 0.50% or 58 bps.

An uncollected funds fee applies.

Service charges may be offset by an earnings credit, based on the average collected balance as follows:

- If the earnings credit allowance is greater than the account's total service charge, the account will not be charged.
- If the service charge is greater than the earnings credit allowance, the account will be charged for the difference. Charges will be posted to the account on the first business day after the 20th of the following month.
- Fees known as explicit fees are not offset by earnings credit allowance.

Public Fund Analyzed Checking is a noninterest bearing account.

Check Writing Unlimited check-writing privileges

Statements Upon their request, clients may receive an account analysis statement each month showing activity, applicable earnings credit allowance and service charges. The County will receive a deposit statement each month.

FDIC Insurance Client balances up to \$250,000 are insured by the FDIC, in accordance with the FDIC's general insurance coverage rules and limits. Funds over the allowable amount insured by FDIC are collateralized in accordance with State and Federal statutes.

For any excess balances the County may have, the Bank is offering a variable rate starting at 0.50% or 50bps with 20% of any changes in the Fed Fund Target Rate, effective after the date of this proposal.

Public Fund Money Rate Savings is available to public entities. The balances are liquid and available for periodic cash requirements.

Interest is compounded daily based on the collected balance, less applicable reserves, and paid to the account on the statement cycle day.

Requirements

Monthly maintenance fee will be waived if one of the following qualifiers is met on the account.

- \$250 minimum daily balance or
- \$500 average monthly ledger balance or
- One recurring preauthorized deposit or transfer of at least \$100 in a monthly cycle

- Deposited Item Fee applies after first 20 deposited items.
- Cash processing fees will apply and vary by state.
- Excessive Activity Fee applies after exceeding six.

Withdrawals Allowed Regulation D limits these accounts to six (6) permissible automatic transfers or withdrawals per month. These transfers or withdrawals may be by check, draft, debit card, ATM-Point of Sale (POS), or third party transaction. Automatic drafts for repayment of a BB&T mortgage or other loan, wire transfers, OD protection transfers, CSR-initiated telephone transfers would be included as one (1) of the six (6) allowable transactions.

There is no limit to the number of transfers or withdrawals done in person by the client over the counter or at an ATM.

Check Writing Due to Regulation D, check writing, up to six (6) checks per month, is permitted.

Statements Each month, clients receive an account statement showing balances, activity and total service charges. Public Fund MRS statements are mailed at the end of the month with checks truncated (not returned with the statement).

FDIC Insurance Client balances up to \$250,000 are insured by the FDIC, in accordance with the FDIC's general insurance coverage rules and limits. Funds over the allowable amount insured by FDIC are collateralized in accordance with State and Federal statutes.

Pro-forma Account Analysis Statement

BOS 2017-06-21 p.198-549



FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER tbd

PUBLIC FUND ANALYZED CHECKING

BALANCE SUMMARY

AVERAGE LEDGER BALANCE	\$6,377,711.00	AVERAGE COLLECTED BALANCE	\$6,364,787.20
LESS: AVERAGE FLOAT	\$12,923.80	ADD: AVERAGE UNCOLLECTED BALANCE	\$0.00
AVERAGE COLLECTED BALANCE	\$6,364,787.20	AVERAGE POSITIVE COLLECTED BALANCE	\$6,364,787.20
		LESS: REQUIRED RESERVES 0.00%	\$0.00
AVERAGE UNCOLLECTED BALANCE		AVERAGE POSITIVE AVAILABLE BALANCE	\$6,364,787.20

BBT	BANK SERVICES	UNITS	RATE	AMOUNT	BALANCE REQD
BALANCE RELATED SERVICES					
35	DEP ACCT USAGE FEE \$.1333/\$1K	6,377,711	0.01333%	\$850.14	\$1,783,340
				\$850.14	\$1,783,340
GENERAL BANKING SERVICES					
21	MAINTENANCE FEE	5	\$21.00	\$105.00	\$220,259
100	CREDITS POSTED	0	\$0.90	\$0.00	\$0
114	ITEMS DEPOSITED - OTHER	2,266	\$0.15	\$339.90	\$713,009
121	REMOTE DEPOSIT ITEMS-OTHER	0	\$0.15	\$0.00	\$0
128	CHECKS PAID AND OTHER DEBITS	654	\$0.20	\$130.80	\$274,379
395	COIN AND CURRENCY DEPOSITED	0	\$0.002	\$0.00	\$0
419	CHECK IMAGES WITH STATEMENT	3	\$4.00	\$12.00	\$25,172
1200	RDI SPECIAL HANDLING MAINT	5	\$10.00	\$50.00	\$104,885
1205	RETURNED DEPOSIT/CASH ITEM FEE	6	\$12.00	\$72.00	\$151,034
1210	REDEPOSIT - STANDARD	5	\$12.00	\$60.00	\$125,862
				\$769.70	\$1,614,601
SPECIAL COLLECTION SERVICES					
ONSITE DEPOSIT TRADITIONAL					
440	REMOTE DEPOSIT CLIENT SET-UP (1st Location) (Setup)	0	\$200.00		
444	REMOTE DEPOSIT CLIENT SET-UP (Add. Locations) (Setup)	0	\$75.00		
443	REMOTE DEPOSIT EQUIPMENT (Setup)	0	\$936.00		
441	REMOTE DEPOSIT MONTHLY MAINT	1	\$47.00	\$47.00	\$98,592
442	REMOTE DEPOSIT IMAGE CAPTURED	2,266	\$0.12	\$271.92	\$570,407
CHECKTRACK					
430	CHECKTRACK CREDIT	0	-\$7.00	\$0.00	\$0
				\$318.92	\$668,999
WIRE TRANSFER SERVICES					
2028	INCOMING WIRE	8	\$15.00	\$120.00	\$251,724
2208	CORPORATE CALL NON REP WIRE	0	\$25.00	\$0.00	\$0
2209	CORPORATE CALL REP WIRE	0	\$17.00	\$0.00	\$0
2205	CORPORATE CALL MONTHLY MAINT	0	\$20.00	\$0.00	\$0
2520	OUTGOING FUNDS TRANSFER REPAIR	1	\$10.00	\$10.00	\$20,977
2522	WIRE ADVICE - EMAIL	8	\$3.00	\$24.00	\$50,345
3307	CMOL NON REPETITIVE WIRE	1	\$12.00	\$12.00	\$25,172
3308	CMOL REPETITIVE WIRE	0	\$11.00	\$0.00	\$0
3310	CMOLINE WIRE MAINT	1	\$10.00	\$10.00	\$20,977
				\$176.00	\$369,195
ACH SERVICES					

Pro-forma Account Analysis Statement



FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
RECEIVED				
105B ACH RECEIVED CREDIT ≥100	125	\$0.20	\$25.00	\$52,443
134B ACH RECEIVED DEBIT ≥100	155	\$0.20	\$31.00	\$65,029
INITIATION				
530 ACH NOTIFICATION OF CHANGE	3	\$3.00	\$9.00	\$18,879
532 ACH RETURN NOTICE-FAX/EMAIL	0	\$3.00	\$0.00	\$0
538 ACH RETURN ITEMS	0	\$6.00	\$0.00	\$0
540 ACH MONTHLY MAINTENANCE	2	\$45.00	\$90.00	\$188,793
545 ACH INPUT FILE RECEIVED/TRANS	3	\$17.50	\$52.50	\$110,129
553 TOTAL ACH ORIGINATED ITEMS ≤5000	1,087	\$0.15	\$163.05	\$342,030
3314 CMOL ACH FILE (Option B)	3	\$12.00	\$36.00	\$75,517
542 ACH MONTHLY MAINT PREMIUM Option B	0	\$50.00	\$0.00	\$0
3316 ACH ORIGINATED ITEM SAME DAY Option B	0	\$1.00	\$0.00	\$0
ACH CONTROL				
1052 ACH POSITIVE PAY MONTHLY MAINT	0	\$25.00	\$0.00	\$0
1050 ACH AUTHORIZATION RECORD	0	\$5.00	\$0.00	\$0
ACH BLANKET BLOCK				
1051 ACH DEBIT BLANKET BLOCK MAINT	0	\$15.00	\$0.00	\$0
UPIC				
1055 UPIC MONTHLY MAINTENANCE	0	\$15.00	\$0.00	\$0
			\$406.55	\$852,820
RECONCILIATION SERVICES				
ACCOUNT RECON				
332 PAID LIST RECON MAINTENANCE	1	\$60.00	\$60.00	\$125,862
334 PAID LIST RECON ITEMS	592	\$0.06	\$35.52	\$74,510
CD-ROM				
331 CD-ROM MAINTENANCE	0	\$30.00	\$0.00	\$0
333 CD-ROM ITEMS	0	\$0.05	\$0.00	\$0
335 CD-ROM DISK	0	\$15.00	\$0.00	\$0
341 CD-ROM MULTIPLE ACCOUNT FEE	0	\$10.00	\$0.00	\$0
POSITIVE PAY				
4160 PAYEE POSPAY - MAINT	5	\$75.00	\$375.00	\$786,638
4141 POSPAYPAYEE POSPAY ITEMS	592	\$0.08	\$47.36	\$99,347
3327 CMOL POSITIVE PAY EXCEPTION	0	\$0.00	\$0.00	\$0
3329 CMOL POSITIVE PAY IMAGE	0	\$2.00	\$0.00	\$0
354 RECON MANUAL ENTRY REQUEST	0	\$0.00	\$0.00	\$0
349 POSITIVE PAY TRANSMISSION	0	\$0.00	\$0.00	\$0
			\$517.88	\$1,086,357
INFORMATION SERVICES				
CASHMANAGER ONLINE				
3530 CMOL CLIENT ID	1	\$10.00	\$10.00	\$20,977
3300 CMOL PD ACCT MAINT	4	\$40.00	\$160.00	\$335,632
3301 CMOL CD ACCT MAINT	0	\$40.00	\$0.00	\$0
3309 CMOL IMAGE RETRIEVED	2	\$2.00	\$4.00	\$8,391
3303 CMOL STOP PAYMENT MAINT	1	\$10.00	\$10.00	\$20,977
3304 CMOL STOP PAYMENT - 6 MONTH	0	\$15.00	\$0.00	\$0
3349 CMOL STOP PAYMENT - 1 YEAR	3	\$15.00	\$45.00	\$94,397
3350 CMOL STOP PAYMENT - 18 MONTH	0	\$20.00	\$0.00	\$0

Pro-forma Account Analysis Statement



FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
3351 CMOL STOP PAYMENT - 2 YEAR	0	\$20.00	\$0.00	\$0
3352 CMOL STOP PAYMENT - 3 YEAR	0	\$20.00	\$0.00	\$0
3353 CMOL STOP PAYMENT - 4 YEAR	0	\$25.00	\$0.00	\$0
3354 CMOL STOP PAYMENT - 5 YEAR	0	\$25.00	\$0.00	\$0
3356 CMOL STOP PAYMENT - 7 YEAR	0	\$30.00	\$0.00	\$0
3305 CMOL ACCT TRANSFER	0	\$6.00	\$0.00	\$0
3533 CMOL - PD LOADED ITEMS	1,040	\$0.20	\$208.00	\$436,322
3536 CMOL - CD LOADED ITEMS	0	\$0.25	\$0.00	\$0
			\$437.00	\$916,695
CASH MANAGEMENT SERVICES				
ZBA				
850 ZBA MASTER ACCOUNT MAINTENANCE	1	\$45.00	\$45.00	\$94,397
851 ZBA ACCOUNT MAINTENANCE	1	\$25.00	\$25.00	\$52,443
			\$70.00	\$146,839
VAULT SERVICES				
1401 VAULT-PER DEPOSIT CHARGE	194	\$1.00	\$194.00	\$406,954
1405 VAULT-COIN AND CURRENCY	79,925	\$0.0012	\$95.91	\$201,191
1415 VAULT-COIN DEPOSIT STANDARD	38	\$2.00	\$76.00	\$159,425
1416 VAULT-COIN DEPOSIT NONSTANDARD	0	\$5.00	\$0.00	\$0
			\$365.91	\$767,570
TOTAL SERVICES			\$3,912.10	\$8,206,417

EARNINGS CREDIT SUMMARY

AVERAGE POSITIVE AVAILABLE BALANCE	\$6,364,787.20	TOTAL CHARGES FOR ANALYZED SERVICES	\$3,912.10
LESS: BALANCE EARNING INTEREST	\$0.00	LESS: EARNINGS CREDIT	\$3,034.17
BALANCE AVAILABLE FOR EARNINGS CREDIT	\$6,364,787.20	TOTAL ANALYZED SERVICE CHARGE	\$877.93
EARNINGS CREDIT ALLOWANCE	0.58%	ADD: EXPLICIT & BILLED SEPARATELY	\$0.00
	3,034.17	TOTAL SERVICE CHARGE FOR PERIOD	\$877.93

Pro-forma Account Analysis Statement

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FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER tbd

PUBLIC FUND ANALYZED CHECKING

BALANCE SUMMARY

AVERAGE LEDGER BALANCE	\$1,993,808.00	AVERAGE COLLECTED BALANCE	\$1,993,784.00
LESS: AVERAGE FLOAT	\$24.00	ADD: AVERAGE UNCOLLECTED BALANCE	\$0.00
AVERAGE COLLECTED BALANCE	\$1,993,784.00	AVERAGE POSITIVE COLLECTED BALANCE	\$1,993,784.00
		LESS: REQUIRED RESERVES 0.00%	\$0.00
AVERAGE UNCOLLECTED BALANCE		AVERAGE POSITIVE AVAILABLE BALANCE	\$1,993,784.00

BBT BANK SERVICES	UNITS	RATE	AMOUNT	BALANCE REQD
BALANCE RELATED SERVICES				
35 DEP ACCT USAGE FEE \$.1333/\$1K	1,993,808	0.01333%	\$265.77	\$557,506
			\$265.77	\$557,506
GENERAL BANKING SERVICES				
21 MAINTENANCE FEE	2	\$21.00	\$42.00	\$88,103
100 CREDITS POSTED	0	\$0.90	\$0.00	\$0
114 ITEMS DEPOSITED - OTHER	1	\$0.15	\$0.15	\$315
121 REMOTE DEPOSIT ITEMS-OTHER	0	\$0.15	\$0.00	\$0
128 CHECKS PAID AND OTHER DEBITS	66	\$0.20	\$13.20	\$27,690
395 COIN AND CURRENCY DEPOSITED	0	\$0.002	\$0.00	\$0
419 CHECK IMAGES WITH STATEMENT	1	\$4.00	\$4.00	\$8,391
1200 RDI SPECIAL HANDLING MAINT	0	\$10.00	\$0.00	\$0
1205 RETURNED DEPOSIT/CASH ITEM FEE	0	\$12.00	\$0.00	\$0
1210 REDEPOSIT - STANDARD	0	\$12.00	\$0.00	\$0
			\$59.35	\$124,499
SPECIAL COLLECTION SERVICES				
ONSITE DEPOSIT TRADITIONAL				
440 REMOTE DEPOSIT CLIENT SET-UP (1st Location) (Setup)	0	\$200.00		
444 REMOTE DEPOSIT CLIENT SET-UP (Add. Locations) (Setup)	0	\$75.00		
443 REMOTE DEPOSIT EQUIPMENT (Setup)	0	\$936.00		
441 REMOTE DEPOSIT MONTHLY MAINT	0	\$47.00	\$0.00	\$0
442 REMOTE DEPOSIT IMAGE CAPTURED	0	\$0.12	\$0.00	\$0
CHECKTRACK				
430 CHECKTRACK CREDIT	0	-\$7.00	\$0.00	\$0
			\$0.00	\$0
WIRE TRANSFER SERVICES				
2028 INCOMING WIRE	0	\$15.00	\$0.00	\$0
2208 CORPORATE CALL NON REP WIRE	0	\$25.00	\$0.00	\$0
2209 CORPORATE CALL REP WIRE	0	\$17.00	\$0.00	\$0
2205 CORPORATE CALL MONTHLY MAINT	0	\$20.00	\$0.00	\$0
2520 OUTGOING FUNDS TRANSFER REPAIR	0	\$10.00	\$0.00	\$0
2522 WIRE ADVICE - EMAIL	0	\$3.00	\$0.00	\$0
3307 CMOL NON REPETITIVE WIRE	0	\$12.00	\$0.00	\$0
3308 CMOL REPETITIVE WIRE	0	\$11.00	\$0.00	\$0
3310 CMOLINE WIRE MAINT	0	\$10.00	\$0.00	\$0
			\$0.00	\$0
ACH SERVICES				

Pro-forma Account Analysis Statement



FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
RECEIVED				
105A ACH RECEIVED CREDIT <100	6	\$0.20	\$1.20	\$2,517
134A ACH RECEIVED DEBIT <100	9	\$0.20	\$1.80	\$3,776
INITIATION				
530 ACH NOTIFICATION OF CHANGE	0	\$3.00	\$0.00	\$0
532 ACH RETURN NOTICE-FAX/EMAIL	0	\$3.00	\$0.00	\$0
538 ACH RETURN ITEMS	0	\$6.00	\$0.00	\$0
540 ACH MONTHLY MAINTENANCE	1	\$45.00	\$45.00	\$94,397
545 ACH INPUT FILE RECEIVED/TRANS	0	\$17.50	\$0.00	\$0
553 TOTAL ACH ORIGINATED ITEMS ≤5000	94	\$0.15	\$14.10	\$29,578
3314 CMOL ACH FILE (Option B)	1	\$12.00	\$12.00	\$25,172
542 ACH MONTHLY MAINT PREMIUM Option B	0	\$50.00	\$0.00	\$0
3316 ACH ORIGINATED ITEM SAME DAY Option B	0	\$1.00	\$0.00	\$0
ACH CONTROL				
1052 ACH POSITIVE PAY MONTHLY MAINT	1	\$25.00	\$25.00	\$52,443
1050 ACH AUTHORIZATION RECORD	1	\$5.00	\$5.00	\$10,489
ACH BLANKET BLOCK				
1051 ACH DEBIT BLANKET BLOCK MAINT	0	\$15.00	\$0.00	\$0
UPIC				
1055 UPIC MONTHLY MAINTENANCE	0	\$15.00	\$0.00	\$0
			\$104.10	\$218,371
RECONCILIATION SERVICES				
ACCOUNT RECON				
332 PAID LIST RECON MAINTENANCE	1	\$60.00	\$60.00	\$125,862
334 PAID LIST RECON ITEMS	63	\$0.06	\$3.78	\$7,929
CD-ROM				
331 CD-ROM MAINTENANCE	0	\$30.00	\$0.00	\$0
333 CD-ROM ITEMS	0	\$0.05	\$0.00	\$0
335 CD-ROM DISK	0	\$15.00	\$0.00	\$0
341 CD-ROM MULTIPLE ACCOUNT FEE	0	\$10.00	\$0.00	\$0
POSITIVE PAY				
4160 PAYEE POSPAY - MAINT	1	\$75.00	\$75.00	\$157,328
4141 POSPAYPAYEE POSPAY ITEMS	63	\$0.08	\$5.04	\$10,572
3329 CMOL POSITIVE PAY IMAGE	0	\$2.00	\$0.00	\$0
349 POSITIVE PAY TRANSMISSION	0	\$0.00	\$0.00	\$0
			\$143.82	\$301,691
INFORMATION SERVICES				
CASHMANAGER ONLINE				
3530 CMOL CLIENT ID	0	\$10.00	\$0.00	\$0
3300 CMOL PD ACCT MAINT	1	\$40.00	\$40.00	\$83,908
3309 CMOL IMAGE RETRIEVED	0	\$2.00	\$0.00	\$0
3303 CMOL STOP PAYMENT MAINT	1	\$10.00	\$10.00	\$20,977
3304 CMOL STOP PAYMENT - 6 MONTH	0	\$15.00	\$0.00	\$0
3349 CMOL STOP PAYMENT - 1 YEAR	1	\$15.00	\$15.00	\$31,466
3350 CMOL STOP PAYMENT - 18 MONTH	0	\$20.00	\$0.00	\$0
3351 CMOL STOP PAYMENT - 2 YEAR	0	\$20.00	\$0.00	\$0
3352 CMOL STOP PAYMENT - 3 YEAR	0	\$20.00	\$0.00	\$0
3353 CMOL STOP PAYMENT - 4 YEAR	0	\$25.00	\$0.00	\$0

Pro-forma Account Analysis Statement



FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
3354 CMOL STOP PAYMENT - 5 YEAR	0	\$25.00	\$0.00	\$0
3356 CMOL STOP PAYMENT - 7 YEAR	0	\$30.00	\$0.00	\$0
3305 CMOL ACCT TRANSFER	0	\$6.00	\$0.00	\$0
3533 CMOL - PD LOADED ITEMS	82	\$0.20	\$16.40	\$34,402
			\$81.40	\$170,753
CASH MANAGEMENT SERVICES				
ZBA				
850 ZBA MASTER ACCOUNT MAINTENANCE	1	\$45.00	\$45.00	\$94,397
851 ZBA ACCOUNT MAINTENANCE	2	\$25.00	\$50.00	\$104,885
			\$95.00	\$199,282
VAULT SERVICES				
1401 VAULT-PER DEPOSIT CHARGE	1	\$1.00	\$1.00	\$2,098
1405 VAULT-COIN AND CURRENCY	0	\$0.0012	\$0.00	\$0
1415 VAULT-COIN DEPOSIT STANDARD	0	\$2.00	\$0.00	\$0
1416 VAULT-COIN DEPOSIT NONSTANDARD	0	\$5.00	\$0.00	\$0
			\$1.00	\$2,098
TOTAL SERVICES			\$750.44	\$1,574,199

EARNINGS CREDIT SUMMARY

AVERAGE POSITIVE AVAILABLE BALANCE	\$1,993,784.00	TOTAL CHARGES FOR ANALYZED SERVICES	\$750.44
LESS: BALANCE EARNING INTEREST	\$0.00	LESS: EARNINGS CREDIT	\$950.46
BALANCE AVAILABLE FOR EARNINGS CREDIT	\$1,993,784.00	EXCESS EARNINGS CREDITS	\$200.02
EARNINGS CREDIT ALLOWANCE	0.58%	950.46	ADD: EXPLICIT & BILLED SEPARATELY
			\$0.00
		TOTAL SERVICE CHARGE FOR PERIOD	\$0.00

FINANCIAL INSTITUTION PRICING SHEET

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Item	Unit Cost	Comment
General Account Services:		
Account Maintenance	21.00	
Interim Statements	4.00	Monthly Check Images w/Statements
Analysis Statement	0.00	
Deposits	0.90	
Items deposited	0.15	
Electronic Credits Posted	0.20	ACH Rec'd Credits
Electronic Debits Posted	0.20	ACH Rec'd Debits
Daily courier service	n/a	The Bank does not provide this service
Online Reporting Services:		
Monthly Maintenance	10.00	
Prior Day Access	40.00	
Current Day Access	40.00	
Remote Deposit Services:		
Monthly Maintenance	47.00	
Deposits Creditd	0.90	
Deposited Items	0.15	
Returned Check Services:		
Deposited Items Returned	12.00	
Retun Items Represented	12.00	
ACH Services		
Monthly Maintenance	45.00	
Debits Originated	0.15	
Credits Originated	0.15	
ACH Return Items	6.00	
ACH NOC Items	3.00	
ACH Files Transmitted	17.50	
Fraud Control Maintenance	25.00	ACH Debit Block is \$15.00/M

FINANCIAL INSTITUTION PRICING SHEET

Wire Transfer Services:		
Monthly Maintenance	10.00	
Wire Outgoing	12.00	CMOL non-repetitive
Wire Incoming	15.00	
Positive Pay:		
Monthly Maintenance	75	
Transmission	0	
Per Item	0.08	
Payee Name Verification	0	
Mismatch Item	0	
Returned Item	0	
Other Services: List Below		
Dep Account Usage Fee	0.01333%	Based on Monthly Average Ledger bal
Checks Paid & Other Debits	0.20	
Coin & Currency Deposited	0.002	
RDI Special Handling	10.00	
Remote Deposit Image Captured	0.12	
Wire Advice - Email	3.00	
Outgoing Funds Transfer Repair	10.00	
CMOL ACH File	12.00	
ACH Authorization Record	5.00	Needed for ACH Pos Pay
Paid List Recon Maintenance	60.00	
Paid List Recon - Items	0.06	
CMOL Image Retrieved	2.00	
CMOL Stop Pay Maintenance	10.00	
CMOL Stop Payment - 1 Year	15.00	
CMOL - PD Loaded Items	0.20	
Check Images with Statements	4.00	
CMOL - CD Loaded Items	0.25	
ZBA Master Account Maint	45.00	If the County has excess balances we

APPENDIX

Appendix I: General Terms, Conditions and Instructions to Bidders and Contractors
Certificate of No Collusion
Offeror Statement
Proof of Authority to Transact Business in Virginia
Vendor Data Sheet
Addenda Acknowledgements
Sample Implementation Timeline
Recognitions Flyer
Public Depository Monthly Report
Sample Bank Statement
Sample Account Analysis Statement
Sample CashManager Online Reports
Treasury Management Agreement
Service Attachments
Client Remote Deposit Agreement
Corporate Resolution
Signature Card
Commercial Bank Services Attachment

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

BB&T Response: The Bank will respond to each term & condition as requested.

INTRODUCTION

1. VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC

CONTRACTING: The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.

BB&T Response: The Bank makes every effort to comply.

2. DEFINITIONS:

The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”,

“Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:

- a. Bid/Proposal: The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- b. Bidder/Offeror/Vendor: Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- c. Contract: Any contract to which the County will be a party.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- f. County Administrator: The Fluvanna County Administrator.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- g. County Attorney: The Fluvanna County Attorney.
BB&T Response: The Bank acknowledges this definition and makes every effort to comply.
- h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made

lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply. However, as the Bank is a federally regulated institution, we have certain terms & conditions that we cannot agree to. We have noted them in this section. These changes will become part of the contract as well.

- j. His: Any references to “his” shall include his, her, their, or its as appropriate.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- n. Small Purchasing Procedures: The County's Small Purchasing Procedures, being Chapter 4 of the County's Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. "Solicitation" includes any notification of the County requirements may consist of public advertising (newspaper, County's website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes ("IFQ"), Initiations to Bid ("IFB"), or Requests for Proposal ("RFP"), the public posting of notices, issuance of an Open Market Procurement ("OMP"), or telephone calls to prospective Bidders or Offerors.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

- p. State: The Commonwealth of Virginia.

BB&T Response: The Bank acknowledges this definition and makes every effort to comply.

3.AUTHORITY: The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to

order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

CONDITIONS OF BIDDING

4. COMPETITION INTENDED: It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

5. DISCRIMINATION PROHIBITED: Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

6. CLARIFICATION OF TERMS: Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation

documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:

Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

8. LATE BIDS & MODIFICATION OF BIDS: Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:

- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
- i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
- BB&T Response:** The Bank acknowledges this condition and makes every effort to comply.

- ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 10. ERRORS IN BIDS:** When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 11. IDENTIFICATION ON BID ENVELOPE:** All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

BB&T Response: The Bank acknowledges these conditions and makes every effort to comply.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

BB&T Response: The Bank acknowledges this condition and makes every effort to

comply.

- 12. ACCEPTANCE OF BIDS:** Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancelation to the Bidders.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 13. COMPLETENESS:** To be responsive, a Bid must include all information required by the Solicitation.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 14. CONDITIONAL BIDS:** Conditional Bids are subject to rejection in whole or in part.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 15. RESPONSE TO SOLICITATIONS:** In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, however, the Bank wants to clarify that two different pricing options does not qualify as 2 different proposals. (For example, a compensating balance fee option and a fee only option.)

17. BID OPENING: Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

18. TAX EXEMPTION: The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

19. DEBARMENT STATUS: By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

20. NO CONTACT POLICY: No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

21. VIRGINIA FREEDOM OF INFORMATION ACT: As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of

Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply. We have verified this to the best of our ability, however, we do have over 32,000 employees, so

there could be a relationship that we are not aware of.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which

states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

26. CONDITION OF ITEMS: Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

AWARD

27. RESPONSIBLE BIDDERS: In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:

- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- d. The quality of performance of previous Contracts or Services;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply. However, as the Bank is a federally regulated institution, and in the case of any conflict those regulations would supersede any state or local laws.
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- g. The quality, availability and adaptability of the Goods or Services to the particular

use required;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply. The Bank reserves the right to change prices or cancel services if the services becomes cost prohibitive or the services are no longer reasonably feasible under law.

- i. The number and scope of the conditions attached to the Bid;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

BB&T Response: This response is submitted and priced anticipating a comprehensive award of all services offered in the RFP. If any award separates the RFP services, then The Bank reserves the right to adjust options and pricing accordingly for the actual award of services. All services in this response are offered under the terms and conditions of the enclosed agreements.

- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 31. QUALIFICATIONS OF BIDDERS OR OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:**

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be

decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply. The bank currently has over 191 branches located in the Commonwealth of Virginia.

- 33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.

BB&T Response: As the Bank is a federally regulated institution, any state or local rule or regulation that is in conflict with federal laws and regulations, the federal rule will supersede the state or local rule. If the Issuer determines that the Bank is in violation of any local law, ordinance, rule, or regulation, the Issuer shall give the Bank written notice thereof and the Bank shall have a reasonable time to comply with such law, ordinance, rule, or regulation or have the right to terminate the agreement or obtain a written waiver of the violation/noncompliance from the Issuer.

- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

37. CONFIDENTIALITY: Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

38. INDEPENDENT CONTRACTOR: The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

39. INSURANCE: The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability Medical Payment Comprehensive Collision
Public Liability	\$1,000,000	
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)
Worker's Compensation	Amount required by Virginia law	

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

BB&T Response: Upon the County's request we will notify the County if a different relationship manager or treasury management officer is assigned to the relationship than that named in the Response. However, the Bank's ability and discretion to assign personnel cannot be subject to approval by the County.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.

BB&T Response: The Bank cannot comply with this condition. The Bank is a federally insured and regulated institution, and as a result our Commercial Bank Services and Treasury Management agreements are accurately reflective of a banking relationship.

- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any

provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

BB&T Response: The Bank cannot comply with this condition. The Bank is a federally insured and regulated institution, and as a result our Commercial Bank Services and Treasury Management agreements are accurately reflective of a banking relationship.

45. NO FINANCE CHARGES: No finance charges shall be paid by the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

46. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.

BB&T Response: The Bank will comply only to the extent specifically required by federal law.

47. PAYMENT: Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:

- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.

BB&T Response: The Bank usually direct debits any outstanding fees monthly but can also offer the client the option of annual invoicing. The County may benefit from an annual settlement and invoicing whereby earnings credits and service charges are accumulated throughout the year, and any net charges will be paid on an annual basis.

- b. Any payment terms requiring payment in less than forty-five (45) days will be

regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.

BB&T Response: Please see the Bank's response to 47A above.

- c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, however, as the County's pricing is based on actual volume, this may not be possible.

- e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

48. SUBCONTRACTORS: Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:

- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:

- i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this condition applies to this particular contract.

- ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this applies to this particular contract.

- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this condition applies to this particular contract.

- d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this condition applies to this particular contract.

- e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this condition applies to this particular contract.

- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's

sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.

BB&T Response: As any mergers and acquisitions are required to be extremely confidential until federal approval is granted, the Bank cannot comply with this condition. Services may be performed to services standards of final agreement by affiliates or subcontractors of The Bank and in the event of any type of merger or reorganization the services may be assigned or affiliate and subcontractors replaced without breach of the agreement. Client may discontinue services with no obligation to The Bank and client, except for payment of services performed.

- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a “default” by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

BB&T Response: The Bank cannot comply with this condition. The Bank is a federally insured and regulated institution, and as a result our Commercial Bank Services and Treasury Management agreements are accurately reflective of a banking relationship.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 52. NON-DISCRIMINATION ASSURANCES:** The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the

Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.

BB&T Response: The Bank makes every effort to comply.

- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

BB&T Response: The Bank makes every effort to follow all provisions of all applicable Employment Acts.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

BB&T Response: The Bank makes every effort to comply. The Bank reserves the right to review and adjust pricing resulting from regulatory changes prior to any cancellation or renewal. A Regulatory change can be defined by The Bank.

- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.

BB&T Response: The Bank acknowledges this condition, but must agree to the extension of the contract, and have the right to review & revise pricing.

- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

BB&T Response: The Bank cannot comply, our Treasury Management Agreement and

Commercial Banking Service Agreement terms supersede.

- 54. INDEMNIFICATION:** Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

BB&T Response: To the fullest extent permitted by state and federal law, the Bank shall indemnify and hold harmless the Issuer, and its officers and employees from and against any claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of banking and treasury management services described in this Response, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property, including loss of use resulting there from, but only to the extent caused primarily by the grossly negligent acts or omissions or willful misconduct of the Bank, or any employee or agent of the Bank or anyone for whose acts the Bank may be liable. Notwithstanding any other provision of the agreement, the Bank shall not be liable for any indirect, consequential, special, exemplary, or punitive losses or damages, without regard to the form of the claim or action or whether the claim is in contract, tort, or otherwise, and even if the Bank knew such losses or damages were possible or likely.

- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County’s Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

BB&T Response: The Bank’s policy is to operate a drug free workplace in compliance with the Drug-Free Workplace Act of 1988.

56. TERMINATION: Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply, but does not feel this condition applies to this particular contract.

b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County’s convenience in the County’s sole discretion (“termination for convenience”), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply

c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and termination is effective immediately upon notice to Contractor of the termination for cause;

BB&T Response: The Bank is a federally insured and regulated institution, and as a result our Commercial Bank Services and Treasury Management agreements are accurately reflective of a banking relationship.

d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

BB&T Response: Any extension of the term of the agreement will be subject to the mutual agreement of the parties of that the agreement, whether the initial term or an extension, is subject to the applicable provisions of the Treasury Management Agreement regarding term and termination.

- 57. APPROPRIATIONS:** Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply

- 58. REFERENCES TO VIRGINIA LAW:** Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply. However, as the Bank is a federally regulated institution, and in the case of any conflict, those regulations would supersede any state or local laws.

- 59. COOPERATIVE PROCUREMENT:** Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract (“cooperative procurement”). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

BB&T Response: The Bank is unable to comply with this request. The pricing provided for the County is based on estimated volumes and services, and has been customized for Fluvanna County only. We would have to analysis each additional entity and price them based on the services and volume anticipated for that Entity.

- 60. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

BB&T Response: The Bank maintains a retention schedule for its books, records, and other documents relative to this Contract and will provide such retention schedule to the Issuer upon request. The Issuer may inform the Bank of books, records, and other documents it requires for auditing purposes, and the period it desires for such books, records, and other documents to be

preserved. The parties may negotiate whether such books, records, and other documents will be retained by the Bank, and if so, the terms for such retention. The Issuer may have access to and examine the Bank's books, records, and other documents related to the Contract at the Issuer's expense, and in such manner and at such times as are reasonably arranged with the Bank and so long as such access and examination of books, records, and other documents does not impinge on the Bank's reasonable expectations of privacy and confidentiality for matters in litigation, appeals, or claims. However, than Bank will work with the County to meet their schedule.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply. If for some reason, the Issuer finds that The Bank's service infringes on copyright, the Issuer may immediately terminate service.

- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
- i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.
BB&T Response: The Bank acknowledges this condition and makes every effort to comply.
- 62. PRICE REDUCTIONS:** If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be

considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

BB&T Response: The Bank cannot comply, as the prices are established at the time of the proposal. If however, the County feels that the agreed upon price of any service is no longer competitive, the Bank will review the pricing for this service, but is not under any obligation to reduce the agreed upon price.

- 63. COMPLIANCE WITH IMMIGRATION LAW:** Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

BB&T Response: The Bank makes every effort to comply.

- 64. VIRGINIA STATE CORPORATION COMMISSION:** Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

BB&T Response: The Bank makes every effort to comply.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*

BB&T Response: The Bank makes every effort to comply.

to the County.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 73. DAMAGES:** Any and all damages to property of the “County” that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number;
- b. Name of Article and Stock Number;
- c. Quantity Ordered;
- d. Quantity Shipped;
- e. Quantity Back Ordered; and
- f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

BB&T Response: The Bank makes every effort to comply.

- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.

BB&T Response: The Bank makes every effort to comply. However, the Bank may, in its discretion, utilize the dispute resolution process, but does not agree to be finally bound with respect to disputes, and reserves its right to pursue other dispute resolution alternatives, including without limitation, any action in any appropriate court or before an arbitrator.

- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

BB&T Response: The Bank makes every effort to comply.

- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.

BB&T Response: The Bank makes every effort to comply. However, the Bank may, in its discretion, utilize the dispute resolution process, but does not agree to be finally bound with respect to disputes, and reserves its right to pursue other dispute resolution alternatives, including without limitation, any action in any appropriate court or before an arbitrator.

- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.

BB&T Response: The Bank makes every effort to comply.

- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

BB&T Response: The Bank makes every effort to comply, however all rights and remedies are detailed in our attached Commercial Bank Services Agreement and our Treasury Management Agreement.

- 66. NOTICES:** All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

DELIVERY

- 67. SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 68. RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or

dispose of them as abandoned property.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 69. INSPECTIONS:** The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

BB&T Response: Banking services are generally provided through high volume computer based systems that are not readily amenable to testing by the Issuer. The Issuer may test and inspect as reasonably arranged with the Bank, in the Bank's discretion, and at the Issuer's expense. To the extent any deficiencies are noted due to inspection, the Bank will address the deficiency or in the alternative, either party may terminate the deficient service.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.

BB&T Response: The Bank acknowledges this condition and makes every effort to comply.

- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of Branch Banking And Trust Company, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 et seq.)

Cheryle L Mock
Signature of Company Representative

Branch Banking And Trust Company
Name of Company

3-24-17
Date

ACKNOWLEDGEMENT

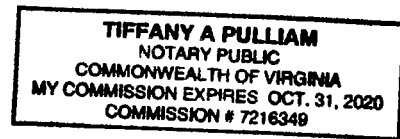
City of Virginia Beach

STATE OF VIRGINIA
~~FLOUVANNA COUNTY~~, to wit:

The foregoing Certification of No Collusion bearing the signature of Cheryle L Mock and dated 3/24/17 was subscribed and sworn to before the undersigned notary public by Tiffany A Pulliam on 3/24/17.

Tiffany A Pulliam
Notary Public

My commission expires: 10/31/2020



CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

A. Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

a false statement shall be guilty of a Class 6 felony. (1980, c.472)

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this bid pursuant to such instructions and instructions.

Cheryle L. Mack

Type or Print Name & Title of Authorized Person

Cheryle L. Mack

Signature of Authorized Person Submitting This Bid

3-24-17

Date

SUBSCRIBED AND SWORN to before me by the above named

Cheryle L. Mack on the 24th day of March, 2017

Tiffany A Pulliam

Notary Public in and for the State of Virginia

My commission expires: 10/31/2020

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

TIFFANY A PULLIAM
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2020
COMMISSION # 7216349

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____. ****See Attached****

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: Cheryle L. Mack Phone: (757) 326-6457

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

144 Years Months

4. Vendor Information:

FIN or FEI Number: 56-1074313 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: <u>City of Virginia Beach</u>	Contact: <u>Leigh Kovacs</u>
Phone: <u>(757) 385-5713</u>	Email: <u>Lkovacs@vbgov.com</u>
Dates of Service: <u>178</u>	\$\$ Value: <u>Confidential</u>

Company: <u>Buckingham County</u>	Contact: <u>Christie Christian</u>
Phone: <u>(434) 969-4744</u>	Email: <u>CChristian@buckingham.virginia.us</u>
Dates of Service: <u>09/2015</u>	\$\$ Value: <u>Confidential</u>

Company: <u>County of Frederick</u>	Contact: <u>R. Wayne Corbett</u>
Phone: <u>(540) 665-5607</u>	Email: <u>wcorbett@fcva.us</u>
Dates of Service: <u>04/01/1972</u>	\$\$ Value: <u>Confidential</u>

Company: <u>Harrisonburg Electric Commission</u>	Contact: <u>Don Bowers</u>
Phone: <u>(540)434-5361</u>	Email: <u>dbowers@hbgelec.com</u>
Dates of Service: <u>02/22/2002</u>	\$\$ Value: <u>Confidential</u>

I certify the accuracy of this information.

Signed: Cheryle L Mack
3-24-17

Title: SVP, Reciprocal Business Deposits Officer

Date:

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office w

NEW: View Document Images Online - Various Business Entity and UCC or Feder Lien documents are now available for viewing online. Look for the NEW! item o Clerk's Office menu list.

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CORPORATE DATA INQUIRY

03/24/17

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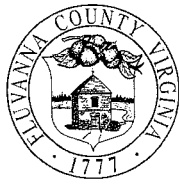
CORP ID: 0162486 - 5 STATUS: 20 MERGED STATUS DATE: 12/31/06
CORP NAME: BRANCH BANKING AND TRUST COMPANY OF VIRGINIA

DATE OF CERTIFICATE: 10/30/1975 PERIOD OF DURATION: INDUSTRY CODE: 20
STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: S STOCK
MERGER IND: N NON-SURVIVOR CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: N MERGED MONITOR INDICATOR:
CHARTER FEE: 1300.00 MON NO: MON STATUS: MONITOR DTE:
R/A NAME: R MATTHEW HALL

STREET: BB&T AR RTN MAIL:
823 E MAIN ST 11TH FLR

CITY: RICHMOND STATE : VA ZIP: 23219-3310
R/A STATUS: 6 RESIGNED EFF. DATE: 05/07/09 LOC : 216
ACCEPTED AR#: 206 67 0686 DATE: 09/18/06 RICHMOND CITY
CURRENT AR#: 206 67 0686 DATE: 09/18/06 STATUS: A ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
06 1,700.00 6,000,000

(Screen Id:/Corp_Data_Inquiry)



COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2017-06
BANKING SERVICES

ADDENDUM # 2:

Reference – Request for Proposal: RFP #2017-02
Title of Request for Proposal: BANKING SERVICES
Issue Date: March 13, 2017
Bid Due Date and Time: March 31, 2017 at 2pm

The above RFP #2017-06 is hereby amended and modified as follows:

1. The following are clarifications from questions received that supplement RFP #2017-06
Banking Services:

- a. Transaction Volume for each account- Average Balance, Deposits Credited, Deposited Items, Wires Sent (How many wires are Domestic, are any of the wires International), Wires Receive. Current Earnings Credit Rate. This information can be found on the Analysis Statement provided by your current banking institution.
 - i. Please see attached Analysis Statements. We have no International Wires.
- b. Cash- Frequency of Cash need for the County Staff if any? How often would there be a need for a Branch visit for cash? Would the County be willing to have a "Cash Account" at another banking institution if necessary for cash needs. Therefore transferring funds via ACH from that institution to the specified account at United Bank. The closest branch is located at 100 Fifth Street, S.E. Charlottesville , VA 22902 approximately 21.1 miles away from the County.
 - i. The need for a branch visit for cash is based upon tax deadlines. It can vary from three to five times a week. We are not willing to have a cash account at another branch.
- c. Would they provide a copy of the request in Microsoft Word?
 - i. Attached to Addendum 2
- d. Would they provide a copy of their account analysis statement (with pricing truncated)?
 - i. Please see attached Analysis Statements.
- e. If not, would they provide the following for each account:
 - i. Average number of deposits monthly for each account?
 1. Please see attached Analysis Statements.
 - ii. Average number of checks deposited monthly for each account?
 1. Please see attached Analysis Statements.
 - iii. For EMS account, are multiple deposits made daily or is it safe to say there are around 20 deposit/month to this account?
 1. EMS has about 20 deposits a month.
- f. Are merchant services in scope for this request? Is so, would they provide current merchant statements? # of transactions per month and average transaction \$ size?

- i. Merchant services are being requested as a separate RFP and are not included in the scope of this solicitation.
- g. How many OCD check scanners will be required?
 - i. Two

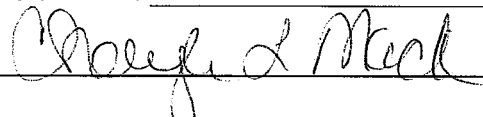
2. The County's General Terms, Conditions, and Instructions to Bidders and Contractors are attached hereto and incorporated herein by reference as Appendix I. These provisions bind all Offerors. Further, the conditions and requirements of this RFP, including, but not limited to, County's General Terms, Conditions, and Instructions to Bidders and Contractors, are a material part of any contract awarded between the County and the successful Offeror(s).

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed. All inquiries, clarifications and additional information must be delivered in writing (via email) no later than December 2, 2016 by 11:00am and the responses will be provided in subsequent addendums.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: Branch Banking & Trust

BY: 

Signature of duly authorized representative

Title: SVP, Regional Business Deposits Officer

Date: March 24, 2017



**COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2017-06
BANKING SERVICES**

ADDENDUM # 1:

Reference – Request for Proposal: RFP #2017-0
Title of Request for Proposal: BANKING SERVICES
Issue Date: March 13, 2017
Bid Due Date and Time: March 24, 2017 at 2pm

The above RFP #2017-06 is hereby amended and modified as follows:

1. The following are clarifications that amend and supplement Article 7, Additional Information, of the RFP:
 - a. Article 7, Section A, will be changed to read:
Any inquiries or requests for clarification or additional information must be delivered in writing (via email) to the County no later than March 17, 2017 by 2:00pm to the Procurement contact above.
2. Page 1, Due Date & Time shall be changed to “March 31, 2017 @ 2:00 p.m. local prevailing time”; the First sentence on page one shall be changed to read “All proposals shall be turned in no later than 2:00 P.M. EST March 31, 2017.”

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed. All inquiries, clarifications and additional information must be delivered in writing (via email) no later than December 2, 2016 by 11:00am and the responses will be provided in subsequent addendums.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

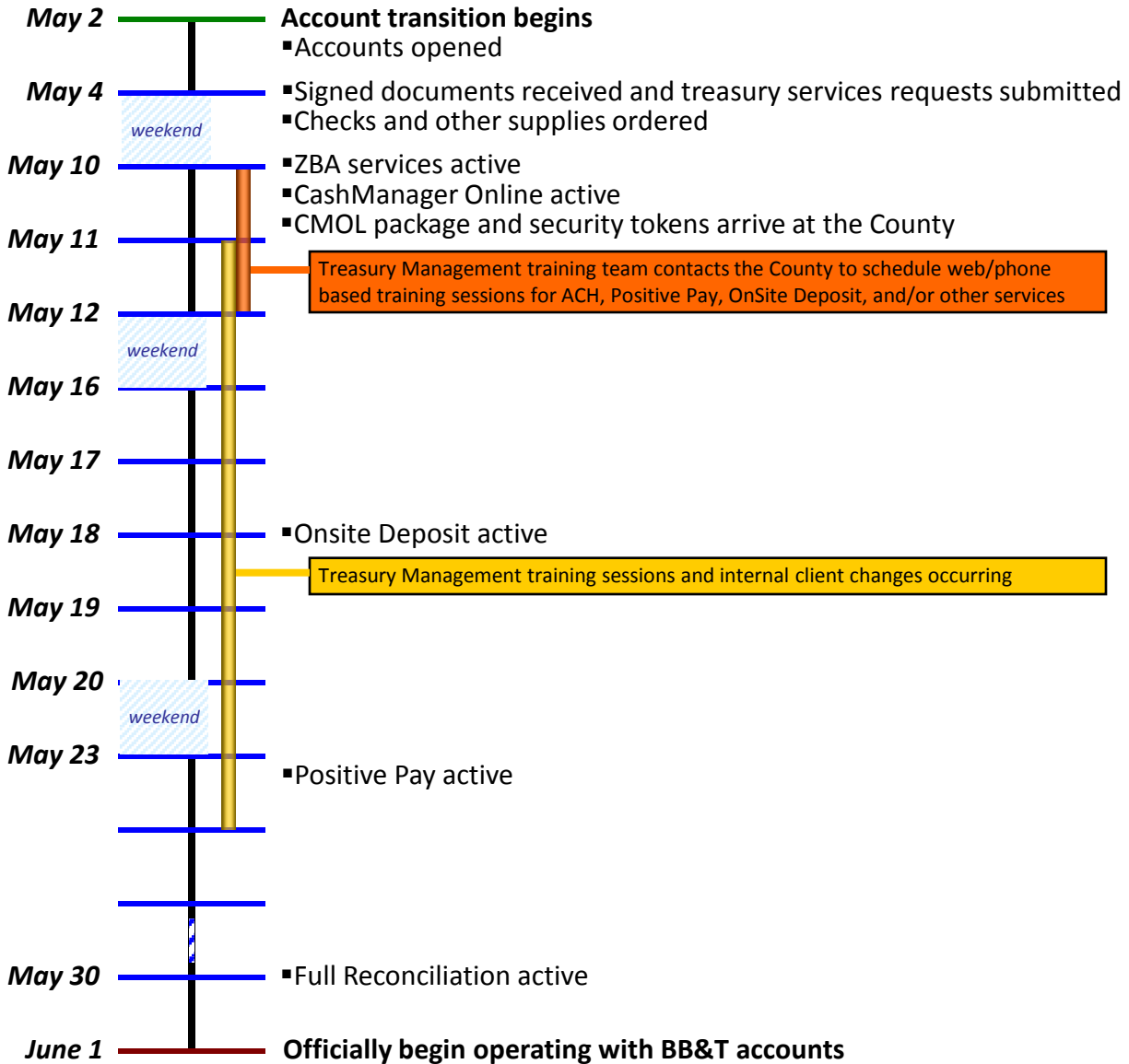
Name of Firm: Branch Banking & Trust

BY: *George A. Mack*

Signature of duly authorized representative

Title: SVP, Regional Business Deposits Officer

Date: March 24, 2017



Other items required by the County prior to 6/1:

- Alert merchant services provider of new account numbers.
- Order deposit tickets.
- Update checks in accounting system.
- Share new account number with any vendors that may be using it to draft for payment.



Recognitions

BB&T and its affiliates are consistently recognized for superior client service, financial strength, stability and community service.



- BB&T was named number 15 in the **Top 20 of the World's Strongest Banks** by *Bloomberg Markets* magazine in July 2015.



Banking publication *American Banker* named BB&T Chairman and CEO Kelly King **Banker of the Year for 2015** for steering the company through an extended period of industry adversity while providing a blueprint for large-scale merger and acquisition activity.



- BB&T received 18 **Greenwich Excellence Awards in Small Business and Middle Market Banking** from Greenwich Associates for our overall satisfaction and outstanding client service in 2015. Greenwich Associates is a leading financial services research and consulting firm.



- BB&T was named by *Global Finance* one of **The World's Best Treasury & Cash Management Providers** in 2016 for the U.S. Regional Middle Market Providers – Southeast region.

- **BB&T Wealth** was ranked one of the largest wealth asset managers in the nation in *Barron's Top 40 Wealth Managers* list in 2015, which ranks asset managers based upon relationships with families who have more than \$5 million in assets.

TNS Choice Awards 2015



- BB&T was named the 2015 **TNS Choice Awards** winner for Commercial Banking. This national award names BB&T as the preferred provider for acquiring, developing and retaining customers.

- **BB&T Insurance Services, Inc.**, is the fifth-largest insurance broker in the nation and sixth-largest insurance broker in the world, according to *Business Insurance*.

- **BB&T Retirement & Institutional Services** earned 42 Best in Class Awards in a 2015 national survey of 401(k) providers conducted by PLANSPONSOR magazine. It is the second year in a row BB&T has received the No. 1 Net Recommendation Score in the \$5MM to \$25MM market.

20 Best in Class Awards for participant services, including:

- Overall Employee Education Program
- Range of Investments
- Investing Services/Online Tools

22 Best in Class Awards for sponsor services, including:

- Cost-to-Value of Plan Fees
- Industry Knowledge
- Plan Design Flexibility



Recognitions



- *The Wall Street Journal* and *Financial Times/StarMine* consistently rank **BB&T Capital Markets** among top equity research analysts for their stock selection and earnings estimation performance.

- BB&T ranked **No. 292** on the 2015 *FORTUNE 500* list of America's largest corporations.



- *Training* magazine recognized BB&T as one of the **world's top 125 organizations for excellent training** in 2016. This marks the 15th consecutive year BB&T has received this coveted recognition.

- BB&T has paid a cash dividend every year since 1903.

- BB&T is regularly featured as a **Company of the Week** by *The Financial Services Roundtable*. Companies are showcased for their community involvement, financial literacy projects and innovative ideas to help local communities. In 2015, BB&T was awarded its **Leadership in Corporate Social Responsibility** award.

- The **2015 BB&T Lighthouse Project** touched the lives of more than 1.7 million people, and since it began in 2009, associates have donated more than 385,000 volunteer hours to carry out over 7,700 community service projects, which reached in excess of 11 million people.

BBT.com

800-BANK BBT (800-226-5228)



The 2015 Greenwich Associates Commercial Banking Study is with companies with sales of \$1MM to \$500MM and is based on more than 28,000 interviews. Branch Banking and Trust Company is a Member FDIC and Equal Housing Lender. Credit products are subject to credit approval. Only deposit products are FDIC insured.

BB&T Capital Markets is a division of BB&T Securities, LLC, Member FINRA/SIPC, a wholly owned nonbank subsidiary of BB&T Corporation.

BB&T Insurance Services, Inc., is a subsidiary of BB&T Insurance Holdings, Inc.

Investment solutions are provided by Branch Banking and Trust Company, BB&T Investment Services, Inc., and BB&T Scott & Stringfellow. BB&T Investment Services, Inc., is a wholly owned broker-dealer subsidiary of Branch Banking and Trust Company, Member FINRA/SIPC. BB&T Scott & Stringfellow is a division of BB&T Securities, LLC, Member FINRA/SIPC and nonbank subsidiary of BB&T Corporation.

Securities, Investments and Insurance products or services are:

NOT A DEPOSIT	NOT FDIC-INSURED	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
MAY GO DOWN IN VALUE		NOT GUARANTEED BY THE BANK

BB&T and its representatives do not offer legal or tax advice. Consult your individual tax or legal professional concerning your personal situation.

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PUBLIC DEPOSITORY MONTHLY REPORT**BB & T**

1) Total All Public Deposits for January, 2016

Demand:	\$354,934,650.40
Time / Savings:	\$605,114,120.80
Less FDIC	(\$74,737,997.39)
NET:	\$885,310,773.81

2) Average Daily Balance All Public Accounts

Demand:	\$363,342,303.43
Time / Savings:	\$653,979,432.99
Less FDIC	(\$74,592,378.63)
NET:	\$942,729,357.79

3) Average Daily Total Deposits

(Includes all deposits of
Financial Institution)

\$148,463,526,730.33

4) Percentage of Item 2 to Item 3 above

0.63 %

5) Required Collateral: (Effective Rate: **105.00** %) of the larger (1) or (2) above:

\$989,865,825.68

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or
Book Value \$1,099,910,062.70Current Market Value or
Adjusted Current Market \$1,064,206,847.08

7) CDAR Deposits

\$12,524,337.11

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PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for February, 2016

Demand:	\$354,406,209.68
Time / Savings:	\$581,666,120.08
Less FDIC	(\$73,240,516.58)
NET:	\$862,831,813.18

2) Average Daily Balance All Public Accounts

Demand:	\$349,298,997.24
Time / Savings:	\$582,900,744.93
Less FDIC	(\$73,282,436.92)
NET:	\$858,917,305.25

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$149,634,085,423.55

4) Percentage of Item 2 to Item 3 above

0.57 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$905,973,403.84

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$946,215,525.20

Current Market Value or Adjusted Current Market \$951,194,987.40

7) CDAR Deposits

\$12,526,825.14

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ap 3/10/16
Glinaw 3/10/16

PUBLIC DEPOSITORY MONTHLY REPORT**BB & T**

1) Total All Public Deposits for March, 2016

Demand:	\$335,829,043.29
Time / Savings:	\$566,740,292.49
Less FDIC	(\$73,157,365.45)
NET:	\$829,411,970.33

2) Average Daily Balance All Public Accounts

Demand:	\$346,168,252.83
Time / Savings:	\$564,791,244.63
Less FDIC	(\$72,654,740.91)
NET:	\$838,304,756.55

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution)	\$151,487,009,881.58
---	----------------------

4) Percentage of Item 2 to Item 3 above

0.55 %

5) Required Collateral: (Effective Rate: **105.00** %) of the larger (1) or (2) above:

\$880,219,994.38

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value	\$917,845,000.00
-------------------------------------	------------------

Current Market Value or Adjusted Current Market	\$929,370,472.70
--	------------------

7) CDAR Deposits

\$12,529,484.95

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AP 4/8/16
Andrew
4/8/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for April, 2016

Demand:	\$314,712,940.82
Time / Savings:	\$525,075,726.15
Less FDIC	(\$71,480,088.46)
NET:	\$768,308,578.51

2) Average Daily Balance All Public Accounts

Demand:	\$321,385,370.27
Time / Savings:	\$545,017,230.45
Less FDIC	(\$71,554,206.42)
NET:	\$794,848,394.30

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$161,193,402,143.75

4) Percentage of Item 2 to Item 3 above

0.49 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$834,590,814.02

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$867,845,000.00

Current Market Value or Adjusted Current Market \$876,360,998.11

7) CDAR Deposits

\$5,000,410.77

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OP 5/10/16
 Andrew
 5/10/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for May, 2016

Demand:	\$372,902,810.58
Time / Savings:	\$601,661,468.80
Less FDIC	(\$70,789,858.75)
NET:	\$903,774,420.63

2) Average Daily Balance All Public Accounts

Demand:	\$327,224,043.48
Time / Savings:	\$530,043,424.64
Less FDIC	(\$83,138,395.30)
NET:	\$774,129,072.82

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$160,677,536,076.85

4) Percentage of Item 2 to Item 3 above

0.48 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$948,963,141.66

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$942,495,685.68

Current Market Value or Adjusted Current Market \$946,214,489.55

7) CDAR Deposits

\$5,001,685.04

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ap 6/10/16
 Andrew
 6/10/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for June, 2016

Demand:	\$393,143,547.14
Time / Savings:	\$722,214,879.90
Less FDIC	(\$69,565,074.73)
NET:	\$1,045,793,352.31

2) Average Daily Balance All Public Accounts

Demand:	\$385,007,686.51
Time / Savings:	\$694,661,139.67
Less FDIC	(\$69,949,333.73)
NET:	\$1,009,719,492.45

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$159,130,356,459.05

4) Percentage of Item 2 to Item 3 above

0.63 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$1,098,083,019.93

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,174,330,000.00

Current Market Value or Adjusted Current Market \$1,198,218,093.43

7) CDAR Deposits

\$5,002,918.45

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AP 7/11/16
Andrew
7/11/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for July, 2016

Demand:	\$341,350,599.97
Time / Savings:	\$666,858,004.73
Less FDIC	(\$69,430,711.39)
NET:	\$938,777,893.31

2) Average Daily Balance All Public Accounts

Demand:	\$350,548,525.04
Time / Savings:	\$686,375,359.00
Less FDIC	(\$69,276,081.67)
NET:	\$967,647,802.37

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$159,047,363,930.96

4) Percentage of Item 2 to Item 3 above

0.61 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$1,016,030,192.49

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,119,964,979.62

Current Market Value or Adjusted Current Market \$1,080,030,054.24

7) CDAR Deposits

\$5,004,193.33

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AP. 8/10/16
 Andrew
 8/10/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for August, 2016

Demand:	\$322,261,667.40
Time / Savings:	\$722,832,274.37
Less FDIC	(\$70,059,247.08)
NET:	\$975,034,694.69

2) Average Daily Balance All Public Accounts

Demand:	\$321,813,151.93
Time / Savings:	\$761,768,803.22
Less FDIC	(\$69,527,714.89)
NET:	\$1,014,054,240.26

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$159,159,134,536.88

4) Percentage of Item 2 to Item 3 above

0.64 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$1,064,756,952.27

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,199,208,907.61

Current Market Value or Adjusted Current Market \$1,109,279,799.67

7) CDAR Deposits

\$5,005,468.44

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AP 9/8/16
OK 9/12/16

PUBLIC DEPOSITORY MONTHLY REPORT**BB & T**

1) Total All Public Deposits for September, 2016

Demand:	\$312,309,925.90
Time / Savings:	\$704,829,632.28
Less FDIC	(\$70,017,511.86)
NET:	\$947,122,046.32

2) Average Daily Balance All Public Accounts

Demand:	\$317,570,569.30
Time / Savings:	\$717,582,213.65
Less FDIC	(\$69,872,663.06)
NET:	\$965,280,119.89

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution)	\$160,328,757,415.22
---	----------------------

4) Percentage of Item 2 to Item 3 above

0.60 %

5) Required Collateral: (Effective Rate: 105.00 %) of the larger (1) or (2) above:

\$1,013,544,125.88

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value	\$1,148,230,804.65
-------------------------------------	--------------------

Current Market Value or Adjusted Current Market	\$1,060,808,943.42
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7) CDAR Deposits

\$5,006,708.88

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PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for October, 2016

Demand:	\$299,748,768.42
Time / Savings:	\$584,289,768.15
Less FDIC	(\$71,247,934.52)
NET:	\$812,790,602.05

2) Average Daily Balance All Public Accounts

Demand:	\$306,602,723.51
Time / Savings:	\$610,847,287.13
Less FDIC	(\$70,303,041.70)
NET:	\$847,146,968.94

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$159,766,286,639.62

4) Percentage of Item 2 to Item 3 above

0.53 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$889,504,317.39

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,009,985,389.61

Current Market Value or Adjusted Current Market \$936,741,648.94

7) CDAR Deposits

\$5,007,978.60

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for November, 2016

Demand:	\$367,167,050.43
Time / Savings:	\$661,635,621.70
Less FDIC	(\$71,197,702.15)
NET:	\$957,604,969.98

2) Average Daily Balance All Public Accounts

Demand:	\$321,956,118.51
Time / Savings:	\$587,516,031.15
Less FDIC	(\$70,560,241.83)
NET:	\$838,911,907.83

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$159,996,568,413.44

4) Percentage of Item 2 to Item 3 above

0.52 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$1,005,485,218.48

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,113,954,533.60

Current Market Value or Adjusted Current Market \$997,363,607.48

7) CDAR Deposits

\$5,009,213.64

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* Undercollateralized. we had excess of 4mm on 11/30. we pledged an additional 10mm on 11/30. Deposits increased 22mm but our forecast forecasted a decrease of 7mm in deposits. which left 8mm undercollateralized.

AP 12/8/16
@mclaw
12/8/16

PUBLIC DEPOSITORY MONTHLY REPORT

BB & T

1) Total All Public Deposits for December, 2016

Demand:	\$402,744,093.32
Time / Savings:	\$702,424,809.22
Less FDIC	(\$70,773,565.45)
NET:	\$1,034,395,337.09

2) Average Daily Balance All Public Accounts

Demand:	\$400,226,131.99
Time / Savings:	\$689,221,038.42
Less FDIC	(\$71,189,932.08)
NET:	\$1,018,257,238.33

3) Average Daily Total Deposits

(Includes all deposits of Financial Institution) \$160,588,457,830.95

4) Percentage of Item 2 to Item 3 above

0.63 %

5) Required Collateral: (Effective Rate: **105.00 %**) of the larger (1) or (2) above:

\$1,086,115,103.94

6) Pledged Collateral current month ending:

From Schedule A:

Original Par Value or Book Value \$1,237,790,838.25

Current Market Value or Adjusted Current Market \$1,117,612,679.93

7) CDAR Deposits

\$5,010,490.01

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*AP Amy Pittman
1/10/17*

*Andrew
1/10/17*



Sample Center Inc
 PO Box 54321
 Anytown USA 27000-1234

Your account statement

For 08/30/2013

Contact us



BBT.com



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 (800) 226-5228

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Loan products are offered through BB&T, member FDIC. Loans are subject to credit approval.

■ BUSINESS ANALYZED CHECKING 1234567891011

Account summary

Your previous balance as of 07/31/2013	\$360,578.47
Checks	- 63,785.11
Other withdrawals, debits and service charges	- 209,371.70
Deposits, credits and interest	+ 372,891.65
Your new balance as of 08/30/2013	= \$460,313.31

Checks

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
08/06	34497	195.44	08/06	34536	500.00	08/14	34556	185.61
08/14	*34499	907.65	08/07	34537	268.73	08/16	34557	103.80
08/02	*34519	333.95	08/08	34538	500.00	08/16	34558	1,840.00
08/05	34520	600.00	08/12	34539	612.74	08/16	34559	155.32
08/06	34521	300.00	08/12	34540	300.00	08/26	*34562	500.00
08/07	34522	441.00	08/08	34541	500.00	08/16	34563	639.28
08/06	34523	52.92	08/08	34542	500.00	08/19	34564	1,029.80
08/06	34524	177.29	08/06	34543	6,000.00	08/19	34565	4,235.88
08/05	34525	1,617.65	08/06	34544	340.36	08/19	34566	54.00
08/02	34526	1,083.34	08/09	34545	6,000.00	08/19	34567	278.47
08/02	34527	312.78	08/13	*34547	400.00	08/15	34568	72.95
08/05	34528	533.53	08/19	34548	80.34	08/19	34569	459.51
08/12	34529	8,240.00	08/15	34549	933.15	08/16	34570	178.31
08/06	34530	555.54	08/19	34550	925.00	08/26	34571	6,000.00
08/07	34531	35.00	08/13	34551	373.63	08/28	*34573	1,162.72
08/02	34532	19.52	08/13	34552	65.00	08/27	34574	930.20
08/05	34533	85.00	08/15	34553	6,795.03	08/27	34575	25.00
08/06	34534	287.98	08/14	34554	1,477.14	08/27	34576	35.00
08/06	34535	157.11	08/15	34555	35.00	08/27	34577	218.90

continued

■ BUSINESS ANALYZED CHECKING

(continued)

BOS 2017-06-21 p.267/540

DATE	CHECK #	AMOUNT(\$)	DATE	CHECK #	AMOUNT(\$)
08/30	34578	500.00	08/29	*34593	944.20
08/29	*34583	759.21	08/29	*34595	266.19
08/29	*34591	381.30	08/29	34596	30.42

DATE	CHECK #	AMOUNT(\$)
08/30	*34600	202.50
08/29	*34603	54.72

* indicates a skip in sequential check numbers above this item

Total checks = \$63,785.11

Other withdrawals, debits and service charges

DATE	DESCRIPTION	AMOUNT(\$)
08/01	ACH CORP DEBIT GARNISH PAYCHEX CGS	405.59
08/01	ACH CORP DEBIT TAXES PAYCHEX TPS	9,130.80
08/01	ACH CORP DEBIT PAYROLL PAYCHEX INC.	20,695.36
08/02	ACH CORP DEBIT ACH DEBIT JOHN HANCOCK	1,983.26
08/05	ACH CORP DEBIT TDCPOSTAGE POSTALIA	3,000.00
08/07	ACH SETTLEMENT CMOL	3,219.66
08/08	ACH CORP DEBIT GARNISH PAYCHEX CGS	399.38
08/08	ACH CORP DEBIT TAXES PAYCHEX TPS	12,310.23
08/08	ACH CORP DEBIT PAYROLL PAYCHEX INC.	28,949.31
08/09	ACH CORP DEBIT ACH DEBIT JOHN HANCOCK	2,589.72
08/12	ACH CORP DEBIT INVOICE PAYCHEX EIB	1,396.74
08/15	MERCH FEE TSYS MERCHANT	35.90
08/15	ACH CORP DEBIT GARNISH PAYCHEX CGS	399.38
08/15	MERCH FEE TSYS MERCHANT	571.46
08/15	ACH CORP DEBIT TDCPOSTAGE POSTALIA	3,000.00
08/15	ACH CORP DEBIT TAXES PAYCHEX TPS	9,360.60
08/15	ACH CORP DEBIT PAYROLL PAYCHEX INC.	24,624.85
08/16	ACH CORP DEBIT HRS PMT PAYCHEX HRS	40.00
08/16	ACH CORP DEBIT ACH DEBIT JOHN HANCOCK	1,974.06
08/19	INTERNET PAYMENT CREDITCARD BARCLAYCARD US	4,238.73
08/20	RETURN DEPOSIT ITEM	306.93
08/21	ACH SETTLEMENT CMOL	1,990.01
08/21	SERVICE CHARGE	968.60
08/22	ACH CORP DEBIT GARNISH PAYCHEX CGS	399.38
08/22	ACH CORP DEBIT TAXES PAYCHEX TPS	9,204.55
08/22	ACH CORP DEBIT PAYROLL PAYCHEX INC.	23,310.14
08/26	STOP PAYMENT CHARGE 1	34.00
08/27	ACH CORP DEBIT ACH DEBIT JOHN HANCOCK	2,177.71
08/28	ACH SETTLEMENT CMOL	2,415.58
08/29	ACH CORP DEBIT GARNISH PAYCHEX CGS	398.63
08/29	ACH CORP DEBIT TAXES PAYCHEX TPS	10,779.62
08/29	ACH CORP DEBIT PAYROLL PAYCHEX INC.	24,008.89
08/30	ACH CORP DEBIT ACH DEBIT JOHN HANCOCK	2,052.63
08/30	ACH CORP DEBIT TDCPOSTAGE POSTALIA	3,000.00
Total other withdrawals, debits and service charges		= \$209,371.70

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
08/01	LOCKBOX DEPOSIT	1,456.30
08/01	DEPOSIT TSYS MERCHANT	3,177.41
08/01	LOCKBOX DEPOSIT	5,821.03
08/01	DEPOSIT	16,120.64
08/02	LOCKBOX DEPOSIT	1,863.62
08/02	LOCKBOX DEPOSIT	12,978.56
08/05	DEPOSIT	1,069.26
08/05	LOCKBOX DEPOSIT	10,442.00
08/05	LOCKBOX DEPOSIT	13,911.16
08/06	TAXES PAYCHEX TPS	29.00
08/06	DEPOSIT TSYS MERCHANT	980.80
08/06	LOCKBOX DEPOSIT	2,988.84
08/07	DEPOSIT	489.20
08/07	LOCKBOX DEPOSIT	1,704.37
08/08	LOCKBOX DEPOSIT	5,863.80
08/08	DEPOSIT	10,981.84

continued



■ BUSINESS ANALYZED CHECKING

(continued)

DATE	DESCRIPTION	AMOUNT(\$)
08/09	DEPOSIT	73.85
08/09	DEPOSIT	5,471.09
08/09	LOCKBOX DEPOSIT	13,234.88
08/12	DEPOSIT	2,152.88
08/12	LOCKBOX DEPOSIT	4,002.70
08/12	LOCKBOX DEPOSIT	6,874.07
08/13	DEPOSIT	73.85
08/13	DEPOSIT	2,172.12
08/13	DEPOSIT TSYS MERCHANT	2,353.06
08/13	DEPOSIT	2,577.97
08/13	LOCKBOX DEPOSIT	5,504.88
08/14	LOCKBOX DEPOSIT	1,296.75
08/14	DEPOSIT	1,788.34
08/14	LOCKBOX DEPOSIT	2,199.70
08/15	DEPOSIT TSYS MERCHANT	799.77
08/15	DEPOSIT	1,472.00
08/15	DEPOSIT	4,435.68
08/15	LOCKBOX DEPOSIT	14,035.40
08/16	LOCKBOX DEPOSIT	14,869.33
08/19	DEPOSIT	3,337.95
08/19	LOCKBOX DEPOSIT	9,184.68
08/19	LOCKBOX DEPOSIT	12,502.10
08/19	LOCKBOX DEPOSIT	13,529.49
08/20	DEPOSIT	733.89
08/20	LOCKBOX DEPOSIT	1,807.06
08/20	LOCKBOX DEPOSIT	9,870.20
08/20	LOCKBOX DEPOSIT	14,115.86
08/21	LOCKBOX DEPOSIT	4,344.24
08/21	DEPOSIT TSYS MERCHANT	4,925.96
08/22	DEPOSIT	2,127.12
08/22	LOCKBOX DEPOSIT	14,517.65
08/23	LOCKBOX DEPOSIT	10,052.46
08/26	DEPOSIT	2,050.51
08/26	LOCKBOX DEPOSIT	4,158.62
08/26	DEPOSIT	4,378.97
08/26	LOCKBOX DEPOSIT	9,029.93
08/26	LOCKBOX DEPOSIT	15,483.27
08/27	DEPOSIT	2,176.35
08/27	LOCKBOX DEPOSIT	2,499.72
08/27	DEPOSIT	3,542.60
08/27	LOCKBOX DEPOSIT	14,041.78
08/28	DEPOSIT TSYS MERCHANT	1,805.42
08/28	LOCKBOX DEPOSIT	4,958.94
08/29	DEPOSIT TSYS MERCHANT	375.39
08/29	DEPOSIT	8,028.81
08/29	LOCKBOX DEPOSIT	10,708.68
08/30	LOCKBOX DEPOSIT	13,387.90
Total deposits, credits and interest		= \$372,891.65

Questions, comments or errors?

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&I Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&T Liability Risk Management
P.O. Box 996
Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T financial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&I Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an **INTEREST CHARGE**

will automatically be imposed on the account's outstanding "Average daily balance." The **INTEREST CHARGE** is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid **INTEREST CHARGE**. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division
P.O. Box 200
Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&I financial center closest to you. Please do not send cash.

Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
5. Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.					
For more information, please contact your local BB&T relationship manager, visit BBT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).		Outstanding Deposits and Other Credits (Section B)			
		Date/Type	Amount	Date/Type	Amount



05-05-20XX

8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

PAGE 1

ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXXX1122

COMBINED ANALYSIS

ACCOUNTS INCLUDED IN ANALYSIS

DEPOSITS	01	0000XXXX1234	01	0000XXXX5678	
AVERAGE BALANCE SECTION					
		BALANCE	RATE	AMOUNT	
AVERAGE BALANCE		4,986,922			
LESS: AVERAGE FLOAT		0			
AVERAGE COLLECTED BALANCE		4,986,922			
AVG POSITIVE COLLECTED BAL		4,986,922			
LESS: REQUIRED RESERVES		0			
AVG POSITIVE AVAILABLE BAL		4,986,922	.600	2,459.30	
EARNINGS CREDIT ALLOWANCE				2,459.30	
BANK SERVICES SECTION					
		UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **					
DEP ACCT USAGE FEE \$.1333/\$1K		4,986,921	15.996	664.75	1,347,965.27
** SUBTOTAL **				664.75	1,347,965.27
** GENERAL BANKING SERVICES **					
MAINTENANCE FEE	2		20.000	40.00	81,111.11
CREDITS POSTED	9		.800	7.20	14,600.00
CHECKS PAID AND OTHER DEBITS	418		.190	79.42	161,046.11
CHECK PAID-REJECT	2		.500	1.00	2,027.77
COIN AND CURRENCY DEPOSITED	1,241		.0019	2.36	4,785.55
** SUBTOTAL **				129.98	263,570.54
** SPEC COLLECTION SERVICES **					
REMOTE DEPOSIT MONTHLY MAINT	1		45.000	45.00	91,250.00
REMOTE DEPOSIT IMAGE CAPTURED	12		.120	1.44	2,920.00
** SUBTOTAL **				46.44	94,170.00
** WIRE TRANSFER SERVICES **					
CMOL REPETITIVE WIRE	19		11.000	209.00	423,805.55
CMOLINE WIRE MAINT	1		10.000	10.00	20,277.77
** SUBTOTAL **				219.00	444,083.32

05-05-20XX

8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

PAGE 2

ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXX1122

COMBINED ANALYSIS

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** ACH SERVICES **				
ACH RECEIVED DEBIT	6	.190	1.14	2,311.66
ACH MONTHLY MAINTENANCE	1	45.000	45.00	91,250.00
ACH INPUT FILE RECEIVED/VENDOR	3	17.500	52.50	106,458.33
TOTAL ACH ORIGINATED ITEMS	337	.140	47.18	95,670.55
ACH POSITIVE PAY MONTHLY MAINT	2	25.000	50.00	101,388.88
** SUBTOTAL **			195.82	397,079.42

** RECONCILIATION SERVICES **				
FULL RECON MAINTENANCE	1	55.000	55.00	111,527.77
FULL RECON ITEMS	388	.065	25.22	51,140.55
RECON FILE-TRANSMISSION	1	15.000	15.00	30,416.66
CD-ROM MAINTENANCE	1	25.000	25.00	50,694.44
CD-ROM ITEMS	392	.050	19.60	39,744.44
CD-ROM DISK	1	15.000	15.00	30,416.66
CD-ROM MULTIPLE ACCOUNT FEE	1	10.000	10.00	20,277.77
CMOL POSITIVE PAY MAINTENANCE	1	50.000	50.00	101,388.88
CMOL POSITIVE PAY/PAYEE-ITEMS	375	.080	30.00	60,833.33
** SUBTOTAL **			244.82	496,440.50

** INFORMATION SERVICES **				
CMOL PD ACCT MAINT	2	40.000	80.00	162,222.22
CMOL CD ACCT MAINT	1	40.000	40.00	81,111.11
CMOL ACCT TRANSFER	3	6.000	18.00	36,500.00
CMOL CLIENT ID	1	10.000	10.00	20,277.77
CMOL - PD LOADED ITEMS	404	.200	80.80	163,844.44
CMOL - CD LOADED ITEMS	19	.250	4.75	9,631.94
CMOL STOP PAYMENT MAINT	2	10.000	20.00	40,555.55
CMOL STOP PAYMENT - 6 MONTH	1	10.000	10.00	20,277.77
** SUBTOTAL **			263.55	534,420.80

BANK SERVICES			1,764.36	3,577,730.00
LESS: SERVICE DISCOUNT	30.000		529.30-	.00
BANK SERVICES			1,235.05	3,577,730.00

NET EARNINGS VALUE 1,224.24

NET AVAILABLE BALANCE 1,409,192

***SERVICE CHARGE AMOUNT .00



05-05-20XX

8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

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ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXXX1122
ACCOUNT NO. 01 0000XXXXX1234

COMBINED ANALYSIS
PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT	
AVERAGE BALANCE	4,286,527			
LESS: AVERAGE FLOAT	0			
AVERAGE COLLECTED BALANCE	4,286,527			
AVG POSITIVE COLLECTED BAL	4,286,527			
LESS: REQUIRED RESERVES	0			
AVG POSITIVE AVAILABLE BAL	4,286,527	.190	669.40	
EARNINGS CREDIT ALLOWANCE			669.40	
<hr/>				
BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE FEE \$.1333/\$1K	4,286,527	15.996	571.39	3,658,900.87
** SUBTOTAL **			571.39	3,658,900.87
** GENERAL BANKING SERVICES **				
MAINTENANCE FEE	1	20.000	20.00	128,070.17
CREDITS POSTED	6	.800	4.80	30,736.84
CHECKS PAID AND OTHER DEBITS	388	.190	73.72	472,066.66
CHECK PAID-REJECT	2	.500	1.00	6,403.50
COIN AND CURRENCY DEPOSITED	1,241	.0019	2.36	15,112.28
** SUBTOTAL **			101.88	652,389.45
** SPEC COLLECTION SERVICES **				
REMOTE DEPOSIT MONTHLY MAINT	1	45.000	45.00	288,157.89
REMOTE DEPOSIT IMAGE CAPTURED	12	.120	1.44	9,221.05
** SUBTOTAL **			46.44	297,378.94
** WIRE TRANSFER SERVICES **				
CMOL REPETITIVE WIRE	10	11.000	110.00	704,385.96
CMOLINE WIRE MAINT	1	10.000	10.00	64,035.08
** SUBTOTAL **			120.00	768,421.04

05-05-20XX

8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

PAGE 4

ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXXX1122
ACCOUNT NO. 01 0000XXXXX1234

COMBINED ANALYSIS
CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** ACH SERVICES **				
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	160,087.71
** SUBTOTAL **			25.00	160,087.71
** RECONCILIATION SERVICES **				
FULL RECON MAINTENANCE	1	55.000	55.00	352,192.98
FULL RECON ITEMS	388	.065	25.22	161,496.49
RECON FILE-TRANSMISSION	1	15.000	15.00	96,052.63
CD-ROM MAINTENANCE	1	25.000	25.00	160,087.71
CD-ROM ITEMS	375	.050	18.75	120,065.78
CD-ROM DISK	1	15.000	15.00	96,052.63
CMOL POSITIVE PAY MAINTENANCE	1	50.000	50.00	320,175.43
CMOL POSITIVE PAY/PAYEE-ITEMS	375	.080	30.00	192,105.26
** SUBTOTAL **			233.97	1,498,228.91
** INFORMATION SERVICES **				
CMOL PD ACCT MAINT	1	40.000	40.00	256,140.35
CMOL CD ACCT MAINT	1	40.000	40.00	256,140.35
CMOL ACCT TRANSFER	3	6.000	18.00	115,263.15
CMOL CLIENT ID	1	10.000	10.00	64,035.08
CMOL - PD LOADED ITEMS	369	.200	73.80	472,578.94
CMOL - CD LOADED ITEMS	19	.250	4.75	30,416.66
CMOL STOP PAYMENT MAINT	1	10.000	10.00	64,035.08
CMOL STOP PAYMENT - 6 MONTH	1	10.000	10.00	64,035.08
** SUBTOTAL **			206.55	1,322,644.69
BANK SERVICES			1,305.23	8,358,051.61
LESS: SERVICE DISCOUNT			30.000	391.56-
BANK SERVICES			913.66	5,850,636.26
NET EARNINGS VALUE				244.26-
NET AVAILABLE BALANCE				1,564,108-
AVERAGE BALANCE DEFICIT				1,564,108-
***SERVICE CHARGE AMOUNT				244.26



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8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

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ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXXX1122
ACCOUNT NO. 01 0000XXXXX5678

COMBINED ANALYSIS
PUBLIC FUND ANALYZED CHECKING

AVERAGE BALANCE SECTION	BALANCE	RATE	AMOUNT
AVERAGE BALANCE	700,394		
LESS: AVERAGE FLOAT	0		
AVERAGE COLLECTED BALANCE	700,394		
AVG POSITIVE COLLECTED BAL	700,394		
LESS: REQUIRED RESERVES	0		
AVG POSITIVE AVAILABLE BAL	700,394	.190	109.37
EARNINGS CREDIT ALLOWANCE			109.37

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** BALANCE RELATED SERVICES **				
DEP ACCT USAGE FEE \$.1333/\$1K	700,394	15.996	93.36	597,831.57
** SUBTOTAL **			93.36	597,831.57
** GENERAL BANKING SERVICES **				
MAINTENANCE FEE	1	20.000	20.00	128,070.17
CREDITS POSTED	3	.800	2.40	15,368.42
CHECKS PAID AND OTHER DEBITS	30	.190	5.70	36,500.00
** SUBTOTAL **			28.10	179,938.59
** WIRE TRANSFER SERVICES **				
CMOL REPETITIVE WIRE	9	11.000	99.00	633,947.36
** SUBTOTAL **			99.00	633,947.36
** ACH SERVICES **				
ACH RECEIVED DEBIT	6	.190	1.14	7,300.00
ACH MONTHLY MAINTENANCE	1	45.000	45.00	288,157.89
ACH INPUT FILE RECEIVED/VENDOR	3	17.500	52.50	336,184.21
TOTAL ACH ORIGINATED ITEMS	337	.140	47.18	302,117.54
ACH POSITIVE PAY MONTHLY MAINT	1	25.000	25.00	160,087.71
** SUBTOTAL **			170.82	1,093,847.35

05-05-20XX

8551101 AA
ABC COMPANY
1234 ENTERPRISE RD
ANYWHERE ST 12345-1102

FROM 04-01-20XX
TO 04-30-20XX

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ACCOUNT OFFICER BARBARA B TUCKER

40237

GROUP NO. 0000XXXXX1122
ACCOUNT NO. 01 0000XXXX5678

COMBINED ANALYSIS
CONTINUED

BANK SERVICES SECTION	UNITS	RATE	AMOUNT	BAL REQUIRED
** RECONCILIATION SERVICES **				
CD-ROM ITEMS	17	.050	.85	5,442.98
CD-ROM MULTIPLE ACCOUNT FEE	1	10.000	10.00	64,035.08
** SUBTOTAL **			10.85	69,478.06
** INFORMATION SERVICES **				
CMOL PD ACCT MAINT	1	40.000	40.00	256,140.35
CMOL - PD LOADED ITEMS	35	.200	7.00	44,824.56
CMOL STOP PAYMENT MAINT	1	10.000	10.00	64,035.08
** SUBTOTAL **			57.00	364,999.99
BANK SERVICES			459.13	2,940,042.92
LESS: SERVICE DISCOUNT			30.000	137.73-
BANK SERVICES			321.39	2,058,030.10
NET EARNINGS VALUE			212.02-	
NET AVAILABLE BALANCE		1,357,635-		
AVERAGE BALANCE DEFICIT		1,357,635-		
***SERVICE CHARGE AMOUNT		212.02		



Statement Report Current Day As of 15-May-2012 - 15-May-2012 Printed On 29-May-2012 15:05:31 ET	Click to Export in Excel Format	<input checked="" type="checkbox"/> Balance Data <input checked="" type="checkbox"/> Summary Data <input checked="" type="checkbox"/> Detail Data
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053101121 888887777777	Branch Banking and Trust Corp LINDA HOOKS PAYABLES	USD
As of 15-May-2012		
<u>BALANCES</u>		
OPENING LEDGER		0.00
CURRENT LEDGER		2,555,407.41
OPENING AVAILABLE		0.00
CURRENT AVAILABLE		2,555,407.41
<u>SUMMARY</u>		
TOTAL ACH CREDIT		2,582,437.58
Total NOC Credits Summary		0.00
Total NOC Debits Summary		0.00
TOTAL ACH DEBITS		33,987.62
TOTAL ACH RETURN CREDITS		0.00
TOTAL ACH RETURN DEBITS		0.00
<u>CREDITS</u>		
1,073,454.80 ACH CR REC CTX/ BLUE CO WHOLES 888888888 EDI PAYMTS 05-15-12 091000013783739 09100001 1ST ADDENDA RECORD: ISA*00* *00* *12*4253136124 *12*6126678088 *120514* 034 PAR NUMBER: 012135009266038	REF1:000000000	REF2:888888888
371,603.31 ACH CR REC CCD/ ABC-MART STOR 0000000222 TRADE PYMT 05-15-12 091000015475797 09100001 1ST ADDENDA RECORD: TRN*1*56815931 PAR NUMBER: 012135009887795	REF1:000000000	REF2:888888111
177,775.20 ACH CR REC CCD/ SCOTT - 1111 6941390387 20038396 05-15-12 091000017973106 09100001 PAR NUMBER: 012135009888497	REF1:000000000	REF2:4444444444444
162,580.11 ACH CR REC CCD/ ROSES HOLDING 555555551 EFT PAYMNT 05-15-12 091000014679684 09100001 1ST ADDENDA RECORD: TRN*3*22222222*90089658731 PAR NUMBER: 012135009891379	REF1:000000000	REF2:222222222
=====		
1,785,413.42	4 Credits	
<u>DEBITS</u>		
NO DEBIT DETAIL DATA REPORTED		

GRAND TOTALS		
USD		
<u>BALANCES</u>		
OPENING LEDGER		0.00
CURRENT LEDGER		2,555,407.41
OPENING AVAILABLE		0.00
CURRENT AVAILABLE		2,555,407.41
<u>SUMMARY</u>		
TOTAL ACH CREDIT		2,582,437.58
TOTAL ACH RETURN CREDITS		0.00
TOTAL ACH DEBITS		33,987.62
TOTAL ACH RETURN DEBITS		0.00
Total NOC Credits Summary		0.00
Total NOC Debits Summary		0.00

Detail Report
 Current Day
 As of 24-Oct-2008 - 24-Oct-2008
 Printed On 27-Oct-2008 13:58:30 ET

053101121 3434343443434	Branch Banking and Trust Corporation DEPOSITORY ACCOUNT	USD
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As of 24-Oct-2008

CREDIT(S)
 NO CREDIT DETAIL DATA REPORTED

DEBIT(S)

Deposit Items Return

70.00	IND DEP ITM RTN CLOSED ACCOUNT / CHARGEBACK 0000034343443434 010569864624 N/A 053104869 000000000534892725 10:52:42 PROCESSED MAKER:ABC COMPANY	REF1: 0000000000001640 REF2: 00000000308
9.76	IND DEP ITM RTN CLOSED ACCOUNT / CHARGEBACK 0000034343443434 010572864624 N/A 053104869 000000000534892725 10:52:51 PROCESSED MAKER:ABC COMPANY	REF1: 0000000000001643 REF2: 00000000308
100.00	IND DEP ITM RTN CLOSED ACCOUNT / CHARGEBACK 0000034343443434 010568864624 N/A 053104869 000000000534892725 10:52:34 PROCESSED MAKER:ABC COMPANY	REF1: 0000000000001657 REF2: 00000000307

 179.76 3 Deposit Items Return

=====

179.76 **3 Debit(s)**

	USD
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Statement Report Current Day As of 03-Apr-2012 - 03-Apr-2012 Printed On 16-May-2012 14:22:04 ET	Click to Export in Excel Format	<input checked="" type="checkbox"/> Balance Data <input checked="" type="checkbox"/> Summary Data <input checked="" type="checkbox"/> Detail Data
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053101121 2222225555555	Branch Banking and Trust Corp LINDA HOOKS ACCOUNT	USD
As of 03-Apr-2012		
<u>BALANCES</u>		
OPENING LEDGER		78,083.36
CURRENT LEDGER		2,380,415.77
OPENING AVAILABLE		78,083.36
CURRENT AVAILABLE		2,380,415.77
<u>SUMMARY</u>		
TOTAL INCOMING MONEY TRANSFERS - Items 3		38,700,000.00
Total Memo Credit		0.00
Memo Debit Summary		1,766,034.71
<u>CREDITS</u>		
22,000,000.00	IND IN MON TRAN 10:50:52 Fed Ref#: BBBBNDFFV4R00044003301034FT01 BB&T Ref# 555555555555 ABA#/BANK 026009593 BANK OF AMERICA, NATIONAL ASSO ORIG:BANK OF AMERICA N.A. BOFA WAUKESHA DISBURSEMENT NC1-001-04-39 101 N TRYON ST CHARLOTTE, NC 28246-0100 TRNUID: 1111111111111111	REF1:RCVD
15,550,000.00	IND IN MON TRAN 09:01:15 Fed Ref#: BBBBNDHU4R00922403151439FT03 BB&T Ref# 555555555555 ABA#/BANK 026009593 BANK OF AMERICA, NATIONAL ASSO ORIG:BANK OF AMERICA N.A. BOFA WAUKESHA DISBURSEMENT NC1-001-04-39 101 N TRYON ST CHARLOTTE, NC 28246-0100 TRNUID: 1111111111111111	REF1:RCVD
1,150,000.00	IND IN MON TRAN 09:31:27 Fed Ref#: BBBBND7HU4R00649403161256FT03 BB&T Ref# 555555555555 ABA#/BANK 026009593 BANK OF AMERICA, NATIONAL ASSO ORIG:BANK OF AMERICA N.A. BOFA WAUKESHA DISBURSEMENT NC1-001-04-39 101 N TRYON ST CHARLOTTE, NC 28246-0100 TRNUID: 1111111111111111	REF1:RCVD
38,700,000.00	3 Credits 0 Day Availability:	38,700,000.00
<u>DEBITS</u>		
1,766,034.71	Memo Debit Detail CM ONLINE ACCT TRANSFER DEBIT 04-03 14:21:18	REF2:0
1,766,034.71	1 Debits	

GRAND TOTALS		
USD		
<u>BALANCES</u>		
OPENING LEDGER		78,083.36
CURRENT LEDGER		2,380,415.77
OPENING AVAILABLE		78,083.36
CURRENT AVAILABLE		2,380,415.77
<u>SUMMARY</u>		
TOTAL INCOMING MONEY TRANSFERS		38,700,000.00
Total Memo Credit		0.00
Memo Debit Summary		1,766,034.71

Statement Report
Previous Day
As of 15-May-2012 - 15-May-2012
Printed On 16-May-2012 09:44:20 ET[Click to Export in Excel Format](#) Balance Data
 Summary Data
 Detail Data053101121
0000222111333Branch Banking and Trust Corp
SCOTTY PAYABLES

USD

As of 15-May-2012

BALANCES

CLOSING LEDGER	0.00
OPENING AVAILABLE	0.00
CLOSING AVAILABLE	0.00
AVERAGE CLOSING AVAILABLE MTD	0.00
TOTAL FLOAT	0.00
1-DAY FLOAT	0.00
2 OR MORE DAYS FLOAT	0.00

SUMMARY

TOTAL CREDITS - Items 1	1,073,321.47
TOTAL DEBITS - Items 64	1,073,321.47
TOTAL CHECKS PAID	1,073,321.47

CREDITS

NO CREDIT DETAIL DATA REPORTED

DEBITS

1,767.48	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002808022733	REF2:1122087
	CONT DISB IMAGE EXCHANGE CK		
2,966.70	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002808022828	REF2:1122036
	CONT DISB IMAGE EXCHANGE CK		
3,104.80	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002808048131	REF2:1122080
	CONT DISB IMAGE EXCHANGE CK		
1,200.00	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901469199	REF2:2065791
	CONTROLLED DISBURSEMENT CHECK		
2,340.94	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901665364	REF2:2065960
	CONT DISB IMAGE EXCHANGE CK		
3,876.37	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901701780	REF2:2065980
	CONT DISB IMAGE EXCHANGE CK		
1,155.00	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901740880	REF2:1122039
	CONT DISB IMAGE EXCHANGE CK		
2,720.99	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901742317	REF2:1122013
	CONT DISB IMAGE EXCHANGE CK		
3,926.33	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901742556	REF2:2065950
	CONT DISB IMAGE EXCHANGE CK		
3,229.05	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901763295	REF2:2065994
	CONT DISB IMAGE EXCHANGE CK		
2,400.00	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901765670	REF2:2065896
	CONT DISB IMAGE EXCHANGE CK		
2,994.06	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901766243	REF2:1122000
	CONT DISB IMAGE EXCHANGE CK		
2,880.00	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901767671	REF2:2065990
	CONT DISB IMAGE EXCHANGE CK		
1,850.66	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901767792	REF2:2065998
	CONT DISB IMAGE EXCHANGE CK		
3,460.85	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901812265	REF2:2065955
	CONT DISB IMAGE EXCHANGE CK		
1,437.99	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901813421	REF2:2065992
	CONT DISB IMAGE EXCHANGE CK		
1,078.40	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901832738	REF2:1122095
	CONT DISB IMAGE EXCHANGE CK		
2,803.26	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901833003	REF2:2065976
	CONT DISB IMAGE EXCHANGE CK		
1,060.00	<input type="checkbox"/> INDIV CHKS PD	REF1:000000002901855508	REF2:2065977
	CONT DISB IMAGE EXCHANGE CK		

=====

46,252.88 19 Debits

GRAND TOTALS

USD

BALANCES

CLOSING LEDGER	0.00
OPENING AVAILABLE	0.00
CLOSING AVAILABLE	0.00
AVERAGE CLOSING AVAILABLE MTD	0.00
TOTAL FLOAT	0.00
1-DAY FLOAT	0.00
2 OR MORE DAYS FLOAT	0.00

SUMMARY

TOTAL CREDITS	1,073,321.47
TOTAL DEBITS	1,073,321.47
TOTAL CHECKS PAID	1,073,321.47



Statement Report Previous Day As of 07-May-2012 - 07-May-2012 Printed On 29-May-2012 15:27:53 ET	Click to Export in Excel Format	<input checked="" type="checkbox"/> Balance Data <input checked="" type="checkbox"/> Summary Data <input checked="" type="checkbox"/> Detail Data
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053101121 5552221121211	Branch Banking and Trust Corp SCOTTY Payroll 1	USD
As of 07-May-2012		
<u>BALANCES</u>		
CLOSING LEDGER		116,405.80
OPENING AVAILABLE		55,612.97
CLOSING AVAILABLE		116,405.80
AVERAGE CLOSING AVAILABLE MTD		51,501.87
TOTAL FLOAT		0.00
1-DAY FLOAT		0.00
2 OR MORE DAYS FLOAT		0.00
<u>SUMMARY</u>		
TOTAL CREDITS - Items 3		60,792.83
TOTAL DEBITS		0.00
TOTAL CHECKS PAID		0.00
<u>CREDITS</u>		
18,660.52	<input type="checkbox"/> COMMERCIAL DEP	REF1:000000002305304350 REF2:1001
	DEPOSIT	
30,870.31	<input type="checkbox"/> COMMERCIAL DEP	REF1:000000002305304352 REF2:1001
	DEPOSIT	
11,262.00	<input type="checkbox"/> COMMERCIAL DEP	REF1:000000002305808711 REF2:1001
	DEPOSIT	
=====		
60,792.83	3 Credits	
<u>DEBITS</u>		
NO DEBIT DETAIL DATA REPORTED		

GRAND TOTALS		
USD		
<u>BALANCES</u>		
CLOSING LEDGER		116,405.80
OPENING AVAILABLE		55,612.97
CLOSING AVAILABLE		116,405.80
AVERAGE CLOSING AVAILABLE MTD		51,501.87
TOTAL FLOAT		0.00
1-DAY FLOAT		0.00
2 OR MORE DAYS FLOAT		0.00
<u>SUMMARY</u>		
TOTAL CREDITS		60,792.83
TOTAL DEBITS		0.00
TOTAL CHECKS PAID		0.00

This report contains advice data, all figures are subject to posting.
 ===== END OF REPORT =====

View Selected Images Select All Images

053101121 000022111333	Branch Banking and Trust Corp LINDA HOOKS ACCOUNT	USD
As of 15-May-2012		
<u>BALANCES</u>		
CLOSING LEDGER		12,472,339.65
OPENING AVAILABLE		12,048,980.68
CLOSING AVAILABLE		12,472,339.65
AVERAGE CLOSING AVAILABLE MTD		14,266,284.83
TOTAL FLOAT		0.00
1-DAY FLOAT		0.00
2 OR MORE DAYS FLOAT		0.00
<u>SUMMARY</u>		
TOTAL CREDITS - Items 1		3,000,000.00
TOTAL DEBITS - Items 12		2,576,641.03
TOTAL CHECKS PAID		0.00
<u>CREDITS</u>		
3,000,000.00	IND IN MON TRAN INCOMING WIRE TRANSFER WIRE REF# 11111111-00006581	REF2:0
=====		
3,000,000.00	1 Credits	
<u>DEBITS</u>		
1,073,321.47	OUTGOING INT MT CM ON-LINE ACCT TRANSFER TRANSFER TO CHECKING 555555555555 05-15-12	REF2:0
587,881.40	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005954	REF2:0
241,045.54	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005906	REF2:0
240,128.17	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005805	REF2:0
139,000.00	CUST INIT.MT PC WIRE TRANSFER WIRE REF# 11111111-00006742	REF2:0
96,245.41	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005886	REF2:0
78,923.45	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005860	REF2:0
59,520.19	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005830	REF2:0
24,150.00	CUST INIT.MT PC WIRE TRANSFER WIRE REF# 11111111-00006738	REF2:0
21,816.00	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005964	REF2:0
9,671.43	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005871	REF2:0
4,937.97	CUST INIT.MT REPETITIVE PC WIRE TRANSFER WIRE REF# 11111111-00005769	REF2:0
=====		
2,576,641.03	12 Debits	

GRAND TOTALS		
USD		
<u>BALANCES</u>		
CLOSING LEDGER		12,472,339.65
OPENING AVAILABLE		12,048,980.68
CLOSING AVAILABLE		12,472,339.65
AVERAGE CLOSING AVAILABLE MTD		14,266,284.83
TOTAL FLOAT		0.00
1-DAY FLOAT		0.00
2 OR MORE DAYS FLOAT		0.00
<u>SUMMARY</u>		
TOTAL CREDITS		3,000,000.00
TOTAL DEBITS		2,576,641.03
TOTAL CHECKS PAID		0.00



TMA

Tax ID #:

BB&T
TREASURY MANAGEMENT AGREEMENT

THIS AGREEMENT, as dated below, is made by and between Branch Banking and Trust Company ("Bank") and

("Customer")

1. Service

Subject to the terms and conditions contained in this Agreement, the applicable Banking Agreement and any Attachment which describe specific Treasury Management ("Services") (whether attached hereto or relating to any Service requested subsequent to the date of this Agreement), each of which are incorporated herein by reference, Bank will furnish Customer with those Services that it may request. Customer agrees to pay for all said Services in accordance with this Agreement and the Bank's current fee schedule for such Services. Initiation by Customer of any Services constitutes acceptance of the terms and conditions of this Agreement, the applicable Banking Agreement and any applicable Attachment.

2. Customer's Duties. Customer shall:

- a) Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and any Attachments, and if required by a particular Service, maintain, at a minimum, a Deposit Account at Bank subject to the applicable Banking Agreement.
- b) Pay any bill rendered by Bank within 30 days after the billing date and grant to the Bank a right of set-off in all of Customer's deposit accounts for any bills, costs or expenses owed to Bank under this Agreement or any Attachment.
- c) Warrant that Customer is fully authorized to effect transaction concerning any account, whether or not in Customer's name, that at Customer's request is the subject of, or is affected by, any Service.
- d) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Customer's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Customer agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Customer further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.
- e) Indemnify and hold Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach or default by the Customer in the performance or observance of this or any other Agreement; (b) any negligence or willful misconduct of the Customer; (c) incorrect, incomplete, or inaccurate data or information furnished by Customer to Bank; (d) any action taken by Bank (i) at the direction of Customer or its agent, (ii) at any direction authenticated by any device, symbol, or code assigned to or chosen by Customer in connection with a Service (unless Bank has actual knowledge that such direction is unauthorized), or (iii) in accordance with the procedures set forth in any Attachment.

3. Bank's Duties. Bank shall:

- a) Instruct Customer and its personnel in the proper use and operation of the Service(s) furnished herewith.
- b) Exercise ordinary care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Customer's account and of any identification device, symbol, or code utilized by Customer in obtaining a Service.
- c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results from any malfunction, including data related processing, that may occur in Customer's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or financial institutions, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.
- d) Consistent with any security procedures agreed upon between Bank and Customer, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) Indemnify and hold Customer harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against Customer to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to Customer shall be limited to direct losses suffered by Customer, not to exceed the sum of the fees and charges then imposed for Services purchased by Customer hereunder for a period of one year.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term.

- a) This Agreement shall remain in full force and effect on the same terms and conditions as expressed herein, or as may be amended, until such time as it is terminated by either party as provided herein. Subject to section 4(b) and 4(c), either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events that shall have previously occurred.
- b) All Services are provided subject to applicable laws and rules. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service may be terminated immediately upon written notice by Bank to Customer.
- c) In the event of Customer's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Customer.

5. Miscellaneous.

Bank may amend this Agreement and any Attachment, including any provision as to fees, by giving Customer prior written notice of the amendment, but this Agreement may not otherwise be amended or assigned except in writing signed by both parties.

- a) Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received at its Payment Solutions Division, Attn: Payments Client Support, 5130 Parkway Plaza Boulevard, 500-96-01-

05, Charlotte, NC 28217-1964, or at such other location as Bank may hereafter provide to Customer in writing; (ii) to Customer when mailed, postage prepaid, or delivered to Customer's current address, as shown on Bank's records.

- b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the applicable Banking Agreement.
- c) This Agreement, together with the applicable Banking Agreement and any applicable Attachments contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an Attachment, the latter provision shall prevail. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.
- d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. This Agreement shall be governed, as to both interpretation and performance by the laws of the State in which Bank's main office is located, without regard to its conflict of laws provisions.
- e) Either party has the option of requiring that all disputes that may arise between the Customer and Bank, or any affiliate of the Bank, related to this Agreement, any Attachment or Services, or any products or investments provided to Customer shall be decided by arbitration held in the city where the Bank's main office is located. The parties are also advised that: (i) Arbitration is final and binding on the parties; (ii) The parties are waiving their rights to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and different from that in court proceedings; (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrator is strictly limited; and (v) The panel of arbitrators may include arbitrators who were or are affiliated with the banking or securities industry. Any arbitration shall be conducted under the Rules of the American Arbitration Association ("AAA"), except that arbitration of disputes involving a Broker-Dealer affiliate of the Bank may be conducted under the Rules of the National Association of Securities Dealers ("NASD") or an Exchange or self-regulatory organization of which the Broker is a member. In matters involving the Broker as a party, the Customer may elect in the first instance whether arbitration shall be by the AAA, NASD, an Exchange or other self-regulatory organization of which the Broker is a member, but if the Customer fails to make such election, by registered letter to the Broker at the Broker's main office, before the expiration of ten days after receipt of a written request from the Broker to make such election, then the Broker may make such election.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the day and year first above written. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein. *Customer further acknowledges and consents to the pre-dispute arbitration clause contained in the paragraph 5(e) above.*

CUSTOMER *

Signed: _____
 By: _____
 Title: _____
 Date: _____

* Individual signing as "Customer" above must be an authorized individual appearing on the ***BB&T Resolution and Agreement for Deposit Account.***

FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:

Name: _____ **Fax # / Email Addr:** _____

BB&T ACH Control ATTACHMENT

This Attachment is made a part of the Treasury Management Agreement, the terms of which are incorporated herein by reference.

BB&T ACH Control (“Service”) is an internet-based solution with three components; ACH Positive Pay, ACH File Control Totals, and ACH Transaction Search. ACH Positive Pay (ACH Account Block) enables a Customer to specifically authorize what received ACH transactions can post to Customer’s BB&T deposit account. ACH File Control Totals enables BB&T ACH Origination Data Transmission Customers to input their file control totals online and receive real time file processing status notifications. ACH Transaction Search enables Customer to inquire on received or originated ACH transactions.

1. General Provisions

- 1.1. Bank will provide Customer and its authorized employees with instructions for establishing, accessing and using the Service. Customer agrees to comply with such instructions, all of which are incorporated herein by reference. The safety and security of these instructions is the responsibility of Customer. Bank will provide Customer with reasonable advance notice of any change in its instructions.
- 1.2. Customer will be solely responsible for establishing and maintaining proper computer, internet, and browser requirements necessary to connect to and use the Service. All computer, internet, and browser requirements must conform to the standards as established from time to time by Bank. Bank will not be responsible for any failure, interruption, or delay in the performance of the Service due to the failure of Customer to conform to Bank’s established requirements. Customer will be responsible for acquiring and maintaining any communication software and equipment for access through a private internet connection.

2. Security Procedures

- 2.1. During Service enrollment, Customer will designate a Service Administrator who will have access to the Service (“Company Administrator”). Once enrollment is complete, Bank will provide the Company Administrator a customer ID, an administrator user ID and initial password. Company Administrator will have authority to perform all actions and transactions available through the Service and is responsible for all settings and administration of the Services including, but not limited to the authority to delegate duties, establish user ID’s, initial passwords, user Service access levels, dual approval and verification settings, Customer and user email notification preferences. Upon initial log-on to the Service Company Administrator will be required to change the initial password to a new personal password pursuant to the instructions provided.
- 2.2. Customer will keep customer ID, user IDs and passwords secure and strictly confidential. Users will not disclose such information to any unauthorized person or share IDs. Customer must notify Bank immediately if it knows or believes that the customer ID or any user IDs or passwords have become known by any unauthorized person. Bank reserves the right to suspend or cancel the customer ID or any user ID or password without notice to Customer if Bank suspects any unauthorized or fraudulent use. Customer will be solely liable for any transaction conducted through the Service initiated through use of a valid customer ID, user ID, and password whether or not such transaction was authorized or conducted by a designated user. Bank will have no liability to Customer for any unauthorized or fraudulent transaction made using a valid customer ID, user ID, and password and Customer will indemnify and hold Bank harmless from and against any loss suffered or liability incurred by or arising from, any transaction initiated through the use of a valid customer ID, user ID, and password.
- 2.3. Customer is solely responsible for ensuring Company Administrator is granted proper ongoing authority to review, select, and commit Customer to any activity by Company Administrator. Company Administrator has several activities that are the sole responsibility of Company Administrator, including but not limited to initially accepting commercially reasonable security measures and any future changes to those commercially reasonable security measures. The on boarding process establishes Company Administrator and Company Administrator accepts the commercially reasonable security measures offered by Bank for Customer’s anticipated use of the Service.
- 2.4. With this service, Customer may choose to receive notifications concerning selected types of events relating to Customer’s accounts or services. Customer may then log on to ACH Control to obtain more

details. Bank accepts no responsibility or liability if Customer does not receive any alerts in a timely manner due to email outages or any other reason.

3. **ACH Positive Pay Service**

- 3.1. Customer establishes and manages authorization records, user entitlements, user limits, and user dual verification and approval. Receive real time email notifications regarding ACH Positive Pay exceptions and approval status.
- 3.2. The Customer shall establish (ACH) Authorization criteria as specified by the Customer for Entries the Customer desires to receive for debit and/or credit to Customer's BB&T deposit account. The Bank will return automatically any Entry which does not meet the Customer's Authorization criteria. The Bank may also return an Entry for any reason that an Entry may be returned under the NACHA Rules. The Bank may pay an Entry which the Customer has authorized the Bank to originate to the customer's account whether or not the Customer has included an authorization for the Entry in their authorization criteria. The Bank may also pay any Entry, reversal or adjustment which the Bank is required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.
- 3.3. The Customer is responsible for providing Authorization criteria in a manner and/or format acceptable to the Bank. Authorization criteria includes Customer's BB&T deposit account number and routing number, debit and/or credit Authorization, if applicable Originating Company ID, Originating Individual ID, Authorization start date and expiration dates, single or recurring, authorization cycle, authorization amount in dollars and cents for fixed or maximum amount.
- 3.4. The Customer agrees to comply with the Operation Rules and procedures of NACHA (National Automated Clearing House Association), as in effect from time to time (the "Rules"), and this Attachment. The Customer agrees to comply with Rules. Copies of the ACH Rules book may be obtained through www.NACHA.org or www.EastPay.org, a regional ACH payment association, of which BB&T is a member. The customer shall perform obligations under this attachment in accordance with all applicable laws and regulations including the sanctioned laws administered by the U.S. Office of Foreign Assets Control (OFC).
- 3.5. NACHA Rules for all Entries. Under the NACHA Rules, credits Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and the Bank don't receive final settlement, the Bank may charge the Customer's account for any amount credited.
- 3.6. When an ACH Authorization expires or service is terminated for any reason, the Bank will no longer be obligated to monitor Entries against Authorization criteria provided by the Customer and the Bank will receive and accept or return Entries to the Customers account in accordance with the Bank's normal business procedures and NACHA Rules.
- 3.7. Customer is responsible for maintaining records with respect to the assigned expiration date for each Authorization. An Authorization will expire on the date or a certain event as indicated by the Customer at time Authorization is established.
- 3.8. If Customer fails to notify Bank by the scheduled cut off time of its decision concerning each Rejected Entry in accordance with the terms of this Attachment, Bank will not post Entry to Customer's account and shall return to the Originator each rejected Entry the Customer has failed to decision.

4. **ACH File Control Total Service**

- 4.1. Customer establishes and manages (add, modify and delete) ACH File Controls Totals authorization records, user entitlements and Customer and user notification preferences. Service is used for submitting ACH File Control Totals for a data transmission file Customer is submitting to BB&T for processing.
- 4.2. Customer is responsible for submitting valid ACH File Control Totals via ACH Control Service in a manner and/or format acceptable to the Bank prior to submitting ACH files to BB&T for processing.
- 4.3. Customer is responsible for establishing Service email notification preferences and monitoring notifications which provide file processing acceptance, suspension status and user statuses for File Control Total user actions (add, modify, delete).

- 4.4. If Customer submits an ACH File via Data Transmission to Bank and Customer fails to submit ACH File Control Totals in accordance with the terms of this Attachment, Bank may suspend processing of Customer's ACH file until valid file control totals are submitted.

5. ACH Transaction Search Service

- 5.1. Customer establishes and manages user access entitlements to Service. Service allows user to view ACH transaction entries that have been received and posted to Customers BB&T deposit account and to view ACH file, batch and transaction details Customer has originated through a BB&T ACH origination service.
- 5.2. ACH received transaction information and ACH origination file, batch and transaction information will be maintained and made available for view through this Service in accordance with banks ACH transaction information retention schedule for this service.

ACH SERVICE ATTACHMENT

THIS ATTACHMENT supplements the Treasury Management Agreement, the terms of which are hereby incorporated by reference

THIS ACH SERVICE ATTACHMENT (this "Agreement") governs all ACH services furnished by Branch Banking and Trust Co., a state banking association organized under the laws of North Carolina (the "Financial Institution") to (the "Customer"), and is furnished to and executed by Customer in connection with Customer's Request for Service, the terms of which are hereby incorporated by reference. In consideration of the furnishing of ACH services by Financial Institution to Customer, Customer agrees to comply with and be bound by the terms hereof. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA (National Automated Clearing House Association) Rules. The Customer is required to understand and comply with the NACHA Rules. Copies of the ACH Rules book may be obtained through NACHA.org or EastPay.org, a regional ACH payment association, of which BB&T is a member. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Financial Institution prepares Entries.

GENERAL PROVISIONS APPLICABLE TO ALL ENTRIES

1. **Compliance with Attachment and Applicable Law.** Customer agrees to initiate credit and debit Entries pursuant to and in accordance with the terms of this Agreement, and to comply at all time with the laws of the states where Customer does business, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("OFAC"), and the rules of the National Automated Clearing House Association (the "Rules").
2. **Transmittal and Monitoring of Entries By Customer.** Customer shall transmit Credit and/or Debit Entries to Financial Institution in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with this Agreement and the Rules, Customer agrees to regularly monitor its return ratio for transmitted Entries. The total dollar amount of Entries transmitted by Customer to Financial Institution across multiple Settlement days shall not exceed the identified exposures as set forth within the Request for Service - ACH Risk Management Worksheet. The types of Entries transmitted by Customer to Financial Institution shall be limited to the types of Standard Entry Class (SEC) as indicated on the Request for Service.
3. **Security Procedures.** The Customer agrees that the authenticity of an Entry will be verified as being that of the Customer using one of the following applicable security procedures:
 - (a) **Electronic Entries Security Procedure.** For any Entries initiated by the Customer by the use of a personal computer, terminal or a touch-tone telephone in connection with ACH Services provided by Financial Institution, Customer will be requested to adhere to the specific Security Guidelines as provided with each ACH product. Customer acknowledges that prior to sending any Electronic Entries using any such Service, Customer is required to complete and deliver to Financial Institution a Request for Service form. If applicable, Financial Institution will provide the Customer with a satellite copy of software and documentation (the "Software" and "Material") to be used by the Customer to generate ACH Entries. Customer agrees that the Software and Material is the property of and considered confidential and proprietary to the interests of Financial Institution, that Financial Institution is entitled to all legal and equitable remedies to protect its interests, and that Customer shall make no claims of any interest or ownership in the Material or Software. Customer agrees that the Software and Material will be maintained as confidential for the sole benefit of Financial Institution, and Customer will not allow the Material or Software to be disclosed, reproduced, copied or otherwise described or used in any way and agrees to warrant such upon the return of the Software and Material to Financial Institution.
 - (b) **Proper Equipment / Maintenance.** Customer shall obtain and maintain in good working order, at Customer's expense, the appropriate communication software and equipment for establishing connection to the ACH Service. Such software and equipment shall conform to the standards established by the Financial Institution and published in the Material. Financial Institution shall not be liable for the failure to perform any services due to improper equipment or failure of equipment, such as telephone lines, modems, communication software, or personal computers maintained by or on behalf of the Customer.
 - (c) **Direct Send / Main Frame Transmission.** Financial Institution shall provide Customer with instructions for accessing the ACH Service and initiating Entries, and with any necessary security user identification. Customer agrees to use the security procedure when delivering Entries or Reversal/Deletion requests to Financial Institution. The purpose of

the security procedure is to verify authenticity of Entries and Reversal/Deletion Requests delivered to Financial Institution in Customer's name and not to detect errors in the transmission or content of Entries. The NACHA Rules govern if they conflict with Financial Institution's User Instructions or Documentation. Financial Institution may, at its option, verify transmission by contacting designated authorized Customer representatives, and Financial Institution may elect not to act on a transmission for Customer's protection, if Financial Institution is unable to obtain proper verification satisfactory to Financial Institution.

- (d) Employee Security / Authorized Representatives. Customer has identified and designated select employees as operators of the ACH Service ("Authorized Representatives"), and has authorized Financial Institution to provide such Authorized Representatives with access to the instructions and Codes for the purpose of originating ACH credits and/or debits to designated accounts. Customer shall be solely responsible for the security of the instructions and Codes and for limiting access thereto, to Authorized Representatives. Customer takes all risks of accidental disclosure or inadvertent use of passwords by any users whatsoever, whether such disclosure or use is caused by Customer negligence or otherwise. Customer will be responsible for all communications received by Financial Institution which are identified by a proper transmission password, whether or not such requests were properly authorized or made by Customer, its agents, representatives, employees or officers, so long as such communications are identified by a correct transmission password. Financial Institution's records and logging system shall be conclusive for transfers and shall be, absent manifest error, binding upon Customer.

4. Processing, Transmittal and Settlement By Financial Institution.

- (a) Except as provided in Sections 5 and 6, Financial Institution shall (i) process properly formatted Entries received from Customer which conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to an ACH Operator chosen by Financial Institution (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.
- (b) The Customer shall deliver the Entry and origination of each transaction to the Financial Institution's Automated Clearing House (ACH) Services Section at the location specified by Financial Institution, not later than the applicable processing deadlines specified by Financial Institution in its ACH User Documentation. The "Settlement Date" with respect to an Entry shall be the day when such Entry is posted to the account of the Financial Institution by the Federal Reserve Bank in accordance with the Rules. Entries will be deemed received by the Financial Institution when the complete file is received by the Financial Institution.
- (c) If any of the requirements of clause (b) of Section 4 are not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

5. On-Us Entries. Except as provided in Section 6, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-us Entry"), Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the Entry is received timely in accordance with section 4(b). If the Entry is not received timely, Financial Institution shall use reasonable efforts to credit the Receiver's account on the next business day following such Effective Entry Date contained in such Entry.

6. Rejection and Return of Entries. Financial Institution may reject any Entry which does not comply with the requirements of Section 2 or 3. Financial Institution shall have the right to reject an On-us Entry for any reason for which an Entry may be returned under the Rules. Financial Institution shall have the right to reject any Entry if Customer has failed to comply with its account balance obligations under Sections 8 and 9 herein. Financial Institution shall promptly notify the Customer of such rejection or of the receipt of a returned Entry from the ACH Operator, and may furnish such notice electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Financial Institution shall have no liability to Customer by reason of the rejection of any such Entry. If Entries are returned or rejected, Customer shall remake such Entries. The Financial Institution shall remake such Entries if rejection or return is due to mishandling by Financial Institution and sufficient data is available to Financial Institution to permit it to remake such Entries.

7. Cancellations or Amendment By Customer. Customer shall have no right to demand the cancellation or amendment of any Entry after its receipt by Financial Institution. However, Financial Institution shall use reasonable efforts to act on a request by Customer for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-us Entry, prior to crediting a Receiver's account.

8. **Payment/Settlement.** Customer shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement on the Settlement Date. If ACH Prefunding Service is used, Customer agrees to pay Financial Institution in available funds the amount of each Entry at the time the Entries are transmitted to Financial Institution. Customer's failure to maintain available funds sufficient to cover Entries may result in additional fees and the Entries may be delayed until Account is funded.
9. **The Account.** Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the primary ACH account(s) identified by Customer held at Financial Institution (the "Account"), and shall credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Customer. Financial Institution shall make such credit as of the day of such receipt. Customer shall at all times maintain a balance of immediately available funds in the Account to cover Customer's obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Financial Institution may debit any account maintained by Customer with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under the Agreement.
10. **Account Reconciliation.** Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Customer's periodic statement. Customer agrees to notify Financial Institution promptly of any discrepancy between Customer's records and the information shown on any such periodic statement in accordance with the provisions of Financial Institution's Commercial Bank Services Agreement ("CBSA"), the terms of which are hereby incorporated by reference.
11. **Customer Representations And Agreements; Indemnity.** Customer agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Customer has authorized the initiation of such Entry and the Crediting and or Debiting of its account in the amount and on the designated effective date., (b) such authorization is operative at the time of transmittal or crediting/debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Customer are limited to those types of Credit/Debit Entries set forth in Section 2, (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have been paid the Receiver, and (f) IAT transactions in accordance with Section 32., 33., and 34., accurate and proper format and classification, originator's name and receiver' name. Customer shall indemnify Financial Institution against any loss, liability, fines or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.
12. **Liability; Limitations On Liability; Indemnity.**
 - (a) Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence in performing those services. Financial Institution shall not be responsible for Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institutions, and no such person shall be deemed Financial Institution's agent. Customer agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Financial Institution is responsible for, any act of omission of Customer or any other person described in this Section 12(a).
 - (b) In no event shall Financial Institution be liable for any consequential, special punitive or indirect loss or damage which Customer may incur or suffer in connection with Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
 - (c) Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's violating

any provision of any risk control program of the Financial Institution (including but not limited to Customer's ACH Exposure limit), or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority.

- (d) Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account resulting from any claim of any person that Financial Institution is responsible for any act or omission of Customer or any other person described in Section 12(a).
- (e) Customer agrees to bear all liability for fines imposed on Financial Institution by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Customer to comply with the terms of this Agreement, the Rules, or any statutory or regulatory enactment. Customer agrees that Financial Institution may collect such fines from Customer in accordance with the terms of Section 16.

13. Compliance With Security Procedure.

- (a) If an Entry (or a request for cancellation or amendment/reversal of an Entry) received by Financial Institution purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry and Customer shall be obligated to pay Financial Institution the amount of such Entry even though the Entry was not authorized by Customer, provided Financial Institution acted in compliance with the security procedures.
- (b) If an Entry received by Financial Institution was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Financial Institution complied with the security procedure referenced to in Section 3 and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

14. Inconsistency Of Name and Account Number. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

15. Notification of Changes. Financial Institution shall promptly notify Customer of all notifications of changes received by Financial Institution related to Entries transmitted by Customer, and may furnish such notification electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Customer is required by the Rules to correct any Entry information required by the received notification of change prior to the initiation/origination of the next such Entry.

16. Payment for Services. Customer shall pay Financial Institution the charges for the services provided for herein in accordance with Financial Institution's standard fee schedule or as otherwise agreed to by Customer. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility OR other similar taxes relating to the services provided for herein, and any fees or charges provided for in any agreement between Financial Institution and Customer with respect to any other account, product or service furnished to Customer by Financial Institution.

17. Amendments. From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any fees or charges for service. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Financial Institution's notice to Customer.

18. Notices, Instructions, Etc.

- (a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.
- (b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Customer may add or delete any Authorized Representative by

written notice to Financial Institution signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective after Financial Institution has a reasonable opportunity to act thereon.

- (c) Except as otherwise expressly provided herein, any notice to Financial Institution shall be delivered, or sent to:

BB&T Treasury Management Client Support
P.O. Box 1016
Charlotte, NC 28201-1016

with copy by facsimile transmission to

BB&T Treasury Management Client Support at fax # 888-586-0539

and, if to Customer, any notice shall be delivered to Customer's address on file with Financial Institution. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

19. Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for three days following the date of their transmittal Settlement Date to Financial Institution as provided here, and shall provide such Data to Financial Institution upon its request. Customer shall retain the original or a copy of each ACH transaction authorization for two years after the Settlement Date, to include any other actions, such as termination or revocation of authorization. Financial Institution shall have the right to review any authorization at any time, and Customer shall provide such authorization to Financial Institution within 3 business days of Financial Institution's request.

20. Termination.

- (a) Either party may terminate this Agreement on 30 days advance written notice to the other party.
- (b) Financial Institution may immediately terminate this Agreement without advance notice if it reasonably believes that (1) Customer has failed to comply with any provision of this ACH Service Agreement, the Rules, or any statutory or regulatory enactment, (2) Customer's financial condition has substantially deteriorated, or (3) continuation of this Agreement will expose Financial Institution to undue risk of loss.
- (c) Any termination of this Agreement shall not affect any of the parties' obligations arising with respect to Entries settled prior to such termination.

21. Miscellaneous.

All electronic media, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Financial Institution in making such information available to Customer shall be paid by Customer.

In the event of any damages for which Financial Institution or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

This Agreement, together with the Commercial Bank Services Agreement (CBSA), Treasury Management Agreement and the Request for Service, is the complete and exclusive statement of the agreement between Financial Institution and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the CBSA, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Financial Institution and Customer will constitute a modification of this

Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Customer regardless of whatever practices and procedures Financial Institution and Customer may use.

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF WEB ENTRIES

23. Customer agrees to employ a commercially reasonable fraudulent transaction detection system.
24. Customer acknowledges that Financial Institution will: (1) with respect to any Entry transmitted to Financial Institution, utilize a commercially reasonable method to establish the identity of the Customer, (2) establish procedures to monitor the credit-worthiness of Customer on an on-going basis, (3) establish an exposure limit for Customer, (4) implement procedures to review that exposure limit periodically, and (5) implement procedures to monitor Entries initiated by Customer relative to its exposure limit across multiple settlement dates. Customer agrees to cooperate with Financial Institution in its performance of the foregoing activities.
25. Customer agrees to use commercially reasonable procedures to verify that routing numbers are valid.
26. Customer agrees to establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's financial institution routing number, account number, and or other identification symbol.
27. Customer agrees to conduct an annual audit, provided to Financial Institution upon request, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution.
28. Customer agrees to obtain the consumer's authorization prior to initiating a debit Entry under this ACH Services Agreement. The authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization be (1) in a writing that is signed or similarly authenticated by the Receiver, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Receiver with a method to revoke their authorization by notifying Customer.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF TEL ENTRIES

29. Customer agrees to (1) employ commercially reasonable procedures to verify the identity of any Receiver, and (2) utilize commercially reasonable procedures to verify that routing numbers are valid.
30. Customer agrees to provide specific information to Receivers during the telephone call as required by the Rules, and to tape record or provide written confirmation of the consumer's authorization.
31. Customer agrees to provide proof of authorizations, to include recorded messages, upon request by Financial Institution and on a periodic basis determined by Financial Institution.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF IAT ENTRIES

32. IAT Entry: A credit or debit Entry that is part of a payment transaction involving a financial agency's office located outside the territorial jurisdiction of the United States. In addition, an IAT Entry is required to include information required by the Travel Rule of the Bank Secrecy Act (BSA): Originator's name; Receiver's name; physical address; and transaction purpose. Meeting these stipulations provides all parties to the transaction the necessary information to comply with U.S. laws, including regulations imposed by OFAC.

33. Customer must properly classify IAT Entries. Customer must at all times maintain a thorough knowledge of all ACH Receiver relationships to avoid the possibility of inadvertently initiating an ACH Entry that should have been classified as an IAT Entry. Improper classification may result in violations of the Rules, OFAC regulations or sanctions, or other Requirements of Law, for example,
- A U.S. dollar domestic ACH transaction that is part of a payment chain that ultimately ends in a Receiver's account, which is located outside the territorial jurisdiction of the United States is subject to the IAT rule.
 - ABC Company makes a pension or payroll direct deposit payment to a retiree or current employee who resides outside the territorial jurisdiction of the United States. The retiree/employee holds an account with a foreign bank in a host country that, in turn, receives ACH transactions with a U.S. routing/ABA number through its foreign bank office or correspondent bank located in the U.S.
34. Third Party Processors acting on behalf of Originators are required to properly classify IAT Entries and comply with IAT Rules and U.S. Law.
35. Customer IAT Origination Authorization and Requirements:
- (a) IAT Origination is prohibited without obtaining Financial Institution's prior approval.
 - (b) If Financial Institution approves Customer for IAT Origination; Customer is responsible to originate IATs as defined in the Rules and in accordance with the Financial Institution's IAT Origination Product Guide.
36. Customer warrants and indemnifies the Financial Institution (ODFI) the following:
- a) IAT Entry contains accurate and complete information as required by Rules and U.S. Law.
 - b) IAT Entry contains accurate and complete Receiver's banking information to allow the RDFI to properly post and provide information about the Entry.
 - c) Indemnify Financial Institution (ODFI) and Gateway Operators from losses associated with Customer's breach of specific warranties for an IAT Entry.
 - d) Compliance with foreign payment system rules. IAT Entry complies with the laws and payment system rules of the receiving country.
 - e) Customer has obtained authorization from Receiver. The form and content of the foreign receiver's authorization, including whether such authorization may be oral, electronic or written shall be governed by the laws and payment system rules of the receiving country.

ADDITIONAL PROVISIONS APPLICABLE TO TRANSMISSION OF ACH ENTRIES BY COMPANY ACTING AS A THIRD PARTY SENDER OR THIRD PARTY SERVICE PROVIDER FOR THIRD PARTY ORIGINATORS.

37. Customer serving as a Third-Party Sender or Third Party Service Provider will not transmit entries on behalf of Originators until (1) Customer has obtained Financial Institution's approval of such Originators, which approval is subject to Financial Institution's policies and procedures, and either (2) such Originator and Financial Institution have entered into a contractual agreement under which the Originator agrees to be bound by the NACHA Operating Rules, or (2) any such Originator has entered into an appropriate agreement with Customer under which such Originator is bound by the NACHA Operating Rules as in effect from time to time and acknowledges that entries may not be initiated that violate the laws of the United States.
38. At the time of each transmission of Entries to Financial Institution, Customer warrants that any agreement between as such Originator and Customer has not been terminated, and that the Customer has no knowledge of the revocation of the Receiver's authorization or the termination of the relationship between the Receiver and the Receiver's Financial Institution (RDFI).
39. Financial Institution will require Risk Exposure Limits for Customer acting as Third-Party Sender or Third-Party Service Provider and will monitor entries transmitted to Financial Institution relative to their Exposure Limits, across multiple settlement dates.
40. Customer agrees to employ commercially reasonable procedures to ensure physical security and confidentiality of ACH file data, and that ACH files are handled accurately and on time.

41. Financial Institution will require Risk Exposure Limits for Customer acting as Third-Party Sender or Third-Party Service Provider and will monitor entries transmitted to Financial Institution relative to their Exposure Limits, across multiple settlement dates.
42. Customer agrees to employ commercially reasonable procedures to ensure physical security and confidentiality of ACH file data, and that ACH files are handled accurately and on time.

**ADDITIONAL PROVISIONS APPLICABLE TO:
ORIGINATION OF BACK OFFICE CONVERSION ENTRIES (BOC) and
ORIGINATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES (ARC)**

CUSTOMER OBLIGATIONS;

43. MICR Capture Requirement. Customer agrees to use a reading device to capture the Receiver's routing number, account number, and check serial number from the MICR line of the Receiver's source document. Customer agrees the amount of the Entry is in accordance with the source document.
44. Re-Presentation. Customer agrees the source document to which the Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC or ARC Entry is returned by the RDFI. This warranty runs to any other party that may be liable on the source document.
 - a. Customer agrees to provide Financial Institution instructions in accordance to its procedures to electronically re-present a check or Entry returned for insufficient funds or uncollected funds.
 - b. Customer agrees not to reinitiate a returned Entry more than two times following the return of the original Entry, and not to reinitiate an Entry unless it is within 180 days of the settlement date of the original Entry.
45. Retention/Copy of Source Document. Customer agrees to employ commercially reasonable methods to securely store (1) all source documents until destruction, and (2) all banking information relating to entries. Customer also agrees to establish policies and procedures to destroy the source document as soon as is reasonable to protect against the risk of fraud or erroneous Entry of the check into the check processing system. Until such time that the source document is destroyed by the Customer, it must be securely stored using commercially reasonable methods. A commercially reasonable system, technology, practice, or procedure is one that corresponds to commonly accepted commercial practices among commonly situated Customers conducting similar types of transactions. When choosing a commercially reasonable method for secure data storage, Customer should consider following guidance provided by the Federal Trade Commission for complying with the Safeguards Rule, which implements security measures within the Gramm-Leach-Bliley Act.
46. Collection Fees. Customer agrees no fees may be added to the amount of the source document when it is transmitted as a BOC or ARC electronic Entry. If Customer elects to assess a collection fee for a returned check or electronic Entry returned for insufficient funds or uncollected funds, Customer agrees;
 - a. To provide Financial Institution instructions in accordance to its procedures to electronically charge or draft the Receiver's account a separate processing fee up to the maximum fee permissible under state law for a returned check or electronic Entry returned for insufficient funds or uncollected funds.
 - b. To obtain the Receiver's authorization for such Entry in the manner specified by the ACH Rules.
 - c. To provide notice for BOC Entry to Receiver at either the point of purchase or a manned bill payment location the Customer's intent to charge Receiver, in addition to any fees the Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.
 - d. To provide notice for ARC Entry to Receiver in a clear and conspicuous manner on or within its billing statement to the Receiver of its intent to charge Receiver, in addition to any fees the Receiver's bank may charge, an additional processing fee up to the maximum fee permissible under state law for an Entry returned for insufficient funds or uncollected funds.
 - e. The minimum notice language will include the following, or substantially similar, language:
 - f. For you convenience, "if your check or electronic funds transfer is returned for insufficient funds or uncollected funds, you authorize us to use information from your check to electronically debit your account a processing fee of \$ [CUSTOMER TO INSERT THEIR STATE'S MAXIMUM FEE AMOUNT]."

**ADDITIONAL PROVISIONS APPLICABLE TO:
ORIGINATION OF BACK OFFICE CONVERSION ENTRIES (BOC)**

47. Source Documents. Customer agrees to use a check as a source document for the initiation of an BOC Entry only if it has been provided to the Customer at either the point of purchase or a manned bill payment location. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-Us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed and signed by the Receiver.
48. The following may not be used as source documents for entries: checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party checks or sharedrafts; demand drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a financial institution (e.g., travelers checks, cashier's checks, official checks, money orders, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or local government that are not payable through or at a Participating DFI; or checks or sharedrafts payable in a medium other than United States currency.
49. Verification of Receiver's Identity. Customer agrees prior to originating a BOC Entry, to use a commercially reasonable procedure to verify the Receiver's identity. Examples of commercially reasonable means of verifying the Receiver's identity include, but are not limited to, the examination of a photo identification (e.g., driver's license, passport, other photo ID), use of a retailer preferred card, check verification services, etc.
50. Retailer Telephone Number. Customer agrees to maintain a working telephone number that is answered during the Originator's normal business hours for Receiver inquiries regarding BOC transactions. The person answering this telephone number must be capable of supporting and responding to questions about specific BOC entries to a Receiver's account and not limited to the provision of general information about the back office conversion application. This telephone number must also be displayed on the required notice for BOC entries.
51. Posted Notice Requirements. Customer agrees that prior to the receipt of each source document used as the basis for the origination of a BOC Entry, the Customer must post a notice in a prominent and conspicuous location at the point of purchase or manned bill payment location that includes the following, or substantially similar language:
- i. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. For inquiries, please call insert <Customer's phone number>".
52. Notice Copy Requirements. Customer agrees to provide a copy of the notice to the Receiver at the time of the transaction. The notice copy is required to include the following, or substantially similar language:
- i. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call insert <Customer's phone number>".
53. OPT Out Requirement. Customer agrees to allow Receivers to opt out of BOC check conversion and to establish reasonable procedures under which a Receiver may notify the Customer, at the point of purchase, that a particular check does not authorize an ACH debit Entry to the Receiver's account.

**ADDITIONAL PROVISIONS APPLICABLE TO:
ORIGINATION OF ACCOUNTS RECEIVABLE CONVERSION ENTRIES (ARC)**

54. Source Documents. Customer agrees to use a check as a source document for the initiation of an ARC Entry only if it has been sent through the U.S. mail or delivered to a dropbox. To be used as a source document for this type of transaction, the check or sharedraft must (1) contain a pre-printed serial number, (2) not contain an Auxiliary On-Us Field in the MICR line, (3) be in an amount of \$25,000 or less, and (4) be completed and signed by the Receiver.
55. The following may not be used as source documents for entries: checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line; checks or sharedrafts in an amount greater than \$25,000; third-party checks or sharedrafts; demand

drafts and third-party drafts that do not contain the signature of the Receiver; checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit; checks drawn on an investment company as defined in the Investment Company Act of 1940; obligations of a financial institution (e.g., travelers checks, cashier's checks, official checks, money orders, etc.); checks drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; checks drawn on a state or local government that are not payable through or at a Participating DFI; or checks or sharedrafts payable in a medium other than United States currency.

56. Authorization/Notification Requirements. Customer agrees to provide notice in a clear and conspicuous manner to the Receiver, prior to the receipt of each source document that will be used as the basis for the origination of an ARC Entry, that receipt of the Receiver's check will be deemed to be the Receiver's authorization for an ACH debit Entry to the Receiver's account, in accordance with the terms of the source document. The check will be used solely as a source document for capturing the Receiver's routing number, account number, check serial number, and dollar amount of the Entry. The provision of the notice by the Customer to the Receiver and the receipt of the source document together constitute authorization of the ARC Entry.
57. Customer agrees the notice language will include the following, or substantially similar, language:
 - i. "When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution."
58. OPT Out Requirements. Customer agrees to allow Receivers to opt out of ARC check conversion, and will establish reasonable procedures under which Receivers may notify Customer that their checks are not to be converted.

BB&T CashManager OnLine®**ATTACHMENT**

This Attachment is made a part of the Treasury Management Agreement, which terms are incorporated herein by reference.

BB&T CashManager OnLine is an internet-based information reporting and transaction initiation system providing real-time access to Customer accounts. Through a single Internet access point, Customer can access account information, place stop payments, initiate wire transfers and ACH payments, transfer funds between accounts, provide Positive Pay and Reverse Positive Pay decision instructions, and choose to receive notifications for Customer's accounts or services.

1. Instructions

- 1.1 Bank shall provide Customer and its authorized employees with instructions for accessing and using CashManager OnLine. Customer agrees to comply with such instructions, all of which are incorporated herein by reference. The safety and security of these instructions is the responsibility of Customer. Bank will provide Customer with reasonable advance notice of any change in its instructions.
- 1.2 Customer shall be solely responsible for establishing and maintaining proper computer, internet and browser requirements necessary to connect and use CashManager OnLine. All computer, internet and browser requirements must conform to the standards as established from time to time by Bank. Bank shall not be responsible for any failure, interruption or delay in the performance of CashManager OnLine due to the failure of Customer to conform to the Bank's established requirements. If applicable, Customer shall be responsible for acquiring and maintaining any communication software and equipment for transactions through a private dial-up connection.
- 1.3 Services that are available through CashManager OnLine will require Customer enrollment. Customer's account will be automatically billed for those enrolled services according to the current fee schedule.
- 1.4 Customer may elect to receive the Bank's Data Exchange Service in connection with CashManager OnLine. The Data Exchange Service consists of centralized receipt and reporting of Customer's account information from participating financial institutions and other third party vendors ("Inbound Data Exchange") and the transmission of the Customer's account and transaction information to third party financial institutions and vendors ("Outbound Data Exchange"). Customer may select Inbound Data Exchange, Outbound Data Exchange or both. Customer must provide Bank with at least thirty days prior notice of the addition or deletion of Inbound or Outbound Data Exchange Services. By electing and participating in the Outbound Exchange Service, Customer consents to the transmission of its account and transaction information to the necessary third parties or any other source of such information or data. Bank assumes no liability for the ability or willingness of other financial institutions to participate in the Service, or for the correctness, accuracy, completeness, integrity or timeliness of any information or data whether (a) received by Bank from Customer, a third party financial institution or other source of information or (b) transmitted, reported, communicated or broadcast by any such party.
- 1.5 Customer acknowledges that all accounts that are linked through CashManager OnLine are business accounts and not accounts established primarily for personal family or household purposes. Accordingly, the provisions of the Electronic Funds Transfer Act, Regulation E do not apply to any transfers made to or from such accounts in accordance with this Agreement.
- 1.6 Customer may elect to have accounts of another Customer/organization reported to Customer through CashManager OnLine. Customer agrees that, for each such account, the Customer/organization will provide Bank with its written authorization, in a form acceptable to Bank, for Bank to make that customer/organization's account information available to Customer. However, Customer does not need to provide Bank with such written authorization if (1) the other customer/organization's account are domiciled in the United States of America and (2) Customer represents and warrants that such other customer/organization is a U.S. Subsidiary and that it has authorized Bank to make its account information available to Customer.

2 Security Procedures

- 2.1 During enrollment of CashManager OnLine, Customer may designate person(s) who will have access to CashManager OnLine (“Company Administrators and Company Operators”). Once enrollment is complete, Bank will mail the Customer Administrator a Customer ID and an Operator ID and initial Password and Security Tokens for each designated Company Operator. Upon initial log-on to CashManager OnLine each Administrator and Operator will be required to change his or her initial Password to a new personal Password pursuant to the instructions provided. Once Company Operators are enrolled and services are granted by the Company Administrator, each Company Operator will have authority to perform all actions and transactions available through CashManager OnLine that has been provided to them unless Bank permits limitations of that authority and Customer identifies, in accordance with Bank’s procedures, the appropriate limitations applicable to that designated Company Operator. Each Company Operator may individually perform any actions or transactions on Customer’s accounts regardless of whether he/she is otherwise an authorized signer on any such accounts. Should Customer request Bank to revoke or change a Company Administrator, Customer must notify Bank of such revocation or change in writing and in accordance with Bank procedures. Bank will have a reasonable period of time to act on such revocation or change before it becomes effective. Customer must designate, in accordance with Bank procedure, one or more representatives who are permitted to designate a Company Operator or revoke the authority of any existing Company Operator. Customer may use a Primary Company Administrator designation to control each Customer Operator’s specific authorizations, assignments and entitlements to perform any actions or transaction on Customer’s accounts. If Customer elects this option, Customer authorizes Bank to act upon this election and the authorization shall remain in effect until written notice is received and processed by the Bank.
- 2.2 Customer agrees that Bank may send confidential mailings, including Customer ID, Passwords, and Security Token information to the current address in Bank’s records whether or not that address includes a designation for delivery to the attention of any particular individual. Customer further agrees that Bank will not be liable in any way in the event that properly addressed information is intercepted by an unauthorized person either in transit or at Customers’ place of business.
- 2.3 Customer agrees to keep its Customer ID, Passwords, and Security Tokens secure and strictly confidential, providing such only to authorize Company Operators and to instruct each Company Operator that he or she is not to disclose such information to any unauthorized person. Customer must notify Bank immediately if it is known or believed that the Customer ID, any Passwords, or Security Tokens has become known or gotten in the hands of any unauthorized person. Bank reserves the right to suspend or cancel the Customer ID, any Passwords, or Security Tokens without notice to Customer if Bank suspects any unauthorized or fraudulent use. Customer further agrees to be solely liable for any transaction conducted through BB&T CashManager OnLine initiated through use of a valid Customer ID and Password whether or not such transaction was authorized or conducted by a designated Company Operator. The Bank shall have no liability to Customer for any unauthorized or fraudulent transaction made using a valid Customer ID, Password, and Security Token and Customer shall indemnify and hold Bank harmless from and against any loss suffered or liability incurred by or arising from, any transaction initiated through the use of a valid Customer ID, Password, and Security Token.
- 2.4 Customer is solely responsible for ensuring Company Administrator is granted proper ongoing authority to review, select and commit the Customer to any activity by the Company Administrator. Company Administrators have several activities that are the sole responsibility of the Company Administrator, including but not limited to initially accepting commercially reasonable security measures and any future changes to those commercially reasonable security measures. Commercially reasonable security measures appropriate for Customer’s activity offered by the Bank are contained in the Standard Security Protocol for BB&T CashManager OnLine, hereby incorporated by reference, or Customer’s rejecting that set of commercially reasonable measures and choosing the Customer’s alternative set of security measures. The on boarding process establishes the Company Administrator and the Company Administrator accepts or rejects the commercially reasonable security measures offered by the Bank for the Customer’s anticipated use of CashManager OnLine.

3 Account Information

- 3.1 Customer can select from a variety of Reporting formats during the enrollment process that may include different combinations of account balances and activity information. Reports are available on a current-day or previous-day basis. Information on accounts will be maintained for up to 186 calendar days. Balances in accounts may represent conditional balances subject to adjustment.

4 Account Transfers

- 4.1 Customer may initiate transfers between any of its business accounts at Bank. Bank will rely upon any transfer instruction transmitted through a valid Operator ID, Password, and Security Token as properly authorized instructions to execute such transfers, subject to any applicable restrictions on the number of transfers governing such account(s). Bank will execute any transfer request on the business date received provided such requests are received by Bank prior to 9:00 p.m. (7:00 p.m. Commercial Loan Transfers) Eastern Time. By initiating any transfer, Customer assumes full responsibility for verifying the availability of collected funds at the time of the request.
- 4.2 The Bank is under no obligation to honor either partially or entirely, any transfer request that exceeds the available funds in Customer's account. If Bank in its sole discretion creates an overdraft to complete a transfer, Customer agrees to repay the Bank upon demand, together with any applicable interest or fees and if necessary, the costs of collection.
- 4.3 Customer may elect to have funds transferred to or from accounts of another customer/organization using the Account Transfer service within CashManager OnLine. Customer agrees that, for each such account, the customer/organization will provide Bank with its written authorization, in a form acceptable to Bank, for Bank to make that customer/organization's account information available to Customer. However, Customers does not need to provide Bank with such written authorization if (1) the other customer/organization's account(s) are domiciled in the United States of America and (2) Customer represents and warrants that such other customer/organization is a U.S. Subsidiary and that it has authorized Bank to make its account information available to Customer.

5 Stop Payments

- 5.1 Customer may initiate stop payment requests or cancellations of a stop payment order in the form and manner specified in CashManager OnLine. Customer must provide the account number, check serial number, exact check amount, and stop payment reason in order for the stop payment instructions to be effective. A stop payment instruction (or instruction to cancel) must be received no later than 9:00 p.m. Eastern Time. Unless Bank agrees otherwise, stop payment orders are effective for the duration that Customer has selected and unless the order is properly renewed before it expires, Bank may pay the item if it is subsequently presented for payment.
- 5.2 All stop payment orders are subject to verification that the check in question was not paid prior to Bank's receipt and processing of the instruction. All stop payment cancellations are subject to verification that a stop payment instruction existed prior to Bank's receipt and processing of such cancellation request. Bank shall not be responsible for any checks paid by Bank before it had time to affect Customer's stop payment order, or for any checks stopped by Bank before it has time to effect Customer's cancellation instruction.
- 5.3 Bank shall not be liable for paying a check on which a stop payment has been placed if the check was improperly encoded by another financial institution, contained no serial number, or was unidentifiable by Bank. In the event Bank pays any check upon which Customer has placed a valid stop payment order, Bank will be liable to Customer only for any actual loss resulting from such payment. In no event shall Bank be liable to Customer if such payment causes other items drawn on Customer's account to be returned for insufficient funds. Bank's maximum liability for paying over a stop payment order shall be limited to the amount of the check subject to such order. In the event of any such liability, Customer shall assign any claim or right that Customer has against the payee of the check with respect to the transaction out of which the check arose.

6 **Positive Pay**

- 6.1 Bank's Positive Pay service is designed to help Customer detect unauthorized, counterfeit, altered or otherwise fraudulent checks on Customer designated account(s), by comparing issued check (and any voided check) information provided to Bank by Customer, against the checks that posted to the account, the Service is provided through CashManager OnLine.
- 6.2 **Issue File Processing** Each business day, Customer imports or transmits to Bank "issue files" containing information, including check number, dollar amount and optional payee name, about each check Customer has issued (or voided, if any) since Customer's previous transmission. Bank recommends that Customer provides this information to Bank at least 2 business hours before distributing the checks to the Customer's payees. Bank processes issue files that are received between 8:00 a.m. and 3:45 p.m. Eastern Time on the same business day. Files received outside of those hours or on any day that is not a business day will be processed after 8:00 a.m. on the next business day. Bank will rely on the accuracy of all information received from Customer issue files and void files, and Bank will have no responsibility to verify any such information or to detect any errors.
- 6.3 **Exception Items** Posted checks that match the data provided by Customer by check number and amount will remain paid. Any checks that do not match are considered suspect or exception items. If a check that Bank has identified as suspect is presented to Bank for cashing over the teller line, Bank will not pay it and will refer presenter back to the Customer. If a check that matches in check number and amount is presented to Bank for cashing over the teller line and the payee name, if provided by the client, does not match the name viewed on the check by the teller, Bank may not pay it and will refer presenter back to the Customer. Customer agrees that Bank may make the decision at the Bank branch whether to pay or not pay any such items.

Bank first manually examines all suspect items for encoding errors, misreads of check numbers and the like, and Bank may correct any such errors. The remaining suspect items from the previous business day, if any, are reported to the Customer in an exception report via CashManager OnLine, by 10:00 a.m. Eastern Time each business day.

Customer may also view images to assist in making pay or return decisions of exception items through CashManager OnLine. If an electronic image of any given item is not available, upon request Bank will attempt to provide Customer a copy through alternate means. However, Customer acknowledges that if Bank is unable to provide either an electronic image or other copy, it will not extend the deadline, which Customer must notify Bank of Customer's pay or return decisions.

On the same Business Day that Customer receives the exception report, Customer must notify Bank through CashManager OnLine no later than 2:00 p.m. Eastern Time concerning which checks Customer wants Bank to pay and which checks Customer wants Bank to return, by selecting the appropriate decision reason. If Customer fails to notify Bank by 2:00 p.m. Bank will handle all of that day's exception items according to the default procedure Customer has previously selected, which may be either "pay all" or "return all."

Customer authorizes Bank to pay or return checks pursuant to Customer instructions or the default procedure Customer has chosen. Bank will have no liability to Customer or any other person, under a theory of wrongful dishonor or any other theory, for returning any item according to Customer instructions or the default procedure. If any check must be reissued to the payee or bearer, it is Customer's sole responsibility to do so. Also, Bank will have no liability to Customer or any other person for paying any fraudulent or other exception item if: (i) it is listed on the exception report; and (ii) Customer has not chosen "return all" as the default procedure; and (iii) Customer fails to give Bank instructions to return it by the required deadline.

- 6.4 **Other Procedures** Customer acknowledges that Bank's normal check processing procedures will continue to apply to the extent not superseded by Customer's use of Positive Pay. Among other things, this means that a given check may be returned unpaid for any reason permitted under applicable law or Customer's CBSA, even when Customer's Positive Pay instructions or the default procedure would not otherwise require it to be returned.

- 6.5 Postdated Checks If Customer places a future date on any check (a “postdated” check), Customer agrees that Bank may disregard the date and pay the check before that date if it is otherwise properly payable, even if Customer has given Bank notice of the postdating. Bank does not consider postdating to be one of the suspect or exception criteria under the Positive Pay service. Therefore, any postdated checks that match Customer’s issue list by item number and amount will not appear on Customer’s exception reports and will be paid unless returnable for some other reason.
- 6.6 Prohibited Purposes Customer agrees to use the service only for its intended purpose, which is to detect and enable Customer to return fraudulent items, and not to use it as a substitute for stop payment orders or to avoid stop payment fees on checks that Customer does not suspect in good faith to be fraudulent. If Bank believes that Customer may be using the Service for such a prohibited purpose, Bank may require Customer to submit evidence that checks Bank has returned in the past or that Bank is being asked to return on the current business day, whether pursuant to Customer instructions or the “return all” default procedure, were or are actually fraudulent (or at least reasonably suspected to be so). Bank may also close Customer’s account and/or terminate Customer’s use of the service or all services if Customer engages in such prohibited activity.
- 6.7 Payee Positive Pay To the extent applicable, the provisions above relating to Positive Pay will also apply to Payee Positive Pay.

7 Reverse Positive Pay

- 7.1 With this service, Customers do not send Bank check issue/void files in advance to the Bank. Rather, each business day Bank either makes available to Customer through CashManager OnLine, or transmits to Customer via some other agreed upon means, information about the previous business day’s posted check activity. Customer then compares the posted check information against Customer’s check register, and Customer must notify Bank by 2:00 p.m. Eastern Time (unless some other deadline has been communicated to Customer) of any items Customer wishes to return or that need to be corrected due to encoding or other errors. If Bank does not receive any notice from Customer by the deadline, the default procedure with Reverse Positive Pay is to pay all items that are properly payable under our normal processing procedures.
- 7.2 Reverse Positive Pay does not protect the Customer against losses associated with checks presented for cashing at our financial centers when cashed in accordance with the Bank’s standard check cashing procedures. Customer shall be responsible for paying such items in accordance with the CBSA and Bank shall not be liable to Customer for such items returned through the Reverse Positive Pay service.
- 7.3 To the extent applicable, the provisions above relating to Positive Pay will also apply to Reverse Positive Pay.

8 Images of Paid Checks, Deposits & Deposited Items, and Returned Deposited Items

- 8.1 Through CashManager OnLine, Customer may view digital images of cancelled (paid) checks, deposit slips and accompanying items, and returned deposited checks. Online images may be viewed only for such periods of time as Bank may establish and older images may be sent via secure email to the Customer.
- 8.2 As is common industry practice with various check “truncation” or “safekeeping” services, Bank destroys the original checks but retains the images for at least the number of years required by law. If an image of a check is missing or is illegible, Bank will attempt to provide Customer with a legible copy upon Customer’s request, if Customer gives Bank adequate information to identify the specific item. However, Bank will have no liability to Customer if Bank is unable to provide a copy within Customer’s requested timeframe, or at all, due to any reason other than our gross negligence, willful misconduct or criminal conduct. Bank reserve the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond our control.

9 Wire Transfer

- 9.1 All payment orders shall be governed by the Uniform Commercial Code Article 4A. Bank will use its best efforts to execute each payment order it receives in the name of Customer as sender, on the business day received, provided (i) the payment order is received by Bank in the required medium and prior to any established cut-off times, and (ii) payment order does not violate any provision of any present or future bank regulatory statute, rule, circulars, regulation or risk control program. (iii) the payment order requests a debit to an account of Customer designated for that purpose (“Authorized Account”), and (iiii) Customer has sufficient funds on deposit in the Authorized Account and available for withdrawal. Payment orders received after the daily deadline, on weekends, or on holidays of Bank shall be treated as if they were received on the Bank’s next banking day.
- 9.2 Customer will not be able to cancel or amend a payment order after it has been transmitted to Bank. If Customer attempts to cancel or amend a payment order, Bank will endeavor to comply with said request, but will not be liable for failure or inability to effect such cancellation or amendment, and Customer shall remain obligated to Bank for the full amount of the payment order in the event that such cancellation or amendment is not effected.
- 9.3 Bank shall only be deemed to have accepted a payment order upon its execution. Bank is permitted to reject any payment order but will notify Customer of such rejection. In the event the Bank fails to give notice of rejection, Bank shall be liable to Customer only for interest on the amount of the payment order. If Bank fails or delays in making a transfer pursuant to a proper payment order, or if Bank makes a transfer in an amount that is less than the amount of the payment order, Bank’s liability shall be limited to interest on the amount not transferred, calculated from the date on which the transfer was to be made until the date it actually was made or the payment order was cancelled. If Bank makes a transfer in an amount that exceeds the payment instruction amount, Bank’s liability shall be limited to a refund of the amount erroneously transferred plus interest thereon from the date of the transfer to the date of refund, but in no event to exceed 30 days interest. Interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered, computed on the basis of a 360-day year.
- 9.4 Bank will generally use the Fedwire funds transfer system for domestic funds transfer, and the funds transfer system operated by the Society for Worldwide Interbank Financial Telecommunications (SWIFT) for international funds transfers. International funds transfers may also be initiated through the Clearing House Interbank Payment System (CHIPS) or international cable. However, Bank may use any means or routes that Bank, in its sole discretion, may consider suitable for the transmission of funds. Each payment order, or cancellation thereof, carried out through a funds transfer system or a clearinghouse will be governed by all applicable funds transfer system rules, clearing house rules or clearing arrangements and Customer acknowledges that Bank’s right to reverse, adjust, stop payment or delay posting of an executed payment order is subject to the laws, regulations, rules, circulars and arrangements described herein.
- 9.5 If an international wire transaction for future dated settlement through CashManager OnLine involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchanges on the transfer date in accordance with our normal procedures. Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations between the time you initiate the future dated wire transfer and the time the transfer is completed.
- 9.6 Customer is solely responsible for accurately identifying the beneficiary and beneficiary bank. If a payment order describes a beneficiary inconsistently by name, account number, or other identifier number, the beneficiary’s bank may make payment on the basis of the account number alone or other identifier number alone. If a payment order identifies a beneficiary bank inconsistently by name, ABA routing number, or other beneficiary bank identifier, Bank may rely on the ABA routing number or other beneficiary bank identifier in executing the payment order; And/or, If a payment order identifies a Receiving Bank and/or Intermediary Bank, the Bank may rely on such payment order instructions provided by the Customer. In any of these cases, Bank is not obligated to detect such errors and Customer assumes the risk of any loss resulting there from.

- 9.7 Bank may debit the Authorized Account for any payment order executed by Bank even if such debit creates or increases an overdraft in that account. In the event an overdraft is created or increased, Customer shall deposit sufficient funds to pay the amount of the overdraft by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. In the event there are not sufficient funds in Customer's Authorized Account(s) to cover its obligations hereunder, Bank may debit any account of Customer with Bank or any affiliate of Bank, or may set-off such obligations against any amount it owes to Customer.
- 9.8 The Bank is under no obligation to honor either partially or entirely, any payment request that exceeds the available funds in Customer's account. If Bank in its sole discretion creates an overdraft to complete a payment, Customer agrees to repay the Bank upon demand, together with any applicable interest or fees and if necessary, the costs of collection. If Bank in its sole discretion chooses not to create an overdraft to complete a payment denominated in a currency other than the currency in which the relevant account is denominated, Customer agrees to repay the Bank upon demand for currency purchased to complete the transaction at a current rate of exchange on the reversal date.
- 9.9 Bank shall not be liable for any failure or delay in the performance of any of its obligations hereunder which are not within its direct and reasonable control and which is caused by **Force Majeure** or any: act of God; act of a governmental or military authority or agency; fire, flood, earthquake, windstorm or other natural calamity, labor disturbance, lockout or strike; war; riot; Bank's inability to obtain labor, materials or transportation on time; telecommunications failure or interruption of service or data/word-processing failure or interruption of service (whether of hardware, software or both) or any other cause beyond the party's reasonable control, whether similar or dissimilar to any of the recited events.

10 Automated Clearing House (ACH)

In consideration of the furnishing of ACH services by Bank to Customer, Customer agrees to comply with and be bound by the terms hereof. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA Rules. The Customer is required to understand and comply with the Rules. Copies of the Rules may be obtained through NACHA.org. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries.

GENERAL PROVISIONS APPLICABLE TO ALL ENTRIES

- 10.1 Compliance with Attachment and Applicable Law. Customer agrees to initiate credit and debit Entries pursuant to and in accordance with the terms of this Agreement, and to comply at all time with the laws of the states where Customer does business, the laws of the United States of America, including but not limited to promulgations of the Office of Foreign Asset Control ("OFAC"), and the rules of the National Automated Clearing House Association (the "Rules").
- 10.2 Transmittal and Monitoring of Entries By Customer. Customer shall transmit Credit and/or Debit Entries to Bank in the agreed upon medium and format and will use the highest level of security inherent in the system, including all password controls. In order to facilitate compliance with this Agreement and the Rules, Customer agrees to regularly monitor its return ratio for transmitted Entries. The total dollar amount of Entries transmitted by Customer to Bank across multiple Settlement days shall not exceed the identified exposures as set forth within the Request for Service - ACH Risk Management Worksheet. The types of Entries transmitted by Customer to Bank shall be limited to the types of Standard Entry Class (SEC) as indicated on the Request for Service and approved by the Bank.. Bank reserves the right, in its sole discretion, to not offer and/or approve the Customer to originate certain types of ACH entries including, but not limited to IAT, WEB, TEL Standard Entry Class (SEC).
- 10.3 Security Procedures. The Customer agrees that the authenticity of an Entry will be verified as being that of the Customer using one of the following applicable security procedures:
- (a) Electronic Entries Security Procedure. For any Entries initiated by the Customer by the use of a personal computer, terminal or a touch-tone telephone in connection with ACH Services provided by Bank, Customer will be requested to adhere to the specific Security Guidelines as provided with each ACH product. Customer acknowledges that prior to sending any Electronic Entries using any such Service, Customer is required to complete and deliver to Bank a Request for Service form. If applicable, Bank

will provide the Customer with a satellite copy of software and documentation (the "Software" and "Material") to be used by the Customer to generate ACH Entries. Customer agrees that the Software and Material is the property of and considered confidential and proprietary to the interests of Bank, that Bank is entitled to all legal and equitable remedies to protect its interests, and that Customer shall make no claims of any interest or ownership in the Material or Software. Customer agrees that the Software and Material will be maintained as confidential for the sole benefit of Bank, and Customer will not allow the Material or Software to be disclosed, reproduced, copied or otherwise described or used in any way and agrees to warrant such upon the return of the Software and Material to Bank.

- (b) Proper Equipment/Maintenance. Customer shall obtain and maintain in good working order, at Customer's expense, the appropriate communication software and equipment for establishing connection to the ACH service. Such software and equipment shall conform to the standards established by the Bank and published in the material. Bank shall not be liable for the failure to perform any services due to improper equipment or failure of equipment, such as telephone lines, modems, communication software, or personal computers maintained by or on behalf of the Customer.
- (c) Direct Send / Main Frame Transmission. Bank shall provide Customer with instructions for accessing the ACH Service and initiating Entries, and with any necessary security user identification. Customer agrees to use the security procedure when delivering Entries or Reversal/Deletion requests to Bank. The purpose of the security procedure is to verify authenticity of Entries and Reversal/Deletion Requests delivered to Bank in Customer's name and not to detect errors in the transmission or content of Entries. The NACHA Rules govern if they conflict with Bank's User Instructions or Documentation. Bank may, at its option, verify transmission by contacting designated authorized Customer representatives, and Bank may elect not to act on a transmission for Customer's protection, if Bank is unable to obtain proper verification satisfactory to Bank.
- (d) Employee Security / Authorized Representatives. Customer has identified and designated select employees as operators of the ACH Service ("Authorized Representatives"), and has authorized Bank to provide such Authorized Representatives with access to the instructions and Codes for the purpose of originating ACH credits and/or debits to designated accounts. Customer shall be solely responsible for the security of the instructions and Codes and for limiting access thereto, to Authorized Representatives. Customer takes all risks of accidental disclosure or inadvertent use of passwords by any users whatsoever, whether such disclosure or use is caused by Customer negligence or otherwise. Customer will be responsible for all communications received by Bank which are identified by a proper transmission password, whether or not such requests were properly authorized or made by Customer, its agents, representatives, employees or officers, so long as such communications are identified by a correct transmission password. Bank's records and logging system shall be conclusive for transfers and shall be, absent manifest error, binding upon Customer.

10.4 Processing, Transmittal and Settlement By Bank.

- (a) Except as provided in Sections 5 and 6, Bank shall (i) process properly formatted Entries received from Customer which conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution to an ACH Operator chosen by Bank (the "ACH Operator"), and (iii) settle for such Entries as provided in the Rules.
- (b) The Customer shall deliver the Entry and origination of each transaction to the Bank's Automated Clearing House (ACH) Services Section at the location specified by Bank, not later than the applicable processing deadlines specified by Bank in its ACH User Documentation. The "Settlement Date" with respect to an Entry shall be the day when such Entry is posted to the account of the Bank by the Federal Reserve Bank in accordance with the Rules. Entries will be deemed received by the Bank when the complete file is received by the Bank.
- (c) If any of the requirements of clause (b) of Section 4 are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

10.5 On-Us Entries. Except as provided in Section 6, in the case of an Entry received for credit to an account maintained with Bank ("On-us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided that the Entry is received timely in accordance

with section 4(b). If the Entry is not received timely, Bank shall use reasonable efforts to credit the Receiver's account on the next business day following such Effective Entry Date contained in such Entry.

- 10.6 Rejection and Return of Entries. Bank may reject any Entry which does not comply with the requirements of Section 2 or 3. Bank shall have the right to reject an On-us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if Customer has failed to comply with its account balance obligations under Sections 8 and 9 herein. Bank shall promptly notify the Customer of such rejection or of the receipt of a returned Entry from the ACH Operator, and may furnish such notice electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Bank shall have no liability to Customer by reason of the rejection of any such Entry. If Entries are returned or rejected, Customer shall remake such Entries. The Bank shall remake such Entries if rejection or return is due to mishandling by Bank and sufficient data is available to Bank to permit it to remake such Entries.
- 10.7 Cancellations or Amendment By Customer. Customer shall have no right to demand the cancellation or amendment of any Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by Customer for cancellation or amendment of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-us Entry, prior to crediting a Receiver's account.
- 10.8 Payment/Settlement. Customer shall pay Bank the amount of each Entry transmitted by Bank pursuant to this Agreement on the Settlement Date. If ACH Prefunding Service is used, Customer agrees to pay Bank in available funds the amount of each Entry at the time the Entries are transmitted to Bank. Customer's failure to maintain available funds sufficient to cover Entries may result in additional fees and the Entries may be delayed until Account is funded.
- 10.9 The Account. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the primary ACH account(s) identified by Customer held at Bank (the "Account"), and shall credit the Account for any amount received by Bank by reason of the return of an Entry transmitted by Bank for which Bank has previously received payment from Customer. Bank shall make such credit as of the day of such receipt. Customer shall at all times maintain a balance of immediately available funds in the Account to cover Customer's obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or any affiliate of Bank or that Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under the Agreement.
- 10.10 Account Reconciliation. Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on Customer's periodic statement. Customer agrees to notify Bank promptly of any discrepancy between Customer's records and the information shown on any such periodic statement in accordance with the provisions of Bank's Commercial Bank Services Agreement ("CBSA"), the terms of which are hereby incorporated by reference.
- 10.11 Customer Representations And Agreements; Indemnity. Customer agrees that (a) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the Crediting and or Debiting of its account in the amount and on the designated effective date., (b) such authorization is operative at the time of transmittal or crediting/debiting by Bank as provided herein, (c) Entries transmitted to Bank by Customer are limited to those types of Credit/Debit Entries set forth in Section 2, (d) Customer shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Customer shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have been paid the Receiver. Customer shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.
- 10.12 Liability; Limitations On Liability; Indemnity.
- (a) Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence in performing those services. Bank shall not be responsible for

Customer's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Customer) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institutions, and no such person shall be deemed Bank's agent. Customer agrees to indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Bank is responsible for, any act of omission of Customer or any other person described in this Section 12(a).

- (b) In no event shall Bank be liable for any consequential, special punitive or indirect loss or damage which Customer may incur or suffer in connection with Agreement, including losses or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.
- (c) Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Bank's violating any provision of any risk control program of the Bank (including but not limited to Customer's ACH Exposure limit), or any rule or regulation of the Federal Reserve or any other U.S. governmental regulatory authority.
- (d) Bank's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution for the period involved. At Bank's option, payment of such interest may be made by crediting the Account resulting from any claim of any person that Bank is responsible for any act or omission of Customer or any other person described in Section 12(a).
- (e) Customer agrees to bear all liability for fines imposed on Bank by any entity or association, including NACHA's National System of Fines, which are assessed due to failure of Customer to comply with the terms of this Agreement, the Rules, or any statutory or regulatory enactment. Customer agrees that Bank may collect such fines from Customer in accordance with the terms of Section 16.

10.13 Compliance With Security Procedure.

- (a) If an Entry (or a request for cancellation or amendment/reversal of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry and Customer shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Customer, provided Bank acted in compliance with the security procedures.
- (b) If an Entry received by Financial Institution was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the security procedure referenced to in Section 3 and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

10.14 Inconsistency Of Name and Account Number. Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by Bank in the case of an On-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

10.15 Notification of Changes. Bank shall promptly notify Customer of all notifications of changes received by Bank related to Entries transmitted by Customer, and may furnish such notification electronically, orally by telephone, facsimile transmission, first class mail or private delivery service. Customer is required by the Rules to correct any Entry information required by the received notification of change prior to the initiation/origination of the next such Entry.

10.16 Payment for Services. Customer shall pay Bank the charges for the services provided for herein in accordance with Bank's standard fee schedule or as otherwise agreed to by Customer. Such charges do not include, and Customer shall be responsible for payment of, any sales, use, excise, value added, utility OR other similar taxes

relating to the services provided for herein, and any fees or charges provided for in any agreement between Bank and Customer with respect to any other account, product or service furnished to Customer by Bank.

10.17 Amendments. From time to time Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any fees or charges for service. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to customer.

10.18 Notices, Instructions, Etc.

- (a) Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.
- (b) Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. Customer may add or delete any Authorized Representative by written notice to Bank signed by at least one Authorized Representative other than that being added or deleted. Such notice shall be effective after Bank has a reasonable opportunity to act thereon.
- (c) Except as otherwise expressly provided herein, any notice to Bank shall be delivered, or sent to the below address with copy by facsimile transmission to BB&T Treasury Management Implementation at fax # 888-586-0539 and, if to Customer, any notice shall be delivered to Customer's address on file with Bank. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

BB&T Treasury Management Implementation
P.O. Box 1016
Charlotte, NC 28201-1016

10.19 Data Retention. Customer shall retain data on file adequate to permit remaking of Entries for three days following the date of their transmittal Settlement Date to Bank as provided here, and shall provide such Data to Bank upon its request. Customer shall retain the original or a copy of each ACH transaction authorization for two years after the Settlement Date, to include any other actions, such as termination or revocation of authorization. Bank shall have the right to review any authorization at any time, and Customer shall provide such authorization to Bank within 3 business days of Bank's request.

10.20 Termination.

- (a) Either party may terminate this Agreement on 30 days advance written notice to the other party.
- (b) Bank may immediately terminate this Agreement without advance notice if it reasonably believes that (1) Customer has failed to comply with any provision of this ACH Service Agreement, the Rules, or any statutory or regulatory enactment, (2) Customer's financial condition has substantially deteriorated, or (3) continuation of this Agreement will expose Financial Institution to undue risk of loss.
- (c) Any termination of this Agreement shall not affect any of the parties' obligations arising with respect to Entries settled prior to such termination.

10.21 Miscellaneous.

All electronic media, Entries, security procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to

cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

This Agreement, together with the Commercial Bank Services Agreement (CBSA), Treasury Management Agreement and the Request for Service, is the complete and exclusive statement of the agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Customer with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the CBSA, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

Customer may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

- 10.22 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF WEB ENTRIES

- 10.23 Customer agrees to employ a commercially reasonable fraudulent transaction detection system.
- 10.24 Customer acknowledges that Bank will: (1) with respect to any Entry transmitted to Bank, utilize a commercially reasonable method to establish the identity of the Customer, (2) establish procedures to monitor the credit-worthiness of Customer on an on-going basis, (3) establish an exposure limit for Customer, (4) implement procedures to review that exposure limit periodically, and (5) implement procedures to monitor Entries initiated by Customer relative to its exposure limit across multiple settlement dates. Customer agrees to cooperate with Bank in its performance of the foregoing activities.
- 10.25 Customer agrees to use commercially reasonable procedures to verify that routing numbers are valid.
- 10.26 Customer agrees to establish a secure Internet session with each Receiver utilizing a commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the Receiver's key entry of any banking information, including, but not limited to, the Receiver's financial institution routing number, account number, and or other identification symbol.
- 10.27 Customer agrees to conduct an annual audit, provided to Bank upon request, to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage, and distribution.
- 10.28 Customer agrees to obtain the consumer's authorization prior to initiating a debit Entry under this ACH Services Agreement. The authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization be (1) in a writing that is signed or similarly authenticated by the Receiver, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Receiver with a method to revoke their authorization by notifying Customer.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF TEL ENTRIES

- 10.29 Customer agrees to (1) employ commercially reasonable procedures to verify the identity of any Receiver, and (2) utilize commercially reasonable procedures to verify that routing numbers are valid.
- 10.30 Customer agrees to provide specific information to Receivers during the telephone call as required by the Rules, and to tape record or provide written confirmation of the consumer's authorization.
- 10.31 Customer agrees to provide proof of authorizations, to include recorded messages, upon request by Bank and on a periodic basis determined by Bank.

ADDITIONAL PROVISIONS APPLICABLE TO ORIGINATION OF IAT ENTRIES

- 10.32 IAT Entry: A credit or debit Entry that is part of a payment transaction involving a financial agency's office located outside the territorial jurisdiction of the United States. In addition, an IAT Entry is required to include information required by the Travel Rule of the Bank Secrecy Act (BSA): Originator's name; Receiver's name; physical address; and transaction purpose. Meeting these stipulations provides all parties to the transaction the necessary information to comply with U.S. laws, including regulations imposed by OFAC.
- 10.33 Customer must properly classify IAT Entries. Customer must at all times maintain a through knowledge of all ACH Receiver relationships to avoid the possibility of inadvertently initiating an ACH Entry that should have been classified as an IAT Entry. Improper classification may result in violations of the Rules, OFAC regulations or sanctions, or other Requirements of Law, for example,
- A U.S. dollar domestic ACH transaction that is part of a payment chain that ultimately ends in a Receiver's account, which is located outside the territorial jurisdiction of the United States is subject to the IAT rule.
 - ABC Company makes a pension or payroll direct deposit payment to a retiree or current employee who resides outside the territorial jurisdiction of the United States. The retiree/employee holds an account with a foreign bank in a host country that, in turn, receives ACH transactions with a U.S. routing/ABA number through its foreign bank office or correspondent bank located in the U.S.
- 10.34 Third Party Processors acting on behalf of Originators are required to properly classify IAT Entries and comply with IAT Rules and U.S. Law.
- 10.35 Customer IAT Origination Authorization and Requirements:
- (a) IAT Origination is prohibited without obtaining Financial Institution's prior approval.
 - (b) If Financial Institution approves Customer for IAT Origination; Customer is responsible to originate IATs as defined in the Rules and in accordance with the Financial Institution's IAT Origination Product Guide.
- 10.36 Customer warrants and indemnifies the Financial Institution (ODFI) the following:
- a) IAT Entry contains accurate and complete information as required by Rules and U.S. Law.
 - b) IAT Entry contains accurate and complete Receiver's banking information to allow the RDFI to properly post and provide information about the Entry.
 - c) Indemnify Financial Institution (ODFI) and Gateway Operators from losses associated with Customer's breach of specific warranties for an IAT Entry.
 - d) Compliance with foreign payment system rules. IAT Entry complies with the laws and payment system rules of the receiving country.
 - e) Customer has obtained authorization from Receiver. The form and content of the foreign receiver's authorization, including whether such authorization may be oral, electronic or written shall be governed by the laws and payment system rules of the receiving country.

11 Controlled Disbursement

- 11.1 **Daily Reports: Liability Limitations.** Our Controlled Disbursement service captures data early each Business Day on incoming checks being presented for payment against Customer's designated Controlled Disbursement account ("Account"), and compiles that information into a report which Bank provides to Customer, by 7:30 a.m. and 10:00 a.m. Eastern Time. Reports are provided via BB&T CashManager OnLine, generally show the amount of funds Customer needs in the Account to cover checks that will clear that night (see the next paragraph for important additional information). Customer must fund Customer's Account in an amount sufficient to cover the checks by 2:00 p.m. Eastern Time each business day.

Customer understands and agrees that the information in the daily reports Bank provides to Customer with our Controlled Disbursement service is dependent upon our capture of information from checks presented by the Federal Reserve, other financial institutions, and individuals over the Bank's teller counters. Accordingly, in some instances Bank may be able to provide an estimated figure only, and Customer should treat each day's total as such. Bank cannot guarantee any amount or the finality thereof, or the time by which the report will be available on a given day. Customer agrees that Bank will have no responsibility or liability to Customer or any other person for any inaccuracies or incompleteness in information reported caused by circumstances beyond our control or any other reason other than our gross negligence, willful misconduct or criminal conduct. If Bank does have any liability, it will be limited as provided under the "Liability; Limitations On Liability; Indemnity" section of this Agreement. Bank will also have no responsibility or liability for any events occurring after the daily report is made available to Customer, including without limitation the presentment of any debits after such time.

- 11.2 **Use of Account: Funding Obligations.** Bank will provide Customer with a unique bank routing/transit number for use on checks drawn on Customer's account. The service reports only checks which are being presented for payment against the account. Any non-check transactions (such as ACH debits, outgoing wire transfers or returned deposited items) will not be reported. If Customer elects to use this account for any types of debits other than checks, or for making deposits other than daily funding activity (which could result in debits in the form of returned deposited items), Customer is solely responsible for maintaining sufficient collected and available funds to cover all debits posting to the Account each day, beyond the daily funding amount necessary to cover checks. If any Bank or other fees are assessed directly against Customer's account, Customer will be advised of such fees and Customer will also be responsible for ensuring that sufficient funds are in the Account to cover them on the date they are assessed-

If for any reason the account does not have sufficient funds to cover all debits on a given day, Bank may take any of the actions described in the "Non-Sufficient Funds / Overdrafts" section of the Commercial Bank Services Agreement (CBSA), including taking any of the steps listed there to recover any overdraft amount if Customer fails to deposit sufficient funds in the account by the end of the same business day, and all other provisions of that section will apply.

Customer agrees not to use the account for any of the following purposes unless such use is prefunded: payroll disbursement or funding of a BB&T payroll account, the making of BB&T Treasury Tax and Loan payments, or the making of any BB&T loan payments. Bank may, in its sole discretion, terminate the controlled disbursement service where the Bank determines the Customer is using this Service for unintended purposes, including but not limited to issuing checks or otherwise withdrawing funds against credited and uncollected deposits in any way associated with depositing such checks or funds to prevent the uncollected deposits from being returned.

12 Event Notification

- 12.1 With this service, Customer may choose to receive notifications concerning selected types of events relating to Customer's accounts or services. Customer may then log on to BB&T CashManager Online to obtain more details. Bank accepts no responsibility or liability if Customer does not receive any alerts in a timely manner due to email outages or any other reason.

13 Image Statements

- 13.1 With this Service, Customer may choose to receive images of Customer's statements including bank statements and payment reports. Bank accepts no responsibility or liability if these statements are not available in a timely manner due to outages or any other reason.

WIRE TRANSFER SERVICE ATTACHMENT

This attachment is made part of the Treasury Management Agreement, which terms are incorporated herein by reference.

1. **Authorization.** Customer will complete a Wire Transfer Authorization Form, specifying the accounts subject to transfers pursuant to this Agreement, and the names of all individuals who are authorized to make transfer requests on behalf of Customer. The Wire Transfer Authorization Form is incorporated herein by reference. Customer agrees to update the Wire Transfer Authorization Form from time to time as changes may require. Bank may rely on the most current Wire Transfer Authorization Form until a revision is received by Bank.
2. **Placement of Transfer Orders.** Bank will use its best efforts to execute each transfer order on the business day it is received provided that; (i) the transfer order is received by the Bank in the required manner prior to any established cut-off times, (ii) the transfer order requests a debit to an account of Customer designated for that purpose (“Designated Account”) and, (iii) Customer has sufficient funds in the Designated Account to cover the amount of any transfer order. Transfer orders received after any established cut-off time, on weekends or Bank holidays, shall be treated as if they were received on the next Banking Day.
3. **Cancellation of Transfer Orders.** Customer may request cancellation or amendment of a transfer Order. Bank will endeavor to cancel or amend the transfer order in accordance with Customer’s instructions, but Bank will not be liable for its failure or inability to effect such cancellation or amendment, and Customer shall remain obligated to Bank for the full amount of the original transfer order in the event that such cancellation or amendment is not effected.
4. **Acceptance of Transfer Orders.** Bank shall only be deemed to have accepted a transfer order upon its execution. Bank is permitted to reject any transfer order but shall give Customer notice of such rejection. In the event Bank fails to give notice of its rejection, Bank may be liable to Customer only for interest on the amount of the transfer order. If Bank fails or delays in making a transfer pursuant to a proper transfer order, or if Bank makes a transfer in an amount less than the amount of the transfer order, Bank’s liability shall be limited to interest on the amount not transferred, calculated from date on which the transfer was to be made until the date it was actually made or the transfer order was cancelled. If Bank makes a transfer in an amount that exceeds the transfer order amount, Bank’s liability shall be limited to a refund of any amount actually debited from the Designated Account, plus interest thereon from the date of debit to the date of refund, but in no event to exceed 30 days interest. Interest shall be calculated at the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered, computed on the basis of a 360-day year.
5. **Execution of Transfer Orders.** Bank may handle transfer orders in any order in its sole discretion. Bank may, in its sole discretion, use any means, intermediaries, or transfer systems to execute any transfer order. The operating rules of any transfer system used to execute a transfer order shall govern the transfer order. Customer acknowledges that bank’s right to reverse, adjust, stop payment or delay posting of any transfer order is subject to the rules, regulations, laws and operating circulars of any transfer system. All transfer orders shall be governed by Article 4A of the Uniform Commercial Code.
6. **Repetitive Transfer Requests.** Customer may arrange for repetitive transfer requests, in which frequent transfers are to be made with all instructions except for the amount of the transfer remaining constant. Any such requests, including any additions, modifications, or cancellations of such requests, must be made in writing to the Bank. Bank will assign each repetitive transfer request a confidential Repetitive Number Code that must be used in conjunction with the security procedures to convey instructions to Bank.
7. **Security Procedures.** Customer shall, by delivery to Bank of instructions reasonably acceptable to Bank, or by designation below (“Instructions”), elect to have transfer orders verified by means of any one or more of the following security procedures, or another security procedure acceptable to Bank; (i) Personal

Identification Number - assigned by Bank to Customer; (ii) Telephone Call Back by Bank - to Customer; or (iii) System Verification - consistent with procedures made available by Bank to Customer. Customer shall not disclose security procedures to any third party unless there is a legitimate business need to make such disclosure. Customer shall establish and maintain procedures to safeguard the security procedures, and shall notify the Bank immediately if Customer has reason to believe that a security procedure has been learned by or disclosed to an unauthorized person, or if it learns of any unauthorized transfer or of any discrepancy in a transfer order.

8. **Overdrafts.** Customer shall maintain sufficient to fund in the Designated Account to satisfy all transfer orders. Bank shall have no obligation to execute any transfer order that exceeds the available balance in the Designated Account. If execution of a transfer order creates an overdraft, Customer will immediately deposit sufficient funds into the Designated Account to pay the overdraft amount together with all applicable charges and fees as Bank may elect to charge. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Customer agrees to pay Bank's costs, including, but not limited to, reasonable attorney's fees, in the event Bank must take legal action to collect such amounts. Bank shall have the right, without notice or demand, to set off any funds due hereunder against any of Customer's accounts with Bank.
9. **Beneficiary Identification.** Customer is solely responsible for accurately identifying any transfer order beneficiary and beneficiary bank. If a transfer order describes a beneficiary inconsistently by name and account number, Customer acknowledges that the beneficiary's bank may make payment on the basis of the account number alone. If a transfer order identifies a bank inconsistently by name and account number, Bank may rely on the account number in executing the transfer order. In either case, Bank is not obligated to detect such errors, and Customer assumes the risk of any loss resulting therefrom.
10. **Duty to Reconcile Statements.** Bank shall use its best efforts to send Customer written confirmation of each transfer order, and Customer shall promptly review and reconcile all statements sent by Bank pertaining to transfer orders, transfers, and the designated Account, and shall report to Bank in writing, promptly, but in no event later than 30 days after the date of such statement, any unauthorized transfer, erroneous or improperly executed transfer order, and any other objections pertaining to a transfer. Bank and Customer agree that 30 days is a reasonable time for the detection and reporting to the Bank of such information. After that time, all items on the statement will be considered correct and Customer will be precluded from recovering from Bank on account of such items.
11. **Unauthorized Transfer Orders.** Notwithstanding any other provision herein, if a transfer order or a cancellation or amendment of a transfer order received by Bank purports to have been authorized or transmitted by Customer or its authorized representative, or if a transfer order is made using valid security procedures, it shall, even if not authorized in fact, be binding on Customer if Bank acted in good faith and without actual notice that the transfer order was unauthorized.
12. **Currency.** If the amount transferred is of a currency other than that of the country to which it is transferred, it shall be payable to the payee (beneficiary) in the currency of the specified country at the then buying rate, unless the payee arranges otherwise with the paying bank and/or deposit bank and pays all its charges in connection therewith. Bank/ Correspondent Bank reserves the right to convert the amount of any transfer to a local (generally beneficiary's country) currency prior to paying the beneficiary of the wire.
13. **Fees and Charges.** In addition to Bank's disclosed fees and charges, Client shall be responsible for payment of all fees, charges, and taxes of each domestic or foreign Correspondent Bank which facilitates a transfer or payment including those of Beneficiary's Bank. It is customary that such fees, charges, and taxes are assessed and withheld, by the domestic or foreign Correspondent Bank and/or Beneficiary's Bank, from the amount of the wire transfer or if assessed to Bank, passed on to the Client.
14. **Recordation.** Bank may record any telephone conversation between Bank and Customer or Customer's representatives in order to reduce the risk of unauthorized or erroneous transfers. Bank may retain such recordings for as long as Bank may deem necessary.

RDA

Tax ID #:

CLIENT REMOTE DEPOSIT AGREEMENT

This Remote Deposit Agreement ("Remote Agreement") is entered into on _____ by and between Branch Banking and Trust Co. ("Bank") and _____ ("Client") for the service of remotely depositing checks ("Service") in accordance with the terms and conditions of this Agreement and the Commercial Bank Services Agreement ("CBSA").

Bank and Client agree as follows:

A. CLIENT'S OBLIGATIONS:

1. **Compliance.** Client agrees to abide by all federal, state, and association laws, regulations and rules, including the rules of the National Automated Clearinghouse Association ("NACHA") applicable to its respective activities hereunder as provided by Bank. Client agrees that this section A1 is an obligation for the benefit of and a contract with, any bank acting as an originating depository financial institution for Bank.
2. **Equipment.** Client must purchase and/or use one of the recommended and approved scanners meeting Bank standards and requirements, as updated from time to time ("Standards"), that allow for capture of check images and MICR information utilizing the Bank remote deposit application. Client understands that equipment upgrades or replacement may be required from time to time, and that it is the responsibility of the Client to upgrade or replace scanners as needed to comply with the Remote Agreement. Client may participate in a packaged pricing program where the equipment is included in a monthly fee whereby the Bank makes available, to the Client, a Bank owned scanner consistent with the packaged service requested.

Client: (please indicate one of the three choices below)

- declines to participate in an equipment-included program and will be responsible for obtaining, maintaining and upgrading necessary equipment and all associated costs with that equipment in accordance with the Standards. No termination fee applies for this type of Service selection.
- will participate in the Single-feed scanner and check limit of 200 items per month package pricing program
- will participate in the Batch-feed scanner and check limit of 500 items per month package pricing program

The packaged pricing programs includes a certified Bank owned scanner and a remotely deposited per month check limit. Items deposited beyond the check limit will be charged a per item fee. The monthly fee will be automatically debited from Client's account or charged through account analysis. If Service is terminated prior to end of the 36th month of the date of the Remote Agreement, the Client must return the Bank owned equipment and a termination fee will be debited from Client's account. If equipment is not returned, the termination fee debited from the Client's account will include reimbursement for the Bank owned equipment.

3. **Deposit Creation.** Option 1) Bank will supply Client the image capture application to create and transmit deposits to Bank by 9:00 p.m. EST. Client must use scanners approved by Bank and compatible with the Bank's capture application and assumes responsibility for image quality. Option 2) Client creates and transmits an image file directly to Bank in a pre-defined format (provided to Client by Bank) using check processing and image capture equipment (not provided by Bank) by 9:00 p.m. EST. Client is responsible for performing all imaging, data correction, image quality analysis and reconciliation. Transmission and image formats must conform to Bank's specifications and quality standards and Client agrees to utilize image quality tools to ensure such compliance. The Client assumes all responsibility for security, image quality and data integrity. Bank reserves the right to reject any file or items that do not adhere to the defined transmission format, image format or image and MICR quality standards.

Posting File. If client is to receive an accounts receivable posting file as part of this service, Client agrees to provide Bank with sufficient information to allow Bank to create a custom posting file for the purpose of facilitating an automatic post to Client's system.

4. **Client's Representations and Warranties.** Client represents and warrants that all items scanned through image transport are made payable to Client or have been endorsed to Client in accordance with the CBSA, are properly

*Payments Client Support
Questions call 800-774-8179*

endorsed, all signatures on each check are authentic and authorized, each check has not been altered (the covering of any existing markings on an item by a virtual endorsement will be considered altering an item), and that no checks are remotely created items. Client agrees to deposit only United States dollar denominated checks drawn on United States banks. Other items transmitted for deposit are ineligible for deposit under the Remote Agreement and will be rejected by Bank. Bank assumes no responsibility for these items.

5. **Indemnification.** Client agrees to indemnify Bank and its originating depository financial institution (together, the "Indemnified Parties") and to hold the Indemnified Parties harmless from and against any and all claims, damages, losses, liabilities and expenses, including attorney's fees, which the Indemnified Parties may incur or which may be asserted against any Indemnified Party in connection with a breach of the Client's obligations, representations or warranties under the Remote Agreement, or otherwise arising out of Bank providing services to the Client; provided, however, that the foregoing indemnity shall not apply to claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct.
6. **Controls.** Client agrees to have controls in place to ensure that all checks remotely deposited are securely stored and destroyed within a commercially reasonable time frame and method in accordance with Federal Financial Institutions Examination Council ("FFIEC") guidelines. No check transmitted to Bank shall be deposited into any bank causing funds to be debited twice from the account of payor. Client agrees to be responsible for all consequential damages resulting from improper controls over processed checks.
7. **Training and Self-Assessment.** Client agrees to review all training materials and/or systems provided by Bank as it relates to the use of the Service as Client requirements and obligations for the Service may be greater with this Service than other services used by the Client. Additionally, Client will be required to perform a periodic Self-Assessment confirmation, as this Service has been identified as requiring greater guidance by the FFIEC.

B. BANK'S OBLIGATIONS:

1. **Payment of Deposits.** Client should receive same day credit for all items processed and transmitted by times indicated in section A3. Next day credit may be granted for checks converted to an ACH transaction.
2. **Reports.** Bank shall provide Client with daily reports via the internet detailing items processed; items converted to Image Replacement Documents (IRDs) or ACH transactions, as applicable, and deposit adjustments.
3. **Retention of Check Images.** Bank will retain an electronic image of all original paper checks for 2 years and images of IRDs for 7 years.
4. **Posting File.** If client is to receive an accounts receivable posting file as part of this service, Bank agrees to deliver file to the client in the format previously agreed to by both parties. Posting file will be delivered to a pre-determined location for the Client to process. Delivery of the posting file will be daily and will occur after Client's designated cut-off time.
5. **Compliance.** Bank agrees to abide by all NACHA rules as they apply to electronic check re-presentation and electronic funds transfers in general and will comply with all applicable federal and state laws, rules and regulations applicable to its respective activities hereunder and related hereto.
6. **Training and Guidance.** Bank agrees to provide Client with timely understanding of requirements for use of the Service to ensure that the most current risks and/or mitigation practices can be employed by the Client in meeting its obligations as defined in Section A.7 of the Remote Agreement.

C. ADDITIONAL PROVISIONS.

1. **Confidentiality.** Each party represents, warrants and mutually agrees that all information concerning the other party which comes into its possession shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under the Remote Agreement or court proceeding. Bank may advise potential users of its service that Client has a relationship with Bank.
2. **Arbitration; Applicable Law.** Any dispute between Bank and Client may be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Any award may include an award for attorneys' fees and costs. The arbitration shall be held in North Carolina, and the laws of North Carolina shall apply (without giving effect to its conflicts of law provisions).
3. **Term.** If Service includes use of a Bank owned scanner, the Remote Agreement will have an initial term of thirty-six (36) months. Client will have the right to terminate the Remote Agreement at any time; however, depending on the Service package selected, there may be additional termination obligations.

- a. **Grace Period.** As this Service requires a longer term commitment on behalf of the Client, Bank agrees to allow Client to use the Service for the monthly fee and waive the termination obligation, as detailed in Section A2, for a period of thirty days from the date of the Remote Agreement provided the Bank owned equipment is returned in workable condition. If not, all termination obligations as detailed in Section A2 apply.
- 4. **Termination.** Either party may terminate the Remote Agreement at any time by written notice. Any termination will not affect Bank's or Client's rights and obligations arising before the termination. If the Remote Agreement is terminated by Client prior to end of the 36th month of the date of the Remote Agreement, without cause, a termination fee may be applied as detailed in Section A2 of the Remote Agreement.
- 5. **Force Majeure.** Client agrees that Bank shall not be responsible for errors, acts, or failures to act by others, including other entities, banks, communication carriers or clearing houses through which entries may be originated or through which Bank receives or transmits information and no such entity will be deemed as Bank's agent. Bank shall not be responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of governments, labor disputes, failures in communications or computer networks, legal constraints or other events beyond its control.
- 6. **Limitation of Liability.** Bank's liability, to Client, or third parties, under the Remote Agreement shall, in every case, be limited to correcting, reversing, or otherwise making accurate any debit or credit initiated by Bank through the ACH Network. Except as specifically required by law, Client agrees that Bank shall not be responsible for any damages, loss, or property damage incurred as a result of Client using Bank's services set forth in the Remote Agreement. In no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses which Client may incur by using the Service whether or not the possibility or likelihood of such damage was known or contemplated by Bank.
- 7. **Miscellaneous.** The Remote Agreement contains the entire agreement between Bank and Client concerning the Service. If any provision of the Remote Agreement is deemed unenforceable, the remaining provisions will still be enforceable. No modification or waiver of the Remote Agreement shall be effective or enforceable unless in writing and signed by the parties hereto.

Branch Banking and Trust Co.:

Approval Signature _____ Title _____ Date _____

CLIENT:

Approval Signature _____ Title _____ Date _____

FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:

Name: _____ **Fax # / Email Addr:** _____

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

Name of Entity _____

EIN _____

- | | | |
|---|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

I, the undersigned, hereby certify to BB&T that I am the Secretary (or as applicable, Proprietor, Authorized Partner, Authorized Manager or other Authorized Employee) of the above named Entity duly organized and existing under the laws of the State of _____; and that the following are resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded:

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and in its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

FOR BANK USE ONLY

Prepared By _____	Date _____
Center _____	Bank No. _____ State _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative, or person authorized in writing by a Designated Representative, is authorized to act on behalf of the Entity as follows: obtain information on accounts; appoint, remove or change Authorized Signers; deliver any night depository agreement; enter into any agreement for cash management services; lease a safe deposit box; enter into an agreement for deposit access device; enter into an agreement for credit cards; or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives and/or Authorized Signers are made, will immediately report and certify such changes to BB&T through submission of a new Resolution and Agreement for Deposit Account and/or signature card, as applicable. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution and Agreement for Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity, this _____ day of _____, Year _____.

For Corporations including Non-Profit:

Secretary/Assistant Secretary (Seal)

(Corporate Seal)

For All Other Entities:

_____ (Seal)

_____ (Seal)

_____ (Seal)

(Proprietor, Authorized Partner, Authorized Manager, or other Authorized Person)

BB&T SIGNATURE CARD

NAME AND ADDRESS OF DEPOSITOR(S)			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION (Primary Account Holder)

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION (Secondary Account Holder)

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____

Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____

Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____

Address as listed on ID _____ Work Phone Number (____) _____

TIN CERTIFICATION

Under penalties of perjury, I certify by my signature below that: (1) The number shown on this form is the correct Social Security or Tax Identification Number, or I am waiting for a number to be issued to me, and (2) I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Depositor must cross out (2) above if the IRS has notified the depositor that the depositor is currently subject to backup withholding because of underreporting of interest or dividends.), (3) I am a U.S. person (including U.S. resident alien), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Applies to accounts maintained outside the U.S.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Check one only if applicable:

- Depositor is an exempt recipient of interest under the Internal Revenue Code.
- Depositor is exempt as a non-resident alien and has completed a Form W-8 (required for interest bearing accounts only). Each non-resident alien depositor must complete a separate W-8.

I understand that if a taxpayer identification number is not provided to the bank within 60 days, the account may be closed.

BY MY SIGNATURE, I HEREBY CERTIFY THAT: (1) the type of ownership designated is correct; (2)(a) if I have opened a personal account, I have received the "Bank Service Agreement", the "BB&T Interest Rate Schedule" or Client Summary with interest rates, and the "BB&T Personal Services Pricing Guide" and agree to accept the terms of each document; or (2)(b) if I have opened a commercial account, I have received the "Commercial Bank Services Agreement" or "Institutional Bank Services Agreement" and the "BB&T Business Services Pricing Guide" and agree to accept the terms of each document; (3) I give permission to BB&T to verify any bank or credit references, and (4) I have read and understand this signature card, confirm that it is completed correctly and agree to its terms and disclosures.

Business, Trust, Bankruptcy, Guardian, Custodian, Conservator, IOLTA, Escrow and "Other" Accounts

The undersigned expressly authorize BB&T to obtain any consumer report and/or any other Personal or Business credit reports.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

_____ SSN/TIN/EIN	_____ Printed Name	_____ DATE	
_____ SSN/TIN/EIN	_____ Printed Name	_____ DATE	

COMMERCIAL BANK SERVICES AGREEMENT

September 1, 2016

BB&T

BRANCH BANKING & TRUST

COMMERCIAL BANK SERVICES AGREEMENT

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A. GENERAL LEGAL AGREEMENT

This Bank Services Agreement ("Agreement"), contains the terms and conditions that govern the relationship between Branch Banking and Trust Company, (the "Bank," "we" or "us") and its clients (the "Depositor," "you," "your," or "Organization,"). When you open an account or conduct a transaction on your account after it is opened, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement and our pricing or banking services may be changed from time to time by the Bank. Changes will be accomplished by written or electronic notice to you. The notice may be included on your account statement. It will explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, www.BBT.com. Continued use of your account following a notice constitutes your acceptance of our changes. Upon the effective date of a change, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes.

Applicability. By signing the account signature card or conducting transactions on your account, you have agreed to the terms of this Commercial Bank Services Agreement which applies to all business accounts that you have with the Bank or may have in the future. You agree that you will not use your account for any personal, family or household purposes.

Waiver. No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by the parties. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this Agreement.

Severability. If any provision or portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

Account Opening. You agree that when you open an account, you have instructed us as to the correct type of account applicable to your Organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of account requested and have a duty to inform us of the status of any change to the Organization.

B. ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any claim or dispute ("Claim") by either you or us against the other will, at the election of either you or us, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any other legal theory; and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory, or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior agreement. As used in this arbitration provision, the term "Claim" is to be given the broadest possible meaning, and includes past, present, and/or future Claims. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action, including a private attorney general action, is filed; any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleader, or otherwise. Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of a small claims court, you may file your Claim there. Any appeal from a decision of a small claims court shall be subject to this arbitration provision. The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer-Related Disputes. To start an arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and

may be given in papers or motions in the lawsuit. Our notice may be provided to you at your last known address or at such other address as we may have in our records. Your notice to us shall be given to: Arbitration Administrator, BB&T Legal Department, PO Box 1255, Winston-Salem, NC 27102. All fees and costs are allocated pursuant to the rules of the AAA. The arbitrator may award any fees, costs, and expenses including attorneys' fees, as permitted by the administrator's rules. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or the Bank may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claims pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019. Phone: 800-778-7879. Web site: www.adr.org.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision, and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

C. RULES APPLICABLE TO ALL ACCOUNTS

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment, but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank. "Account" means any deposit or credit account with the Bank, and includes a demand, time, savings, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

1. **FEES.** You agree to pay the Bank for all services provided in connection with your account(s) in accordance with the Bank's current schedule of maintenance fees, activity charges, and minimum and/or average balance requirements which are contained in a separate document called the "BB&T Business Services Pricing Guide." The Bank may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you notice of any change. The terms of the BB&T Business Services Pricing Guide as they may be amended from time to time are incorporated herein by reference. For accounts that are analyzed monthly in terms of banking services utilized in relation to the account balances maintained, charges for bank services will be that amount recorded by the Bank's Account Analysis System. Earnings credits are calculated on the average positive collected balance and a rate managed by the Bank which is subject to change from time to time. The difference between the earnings credit rate allowance and the charges for bank services rendered will determine whether or not a service charge will be assessed. (For Earnings² Checking accounts, if the average positive monthly collected balance is less than the balance needed to offset balance-based service fees, then service charges will apply.) Additional fees may be charged for cash management services in the manner and amount as agreed by separate agreement.
2. **CORRECTION OF ERRORS.** The Bank has no duty to compare the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank for accuracy as the Bank relies upon the information

you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip or at the ATM. If an error in your deposit is later detected, it will be corrected by the Bank unless otherwise agreed. Final Credit to your account is based on the total sum of the cash and items actually received by the Bank.

You will be sent a notice of any adjustment we make to your deposit that is more than \$10 dollars. Any correction made to your deposit of \$10 or less will be reflected on your bank statement. You may confirm the Final Credit amount of your deposit and your account balance at any time. Under this agreement, you are required to review your bank statement and report any errors within thirty (30) days from the statement date. Your statement will be deemed final and correct on the thirtieth (30th) day from the date of the statement.

- 3. PROVISIONAL CREDIT.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor, and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

In receiving items for deposit or collection, the Bank acts as your collection agent and you agree that our duty of care is governed by Section 4-202 of the Uniform Commercial Code. You further agree that the term "cleared" or "check cleared" or a similar statement made by the Bank about a check not drawn on us, means only that you were provided provisional credit, subject to final payment. You agree to contact the bank on which the check was drawn to determine if a check you deposit has "cleared" or is "good". The Bank will not be liable for the negligence or default of any correspondent or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request and to fully cooperate in securing replacement of any item credited to your account, but subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item(s) previously credited. You agree to be responsible for any loss or cost incurred by the bank based on your failure to cooperate with the Bank to obtain replacement of an item.

We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

- 4. MISSING ENDORSEMENT.** The Bank may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement. If you fail to endorse an item for deposit, the Bank may supply the missing endorsement.
- 5. STOP PAYMENT.** You may, by order to the Bank, stop payment of any item from your account. The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. The Bank shall have a reasonable time to make any stop payment request effective. The Bank shall not be liable for any item paid over a stop payment request before this time expires. All stop payment orders which are received by the Bank on a Saturday, Sunday, Bank and/or federal holiday, shall be treated as having been received on the next Banking Day. Because items are retrieved by computer, you must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to place a stop payment due to inaccurate or incomplete information. A stop payment order, unless otherwise agreed, is effective for six (6) months from the date it was entered and may be renewed for additional six (6) month periods. You may not stop payment on a cashier's check or official check. The Bank may re-credit your account after paying an item over a valid and timely stop payment order to the extent of any loss actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee and agree to transfer to the Bank all of your rights against the payee or other holder of the item, and to assist the Bank in any legal action taken against that party.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided.

We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

- 6. DEDUCTION OF FEES.** Maintenance and activity fees and fees for returned deposited checks, returned items, overdrafts, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge shall be deducted from your account and may be posted prior to other debits. The Bank shall not be liable for refusing to honor items presented for payment because of insufficient funds as a result of deducting such fees. Any fees (or portions thereof) that were not posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account.
- 7. DEPOSITS TO ACCOUNT.** We may accept deposits to your account from any source or from any party. The Bank, in its reasonable discretion, may also refuse to accept a deposit or may reverse a deposit even after provisional credit has been granted without prior notice. You agree that any deposit is subject to verification and confirmation notwithstanding your possession of a deposit receipt or acknowledgement. In the case where a deposited item is lost, stolen or destroyed before presentment to the paying bank, you agree to fully assist the bank in obtaining a replacement or reconstruction of such item. Failure to cooperate may result in credit to your account being revoked or, if deposited but not credited, the credit withheld.

Deposits may not be made through any night drop receptacle, dropped off at a branch or delivered by a courier service unless you have entered into a written agreement for this service. In our sole discretion, we may process any such delivery and you agree to indemnify and hold the bank harmless from any loss, claim, or damage arising out of such delivery. You agree that the Bank's verification of the delivery or amount shall be controlling notwithstanding any conflicting record, receipt or delivery acknowledgment. You further agree that the Bank in its discretion can charge a fee for this service, which you agree to pay on demand or which may be deducted from your account. Delivery through a night drop receptacle, dropped off at branch or delivered by a courier service without a written agreement is not considered a deposit until it is posted to your account.

Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not reside in a state or maintain a residence in a state where the bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

- 8. PAYMENT OF ITEMS.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer, or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer, or withdrawal of funds, and an image or photocopy of any of the foregoing.

In general, the Bank will post debits to your account in chronological order. Chronological posting is utilized when the Bank can identify both date and time information for the transaction. For each business day, the Bank will post all credits to your account first, in low to high dollar amount. Following credits, debits will be posted to your account in chronological order. As a result, prior day debits and fees will post before current day debits and fees. Items sent by merchants for authorization prior to being submitted for final payment will post according to the date and time of the authorization request. Debits that cannot be posted in chronological order will post in low to high dollar amount after chronological debits are posted, followed by checks in sequential order.

If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date.

We may change the posting order or categories at any time. The Bank, subject to your overdraft decision, has the discretion to process items even if your account has an insufficient available balance to pay such items. Your “available” balance represents the amount of funds available for withdrawal or to pay items presented against your account. The “available” balance may not be the same as your “current” or “posted” balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance.

In the check payment process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss, or damages as a result of the Bank not paying the check.

- 9. CHECK CASHING AND WITHDRAWALS.** The Bank, in its discretion, may refuse to cash items that are made payable to the order of the Organization and may require that all such items be deposited to your account. You further agree that the Bank may impose a fee for, or decline to cash a check drawn on your account and payable to a third party. The Bank can direct the third party to deposit the check at another financial institution for payment. We require prior notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or possesses a hardship on the Bank. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to engage a courier service acceptable to us. Such service shall be at your risk and expense. If a large cash withdrawal is completed at a branch you will be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds to cancel the withdrawal and require an alternate delivery for the funds.
- 10. RIGHT TO CLOSE ACCOUNT.** The Bank may close any account with or without cause at any time. The Bank shall give you either oral or written notice of its intention to close the account. If given in writing, the notice will be forwarded to your last address as shown on our records. In the case of oral notice, you shall have five (5) days from the date of notice to withdraw all funds from your account. In the case of written notice, you shall be provided a minimum of seven (7) days from the date appearing on the notice to withdraw all funds from your account. Upon notice, you must stop conducting transactions on your account. The Bank shall not be liable for dishonoring any items written after the notice date. In the event you have not withdrawn all funds to close the account within those time limits, the Bank will close the account and mail a check for such funds remaining in the account, after deducting all applicable fees and charges, to your last address shown on our records. Closing the account does not release you from the obligation to pay accrued fees or from liability for items in process. The Bank may in its discretion close an account without prior notice if the account has a negative or zero balance or if we believe it necessary to protect the Bank, its employees or others from risk, harm or loss. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed and/or you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and the Bank shall have no liability for any checks returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. The Bank may report your account to a consumer reporting agency if your account is closed due to a negative balance, fraud, or other inappropriate account activity.
- 11. BANKING DAY.** “Banking Day” means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend or holiday, the item is deemed to have been received on our next business day. Our business days and hours are posted at our branches and ATM hours are displayed on the ATM deposit screen and are subject to change from time to time at our discretion.
- 12. STATEMENTS.** Statements for your account, notices, or other information regarding your account will be mailed, sent electronically, or otherwise made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within ten (10) calendar days of the date appearing on the statement.

Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If a language preference is selected for your statement, only the primary account owner may change the preference.

You agree to notify us immediately of any change in your contact information, including address, e-mail address,

and/or telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if a third party vendor or the U.S. Postal Service or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Copies of such statements or any enclosures can be reproduced upon request, subject to applicable fees. Any statements or account information that is returned as undelivered shall be destroyed without notice and subject to applicable fees. Any statements held for you at a branch office shall be destroyed after a limited time and subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within ten (10) days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement, or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct upon thirty (30) days from the statement date.

13. FORGED OR UNAUTHORIZED TRANSACTIONS.

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature or facsimile stamps, account access devices and security codes, passwords, or other confidential identification numbers. You shall report any lost or stolen check(s) and any other unauthorized transaction(s) on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged. You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment on in a timely manner.

You agree to keep any account information, security code, password or other confidential identification number used to access your deposit or credit account(s) secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. You agree to immediately notify the Bank if this information has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid account name, account number, and security code was proper and therefore authorize the Bank to complete any transaction involving your deposit or credit account(s) made with the use of such information.

You agree to be responsible for any transaction initiated with the use of a valid account name, account number, and security code. The Bank shall have no liability for any loss, claim, or damage sustained as a result of the use of your security code whether such transaction was authorized or not and agree to indemnify and hold harmless the Bank for any such transaction alleged to be unauthorized.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by either you or the Bank, **we will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item to the Bank within thirty (30) days from the closing date of the earliest statement containing those items.** The Bank will also not be liable for any subsequent forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days. If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other enclosure(s)] for fraudulent or unauthorized transactions and promptly notify the bank of any such transaction; timely reconcile your bank statement with your internal records to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access of your accounts through any access device including checks, drafts, other items, security codes, passwords, or confidential identification numbers; implement security

precautions regarding the use and access to any signature or facsimile stamp; conduct background checks of all individuals having access to any checks, drafts, security devices or signature or facsimile stamps; conduct background checks on all individuals who have authority to prepare checks or reconcile bank statements; independently review the work of individuals who are responsible for reconciling bank statements and preparing checks on a monthly basis; and comply with all other duties under this Agreement or under any applicable law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature, stamp, and facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration, or any other fraudulent or unauthorized transaction unless: (i) you have timely provided the written notices as required above, and (ii) such proceeding or action shall have been commenced within one year from the date the first statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit and forgery report containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also agree to file a criminal report against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

Duty of Insurance. You are under a duty to maintain fidelity bond coverage on any individual who has access to your account information, access devices, checks or other items, signature or facsimile stamps and on any individual responsible for reviewing or reconciling bank statements and canceled checks. You agree to pursue all rights under such policy or any other insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about your insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will the Bank be liable for special or consequential damages, including loss of profits and opportunity or for attorneys' fees. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

- 14. FACSIMILE SIGNATURES.** If you elect to use a signature facsimile machine or stamp, the Bank may pay any item if the item bears a facsimile signature which resembles the appropriate facsimile signature, regardless of how the facsimile signature came to be placed on the item. The Bank may pay such items even if the facsimile signatures were placed on the items without your authority. The Bank may pay such items regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments made by the Bank over any facsimile signature resembling an appropriate specimen facsimile signature. As used in this paragraph, the phrase "facsimile signature" refers to any method used to authenticate an item other than a manual signature of a natural person's name made by that person. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols, and signatures produced by digital or other electronic means.
- 15. RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all appropriate accounts as security for your obligations to the Bank or its affiliates, existing now or in the future. The Bank reserves the right of setoff against any of your accounts without prior notice to you to repay any debt or obligation owed to us. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you owe us. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third-party check which is returned to us unpaid for any reason or is counterfeit, regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest can follow the proceeds to any other account held at the Bank. Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff.
- 16. STALE ITEMS.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge your account for such items.
- 17. POSTDATED ITEMS.** You agree not to issue a postdated check and the Bank may disregard such date on the item when it is presented for payment. The Bank is authorized to pay any check prior to the date on the item even if you have given us notice that it is postdated. If the Bank agrees to re-credit your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist in any legal action taken against that party.
- 18. INCOMPLETE OR CONDITIONAL ITEMS.** You agree not to issue a check that is incomplete or conditional. For example, you should not issue a check with the notation "void after 30 days." The Bank has the right, however, to pay or refuse to pay an item which is incomplete or where payment is conditional and the condition has not been satisfied. For example, we may pay a check which says "void after 30 days" even though the check is presented more than thirty (30) days after its date.
- 19. OVERDRAFTS.** An overdraft is created when you have insufficient funds in your account to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item, or any other electronic purchase, payment, or debit. If your account is linked to Overdraft Protection, the overdraft will be paid, pursuant to the terms of the OVERDRAFT PROTECTION paragraph stated below (and subject to the funds available in your Overdraft Protection). Overdraft Protection transfer fees as described in the Business Services Pricing Guide will also apply.

To assess overdrafts on your account, the Bank has a process called Overdraft Review. Overdraft Review is the methodology the Bank uses to determine whether your items and debit transactions should either be paid or rejected when you have insufficient funds in your account to cover the item or transaction. Your account is automatically opted-in to Overdraft Review at account opening. You may opt-out of Overdraft Review by notifying the Bank. You have the right to decide if you want to participate (opt-in), or not to participate (opt-out), in the Overdraft Review process. Your decision to opt-in, or opt-out of Overdraft Review will be effective the next business day for all transactions initiated after the effective date. Participation in Overdraft Review does not guarantee that the bank will always authorize and pay your transactions and items. The Bank retains the discretion to decline payment of items or

transactions that will overdraw your account, and may remove any account from Overdraft Review at any time and without notice to you.

The overdraft and returned item fees disclosed in the Business Services Pricing Guide will apply to your account based upon the type of transaction and your decision for Overdraft Review. Overdraft fees can include the per-item overdraft fee and Negative Account Balance fees. Please see your Business Services Pricing Guide for details. If you have multiple overdrafts on a given day, we may honor any one or more and return the others in any order. Multiple overdraft fees can be charged against your account per day on these occasions.

You are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to confirm your current and available account balances through any BB&T ATM, BB&T Phone24, BB&T OnLine or by contacting any branch prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Current and available balances do not include outstanding checks or debits not yet submitted to the Bank.

Payment of an overdraft creates a debt owed to the Bank. The amount owed includes applicable overdraft fees and the amount of the item paid.

The Bank is not responsible for notifying you prior to incurring an overdraft, overdraft fee, or returned item fee. Once you are notified that your account is overdrawn, you will be required to repay the Bank or to deposit sufficient funds to cover the overdraft and all related fees. You agree and acknowledge that overdraft fees are designed to compensate the Bank for its costs in processing overdraft items and to compensate the Bank for its risk in electing, at its discretion, to pay certain overdrafts. You further agree that such overdraft fees do not constitute a penalty. If you fail to reimburse the Bank for the overdraft and related fees, we will be entitled to recover our expenses in collecting the overdraft and fees; and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more overdrafts does not obligate the Bank to honor or pay future overdrafts, and you should not rely upon the Bank to honor or pay any overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any overdraft paid by the Bank and subsequent overdraft fees. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the overdraft and any related fees.

20. OVERDRAFT PROTECTION. Overdraft Protection is a service that automatically transfers funds to a qualifying deposit account to cover an overdraft by one or more of the following methods: (i) transfer of funds from a designated credit account; (ii) transfer of funds from a designated money market account; (iii) transfer of funds from a designated sweep investment account or credit line sweep account; (iv) transfer of funds from a designated sweep investment account or credit line sweep account first and if funds are not available, from a designated money market account. Any credit account is subject to qualification and the terms and conditions contained in the applicable credit agreement. All fees applicable to your credit account are also contained in the credit agreement. The amount of Overdraft Protection available from a linked BB&T Visa is limited to the amount of the available Cash Advance limit. Your local BB&T financial center can discuss which credit accounts are available to provide Overdraft Protection. Overdraft Protection may not be available to cover an overdraft if you have exceeded your credit limit or available money market account balance. You will be charged applicable overdraft fees as disclosed in the Business Services Pricing Guide if your Overdraft Protection is not available.

Automatic or other "convenient" transfers made from a designated money market account to a checking account for Overdraft Protection are included in transactions that are limited to no more than six (6) per monthly statement cycle. The transfer limitations and the other terms and conditions governing the designated money market account are more fully described in this Agreement under the heading "Money Market and Investment Accounts."

If a check/debit or other item ("item") is presented against your checking account when there is an insufficient balance to cover the amount of the item, funds will be automatically transferred from your designated overdraft protection option to the checking account in the amount needed to cover the overdraft amount. If there are not enough funds to cover the entire amount of the overdraft item presented for payment, the item may be returned unpaid and a fee charged in accordance with your overdraft decision for the Overdraft Review process. Each automatic transfer from certain credit accounts or from a designated money market account is subject to the Automatic Overdraft Protection Transfer Fee and the Excessive Activity Fee, if applicable, as described in the Business Services Pricing Guide. The Transfer Fee will be assessed directly against the checking account receiving the funds from the automatic transfer and any Excessive Activity Fee will be assessed against the money market account. The Bank reserves the right to return any overdraft that cannot be covered by an automatic transfer from your credit account, sweep account, or designated money market account. Any overdraft that cannot be covered by your designated overdraft protection

option will be subject to the Bank's current overdraft fees in accordance with your overdraft decision for the Overdraft Review process.

- 21. UNCOLLECTED FUNDS CHARGE.** You may be assessed an Uncollected Funds Charge at any time that the amount of collected funds in its account less any reserve requirements and any loan compensating balances results in a negative balance. When determining the balance of collected funds in your account, the Bank will determine and assign a collection period to each item deposited in the account. You agree that uncollected funds charges are not a penalty. Such charges are subject to change from time to time at the discretion of the Bank.
- 22. LEGAL PROCESS AGAINST AN ACCOUNT.** The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue, or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits, or is ordered to remit, the funds to the appropriate governmental agency or department.

The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution, or other proceeding relating to you or your account, to withhold payments of as much of the balance in your account(s) as may be the subject of such notice or process and to pay such amount to the court, creditor, or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account(s) for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account(s). You understand and agree that the Bank will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold placed on the account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal processes. If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees, or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice to you. In addition, the Bank may deduct a fee in conjunction with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account(s) are subject to the Bank's security interest and right of setoff. All funds held in a partnership account can be used to satisfy any legal process against the partnership's account notwithstanding any claim or assertion of actual ownership of the funds in the account.

- 23. DISPUTES CONCERNING AN ACCOUNT.** If we have been notified, or we reasonably believe there is a legitimate dispute or claim concerning your account, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account; or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account.

The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. Our right to freeze or place a hold on your account shall also apply if we, in good faith, believe that: (i) we have a claim against you or the funds in your account or we believe we may suffer a loss as a result of your actions; (ii) placing a hold on the account will best protect the interest of any one of the parties to the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold placed on your account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "Overdraft Item," or causes any other loss or damage.

- 24. DELAYED RETURN OF ITEM.** The Bank will not be liable if an item deposited into your account is returned after the time set by applicable law if the delay is caused by an improper endorsement. You will be liable to the Bank for any loss or expense we incur because we are unable to timely return an item drawn on your account caused by any markings or damage to the item.
- 25. RELATIONSHIP OF BANK AND DEPOSITOR.** When you open any account with the Bank a debtor/creditor relationship is created. Opening an account does not create a fiduciary relationship between the Bank and the Depositor. You agree not to bring any claim against the Bank based on an assertion that the Bank has breached a fiduciary duty.

26. COSTS AND EXPENSES. You agree to be responsible to the Bank for its loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, as a result of your breach of the terms of this Agreement, your illegal or improper activity or your negligent conduct. You authorize the Bank to deduct any such costs and expenses from your account without prior notice to you. Your responsibility for costs and expenses may include disputes between you and the Bank or situations where the Bank becomes involved in a dispute between you and some other party. The recovery of any costs and attorney's fees in a matter resolved through judicial or administrative procedure shall be determined in accordance with the rules of the court or administrative forum.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27. ITEMS PAYABLE JOINTLY. If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.

28. AUTHORIZATION OF TRANSFERS. You authorize the Bank to make transfers of funds from time to time from any deposit or credit account upon instruction of any individual using a correct account name, account number, security code, confidential identification number, or other information the Bank has on file about you, your account or any other authorized signer on your account, and whether given orally, by telephone, in person, in writing, through an ATM, point-of-sale terminal, or any other method. Any such transfers may also be governed by separate agreement with the Bank pertaining to such services. You acknowledge that the Bank has no method to determine whether a transaction conducted with the use of a valid account name, account number security code or other information which the Bank has on file about you or your account was proper and therefore authorize the Bank to complete any such transaction in which the Bank receives such identifying information.

29. DUAL SIGNATURES/SPECIAL PURPOSE ACCOUNTS. Signature cards, banking resolutions, or other documents may contain language that requires two or more signatures for items drawn on the account or indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between you and the Bank, you agree that any such provision or prior understanding is solely for internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable if we pay an item which does not have any additional signature(s), or which is not used for the special purpose indicated.

30. REMOTELY CREATED CHECKS. A remotely created check (RCC) is a check that is not created by the paying bank and that does not bear the signature of the person on whose account the check is drawn. If you deposit, cash or negotiate a RCC with the Bank, you represent that the check was authorized by person on whose account it was drawn. If a RCC is returned to us, we may debit the amount from your account without prior notice.

31. LAWS GOVERNING YOUR ACCOUNT. Your account is governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you maintain your principal place of business, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state where the branch office is located. If you do not maintain your principal place of business in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state of North Carolina. These choice of law provisions are to apply without regard to conflicts of law principles. The Bank and you agree that any lawsuits, claims or other proceedings arising from or relating to your account or this Agreement, including without limitation, the enforcement of the Arbitration provision, shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to conflicts of law principles. The Bank and you further agree that venue shall lie in the same state, exclusive of any other state.

32. USE OF YOUR ACCOUNT. Accounts and transactions subject to this Agreement may be used for lawful purposes only. Transactions reasonably believed by the bank to be used for or associated with unlawful activity may be rejected or stopped and the associated account(s) closed immediately and without prior notice. Unlawful activity forbidden under this Agreement includes, but is not limited to: fraud, money laundering, identity theft, illegal gambling, or other violations of federal, state, and local laws. Obligations owed before any improper transaction or account closure will

remain in full force. All liabilities and costs associated with rejected or stopped transactions or closed accounts are assumed by the account holder.

Collateralized Accounts. If you hold an account that has been collateralized by the bank with securities, letters of credit or other assets, upon account withdrawal, you relinquish any claim on the collateral associated with the withdrawn balances.

D. RULES APPLICABLE TO CERTAIN ACCOUNTS

1. CHECKING SUB-ACCOUNTS

All interest bearing and non-interest bearing checking (transaction) accounts offered by the Bank are designated as "Money Management Accounts." Savings and "money market" deposit accounts are not considered "Money Management Accounts." For most purposes, Money Management Accounts are treated as a single account for certain record keeping, fees, minimum balances, and paying items.

For regulatory accounting purposes, your checking account will consist of two "subaccounts" on our records. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a money market account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield (APY) earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

By regulation, the Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made; the Money Market Sub-Account is classified as a "money market" account in which case the number of transfers of funds from the account is limited to six (6) per statement cycle. The regulatory limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account, which will minimize Funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, will be automatically transferred to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

The Target Balance is a designated balance which is maintained in the Checking Sub-Account by automatic transfer of funds from the Money Market Sub-Account. The Target Balance is established for each Checking Sub-Account based on the type of checking account designated by the Bank as a Money Management Account and is subject to change from time to time without notice.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the established target balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to re-establish the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account. Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

The structure of the Money Management Accounts has no effect on the applicability of FDIC insurance coverage to the account.

2. NON-INTEREST BEARING CHECKING ACCOUNTS

The Bank offers several non-interest bearing business checking accounts, each with different qualifiers. Refer to the Business Services Pricing Guide for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges, or other qualifiers for each account.

3. INTEREST BEARING CHECKING ACCOUNTS

The Bank offers several interest bearing business checking accounts, each with different qualifiers. Refer to the Business Services Pricing Guide for details, including any limitation on the number of transactions, balance requirements to avoid periodic fees, monthly maintenance charges, or other qualifiers for each account.

Transfers and Withdrawals. You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party transfers.

Compounding and Crediting of Interest. The Bank will begin to accrue interest on items deposited in an interest bearing transaction account no later than the first business day on which the Bank receives credit for such items. (For IOLTA accounts only, interest is not compounded but it is credited to a separate legal services account. For Earnings² Checking accounts only, interest is not compounded but it is based on simple interest and credited to the account on the first business day after the 20th of the following month.) If the account is closed before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is calculated on the full amount of the collected balance, less reserve requirements in the account each day. The daily balance method is used to calculate the interest in accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day. (For IOLTA accounts only, interest is calculated on the full amount of the average monthly collected balance less reserve requirements. For Earnings² Checking accounts only, interest is calculated on the average positive monthly collected balance after subtraction of required reserves, if applicable, and deduction of balances required to offset balance-based service fees.)

Variable Interest Rate. All interest bearing business checking accounts are variable rate accounts. The Bank, at its discretion, may change the interest rate on the account at any time. Interest may be calculated on certain interest bearing business checking accounts based upon a tiered rate schedule where different rates may apply according to the balance maintained in the account.

4. MONEY MARKET, SAVINGS, AND INVESTMENT ACCOUNTS

Compounding and Crediting of Interest. Interest begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day.

Variable Rate Accounts. Except as otherwise provided, interest bearing accounts will be variable rate accounts. The interest rate may change at any time and in our sole discretion. Interest may be calculated on certain interest bearing business checking accounts based on a tiered rate schedule where different rates may apply according to the balance maintained in the account. For interest bearing checking accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

Limitations on Withdrawals and Transfers. You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a check, draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (Note: Transfers and withdrawals made through BB&T online platforms and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be

closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Business Services Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited pre-authorized automatic transfers to make payments on loans obtained from the Bank.

E. CERTIFICATES OF DEPOSIT

1. **GENERAL APPLICABILITY.** The terms, conditions, and disclosures set forth in this section apply to all Commercial Certificates of Deposit, whether they are represented by a written certificate or are book entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that the terms are applicable to specific types of Certificates of Deposit only, or where the terms and conditions set forth herein are superseded by terms and conditions set forth on the Certificate of Deposit or on the receipt for the Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit.
2. **DEFINITIONS.** For purpose of this section, "term" shall apply to the number of days or months for which the Organization agrees to have funds remain on deposit at the Bank; "maturity" or "renewal" and "renewal date" refer to the last day of the term of the Certificate of Deposit. This disclosure is in addition to the Client Summary or Interest Rate Schedule, and the Certificate of Deposit Receipt.
3. **INTEREST RATE.** All Certificates of Deposit pay a fixed rate of interest for the term of the Certificate with the exception of the Business Treasury CD and the Public Fund Treasury CD which have variable rates. A withdrawal prior to maturity will reduce earnings. The interest rate may be adjusted by the Bank in the event the Depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers established periodically by the Bank. Under no circumstances will the rate be increased above the last disclosed rate. The Bank may modify a Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.
4. **COMPOUNDING AND CREDITING.** Interest on all Certificates of Deposit begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances. Interest on all Certificates of Deposit is calculated on simple interest and credited to principal annually on the anniversary date of the Certificate unless the Certificate has a term of less than a year, in which event; interest is credited to principal at renewal.
5. **BALANCE COMPUTATION.** The Bank calculates interest on the full amount of the collected balance in the account each day. The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
6. **RENEWAL.** All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank, prior to renewal, notice of which has been given in accordance with this Agreement. If the Certificate of Deposit has a term of less than thirty-two (32) days, you have one grace day beginning the calendar day after the renewal date to change the term of the Certificate of Deposit. If the Certificate of Deposit has a term of thirty-two (32) days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) calendar day grace period beginning the day after the renewal date. Thereafter, the Certificate of Deposit will automatically renew for the modified term unless you are otherwise notified.

Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Certificates of Deposit of any term shall be automatically renewed at the current interest rate designated by the Bank at the time of renewal for Certificates of like type, term, and amount. For any Certificate of Deposit initially offered with a special bonus rate, the renewal will be at an interest rate designated by the Bank at the time of renewal, which rate shall be comparable to other commercial Certificates of Deposit of like term and amount.

7. **ADDITIONAL DEPOSITS AND PARTIAL WITHDRAWALS.** In most cases no additional deposits or partial withdrawals of principal are allowed during the term of a Certificate of Deposit. Additional deposits may be accepted and partial withdrawals of principal and interest are allowed at renewal subject to the following restrictions:

Certificates of Deposit with a term of less than thirty-two (32) days:

Additional deposits or partial withdrawals of principal and interest may be made on the grace day after the renewal date.

Certificates of Deposit with a term of thirty-two (32) days or more:

Additional deposits and partial withdrawals of principal and interest may be made during the ten (10) calendar day grace period beginning on the day after the renewal date.

Minimum Balance:

Partial withdrawals of principal and interest may be made at maturity or renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

- 8. REDEMPTION.** The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

Automatically Renewable Certificates of Deposit with a term of less than thirty-two (32) days: Redemption without penalty may be made on the one day grace period following the maturity date. If not redeemed or modified during the grace period, the Certificate of Deposit shall accrue interest at the current rate for Certificates of Deposit of the same term, type, and amount.

Automatically Renewable Certificates of Deposit with a term of thirty-two (32) days or more: Redemption without penalty may be made during the ten (10) calendar day grace period beginning the day after the maturity date. If the Certificate of Deposit is redeemed within the grace period, interest will not be paid for the days after the maturity date through the date of redemption. If not redeemed or modified within the grace period, interest shall accrue at the current rate for Certificates of Deposit of the same term, type, and amount.

- 9. WITHDRAWAL OF INTEREST.** With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit.
- 10. WITHDRAWAL OF PRINCIPAL PRIOR TO MATURITY.** Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.
- 11. EARLY WITHDRAWAL PENALTIES.** Except as otherwise disclosed:

Certificates of Deposit with a term of less than 3 months, the penalty shall be all interest that would have been earned or \$25, whichever is greater.

Certificates of Deposit with a term of 3-12 months, the penalty shall be an amount equal to 3 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.

Certificates of Deposit with a term of 13-23 months, the penalty shall be an amount equal to 6 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.

Certificates of Deposit with a term 24 months or greater, the penalty shall be an amount equal to 12 months simple interest on the principal amount withdrawn or \$25, whichever is greater.

NOTE: If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the deposit.

12. ADDITIONAL TERMS FOR THE FOLLOWING COMMERCIAL CERTIFICATE OF DEPOSITS

BUSINESS TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your BB&T Business Treasury CD at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft from a BB&T deposit account. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on all additional deposits at the interest rate on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

PUBLIC FUND TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your BB&T Public Fund Treasury CD at any time. No additional deposits are allowed except at renewal, following the guidelines described in the previous section titled "Additional Deposits and Partial Withdrawals." However, during the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

F. FUNDS AVAILABILITY

- 1. GENERAL WITHDRAWAL POLICY.** This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties (whether by check, point-of-sale transaction, debit card, ACH, or preauthorized transfer), and an unlimited number of telephonic and prearranged automatic transfers to other accounts you have with the Bank.

Our general policy is to make funds from check deposits available during nightly processing on the same business day that we receive the deposit. Incoming wire transfers and cash deposits received in person at a branch are immediately available. (Note: Deposit accounts with sweep and zero balance services are excluded. These funds will be available on the first business day after the day we receive the deposit.) Funds from an electronic direct deposit will be available on the day we receive settlement for the deposit. Once available, the deposited funds may be used by you for withdrawal or transfer and we can use the funds to pay checks and other items that post to your account. Special rules apply for certain types of deposits as outlined in subsequent sections; please review these sections in their entirety.

The following product types will receive an immediate availability of \$100 when an in person branch check deposit is made: Business Value 200, Business Value 500, Business Interest Checking, Business Money Rate Checking, Community Checking, Community Interest Checking, Civic Checking, Basic Public Fund Checking, Free Business Checking*, Brokered Comm Int Checking*, and Business Value Checking (155)*

** Denotes accounts no longer offered.*

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Bank and/or federal holidays. If you make a deposit during regular business hours, we will consider that the day of your deposit. If you make a deposit after the end of a current business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open. Inclement weather, natural disasters, or computer or electronic failures may also affect the banking day and business hours.

Business hours vary by branch or facility location and the method you choose to make your deposit. Our business days and hours are posted at our branches. Business days and hours for other deposit methods are outlined as applicable in the **ATM DEPOSITS, MOBILE DEPOSITS, AND ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS** sections. Business hours are subject to change from time to time at our discretion.

- 2. ATM DEPOSITS.** For determining the availability of your deposits made at BB&T 24 ATMs, every day is a business day, except Saturdays, Sundays, and Bank and/or federal holidays. If you make a deposit before 6:00 p.m. local time on a business day, we will consider that the day of your deposit. ATM deposits made after 6:00 p.m. local time will be considered to be deposited on the next business day. You should consult your transaction receipt for the exact posting date of any ATM deposit.

- 3. MOBILE DEPOSITS.** Mobile deposits are generally available to you within 3 business days from the business day we receive your deposit. For determining the availability of your mobile deposits, every day is a business day, except Saturdays, Sundays and Bank and/or federal holidays. If you make a deposit before 8:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a mobile deposit after 8:00 p.m. ET on a business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open.
- 4. ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS.** Online, telephone, and in-branch electronic transfers between your BB&T accounts are considered deposits. These deposits are available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your online, telephone, or in-branch electronic transfers between your BB&T accounts, every day is a business day, except Saturdays, Sundays and Bank and/or federal holidays. If you make a deposit before 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a deposit after 9:00 p.m. ET on a business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open.

- 5. LONGER DELAYS MAY APPLY.** In some cases, we may not make all of the funds from a check available on the same business day as the deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposit will be immediately available. An additional \$100 will be made available during nightly processing on the business day we receive your deposit, for a total of \$200.

If we are not going to make all of the funds from a check deposit available on the same business day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

In addition, the withdrawal of funds that you deposit by check may be delayed for a longer period under one or more of the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the preceding six (6) months.
- There is an emergency, such as failure of communications or computer equipment.
- You deposit checks to a new account (\$200 same day credit may not be given).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit. When a hold is placed for longer than two business days, you will not have any funds immediately available for use.

- 6. SPECIAL RULES FOR NEW ACCOUNTS.** The following special rules may apply during the first thirty (30) days your account is open.

Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, these checks (other than U.S. Treasury checks) must be deposited in an account held by the payee and must be deposited in person to an associate of the Bank. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our associates, the first \$5,000 may not be available until the second business day after the day of your deposit. The excess over \$5,000 will be available by the ninth business day after the day of your deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the payee will be available on the same business day we receive your deposit even if not deposited in person to one of our associates. Funds from all other check deposits generally will be available as outlined in the **GENERAL WITHDRAWAL POLICY** section.

ATM deposit functionality may be limited for temporary access devices issued for new deposit accounts.

7. HOLDS ON OTHER FUNDS.

Check Cashing. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Other Accounts. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

G. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

BACKUP WITHHOLDING. Unless you are exempt as described below, federal law requires that the Bank withhold a statutory amount of interest or dividend payments (referred to as backup withholding) if you:

- Fail to furnish a Taxpayer Identification Number (TIN), or
- The Internal Revenue Service (IRS) notifies the Bank that you furnished an incorrect TIN, or
- You or the Bank have been notified by the IRS that you are subject to backup withholding, or
- For any interest bearing account opened after December 31, 1983, you failed to certify that you were not subject to backup withholding or you failed to certify that your TIN was correct.

If a correct TIN is not furnished at the time your account is opened, backup withholding will commence immediately. If you do not have a TIN assigned to you, IRS regulations allow a sixty (60) day grace period to obtain your TIN if you have completed the proper request for such grace period. Refer to the "Taxpayer Identification Number" section below for instructions on how to obtain a TIN.

While you are waiting to be assigned a TIN, backup withholding will occur. After sixty days (60), if a certified TIN is not furnished, your account may be closed. If you furnish a correct TIN within sixty (60) of account opening, and prior to year end, you may request a refund of the amount withheld for backup withholding.

Certain additional IRS penalties may also apply if you fail to provide your TIN.

FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA"). If interest from your account is payable to certain foreign financial institutions, investment funds, or other non-financial foreign entities you are required to certify your FATCA status and provide any other applicable information at the Bank's request. Failure to provide such certification or information may result in a 30% withholding on the payment of interest. The Bank shall not be liable for any additional amounts you may owe as a result of your failure to comply with FATCA.

TAXPAYER IDENTIFICATION NUMBER

For sole proprietorships, the Taxpayer Identification Number may be either a Social Security number or an Employer Identification Number. If a sole proprietor is a resident or nonresident alien, and is ineligible for a Social Security number, the Taxpayer Identification Number may be either an IRS "Individual Taxpayer Identification Number" (ITIN) or an Employer Identification Number (EIN). For corporations, estates, organizations, clubs, and trusts the Taxpayer Identification Number is their Employer Identification Number. If the Organization does not have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Card (for individuals), from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from the local IRS office, or Form W-7, Application for IRA Individual Taxpayer Identification Number (for sole proprietors who are resident or nonresident aliens). In addition, sole proprietors who are resident or nonresident aliens must also furnish a passport, or some other government document to verify identity.

EXEMPT PAYEES. If the Organization is exempt from backup withholding and information reporting, it must complete a certification to that effect provided by the Bank. It must also provide the Bank with its Taxpayer Identification Number to be considered exempt. The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item (7). For broker transactions, payees listed in (1) through (11) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt.

Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (5), except that a corporation that provides medical and health care services or bills and collects payments from such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (5) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

1. A corporation
2. An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b) (7)
3. The United States or an agency or instrumentality thereof
4. A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof
5. A foreign government or a political subdivision, agency or instrumentality thereof
6. A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List
13. A trust exempt from tax under section 664 or described in section 4947 Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, 6050N, and 6050W of the Internal Revenue Code, and the Treasury Regulations under such sections.

FOREIGN ENTITIES. You will be exempt from backup withholding if you are a foreign entity and have completed a Form W-8. This certification must be made every three (3) calendar years. You must be able to certify exemption as a foreign entity to exempt the account from backup withholding because of foreign status.

PRIVACY ACT NOTICE. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payments to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

PENALTIES

FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish a correct Taxpayer Identification Number (TIN), you may be subject to a penalty of \$50 for each such failure unless such failure is due to reasonable cause and not to willful neglect. If you fail to furnish a TIN, the Bank may refuse to open your account. The Bank may close an account which was opened without a TIN and you fail to subsequently provide a TIN.

CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you may be subject to a penalty of \$500.

CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

MISUSE OF TINs. If you disclose or use a TIN in violation of federal law, you may be subject to civil and criminal penalties.

H. BANK SECRECY ACT

The Bank Secrecy Act (BSA) and its implementing regulation require a financial institution to maintain records and/or report certain transactions to federal government agencies. The act and regulation have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

1. **USA PATRIOT ACT.** Under federal law, the Bank is required to verify the identity of any party seeking to open an account with the Bank. You acknowledge that the Bank's identity verification procedures require the Bank to request certain information from you or third parties regarding you. You agree to provide the Bank with, and consent to, the Bank obtaining from third parties such requested information, including name, legal status, taxpayer identification

number, and physical address, as a condition of opening any account. To the extent that you fail to provide or to consent to providing any such information, that failure shall be grounds for the Bank to not open your account and/or to close your account(s).

- 2. REPORTING CERTAIN ACTIVITIES.** Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) funds transfers of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

You may be eligible for a qualified exemption from some of the Bank Secrecy Act reporting requirements. To qualify for such exemption, you agree to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.

Pro-forma Account Analysis Statement

BOS 2017-06-21 p.343-549



FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER tbd

PUBLIC FUND ANALYZED CHECKING

BALANCE SUMMARY

AVERAGE LEDGER BALANCE	\$6,377,711.00	AVERAGE COLLECTED BALANCE	\$6,364,787.20
LESS: AVERAGE FLOAT	\$12,923.80	ADD: AVERAGE UNCOLLECTED BALANCE	\$0.00
AVERAGE COLLECTED BALANCE	\$6,364,787.20	AVERAGE POSITIVE COLLECTED BALANCE	\$6,364,787.20
		LESS: REQUIRED RESERVES 0.00%	\$0.00
AVERAGE UNCOLLECTED BALANCE		AVERAGE POSITIVE AVAILABLE BALANCE	\$6,364,787.20

BBT	BANK SERVICES	UNITS	RATE	AMOUNT	BALANCE REQD
BALANCE RELATED SERVICES					
35	DEP ACCT USAGE FEE \$.1333/\$1K	6,377,711	0.01333%	\$850.14	\$1,641,805
				\$850.14	\$1,641,805
GENERAL BANKING SERVICES					
21	MAINTENANCE FEE	5	\$21.00	\$105.00	\$202,778
100	CREDITS POSTED	0	\$0.90	\$0.00	\$0
114	ITEMS DEPOSITED - OTHER	2,266	\$0.15	\$339.90	\$656,421
121	REMOTE DEPOSIT ITEMS-OTHER	0	\$0.15	\$0.00	\$0
128	CHECKS PAID AND OTHER DEBITS	654	\$0.20	\$130.80	\$252,603
395	COIN AND CURRENCY DEPOSITED	0	\$0.002	\$0.00	\$0
419	CHECK IMAGES WITH STATEMENT	3	\$4.00	\$12.00	\$23,175
1200	RDI SPECIAL HANDLING MAINT	5	\$10.00	\$50.00	\$96,561
1205	RETURNED DEPOSIT/CASH ITEM FEE	6	\$12.00	\$72.00	\$139,048
1210	REDEPOSIT - STANDARD	5	\$12.00	\$60.00	\$115,873
				\$769.70	\$1,486,458
SPECIAL COLLECTION SERVICES					
ONSITE DEPOSIT TRADITIONAL					
440	REMOTE DEPOSIT CLIENT SET-UP (1st Location) (Setup)	0	\$200.00		
444	REMOTE DEPOSIT CLIENT SET-UP (Add. Locations) (Setup)	0	\$75.00		
443	REMOTE DEPOSIT EQUIPMENT (Setup)	0	\$936.00		
441	REMOTE DEPOSIT MONTHLY MAINT	1	\$47.00	\$47.00	\$90,767
442	REMOTE DEPOSIT IMAGE CAPTURED	2,266	\$0.12	\$271.92	\$525,137
CHECKTRACK					
430	CHECKTRACK CREDIT	0	-\$7.00	\$0.00	\$0
				\$318.92	\$615,904
WIRE TRANSFER SERVICES					
2028	INCOMING WIRE	8	\$15.00	\$120.00	\$231,746
2208	CORPORATE CALL NON REP WIRE	0	\$25.00	\$0.00	\$0
2209	CORPORATE CALL REP WIRE	0	\$17.00	\$0.00	\$0
2205	CORPORATE CALL MONTHLY MAINT	0	\$20.00	\$0.00	\$0
2520	OUTGOING FUNDS TRANSFER REPAIR	1	\$10.00	\$10.00	\$19,312
2522	WIRE ADVICE - EMAIL	8	\$3.00	\$24.00	\$46,349
3307	CMOL NON REPETITIVE WIRE	1	\$12.00	\$12.00	\$23,175
3308	CMOL REPETITIVE WIRE	0	\$11.00	\$0.00	\$0
3310	CMOLINE WIRE MAINT	1	\$10.00	\$10.00	\$19,312
				\$176.00	\$339,894
ACH SERVICES					

Pro-forma Account Analysis Statement

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FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
RECEIVED				
105B ACH RECEIVED CREDIT ≥100	125	\$0.20	\$25.00	\$48,280
134B ACH RECEIVED DEBIT ≥100	155	\$0.20	\$31.00	\$59,868
INITIATION				
530 ACH NOTIFICATION OF CHANGE	3	\$3.00	\$9.00	\$17,381
532 ACH RETURN NOTICE-FAX/EMAIL	0	\$3.00	\$0.00	\$0
538 ACH RETURN ITEMS	0	\$6.00	\$0.00	\$0
540 ACH MONTHLY MAINTENANCE	2	\$45.00	\$90.00	\$173,810
545 ACH INPUT FILE RECEIVED/TRANS	3	\$17.50	\$52.50	\$101,389
553 TOTAL ACH ORIGINATED ITEMS ≤5000	1,087	\$0.15	\$163.05	\$314,885
3314 CMOL ACH FILE (Option B)	3	\$12.00	\$36.00	\$69,524
542 ACH MONTHLY MAINT PREMIUM Option B	0	\$50.00	\$0.00	\$0
3316 ACH ORIGINATED ITEM SAME DAY Option B	0	\$1.00	\$0.00	\$0
ACH CONTROL				
1052 ACH POSITIVE PAY MONTHLY MAINT	0	\$25.00	\$0.00	\$0
1050 ACH AUTHORIZATION RECORD	0	\$5.00	\$0.00	\$0
ACH BLANKET BLOCK				
1051 ACH DEBIT BLANKET BLOCK MAINT	0	\$15.00	\$0.00	\$0
UPIC				
1055 UPIC MONTHLY MAINTENANCE	0	\$15.00	\$0.00	\$0
			\$406.55	\$785,136
RECONCILIATION SERVICES				
ACCOUNT RECON				
332 PAID LIST RECON MAINTENANCE	1	\$60.00	\$60.00	\$115,873
334 PAID LIST RECON ITEMS	592	\$0.06	\$35.52	\$68,597
CD-ROM				
331 CD-ROM MAINTENANCE	0	\$30.00	\$0.00	\$0
333 CD-ROM ITEMS	0	\$0.05	\$0.00	\$0
335 CD-ROM DISK	0	\$15.00	\$0.00	\$0
341 CD-ROM MULTIPLE ACCOUNT FEE	0	\$10.00	\$0.00	\$0
POSITIVE PAY				
4160 PAYEE POSPAY - MAINT	5	\$75.00	\$375.00	\$724,206
4141 POSPAYPAYEE POSPAY ITEMS	592	\$0.08	\$47.36	\$91,462
3327 CMOL POSITIVE PAY EXCEPTION	0	\$0.00	\$0.00	\$0
3329 CMOL POSITIVE PAY IMAGE	0	\$2.00	\$0.00	\$0
354 RECON MANUAL ENTRY REQUEST	0	\$0.00	\$0.00	\$0
349 POSITIVE PAY TRANSMISSION	0	\$0.00	\$0.00	\$0
			\$517.88	\$1,000,139
INFORMATION SERVICES				
CASHMANAGER ONLINE				
3530 CMOL CLIENT ID	1	\$10.00	\$10.00	\$19,312
3300 CMOL PD ACCT MAINT	4	\$40.00	\$160.00	\$308,995
3301 CMOL CD ACCT MAINT	0	\$40.00	\$0.00	\$0
3309 CMOL IMAGE RETRIEVED	2	\$2.00	\$4.00	\$7,725
3303 CMOL STOP PAYMENT MAINT	1	\$10.00	\$10.00	\$19,312
3304 CMOL STOP PAYMENT - 6 MONTH	0	\$15.00	\$0.00	\$0
3349 CMOL STOP PAYMENT - 1 YEAR	3	\$15.00	\$45.00	\$86,905
3350 CMOL STOP PAYMENT - 18 MONTH	0	\$20.00	\$0.00	\$0

Pro-forma Account Analysis Statement



FLUVANNA COUNTY

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
3351 CMOL STOP PAYMENT - 2 YEAR	0	\$20.00	\$0.00	\$0
3352 CMOL STOP PAYMENT - 3 YEAR	0	\$20.00	\$0.00	\$0
3353 CMOL STOP PAYMENT - 4 YEAR	0	\$25.00	\$0.00	\$0
3354 CMOL STOP PAYMENT - 5 YEAR	0	\$25.00	\$0.00	\$0
3356 CMOL STOP PAYMENT - 7 YEAR	0	\$30.00	\$0.00	\$0
3305 CMOL ACCT TRANSFER	0	\$6.00	\$0.00	\$0
3533 CMOL - PD LOADED ITEMS	1,040	\$0.20	\$208.00	\$401,693
3536 CMOL - CD LOADED ITEMS	0	\$0.25	\$0.00	\$0
			\$437.00	\$843,942
CASH MANAGEMENT SERVICES				
ZBA				
850 ZBA MASTER ACCOUNT MAINTENANCE	1	\$45.00	\$45.00	\$86,905
851 ZBA ACCOUNT MAINTENANCE	1	\$25.00	\$25.00	\$48,280
			\$70.00	\$135,185
VAULT SERVICES				
1401 VAULT-PER DEPOSIT CHARGE	194	\$1.00	\$194.00	\$374,656
1405 VAULT-COIN AND CURRENCY	79,925	\$0.0012	\$95.91	\$185,223
1415 VAULT-COIN DEPOSIT STANDARD	38	\$2.00	\$76.00	\$146,772
1416 VAULT-COIN DEPOSIT NONSTANDARD	0	\$5.00	\$0.00	\$0
			\$365.91	\$706,652
TOTAL SERVICES			\$3,912.10	\$7,555,114

EARNINGS CREDIT SUMMARY

AVERAGE POSITIVE AVAILABLE BALANCE	\$6,364,787.20	TOTAL CHARGES FOR ANALYZED SERVICES	\$3,912.10
LESS: BALANCE EARNING INTEREST	\$0.00	LESS: EARNINGS CREDIT	\$3,295.74
BALANCE AVAILABLE FOR EARNINGS CREDIT	\$6,364,787.20	TOTAL ANALYZED SERVICE CHARGE	\$616.36
EARNINGS CREDIT ALLOWANCE	0.63%	ADD: EXPLICIT & BILLED SEPARATELY	\$0.00
	3,295.74	TOTAL SERVICE CHARGE FOR PERIOD	\$616.36

Pro-forma Account Analysis Statement

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FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER tbd

PUBLIC FUND ANALYZED CHECKING

BALANCE SUMMARY

AVERAGE LEDGER BALANCE	\$1,993,808.00	AVERAGE COLLECTED BALANCE	\$1,993,784.00
LESS: AVERAGE FLOAT	\$24.00	ADD: AVERAGE UNCOLLECTED BALANCE	\$0.00
AVERAGE COLLECTED BALANCE	\$1,993,784.00	AVERAGE POSITIVE COLLECTED BALANCE	\$1,993,784.00
		LESS: REQUIRED RESERVES 0.00%	\$0.00
AVERAGE UNCOLLECTED BALANCE		AVERAGE POSITIVE AVAILABLE BALANCE	\$1,993,784.00

BBT BANK SERVICES	UNITS	RATE	AMOUNT	BALANCE REQD
BALANCE RELATED SERVICES				
35 DEP ACCT USAGE FEE \$.1333/\$1K	1,993,808	0.01333%	\$265.77	\$513,260
			\$265.77	\$513,260
GENERAL BANKING SERVICES				
21 MAINTENANCE FEE	2	\$21.00	\$42.00	\$81,111
100 CREDITS POSTED	0	\$0.90	\$0.00	\$0
114 ITEMS DEPOSITED - OTHER	1	\$0.15	\$0.15	\$290
121 REMOTE DEPOSIT ITEMS-OTHER	0	\$0.15	\$0.00	\$0
128 CHECKS PAID AND OTHER DEBITS	66	\$0.20	\$13.20	\$25,492
395 COIN AND CURRENCY DEPOSITED	0	\$0.002	\$0.00	\$0
419 CHECK IMAGES WITH STATEMENT	1	\$4.00	\$4.00	\$7,725
1200 RDI SPECIAL HANDLING MAINT	0	\$10.00	\$0.00	\$0
1205 RETURNED DEPOSIT/CASH ITEM FEE	0	\$12.00	\$0.00	\$0
1210 REDEPOSIT - STANDARD	0	\$12.00	\$0.00	\$0
			\$59.35	\$114,618
SPECIAL COLLECTION SERVICES				
ONSITE DEPOSIT TRADITIONAL				
440 REMOTE DEPOSIT CLIENT SET-UP (1st Location) (Setup)	0	\$200.00		
444 REMOTE DEPOSIT CLIENT SET-UP (Add. Locations) (Setup)	0	\$75.00		
443 REMOTE DEPOSIT EQUIPMENT (Setup)	0	\$936.00		
441 REMOTE DEPOSIT MONTHLY MAINT	0	\$47.00	\$0.00	\$0
442 REMOTE DEPOSIT IMAGE CAPTURED	0	\$0.12	\$0.00	\$0
CHECKTRACK				
430 CHECKTRACK CREDIT	0	-\$7.00	\$0.00	\$0
			\$0.00	\$0
WIRE TRANSFER SERVICES				
2028 INCOMING WIRE	0	\$15.00	\$0.00	\$0
2208 CORPORATE CALL NON REP WIRE	0	\$25.00	\$0.00	\$0
2209 CORPORATE CALL REP WIRE	0	\$17.00	\$0.00	\$0
2205 CORPORATE CALL MONTHLY MAINT	0	\$20.00	\$0.00	\$0
2520 OUTGOING FUNDS TRANSFER REPAIR	0	\$10.00	\$0.00	\$0
2522 WIRE ADVICE - EMAIL	0	\$3.00	\$0.00	\$0
3307 CMOL NON REPETITIVE WIRE	0	\$12.00	\$0.00	\$0
3308 CMOL REPETITIVE WIRE	0	\$11.00	\$0.00	\$0
3310 CMOLINE WIRE MAINT	0	\$10.00	\$0.00	\$0
			\$0.00	\$0
ACH SERVICES				

Pro-forma Account Analysis Statement

BOS 2017-06-21 p.347-549



FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
RECEIVED				
105A ACH RECEIVED CREDIT <100	6	\$0.20	\$1.20	\$2,317
134A ACH RECEIVED DEBIT <100	9	\$0.20	\$1.80	\$3,476
INITIATION				
530 ACH NOTIFICATION OF CHANGE	0	\$3.00	\$0.00	\$0
532 ACH RETURN NOTICE-FAX/EMAIL	0	\$3.00	\$0.00	\$0
538 ACH RETURN ITEMS	0	\$6.00	\$0.00	\$0
540 ACH MONTHLY MAINTENANCE	1	\$45.00	\$45.00	\$86,905
545 ACH INPUT FILE RECEIVED/TRANS	0	\$17.50	\$0.00	\$0
553 TOTAL ACH ORIGINATED ITEMS ≤5000	94	\$0.15	\$14.10	\$27,230
3314 CMOL ACH FILE (Option B)	1	\$12.00	\$12.00	\$23,175
542 ACH MONTHLY MAINT PREMIUM Option B	0	\$50.00	\$0.00	\$0
3316 ACH ORIGINATED ITEM SAME DAY Option B	0	\$1.00	\$0.00	\$0
ACH CONTROL				
1052 ACH POSITIVE PAY MONTHLY MAINT	1	\$25.00	\$25.00	\$48,280
1050 ACH AUTHORIZATION RECORD	1	\$5.00	\$5.00	\$9,656
ACH BLANKET BLOCK				
1051 ACH DEBIT BLANKET BLOCK MAINT	0	\$15.00	\$0.00	\$0
UPIC				
1055 UPIC MONTHLY MAINTENANCE	0	\$15.00	\$0.00	\$0
			\$104.10	\$201,040
RECONCILIATION SERVICES				
ACCOUNT RECON				
332 PAID LIST RECON MAINTENANCE	1	\$60.00	\$60.00	\$115,873
334 PAID LIST RECON ITEMS	63	\$0.06	\$3.78	\$7,300
CD-ROM				
331 CD-ROM MAINTENANCE	0	\$30.00	\$0.00	\$0
333 CD-ROM ITEMS	0	\$0.05	\$0.00	\$0
335 CD-ROM DISK	0	\$15.00	\$0.00	\$0
341 CD-ROM MULTIPLE ACCOUNT FEE	0	\$10.00	\$0.00	\$0
POSITIVE PAY				
4160 PAYEE POSPAY - MAINT	1	\$75.00	\$75.00	\$144,841
4141 POSPAYPAYEE POSPAY ITEMS	63	\$0.08	\$5.04	\$9,733
3329 CMOL POSITIVE PAY IMAGE	0	\$2.00	\$0.00	\$0
349 POSITIVE PAY TRANSMISSION	0	\$0.00	\$0.00	\$0
			\$143.82	\$277,748
INFORMATION SERVICES				
CASHMANAGER ONLINE				
3530 CMOL CLIENT ID	0	\$10.00	\$0.00	\$0
3300 CMOL PD ACCT MAINT	1	\$40.00	\$40.00	\$77,249
3309 CMOL IMAGE RETRIEVED	0	\$2.00	\$0.00	\$0
3303 CMOL STOP PAYMENT MAINT	1	\$10.00	\$10.00	\$19,312
3304 CMOL STOP PAYMENT - 6 MONTH	0	\$15.00	\$0.00	\$0
3349 CMOL STOP PAYMENT - 1 YEAR	1	\$15.00	\$15.00	\$28,968
3350 CMOL STOP PAYMENT - 18 MONTH	0	\$20.00	\$0.00	\$0
3351 CMOL STOP PAYMENT - 2 YEAR	0	\$20.00	\$0.00	\$0
3352 CMOL STOP PAYMENT - 3 YEAR	0	\$20.00	\$0.00	\$0
3353 CMOL STOP PAYMENT - 4 YEAR	0	\$25.00	\$0.00	\$0

Pro-forma Account Analysis Statement



FLUVANNA COUNTY PREP

"Apples to Apples" Comparison. Additional inquired treasury services represented with "0" to show pricing.

Date Range: feb 2017
 Account Officer: bryan thomas
 TM Consultant: lauren minnick

ACCOUNT NUMBER	tbd		PUBLIC FUND ANALYZED CHECKING	
3354 CMOL STOP PAYMENT - 5 YEAR	0	\$25.00	\$0.00	\$0
3356 CMOL STOP PAYMENT - 7 YEAR	0	\$30.00	\$0.00	\$0
3305 CMOL ACCT TRANSFER	0	\$6.00	\$0.00	\$0
3533 CMOL - PD LOADED ITEMS	82	\$0.20	\$16.40	\$31,672
			\$81.40	\$157,201
CASH MANAGEMENT SERVICES				
ZBA				
850 ZBA MASTER ACCOUNT MAINTENANCE	1	\$45.00	\$45.00	\$86,905
851 ZBA ACCOUNT MAINTENANCE	2	\$25.00	\$50.00	\$96,561
			\$95.00	\$183,466
VAULT SERVICES				
1401 VAULT-PER DEPOSIT CHARGE	1	\$1.00	\$1.00	\$1,931
1405 VAULT-COIN AND CURRENCY	0	\$0.0012	\$0.00	\$0
1415 VAULT-COIN DEPOSIT STANDARD	0	\$2.00	\$0.00	\$0
1416 VAULT-COIN DEPOSIT NONSTANDARD	0	\$5.00	\$0.00	\$0
			\$1.00	\$1,931
TOTAL SERVICES			\$750.44	\$1,449,262

EARNINGS CREDIT SUMMARY

AVERAGE POSITIVE AVAILABLE BALANCE	\$1,993,784.00	TOTAL CHARGES FOR ANALYZED SERVICES	\$750.44
LESS: BALANCE EARNING INTEREST	\$0.00	LESS: EARNINGS CREDIT	\$1,032.40
BALANCE AVAILABLE FOR EARNINGS CREDIT	\$1,993,784.00	EXCESS EARNINGS CREDITS	\$281.96
EARNINGS CREDIT ALLOWANCE	0.63%	ADD: EXPLICIT & BILLED SEPARATELY	\$0.00
	1,032.40	TOTAL SERVICE CHARGE FOR PERIOD	\$0.00

**COUNTY OF FLUVANNA, VIRGINIA
BANKING SERVICES CONTRACT**

This **BANKING SERVICES CONTRACT** (collectively with all exhibits hereto, the “Contract”) dated this ____ day of _____, 2017 is between the **COUNTY OF FLUVANNA** (the “Fluvanna County”), a political subdivision of the Commonwealth of Virginia, **LINDA LENHERR, TREASURER** of Fluvanna County Virginia (the “Treasurer”); and **BRANCH BANKING AND TRUST COMPANY OF VIRGINIA** (“Bank”), a Virginia corporation, and is binding among and between these parties as of the date of Fluvanna County’s signature. The Treasurer and Fluvanna County are collectively referred to herein as the “County”.

WHEREAS, the County wishes to hire the Bank to serve as its municipal Bank and financial Bank in accordance with the provisions of this Contract and the Bank, is a public depository, is engaged in the business of providing banking services, and is authorized under applicable Federal and State law and applicable regulatory rules to provide Banking Services to the County as provided herein;

WHEREAS, the County desires to engage Bank’s services for general banking and related services (the “services” as more specifically defined below) as described in its RFP and Proposal, each as defined below; and

WHEREAS, the Bank represents that it is duly authorized and qualified to provide the aforesaid Services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE AND EXHIBITS

The Bank shall provide Banking Services as needed by the County so as to meet or exceed the requirements of: (i) the Request for Proposals, Banking Services, RFP Number 2017-06, as amended by those Addendums #1 and #2 (as amended, the “**RFP**”), which RFP is substantively incorporated into Bank’s Proposal, and which original RFP is incorporated herein by reference and made a material part of this Contract; (ii) the Bank’s Proposal in response to the RFP March 31, 2017, which includes all exhibits, appendices and attachments thereto, and which has been modified as to agreed by the parties for inclusion in this Contract (as modified the “Proposal”), and which modified Proposal is attached hereto as **Exhibit 1** and incorporated herein by reference and made a material part of this Contract; (iii) all appendices, exhibits and attachments to the Proposal including without limitation, the Account Recommendations & Pricing, Pro-forma Account Analysis Statement, the County’s General Terms imbedded with the Bank’s responses thereto, Certificate of No Collusion, Offeror Statement, Proof of Authority to Transact Business in Virginia, Vendor Data Sheet, Addendum #1 and #2 to the RFP, Sample Implementation Timeline, Recognitions, Public Depository Monthly Reports, Sample Account Statements and summaries, Treasury Management Agreement, BB&T ACH Control Attachment, ACH Service Attachment, BB&T CashManager Online Attachment, Wire Transfer Service Attachment, Client Remote Deposit Agreement, Resolution and Agreement for Deposit Account,

and the BB&T Signature Card, Commercial Bank Services Agreement; (iv) this Contract; (v) the County of Fluvanna's General Terms, Conditions and Instructions to Bidders and Contractors (the "County's General Terms") which was attached to the RFP and is attached hereto as **Exhibit 2** and which is incorporated herein by reference as a material provision hereof.

The Treasurer shall serve as program administrator for this project and will be the local government point of contact for this Contract.

ARTICLE II. SCOPE OF SERVICES

As required by the County, the Bank will provide to the County general banking services, deposit, counsel and associated services related to the development of the County's banking as may hereafter be authorized by the County. The level of effort/participation will vary from task to task. In all events, the Bank's Services shall be performed as expeditiously as possible and consistent with generally accepted standards for the provision of professional Banking Services to local governments in Virginia. It is anticipated that the range of Services will include, but not necessarily be limited to, the following: the Services, as defined below.

The Banking Services, work, materials and other provisions and requirements of the RFP, including, but not limited to, Section 3 "Scope of Services" of the RFP, and Proposal are hereinafter collectively referred to as the "**Services**". Section 3, including all subparts thereof, of the RFP, the Proposal, and the County's General Terms, set out in detail the Services including the requirements and obligations of Bank related to performing the Services. The Services must be furnished by Bank so as to meet or exceed all applicable industry standards.

The extent and character of the work to be done by the Bank shall be subject to the general control and approval of the Treasurer or her authorized representative and Fluvanna County through its County Administrator to the extent permitted by applicable law. The Bank shall not comply with requests and/or orders issued by others than the Treasurer or County Administrator with authority for Fluvanna County.

Notwithstanding the foregoing, the County rejects the Bank's offer of the BB&T Visa Purchasing Card as described in the Proposal in response to the requirement of Section 4(C) of the RFP and such shall not be provided under this Contract. Should the Treasurer and Fluvanna County desire to amend this Contract to add a BB&T Visa Purchasing Card(s), then such shall be by written amendment of this Contract signed by all parties hereto.

ARTICLE III. FEES

All fees charged shall be in conformance with the Proposal (with specific reference to the section entitled "Account Recommendations & Pricing", Proforma Account Analysis Statement, and the "Financial Institution Pricing Sheet"), the County's General Terms and applicable law. The County has opted to use the Public Fund Analyzed Checking Account recommended by the Bank and as described in the Account Recommendations & Pricing section of the Proposal. All Services will be billed annually in arrears as described in the Bank's Proposal. **The County will receive an earnings credit allowance of 0.63% that is applied to offset any service charges.**

To the extent that the Proposal (with specific reference to the section entitled “Account Recommendations & Pricing”, Proforma Account Analysis Statement, and the “Financial Institution Pricing Sheet”) requires an earnings credit allowance of any other amount such does NOT apply and the earnings income credit is 0.63%. All invoices shall be made and paid in accordance with Section 45 of the County’s General Terms.

ARTICLE IV. DIRECT PERSONNEL EXPENSE

The Bank represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the County. Further, all Services required hereunder shall be performed by the Bank or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such Services.

ARTICLE V. GENERAL CONDITIONS

A. Term of Contract

This term of this Contract shall continue for a period of five (5) years beginning on the date Fluvanna County signs this agreement and continuing for five years thereafter unless sooner terminated in accordance with this Contract.

B. Compliance with Local, State and Federal Rules, Regulations and Laws

The Bank shall comply with all applicable local, state and federal rules, regulations, ordinances, laws, orders and codes as they pertain to this Agreement.

C. Findings Confidential

Unless otherwise required by law, all of the reports, studies, information, data, analysis, calculations, etc., given to the Bank by the County and/or prepared or assembled by the Bank under this Contract are confidential; and the Bank agrees that same (other than information which is readily available from sources available to the general public) shall not be made available to any individual or organization without the prior written approval of the County in the County’s sole discretion, unless disclosure of such information is required by law, rule or regulation or the valid order of a court or administrative agency of competent authority. The Bank shall not publish or copyright the results of any Services performed pursuant to this Contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by the Bank of its Services hereunder, without prior written approval of the County.

D. Prohibition Against Contingent Fees

The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Contract, and that it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bank, any fee, commission, percentage, gift, or any

other consideration, contingent upon or resulting from the award or making of this Contract.

E. No Agency Relationship

The Bank is not the agent, sub-agent or representative of the County; and this Contract shall not make the County liable to any person, firm, corporation or other party who contracts with or provides goods or Services to the Bank in connection with the Services it has agreed to perform hereunder or otherwise for debts or claims accruing to such parties against the Bank; and there is no contractual relationship, either express or implied, between the County and any other person, firm, corporation or other party supplying any work, labor, Services, goods or materials to the Bank as a result of its Services to the County hereunder or otherwise.

F. Non-assignability

The Bank may not assign, delegate, sublet or otherwise dispose (collectively hereinafter an “assignment”) of this Contract, or the Services to be performed hereunder, or the rights accruing thereto without the prior written consent of the Treasurer and the County Administrator or his designee, as authorized by the Board of Supervisors of the County, in their sole discretion. Any assignment without such prior written consent shall be null and void, ab initio, provided however that, the bankruptcy, takeover or merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of the Bank, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Contract.

I. Modification of Scope of Services

Modification of this Contract including in the scope of Services to be performed hereunder and compensation for same must have prior written approval from the County.

J. Headings

All headings and descriptive headings of paragraphs in this Contract are inserted for convenience only and shall not effect the construction or interpretation hereof.

K. General Terms and Defined Terms

The County’s General Terms are incorporated herein by reference as material provisions of this Contract. The Bank is referred to as “Contractor” in the attached Exhibit 2. Should there be a direct conflict between the provisions of this Contract and any exhibit hereto, the following shall control, in the order listed (i) provisions in the body of this Contract; (ii) the RFP; (iii) the Proposal; (vi) the attachments, exhibits and appendices to the Proposal; and (v) the General Terms. Notwithstanding the foregoing, to the extent BB&T’s Responses in its Proposal to the County’s General Terms certify “Acknowledged” or “The Bank acknowledges this condition and makes every effort to comply” or substantially similar language or other language with a similar meaning, then such provision of the County’s General Terms is fully enforceable without modification or amendment. To the extent BB&T’s response in its Proposal to the County’s

General Terms includes a substantive clarification or modification, such will be used to interrupt the County's General Terms subject to applicable law.

Any terms defined herein shall have the same meaning when used in any exhibit hereto unless the context requires otherwise.

L. Notices

The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Contract:

FLUVANNA COUNTY:

Steven M. Nichols
County Administrator
P.O. Box 540
Palmyra, VA 22963
And

Eric Dahl
Fluvanna County Finance Director
P.O. Box 540
Palmyra, VA 22963;

With a copy to:
Frederick W. Payne, Fluvanna County Attorney
414 East Jefferson Street
Charlottesville, VA 22902

TREASURER:

Linda Lenherr, Fluvanna County Treasurer
34 Palmyra Lane
Palmyra, VA 22963
(434) 591-1945

BANK:

Branch Banking and Trust Company
Attn: Cheryle Mack, Senior Vice President
One Columbus Center, Suite 201
Virginia Beach, VA 23462
(757) 326-6457
cmack@bbandt.com

The parties may amend such addresses by written notice to the opposite party at the given address.

N. Default

In case of default by the Bank, in addition to any other legal or equitable remedies available to it, the County may terminate this Contract by written notice to the Bank and/or may procure the applicable Services from other sources and hold the Bank responsible for reasonable costs of completion incurred as a result of the Bank's failure to perform.

In witness whereof, the following duly authorized parties hereto have caused this contract to be signed and sealed by their respective authorized officers as of the dates set forth below.

County:
Fluvanna County

Bank:
Branch Banking and Trust Company

By: _____
Mr. Steven Nichols, County Administrator

By: _____
Cheryle Mack, Sr Vice President, Regional
Business Deposits Officer

Date: _____

Date: _____

Treasurer

Linda Lenherr, Treasurer

Date: _____

Approved as to form:

Fluvanna County Attorney, by Kristina M. Hofmann, Assistant County Attorney

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

TAB P

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	County Attorney Compensation Agreement				
MOTION(s):	I move to approve the County Attorney's Compensation Agreement for services for Fiscal Year 2018, effective July 1, 2017.				
TIED TO STRATEGIC INITIATIVES?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Steven M. Nichols, County Administrator, and Fred Payne, County Attorney				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approval.				
TIMING:	The County Attorney's current agreement ends September 1, 2017.				
DISCUSSION:	The County Attorney has proposed the same service rates for FY18 as are currently in effect. The agreement calls for a flat monthly fee of \$10,000 and includes additional services and periodic on-site work. Other rates and terms are specified below and in the attached proposal document.				
		Position	Prior	New	
		Frederick W. Payne	\$310	\$310	
		Donna R. DeLoria	\$265	\$265	
		William W. Tanner	\$240	\$240	
		Kristina M. Hofmann	\$215	\$215	
		Christina A. Guidry	\$150	\$150	
		Paralegals	\$ 95	\$ 95	
		Assistants (when applicable)	\$ 75	\$ 75	
FISCAL IMPACT:	Budgeted for FY18				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Draft Agreement				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				



FLUVANNA COUNTY ATTORNEY

Deputy County Attorneys:
Donna R. DeLoria
William W. Tanner

Frederick W. Payne
414 East Jefferson Street
Charlottesville, Virginia 22902
Telephone: (434) 977-4507
Facsimile: (434) 977-6574
E-mail: fwpayne@fluvannacounty.org

Assistant County Attorney:
Kristina M. Hofmann
Christina Ashie Guidry

COUNTY ATTORNEY SERVICES

Effective July 1, 2017

The Fluvanna County Attorney is appointed by the governing body and serves at the pleasure of the governing body. He shall serve at a rate of compensation as set forth hereinafter and shall be allowed to recover his reasonable costs expended. When serving at an hourly rate, the County Attorney shall provide the County with an itemized list of fees and expenses.

The County Attorney shall have the duty in civil matters of advising the governing body and all boards, departments, agencies, officials and employees of the County, of drafting or preparing ordinances, of defending or bringing actions in which the County or any of its boards, departments or agencies, or officials or employees, thereof, shall be a party, and in any other manner advising or representing the County, its boards, departments, agencies, officials and employees, and the County Attorney shall be accountable to the governing body in the performance of his duties.

The County Attorney is the primary risk management officer for the County and works daily with leadership, staff and citizens to resolve problems. The County Attorney and Deputy/Assistant County Attorneys work collaboratively with County leadership to accomplish the essential functions outlined below with an emphasis on creative solutions to the County's desired goals within the limits of state law.

ESSENTIAL FUNCTIONS: This information is of a general nature, and is not intended to be a comprehensive description of every role and responsibility.

I. For routine services, the County Attorney will be paid a flat fee of \$10,000 per month. "Routine services" shall include such matters as (a) regular advice and support to members of the Board, the County Administrator and other members of the County staff, as well as constitutional officers upon their request; (b) reviewing/drafting of ordinary documents, including, but not limited to, private road maintenance agreements, development bonds, zoning and subdivision staff reports, tax refund letters, legal notices, etc.; (c) drafting of routine ordinance amendments and regular maintenance of the County Code to maintain compliance with state enabling legislation; (d) support of staff in enforcement of zoning, subdivision and other County Code violations (but not including court proceedings except as directed by the Commonwealth's Attorney); (e) assistance to staff regarding compliance with the Freedom of Information Act, and policies for records retention and policies for procurement; (f) preparation, review and execution of simple leases, simple deeds and other simple contracts which are not subject to the Virginia Public Procurement Act; and (g) occasional briefing/educational activities, including such things as updating the Board,



Planning Commission and staff on matters such as zoning procedures and other legal matters. It shall also include attendance at regular meetings of the Board of Supervisors, the Planning Commission, the Board of Zoning Appeals and the building code board of appeals, with occasional attendance at special meetings and work sessions as directed by their respective chairmen or the County Administrator. It shall also include attendance at occasional staff and other meetings, approximately twice per week, as scheduled in consultation with the County Administrator.

II. For other, non-routine services, which are particularly time-intensive and unpredictable, the County Attorney will bill the County by the hour at the rates set out below and will provide a monthly itemized list of fees and expenses. The additional services would include such things as the following:

- (a) real estate (including sales, acquisitions and other non-routine matters, such as the negotiation of telecommunications leases, etc., not covered in Section I. (f), above);
- (b) general procurement, reviewing/drafting contracts, memoranda of understanding/agreement, requests for proposals/bids not covered by Section I. (f), above;
- (c) litigation; and
- (d) special projects (such as comprehensive review/revision of major legislative projects including land use ordinances, comprehensive plan, exercises of the County's power of eminent domain, appearance before governmental bodies other than as provided in Section I., above, etc.).

Frederick W. Payne, county attorney	\$310
Donna R. DeLoria, deputy county attorney	\$265
William W. Tanner, deputy county attorney	\$240
Kristina M. Hofmann, assistant county attorney	\$215
Christina A. Guidry, assistant county attorney	\$150
Paralegals	\$ 95
Assistants (when applicable)	\$ 75

When a matter involves travel outside the immediate Charlottesville area, the County will be charged for travel time (at the above-listed hourly rates) and mileage (at rates approved by the federal IRS) **except** that there will be no such charges for attendance at regular meetings of the Board of Supervisors and Planning Commission.

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

TAB Q

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	FY17 BOS Contingency Budget Transfer – County Attorney				
MOTION(s):	I move the Board of Supervisors approve a budget transfer of \$105,000 from the FY17 BOS Contingency budget to the FY17 County Attorney budget for legal services.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator / Director of Finance Marty Brookhart, Management Analyst				
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Director of Finance Marty Brookhart, Management Analyst				
RECOMMENDATION:	We recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	<ul style="list-style-type: none"> • The FY17 County Attorney budget is currently over-expended by \$80,007 through May 2017 for legal services. • The June billing cycle invoice is projected to be around \$20,000. • A budget transfer of \$105,000 from BOS Contingency is recommended in order to bring the County Attorney line under budget for FY17. • If approved, this budget transfer will increase the FY17 County Attorney budget from \$168,140 to \$273,140. • If approved, this budget transfer will decrease FY17 BOS Contingency from \$130,794 to \$25,794. <p style="text-align: center;"><u>Prior Fiscal Year County Attorney Costs:</u></p> <p style="text-align: center;">FY10 - \$106,470 FY11 - \$155,275 FY12 - \$181,443 FY13 - \$137,126 FY14 - \$113,557 FY15 - \$169,985 FY16 - \$202,811 FY17 (Projected) - \$273,140</p>				
FISCAL IMPACT:	Approval of the motion as stated above will decrease FY17 BOS Contingency and increase the FY17 County Attorney budget by \$105,000				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

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

TAB R

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Fire Burn Building Grant				
MOTION(s):	<p>With respect to that Burn Building Grant Application to be submitted to the Virginia Department of Fire Programs, I move to direct and authorize the County Administrator to be the official representative of the County in connection with such application and appoint the Emergency Services Coordinator as the Grant Manager to assist him on such project; and I further move to approve and ratify that Burn Building Grant Application including all supplemental information provided by the County to the Virginia Department of Fire Programs related thereto.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	APPROVAL				
TIMING:	IMMEDIATE, for submission by July 1, 2017 grant cycle				
DISCUSSION:	<p>The Fire & Rescue Association requests the County apply for a burn building grant from the Virginia Department of Fire Programs (VDFP). A burn building is an "unoccupied structure used by the fire service for training personnel in a controlled & supervised fire simulation or dense smoke environment." We propose the structure be placed on county land behind the Fork Union Fire Department and be maintained by both Fluvanna Fire (all three companies) and Lake Monticello Fire departments, according to an agreement (TBD) for usage and maintenance.</p> <p>The VDFP grant provides \$450,000 for the building and additional \$30,000 for engineering. The building must be built on county-owned land. Grant funds can only be used for the building itself, but not for site prep, E&S, access roads, parking lots, etc., which we estimate to cost about \$150,000. These funds are considered "match/cost sharing." We intend to utilize county staff, planned county timbering for clearing this acreage, local donations for the additional dollars, building supplies and services. The total project is expected to cost approximately \$630,000.</p> <p><i>NOTE: The grant application simply requests a desired prototype structure; the design is not finalized. Then, after the award, the project will be designed and sent out to bid the construction. We will have opportunity to change the design to meet our budget (including any additional match/cost share dollars available).</i></p>				

FISCAL IMPACT:	<p>Grant is \$450,000 for building only with additional \$30,000 for engineering costs. Cost share/in-kind donations expected to be an additional \$150,000.</p> <p>Final project budget (including grant funds, match/cost share, and in-kind) will be pre-approved by the Board of Supervisors prior to accepting grant funds and beginning construction.</p> <p>Annual maintenance and usage costs will be budgeted annually through the Fire & Rescue training budget (expected to be ~\$4,000, depending on the number of burns.)</p>				
POLICY IMPACT:	n/a				
LEGISLATIVE HISTORY:	n/a				
ENCLOSURES:	Grant application, VDFP Live Fire Training Structure Grant Program Policy, and Presentation				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
					FRA



Fire Burn Building Grant

Presentation to Board of Supervisors

June 21, 2017




 **Fire & EMS Training**

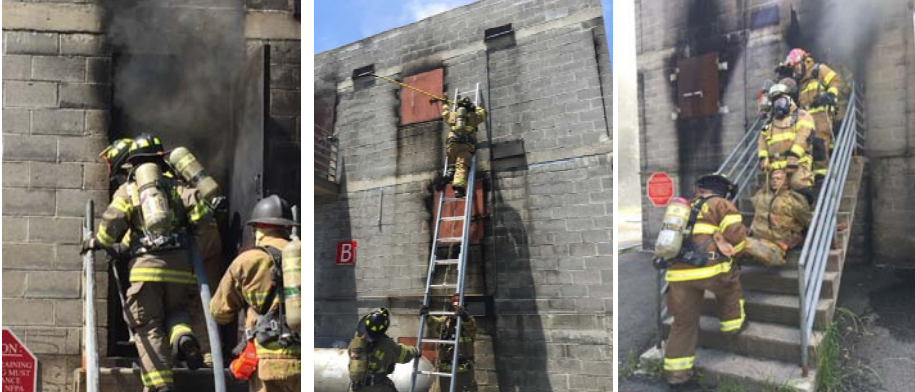
Training is major Recruitment & Retention Benefit.

Instructor Class, Spring 2017
(Held at Lake Monticello Rescue)

Ladder work, FF1 class, Spring 2017
(Held at Buckingham burn building)

2


 **FF1 Class – Live Burn at Buckingham Burn Building**




As part of firefighter training, students practice in a “burn building,” a structure specifically built with rooms where fires can be started and carefully monitored.

Currently, we travel either to Albemarle (28.3 miles) or Buckingham (43.5 miles) facilities.


3

 **2017 VDFP Burn Building Grant**

- ▶ **Two annual grant cycles (Jan. 1 and**
- ▶ **Grant provided by Fire Programs \$450,000 for building; \$30,000 for engineering**
- ▶ **Match/Cost Share dollars needed to expenses not covered by**
- ▶ **After grant award, project goes out and follows VDFP project management guidelines**
- ▶ **We will have opportunity to change the design to meet our budget (including any additional match/cost share dollars available).**




4

 **Burn Building Grant Opportunity**


- ▶ **After Board approves grant application, submit Grant by July 1; expect to hear of award in September 2017; two-year window for completion**
- ▶ **What's included in the grant?**
 - Building and foundation
 - Engineering & architect costs
 - Stone apron
- ▶ **What's NOT included; match/cost share needed**
 - Site Prep (grubbing, E&S)
 - Driveway and parking lot
 - Dumpster
 - Water lines (6" minimum)
 - Two cement pads (for extrication/ fires)
 - Storage shed

5


 **Expected Annual Costs**

- ▶ **Annual costs will be included in Fire-Rescue training budget:**
 - Annual inspections of facilities (county-retained licensed professional engineer)
 - Burn materials (~\$100/burn; estimate \$3,600 annually)
 - Facility maintenance and repairs (will set up MOU with fire companies)
- ▶ **Upgrades to facility will be either budgeted for in CIP or apply for additional grants**
 - Classroom modular
 - Dry hydrant

6


 **Fluvanna Burn Building PROPOSED**

- ▶ **Desire a Prototype I (permanent concrete structure) using live fuel**
- ▶ **Place on county property behind Fork Union Fire Station**



NOTE: Drawing not to scale; for informational purposes only.

7



Questions??

8



Commonwealth of Virginia
Department of Fire Programs

ATTACHMENT A
Burn Building Grant Application
Construction, Renovation, or Repair

A. Applicant Information											
1. Title of Jurisdiction Making Application (Check <input checked="" type="checkbox"/> only one, then make entry)	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>County of</td> <td>Fluvanna</td> </tr> <tr> <td><input type="checkbox"/></td> <td>City of</td> <td></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Incorporated Town of</td> <td></td> </tr> </table>	<input checked="" type="checkbox"/>	County of	Fluvanna	<input type="checkbox"/>	City of		<input type="checkbox"/>	Incorporated Town of		
<input checked="" type="checkbox"/>	County of	Fluvanna									
<input type="checkbox"/>	City of										
<input type="checkbox"/>	Incorporated Town of										
2. Employer Identification Number (EIN)	<table border="1"> <tr> <td>5</td> <td>4</td> <td>---</td> <td>6</td> <td>0</td> <td>0</td> <td>1</td> <td>2</td> <td>8</td> <td>2</td> </tr> </table>	5	4	---	6	0	0	1	2	8	2
5	4	---	6	0	0	1	2	8	2		
3. Principal Point of Contact	(Include salutation, name & title.) Ms. Cheryl Elliott, Emergency Services Coordinator										
4. Mailing Address (Include zip code+4) Identify COUNTY if appropriate →	PO Box 540 Palmyra, VA 22963										
5. Telephone Number	(434 591-1910										
6. FAX Number	(434 591-1913										
7. Internet e-mail address	celliot@fluvannacounty.org										
8. Application Scope (Check <input checked="" type="checkbox"/> only one)	<table border="1"> <tr> <td><input checked="" type="checkbox"/></td> <td>Sole Jurisdiction as identified in [A]</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Multiple Jurisdictions - Complete [F]</td> </tr> </table>	<input checked="" type="checkbox"/>	Sole Jurisdiction as identified in [A]	<input type="checkbox"/>	Multiple Jurisdictions - Complete [F]						
<input checked="" type="checkbox"/>	Sole Jurisdiction as identified in [A]										
<input type="checkbox"/>	Multiple Jurisdictions - Complete [F]										

B. Facility Information (Burn Building)	
	The term "burn building" refers to an unoccupied structure. The purpose of the Burn Building is to provide live fire training to fire service personnel in support of Fire Fighter I and Fire Fighter II Training throughout the Commonwealth of Virginia.
1. Current / Proposed Owner of Facility	(Party holding /to hold title to the property) Fluvanna County
2. In-Service Date or Age of Structure	(Leave blank if NOT an existing structure as reported in [C1] below.) Date <input type="text"/> <input type="text"/> Unknown If unknown, enter approximate age in years <input type="text"/>
3. Address of Structure (If appropriate, identify COUNTY where located.)	5753 James Madison Hwy, Fork Union, VA 23055 Fluvanna County
4. Will the renovation or repair bring the the burn building into compliance with the current standard of NFPA 1403, including appropriate NFPA 1403 signage? If no, explain in 6. Comments.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
5. Will the construction of the burn building be in compliance with the current edition of Sections I through IV of the Summary of Burn Building Prop Grant Program as included in the VDFP Project Manual for Burn Building Props and the current standard of NFPA 1403? If no, explain in 6. Comments.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
6. Comments (pertaining to Facility)	None Facility will be built behind the Fork Union Fire Station on county property. The County owns about 100 acres and already has water available.

C. Facility Usage		
<p>1. Number of annual burns (must be documented)</p> <p>(for New construction, this figure is projected)</p>	<p>VDFP FFI Burns <input type="text" value="8"/></p> <p>(in compliance with NFPA 1403 standards)</p>	
	<p>VDFP FFII Burns <input type="text" value="8"/></p> <p>(in compliance with NFPA 1403 standards)</p>	
	<p>In-Service Burns <input type="text" value="20"/></p>	
	<p>Other Burns <input type="text" value="12"/></p> <p>(specify types of burns)</p>	
	<p>Other Burns <input type="text"/></p> <p>(specify types of burns)</p>	
<p>2. Travel to another facility</p>	<p>Distance traveled to closest alternate facility <input type="text" value="28.3/43.5"/></p> <p>(in miles)</p>	
	<p>Time traveled to closest alternate facility <input type="text" value=".75 / 1.25"/></p> <p>(rounded to whole hours)</p>	
<p>3. Other localities served (list number of stations and number of firefighters served for each locality)</p> <p>(for New construction, this figure is projected)</p> <p>(if more than 5 localities are served, additional localities must be included on Additional Localities Served tab)</p>	<p>Name of Locality <input type="text" value="Fluvanna & Scottsville Fire"/></p> <p>Number of stations <input type="text" value="5"/></p> <p>Number of Firefighters <input type="text" value="215"/></p>	
	<p>Name of Locality <input type="text" value="Louisa"/></p> <p>Number of stations <input type="text" value="2"/></p> <p>Number of Firefighters <input type="text" value="75"/></p>	
	<p>Name of Locality <input type="text"/></p> <p>Number of stations <input type="text"/></p> <p>Number of Firefighters <input type="text"/></p>	
	<p>Name of Locality <input type="text"/></p> <p>Number of stations <input type="text"/></p> <p>Number of Firefighters <input type="text"/></p>	
	<p>Name of Locality <input type="text"/></p> <p>Number of stations <input type="text"/></p> <p>Number of Firefighters <input type="text"/></p>	
	<p>Name of Locality <input type="text"/></p> <p>Number of stations <input type="text"/></p> <p>Number of Firefighters <input type="text"/></p>	
	<p>TOTAL NUMBER OF STATIONS SERVED (from above and add') <input type="text" value="7"/></p>	
	<p>TOTAL NUMBER OF FIREFIGHTERS SERVED (from above and add') <input type="text" value="290"/></p>	
	<p>4. Maintenance of facility</p> <p>(for New construction, skip Section C.4. Section E.2. MUST be completed)</p>	<p>Annual Maintenance Inspections <input type="text"/> Yes <input type="text"/> No</p> <p>(documentation of annual inspections MUST be provided with application for inspections conducted after 12/2007)</p>
		<p>Previous Repair Projects <input type="text"/> Yes <input type="text"/> No</p> <p>(documentation MUST be provided with application for most recent repairs)</p>

D. Project Description	
<p>1. Level of work proposed (Check <input checked="" type="checkbox"/> only one)</p>	<p><input checked="" type="checkbox"/> NEW Construction where no such structure previously existed <input type="checkbox"/> RENOVATION of an existing burn building or substantially similar structure <input type="checkbox"/> REPAIR of an existing burn building (up to \$50,000)</p>
<p>2. Type of Building (proposed or existing)</p>	<p><input checked="" type="checkbox"/> Class A fuel <input checked="" type="checkbox"/> Prototype I plans (brick, block, concrete) <input type="checkbox"/> Class B fuel <input type="checkbox"/> Prototype II plans (steel frame) <input type="checkbox"/> Other*</p> <p><input type="text" value="3,000"/> Square Footage of Building (proposed or existing)</p> <p><input type="text" value="2"/> Number of Burn Rooms on 1st floor <input type="text" value="2"/> Number of Burn Rooms on 2nd floor</p> <p>For New Construction: *If building plans deviate from Prototype I or II, applicant MUST define building concept and include proposed plans with application.</p> <p>For Renovations or Repairs: *If building plans deviate from Prototype I or II, applicant MUST include copy of existing building plans with proposed renovations/repairs.</p>
<p>3. Architectural and/or Engineering (A/E) (Check <input checked="" type="checkbox"/> only one for each)</p>	<p>Has an A/E study already been completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable If so, is a copy attached to this application? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable</p>
<p>4. Condemnation and/or fitness for use (Leave [C4] blank if this application is for totally new construction; otherwise Check <input checked="" type="checkbox"/> only one for each statement.)</p>	<p>time of application? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is there currently a scheduled date to remove the structure from service? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enter the month & year: <input type="text" value=""/></p> <p>If not presently in service, has this structure been <u>condemned</u> by a building official or other such entity legally empowered to do so? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable If yes, is a copy of such order attached to this application? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable</p>

E. Financial Plan	An estimated project budget must be attached to this application. For renovation/repair projects, contractor estimates must be attached.	
1. Project Budget (Capital Expend)		
a. Expense		
i. Estimated Cost of Construction (Enter or check <input checked="" type="checkbox"/>)	\$ 450,000.00	<input type="checkbox"/> Unknown at time of application
ii. Estimated A/E Costs (Enter or check <input checked="" type="checkbox"/>)	\$ 30,000.00	<input type="checkbox"/> Unknown at time of application
iii. Estimated Total Costs (Enter or check <input checked="" type="checkbox"/>)	\$ 480,000.00	<input type="checkbox"/> Unknown at time of application
b. Revenue		
i. Grant Funding Being Requested New construction maximum \$450,000	\$450,000.00	
ii. Matching / Cost Share Funds	\$ 150,000.00	
iii. Source of Matching Funds (local contributions, donations, etc.)	County contrib of land/infrastructure, local donations, fire funds	
2. Operating Budget (Maint. Expend)		
a. Is there a financial agreement among partnering localities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
b. Is there a local budget for annual maintenance costs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
c. Is there a local budget for annual inspection costs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
d. Is there a local budget for 5-year inspection costs?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

F. Additional Parties of Interest (Mark N/A and skip section [D] if not applicable - see [A.8])	Identify hereunder ALL jurisdictions (Not their Departments) otherwise participating in the proposed project. Attach additional sheets as may be required.
1. NON-Applicability	<input checked="" type="checkbox"/> No parties other than the jurisdiction identified in [A] above.
2. Formal Agreement Among Parties	Is there a formal agreement among parties with regard to the proposed project ? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is a copy attached to this application? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a formal agreement among parties with regard to the shared use of the facility ? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is a copy attached to this application? <input type="checkbox"/> Yes <input type="checkbox"/> No

{ Reproduce and complete as many additional blocs as may be necessary for complete disclosure. }

2a. Complete one each for ALL other Parties of Interest	Number <input type="text"/> of a total of <input type="text"/> parties to proposed project (Count the LEAD Locality as #1, thereby start with #2.)												
2b. Title of Jurisdiction (Check <input checked="" type="checkbox"/> only one, then make entry)	<table border="1"> <tr> <td><input type="text"/></td> <td>County of</td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td>City of</td> <td><input type="text"/></td> </tr> <tr> <td><input type="text"/></td> <td>Incorporated Town of</td> <td><input type="text"/></td> </tr> </table>	<input type="text"/>	County of	<input type="text"/>	<input type="text"/>	City of	<input type="text"/>	<input type="text"/>	Incorporated Town of	<input type="text"/>			
<input type="text"/>	County of	<input type="text"/>											
<input type="text"/>	City of	<input type="text"/>											
<input type="text"/>	Incorporated Town of	<input type="text"/>											
2c. Employer Identification Number (EIN)	<table border="1"> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>		
2d. Principal Point of Contact	(Include salutation, name & title.) <input type="text"/>												
2e. Mailing Address Identify COUNTY if appropriate →	(Include zip code+4) <input type="text"/> <input type="text"/>												
2f. Telephone Number	(<input type="text"/>) <input type="text"/>												
2g. FAX Number	(<input type="text"/>) <input type="text"/>												
2h. Internet e-mail address	<input type="text"/>												

G. Electronic Transfer of Funds Information

Note ☞ The completion of this section is optional at the time of application and will not hinder determination of eligibility, etc. However, if not provided and since funds will only be transferred electronically, disbursement will be delayed until this information is properly provided.

- 1. Account Ownership Information
Employer Identification Number

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SSN may **NOT** be substituted.

Complete next three (3) entries ONLY if Name is different than ACCOUNT TITLE as it appears in [E2].

(Last, First, Initials)

NAME

(Telephone Number)

MAIN

(Telephone Number)

ALTERNATE

- 2. Direct Deposit Account Information
(Check one Type of Account)

Checking Savings

(9 digits)

ROUTING TRANSIT NUMBER

ACCOUNT NUMBER

ACCOUNT TITLE

FINANCIAL INSTITUTION



Note ☞ This section of the application **MUST** be properly executed for the

- City Manager /or/ Deputy
- County Administrator /or/ Deputy
- Town Manager /or/ Mayor
- Or other duly authorized official but only when the application

Only completed applications can be acted upon .

CERTIFICATION

This application is made on behalf of the jurisdiction above described [A] with the full knowledge and belief that all representations herein made are true and correct.

Signature	Date
Steven M. Nichols	County Administrator
Printed Name	Title

.....
 (All applications **must** be notarized to be considered – incomplete forms shall be returned.)

State of Virginia }
 }
 City / County of _____ }

On this ____ day of _____ (month) in _____ (year), before me, the undersigned a Notary Public for the Commonwealth of Virginia, personally appeared _____ to me known (or to me proved) to be the identical person named herein and having in my presence executed the above, and acknowledged that he executed same as his voluntary act and deed.

My Commission expires: _____ Date _____ Notary Public {Seal}

REGIONAL FIRE SERVICES TRAINING GRANT



LIVE FIRE TRAINING STRUCTURE GRANT PROGRAM

Grant Awards to Construct, Renovate or Repair
Live Fire Training Structure throughout the Commonwealth

VIRGINIA DEPARTMENT OF FIRE PROGRAMS
VIRGINIA FIRE SERVICES BOARD
1005 Technology Park Drive
Glen Allen, Virginia 23059-4500
Tel: (804) 371-0220
Fax: (804) 371-3358

www.vafire.com

A) PURPOSE

In accordance with [§38.2-401-D](#) of the *Code of Virginia*, the Live Fire Training Structure Grant Program (hereinafter referred to as "the Grant") was established to provide defined grants to Virginia localities seeking to construct, renovate (including additions), or repair permanent Live Fire Training Structure in accordance with NFPA 1402. The term Live Fire Training Structure refers to a structure specifically designed for conducting live fire training evolutions on a repetitive basis in accordance with NFPA 1001 and 1403.

The Grant is a matching/cost sharing program. The percentage of match/cost share is relative to the size of the capital project the locality intends to construct; however, the purpose of the Grant for permanent Live Fire Training Structure is to provide funding to localities for the construction, renovation, or repair of the Live Fire Training Structure only.

As approved by the Virginia Fire Services Board, the Grant may also provide exclusive funding to the Virginia Department of Fire Programs for the acquisition, renovation, repair, service, and management of the Mobile Live Fire Training Structure Props Program to provide training opportunities to multiple jurisdictions in support of Fire Fighter I and Fire Fighter II Training throughout the Commonwealth of Virginia per the NFPA 1001 & 1403 training standards.

As approved by the Virginia Fire Services Board, the Grant may also provide funding to the Virginia Department of Fire Programs for the execution and delivery of an exclusive contract for engineering consulting services to the VFSB. The engineering firm is on contract to VDFP exclusively, and to prevent conflict of interest may not contract with local jurisdictions on the Grant projects for which funding is sought through the Grant. The engineering firm is on contract to and is tasked by VDFP. The principal point of contact to the engineering consulting firm shall be the Executive Director of VDFP, or his VDFP staff designee.

B) GENERAL OVERVIEW

Grant disbursements to eligible jurisdictions for permanent Live Fire Training Structure construction, renovations and/or additions, or repairs are administered by the *Virginia Department of Fire Programs*, VDFP, ("the Agency") from the Commonwealth's *Fire Programs Fund* as provided for in the *Code of Virginia* ([§38.2-401:D](#)) and consistent with policy guidance provided by the *Virginia Fire Services Board*, VFSB, ("the Board") as set forth within this document. All grants to construct or renovate permanent Live Fire Training Structure shall be approved by the *Virginia Fire Services Board*. All grants to repair permanent Live Fire Training Structure shall be approved by the Department of Fire Programs as directed in this document.

C) CODE OF VIRGINIA CITATION

- 1) [§38.2-401](#) and [§9.1-203](#) of the *Code of Virginia* as amended – "Fire Programs Fund," is incorporated herein by reference.
- 2) *The Virginia Administrative Code*:
 - [19VAC15-40-20](#). Fire Related Training
 - [19VAC15-40-90](#). Good cause Prohibition of Local Training Appeal
 - [19VAC15-40-100](#). Fire Training Center

D) PRECEDENTS OF LAW & DISCLAIMER

Nothing contained within this document shall or be construed to supersede the applicable laws and regulations of the Commonwealth of Virginia. In the event of a conflict the applicable law shall supersede the conflicting provision of this policy statement.

E) TRAINING FACILITIES COMMITTEE

The Live Structure Committee will review and analyze the Live Fire Training Structure Grant Program and make recommendations to the full board.

The following positions have been appointed to the Committee and must include a minimum of the following:

- *Either a Board of Housing & Community Development or General Public member;
- *Either a VACO or VML member;
- *The Insurance Industry member;
- *Training Committee chair (as currently appointed); and
- *Chair of Committee (to be appointed by the Board Chair).

F) DEFINITION OF TERMS

Engineering/Architect (E/A) Fees – The Registered Design Professional in responsible charge of the E/A firm's work must be registered in the Commonwealth of Virginia. Grant awards for construction projects may include up to \$30,000⁰⁰ in additional monies for E/A fees and expenses for the current grant award amount. These fees and expenses shall include adapting the approved model structure design to the selected site, featuring contract drawings and specifications, and providing limited construction services, including:

- ◆ Product Submittal and Shop drawing review,
- ◆ Up to six (6) site visits, and
- ◆ Responses to Requests for Information from Contractors.

Live Fire Training Structure – A structure specifically designed for conducting live fire training evolutions on a repetitive basis in accordance with NFPA 1001 and 1402 (NFPA 1402, 3.3.1).

Combination Buildings/Training Structures: As stated in NFPA 1402, at some training centers, because of a lack of available space or funds, individual structures for drill tower functions, live fire training, smoke training, or any combination thereof, might not be built.

In these instances, a combination training structures are utilized to conduct live fire training and any of the following;

1. Engineering design and construction must be reviewed and approved by the Agency's E/A Firm.
2. Consideration will be within the scope of new construction only.
3. No additional funds will be awarded outside of this policy's specifications.

Such scenario is generally accomplished by the supervised deliberate setting of a fire or establishment of a dense smoke environment within the structure to practice fire suppression and other allied fire attack skills.

As such, the structure shall not be used as an occupied dwelling.

Live Fire Training Structure (Construction Project) – *A project to construct a new or replacement permanent Live Fire Training Structure. Construction funding is approved by the Virginia Fire Services Board in accordance with this Policy.*

Live Fire Training Structure Renovation/Addition Project - *A project to renovate an existing permanent Live Fire Training Structure; add an addition to an existing permanent Live Fire Training Structure (must not exceed the funding level of \$450,000 in accordance with the Grant policy); conduct repairs or renovations that involve structural components of a permanent Live Fire Training Structure; or conduct repairs that exceed the funding authorized for a Live Fire Training Structure Repair Project. Renovation funding is approved by the Virginia Fire Services Board in accordance with this Policy.*

Live Fire Training Structure Repair Project – *A project to conduct a repair to an existing permanent Live Fire Training Structure that does not exceed \$50,000. Projects allowed in this category include: Temperature monitoring equipment repairs; thermal lining tile repair and replacement; sacrificial block wall replacements (concrete masonry unit walls), fire brick; minor, non-structural, spalled concrete repair; door/window repairs; or similar repairs. Projects that involve repairs to structural components and/or projects that exceed \$50,000 are not eligible to be funded as a Repair Project. Cosmetic work such as painting and cleaning are not eligible to be funded as a Live Fire Training Structure repair project. Repair funding that meet the scope and intent of this policy are funded by the Virginia Department of Fire Programs in accordance with this policy. Prior to the approval of any repair funds, a copy of the inspection report must be submitted to substantiate the request.*

Eligible Jurisdiction – Localities within the Commonwealth of Virginia otherwise eligible ([§38.2-401 et al](#)) to receive *Aid to Localities* from the *Fire Programs Fund*; nominally all **Counties, Independent Cities, and incorporated Towns** within those counties; herein also referred to simply as *Jurisdiction* or *Locality*.

Emergency Renovations – Emergency Renovations are defined as any repair greater than \$50,000 for Live Fire Training Structure in which the VDFP has taken the Live Fire Training Structure out of service for certified training due to VDFP determination that certified training can no longer adequately or safely be performed. In order to bring the Live Fire Training Structure back into service for VDFP-certified training, jurisdictions may submit emergency renovation applications at any time for consideration. Only emergency applications for Live Fire Training Structures taken out of service for certified training by the VDFP will be considered immediately. Prior to the approval of any repair funds or renovation, a copy of the inspection report must be submitted to substantiate the request. The Agency shall notify the VFSB upon the approval of an emergency renovation grant. This notification shall include the funding total and the nature of the funding/repair request.

Grant Completion – Grant completion is defined as local construction contract is at final completion with all project expenses processed for payment, all construction completion documents including AIA certifications submitted to Agency staff, and final walk-through inspection performed by Agency Division Staff including curing of any and all deficiencies identified.

Lead Locality – In the event that an award is to be made for a Live Fire Training Structure serving more than one eligible jurisdiction, then that consortium of eligible jurisdictions shall identify one of their own to serve as the agent for all; such agency shall include the intake and custody of grant funds, the filing of reports, and all administrative interface with the Agency. Therefore, the lead locality shall likewise both:

- Make application on behalf of all parties involved; and
- Enter into and be solely answerable for contractual arrangements.

G) DISBURSEMENT OF FUNDS

1. Disbursements from the VIRGINIA FIRE SERVICE GRANT PROGRAM for permanent Live Fire Training Structure are made as a grant to a specified jurisdiction or a lead locality – one acting on behalf of multiple eligible jurisdictions. Consistent with other provisions of this document, payments are not made until the completion by/or through that locality of an instrument contractually binding the locality to adhere to the terms and conditions of the grant. The jurisdiction's Chief Operating Officer – i.e, City Manager, County Administrator, or Town Chief Operating Officer – shall, acting as the jurisdiction's exclusive agent, execute such an agreement/contract where periodic withdrawals are made at various intervals as specified in the contract. (Disbursements are never made to individual Fire Departments.)
2. The following pertains to the receipt of monies by eligible jurisdictions:
 - a) Payments of any grant will be provided solely through an electronic transfer of funds to a banking institution.
 - b) Transfer amounts –
 - i. New Construction – Payments will be made at five (5) benchmarks: The payment for Engineering/Architect (E/A) fees are at the completion of that work and with submission to VDFP of supporting documentation of eligible costs incurred. The first 25% of the grant award is payable upon submission to VDFP of a valid building permit, civil site plans, and Engineering/Architect drawings. The remaining 3 installments of 25% each shall be issued upon completion of 50%, 75%, and 100% of the work. The payments will be issued after receipt of a certificate of completion of each stage by the registered design professional (RDP) in responsible charge of the E/A firm's work. Final disbursement at 100% will be made after a final walk-through is made by VDFP staff during which time a live burn scenario has been successfully completed and witnessed by VDFP personnel. All Live Fire Training Structure project deficiencies will be communicated to the lead jurisdiction point of contact and must be resolved before final disbursement will be authorized.
 - Jurisdictions may elect to receive disbursements at 25%, 50%, 75%, and 100% of project completion. To remain eligible to receive total funds, jurisdictions must submit to the VDFP the American Institute of Architects (AIA) 702 and AIA 703 at 25%, 50%, 75%, and 100% project completion whether or not funding requests are made at these completion intervals.
 - ii. Renovations – Payments will be made in up to two (2) payments on a reimbursement basis at 50% and 100% completion not to exceed the total amount approved by the Board. Payment of more than an approved amount will not be made without consent of the Board. The payments will be issued after receipt of a certificate of completion of each stage by the registered design professional (RDP) in responsible charge of the E/A firm's work. Final disbursement at 100% will be made after a final walk-through is made by VDFP staff. All Live Fire Training Structure project deficiencies will be communicated to the lead jurisdiction point of contact and must be resolved before final disbursement will be authorized.

- iii. Repairs – Payments for repair projects completed in accordance with the approved application package will be authorized by the Department of Fire Programs upon completion of the repair project, and made in one reimbursement payment at completion of the project, and upon submission to VDFP of supporting documentation of eligible costs.
 - c) All funds **must** be deposited into an **interest-bearing account** of normal risk and with a demand restriction, if any, not exceeding 30-calendar days. (Monies may not be deposited into *Certificates of Deposit* or any other such instrument(s) which substantially hinder liquidity.)
 - d) Any interest earned by funds so deposited may be utilized by the eligible jurisdiction in the construction or renovation of their Live Fire Training Structure. The eligible jurisdiction shall be fully accountable for **BOTH** the *Principal* and the *Interest*.
3. **Use of Funds** – Grant funds may not be used for anything other than Live Fire Training Structure construction or renovation as specified in the contract between parties. Grant funds may only be used for the construction/erection, renovation, or repair of the Live Fire Training Structure, and direct-related costs to the construction/erection, renovation, or repair within 15 feet of the Live Fire Training Structure including E/A costs. (The 15 feet was established as a safety zone for firefighting evolutions.)

Grant funds will not be approved for any civil engineering site plan implementation or any other ancillary costs assumed as overhead or ordinary cost of managing a capital project. Examples of site plan implementation, or ordinary costs of managing a capital project include but are not limited to site clearing, grubbing, excavation with the exception of the foundation, back filling with the exception of the foundation, seeding, fencing, or any other form of site restoration, site surveys, site layouts, water testing, soil testing, water run-off analysis, air quality analysis, access roads, paving/graveling, easement or land lease costs, running lines or conduit for electrical supply or water source, bonding for contractors or jurisdictions, or any other overhead expense that is not directly related to the construction/erection, renovation, or repair of the Live Fire Training Structure.

Grant funds may not be used for routine maintenance or operations costs for new or existing Live Fire Training Structure.

Building Signage: Proper VDFP required signage is required to be placed on the exterior of all sides of the permanent Live Fire Training Structure that have points of entry (ingress or egress). Proper VDFP required signage includes the octagonal sign that recognizes the Board's financial investment in the structure, and the rectangular sign addressing usage criteria. Production and installation of the signs is an allowable cost to the grant program.

- 4. Grants shall be made upon availability of funds consistent with the then current "spending plan/Live Fire Training Structure schedule" as adopted from time-to-time by the Board.
- 5. Repairs shall be evaluated by the Agency in the order in which they are received, and if a request for funds meets the requirements then it shall be funded up to \$50,000 or the remainder of the funds in the account if less than \$50,000.

H) GRANT APPLICATION

Any eligible jurisdiction may submit an application for a new construction Live Fire Training Structure grant or a renovation to a Live Fire Training Structure by completing and filing the prescribed form.

Applications for new construction or renovation projects will be received for review bi-annually and must be postmarked by either January 1 or July 1.

Emergency renovation applications may be submitted at any time for consideration provided the application meets the “Emergency Renovations” qualification.

Emergency Renovations are defined as any repair greater than \$50,000 for Live Fire Training Structure in which the VDFP has taken the Live Fire Training Structure out of service for certified training due to VDFP determination that certified training can no longer adequately or safely be performed. In order to bring the Live Fire Training Structure back into service for VDFP-certified training, jurisdictions may submit emergency renovation applications at any time for consideration. Only emergency applications for Live Fire Training Structure taken out of service for certified training by the VDFP will be considered immediately. Prior to the approval of any repair funds, a copy of the inspection report must be submitted to substantiate the request.

Any renovations applications received that are not identified as “taken out of service by VDFP for certified training” will be held until the next application deadline cycle.

Repair Project application submissions, up to \$50,000 will be accepted by the Agency at any time throughout the year.

Grant applications should be sent directly to:

**Budget and Grants Manager
Virginia Department of Fire Programs
1005 Technology Park Drive
Glen Allen, VA 23059-4500**

The filing of an otherwise completed grant application by an eligible jurisdiction in no way binds the Agency to disburse any FIRE PROGRAMS FUND monies, including a Live Fire Training Structure Grant, to that locality.

Construction/Renovation Applications: Application submissions will be reviewed by the Facility Training Committee prior to recommendation to the full Virginia Fire Services Board. Applicants will make presentations to the Facility Training Committee and be available for questions from the Committee Members.

The determination of eligibility and that of any potential amount or other conditions shall be consistent solely with guidance and practices contained within this or any successor document.

I) GRANT AWARD

1. Construction and Renovation Projects – Grants for the Construction of new Live Fire Training Structure and for the renovation of existing Live Fire Training Structures are made by the Virginia Fire Services Board in accordance with this policy based upon the needs of the Commonwealth's Fire Service and the availability of funds.
2. Repair Projects – Grants for the repair of existing permanent Live Fire Training Structure are reviewed by the Virginia Department of Fire Programs. Those proposed projects that meet the scope and intent of this policy may be awarded by the Department of Fire Programs based upon the guidelines in this policy and the availability of funding. Those proposed projects that the Department believes does not meet the scope or intent of this policy will be forwarded to the Virginia Fire Services Board for review and final action.
3. Grant recipients will be provided with one electronic set of construction drawings and the project manual for Live Fire Training Structure prototypes at no charge. A current version of the VFSB Live Fire Training Structure Policy document is available online at www.vafire.com.
4. Grants recipients will be required to attend one (1) Orientation Meeting that must be held within thirty (30) days of award notification. The meeting will be held at one of VDFP's seven office locations.
 - a. The purpose of the Orientation Meeting will be to introduce VDFP staff to new grants recipients, provide an overview of the Live Fire Training Structure Grant Program, and offer an opportunity for grants recipients to ask questions about the grants process.
5. Grants recipients will be required to attend one (1) Pre-Building Permit Submission Meeting that must be held sixty (60) days prior to the submission of a valid building permit according to the terms of this Policy. The meeting will be held at one of VDFP's seven office locations.
 - a. It is understood that grants recipients must have an approved set of building plans prior to being issued a valid building permit, which is due to the Agency no later than twelve (12) months from the date of award notification.
 - b. Grants recipients are encouraged to contract with a qualified engineer that may provide advisement in the development of the grant recipient's project bid solicitation.
 - c. The purpose of this meeting is to provide an opportunity for grants recipients to discuss specific issues relative to their Live Fire Training Structure design that can be resolved prior to a bid solicitation being published, and to ensure that the building design plans meet the Prototype specifications as referenced in this Policy. Structure plans must be submitted to the Agency no less than one (1) week in advance of the meeting to permit adequate time for the Agency's engineer on contract to review the plans.
6. Grants recipients will be eligible to participate in one (1) one-hour teleconference call at any time during their grant project.
 - a. The Agency will engage in ongoing communications with grants recipients, addressing all project issues relating to the administration, financial management, and technical aspects. Any technical issues that require advisement or review by the Agency's engineer on contract will be coordinated directly through the Agency and will require grants recipients to provide their request for consideration in writing; responses to technical inquiries will be provided to grants recipients within a reasonable time frame.
 - b. If the technical inquiry requires live discussion, the Agency will coordinate a one-hour teleconference between Agency staff, the Agency's engineer on contract, and the grant recipient. The grant recipient's primary point of contact must participate in the call, but is encouraged to have all parties knowledgeable about the project present during the teleconference. Agency staff will document the teleconference transcript for the grant recipient's file.

J) TERM OF GRANT

For new construction, the grant term shall not exceed twenty-four (24) months from the date of award notification without approval from the Agency and/or the Virginia Fire Services Board. The grant recipient shall have up to twelve (12) months from the date of award notification to provide to the Agency a valid building permit. The grant recipient shall have up to (an additional) twelve (12) months to complete the construction project.

Concurrent with the submission of the valid building permit, the grant recipient will also provide VDFP with two (2) original copies and one (1) CD Rom version of the construction building drawings, including specifications.

For renovations or repairs, the grant term shall not exceed twelve (12) months from the date of award notification without approval from the Agency and/or the Virginia Fire Services Board.

During the grant term, all repair and construction work is to be completed and all documentation pertaining to such activities shall be submitted to the Agency in a timely manner. Additionally, within 30-calendar days after the conclusion of the grant term, all unexpended funds – including any interest accrual remaining – shall be returned to the Agency.

1. **Return of Unexpended Funds by Check:** Funds being returned to the Agency via a check:
 - Must be made payable to the *Treasurer of Virginia*, and
 - Forwarded to the attention of the Agency at the address specified in [H] above. (Funds are **NOT** to be sent directly to the Treasurer's Office or any other State agency.)
2. **Direct Deposit:** Funds may also be returned to the Agency via electronic transfer as may be provided for within the contractual agreement among parties.

K) EXTENSIONS

An extension of up to 90-days or the next regularly scheduled Virginia Fire Services Board meeting may be granted by the Agency. All requests for extension must be received by the Agency not less than 30-calendar days prior to the scheduled termination of the original grant period. Such requests must list the compelling reason(s) for extension and/or circumstance(s) that prevent project completion by the end of the initial grant period. Extension requests for any period of time greater than 90-days will need to be addressed by the Virginia Fire Services Board for approval; such should always be directed to the Agency's Executive Director, at the same address as listed in [H] above; the Agency shall be responsible for the timely transmittal to Board members.

L) MAXIMUM AMOUNT

1. There shall be a cap on the maximum amount of funds to be awarded in any single grant for either totally new or the replacement of an existing permanent Live Fire Training Structure; the current cap is \$450,000.00. An additional amount up to \$30,000.00 shall be available to offset E/A costs pertaining to site adaptation.

2. The maximum amount of funds to be awarded for any renovation project will be set by the Virginia Fire Services Board, but in no case will it exceed the cap that can be awarded for a new or replacement building.
3. The maximum amount of a repair project award shall not exceed \$50,000 per project and no Live Fire Training Structure will be funded over \$50,000 per fiscal period (July 1 – June 30).
4. For renovation and repair project awards, if the permanent Live Fire Training Structure exceeds the base Prototype model, applications must include conceptual plans/design plans with the total square footage of the Live Fire Training Structure and the number of burn rooms per floor. The award will be based on square footage of the Live Fire Training Structure and number of burn rooms compared to the base Prototype model. (i.e. If the total existing Live Fire Training Structure square footage is 3,000 and the base prototype model square footage is 1,200, the award will be capped at 40% of the total estimated cost; or if the existing Live Fire Training Structure has more than 2 burn rooms, the award will be based on the minimum requirements of 2 burn rooms.)

M) REPORTING REQUIREMENTS

Localities shall provide progress reports to VDFP every ninety (90) days until their project is completed. The foregoing measured from the date of the transfer of funds to the eligible jurisdiction. Reports shall be made to the Budget and Grants Manager. (Information contained within such reports shall be made available by the Agency to the members of the Virginia Fire Services Board.)

N) INSURANCE

No person or entity shall commence construction or repair work, unless and until such person or entity has obtained all insurance required by the “Virginia Fire Services Grant Fund Agreement” from insurers licensed to provide such insurance in the Commonwealth of Virginia. These types of insurance must be maintained at all times when any construction or repair work is being performed. Before any such work commences, the locality shall submit to VDFP a Certificate of Coverage or Certificate of Insurance evidencing that the required insurance coverage is in effect for the appropriate entities, including coverage for subcontractors. The locality must be named as an additional insured party for certain types of insurance as specified in the “Virginia Fire Services Grant Fund Agreement”.

O) AUTHORIZATION FOR RENOVATIONS

The Agency shall authorize repair work as identified by the jurisdiction within their application. The foregoing authorization shall be based upon verification by a licensed Engineer duly authorized to conduct business in Virginia as to scope of need. The cost of such survey may be part of any total grant. Localities making application for a grant for repairs to their permanent Live Fire Training Structure and choosing to obtain an Engineer’s review in advance of submission may therefore include the eventual reimbursement for this cost as part of their total grant request.

P) FULL CONSTRUCTION REQUIREMENTS

To be eligible for any grant award to construct a new or replacement permanent Live Fire Training Structure recipient shall agree to expend such funds to construct one of the Agency’s prototypes from the specifications provided by the Agency for either:

- Prototype I for Class A fuels
- Prototype I for Class B fuels
- Prototype II for Class A Fuels
- Prototype II for Class B fuels
- Prototype III for Class B fuels (reserved to Mobile Live Fire Training Structure Props administered by VDFP)

...where Prototype I is defined as a permanent concrete structure, Prototype II is defined as a permanent pre-manufactured steel structure, and Prototype III is defined as a pre-engineered steel mobile fire training trailer burn prop.

-or-

- A stand-alone permanent Live Fire Training Structure or other structure whose Live Fire Training Structure part shall meet the basic requirements of the outline/performance specifications provided in Prototype I for Class A fuels, Prototype I for Class B fuels, Prototype II for Class A and Prototype II for Class B fuels. If building plans deviate from or have been modified/enhanced from the basic requirements of the above referenced Prototypes, the applicant must define the building concept and include proposed plans with their application. All modifications to proposed and approved building plans must be submitted to the Agency for review and approval in writing prior to commencement of construction.
- From the time such new construction or said repair is authorized to begin, the lead locality shall have one (1) year to begin and one additional year to complete the actual construction. Should they fail to meet this deadline (Section J) or request an extension (Section K), the award will expire and the application shall be resubmitted.

Q) REPAIRS/RENOVATIONS REQUIREMENTS

For awards made on or after January 1, 2009, any structural repairs or renovations must be certified by a Virginia licensed engineer or architect to certify that repairs or renovations were completed in compliance with the engineered plans for projects that are more than \$50,000 or by the recommendation of the Facility Training Committee, and must be provided to VDFP prior to final walk through of VDFP staff and final funds disbursement.

Prior to any award, localities/jurisdictions must be current with their annual inspection and must provide documentation with grant application.

R) PERMANENT LIVE FIRE TRAINING STRUCTURE INSPECTION REQUIREMENTS

The Live Fire Training Structure Inspections Schedule is incorporated into and becomes part of this Policy by reference.

Failure to comply with the adopted Live Fire Training Structure Inspection Schedule as referenced above and submission of reporting logs to VDFP annually will not be certified for approved VDFP certification training.

While the Virginia Fire Services Board (VFSB) recognizes NFPA standards, particularly as they relate to Live Fire Training Structure Inspections, the VFSB has adopted the aforementioned Inspections Schedule reflecting higher standards in order to protect the investment made in the structure by the Commonwealth of Virginia through the Live Fire Training Structure Grant Program.

Comprehensive Audit: Per the requirement of the Live Fire Training Structure Funding Policy, localities must participate in the fifth year audit conducted by the Agency’s E/A Firm. The fifth year audit is provided to localities at no cost. This will satisfy the inspection for that year.

S) OWNERSHIP OF SITE

1. **NEW CONSTRUCTION:** It is required that the eligible jurisdiction or other governmental entity own the site (land) and not be subject to any restriction or limitation that would prohibit or impair the use of the property as a Live Fire Training Structure . On a case-by-case basis, the VFSB may consider a long-term lease. The length of the lease shall be consistent with the expected life of the building.
2. **RENOVATIONS:** It is strongly recommended that the eligible jurisdiction or other governmental entity own the site (land) and not be subject to any restriction or limitation that would prohibit or impair the use of the property as a Live Fire Training Structure. On a case-by-case basis, the VFSB may consider a long-term lease. The length of the lease shall be consistent with the expected life of the building.

T) BURDEN OF PROOF & LIABILITY TO AUDIT

It is the responsibility of the jurisdiction to maintain all necessary fiscal records. Such records are subject to audit by this Agency or its assignees, for a period of not less than five (5) years following the date of the last transfer of award moneys to the grant recipient.

CERTIFICATION:

We the undersigned as Chairman of the Virginia Fire Services Board and Executive Director of the Virginia Department of Fire Programs jointly adopt the foregoing policy as of January 2016. As such, this revised policy supersedes all prior adopted versions of this Policy.

Walter Bailey Chairman Virginia Fire Services Board	Melvin D. Carter Executive Director Virginia Department of Fire Programs

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

TAB S

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	County Policy for Exempt Service				
MOTION(S):	I move to approve "E.3 Exempt Service" policy as presented.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Gail Parrish, HR Manager				
PRESENTER(S):	Gail Parrish, HR Manager				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	This policy is being updated to reflect the actual Fluvanna County positions that are currently classified as exempt under the Fair Labor Standards Act.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Policy Revision				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
				XX	

E.3 EXEMPT SERVICEApproved by BOS: **TBD**

a. All employees of the County shall be divided into the classified or the exempt service. Nothing in this section shall be construed to mean that those listed below are exempt from the provisions of this plan unless specifically addressed in the plan. The designation of exempt is only as it relates to the Fair Labor Standards Act.

b. The exempt service shall include the following:

(1) Elected officials.

(2) Members of boards and commissions.

(3) Volunteer personnel and personnel appointed to serve without pay.

(4) Consultants and counsel rendering professional service.

(5) Positions involving student interns and work-study employees.

(6) Employees whose positions fall within the definition of being exempt under the Fair Labor Standards Act §541 Executive, Administrative, Professional, Computer, and Outside Sales. Those positions are:

Clerk of the Circuit Court

Clerk of the Circuit Court
Chief Deputy Clerk

Human Resources Manager
Emergency Services Coordinator

Commissioner of the Revenue

Commissioner of the Revenue
Chief Deputy Commissioner

Finance

Director of Finance
Management Analyst
Director of Information Technology

Commonwealth's Attorney

Commonwealth's Attorney
Assistant Commonwealth's Attorney

Library

Director of the Library

Community & Economic Dev

Director of Community & Economic
Development
Planning and Zoning Administrator
Building Official

Parks & Recreation

Director of Parks & Recreation

County Administration

County Administrator
Deputy County Administrator
Exec. Assistant/Clerk to the Board

Public Works

Director of Public Works / County
Engineer
Assistant Director of Public Works /
Project Manager

Registrar

Registrar

Sheriff's Office

Sheriff

Captain – Admin/Judicial Operations

Captain – Field Operations

Director of Communications

Social Services

Director of Social Services

Treasurer

Treasurer

Chief Deputy Treasurer

(7) Such other positions as may be designated by the Board of Supervisors.

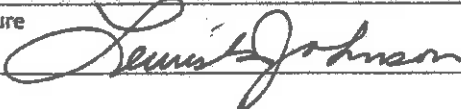
DRAFT

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

TAB T

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Appointment/Reappointment to the Planning Commission				
MOTION(s):	I move to appoint/reappoint _____ to the Planning Commission, Fork Union District, with a term to begin July 1, 2017 and end June 30, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Appoint				
TIMING:	Normal				
DISCUSSION:	<p>Citizens seeking appointment: Lewis Johnson, <i>current appointee, seeking reappointment</i></p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
Application to Serve on Boards/Commission/Committees**

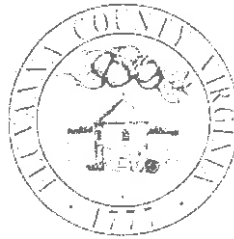
Name (Last, First MI) Johnson, Lewis G.			Election District Fork Union	
Mailing Address P.O. Box 175 Fork Union, VA 23055		Physical Address (if different) 539 E. River Rd. Fork Union, VA 23055		
Home Phone 434-842-3542	Cell Phone 434-607-2948	Work Phone 434-842-3556	Email forkunion@embargmail.com	
EXPERIENCE/PROFESSIONAL EXPERTISE: Licensed Real Estate Broker for approximately 35 years. Licensed Certified General Real Estate Appraiser (Highest there is) approx. 20 yrs. Owns Blue Ribbon Realty, Inc. and 5 Limited Liability Corps in Fluvanna Owns Blue Ribbon Self Storage, Fork Union, VA Owns approx. 21 rental units in Fluvanna Co. Pays over \$21,000/yr. in taxes to Fluv. Co.				
EDUCATION: Bachelor of Science - Virginia Commonwealth University Master of Science - Virginia Commonwealth University				
CIVIC ACTIVITIES/COMMITTEES:				
MEMBERSHIPS (FRATERNAL, BUSINESS, CHURCH OR SOCIAL GROUPS): Member - Mt. Zion Baptist Church, New Canton, VA				
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Prior - Agricultural/Forestral Advisory Committee Currently - Fork Union Sanitary District Advisory Committee				
REASON(S) FOR WANTING TO SERVE: I would like to participate in the orderly growth and development of Fluvanna County.				
Please indicate on the attached sheets the Boards, Committees, or Commissions on which you wish to serve. Your application will be kept on file for three years. Applicants are considered as vacancies occur. Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963				
Signature 			Date 12/17/2013	

PLEASE MARK ANY BOARDS, COMMISSIONS OR COMMITTEES ON WHICH YOU WISH TO SERVE FROM THE BELOW LIST.

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

TAB U

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Appointment/Reappointment to the JABA Advisory Council				
MOTION(s):	I move to appoint/reappoint _____ to the JABA Advisory Council with a term to begin July 1, 2017 and end June 30, 2019.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Appoint				
TIMING:	Approve				
DISCUSSION:	<p>Citizens seeking appointment: <i>Elva Key, current appointee, seeking reappointment</i></p>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



COUNTY OF FLUVANNA

Application to Serve on Boards/Commissions/Committees

(Please type or print clearly)

Name: Elva F. Key Election District: Columbia

Home Address: 351 Franklin LN
Palmyra, VA Zip: 22963 Phone: (434) 589-3590

E-mail address: _____

County Resident Since: Life

Business Address: 3340 Central Plains RD. Palmyra Phone: (434) 589-8318

Occupation: Secretary (part-time) Employer: Fluvanna Co. School Board

Education: 2 yrs. Virginia Union University
Diploma/Degree School Attended

Experience/Professional Expertise _____

Civic Activities (include other boards/committees/commissions) JABA Board
(This is for Library Board)

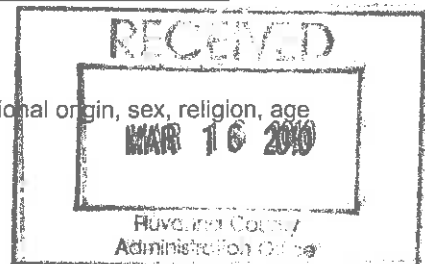
Memberships in Fraternal, Business, Church or Social Groups (include offices held)
Evergreen Baptist (Trustee, Superintendent of Sunday School)

Reason(s) Desire to Serve on Board/Commission/Committee
Library Board - someone was needed from Columbia District and I feel that I could be of service and help in that capacity.

**Please indicate on the back all Boards/Commissions/Committees on which you wish to serve.

Return to: Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax: (434) 591-1911

Signature: Elva F. Key
Date: 3/14/10

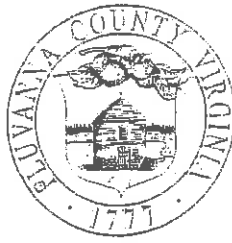


The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

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

TAB V

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Appointment/Reappointment to the Agricultural/Forestral District Advisory Council				
MOTION(s):	I move to appoint/reappoint _____ and _____ to the Agricultural/Forestral District Advisory Council with terms to begin July 1, 2017 and end June 30, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Appoint				
TIMING:	Normal				
DISCUSSION:	Citizens interested in appointment: David Haney, <i>current appointee, seeking reappointment</i> Deborah Murdock, <i>current appointee, seeking reappointment</i>				
FISCAL IMPACT:	None.				
POLICY IMPACT:	None.				
LEGISLATIVE HISTORY:	None.				
ENCLOSURES:	Boards and Commissions Applications				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



On: Transportation Safety Comm
Regional Jail Bld.
Aq Forestal Committee

COUNTY OF FLUVANNA

Application to Serve on Boards/Commissions/Committees

(Please type or print clearly)

Name: David S. Hawley Election District: FORK UNION

Home Address: 615 Teepee Town Rd.

Bremo Bluff, Va. Zip: 23022

Phone: 434-842-6329

E-mail address: _____

County Resident Since: Life time - 1938

Business Address: _____ Phone: _____

Occupation: Beef Cattle Farmer Employer: Retired

Education: Graduated June 1957 Fluvanna County High School
Diploma/Degree School Attended

Larry management School completed June 1964

Experience/Professional Expertise Worked 40 years for Aegon Inc. IN management 15yrs of the way. Employed

Civic Activities (include other boards/committees/commissions) Jail Board member
Crossingham United Methodist Church - Head usher, Council Member

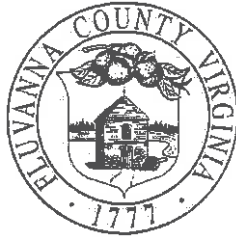
Memberships in Fraternal, Business, Church or Social Groups (include offices held)
Agri Forestry Board Member, Fluvanna Highway Safety Member - Treasurer for almost 30yrs

Reason(s) Desire to Serve on Board/Commission/Committee
Since I retired, I have more time and would like to give back to the County, that I love and that's been so good to me All my life.

Please indicate on the back all Boards/Commissions/Committees on which you wish to serve.

Return to: Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax: (434) 591-1911

Signature: David S. Hawley
Date: 6-1-07



on Ag/Forestry Ado Comm.

COUNTY OF FLUVANNA

Application to Serve on Boards/Commissions/Committees

(Please type or print clearly)

Name: Deborah Murdock Election District: Columbia

Home Address: P.O. Box 65

Kents Store, VA Zip: 23084 Phone: ⁴³⁴589-3083

E-mail address: ddmlaughton@direcway.com

County Resident Since: 1972

Business Address: 503 Faulconer Dr. Chiville
McLean Faulconer, Inc. Phone: 295-1131

Occupation: real estate sales Employer: _____

Education: _____
Diploma/Degree _____ School Attended Vassar College
Univ. of VA.

Experience/Professional Expertise VA - Dept. of Historic Resources
documenting old buildings - 30 yrs. marketing historic properties

Civic Activities (include other boards/commissions/committees) Board of Equalization

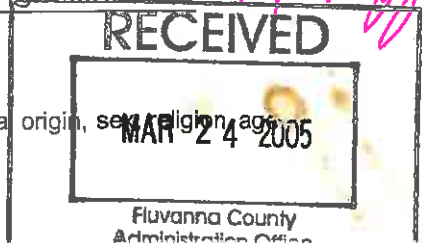
Memberships in Fraternal, Business, Church or Social Groups (include offices held)
V.P. Fluvanna Co Historical Society, Secy Thos. Jefferson Branch Preservation Virginia, T.J. Soil & Water Foundation Easements Board.

Reason(s) Desire to Serve on Board/Commission/Committee
my continuing interest in land preservation and planning.

**Please indicate on the back all Boards/Commissions/Committees on which you wish to serve.

Return to: Clerk, Board of Supervisors
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax: (434) 591-1911

Signature: Deborah D. Murdock
Date: 3-23-05 *renewed 6/4/09 gbj*



The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

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

TAB W

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Appointment/Reappointment to the Social Services Board				
MOTION(s):	I move to appoint/reappoint _____ to the Social Services Board with a term to begin July 1, 2017 and end June 30, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Appoint				
TIMING:	Normal				
DISCUSSION:	Citizens seeking appointment: Deborah Johnson, <i>current appointee, seeking reappointment</i> Curtis Putnam				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

COMMONWEALTH OF VIRGINIA
 COUNTY OF FLUVANNA

RECEIVED

Application to Serve on Boards/Commission/Committees

FEB 23 2015

Name (Last, First MI) Johnson Deborah T.		Election District Fork Union Fluvanna County	
Mailing Address 4588 Shores Rd Palmyra, VA 22963		Physical Address (if different)	
Home Phone 434-842-3708	Cell Phone 434-981-0372	Work Phone	Email

EXPERIENCE/PROFESSIONAL EXPERTISE:

EDUCATION: High School / Comp. Grade 12

CIVIC ACTIVITIES/COMMITTEES:

MEMBERSHIPS (FRATERNAL, BUSINESS, CHURCH OR SOCIAL GROUPS):
 New Fork Baptist Church
 President of Womens missionary

CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES:

REASON(S) FOR WANTING TO SERVE: I have been an advocate for the people of my community and my Church for 20 years, worked close with the director of MACRA, Mrs Bertha Armstrong and to serve on your board would help fulfill part of my calling and that is being a servant. My father, Willis Thomas also served on this board

Please indicate on the attached sheets the Boards, Committees, or Commissions on which you wish to serve. Your application will be kept on file for three years. Applicants are considered as vacancies occur.

Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963

Signature Deborah Johnson	Date 2/18/2015
------------------------------	-------------------

PLEASE MARK ANY BOARDS, COMMISSIONS OR COMMITTEES ON WHICH YOU WISH TO SERVE FROM THE BELOW LIST.



COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA
 Application to Serve on Boards/Commission/Committees

Name (Last, First MI) Putnam, Curtis L.		Election District Columbia	
Mailing Address 16408 James Madison Hwy.		Physical Address (if different)	
Home Phone N/A	Cell Phone 434-906-8400	Work Phone	Email curtislputnam@hotmail.com
EXPERIENCE/PROFESSIONAL EXPERTISE: Retail Sales Sears 4 years, Maintenance Technician Fluvanna County 11 years			
EDUCATION: Western Michigan University, BS Sociology, Chemistry, Teaching Penn Valley Community College, coursework in Psychology and Accounting University of Missouri KC, One year Masters level in Biochemistry Piedmont Virginia Community College, Project Management, Reading Construction documents, and Personal Development courses.			
CIVIC ACTIVITIES/COMMITTEES: Writers Group of Fluvanna, Founded and participated for 7 years. Fluvanna County Leadership Development Course, 2007 (?)			
MEMBERSHIPS (FRATERNAL, BUSINESS, CHURCH OR SOCIAL GROUPS): Kiwanis Club, 1 year			
CURRENT OR PRIOR SERVICE ON BOARDS/COMMISSIONS/OR COMMITTEES: Tiger Team, Fluvanna County Government, 2014			
REASON(S) FOR WANTING TO SERVE: I wish to be a vital part of my community adding my experience, expertise and enthusiasm to a number of essential services. I will retire this July and wish to maintain and access my extensive network of friends in County Government.			
Please indicate on the attached sheets the Boards, Committees, or Commissions on which you wish to serve. Your application will be kept on file for three years. Applicants are considered as vacancies occur.			
Submit by email (clerk@fluvannacounty.org) or mail to: Clerk, Board of Supervisors, PO Box 540, Palmyra, VA 22963			
Signature		Date	

**PLEASE MARK ANY BOARDS, COMMISSIONS OR COMMITTEES
 ON WHICH YOU WISH TO SERVE FROM THE BELOW LIST.**

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

TAB XYZ

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Appointment/Reappointment to the Library Board of Trustees				
MOTION(s):	I move to appoint/reappoint _____ to the Library Board of Trustees with a term to begin July 1, 2017 and end June 30, 2021.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Appoint				
TIMING:	Normal				
DISCUSSION:	Citizens seeking appointment: Angela Bergeron, <i>current appointee, seeking reappointment</i>				
FISCAL IMPACT:	None				
POLICY IMPACT:	None				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Boards and Commissions Application				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



Print Form

CUNNINGHAM

County of Fluvanna
Application to Serve on Boards/Commissions/Committees

(Please type or print clearly)

Election

Name: Angela L Bergeron

District: Rivanna

Home Address: 27 Fairway Drive, Lake Monticello

City: Palmyra

Zip: 22963

Phone: 434-589-1613

E-mail Address: lakelady612@comcast.net

County resident since: 2002

Business Address: none

Phone:

Occupation: Temporary assignment secretary

Employer: UVA Temp Service

Education:
Degree/Diploma &
School AttendedSt. Cecilia's Academy, Washington DC, graduated 1960
University of Maryland, College Park, MD, 1960-1961

Experience/

Permanent full time: 1985-1994 Executive Secretary

Professional Expertise:

1994-2008 worked for temporary job agencies in Virginia & Illinois

Civic Activities:
(include other boards,
commissions & committees)Parish representative to Local Planning Group 8, Strategic Planning for
Diocese of Richmond; Candidate for Pastoral Council, Sts. Peter and Paul
church; ESL (English as second language) tutor for middle school studentsMemberships in Fraternal,
Business, Church or Social
Groups (include offices held)

Active member of Fluvanna Co. Friends of the Library since 2002.

Served as Recording Secretary 2003 and 2004.

Active member of CCW (Confraternity of Catholic Women) Aurora IL

Reason(s) Desire to Serve on
Board/Commission/Committee

Since I checked out my first library book in first grade, I have had a passion for reading. It bothers me that reading is disappearing from many of our children's lives. Having raised my family of 4, I now have time to volunteer and use my experience to help make our new library the pride of Fluvanna. And establishing a community meeting place will also provide our residents the ability to participate in more educational and outreach activities.

**Please indicate on the back all
Return to:

Clerk to the Board of Supervisors
P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax: (434) 591-1911

Signature:*

Date: May 20, 2008

*Signature not required if submitting application electronically.

The County of Fluvanna does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

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

TAB A

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Resolution Approving a Plan of Financing with the Virginia Resources Authority				
MOTION(s):	I move the Board of Supervisors approve the resolution entitled "Resolution Approving a Plan of Financing with the Virginia Resources Authority" which shall be for a term not to exceed 20 years, in a principal amount not to exceed \$8,500,000, and bear interest at a rate not to exceed (4.00%/4.25%/4.50%) .				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C7	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator / Director of Finance				
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Director of Finance				
RECOMMENDATION:	I recommend approval of the resolution				
TIMING:	Effective immediately				
DISCUSSION:	<p>An approval for the attached resolution will provide Fluvanna County with the opportunity to finance the Zion Crossroads Water & Sewer Project with favorable financing terms through the Virginia Resource Authority. Below is a list of key dates for moving forward:</p> <ul style="list-style-type: none"> • June 21, 2017 – BOS approves Resolution and ratifies advertisement of VRA Bond Public Hearing • June 23, 2017 – VRA Receives all local approvals (Resolution) thirty days prior to the Bond Sale Date • June 22 and 29, 2017 – Advertisements for VRA Bond Public Hearing • July 5, 2017 – Public Hearing is held for the VRA financing and the BOS ratifies the Resolution from June 21, 2017 (if approved) • August 2, 2017 – Tentative Bond Sale Date 				
FISCAL IMPACT:	Based on a True Interest Cost of 2.95% from 5/10/17, amortized over 20 years, at an amount \$8.5M, the average estimated debt service would be roughly \$588K annually. These are the current estimates and staff is working in conjunction with our financial advisors to monitor interest rates up until final pricing.				
POLICY IMPACT:	<p>The issuance of additional debt will likely increase our debt service ratio. Per the Debt Management Policy, the ratio of governmental fund debt service expenditures as a percent of total governmental fund operating revenues should not exceed 12%. Per the CAFR ending 6/30/16, our debt service ratio was 16.67%. The projected debt service ratio for future FY's using FY16 total governmental fund operating revenue of \$46,275,002 is estimated as follows:</p> <ul style="list-style-type: none"> • FY17 - 06/30/17: ~16.5% • FY18 - 06/30/18: ~18.5% • FY19 - 06/30/19: ~19.5% 				

	These amounts are based off of a conservative revenue amount of \$46,275,002 from 6/30/16. Every \$1M in additional revenue above the \$46,275,002 will lower the debt service ratio by ~0.40%.				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	<ul style="list-style-type: none"> • Resolution entitled "Resolution Approving a Plan of Financing with the Virginia Resources Authority" • Virginia Resource Authority VFPF Term Sheet 				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		X			

Below is an outline of the proposed principal terms and conditions for the type of financing requested in the Fluvanna County application for funding from the Series 2017B Virginia Pooled Financing Program (“VPFP”), which has been authorized by the Credit Committee of Virginia Resources Authority (“VRA”). The final terms and conditions will be set forth in the Local Bond Sale and Financing Agreement between VRA and Fluvanna County, which will be executed in advance of the Series 2017B VPFP bond pricing in August 2017. The following proposed terms are valid through August 31, 2017.

Borrower:	County of Fluvanna, Virginia (the “Borrower”)
Amount:	Requested proceeds of up to \$8,505,000 plus capitalized interest (through April 1, 2018 for the local loan) and VRA costs of issuance (Any changes in the Requested Proceeds amount should be submitted by June 12, 2017)
Purpose:	To finance water and wastewater infrastructure in the Borrower’s Zion Crossroads development area (the “Project”), together with related expenses
Security:	Pledge of water and sewer system revenues related to the Project; Borrower covenants to establish a water and sewer enterprise fund for the Project’s operations as part of the fiscal year 2018 audited financial statements and subsequent fiscal years
Rate Covenant:	Net revenues available for debt service shall be 100% of debt service
Qualified Independent Consultant Report:	If as of the end of any fiscal year, the Borrower is not in compliance with the revenue covenant, the Borrower will immediately request a qualified independent consultant report with recommendations with respect to increases in the Borrower’s rates, fees, and charges to bring the Borrower into compliance with the rate covenant.
Moral Obligation:	Moral obligation pledge of the Borrower as evidenced by support agreement language in the Local Bond Sale and Financing Agreement for the proposed loan

Other Conditions:	Notice to VRA prior to the pricing of the VPPF summer Series 2017 bond issue if the Borrower becomes aware of any threatened or filed litigation with respect to the Project or the Borrower ¹ ; Notice to VRA of definite intent to participate in summer 2017 VPPF transaction no later than June 23, 2017 ²
Highlighted Documentation:	<ul style="list-style-type: none"> • Certified copies of the local resolutions or ordinance authorizing the proposed financing • Statement of no material adverse change in condition for the Borrower since Fiscal Year Ending June 30, 2016
Legal Opinions:	Customary opinions as to authorization, validity, no litigation, and no private activity and other matters requested by the VRA
General Covenants:	To include those customary for these types of transactions, including events of taxability and others that are appropriate in the context of the financing
Payment Dates:	April 1 - Interest October 1 – Principal and interest
Local Loan Final Maturity:	Not later than October 1, 2037
VRA Loan Origination Fee:	12.5 basis points of par amount and added to costs of issuance
Annual Administrative Fee:	12.5 basis points of outstanding principal and payable with interest

¹ In the event of threatened or filed litigation with respect to the Borrower or the Project, VRA reserves the right to withdraw or alter the terms of this commitment in its sole discretion.

² If a material adverse change has occurred in the financial condition of the Borrower as indicated in the financial statements, application and other information furnished to VRA between the date of the Borrower's loan application to the VPPF and the VPPF bond pricing, VRA reserves the right to withdraw or alter the terms of this commitment in its sole discretion.

Annual Pass-through fees: Annual trustee fees; allocable share of arbitrage rebate calculation fees

Acknowledgement:

The foregoing terms and conditions are hereby acknowledged the _____ day of _____, 2017.

By: _____

Its: _____

VRA Contact:

Peter D'Alema
Director of Program Management
1111 East Main Street
Suite 1920
Richmond, VA 23219
804-616-3446
pdalema@virginiaresources.org

RESOLUTION NO. 2017-**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE
VIRGINIA RESOURCES AUTHORITY**

WHEREAS, the Board of Supervisors (the “Board”) of Fluvanna County, Virginia (the “County”) has determined that the County should proceed with a plan to extend water and wastewater infrastructure (the “Project”) to the Zion Crossroads area of the County in furtherance of the County’s designation of Zion Crossroads as an area of focus for economic development for the County; and

WHEREAS, based on advice of its financial advisor, Raymond James & Associates, Inc. (the “Financial Advisor”), the County may realize favorable financing terms for the financing of the Project through participation in the Virginia Pooled Financing Program (“VPFP”) offered by the Virginia Resources Authority (“VRA”); and

WHEREAS, in furtherance of its objective to realize such favorable financing terms for the Project, the County completed and submitted to the VRA an application for participation in the VPFP through VRA’s issuance of its Series 2017B VPFP Bonds in August, 2017; and in response has received from VRA a Term Sheet dated June 5, 2017 (the “VRA Term Sheet”) with respect to the financing of the Project; and

WHEREAS, the County has received the advice of its Financial Advisor with respect to the financing of the Project, capitalized interest on the Local Bond (as hereinafter defined) for a period not to exceed 12 months after the issuance of the Local Bond, and certain costs of issuance of the Local Bond, on the terms set forth in the VRA Term Sheet (the “Plan of Financing”) and has determined to implement the Plan of Financing through participation in the VPFP through issuance by the VRA of its Series 2017B Bonds (the “2017B Bonds”); and

WHEREAS, the County now desires to accept the Term Sheet and approve the Plan of Financing, and to approve and authorize the execution and delivery of a Local Bond Sale and Financing Agreement between VRA and the County (the “Financing Agreement”), a Non-Arbitrage Certificate and Tax Compliance Agreement between VRA and the County (the “Tax Compliance Agreement”), and all other instruments, agreements, certificates and other documents described in or contemplated by the Financing Agreement (collectively, the Financing Agreement, the Tax Compliance Agreement and such other documents are hereinafter referred to as, the “Documents”); and

WHEREAS, the County further desires to approve the establishment of the Zion Crossroads Water and Sewer Enterprise Fund for the operation of the Project (the “Enterprise Fund”), and to pledge all revenues generated by the Project and otherwise appropriated by the County to such Enterprise Fund (the “Zion W&S Revenues”) to the payment of amounts due from the County under the Financing Agreement, all as contemplated and required by the Term Sheet; and

WHEREAS, in addition to the pledge of Revenues, the County desires to agree to make payments on the Local Bond to the extent that Zion W&S Revenues are insufficient for such

purposes, through appropriations to the Enterprise Fund, provided that such payments by the County will be subject to appropriation from time to time by the Board to the Enterprise Fund, and payable from the Enterprise Fund in accordance with the terms of the Financing Agreement and the Local Bond;

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

1. The Plan of Financing is hereby approved subject to the terms and conditions set forth in this paragraph. The VRA will issue the 2017B Bonds and use the proceeds thereof to acquire the Local Bond. Pursuant to the Financing Agreement, the County is hereby authorized to issue its local bond (the "Local Bond"), and each of the County Administrator or Deputy County Administrator and Director of Finance (the "Deputy County Administrator") is hereby authorized and directed to determine and approve the final terms of the Local Bond, provided however, that (i) the term of the Local Bond shall not exceed 20 years, (ii) the principal amount of the Local Bond shall not exceed \$8,500,000, (iii) the true interest cost of the Local Bond shall not exceed four percent per annum (4%) (exclusive of Supplemental Interest as defined in the Financing Agreement), and (iv) the Local Bond shall be sold to VRA at a price not less than 99% of the principal amount of the Local Bond. The acceptance and approval of the County Administrator or the Deputy County Administrator of the purchase price and final terms of the Local Bond shall be conclusively evidenced by the due execution and delivery of the Local Bond. The Local Bond shall be payable from the Enterprise Fund, into which shall be deposited the Zion W&S Revenues and any amounts that may be appropriated by the County from time to time to such Enterprise Fund, and collectively such amounts shall be sufficient to pay principal of and interest on the Local Bond, to pay the fees or expenses of the VRA and the Trustee (as defined in the Financing Agreement) and to pay certain other related costs as contemplated by the Financing Agreement. All transfers of funds by the County to the Enterprise Fund to pay principal of or interest on the Local Bond, or other amounts payable pursuant to the Financing Agreement, shall not constitute a "debt" of the County, but shall in all events be subject to appropriation from time to time by the Board of sufficient amounts for such purposes. The sale of the Local Bond to VRA is hereby authorized and the Local Bond shall be delivered to or upon the order of VRA upon payment of the purchase price thereof, pursuant to the terms of Financing Agreement. The Plan of Financing, including without limitation an increase or decrease in the amount of proceeds requested from the VPPF and issuance of the 2017B Bonds, shall be subject to the approval of, and contain such additional requirements and provisions as may be approved by, the County Administrator or the Deputy County Administrator.

2. The Board hereby authorizes and directs the Deputy County Administrator to take all necessary action to establish the Enterprise Fund for the operation of the Project, commencing in the County's fiscal year 2018, and hereby further authorizes the pledge of Zion W&S Revenues to the payment of amounts due under the Local Bond and the Financing Agreement. Furthermore, the Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intention to make appropriations in fiscal year 2018 and future fiscal years to the Enterprise Fund in amounts sufficient to make all payments due under the Local Bond and the Financing Agreement (to the extent that Zion W&S Revenues are insufficient for such purposes) and hereby recommends that

future Boards of Supervisors do likewise during the term of the Local Bond and the Financing Agreement.

3. This Local Bond shall be a revenue bond of the County, for the payment of principal and interest on which the Zion W&S Revenues shall be pledged, subject to the County's right to apply such revenues to the payment of operation and maintenance expenses of the Project. Such pledge of the Zion W&S Revenues shall be valid and binding from and after the date of delivery of the Local bond to VRA. Further, the Zion W&S Revenues shall immediately be subject to the lien of this pledge without physical delivery thereof or further act, and shall be valid and binding against all parties having claims of any kind against the County regardless of whether such parties have notice of such pledge.

4. The Board hereby determines that it shall hold a public hearing on the issuance of the Local Bond on July 5, 2017 (the "Public Hearing") in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended (the "Virginia Code"). The Chairman of the Board, the County Administrator and the Deputy County Administrator, or either of them, is hereby authorized and directed to take such actions as may be necessary or appropriate to implement the Plan of Financing, including without limitation the publication of notice of the Public Hearing as required by Section 15.2-2606 of the Virginia Code, a form of which has previously been provided to the Board (the "Notice of Public Hearing") and is hereby approved. The Chairman of the Board, the County Administrator and the Deputy County Administrator, or either of them, is further authorized and directed to execute the Documents to which the County is a signatory, all of which shall be in substantially the forms submitted to this meeting or in substantially the forms previously executed by the County in connection with its prior participation in VRA's pooled bond program, all of which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator or Deputy County Administrator and the County's bond counsel, with the County Administrator's or Deputy County Administrator's execution to constitute conclusive evidence of his approval of any such completions, omissions, insertions and changes.

5. The Board hereby affirms and declares that the transactions contemplated by the Financing Agreement constitute the financing of essential water system and wastewater system capital projects for local government purposes and the County anticipates that such capital projects being financed in connection with the Project will continue to be essential to the governmental purposes of the County and its ownership and operation of the Project and the facilities related thereto, during and beyond the term of the Local Bond. Furthermore, the County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the 2017B Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, or otherwise cause interest on the 2017B Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law.

6. The Board has previously received and reviewed an Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board has determined to authorize the County Treasurer to utilize SNAP in connection with the

investment of the proceeds of the 2017B Bonds, if the County Administrator determines that the utilization of SNAP is in the best interests of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

7. The County intends that the adoption of this resolution be considered as “official intent” within the meaning of the Treasury Regulations, Section 1.150-2, promulgated under the Code.

8. The Board hereby authorizes the VRA to include such information as may be deemed necessary relative to the County and the Plan of Financing in the Preliminary and Final Official Statement prepared with respect to the 2017B Bonds (the “OS”), and further authorizes County Administrator, in consultation with the County’s bond counsel, to prepare and file with the appropriate repository or repositories such continuing disclosure relative to the County and the Plan of Financing as may be deemed to be necessary in the event that the County shall become a “Material Local Government” with respect to the 2017B Bonds, as described in the OS.

9. All costs and expenses in connection with the undertaking of the Plan of Financing and the issuance of the 2017B Bonds, including the fees and expenses of the County’s Bond Counsel and any fees and expenses allocable to the Trustee, VRA or its bond counsel or advisors, shall be paid from the proceeds of the 2017B Bonds or other legally available funds of the County. If for any reason the 2017B Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds.

10. 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.

11. All other acts of the County Administrator or the Deputy County Administrator 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 participation in the VPPF, the issuance and sale by VRA of the 2017B Bonds, and the undertaking of the Plan of Financing, including without limitation the making of arrangements for publication of the Notice of Public Hearing, are hereby ratified and approved.

12. This Resolution shall be filed directly with the Clerk of the Circuit Court of the County as soon as practicable after adoption, but shall take effect only upon satisfaction by the County of all applicable requirements under the Public Finance Act, Title 15.2, Section 2600, et. seq. of the Virginia Code.

Adopted: June ____, 2017

(SEAL)

A COPY TESTE:

Clerk to the Board of Supervisors

CERTIFICATE

The undersigned Clerk of the Board of Supervisors (the “Board”) of the County of Fluvanna, Virginia (the “County”) hereby certifies that:

1. A meeting of the Board was duly called and held on June 21, 2017 (the “Meeting”).

2. Attached hereto is a true, correct and complete copy of a resolution (the “Resolution”) of the Board entitled “**RESOLUTION APPROVING A PLAN OF FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY**” as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Board present and voting during the Meeting.

3. A summary of the members of the Board present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

<u>Member Name</u>	<u>Voting</u>				
	<u>Present</u>	<u>Absent</u>	<u>Yes</u>	<u>No</u>	<u>Abstaining</u>
John M. Sheridan, Chairperson	_____	_____	_____	_____	_____
Mozell H. Booker, Vice Chairperson	_____	_____	_____	_____	_____
Donald W. Weaver	_____	_____	_____	_____	_____
Patricia B. Eager	_____	_____	_____	_____	_____
Tony O’Brien	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

Dated: June 21, 2017

WITNESS my signature and the seal of the Board of Supervisors of Fluvanna County, Virginia this ____ day of June 2017.

Clerk, Board of Supervisors of the County
of Fluvanna, Virginia

[SEAL]

LOCAL BOND SALE AND FINANCING AGREEMENT

between

VIRGINIA RESOURCES AUTHORITY

and

COUNTY OF FLUVANNA, VIRGINIA

Dated as of June 23, 2017

**Virginia Resources Authority
Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2017B (Tax-Exempt)**

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LOCAL BOND SALE AND FINANCING AGREEMENT

This **LOCAL BOND SALE AND FINANCING AGREEMENT** is dated as of June 23, 2017, and is between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), and the **COUNTY OF FLUVANNA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Local Government").

A. VRA intends to issue its Related Series of VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to acquire from the Local Government the Local Bond, as hereinafter defined.

B. VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related to the purchase of the Local Bond, the application of the proceeds thereof, the payment of the debt service thereon and the security therefor, and the use and maintenance of the Related Financed Property, as hereinafter defined.

NOW, THEREFORE, VRA and the Local Government agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Each capitalized term contained in this Agreement has the meaning set forth below:

"2017B Acquisition Fund" has the meaning set forth in the Related Supplemental Series Indenture.

"Act" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Local Bond Sale and Financing Agreement dated the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"Annual Budget" means the budget of the System for each Fiscal Year.

"Business Day" means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

"Closing Date" means August 16, 2017, or such other date as may be determined by VRA.

"Commonwealth" means the Commonwealth of Virginia.

"Consulting Engineer" means the Local Engineer or the Outside Engineer.

"Effective Date" means June 23, 2017.

"Event of Default" has the meaning set forth in Section 10.1.

"Existing Parity Bonds" has the meaning set forth in Section 2.2(n).

"Financing Parameters" means the parameters established by the governing body of the Local Government regarding the terms and conditions of the Local Bond, which may include a maximum par amount, maximum "true" interest cost or targeted savings.

"Fiscal Year" means the 12-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another 12-month period as its annual accounting period such other 12-month period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Local Account" means the local account established for the Local Bond within the 2017B Acquisition Fund.

"Local Authorization" means the [resolution / ordinance] adopted on _____, 20__, by a majority of the members of the governing body of the Local Government approving (i) the transactions contemplated by and authorizing the execution and delivery of the Local Bond Documents and (ii) the execution, issuance and sale of the Local Bond subject to the Financing Parameters.

"Local Bond" means the Local Government's [Name of Local Bond], issued in the original principal amount set forth in Schedule 1.1, as such bond may be amended or modified.

"Local Bond Documents" means this Agreement and the Local Tax Document.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project and (iii) is subject to VRA's reasonable approval.

"Local Government" means the County of Fluvanna, Virginia.

"Local Representative" means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government and (iii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

"Local Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government and VRA, as modified, altered, amended and supplemented.

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Net Revenues Available for Debt Service" means the Revenues less amounts necessary to pay Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the costs of operating and maintaining the System determined under generally accepted accounting principles, exclusive of (i) interest on any debt payable from Revenues, (ii) depreciation and other items not requiring the expenditure of cash, (iii) any amounts expended for capital replacements, repairs and maintenance not recurring either annually or biannually, depending on the customary practice of performing operation and maintenance, or reserves therefor, and (iv) reserves for administration, operation and maintenance occurring in the normal course of business.

"Outside Engineer" means a firm of independent consulting engineers with recognized standing in the field of water and sewer engineering and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

"Parity Bonds" means the bonds and other obligations of the Local Government secured by a pledge of Revenues on a parity with the lien of the pledge of Revenues that secures the Local Bond..

"Proceeds Requested" means \$_____ or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date.

"Project" means the project described in Exhibit B.

"Project Budget" means the budget for the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

"Purchase Price" has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government from the sale of the Local Bond to VRA. The Purchase Price of the Local Bond will be determined by adding to or subtracting from the portion of the par amount of the Related Portion of VRA Bonds the Local Government's share of the net original issue premium or discount on the Related Series of VRA Bonds and by subtracting from the par amount of the Related Portion of VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to any applicable VRA Reserve. It is acknowledged that the Purchase Price does not include any accrued interest on the Local Bond from its dated date to the Closing Date.

"Qualified Independent Consultant" means an independent professional consultant having the skill and experience necessary to provide the particular certificate, report or approval required by the provision of this Agreement in which such requirement appears, including

without limitation an Outside Engineer, and an independent certified public accountant or firm of independent certified public accountants; provided, however, all Qualified Independent Consultants are subject to the reasonable approval of VRA.

"Registrar" means the officer or employee of the Local Government designated under the Local Authorization to maintain the registration books for the Local Bond.

"Related Financed Property" means the land, building, equipment and other property, the acquisition, construction, renovation, or equipping of which was financed by the Local Bond as part of the Project.

"Related Portion of VRA Bonds" means the portion of the Related Series of VRA Bonds allocable to the Local Bond (as determined by VRA), including any bonds issued by VRA to refund such Related Series of VRA Bonds in whole or in part.

"Related Series of VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2017B (Tax-Exempt) (or such other series of Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program that is specified in Schedule 1.1), in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the Related Series of VRA Bonds in whole or in part.

"Related Supplemental Series Indenture" means the Thirty-Ninth Supplemental Series Indenture of Trust dated as of August 1, 2017, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Revenue Fund" has the meaning set forth in the Master Indenture.

"Revenues" means (i) all rates, fees, rentals, charges and other income properly allocable to the System under generally accepted accounting principles or resulting from the Local Government's ownership or operation of the System and all rights to receive the same, whether now existing or hereafter coming into existence, exclusive of user and other deposits subject to refund until such deposits have become the Local Government's property, (ii) the proceeds of any insurance covering business interruption loss relating to the System, (iii) interest on any money or securities related to the System held by or on behalf of the Local Government and (iv) any other income from other sources now or hereafter pledged or specifically made available by or on behalf of the Local Government to or for the payment of Operation and Maintenance Expenses or debt service on Parity Bonds (including amounts appropriated and paid pursuant to Section 5.5 below).

"Sale Date" means August 2, 2017, or such other date specified in Schedule 1.1.

"Subordinate Debt" means obligations of the Local Government secured by a pledge of Revenues expressly made subordinate to the pledge securing the Local Bond and any other Parity Bonds, and any obligations to make deposits related to reserve funds, rebate funds and similar funds or accounts established for the benefit of the Local Bond or any other Parity Bonds.

"Supplemental Interest" has the meaning set forth in Section 6.1.

"System" means all plants, systems, facilities, equipment or property owned, operated or maintained by the Local Government and used in connection with the supply, treatment, storage or distribution of water and the and the collection and treatment of wastewater, as the same may exist from time to time, and includes the Related Financed Property.

"Trustee" means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Related Supplemental Series Indenture, or its successors serving in such capacity.

"Virginia SNAP" means the Commonwealth of Virginia State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth.

"VRA Bonds" means the Related Series of VRA Bonds and any additional bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

Section 1.2 Rules of Construction. The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Bond do not refer to or connote the payment of the Local Bond at its stated maturity.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

ARTICLE II REPRESENTATIONS

Section 2.1 Representations by VRA. VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the Related Series of VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the Related Series of VRA Bonds to purchase the Local Bond from the Local Government as contemplated under the Related Supplemental Series Indenture and this Agreement and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) VRA has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 Representations by Local Government. The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) issue, sell and deliver its Local Bond to the Trustee, (iii) own and operate the Related Financed Property and the System, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization, the Local Bond and the Local Bond Documents.

(c) The Local Authorization authorized the execution and delivery of this Agreement and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted. The Local Authorization was filed in the Circuit Court of the County of Fluvanna on June __, 2017.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Bond Documents and the Local Bond, (iii) performance of its obligations under the Local Bond Documents and the Local Bond, (iv) the undertaking of the Project and (v) the operation and use of the Related Financed Property and the System. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not required to be obtained by the Effective Date cannot be obtained as required in the future.

(e) The Local Government has executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Authorization and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

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

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The Local Government's execution and delivery of the Local Bond and the Local Bond Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Bond Documents or approved by VRA, the Local Government will own, operate and control the Related Financed Property and the System at all times during the term of the Local Bond.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or

enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond or (v) affecting the Project.

(l) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(n) A list of all Parity Bonds that are outstanding on the date of this Agreement is attached as Exhibit J (the "Existing Parity Bonds").

(o) Except for the Existing Parity Bonds, there is no indebtedness of the Local Government secured by a pledge of Revenues prior to or on a parity with the lien of the pledge of Revenues that secures the Local Bond.

Section 2.3 Representations Remade as of the Sale Date. (a) It shall be a condition precedent of VRA's obligation to sell the Related Series of VRA Bonds that the Local Government's representations and warranties set forth in Section 2.2 be true and accurate in all respects on the Sale Date.

(b) If prior to the Sale Date, any representation or warranty set forth in Section 2.2 becomes untrue or inaccurate, then the Local Government shall notify VRA within one Business Day of becoming aware of such facts, and VRA, in its sole and absolute discretion, shall determine whether to sell VRA Bonds on behalf of the Local Government, which series of VRA Bonds (if any) to sell on behalf of the Local Government and any additional conditions precedent to the sale of such VRA Bonds or the purchase of the Local Bond.

ARTICLE III PURCHASE OF THE LOCAL BOND

Section 3.1 Purchase of the Local Bond. (a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA shall purchase, solely from the proceeds of the Related Series of VRA Bonds, all, but not less than all, of the Local Bond from the Local Government, and the Local Government shall, subject to the Financing Parameters, sell and deliver to VRA the Local Bond for the Purchase Price. The Local Government acknowledges that the Purchase Price is determined by VRA, is subject to VRA's Purchase Price Objective (as defined below) and market conditions as described below, and is expected to be substantially equal to the Proceeds Requested. The Local Government shall issue the Local Bond pursuant to the Local Authorization and in substantially

the form of Exhibit A to this Agreement. As a condition of VRA entering into this Agreement, the Local Government shall deliver to VRA a copy of the Local Authorization as adopted prior to the date hereof.

(b) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government the Purchase Price for its Local Bond which in VRA's judgment reflects the market value of the Local Bond ("Purchase Price Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the Related Series of VRA Bonds, the underwriters' discount and other issuance costs of the Related Series of VRA Bonds and other market conditions relating to the sale of the Related Series of VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in the Local Bond having a value other than par and that in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, the Local Government may need to issue the Local Bond with a par amount that is greater or less than the Proceeds Requested. The Local Government shall not issue the Local Bond if doing so would violate any Financing Parameter. The Local Government shall issue the Local Bond at a par amount that provides, to the fullest extent practicable given VRA's Purchase Price Objective, a Purchase Price at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Purchase Price will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Purchase Price substantially equal to the Proceeds Requested, based upon VRA's Purchase Price Objective.

Section 3.2 Issuance Expenses. VRA shall pay, or cause to be paid, from the proceeds of the Related Series of VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the Related Series of VRA Bonds and the purchase of the Local Bond on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the Related Series of VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the Related Series of VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the issuance, sale and delivery of the Local Bond, including, but not limited to the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government from the Purchase Price or other funds of the Local Government.

Section 3.3 Schedule 1.1. VRA shall complete Schedule 1.1, which shall set forth, among other things, the principal amount, interest rates, payment schedule and Purchase Price with respect to the Local Bond and the principal amount of the Related Series of VRA Bonds on or after the Sale Date. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 Conditions Precedent to Purchase of the Local Bond. VRA shall not be required to cause the Trustee to purchase the Local Bond unless:

VRA: (a) VRA has received the following, all in form and substance satisfactory to

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Bond Documents and the Local Bond, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2 and Section 2.3 (to the extent applicable), including appropriate certifications regarding the Local Bond Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(6) Evidence that the Local Government has complied with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) The executed Local Bond and original executed counterparts of the Local Tax Document.

(8) [A certificate of the [Consulting Engineer / Outside Engineer]¹ giving the [Consulting Engineer's / Outside Engineer's] estimate of the construction portion of the total Project Costs to be financed with the proceeds of the Local Bond, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(9) A certificate of a[n] [Consulting Engineer / Outside Engineer] (i) to the effect that the Purchase Price and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(10) A certificate of a[n] [Consulting Engineer / Outside Engineer] or a Qualified Independent Consultant, including supporting documentation, to the effect that during the first two complete Fiscal Years following the estimated completion date of the Project, the projected Net Revenues Available for Debt Service will satisfy the Local Government's rate covenant under Section 5.2(a). In providing this certificate, the [Consulting Engineer / Outside Engineer] or Qualified Independent Consultant may take

¹ See term sheet to determine whether VRA will require all certifications for items 8-12 from an Outside Engineer.

into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person or entity required to give approval for the rate increase to become effective. In addition, the [Consulting Engineer / Outside Engineer] or Qualified Independent Consultant may take into consideration additional future revenues to be derived under existing contractual arrangements entered into by the Local Government and from reasonable estimates of growth in the Local Government's consumer base.

(11) A certificate of the [Consulting Engineer / Outside Engineer] to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System required to have been obtained as of the Closing Date have been obtained and (ii) the [Consulting Engineer / Outside Engineer] knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project and the operation and use of the System cannot be obtained as required in the future.

(12) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 7.13 with respect to any existing contracts as of the Closing Date.

(13) Evidence that the Local Government has satisfied all conditions precedent to the issuance of the Local Bond as a "Parity Bond" under the financing documents for the Existing Parity Bonds.

(14) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the Related Series of VRA Bonds have paid in full and VRA has accepted the purchase price for the Related Series of VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Purchase Price is a portion of the proceeds of the Related Series of VRA Bonds.

ARTICLE IV USE OF PURCHASE PRICE

Section 4.1 Deposit of Purchase Price; Investment of Amounts in Local Account.

(a) On the Closing Date, VRA shall cause the Trustee to deposit the Purchase Price into the Local Account and to apply the Purchase Price and the earnings thereon as set forth in the Related Supplemental Series Indenture, this Agreement and the Local Tax Document.

(b) The Local Government acknowledges and consents to the investment of the Purchase Price and the earnings thereon in Virginia SNAP.

Section 4.2 Agreement to Accomplish Project. (a) The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as

described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(4). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(b) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(c) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall disburse any remaining balance to the Local Government to partially reimburse interest on the Local Bond or in such other manner that is permitted under the Act and will not, in the opinion of a nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax status of the Related Series of VRA Bonds.

Section 4.3 Disbursement of Purchase Price and Earnings. Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Section 4.4 No Sufficiency Warranty by VRA; Local Government Required to Complete Project. VRA makes no warranty, either express or implied, that the Purchase Price will be sufficient to pay all or any particular portion of the Project Costs. If the Purchase Price is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under the Local Bond or this Agreement.

ARTICLE V PLEDGE AND SECURITY

Section 5.1 Pledge. Subject to the Local Government's right to apply Revenues to the payment of Operation and Maintenance Expenses, the Revenues are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the Local Bond and the payment and performance of the Local Government's obligations under this Agreement on a parity with any Parity Bonds. This pledge shall be valid and binding from and after the Closing Date. The Revenues, as received by the Local Government, shall immediately be subject to the lien of this

pledge without any physical delivery of them or further act. Except as stated above, the lien of this pledge shall have priority over all other obligations and liabilities of the Local Government payable from Revenues, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Local Government regardless of whether such parties have notice of this pledge. Until the occurrence and continuation of an Event of Default, the Local Government may, after the application each month of Revenues to the payment of the Operation and Maintenance Expenses and debt service on the Local Bond and any other Parity Bonds, use the Revenues for any lawful purpose.

Section 5.2 Rate Covenant. (a) The Local Government shall fix and collect rates, fees and other charges for the use of and for services furnished or to be furnished by its System, and will from time to time revise such rates, fees and other charges so that in each Fiscal Year the Net Revenues Available for Debt Service will equal at least 100% of the amount required during the Fiscal Year to pay the principal of and interest on the Local Bond and all other Parity Bonds.

(b) If, for any reason, the Net Revenues Available for Debt Service are insufficient to satisfy the covenant set forth in subsection (a), the Local Government shall (i) on its demand, pay to VRA a rate maintenance penalty fee in an amount of \$5,000, and (ii) within 90 days adjust and increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses so as to provide sufficient Net Revenues Available for Debt Service to satisfy such requirement.

(c) On or before the last day of each Fiscal Year, the Local Government shall review the adequacy of its rates, fees and other charges for the next Fiscal Year, and, if such review indicates the Local Government's rates, fees and other charges will be insufficient to satisfy the rate covenant in subsection (a), the Local Government shall promptly take appropriate action either under Section 5.5 or to increase its rates, fees and other charges or reduce its Operation and Maintenance Expenses to cure any deficiency.

Section 5.3 Annual Budget of the System. Not less than 15 days before the first day of each Fiscal Year, the Local Government shall submit to its governing body and to VRA a copy of a preliminary annual budget, containing all information called for by, and otherwise being in the form of, Exhibit I to this Agreement, for such Fiscal Year setting forth a schedule of the rates, fees and other charges to be imposed by the Local Government, the Revenues estimated to be generated thereby and the expenditures anticipated by the Local Government for operations, maintenance, repairs, replacements, improvements, debt service and other purposes. The Local Government shall adopt, prior to the first day of each Fiscal Year, a budget for such Fiscal Year. The Local Government shall ensure that the adopted budget contains the information required to be included in the preliminary budget. Such budget as approved by the Local Government's governing body is referred to in this Agreement as the Annual Budget. The Local Government may at any time during any Fiscal Year amend the Annual Budget for such Fiscal Year so long as such amendment does not result in an Event of Default. The Local Government shall promptly submit to VRA, in an electronic format, a copy of the Annual Budget and any amendments thereto.

Section 5.4 Qualified Independent Consultant's Report. (a) If at the end of any Fiscal Year, the Local Government is not in compliance with the rate covenant made by the Local Government in Section 5.2(a), within 210 days after the end of such Fiscal Year, the Local Government shall obtain a report from the Qualified Independent Consultant. The Local Government shall ensure that the report gives advice and makes recommendations as to the proper maintenance, repair, replacement and operation of the System for the next ensuing Fiscal Year and estimating the costs thereof as to the rates, fees, and other charges which should be established by the Local Government to satisfy the rate covenant in Section 5.2(a). The Local Government shall promptly furnish a copy of such report to VRA and, subject to Section 5.4(b), take measures to implement the recommendations of the Qualified Independent Consultant within 90 days of obtaining such report.

(b) If the Local Government determines that the Qualified Independent Consultant's recommendations are impractical or inappropriate, the Local Government may in lieu thereof adopt other procedures which the Local Government believes will bring it into compliance with the rate covenant made by the Local Government in Section 5.2(a) when such measures have been implemented and become fully effective. Such alternative plan shall be filed with VRA not later than 30 days after receipt of the Qualified Independent Consultant's report along with a detailed explanation of the Local Government's reason for rejecting the Qualified Independent Consultant's recommendations. Notwithstanding anything herein to the contrary, VRA reserves the right, in its sole discretion, to reject such alternate procedures and, to the extent permitted by law, require the Local Government to comply with the Qualified Independent Consultant's recommendations.

Section 5.5 Support Agreement. (a) No later than March 15 of each year beginning March 15, 2018, the County Administrator of the Local Government (the "County Administrator") shall notify VRA in writing of the amount by which Net Revenues Available for Debt Service (excluding any payments that may be made under this Section 5.5) is expected in the next ensuing Fiscal Year to be insufficient to (i) satisfy the Rate Covenant and (ii) pay any amounts due under this Agreement (collectively, the "Annual Deficiency Amount").

(b) The Local Government hereby directs the County Administrator to include the Annual Deficiency Amount in the budget submitted to the governing body of the Local Government (the "Board") for the next ensuing Fiscal Year. The County Administrator shall deliver to VRA within ten days after the adoption of the Local Government's budget for each Fiscal Year, but not later than July 15 of each year, a certificate stating whether the Board has approved and included an amount equal to the Annual Deficiency Amount for transfer to the System in the adopted Local Government budget for such Fiscal Year.

(c) If at any time there is a failure of the Local Government to make a payment of principal of or interest on the Local Bond to pay any amounts due under this Agreement, the County Administrator shall request an appropriation from the Board in an amount sufficient to cover the payment default.

(d) The Local Government agrees that the Board will consider each request for appropriation made pursuant to subsection (c) above at its next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. The Local Government

shall notify VRA promptly after such meeting as to whether the amount so required was appropriated. If the Board shall fail to make such appropriation, the County Administrator shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the Board for the next Fiscal Year.

(e) The Local Government shall pay to the Trustee the amount of any appropriation made pursuant to subsection (c) of this Section. The Local Government and VRA acknowledge that any amounts appropriated pursuant to this Section are pledged to secure the payment of principal of and premium, if any, and interest on the Local Bond and amounts due under this Agreement, as the case may be.

(f) The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested from time to time pursuant to subsections (b) and (c) above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future Fiscal Years, hereby states its intent to make such appropriations in future Fiscal Years, and hereby recommends that future Boards do likewise.

ARTICLE VI PAYMENT AND REDEMPTION OF LOCAL BOND

Section 6.1 Payment of Local Bond and Related Amounts.

(a) Until the principal of and premium, if any, and interest on the Local Bond and all other amounts payable under this Agreement have been paid in full, the Local Government shall pay the Trustee or VRA, as applicable, the following amounts:

(1) to the Trustee, the amounts required by the Local Bond on such dates and in such manner as provided for in the Local Bond – the term "interest," as used in the Local Bond and this Agreement, includes Supplemental Interest, when and if payable;

(2) to the Trustee, on VRA's demand, or to VRA, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA, on its demand, a late payment penalty in an amount equal to 5.0% of the payment on the Local Bond not paid within 10 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; and

(5) to VRA, the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default or default by the Local Government under this Agreement (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement, any other document related to the Related Series of VRA Bonds or the Local Bond or (iii) any claim, lawsuit or other challenge to the Local Bond, the VRA Bonds or this Agreement that arises, at least in part, out of the Local Government's authorization of its issuance of the Local Bond, and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them.

(b) If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on the Local Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Local Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in the Local Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in the Local Bond, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government shall pay the amounts described above and make payments as scheduled under the Local Bond despite any amount being withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture.

Section 6.2 Defeasance and Redemption of Local Bond.

(a) The Local Government shall not defease or redeem the Local Bond (in whole or in part), except as provided in this Section 6.2.

(b) The Local Government shall satisfy the following conditions prior to the defeasance and redemption of the Local Bond:

(1) The Local Government shall provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related Portion of VRA Bonds corresponding to the portion of the Local Bond to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to pay for a verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion, all amounts overdue or then due on the Local Bond (including, without limitation, any Supplemental Interest) and all amounts overdue, due or to become due under Section 6.1(a) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related Portion of VRA Bonds.

(c) VRA will determine which Related Portion of VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance or redemption of the Local Bond.

Section 6.3 Payments and Rights Assigned. The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement and the Local Bond. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under the Local Bond and this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the Related Series of VRA Bonds has occurred and is continuing. Even though VRA will be the registered owner of the Local Bond, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under the Local Bond and this Agreement (except for those

amounts specifically indicated as payable to VRA under Section 6.1 or Section 11.8, which the Local Government shall pay directly to VRA).

Section 6.4 Obligations Absolute and Unconditional. The obligation of the Local Government to make the payments required by the Local Bond and this Agreement from the sources pledged therefor shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

ARTICLE VII OPERATION AND USE COVENANTS

Section 7.1 Maintenance. At its own cost and expense the Local Government shall operate the Related Financed Property and the System in a proper, sound and economical manner in compliance with all legal requirements and shall maintain the Related Financed Property and the System in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 7.2 Additions and Modifications. At its own expense the Local Government from time to time may make any renewals, replacements, additions, modifications or improvements to the Related Financed Property and the System that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the Related Financed Property and the System or (ii) negatively affect the structural or operational integrity of any part of the Related Financed Property and the System. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the Related Financed Property and the System.

Section 7.3 Permits. The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Related Financed Property and the System. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 7.4 Use. The Local Government shall comply with all lawful requirements of any governmental authority regarding the Related Financed Property and the System, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the Related Financed Property and the System, irrespective of the cost of making the same.

Section 7.5 Inspection and Local Government's Books and Records. The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents

such reasonable rights of access to the Related Financed Property and the System as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the Related Financed Property and the System.

Section 7.6 Ownership. The Local Government shall not construct, reconstruct or install any part of the Related Financed Property and the System on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part of Related Financed Property and the System is lawfully located in a public street or highway or (2) the Local Government provides a written opinion of counsel or a report of a Qualified Independent Consultant, either of which in a form reasonably acceptable to VRA, that indicates that the lands and the Local Government's right or interest therein is sufficient for the Local Government's purposes.

Section 7.7 Sale or Encumbrance. No part of the System shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) with the written consent of VRA or (ii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the System for streets, roads and utilities as will not adversely affect the use of the System.

(b) The Local Government may sell or otherwise dispose of property constituting part of the System if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the System with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

(d) The Local Government may otherwise sell or dispose of property constituting part of the System if there is filed with VRA a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the System. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

Section 7.8 Collection of Revenues. The Local Government shall use its best efforts to collect all rates, fees and other charges due to it, including, without limitation, the perfection of liens on premises served by the System for the amount of all delinquent rates, fees and other

charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, discontinue and shut off, or cause to be discontinued and shut off, services and facilities of the System, and use its best efforts to cause to be shut off water service furnished otherwise than through the System, to customers of the System who are delinquent beyond any customary grace periods in the payment of rates, fees and other charges due to the Local Government.

Section 7.9 No Free Service. Except as otherwise required by law and as described on Exhibit H, the Local Government shall not permit connection with or the use of the System, or furnish any services afforded by the System, without making a charge therefor based on the Local Government's uniform schedule of rates, fees and charges.

Section 7.10 No Competing Service. To the extent permitted by law, the Local Government agrees not to provide, grant any franchise to provide or give consent for anyone else to provide, any services which would compete with the System.

Section 7.11 Mandatory Connection. To the extent permitted by law, the Local Government shall adopt and enforce rules and regulations, consistent with applicable laws, requiring the owner, tenant or occupant of each lot or parcel of land which is served or may reasonably be served by the System and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use, to connect such building to the System, provided, however, that such rules and regulations may permit the continued use of private water or sewage disposal systems approved by the applicable board of health or health officer by any such building already in existence at the time the services of the System become available to it upon such conditions as may be specified in such rules and regulations or until such time as such approved private water or sewage disposal system shall cease to be approved or shall require major repairs to continue to be approved, at which time such building shall be required to connect to the System.

Section 7.12 Lawful Charges. The Local Government shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the System or the Local Government's interest in it, or (ii) incurred in the operation, maintenance, use and occupancy of the System. The Local Government shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the System or the Revenues (collectively, the "Mechanics' Charges"). The Local Government, however, after giving VRA 10 days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Local Government may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in VRA's reasonable opinion, such action may impair the lien on Revenues granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Trustee or an appropriate court a bond in form and amount satisfactory to VRA. Upon request, the Local Government shall furnish to VRA proof of payment of all Governmental Charges and Mechanics' Charges the Local Government is required to pay under this Agreement.

Section 7.13 Construction Contractors. The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Default occurs. The Local Government shall cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

Section 7.14 Engineering Services. The Local Government shall retain or employ a Consulting Engineer to provide engineering services covering the operation of the System.

ARTICLE VIII INSURANCE, DAMAGE AND DESTRUCTION

Section 8.1 Insurance. The Local Government shall maintain or cause to be maintained insurance against such risks as are customarily insured against by systems similar in size and character to the System, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the System's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of the System.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 Requirements of Policies. The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies

selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the System. If the Local Government does not maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

Section 8.3 Notice of Damage, Destruction or Condemnation. In case of (i) any damage to or destruction of any material part of the Related Financed Property and the System, (ii) a taking of all or any part of the Related Financed Property and the System or any right in it under the exercise of the power of eminent domain, (iii) any loss of the Related Financed Property and the System because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 Damage and Destruction. If all or any part of the Related Financed Property and the System is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the Related Financed Property and the System for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

Section 8.5 Condemnation and Loss of Title. If title to or the temporary use of all or any part of the System shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from any title insurance to be applied to the restoration of the System to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX SPECIAL COVENANTS

Section 9.1 Tax Covenants. The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any

arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the Related Series of VRA Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the Related Series of VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related Portion of VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 Maintenance of Existence. The Local Government shall maintain its existence as a political subdivision of the Commonwealth under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 Financial Records and Statements. The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The annual audit shall include a supplemental schedule demonstrating whether the Local Government satisfied the rate covenant set forth in Section 5.2. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the System's financial position as of the end of such Fiscal Year and the results of the System's operations and changes in the financial position thereof for the Fiscal Year.

Section 9.4 Certification as to No Default and Tax Compliance. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

Section 9.5 Further Assurances. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 6.1(a)(5).

Section 9.6 Assignment by Local Government. The Local Government shall not assign its rights and obligations under the Local Bond or this Agreement, or both, without the prior written consent of VRA.

Section 9.7 Continuing Disclosure. (a) For purposes of this Section 9.7, the following terms and phrases have the following meanings:

"Annual Financial Information" with respect to any Fiscal Year for the Local Government means the following:

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

(ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (i) of this Section.

"Make Public" or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

"Material Local Government" means the Local Government if the aggregate outstanding principal amount of the Local Bond and any other of the Local Government's local bonds purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local bonds purchased with proceeds of the VRA Bonds.

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

"SEC" means the U.S. Securities and Exchange Commission.

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

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

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

(c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to the Local Bond, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to the Local Bond reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other notices or determinations with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds, or other events with respect to the Local Bond that could affect the tax status of the Related Series of VRA Bonds;
- (7) modifications to rights of holders;
- (8) bond calls and tender offers;
- (9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Local Bond;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Local Government;

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

(14) appointment of a successor or additional trustee for the Local Bond, if any, or the change of name of a trustee; and

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures under this Section or any similar undertaking pursuant to the Rule.

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

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

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

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

(i) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(j) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 9.8 Other Indebtedness. The Local Government shall pay when due all amounts required by any other indebtedness of the Local Government and perform all of its obligations in connection with all other indebtedness of the Local Government.

Section 9.9 Additional Indebtedness. The Local Government shall not incur any indebtedness or issue any bonds, notes or other evidences of indebtedness secured by a pledge of Revenues, except Parity Bonds or Subordinate Debt issued in accordance with the terms and conditions of this Section 9.9.

(a) The Local Government may issue Parity Bonds to (i) pay the cost of the acquisition or construction of improvements, extensions, additions or replacements to equipment or betterments of and any property, rights or easements deemed by the Local Government to be necessary, useful or convenient for the System or to refund Subordinate Debt, (ii) refund some or all of the Local Bond (subject to the conditions of Section 6.2) or any other Parity Bonds or (iii) effect some combination of (i) and (ii), provided in each case the following conditions are satisfied. Before any Parity Bonds is issued or delivered, the Local Government shall deliver to VRA the following in form and substance satisfactory to VRA and dated as of the date of issuance of such Parity Bonds:

(1) Certified copies of all resolutions and ordinances of the Local Government authorizing the issuance of the Parity Bonds.

(2) A certificate of a Local Representative setting forth the purposes for which the Local Government is issuing the Parity Bonds and the manner in which the Local Government will apply the proceeds from the issuance and sale of the Parity Bonds.

(3) If the Parity Bonds is authorized for any purpose other than the refunding of the Local Bond or other Parity Bonds, a certificate including supporting documentation of a Qualified Independent Consultant to the effect that (i) the improvements or property which the proceeds from the issuance of the Parity Bonds will finance or refinance will be a part of, or are necessary, useful or convenient for, the System, (ii) the funds available to the Local Government from the issuance of the Parity Bonds and other specified sources will be sufficient to pay the estimated cost of such improvements or property (or refinancing the same), (iii) the period of time which will be required to complete such improvements or property, and (iv) (A) the failure to make such improvements or acquire or construct such property will result in an interruption or

reduction, or the continuance of an interruption or reduction, of Revenues, or (B) during the first two complete Fiscal Years following the completion of the improvements or the acquisition or construction of the property (or refinancing the same), the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2 (excluding payments made pursuant to Section 5.5). In providing this certificate, the Qualified Independent Consultant may take into consideration future System rate increases, provided that such rate increases have been duly approved by the Local Government's governing body and any other person and entity required to give approval for the rate increase to become effective. In addition, the Qualified Independent Consultant may take into consideration additional future Revenues to be derived under then existing contractual agreements entered into by the Local Government and from reasonable estimates of growth in the Local Government's customer base. In providing the certification in subsection (iv)(B) above, the Qualified Independent Consultant shall include supporting documentation.

(4) If the Parity Bonds are authorized solely to refund any Local Bond or other Parity Bonds either (i) a certificate or report of a Qualified Independent Consultant that the refunding Parity Bonds will have annual debt service requirements in each of the years the Local Bond or the other Parity Bonds to be refunded (the "Refunded Bonds") would have been outstanding that is lower than the annual debt service requirements in each such year on the Refunded Bonds, or (ii) a certificate of a Qualified Independent Consultant to the effect that in its opinion, during the first two complete Fiscal Years following the issuance of the refunding Parity Bonds, the projected Net Revenues Available for Debt Service will satisfy the rate covenant of Section 5.2 (excluding payments made pursuant to Section 5.5). In providing the certificate described in clause (ii), the Qualified Independent Consultant may take into account the positive factors described in the last two sentences of subsection (a)(3) of this Section.

(5) If requested by VRA, an opinion of a nationally-recognized bond counsel, subject to customary exceptions and qualifications, approving the form of the resolution authorizing the issuance of the Parity Bonds and stating that its terms and provisions conform with the requirements of this Agreement, that the certificates and documents delivered to VRA constitute compliance with the provisions of this Section, and that the issuance of the Parity Bonds will have no adverse effect on the exclusion of the interest on the Related Series of VRA Bonds from gross income for federal income tax purposes and not cause interest on the Related Series of VRA Bonds to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

(b) If the Local Government is unable or unwilling to satisfy the conditions set forth in subsection (b) to the issuance and delivery of any issue of Parity Bonds, VRA may determine, in its sole discretion, to waive any or all of such conditions.

Section 9.10 Litigation; Material Change. The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that the County Attorney determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the System or its

ability to perform its payment and other obligations under this Agreement or the Local Bond or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

ARTICLE X DEFAULTS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is an "Event of Default":

(a) The failure to pay any installment of principal of or premium, if any, on the Local Bond when due (whether at maturity, by mandatory or optional redemption, by acceleration or otherwise).

(b) The failure to pay any installment of interest (including Supplemental Interest) on the Local Bond when due.

(c) The failure to make any other payment or deposit required by this Agreement within 15 days after its due date.

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of the Local Bond is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(g) Any proceeding shall be instituted, with the Local Government's consent or acquiescence, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting such creditors' claims under any federal or state statute now or hereafter enacted, if such claims are under any circumstances payable from the Revenues.

(h) An order or decree shall be entered, with the Local Government's consent or acquiescence, appointing a receiver or receivers of the System or any part of it or of the Revenues, or if such order or decree, having been entered without the Local Government's consent or acquiescence, shall not be vacated or discharged or stayed on appeal within 60 days after its entry.

(i) The occurrence of a default by the Local Government under the terms of any debt secured by a pledge of Revenues and the failure to cure such default or obtain a waiver thereof within any period of time permitted thereunder.

Section 10.2 Acceleration. Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid principal of and interest on the Local Bond due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid principal of and accrued interest on the Local Bond. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of maturity of principal of and interest on the Local Bond.

Section 10.3 Other Remedies. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in the Local Bond or this Agreement. No remedy conferred by this Agreement upon or reserved to the registered owners of the Local Bond is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 Delay and Waiver. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

ARTICLE XI MISCELLANEOUS

Section 11.1 State Aid Intercept. The Local Government acknowledges that VRA is treating the Local Bond as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

Section 11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.3 Amendments. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 Limitation of Local Government's Liability. Notwithstanding anything in the Local Bond or this Agreement to the contrary, the Local Government's obligations hereunder and under the Local Bond are not its general obligations, but are limited obligations payable solely from the Revenues which are specifically pledged for such purpose. Neither the Local Bond nor this Agreement shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Local Government and the Local Government shall not be obligated to pay the principal of or premium, if any, or interest on the Local Bond or other costs incident to them except from the Revenues and other funds pledged for such purpose. In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 11.5 Applicable Law. This Agreement shall be governed by Virginia law.

Section 11.6 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 Right to Cure Default. If the Local Government fails to make any payment or to perform any act required by it under the Local Bond or this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and

expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of the Local Bond.

Section 11.9 Term of Agreement. This Agreement is effective as of the Effective Date. Except as otherwise specified, the Local Government's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Local Government under this Agreement.

Section 11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Stephanie L. Hamlett, Executive Director

COUNTY OF FLUVANNA, VIRGINIA

By: _____

Name: _____

Title: _____

Address for Notices:

Attention: _____

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Patricia A. Welling, Vice President

EXHIBIT A
FORM OF LOCAL BOND

[To be provided by Local Bond Counsel]

EXHIBIT B

DESCRIPTION OF THE PROJECT

[To be provided by Local Government]

EXHIBIT C

**PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR
INVESTIGATIONS**

[To be provided by Counsel for the Local Government]

EXHIBIT D
FORM OF REQUISITION

Requisition No.

Date:

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

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

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Bond Sale and Financing Agreement dated as of [Dated Date] (the "Financing Agreement") between the Virginia Resources Authority and the County of Fluvanna, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Agreement. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2017B Acquisition Fund established under the Thirty-Ninth Supplemental Series Indenture.

Payee (including wiring instructions if receiving electronic payment):

Address:

Amount to be paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs of the construction portion of the Project, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the Project over or through such lands.

The Local Government has agreed in the Financing Agreement that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
 Recipient: County of Fluvanna – VRA 2017B
 Local Representative: _____
 Title: _____
 Date: _____

<u>Cost Category</u>	<u>Total Project Cost</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

CERTIFICATE OF CONSULTING ENGINEER

The undersigned Consulting Engineer for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: _____, 20__

Consulting Engineer

EXHIBIT E
OPERATING DATA

Description of Local Government. A description of the Local Government including a summary description of the System.

Debt. A description of the terms of the Local Government's outstanding debt including a historical summary of outstanding debt and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

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

EXHIBIT F

FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on the Letterhead of Counsel for the Local Government]

_____, 20____

Board of Supervisors of the County of Fluvanna, Virginia
_____, Virginia

Virginia Resources Authority
Richmond, Virginia

\$ _____
County of Fluvanna, Virginia
[Name of Local Bond]

Ladies and Gentlemen:

I have acted as counsel to the County of Fluvanna, Virginia (the "Local Government"), in connection with the issuance and sale by the Local Government of its \$_____ [Name of Local Bond] (the "Local Bond"), the net proceeds of which will be applied to finance the Project (as defined in the hereafter defined Financing Agreement) and in such capacity, I have examined, among other things, the following documents:

- (a) a certified copy of the Local Authorization, authorizing the issuance and sale of the Local Bond to Virginia Resources Authority ("VRA") to finance the Project;
- (b) a copy of the Local Bond Sale and Financing Agreement (the "Financing Agreement") dated as of June 23, 2017, and between the Local Government and VRA; and
- (c) a copy of the Local Tax Document.

The documents referred to in clauses (b) and (c) above are referred to collectively as the "Local Bond Documents."

I have also examined such other records and proceedings of the Local Government and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion.

Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Agreement.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the Local Government set forth in the Local Bond Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the Local Government in connection with the Local Bond Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, I am of the opinion that:

1. The Local Government is a duly created and validly existing political subdivision of the Commonwealth and is vested with the rights and powers conferred upon it by Virginia law.

2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Bond Documents and all related documents, (ii) undertake the Project and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Bond Documents, including owning and operating the System.

3. The Local Bond Documents were duly authorized by the Local Authorization and the Financing Agreement is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.

4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Bond Documents and the Local Bond, (iii) the Local Government's performance of its obligations under the Local Bond Documents and the Local Bond, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property and the System. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.

5. The Financing Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms. The Local Bond has been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding limited obligation of the Local Government enforceable against the Local Government in accordance with its terms.

The obligations of the Local Government under the Financing Agreement and the Local Bond, and the enforceability of such obligations, may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, (iii) the exercise of sovereign police powers of the Commonwealth, and (iv) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

8. The Local Government (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The execution and delivery by the Local Government of the Local Bond and the Local Bond Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Agreement, there are not pending nor, to the best of my knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Authorization, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition

(financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, the Local Bond Documents or the Local Bond, or (v) affecting the undertaking of the Project.

Very truly yours,

EXHIBIT G**FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE**

[DATE]

[Insert Name]
Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Bond Sale and Financing Agreement dated as of June 23, 2017 (the "Financing Agreement"), between Virginia Resources Authority and the County of Fluvanna, Virginia (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Agreement.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of all or a portion of the Related Financed Property has not changed since the Closing Date.] [If untrue, please describe.]
3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]

6. [The Local Government has not used or permitted the use of any Proceeds of the Local Bond directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]
7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Agreement), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Local Bond as security for or the direct or indirect source of the payment of the principal of or interest on the Local Bond.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.9 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

EXHIBIT H
DESCRIPTION OF SPECIAL USE ARRANGEMENTS

EXHIBIT I
FORM OF ANNUAL BUDGET

[DATE]

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

Ladies and Gentlemen:

Pursuant to the Financing Agreement between Virginia Resources Authority and the County of Fluvanna, Virginia, dated as of June 23, 2017, a copy of the fiscal year [20xx] annual budget is enclosed. Such annual budget provides for the satisfaction of the rate covenant as demonstrated below.

Revenues	Operation & Maintenance Expenses	Net Revenues Available for Debt Service (Revenues – O&M Expenses)	Debt Service	*Coverage (Net Revenues Available for Debt Service/Debt Service)
-----------------	---	---	---------------------	--

Unless otherwise defined herein, the capitalized terms used in this Certificate shall have the meanings set forth in the Financing Agreement.

Very truly yours,

By: _____

Its: _____

EXHIBIT J
EXISTING PARITY BONDS

SCHEDULE 1.1

FINAL TERMS

Principal Amount of Related Series of VRA Bonds

Principal Amount of Local Bond

Purchase Price

[The Local Government shall establish a water and sewer enterprise fund to account for the operations of the System as part of its Fiscal Year 2018 audited financial statements and shall maintain such enterprise fund for each subsequent Fiscal Year.]

The Purchase Price was determined as follows: by adding to the par amount of the portion of the Related Series of VRA Bonds (\$_____), the Local Government's share of the net premium on the Related Series of VRA Bonds (\$_____) and by subtracting from the par amount of the Related Series of VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 (\$_____) and the Local Government's share of the deposit on the Closing Date to a VRA Reserve (\$_____).

ADDITIONAL CONDITIONS PRECEDENT TO PURCHASE OF LOCAL BOND:

**ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF PROCEEDS
OF LOCAL BOND:**

PROJECT BUDGET

Sources

Par Amount

Premium

Estimated Earnings

Total Sources

Uses

Construction

Design & Engineering

Local Costs of Issuance

VRA Costs of Issuance

Capital Reserve Fund - Partial Allocation

Underwriter's Discount

Contingency

Total Uses

INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND

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

TAB B

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Ratify Advertisement of VRA Bond Public Hearing - ZXR Water/Sewer Project				
MOTION(s):	I move the Board of Supervisors ratify the advertisement of a public hearing on the proposed issuance of water and sewer revenue bond in the estimated maximum principal amount not to exceed \$8,500,000 to be sold to the Virginia Resources Authority (VRA).				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):	C7	
	X				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Eric Dahl, Deputy County Administrator / Director of Finance				
PRESENTER(S):	Eric Dahl, Deputy County Administrator / Director of Finance				
RECOMMENDATION:	I recommend approval of the motion as stated above.				
TIMING:	Routine				
DISCUSSION:	Code of Virginia 15.2-2606: "...before the final authorization of any bonds by a locality, the governing body of the locality shall hold a public hearing on the proposed bond issue. Notice of the hearing shall be published once a week for two successive weeks in a newspaper published or having general circulation in the locality. The notice shall state the general purpose or purposes and the estimated maximum amount of the bonds proposed to be issued and shall specify the time and place of the hearing at which persons may appear and present their views."				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	"Fluvanna County Notice of Public Hearing"				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	X	X			

NOTICE OF PUBLIC HEARING

On Wednesday, July 5, 2017, the Board of Supervisors of Fluvanna County, Virginia, will hold a public hearing on the proposed issuance of a water and sewer revenue bond of Fluvanna County, Virginia in the estimated maximum principal amount not to exceed \$8,500,000 (the “Bond”) to be sold by the County to the Virginia Resources Authority (“VRA”), which is expected to purchase the Bond pursuant to a Local Bond Sale and Financing Agreement between the County and VRA with a portion of the proceeds of the sale of the VRA’s Series 2017B Bonds (Virginia Pooled Financing Program). Proceeds generated from the sale of the Bond to VRA will be used for the purpose of financing the planning, acquisition and construction of certain water and wastewater infrastructure improvements in the Zion Crossroads area of the County, paying capitalized interest on the Bond for a period not to exceed 12 months after issuance thereof, and paying certain costs of issuance of the Bond.

The public hearing will be conducted at 7:00 p.m. in the Circuit Courtroom, Fluvanna County Courts Building, 132 Main Street, Palmyra, Virginia. Interested persons may appear at such time and place and present their views.

**Clerk, Board of Supervisors of
Fluvanna County, Virginia**

**TO BE PUBLISHED IN THE FLUVANNA REVIEW NO LATER THAN JUNE 22, 2017
and JUNE 29, 2017**

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

TAB C

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Adoption of the Fluvanna County Board of Supervisors Regular Meeting Minutes.				
MOTION(s):	I move the meeting minutes of the Fluvanna County Board of Supervisors for Wednesday, June 7, 2017 Regular Meeting, be adopted.				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		X			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Minutes for June 7, 2017				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
June 7, 2017
Regular Meeting 4:00pm**

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair
Mozell Booker, Fork Union District, Vice Chair
Patricia Eager, Palmyra District
Tony O'Brien, Rivanna District
Donald W. Weaver, Cunningham District

ALSO PRESENT:

Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

CALL TO ORDER

At 4:03pm Chair Sheridan, called the Regular Meeting of June 7, 2017.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

ADOPTION OF AGENDA

Mr. Nichols indicated that there was an inclusion after the Agenda was sent to the Board: Old Business-- VRA Financing Review for ZXR Water/Sewer Project.

MOTION

Mrs. Booker moved to accept the Agenda, as amended, for the June 7, 2017 Regular Meeting of the Board of Supervisors. Mr. Weaver seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

COUNTY ADMINISTRATOR'S REPORT

Mr. Nichols reported on the following topics:

- Ø Staff Stars and Community Efforts
 - The Certificate of Achievement for Excellence in Financial Reporting has been awarded to County of Fluvanna. From Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR).
 - Business Appreciation Event held June 5th: Over 100 people representing more than over 50 businesses. Collaboration with EDA, Chamber, and Fluvanna Economic Development partners. Cunningham Creek Winery. Antioch Brewing Company, Fluvanna's FIRST Nanobrewery -- a sneak peek into their product and first ever tastings.
 - New Historic Courthouse signage: Post and base made in-house by Anthony Tanner
 - Job Fair held on Friday, 2nd: 42 job seekers and 22 employers – highly successful per Virginia Employment Commission. Next event will take place in the fall
 - Summer Reading at the Library is off to a GREAT start! Special thanks to Library Clerk, Liz McIver, for her help in planning the summer program.
- Ø Spotlight on Business: Blue Ridge Balloon, LLC
- Ø Announcements and Updates
 - Columbia Renewal Task Force: Columbia Area Renewal Effort (CARE)
 - E911 Radio Project Update: Final two towers stacked to 300' last week. Finishing touches in June and July. Remaining radio equipment to be installed in June. System to be tweaked and optimized in July. Coverage testing – August 1-12. Dispatch training – week of August 14. System cutover – August 22. Follow-up 30-day reliability test for the entire system.
 - Firefighter 1 class practiced firefighting techniques at Albemarle's burn building (Sat, Jun 3). Class is taught by Lake Monticello's Fire Chief, Richie Constantino. Building is similar to what FRA wants to build through grant funding.
 - NEW ROUNDABOUT PLANNED AT 618/53: VDOT will hold a design public hearing for a project to construct a roundabout at the intersection of Route 53 (Thomas Jefferson Parkway) and Route 618 (Lake Monticello Road) in Fluvanna County.
 - Old Columbia Town Hall is gone!
 - New Deputy Treasurer started work June 1st: Lori Roberts
 - New Report in BOS Package: Unassigned Fund Balance Report, Created by Management Analyst Marty Brookhart
 - Short-Term Rental Legislation-- Board directed staff to research AirBNB regulations, guidelines, and common practices in view of the increasing number of AirBNB operations in the county.

Ø Next Meetings

Day	Date	Time	Purpose	Location
Wed	Jun 21	7:00 PM	Regular Meeting	Courtroom
Wed	Jul 5	4:00 PM 7:00 PM	Regular Meeting Regular Meeting – Public Hearings	Courtroom
Wed	Aug 2	4:00 PM	Regular Meeting	Courtroom
Wed	Aug 16	7:00 PM	Regular Meeting	Courtroom

PUBLIC COMMENTS #1

At 4:27pm Chair Sheridan opened the first round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:27pm.

PUBLIC HEARING

None.

ACTION MATTERS

FY18 Arts Grant Budget Transfer from BOS Contingency—Martin Brookhart, Management Analyst, brought forward a request to approve a budget transfer to cover a reduction in funding. Staff received notification that Arts Grant funding for FY18 will be cut to \$4,500.

On May 17th, the Board was presented with the following funding options:

- Option 1: Reduce FY18 Allocation to \$9,500
 - \$5,000 County Contribution (No Change)
 - \$4,500 Virginia Commission for the Arts Grant (-\$500)
- Option 2: Reduce FY18 Allocation to \$9,000
 - \$4,500 County Contribution (-\$500)
 - \$4,500 Virginia Commission for the Arts Grant (-\$500)
- Option 3: Keep FY18 Allocation at \$10,000
 - \$5,500 County Contribution (+\$500 from BOS Contingency)
 - \$4,500 Virginia Commission for the Arts Grant (-\$500)

The Board Directed Staff to move forward with "Option 3". Approval of the motion as stated above will allow finance to decrease Arts Grant Revenue and decrease BOS Contingency by \$500. The FY18 allocation to the Fluvanna Arts Council will remain at \$10,000.

MOTION

Mrs. Booker moved the Board of Supervisors approve a budget transfer of \$500 from BOS Contingency to the FY18 Fluvanna Arts Council allocation to cover the \$500 reduction of Arts Grant Funding. Mr. O'Brien gave second and the motion passed 3-2. AYE: Sheridan, Booker, O'Brien. NAY: Eager & Weaver. ABSENT: None.

Temporary Intern Position for Commonwealth's Attorney's Office-- Jeffrey W. Haislip, Commonwealth's Attorney, brought a request to approve a temporary intern position.

With no discussion,

MOTION

Mrs. Eager moved the Board of Supervisors approve the temporary intern position for Commonwealth's Attorney's Office with funding from the Drug Forfeiture Account not to exceed \$2,000. Mrs. Booker seconded and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Public Works Position Changes – Wayne Stephens, Public Works Director / County Engineer, presented a proposal to initiate a change in staff positions and descriptions within Public Works. As Mr. Stephens explained, there are three Public Works vacancies to fill resulting from promotions and retirements. This revision to staff positions presents an efficient way to utilize staff skills while providing incentive for staff development & advancement within the Facilities Division. Certain Position Descriptions have been revised, combined and/or updated to reflect current duty requirements, incorporate needed skills, encourage the pursuit of training & licensure, and to ensure better service to taxpayers, residents, and the business community.

MOTION

Mrs. Eager moved to approve the following Position Descriptions changes:

OLD - Facility Maintenance Specialist, Pay Band 12, \$34,736

NEW - Facility Maintenance Technician, Pay Band 10, \$31,200

OLD - Maintenance Worker, Pay Band 07, \$25,584

NEW - Grounds Maintenance Technician, Pay Band 10, \$31,200

Board of Supervisors Minutes

OLD - Maintenance Worker, Pay Band 07, \$25,584

NEW – Grounds Maintenance Worker 2, Pay Band 08, \$26,208

OLD - Maintenance Worker, Pay Band 07, \$25,584

NEW – Grounds Maintenance Worker 1, Pay Band 07, \$25,584

With funding to be within the existing FY17 Public Works personnel budget. Mrs. Booker gave second and the motion passed 5-0. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

Raymond James Contract Addendum for Bidding Agent Services - Eric Dahl, DCA/Director of Finance, returned to the Board with a request to approve a contract addendum between Fluvanna County and Raymond James Public Finance Investment Strategies Group.

After wide-ranging discussion, the Board tabled the issue.

PRESENTATIONS

None.

CONSENT AGENDA

The following items were discussed before approval:

Accounts Payable Report, April 2017—Eric Dahl, Finance Director and Deputy County Administrator

The following items were approved under the Consent Agenda for June 7, 2017:

Minutes of May 3, 2017—Kelly Belanger Harris, Clerk to the Board

Minutes of May 17, 2017—Kelly Belanger Harris, Clerk to the Board

CRMF - FCPS Floor Scrubbers—Ed Breslauer, FCPS Finance Director

CRMF - FCPS Middle School Painting—Ed Breslauer, FCPS Finance Director

FY17 FCPS Families Learning Together Supplemental Appropriation—Ed Breslauer, FCPS Finance Director

FY17 FCPS Title VIB Supplemental Appropriation—Ed Breslauer, FCPS Finance Director

Temporary Staff Stipend for Additional Duties (Twisdale) - Eric Dahl, DCA/Director of Finance

Accounts Payable Report, April 2017—Eric Dahl, Finance Director and Deputy County Administrator

MOTION

Mr. Weaver moved to approve the items on the Consent Agenda for June 7, 2017, as presented, and Ratified Accounts Payable and Payroll for April 2017 in the amount of \$2,985,973.59. Mrs. Booker seconded and the motion passed 4-0. AYE: Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: Sheridan.

UNFINISHED BUSINESS

VRA Financing Review for ZXR Water/Sewer Project – Eric Dahl, DCA /Finance Director, presented an update on Zion Crossroads Water/Sewer Project Financing.

Mr. Dahl reported the following:

- May 1st: VRA Summer Pool Application Submitted
 - Total request: \$8.5 Million
 - Amount can still be adjusted
- June 1: County's Loan Request Approved by VRA
- June 7: Update on Amount/Term Options
- June 21: Adopt Resolution for Maximum Amount/Term/Rate
- Debt would be issued in August 2017
- Interest only for FY18
- First full payment due in FY19 (Oct 2018)
- Current Cash Set-Aside: \$4 Million
- Current Project Cost Estimate: \$10.2 Million

Following discussion regarding length of repayment terms, the Board directed staff to prepare documents for the June 21, 2017, meeting on the Zion Crossroads Water and Sewer Project financing in the amount of \$8.5M for 20 years at an interest rate not to exceed 4.00%.

NEW BUSINESS

Mr. Weaver inquired about utilizing inmates from CVRJ; Sheriff Hess indicated that he would investigate and return to the Board with an answer regarding frequency and potential for more days of work.

Mrs. Booker commented on positive changes at Papa Jim's Ice Cream shop.

PUBLIC COMMENTS #2

At 5:39pm Chair Sheridan opened the second round of Public Comments.

With no one else wishing to speak, Chair Sheridan closed the second round of Public Comments at 5:39pm.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING

Board of Supervisors Minutes

At 5:39pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.3, A.5, & A.6 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Real Estate, Prospective Industry, and Investment of Funds. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, Booker, Eager, O'Brien, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 8:28pm, Mr. O'Brien moved that the 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." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, and Weaver. NAYS: None. ABSENT: None.

MOTION TO EXTEND

Mr. O'Brien moved to extend the meeting until 9:00pm. On a second from Mrs. Booker, the motion passed unanimously. AYE: Sheridan, Booker, Eager, O'Brien, & Weaver. NAY: None. ABSENT: None.

OLD BUSINESS

Mr. Jason Smith gave an update on the proposed sale of the Cunningham and Columbia Elementary Schools.

ADJOURN

MOTION:

At 8:33pm Mr. O'Brien moved to adjourn the regular meeting of Wednesday, Date. Mrs. Booker seconded and the motion carried with a vote of 5-0. AYES: Sheridan, Booker, Eager, O'Brien, & Weaver. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair



Capital Reserve Maintenance Fund Request

TAB D

MOTION: I move that the Board of Supervisors approve a Capital Reserve Maintenance Fund Request in the amount of \$11,300.00 for the purpose(s) of:
work at Central Elementary School required to complete the CIP HVAC project but not funded in the project.

Section 1 - REQUEST

Requesting Department/Agency Fluvanna County Public Schools	Dept/Agency Contact Edward Breslauer	Date of Request 06/07/2017
Phone (434) 589-8208	Fax (434) 589-7256	Fiscal Year FY17

Reserve Fund Purpose Category: **Unexpected facility repairs or replacements**

Description of Project/Repair	Qty	Unit Price	Total Price
Asbestos removal	1	\$6,300.00	\$6,300.00
Heating oil removal from tanks taken out of service.	1	\$1,500.00	\$1,500.00
Vacuumping, cleaning, and certification of out of service heating oil tanks	1	\$3,500.00	\$3,500.00
			\$0.00

Total Request: **\$11,300.00**

Description and justification for proposed use.

There are two tasks required in support of the CIP HVAC project at Central Elementary School. First involved removal of asbestos tile located under heating units. The second task is the removal/re-distribution of heating oil from the two storage tanks, required removal of sludge/tank cleaning, and certification of being cleaned. Funds to accomplish these tasks are not included in the CIP HVAC project, which is part of the Trane energy contract.

Department/Agency Head Name Fluvanna County Public Schools/Winkler	Signature Edward Breslauer <small>Digitally signed by Edward Breslauer DN: cn=Edward Breslauer, o=Fluvanna County Public Schools, ou=Finance Department Director, email=breslauer@apps.flucc.org, c=US Date: 2017.06.07 10:48:29 -0400</small>	Date 06/07/2017
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Section 2 - REVIEW

Recommended?	County Finance Director	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 Digitally signed by Eric Dahl Date: 2017.06.07 13:14:48 -04'00'	06/07/2017
Recommended?	County Administrator	Date
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	 Digitally signed by Steven M. Nichols Date: 2017.06.07 11:47:05 -04'00'	06/07/2017

Section 3 - BOARD OF SUPERVISORS

Approved?	Decision Date	Comments
<input type="checkbox"/> Yes <input type="checkbox"/> No		

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

TAB E

MEETING DATE:	June 21, 2017																																					
AGENDA TITLE:	FY17 Department of Social Services Share of the Cost Allocation Funds																																					
MOTION(s):	I move the Board of Supervisors approve a supplemental appropriation to the FY17 General Fund in the amount of \$698.65 to reflect the annual cost allocation payment to Social Services Special Welfare Fund.																																					
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):																																			
		X																																				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other																																	
				X																																		
STAFF CONTACT(S):	Martin Brookhart, Management Analyst Kim Mabe, Social Services Director																																					
PRESENTER(S):	Martin Brookhart, Management Analyst																																					
RECOMMENDATION:	I recommend approval of the motion as stated above.																																					
TIMING:	Effective Immediately																																					
DISCUSSION:	<ul style="list-style-type: none"> • Annually the County has a Cost Allocation Plan (CAP) prepared for the purpose of accounting for the indirect overhead costs the County incurs for the Department of Social Services. • The CAP allows a locality to receive some federal reimbursement for a portion of allowable costs that benefit programs administered by the local Department of Social Services. • In March 1997, the Board of Supervisors agreed to share the CAP funds in the percentage of 33 1/3% with the Department of Social Services to be deposited into the Special Welfare fund. • The table below represents the CAP funds received and the 33 1/3% share given to the Department of Social Services: <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>FY</th> <th>CAP Funds Received</th> <th>33 1/3% Share to DSS</th> </tr> </thead> <tbody> <tr><td>2008</td><td>\$61,158</td><td>\$20,390</td></tr> <tr><td>2009</td><td>\$69,074</td><td>\$23,029</td></tr> <tr><td>2010</td><td>\$73,679</td><td>\$24,564</td></tr> <tr><td>2011</td><td>\$58,147</td><td>\$19,384</td></tr> <tr><td>2012</td><td>\$72,443</td><td>\$24,145</td></tr> <tr><td>2013</td><td>\$56,362</td><td>\$18,787</td></tr> <tr><td>2014</td><td>\$55,764</td><td>\$18,588</td></tr> <tr><td>2015</td><td>\$78,596</td><td>\$26,198</td></tr> <tr><td>2016</td><td>\$90,297</td><td>\$30,099</td></tr> <tr><td>2017</td><td>\$86,096</td><td>\$25,699</td></tr> </tbody> </table> <ul style="list-style-type: none"> • For the FY17 budget, the County estimated a payment amount of \$25,000. This appropriation is requested to cover the remaining \$698.65. 					FY	CAP Funds Received	33 1/3% Share to DSS	2008	\$61,158	\$20,390	2009	\$69,074	\$23,029	2010	\$73,679	\$24,564	2011	\$58,147	\$19,384	2012	\$72,443	\$24,145	2013	\$56,362	\$18,787	2014	\$55,764	\$18,588	2015	\$78,596	\$26,198	2016	\$90,297	\$30,099	2017	\$86,096	\$25,699
FY	CAP Funds Received	33 1/3% Share to DSS																																				
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2016	\$90,297	\$30,099																																				
2017	\$86,096	\$25,699																																				
FISCAL IMPACT:	A budget supplement as requested by the Department of Social Services would increase the FY17 General Fund revenues and expenditures by \$698.65.																																					
POLICY IMPACT:	N/A																																					
LEGISLATIVE HISTORY:	The Board of Supervisors adopted a "Resolution – Distribution of Cost Allocation Funds" on March 5, 1997.																																					
ENCLOSURES:	1. Resolution – Distribution of Cost Allocation Funds 2. Reimbursement Notice from Kim Mabe, Social Services Director																																					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other																																	
		X																																				

Resolution
Distribution of Cost Allocation Funds

Whereas, the Social Services Board has requested the Board of Supervisors consider the distribution of a percent of the cost allocation funds for use by the Social Services Board in the Special Welfare fund; and

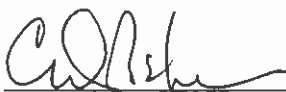
Whereas, the funds are to be used for special issues which the Social Services Board has the need for certain discretionary funds; and

Whereas, the cost allocation funds are federal and state reimbursement for costs of government to support the Social Services Board and are periodically received by the County General Fund.

Now, therefore be it resolved by the Board of Supervisors of Fluvanna County that 33 1/3% of the funds received for cost allocation reimbursement be distributed to the Department of Social Services for deposit with the Treasurer into the Special Welfare fund.

Further be it resolved that effective July 1, 1997 the Social Services Board shall budget within its administration funds the cost of monthly payment for Social Services Board members.

adopted this 5th day of March 1997



Clerk Board of Supervisors

c: Director of Social Services
Treasurer
Director of Finance



Department of Social Services

Carysbrook Complex
P. O. Box 98
Fork Union, VA 23055
(434) 842-8221
Fax (434) 842-2776

TO: Steven Nichols, County Administrator
✓ Eric Dahl, Deputy County Administrator/Finance Director
FROM: Kim Mabe, Director *KM*
SUBJECT: Cost Allocation Reimbursement
DATE: May 30, 2017

On April's reimbursement from the State, you will notice that Fluvanna received \$86,095.95 in cost allocation funding from the feds. Per our agreement in 1997 with the Board of Supervisors, the Fluvanna County Social Services Board is to receive 1/3 of the total reimbursement or \$25,698.65.

Please give me a call if you have any questions. Thank you for your assistance in this and all matters relating to the Social Services Department.

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

TAB F

MEETING DATE:	June 21, 2017				
AGENDA TITLE:	Staff Performance Bonus – Treasurer’s Office				
MOTION(s):	<p>I move to approve the following one-time staff performance bonuses for:</p> <ul style="list-style-type: none"> · Chief Deputy Treasurer Erin Lenherr \$750.00 · Deputy Treasurer III Victoria Melton \$500.00 <p>With the \$1,250.00 plus benefit costs to come from the FY17 Treasurer’s Personnel Budget vacancy savings.</p>				
STRATEGIC INITIATIVE?	Yes	No	If yes, list initiative(s):		
		XX			
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Linda H. Lenherr, Treasurer, Steve Nichols, County Administrator				
PRESENTER(S):	Linda H. Lenherr, Treasurer				
RECOMMENDATION:	I recommend approval of the motion as stated above				
TIMING:	Effective in pay check for June 30, 2017				
DISCUSSION:	<p>Due to short staffing of my office at the last minute with one employee out on FMLA and two other staff leaving for other jobs, Erin Lenherr and Victoria Melton had to cover all four stations during June 5th tax time.</p> <p>This required them to work on Saturdays and Sundays to keep up with the mail, mortgage processing and tax payers coming into the office. June 5th was an extremely busy date with lines of people out the door from 7:45 AM to 7:00 PM.</p> <p>Due to the hard work and dedication of these two employees, money was collected and deposited immediately. These two employees worked over and beyond their duties to serve the tax payers of Fluvanna County. I would like to have these individuals rewarded for their hard work, long hours and dedication. During this time these individuals were able to keep their smiles and were always helpful to every tax payer.</p>				
FISCAL IMPACT:	Funding available in the FY17 Treasurer’s Personnel budget.				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				

ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
		XX		XX	

MEMORANDUM**TAB G**

Date: June 21, 2017
From: Finance Department
To: Board of Supervisors
Subject: **Accounts Payable Report for May 2017**

1. Staff recommends that the Board of Supervisors ratify the expenditures in the attached report and summarized below.

CATEGORY	AMOUNT
General	\$494,204.72
Capital Improvements	\$328,576.49
Debt Service	\$0.00
Sewer	\$4,848.18
Fork Union Sanitary District	\$6,702.42
TOTAL AP EXPENDITURES	\$834,331.81
Payroll	\$750,090.09
TOTAL	\$1,584,421.90

MOTION

I move the Accounts Payable and Payroll be ratified for **May 2017** in the amount of **\$1,584,421.90**.

Encl:
AP Report

	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 5/1/2017						
2	Accounts Payable List		To Date: 5/31/2017						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
7	Fund # - 100 GENERAL FUND								
8	REAL ESTATE TAXES								
9	STANTON, JOHN, BARBARA & TRACEY	R E 2016 - 1ST	RE 2016 52-A-96 - VET RELIEF	51519	5/2/2017	5/4/2017	42.67		
10	STANTON, JOHN, BARBARA & TRACEY	R E 2016 - 2ND	RE 2016 52-A-96 - VET RELIEF	51519	5/2/2017	5/4/2017	42.69		
11	STRATTON, MARSHA WALTON	R E 2017 - 1ST	RE 2017 17-A-35	51750	5/9/2017	5/12/2017	27.32		
12	URRY, GERTRUDE & ROBERT LYNN	R E 2016 - 1ST	RE 2016 18A-2-221	51518	5/2/2017	5/4/2017	18.03		
13								Total:	\$130.71
14									
15	PERSONAL PROPERTY TAXES								
16	POORE, THOMAS EARL	P P 2016 - 1ST	PP 2016 209171 - 4S3BK4356V7307513	51521	5/2/2017	5/4/2017	17.82		
17	POORE, THOMAS EARL	P P 2016 - 2ND	PP 2016 209171 - 4S3BK4356V7307513	51521	5/2/2017	5/4/2017	17.82		
18	REAL ESTATE III INC	P P 2015 - 1ST	PP 2015 214172 2015 BPP PAID IN ERROR	51520	5/2/2017	5/4/2017	95.27		
19	WHITE, PEYTON LOVING	P P 2016 - 1ST	PP 2016 213009 WP0CA2982XU623119	51522	5/2/2017	5/4/2017	68.47		
20	WHITE, PEYTON LOVING	P P 2016 - 2ND	PP 2016 213009 WP0CA2982XU623119	51522	5/2/2017	5/4/2017	68.47		
21								Total:	\$267.85
22									
23	OTHER LOCAL TAXES								
24	ALDRIDGE, TONI DENBY	ADMIN FEE VEHICLE LICENSE	PP 2017 197937	51751	5/9/2017	5/12/2017	132.00		
25	BAKER, EUGENE JOHNSON	ADMIN FEE VEHICLE LICENSE	PP 2017 198407	51752	5/9/2017	5/12/2017	151.62		
26	COOGAN, JOHN	ADMIN FEE VEHICLE LICENSE	PP 2017 6245	51753	5/9/2017	5/12/2017	41.83		
27	POORE, THOMAS EARL	ADMIN FEE VEHICLE LICENSE	PP 2016 209171 - 4S3BK4356V7307513	51521	5/2/2017	5/4/2017	33.00		
28	WHITE, PEYTON LOVING	ADMIN FEE VEHICLE LICENSE	PP 2016 213009 WP0CA2982XU623119	51522	5/2/2017	5/4/2017	33.00		
29								Total:	\$391.45
30									
31	PERMITS/FEES/LICENSES								
32	ROGER STEVENS	BUILDING PERMITS	SIGN DEPOSIT REFUND	042717	5/2/2017	5/4/2017	90.00		
33								Total:	\$90.00
34									
35	CHARGES FOR SERVICES								
36	CARLY DOBMEIER	RECREATION PROGRAM	REFUND FOR DOG CLASS	051117	5/11/2017	5/26/2017	86.25		
37	KEVIN POWELL	RECREATION PROGRAM	RENTAL OVERPAYMENT	050117	5/22/2017	5/26/2017	100.00		
38								Total:	\$186.25
39									
40	BOARD OF SUPERVISORS								
41	BANK OF AMERICA	ADVERTISING	P-CARD	043017	4/30/2017	5/12/2017	149.95		
42	BANK OF AMERICA	OTHER OPERATING	P-CARD	043017	4/30/2017	5/12/2017	8.62		
43	BANK OF AMERICA	OTHER OPERATING	P-CARD	043017	4/30/2017	5/12/2017	21.46		
44	BANK OF AMERICA	OTHER OPERATING	P-CARD	043017	4/30/2017	5/12/2017	57.46		



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1	County of Fluvanna Accounts Payable List															
2									From Date: 5/1/2017 To Date: 5/31/2017							
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount									
45	E.W. THOMAS	OTHER OPERATING	BOS DINNER	020117	5/16/2017	5/26/2017	101.15									
46	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F18-18	5/3/2017	5/12/2017	143.12									
47	MATTHEW BENDER & CO INC	BOOKS/PUBLICATIONS	SESSION SUMMARY	9273247X	5/1/2017	5/12/2017	101.43									
48	MOZELL H. BOOKER	MILEAGE ALLOWANCES	MILEAGE	051817	5/18/2017	5/26/2017	388.41									
49	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	9.66									
50	VEPGA	DUES OR ASSOCIATION	ASSESSMENT	043446	5/9/2017	5/26/2017	161.00									
51	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	227.81									
52						Total:	\$1,370.07									
53																
54	COUNTY ADMINISTRATOR															
55	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	043017	4/30/2017	5/12/2017	184.17									
56	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	14.94									
57	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	9.86									
58	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16407175 042517	4/25/2017	5/4/2017	88.15									
59	FLUVANNA REVIEW	ADVERTISING	PADE AD	2017F19-10	5/16/2017	5/26/2017	157.50									
60	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	35.00									
61	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	135.69									
62	STEVEN NICHOLS	MILEAGE ALLOWANCES	MILEAGE	050317	5/3/2017	5/12/2017	67.41									
63	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	49.56									
64	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	STAPLER FINISHER	20579546	5/1/2017	5/12/2017	47.59									
65						Total:	\$789.87									
66																
67	COUNTY ATTORNEY															
68	PAYNE & HODOUS, LLP.	PROFESSIONAL SERVICES	LEGAL FEES	123447 123437	5/2/2017	5/12/2017	19,747.49									
69						Total:	\$19,747.49									
70																
71	COMMISSIONER OF THE REVENUE															
72	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	(\$46.29)									
73	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	704.00									
74	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	919.71									
75	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	16.44									
76	DS SERVICES OF AMERICA, INC	OFFICE SUPPLIES	SPRING WATER	16382147 042517	4/25/2017	5/4/2017	24.32									
77	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	17.81									
78	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	15.00									
79	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	ACCT 48002653	042617	5/2/2017	5/4/2017	2,000.00									
80	STONEWALL TECHNOLOGIES	PROFESSIONAL SERVICES	VAMANET MEMBERSHIP FEE	8806	5/2/2017	5/4/2017	300.00									
81	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	10.67									
82	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95									


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1	County of Fluvanna		From Date: 5/1/2017					
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
83							Total:	\$4,011.61
84								
85	TREASURER							
86	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	104.00	
87	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	395.88	
88	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	461.78	
89	BMS DIRECT	PRINTING AND BINDING	POSTAGE	114478	4/30/2017	5/26/2017	1,667.10	
90	BMS DIRECT	PRINTING AND BINDING	POSTAGE	114479	4/30/2017	5/26/2017	3,087.87	
91	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1784-2017	4/20/2017	5/4/2017	150.00	
92	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1787-2017	4/22/2017	5/4/2017	200.00	
93	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1782-2017	4/19/2017	5/4/2017	350.00	
94	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1777-2017	4/17/2017	5/4/2017	400.00	
95	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1779-2017	4/18/2017	5/4/2017	450.00	
96	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1802-2017	5/1/2017	5/26/2017	100.00	
97	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1791-2017	4/25/2017	5/26/2017	125.00	
98	BUSINESS DATA OF VA, INC.	PROFESSIONAL SERVICES	CONSULTING	1788-2017	4/24/2017	5/26/2017	150.00	
99	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	19.73	
100	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16373913 042517	4/25/2017	5/4/2017	34.55	
101	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	35.00	
102	PITNEY BOWES	LEASE/RENT	LEASE CHARGES	3303472251	4/28/2017	5/26/2017	2,120.67	
103	QUILL	OFFICE SUPPLIES	SUPPLIES	6367207	5/2/2017	5/4/2017	23.97	
104	STAPLES CONTRACT & COMMERCIAL,	FURNITURE & FIXTURES	SUPPLIES	8044273122	4/29/2017	5/26/2017	177.81	
105	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	97.16	
106	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	6.64	
107	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95	
108	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20579547	5/1/2017	5/26/2017	131.38	
109							Total:	\$10,338.49
110								
111	INFORMATION TECHNOLOGY							
112	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	14.99	
113	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	19.99	
114	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	40.00	
115	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	115.00	
116	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	156.00	
117	BANK OF AMERICA	ADP SERVICES	P-CARD	043017	4/30/2017	5/12/2017	467.00	
118	BANK OF AMERICA	ADP SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	49.94	
119	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	043017	4/30/2017	5/12/2017	7.50	
120	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	043017	4/30/2017	5/12/2017	55.39	





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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
121	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	043017	4/30/2017	5/12/2017	136.62	
122	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	043017	4/30/2017	5/12/2017	207.43	
123	BANK OF AMERICA	EDP EQUIPMENT	P-CARD	043017	4/30/2017	5/12/2017	303.11	
124	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	10.80	
125	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	13.94	
126	BANK OF AMERICA	FURNITURE & FIXTURES	P-CARD	043017	4/30/2017	5/12/2017	19.51	
127	CDW GOVERNMENT, INC.	ADP SERVICES	SOFTWARE	HSB8439	5/3/2017	5/12/2017	1,015.00	
128	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	6.58	
129	CITRIX SYSTEMS INC	ADP SERVICES	SHAREFILE	8800001301	3/8/2017	5/26/2017	11.40	
130	SHI	ADP SERVICES	SOFTWARE	B06468664	5/2/2017	5/4/2017	2,043.22	
131	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	38.09	
132	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	2,777.90	
133	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	220.31	
134						Total:	\$7,729.72	
135								
136	FINANCE							
137	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	16.44	
138	MARTIN BROOKHART	CONVENTION AND	PARKING REIMBURSEMENT	042517	5/2/2017	5/4/2017	6.00	
139	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	309.95	
140	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	(\$239.85)	
141	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	50.46	
142	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	95.94	
143	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	12.48	
144	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20684165	5/1/2017	5/26/2017	169.45	
145						Total:	\$420.87	
146								
147	REGISTRAR/ELECTORAL BOARD							
148	AUTOMATED OFFICE SYSTEMS	LEASE/RENT	COLOR PRINTER	076459	4/28/2017	5/4/2017	155.00	
149	BANK OF AMERICA	POSTAL SERVICES	P-CARD	043017	4/30/2017	5/12/2017	4.36	
150	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16384889 042517	4/16/2017	5/4/2017	24.53	
151	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	72.48	
152	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	2.39	
153	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95	
154						Total:	\$308.71	
155								
156	HUMAN RESOURCES							
157	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	345.00	
158	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	3.29	

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1	County of Fluvanna		From Date: 5/1/2017					
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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
159	E.W. THOMAS	EMPLOYEE RECOGNITION	WELLNESS FAIR	051017	5/10/2017	5/26/2017	494.02	
160	FLUVANNA REVIEW	RECRUITMENT	PADE AD	2017F20-7	5/16/2017	5/26/2017	189.00	
161	PIERCE GROUP BENEFITS	PROFESSIONAL SERVICES	BROKER FEE	11FLUVANNA	5/2/2017	5/12/2017	1,242.00	
162	SKILLPATH SEMINARS	CONVENTION AND	WEBINAR FEE	11495522	5/2/2017	5/4/2017	149.00	
163	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	PRINTER	20540785	4/25/2017	5/4/2017	44.80	
164						Total:	\$2,467.11	
165								
166	GENERAL DISTRICT COURT							
167	CENTURYLINK	TELECOMMUNICATIONS	DISTRICT COURT	309871364 041617	4/16/2017	5/12/2017	230.11	
168	DS SERVICES OF AMERICA, INC	MAINTENANCE CONTRACTS	SPRING WATER	16407112 042517	4/25/2017	5/4/2017	19.50	
169	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	15.00	
170	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	13.97	
171	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	COPIER	20552082	4/25/2017	5/4/2017	165.68	
172						Total:	\$444.26	
173								
174	COURT SERVICE UNIT							
175	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	13.15	
176	DENNIS CRONIN	MILEAGE ALLOWANCES	MILEAGE	051717	4/26/2017	5/26/2017	33.17	
177	DONNA L. COLE	CONVENTION AND	REIMBURSEMENT/MEAL	042617	4/28/2017	5/12/2017	19.66	
178	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	16.93	
179						Total:	\$82.91	
180								
181	CLERK OF THE CIRCUIT COURT							
182	CASKIE GRAPHICS, INC.	PRINTING AND BINDING	SUPPLIES	32715	4/19/2017	5/12/2017	377.05	
183	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	26.30	
184	DS SERVICES OF AMERICA, INC	OFFICE SUPPLIES	SPRING WATER	16385707 042517	4/25/2017	5/4/2017	64.40	
185	FLUVANNA CO CIRCUIT COURT	CONTRACT SERVICES	BANK SERVICE FEES	042117	5/3/2017	5/12/2017	63.56	
186	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	15.00	
187	LOGAN SYSTEMS, INC.	PROFESSIONAL SERVICES	CONTRACT	49567	5/15/2017	5/26/2017	2,541.67	
188	PITNEY BOWES	LEASE/RENT	LEASING CHARGES	3303487303	5/2/2017	5/12/2017	150.00	
189	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	18.00	
190	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	35.99	
191	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	93.34	
192	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	15.02	
193	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20648967	5/15/2017	5/26/2017	198.93	
194	VIRGINIA COURT CLERKS'	DUES OR ASSOCIATION	ANNUAL DUES	051917	5/19/2017	5/26/2017	495.00	
195						Total:	\$4,094.26	
196								




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197	CIRCUIT COURT JUDGE								
198	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	20.83		
199	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	9.86		
200	CHARLOTTESVILLE OFFICE MACHINE	OFFICE SUPPLIES	SUPPLIES	671908	5/10/2017	5/26/2017	32.00		
201	THE LIBRARY OF VIRGINIA	FURNITURE & FIXTURES	SUPPLIES	1023410	5/2/2017	5/4/2017	269.22		
202	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	1.21		
203							Total:	\$333.12	
204									
205	COMMONWEALTH ATTY								
206	BANK OF AMERICA	BOOKS/PUBLICATIONS	P-CARD	043017	4/30/2017	5/12/2017	369.00		
207	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	76.00		
208	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	16.44		
209	CERTIFIED LANGUAGES	OTHER OPERATING	BROCHURE TRANSLATION	TRAN050917T	5/10/2017	5/26/2017	318.12		
210	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16371533 052317	5/23/2017	5/26/2017	10.00		
211	JEFF HAISLIP	CONVENTION AND	MILEAGE	050317	5/3/2017	5/4/2017	68.69		
212	JEFF HAISLIP	CONVENTION AND	MILEAGE	051817	5/18/2017	5/26/2017	142.31		
213	MATTHEW BENDER & CO INC	MAINTENANCE CONTRACTS	SUBSCRIPTION	3090952329	5/2/2017	5/4/2017	130.00		
214	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	7.20		
215	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	22.70		
216	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	8.05		
217	VACA	CONVENTION AND	VACA 78TH ANNUAL SUMMER	109309	4/25/2017	5/4/2017	300.00		
218	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95		
219	VIRGINIA BUSINESS SYSTEMS	MAINTENANCE CONTRACTS	METER	2410765	5/11/2017	5/26/2017	478.23		
220							Total:	\$1,996.69	
221									
222	SHERIFF								
223	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	BRAKE FLUID	7306711660298	4/26/2017	5/4/2017	3.03		
224	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306712247547	5/2/2017	5/4/2017	60.71		
225	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR SUPPLIES	7306711560265	5/2/2017	5/4/2017	218.29		
226	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR PARTS	7306712657638	5/6/2017	5/12/2017	7.69		
227	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR PARTS	7306712960726	5/9/2017	5/12/2017	35.98		
228	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR PARTS	7306712860718	5/9/2017	5/12/2017	185.13		
229	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	CAR PARTS	7306712860717	5/9/2017	5/12/2017	192.48		
230	ADVANCE AUTO PARTS	VEHICLE/POWER EQUIP	AUTO PARTS	7306713658235	5/16/2017	5/26/2017	7.69		
231	ALBEMARLE LOCK & SAFE, INC.	OFFICE SUPPLIES	SUPPLIES	65696	5/5/2017	5/12/2017	10.00		
232	AT&T 286-3642	TELECOMMUNICATIONS	LONG DISTANCE	050617	5/6/2017	5/26/2017	67.29		
233	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	100.00		
234	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	25.20		

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235	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	53.58	
236	BANK OF AMERICA	OFFICE SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	89.00	
237	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	22.45	
238	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	23.21	
239	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	23.87	
240	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	31.80	
241	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	31.97	
242	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	36.50	
243	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	317.22	
244	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	332.52	
245	BANK OF AMERICA	UNIFORM/WEARING	P-CARD	043017	4/30/2017	5/12/2017	449.95	
246	BANK OF AMERICA	VEHICLE FUEL	P-CARD	043017	4/30/2017	5/12/2017	29.11	
247	BANK OF AMERICA	VEHICLE FUEL	P-CARD	043017	4/30/2017	5/12/2017	31.16	
248	BANK OF AMERICA	VEHICLE FUEL	P-CARD	043017	4/30/2017	5/12/2017	32.00	
249	BROWN HONDA-DODGE	VEHICLE/POWER EQUIP	MAINTENANCE	69315	2/17/2017	5/12/2017	137.91	
250	BROWN HONDA-DODGE	VEHICLES REP & MAINT	CAR MAINTENANCE	435327	5/1/2017	5/12/2017	378.19	
251	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	REPAIR	051217	5/12/2017	5/26/2017	15.00	
252	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	MOUNT AND BALANCE	051717	5/17/2017	5/26/2017	22.00	
253	CENTRAL BATTERY SPECIALIST	VEHICLE/POWER EQUIP	CAR SUPPLIES	31064	5/4/2017	5/26/2017	270.57	
254	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	26.30	
255	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	310191749 041617	4/16/2017	5/4/2017	966.43	
256	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF DEPT	309903768 050717	5/7/2017	5/26/2017	150.36	
257	CENTURYLINK	TELECOMMUNICATIONS	SHERIFF OFFICE	309797542 051617	5/16/2017	5/26/2017	159.79	
258	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	CERTIFICATION	112112	4/27/2017	5/4/2017	24.00	
259	CLEAR COMMUNICATIONS AND	VEHICLES REP & MAINT	POLICE SUPPLIES	112191	5/5/2017	5/12/2017	460.17	
260	COMSONICS INC	MAINTENANCE CONTRACTS	CAR RADAR	802124	5/11/2017	5/26/2017	78.00	
261	COMSONICS INC	MAINTENANCE CONTRACTS	PRO LASER	802123	5/11/2017	5/26/2017	158.00	
262	DEPT OF VA STATE POLICE	PROFESSIONAL SERVICES	FINGERPRINTING	A1980 0317	3/31/2017	5/12/2017	25.00	
263	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16389548 042517	4/25/2017	5/4/2017	135.65	
264	EAST COAST EMERGENCY VEHICLES	VEHICLE/POWER EQUIP	CAR PART	9180	5/4/2017	5/12/2017	587.23	
265	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	CAR PARTS	015-313092	5/3/2017	5/12/2017	108.71	
266	FISHER AUTO PARTS, INC.	VEHICLE/POWER EQUIP	BRAKE PADS	015-313646	5/15/2017	5/26/2017	72.96	
267	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	SUPPLIES	60079	5/3/2017	5/12/2017	22.99	
268	FLUVANNA ACE HARDWARE	POLICE SUPPLIES	CAR SUPPLIES	60326	5/18/2017	5/26/2017	6.77	
269	FLUVANNA ACE HARDWARE	VEHICLE/POWER EQUIP	CAR SUPPLIES	60282	5/18/2017	5/26/2017	6.99	
270	FLUVANNA ACE HARDWARE	VEHICLE/POWER EQUIP	CAR SUPPLIES	60360	5/20/2017	5/26/2017	10.76	
271	FLUVANNA ACE HARDWARE	VEHICLE/POWER EQUIP	CAR SUPPLIES	60358	5/20/2017	5/26/2017	29.99	
272	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	007357919	4/14/2017	5/4/2017	35.78	

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273	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	007453900	4/29/2017	5/12/2017	86.00		
274	GALLS, LLC.	POLICE SUPPLIES	UNIFORM	007434414	4/29/2017	5/12/2017	196.00		
275	GALLS, LLC.	UNIFORM/WEARING	SUPPLIES	007400215	4/21/2017	5/4/2017	65.72		
276	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	007406691	4/21/2017	5/4/2017	119.23		
277	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	007446734	4/29/2017	5/12/2017	40.27		
278	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	007470431	5/3/2017	5/26/2017	83.25		
279	GALLS, LLC.	UNIFORM/WEARING	UNIFORM	007487299	5/5/2017	5/26/2017	104.00		
280	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	3,482.31		
281	KODIAK, LLC.	LEASE/RENT	SHRED	62473	5/24/2017	5/26/2017	35.00		
282	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/305374	5/2/2017	5/4/2017	447.40		
283	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/309152	5/17/2017	5/26/2017	17.52		
284	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001785	5/2/2017	5/4/2017	60.00		
285	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	STATE INSPECTION	1001787	5/12/2017	5/26/2017	16.00		
286	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001786	5/9/2017	5/26/2017	74.00		
287	SHULL'S AUTOMOTIVE, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	1001788	5/9/2017	5/26/2017	150.00		
288	SOUTHERN POLICE EQUIPMENT	UNIFORM/WEARING	SUPPLIES	190505	5/12/2017	5/26/2017	17.94		
289	THOMAS RENSCH	EXTRADITION OF PRISONERS	REIMBURSEMENT	TR1 052517	5/16/2017	5/26/2017	20.73		
290	TOWN GUN SHOP, INC.	POLICE SUPPLIES	SUPPLIES	R80754	5/4/2017	5/26/2017	3,515.30		
291	UNIVERSITY OF VIRGINIA POLICE	CONTRACT SERVICES	3RD QTR FY17	050917	5/9/2017	5/26/2017	169.40		
292	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	430.02		
293	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	METER	170509-0018	5/9/2017	5/26/2017	128.51		
294	VALLEY OFFICE MACHINES, INC.	MAINTENANCE CONTRACTS	ANNUAL BILLING	170516-0002	5/9/2017	5/26/2017	160.00		
295	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	05807295	4/25/2017	5/4/2017	20.44		
296	VERIZON	TELECOMMUNICATIONS	SHERIFF OFFICE	9785370398	5/8/2017	5/26/2017	1,743.59		
297	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20579549	5/1/2017	5/12/2017	77.72		
298	VIRGINIA DEPT. OF MOTOR VEHICLES	POLICE SUPPLIES	SPECIAL ID	17118666	4/28/2017	5/12/2017	20.00		
299	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	TIRES	377136	5/1/2017	5/12/2017	987.44		
300	VIRGINIA WHOLESALE TIRE	VEHICLE/POWER EQUIP	TIRES	377119	5/1/2017	5/12/2017	1,001.43		
301	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	33728	5/1/2017	5/26/2017	17.65		
302	WEST RIVER AUTO	VEHICLES REP & MAINT	CAR SUPPLIES	33778	5/1/2017	5/26/2017	22.89		
303							Total:	\$19,617.14	
304									
305	E911								
306	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	280.00		
307	BANK OF AMERICA	DUES OR ASSOCIATION	P-CARD	043017	4/30/2017	5/12/2017	60.00		
308	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	043017	4/30/2017	5/12/2017	38.97		
309	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	043017	4/30/2017	5/12/2017	229.93		
310	BANK OF AMERICA	TELECOMMUNICATIONS	P-CARD	043017	4/30/2017	5/12/2017	35.67		


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311	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	3.29		
312	CENTURYLINK	TELECOMMUNICATIONS	E911	310214091 041917	4/19/2017	5/4/2017	960.80		
313	CENTURYLINK	TELECOMMUNICATIONS	WIRELINE BILLING	310042302 051017	5/10/2017	5/26/2017	3,167.72		
314	COMCAST CORPORATION	TELECOMMUNICATIONS	CABLE	46933 050317	5/5/2017	5/12/2017	76.83		
315	JOEL A. ZELINSKY	E911 NEW ROAD SIGNS	ADDRESS PLATE	2889	4/24/2017	5/4/2017	327.60		
316	JOEL A. ZELINSKY	E911 NEW ROAD SIGNS	SIGNS	2901A	5/3/2017	5/26/2017	4,556.90		
317	NWG SOLUTIONS, LLC.	BLDGS EQUIP REP & MAINT	HARD DRVE	40835	4/28/2017	5/26/2017	75.27		
318	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	MANAGED SERVICES	40666	5/2/2017	5/4/2017	875.00		
319	NWG SOLUTIONS, LLC.	CONTRACT SERVICES	BLOCK TIME	40892	5/17/2017	5/26/2017	2,500.00		
320	NWG SOLUTIONS, LLC.	MAINTENANCE CONTRACTS	DATTO MONTHLY SERVICE/SUPPORT	40661	5/2/2017	5/4/2017	1,103.70		
321	BRIAN DEAN	SUBSISTENCE & LODGING	MEAL REIMBURSEMENT	BD1 BD2	4/30/2017	5/12/2017	19.03		
322	PKW ENTERPRISES LLC	BLDGS EQUIP REP & MAINT	MAINTENANCE	6924	5/2/2017	5/4/2017	2,650.00		
323	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	194.43		
324	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	430.02		
325	VERIZON	TELECOMMUNICATIONS	SHERIFF OFFICE	9785370398	5/8/2017	5/26/2017	249.81		
326	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20579549	5/1/2017	5/12/2017	77.73		
327	WITMER PUBLIC SAFETY GROUP, INC	UNIFORM/WEARING	SUPPLIES	1767674.001	4/25/2017	5/4/2017	272.00		
328	WITMER PUBLIC SAFETY GROUP, INC	UNIFORM/WEARING	UNIFORMS	1767674	4/25/2017	5/4/2017	289.99		
329	WITMER PUBLIC SAFETY GROUP, INC	UNIFORM/WEARING	UNIFORM	1767674.002	5/1/2017	5/26/2017	69.00		
330								Total:	\$18,543.69
331									
332	FIRE AND RESCUE SQUAD								
333	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	91.61		
334								Total:	\$91.61
335									
336	CORRECTION AND DETENTION								
337	E.W. THOMAS	FOOD SUPPLIES	INMATE MEALS	041817	5/9/2017	5/26/2017	55.71		
338								Total:	\$55.71
339									
340	BUILDING INSPECTIONS								
341	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	130.00		
342	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	9.86		
343	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/305374	5/2/2017	5/4/2017	20.66		
344	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	10.75		
345	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	41.09		
346	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	0.31		
347	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	99.90		
348								Total:	\$312.57




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349									
350	EMERGENCY MANAGEMENT								
351	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	3.29		
352	EMS MANAGEMENT & CONSULTANTS,	CONTRACT SERVICES	NPP LETTERS MAILED	030017	3/31/2017	5/12/2017	566.47		
353	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	44.39		
354	CRYSTAL MAYO	CONTRACT SERVICES	REIMBURSEMENT/AMBULANCE	013017	1/30/2017	5/26/2017	169.67		
355	RECTOR & VISITORS OF THE	CONTRACT SERVICES	MARCH EMS COVERAGE	041417	5/1/2017	5/12/2017	50,336.88		
356	RECTOR & VISITORS OF THE	CONTRACT SERVICES	EMS COVERAGE APR17	043017	5/9/2017	5/26/2017	48,654.45		
357	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	(\$62.58)		
358	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	36.20		
359	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	54.39		
360	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	89.97		
361	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	59.95		
362								Total:	\$99,953.08
363									
364	ANIMAL CONTROL								
365	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	320.92		
366	BANK OF AMERICA	UNIFORM/WEARING	P-CARD	043017	4/30/2017	5/12/2017	21.04		
367	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	424.75		
368	TRIPP VMD LLC	CLAIMS AND BOUNTIES	ANIMAL HOSPITAL	35541	10/16/2016	5/26/2017	120.65		
369	TRIPP VMD LLC	CLAIMS AND BOUNTIES	ANIMAL HOSPITAL	37315	3/13/2017	5/26/2017	120.99		
370	TRIPP VMD LLC	CLAIMS AND BOUNTIES	ANIMAL HOSPITAL	37768	4/19/2017	5/26/2017	274.00		
371	VERIZON	TELECOMMUNICATIONS	SHERIFF OFFICE	9785370398	5/8/2017	5/26/2017	179.92		
372								Total:	\$1,462.27
373									
374	LITTER								
375	BANK OF AMERICA	OTHER OPERATING	P-CARD	043017	4/30/2017	5/12/2017	144.00		
376	CAMPBELL EQUIPMENT, INC.	OTHER OPERATING	TIRE DISPOSAL	042717	5/3/2017	5/12/2017	435.00		
377	VIRGINIA RECYCLING CORPORATION	OTHER OPERATING	TRAILERS	10227	5/1/2017	5/26/2017	2,000.00		
378								Total:	\$2,579.00
379									
380	FACILITIES								
381	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	REPAIRS	112205	4/27/2017	5/4/2017	90.00		
382	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	MAINTENANCE	112206	4/27/2017	5/4/2017	578.50		
383	AMELIA OVERHEAD DOOR	BLDGS EQUIP REP & MAINT	MAINTENANCE	11453	4/15/2017	5/12/2017	300.00		
384	ARTHURS SEPTIC SERVICE	OTHER OPERATING	MAINTENANCE	042817	5/1/2017	5/4/2017	370.00		
385	BANK OF AMERICA	BLDGS EQUIP REP & MAINT	P-CARD	043017	4/30/2017	5/12/2017	353.63		
386	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	043017	4/30/2017	5/12/2017	55.50		

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387	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	169.95	
388	BANK OF AMERICA	GENERAL MATERIALS AND	P-CARD	043017	4/30/2017	5/12/2017	204.05	
389	BANK OF AMERICA	VEHICLES REP & MAINT	P-CARD	043017	4/30/2017	5/12/2017	1,499.10	
390	BROWN MOTOR PARTS, INC.	GENERAL MATERIALS AND	CAR MAINTENANCE	81042 81089	5/1/2017	5/12/2017	57.94	
391	BUDGET ELECTRICAL & MECHANICAL,	BLDGS EQUIP REP & MAINT	MAINTENANCE	0313	4/28/2017	5/4/2017	281.21	
392	CAMPBELL EQUIPMENT, INC.	VEHICLE/POWER EQUIP	MOUNT	042417	4/18/2017	5/4/2017	12.00	
393	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR REPAIR	051617	5/16/2017	5/26/2017	84.00	
394	CAMPBELL EQUIPMENT, INC.	VEHICLES REP & MAINT	CAR MAINTENANCE	050917	5/9/2017	5/26/2017	399.96	
395	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	13.15	
396	CHARLOTTESVILLE GLASS AND	BLDGS EQUIP REP & MAINT	MAINTENANCE	F133689	5/3/2017	5/4/2017	1,735.00	
397	CII SERVICE	BLDGS EQUIP REP & MAINT	wo# 3275	41155	4/30/2017	5/12/2017	402.16	
398	CII SERVICE	BLDGS EQUIP REP & MAINT	WO#3276	41156	4/30/2017	5/12/2017	704.00	
399	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394104006	4/27/2017	5/4/2017	147.56	
400	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394105958	4/30/2017	5/12/2017	147.56	
401	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394109883	5/18/2017	5/26/2017	141.14	
402	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394107914	5/11/2017	5/26/2017	147.56	
403	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	61569	4/27/2017	5/4/2017	1,319.71	
404	COMMONWEALTH DISTRIBUTION, LLC.	JANITORIAL SUPPLIES	SUPPLIES	61694	5/5/2017	5/12/2017	645.76	
405	COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	PLEASANT GROVE PLAYGROUND	042717	4/27/2017	5/4/2017	450.00	
406	COMMUNITY INTERFACE	AGRICULTURAL SUPPLIES	PLEASANT GROVE PLAYGROUND	050917	5/5/2017	5/12/2017	450.00	
407	E.W. THOMAS	GENERAL MATERIALS AND	MISC	032917	5/1/2017	5/26/2017	48.36	
408	E.W. THOMAS	JANITORIAL SUPPLIES	MISC	032917	5/1/2017	5/26/2017	10.98	
409	ENVIROCOMPLIANCE LAB	OTHER OPERATING	TSS/WATER	R6C21015	1/5/2017	5/12/2017	20.00	
410	ENVIROCOMPLIANCE LAB	OTHER OPERATING	ECOLI	R6416839	1/5/2017	5/12/2017	90.00	
411	FLUVANNA ACE HARDWARE	GENERAL MATERIALS AND	SUPLIES	59461	5/3/2017	5/12/2017	123.96	
412	GARDENKEEPERS OF VIRGINIA, LLC.	CONTRACT SERVICES	CUNNINGHAM YARD WORK	7653	4/23/2017	5/4/2017	1,480.00	
413	GARY OSTEEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS	050217	5/2/2017	5/12/2017	187.50	
414	GARY OSTEEEN PLUMBING	BLDGS EQUIP REP & MAINT	REPAIRS/SHERIFF OFFICE	050917	5/9/2017	5/12/2017	1,141.50	
415	INBODEN ENVIRONMENTAL	OTHER OPERATING	WASTEWATER MONITORING	62126	5/9/2017	5/12/2017	100.00	
416	INBODEN ENVIRONMENTAL	OTHER OPERATING	WASTEWATER MONITORING	62128	5/9/2017	5/12/2017	100.00	
417	INBODEN ENVIRONMENTAL	OTHER OPERATING	WASTEWATER MONITORING	62256	5/18/2017	5/26/2017	150.00	
418	INBODEN ENVIRONMENTAL	OTHER OPERATING	WASTEWATER MONITORING	62258	5/18/2017	5/26/2017	227.00	
419	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	1,112.50	
420	JOEL A. ZELINSKY	BLDGS EQUIP REP & MAINT	SIGNS	2901	5/1/2017	5/12/2017	238.50	
421	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	PARTS	466315	5/1/2017	5/12/2017	678.57	
422	JONES AUTOMOTIVE/ALL STAR AUTO	OFFICE SUPPLIES	PARTS	466315	5/1/2017	5/12/2017	19.95	
423	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLE/POWER EQUIP	PARTS	466315	5/1/2017	5/12/2017	160.02	
424	JONES AUTOMOTIVE/ALL STAR AUTO	VEHICLES REP & MAINT	PARTS	466315	5/1/2017	5/12/2017	219.12	



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425	LANDSCAPE SUPPLY, INC.	AGRICULTURAL SUPPLIES	SUPPLIES	0607593-IN	5/19/2017	5/26/2017	870.93		
426	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	042517	5/1/2017	5/12/2017	713.35		
427	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	30265	5/2/2017	5/4/2017	54.02		
428	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	30126	5/2/2017	5/4/2017	652.82		
429	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0030386	5/11/2017	5/26/2017	16.00		
430	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0030404	5/12/2017	5/26/2017	16.00		
431	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0030423	5/15/2017	5/26/2017	16.00		
432	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0030449	5/15/2017	5/26/2017	16.00		
433	MAC'S SERVICE CENTER	VEHICLES REP & MAINT	CAR MAINTENANCE	0029794	4/3/2017	5/26/2017	648.18		
434	PRINCE WILLIAM COUNTY	OFFICE SUPPLIES	WELCH	1855	5/2/2017	5/4/2017	36.74		
435	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	REPAIRS	7285	5/2/2017	5/12/2017	220.00		
436	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	REPAIRS	7288	5/2/2017	5/12/2017	280.00		
437	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	LIGHT FIXTURES	7287	5/2/2017	5/12/2017	633.51		
438	RAFALY ELECTRICAL CONTRACTORS,	BLDGS EQUIP REP & MAINT	MISC JOBS	7305	5/15/2017	5/26/2017	512.56		
439	RIVANNA WATER & SEWER	OTHER OPERATING	WASTE DISPOSAL	INV10710	5/2/2017	5/12/2017	887.04		
440	T & N PRINTING	PROFESSIONAL SERVICES	DOCUMENT SCAN	268660	5/3/2017	5/12/2017	75.00		
441	THE HARBOR SALES COMPANY INC	GENERAL MATERIALS AND	SUPPLIES	2007258	5/12/2017	5/26/2017	63.41		
442	TRACTOR HILL EQUIPMENT, LLC.	VEHICLE/POWER EQUIP	SUPPLIES	050117	5/3/2017	5/12/2017	2,411.29		
443	USABLUEBOOK	OTHER OPERATING	BIO BLOCK	246666	5/1/2017	5/12/2017	934.74		
444	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	4.65		
445	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	397.05		
446	WINCHESTER EQUIPMENT COMPANY	VEHICLES REP & MAINT	SUPPLIES	P11434	4/28/2017	5/12/2017	55.50		
447							Total:	\$26,382.19	
448									
449	GENERAL SERVICES								
450	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929310552932 050417	5/4/2017	5/26/2017	20.61		
451	AQUA VIRGINIA, INC.	WATER SERVICES	213 MAIN ST	7970740556855 050417	5/4/2017	5/26/2017	20.61		
452	AQUA VIRGINIA, INC.	WATER SERVICES	181 MAIN ST	1530185550900 050417	5/4/2017	5/26/2017	22.11		
453	AQUA VIRGINIA, INC.	WATER SERVICES	197 MAIN ST	7929300552931 050417	5/4/2017	5/26/2017	50.53		
454	AQUA VIRGINIA, INC.	WATER SERVICES	132 MAIN ST	7800100540828 050417	5/4/2017	5/26/2017	128.88		
455	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	51 KENTS STORE	275907-002 050417	5/4/2017	5/12/2017	350.94		
456	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-005 042817	4/28/2017	5/12/2017	873.43		
457	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	214 COMMONS BLVD	275906-001 042817	4/28/2017	5/12/2017	1,593.68		
458	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	160 COMMONS BLVD	85473-002 042817	4/28/2017	5/12/2017	1,740.21		
459	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	479 CUNNINGHAM RD	2133-003 051717	5/17/2017	5/26/2017	28.39		
460	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-004 051717	5/17/2017	5/26/2017	28.39		
461	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	THOMAS JEFF PKWY	203061-001 051717	5/17/2017	5/26/2017	28.59		
462	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	718 THOMAS JEFF OKWY	85473-003 051717	5/17/2017	5/26/2017	29.17		

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463	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	563 WILMINGTON RD	85473-006 051717	5/17/2017	5/26/2017	90.11	
464	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	11203 W RIVER RD	85473-005 051717	5/17/2017	5/26/2017	90.92	
465	CENTRAL VA ELECTRIC COOP	ELECTRICAL SERVICES	1224 SALEM CHURCH RD	85473-007 051717	5/17/2017	5/26/2017	111.89	
466	CENTRAL VA ELECTRIC COOP	STREET LIGHTS	THOMAS JEFF PKWY	85473-001 051717	5/17/2017	5/26/2017	148.36	
467	CENTURYLINK 589-8525	TELECOMMUNICATIONS	PAYPHONE	A381675	4/25/2017	5/4/2017	50.00	
468	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309428096 041617	4/16/2017	5/4/2017	42.29	
469	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309697981 041617	4/16/2017	5/4/2017	51.17	
470	CENTURYLINK	TELECOMMUNICATIONS	CIRCUIT COURT	310338742 041617	4/16/2017	5/4/2017	52.84	
471	CENTURYLINK	TELECOMMUNICATIONS	PERFORMING ARTS	309898636 041617	4/16/2017	5/4/2017	101.14	
472	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 041617	4/16/2017	5/4/2017	179.54	
473	CENTURYLINK	TELECOMMUNICATIONS	MONTHLY CHARGES	309363296 041617	4/16/2017	5/4/2017	520.45	
474	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	663.69	
475	CENTURYLINK	TELECOMMUNICATIONS	RESQUE SQUAD	310110229 051617	5/16/2017	5/26/2017	179.00	
476	CENTURYLINK	TELECOMMUNICATIONS	PHONE BILL	309363296 051617	5/16/2017	5/26/2017	520.21	
477	CII SERVICE	MAINTENANCE CONTRACTS	CONTRACT	41235	5/14/2017	5/26/2017	3,229.00	
478	CINTAS	MAINTENANCE CONTRACTS	FIRST AID	5007863308	5/2/2017	5/26/2017	97.19	
479	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OLD STORE JAIL MUSEUM	1424085007 042617	4/26/2017	5/4/2017	15.96	
480	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	3023889169 042617	4/26/2017	5/4/2017	119.67	
481	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	4144237502 042617	4/26/2017	5/4/2017	172.44	
482	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	RESCUE BLDG	4894115007 042617	4/26/2017	5/4/2017	180.14	
483	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0084297506 042617	4/26/2017	5/4/2017	246.62	
484	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	PUMP HOUSE	4501632147 042617	4/26/2017	5/4/2017	293.92	
485	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14567 JAMES MAD HWY	1005898992 042617	4/26/2017	5/4/2017	300.56	
486	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	35 COURT SQ	1144090006 042617	4/26/2017	5/4/2017	322.99	
487	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	TREASURER OFFICE	1024205005 042617	4/26/2017	5/4/2017	472.25	
488	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5753 JAMES MAD HWY	4834680458 042717	4/27/2017	5/4/2017	541.57	
489	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	5725 JAMES MAD HWY	4331888158 042717	4/27/2017	5/4/2017	584.18	
490	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	72 MAIN ST	1404067504 042617	4/26/2017	5/4/2017	907.90	
491	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0074032509 042617	4/26/2017	5/4/2017	1,317.85	
492	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	132 MAIN ST	8895892548 042617	4/26/2017	5/4/2017	2,792.60	
493	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BUS GARAGE/ 8838 JAMES MAD HWY	9974215007 042817	4/28/2017	5/12/2017	6.89	
494	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	222 MAIN ST	1134080009 042817	4/28/2017	5/12/2017	12.33	
495	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	51 COURT SQ	1114097502 042817	4/28/2017	5/12/2017	12.81	
496	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	196 MAIN ST	1124090000 042817	4/28/2017	5/12/2017	27.93	
497	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	14591 JAMES MAD HWY	5699060132 042817	4/28/2017	5/12/2017	36.42	
498	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8952 JAMES MAD HWY	0692200942 042817	4/28/2017	5/12/2017	68.71	
499	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8878 JAMES MAD HWY	0274195007 042817	4/28/2017	5/12/2017	79.17	
500	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	197 MAIN ST	1304130006 042817	4/28/2017	5/12/2017	80.66	

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501	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	211 MAIN ST	1284152509 042817	4/28/2017	5/12/2017	86.56	
502	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	181 MAIN ST	6274752663 042817	4/28/2017	5/12/2017	154.71	
503	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	15704 W RIVER RD	8866300000 042817	4/28/2017	5/12/2017	236.86	
504	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	8880 JAMES MAD HWY	2554330007 050117	4/28/2017	5/12/2017	390.69	
505	DOMINION VIRGINIA POWER	STREET LIGHTS	BESIDE PSOT OFFICE	7080078962 042817	4/28/2017	5/12/2017	63.91	
506	DOMINION VIRGINIA POWER	STREET LIGHTS	NEAR MASONIC LODGE	9609027314 042817	4/28/2017	5/12/2017	68.28	
507	DOMINION VIRGINIA POWER	STREET LIGHTS	COLUMBIA ST LIGHTS	4210122349 042817	4/28/2017	5/12/2017	200.79	
508	DOMINION VIRGINIA POWER	STREET LIGHTS	PALMYRA VILLAGE	3595578927 042817	4/28/2017	5/12/2017	470.15	
509	DS SERVICES OF AMERICA, INC	WATER SERVICES	SPRING WATER	16385699 042517	4/25/2017	5/4/2017	20.00	
510	DS SERVICES OF AMERICA, INC	WATER SERVICES	SPRING WATER	16383317 042517	4/25/2017	5/4/2017	28.60	
511	DS SERVICES OF AMERICA, INC	WATER SERVICES	SPRING WATER	16386868 042517	4/25/2017	5/4/2017	45.25	
512	INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LANE	916303	4/6/2017	5/4/2017	34.00	
513	INTRASTATE PEST	MAINTENANCE CONTRACTS	KENTS STORE	916325	4/19/2017	5/12/2017	38.00	
514	INTRASTATE PEST	MAINTENANCE CONTRACTS	FUSD OFFICE	916322	4/19/2017	5/12/2017	95.00	
515	INTRASTATE PEST	MAINTENANCE CONTRACTS	35 COURT SQUARE	916072	4/20/2017	5/26/2017	18.00	
516	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK CONCESSIONS	916248	4/24/2017	5/26/2017	20.00	
517	INTRASTATE PEST	MAINTENANCE CONTRACTS	CARYSBROOK CONCESSIONS	916249	4/24/2017	5/26/2017	20.00	
518	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	916250	4/24/2017	5/26/2017	20.00	
519	INTRASTATE PEST	MAINTENANCE CONTRACTS	PLEASANT GROVE	916251	4/24/2017	5/26/2017	20.00	
520	INTRASTATE PEST	MAINTENANCE CONTRACTS	90 RESCUE LN	923067	5/5/2017	5/26/2017	34.00	
521	INTRASTATE PEST	MAINTENANCE CONTRACTS	FORK UNION FIRE STATION	916323	4/24/2017	5/26/2017	38.00	
522	INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA FIRE STATION	916324	4/24/2017	5/26/2017	38.00	
523	INTRASTATE PEST	MAINTENANCE CONTRACTS	PALMYRA FIRE STATION	923261	5/5/2017	5/26/2017	38.00	
524	INTRASTATE PEST	MAINTENANCE CONTRACTS	160 COMMONS BLVD	916163	4/24/2017	5/26/2017	45.00	
525	INTRASTATE PEST	MAINTENANCE CONTRACTS	OLD STONE JAIL	924997	5/16/2017	5/26/2017	175.00	
526	REPUBLIC SERVICES #410	MAINTENANCE CONTRACTS	TRASH	0410-000629494	5/2/2017	5/12/2017	1,734.42	
527	TECHNIRAIN LIGHTING AND	MAINTENANCE CONTRACTS	FULL INSPECTION	1192	5/2/2017	5/4/2017	330.41	
528	TECHNIRAIN LIGHTING AND	MAINTENANCE CONTRACTS	REPAIRS	1229	5/12/2017	5/26/2017	120.00	
529	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	400661	4/20/2017	5/4/2017	314.76	
530	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	TANK RENT ACCT 4216781	4216781 20514	3/10/2017	5/12/2017	6.00	
531	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	ACCT 5297996	407108	4/18/2017	5/12/2017	24.50	
532	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	INTEREST CHARGE	5269534	5/10/2017	5/26/2017	0.11	
533	THE BLOSSMAN COMPANIES, INC.	HEATING SERVICES	PROPANE	212781	5/10/2017	5/26/2017	673.36	
534	TIGER FUEL COMPANY	HEATING SERVICES	OFFROAD DIESEL	255766	5/16/2017	5/26/2017	52.51	
535	TIGER FUEL COMPANY	HEATING SERVICES	HEATING OIL	270837	5/11/2017	5/26/2017	1,217.33	
536	TREASURER, FLUVANNA CO	SEWER SERVICES	211 MAIN ST	31782	5/16/2017	5/26/2017	13.06	
537	TREASURER, FLUVANNA CO	SEWER SERVICES	181 MAIN ST	31779	5/16/2017	5/26/2017	13.83	
538	TREASURER, FLUVANNA CO	SEWER SERVICES	197 MAIN ST	31780	5/16/2017	5/26/2017	13.83	



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539	TREASURER, FLUVANNA CO	SEWER SERVICES	1730 THOMAS JEFF PKWY	31801	5/16/2017	5/26/2017	32.95		
540	TREASURER, FLUVANNA CO	SEWER SERVICES	72 MAIN ST	31771	5/16/2017	5/26/2017	38.31		
541	TREASURER, FLUVANNA CO	SEWER SERVICES	160 COMMONS BLVD	31790	5/16/2017	5/26/2017	48.25		
542	TREASURER, FLUVANNA CO	SEWER SERVICES	214 COMMONS BLVD	31791	5/16/2017	5/26/2017	48.25		
543	TREASURER, FLUVANNA CO	SEWER SERVICES	132 MAIN ST	31772	5/16/2017	5/26/2017	84.21		
544	TREASURER, FLUVANNA CO	WATER SERVICES	5725 JAMES MAD HWY	31658	5/16/2017	5/26/2017	21.00		
545	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	31715	5/16/2017	5/26/2017	21.00		
546	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	31716	5/16/2017	5/26/2017	21.00		
547	TREASURER, FLUVANNA CO	WATER SERVICES	5753 JAMES MAD HWY	31717	5/16/2017	5/26/2017	21.00		
548	TREASURER, FLUVANNA CO	WATER SERVICES	8878 JAMES MAD HWY	31522	5/16/2017	5/26/2017	56.20		
549	TREASURER, FLUVANNA CO	WATER SERVICES	8880 JAMES MAD HWY	31524	5/16/2017	5/26/2017	153.00		
550							Total:	\$27,095.00	
551									
552	PUBLIC WORKS								
553	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	9.86		
554	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/305374	5/2/2017	5/4/2017	21.65		
555	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/309152	5/17/2017	5/26/2017	12.25		
556	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	7.69		
557	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	44.91		
558	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	44.99		
559	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	86.10		
560	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95		
561	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20566866	4/25/2017	5/4/2017	93.04		
562	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20579548	5/1/2017	5/12/2017	257.24		
563							Total:	\$627.68	
564									
565	CONVENIENCE CENTER								
566	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005982	4/30/2017	5/12/2017	2,271.63		
567	BFI - FLUVANNA TRANSFER STATION	CONTRACT SERVICES	TRASH	4347-000005986	5/15/2017	5/26/2017	2,099.98		
568	CAMPBELL EQUIPMENT, INC.	CONTRACT SERVICES	CAR MAINTENANCE	42617A	4/26/2017	5/4/2017	187.00		
569	CENTURYLINK	TELECOMMUNICATIONS	LANDFILL	310392717 041617	4/16/2017	5/4/2017	68.99		
570	HERITAGE CRYSTALCLEAN, LLC	BLDGS EQUIP REP & MAINT	USED OIL PICKUP	14580929	5/16/2017	5/26/2017	218.75		
571	INKLINGS SCREEN PRINTING	OFFICE SUPPLIES	SUPPLIES	9053	5/18/2017	5/26/2017	80.00		
572	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	84.39		
573	JONES AUTOMOTIVE/ALL STAR AUTO	OFFICE SUPPLIES	PARTS	466315	5/1/2017	5/12/2017	38.04		
574	MO-JOHNS, INC.	LEASE/RENT	PORTABLE TOILET	100084	5/8/2017	5/26/2017	60.00		
575	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95		
576							Total:	\$5,158.73	



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577									
578	HEALTH								
579	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	154.16		
580	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	6.78		
581							Total:	\$160.94	
582									
583	CSA								
584	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	8.00		
585	BANK OF AMERICA	FOOD SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	24.07		
586	BANK OF AMERICA	FOOD SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	52.09		
587	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	199.90		
588	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	3.27		
589	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	68.34		
590	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	47.53		
591							Total:	\$403.20	
592									
593	CSA PURCHASE OF SERVICES								
594	A. JAMES ANDERSON, P.H.D	COMM SVCS		P02919333313	2/13/2017	5/12/2017	1,435.00		
595	A. JAMES ANDERSON, P.H.D	COMM SVCS		P02919329464	2/28/2017	5/26/2017	1,230.00		
596	A. JAMES ANDERSON, P.H.D	COMM SVCS		P01919333869	1/30/2017	5/26/2017	1,435.00		
597	ABS LINGS VA INC	TFC LIC. RES CONG CARE		P04919319504	4/30/2017	5/26/2017	4,986.00		
598	ADAM WILLIAMS PLLC	COMM SVCS		P03919332076	3/31/2017	5/26/2017	500.00		
599	ADAM WILLIAMS PLLC	COMM SVCS		P04919332044	4/30/2017	5/26/2017	500.00		
600	ADDICTION RECOVERY SYSTEMS,	COMM SVCS		P04919330406	4/30/2017	5/12/2017	210.00		
601	ALLIED INSTRUCTIONAL SERVICES	POS MANDATED SPED-		P04000803435	4/30/2017	5/26/2017	150.00		
602	BLUE RIDGE FIRST STEP	COMM SVCS		P03919337777	3/9/2017	5/26/2017	3,800.00		
603	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P02919328365	2/28/2017	5/26/2017	720.00		
604	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P04919328345	4/30/2017	5/26/2017	740.00		
605	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P01919328370	1/31/2017	5/26/2017	792.00		
606	CHILD CONNECTION DEVELOPMENT	COMM SVCS		P03919328378	3/31/2017	5/26/2017	851.00		
607	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P03919340718	3/31/2017	5/12/2017	840.00		
608	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919341750	4/30/2017	5/26/2017	240.00		
609	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919342548	4/30/2017	5/26/2017	750.00		
610	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919332546	4/12/2017	5/26/2017	822.50		
611	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P02919326466	2/28/2017	5/26/2017	1,300.00		
612	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919343449	4/30/2017	5/26/2017	1,467.50		
613	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P01919326471	1/31/2017	5/26/2017	1,532.50		
614	COMPASS YOUTH & FAMILY SERVICES	COMM SVCS		P04919341447	4/30/2017	5/26/2017	1,810.00		



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6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount	
615		POS MANDATED FFOP		P04919307130	4/30/2017	5/12/2017	552.00	
616		POS MANDATED FFOP		P04919306731	4/30/2017	5/12/2017	700.00	
617		POS MANDATED FFOP		P04919331232	4/30/2017	5/12/2017	1,120.00	
618		POS MANDATED FFOP		P04919344229	4/30/2017	5/12/2017	1,120.00	
619	DISCOVERY SCHOOL	RES. CONG. CARE		P04919311633	4/30/2017	5/12/2017	6,060.00	
620	DISCOVERY SCHOOL	RES. CONG. CARE		P04919344034	4/30/2017	5/12/2017	6,060.00	
621	DISCOVERY SCHOOL	RES. CONG. CARE		P04000816593	4/30/2017	5/26/2017	5,760.00	
622	DISCOVERY SCHOOL	RES. CONG. CARE		P03000816501	3/31/2017	5/26/2017	5,952.00	
623	DR. STEPHEN MCNAMARA	POS MAND FC LIC RES CONG		P12919330890	12/28/2016	5/26/2017	300.00	
624	ELK HILL	COMM SVCS		P04919331608	4/30/2017	5/12/2017	426.25	
625	ELK HILL	COMM SVCS		P04919307509	4/30/2017	5/12/2017	715.00	
626	EXTRA SPECIAL PARENTS, INC.	POS MAND SVCS IN PUBLIC		P04000817705	4/30/2017	5/26/2017	900.00	
627	FAMILY PRESERVATION SERV.	COMM SVCS		P03919334198	3/31/2017	5/4/2017	160.00	
628	FAMILY PRESERVATION SERV.	COMM SVCS		P03000813700	3/31/2017	5/4/2017	1,200.00	
629	FAMILY PRESERVATION SERV.	COMM SVCS		P03000817199	3/31/2017	5/4/2017	1,212.50	
630	FAMILY PRESERVATION SERV.	COMM SVCS		P03000815301	3/31/2017	5/4/2017	2,197.50	
631	FAMILY PRESERVATION SERV.	COMM SVCS		P02919334015	2/28/2017	5/12/2017	255.00	
632	FAMILY PRESERVATION SERV.	COMM SVCS		P03919343619	3/31/2017	5/12/2017	300.00	
633	FAMILY PRESERVATION SERV.	COMM SVCS		P03919326622	3/9/2017	5/12/2017	585.00	
634	FAMILY PRESERVATION SERV.	COMM SVCS		P03919334020	3/31/2017	5/12/2017	600.00	
635	FAMILY PRESERVATION SERV.	COMM SVCS		P02919340614	2/28/2017	5/12/2017	962.50	
636	FAMILY PRESERVATION SERV.	COMM SVCS		P03919336121	3/31/2017	5/12/2017	1,395.00	
637	FAMILY PRESERVATION SERV.	COMM SVCS		P04000818251	4/30/2017	5/26/2017	712.50	
638	FAMILY PRESERVATION SERV.	COMM SVCS		P03919341079	3/31/2017	5/26/2017	1,800.00	
639	FAMILY PRESERVATION SERV.	POS MAND SVCS IN PUBLIC		P03000811905	3/31/2017	5/4/2017	300.00	
640	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P04000804785	4/30/2017	5/26/2017	130.00	
641	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P03000804788	3/31/2017	5/26/2017	195.00	
642	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P01000804787	1/31/2017	5/26/2017	520.00	
643	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P04000814084	4/30/2017	5/26/2017	3,825.00	
644	GRAFTON INTERGRATED HEALTH	EDUC SVCS CONG CARE		P03000814089	3/31/2017	5/26/2017	5,865.00	
645	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P04000816294	4/30/2017	5/26/2017	150.00	
646	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P01000816200	1/31/2017	5/26/2017	187.50	
647	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P03000816203	3/31/2017	5/26/2017	1,012.50	
648	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P01000816199	1/31/2017	5/26/2017	1,200.00	
649	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P04000814391	4/30/2017	5/26/2017	1,830.00	
650	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P03000814392	3/31/2017	5/26/2017	1,891.00	
651	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P04000816195	4/30/2017	5/26/2017	2,375.00	
652	GRAFTON INTERGRATED HEALTH	RES. CONG. CARE		P03000816102	3/31/2017	5/26/2017	4,075.00	



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653	INTERCEPT YOUTH SERVICE	COMM SVCS		P04919315810	4/30/2017	5/12/2017	6,098.60	
654	INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG		P04919331728	4/30/2017	5/12/2017	471.00	
655	INTERCEPT YOUTH SERVICE	POS MAND FC LIC RES CONG		P04919320727	4/30/2017	5/12/2017	7,678.92	
656	INTERCEPT YOUTH SERVICE	RES. CONG. CARE		P04000817497	4/30/2017	5/26/2017	3,359.88	
657	INTERCEPT YOUTH SERVICE	RES. CONG. CARE		P04000817396	4/30/2017	5/26/2017	7,218.30	
658		POS MANDATED FFOP		P04919323103	4/30/2017	5/4/2017	672.00	
659		POS MANDATED FFOP		P04919323004	4/30/2017	5/4/2017	700.00	
660		COMM SVCS		P04000812711	4/30/2017	5/12/2017	600.00	
661		COMM SVCS		P04000815412	4/30/2017	5/12/2017	600.00	
662		COMM SVCS		P04000817260	4/30/2017	5/26/2017	600.00	
663	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000800495	4/30/2017	5/4/2017	4,060.00	
664	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000800596	4/30/2017	5/4/2017	4,060.00	
665	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000802593	4/30/2017	5/4/2017	4,060.00	
666	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000802892	4/30/2017	5/4/2017	4,060.00	
667	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000802997	4/30/2017	5/4/2017	4,060.00	
668	LAFAYETTE SCHOOL, INC.	POS MANDATED SPED-		P04000803294	4/30/2017	5/4/2017	4,060.00	
669	LINDY SWIMM, LCSW	COMM SVCS		P01919333972	1/26/2017	5/26/2017	562.50	
670	LINDY SWIMM, LCSW	COMM SVCS		P12919333963	12/31/2016	5/26/2017	700.00	
671	LINDY SWIMM, LCSW	COMM SVCS		P11919333982	11/30/2016	5/26/2017	975.00	
672	NATIONAL COUNSELING GROUP	COMM SVCS		P11000810883	11/30/2016	5/26/2017	194.67	
673	NATIONAL COUNSELING GROUP	COMM SVCS		P04000815152	4/30/2017	5/26/2017	517.14	
674	NATIONAL COUNSELING GROUP	COMM SVCS		P04000812654	4/30/2017	5/26/2017	583.44	
675	NATIONAL COUNSELING GROUP	COMM SVCS		P04919341953	4/30/2017	5/26/2017	891.10	
676	NATIONAL COUNSELING GROUP	COMM SVCS		P04000819055	4/30/2017	5/26/2017	1,849.37	
677	NATIONAL COUNSELING GROUP	POS MAND SVCS IN PUBLIC		P04000815206	4/30/2017	5/26/2017	702.78	
678		COMM SVCS		P04919330307	4/30/2017	5/12/2017	520.00	
679	REGION TEN CSB	COMM SVCS		P03000813002	3/31/2017	5/4/2017	2,045.68	
680	REGION TEN	COMM SVCS		P03000810323	3/31/2017	5/12/2017	15.00	
681	REGION TEN	COMM SVCS		P02000810316	2/28/2017	5/12/2017	45.00	
682	REGION TEN	COMM SVCS		P02919334417	2/28/2017	5/12/2017	50.00	
683	REGION TEN	COMM SVCS		P03919334424	3/30/2017	5/12/2017	100.00	
684	REGION TEN	COMM SVCS		P09919334626	9/23/2016	5/12/2017	135.00	
685	REGION TEN	COMM SVCS		P03000813580	3/31/2017	5/26/2017	1,643.85	
686		COMM SVCS		P08000818861	8/31/2016	5/26/2017	125.00	
687		COMM SVCS		P08000818962	8/31/2016	5/26/2017	125.00	
688	SECURE CHILD IN- HOME PROGRAM	COMM SVCS		P04000818456	4/30/2017	5/26/2017	2,600.00	
689		COMM SVCS		P03919324725	3/31/2017	5/12/2017	90.00	
690		COMM SVCS		P01919348075	1/31/2017	5/26/2017	250.00	




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691		COMM SVCS		P04919343159	4/30/2017	5/26/2017	390.00	
692		COMM SVCS		P02919335368	2/28/2017	5/26/2017	480.00	
693		COMM SVCS		P02919335667	2/28/2017	5/26/2017	840.00	
694		COMM SVCS		P01919335673	1/31/2017	5/26/2017	930.00	
695		COMM SVCS		P03919348081	3/31/2017	5/26/2017	1,020.00	
696		COMM SVCS		P04919322858	4/30/2017	5/26/2017	1,098.00	
697		COMM SVCS		P01919335374	1/31/2017	5/26/2017	1,170.00	
698		COMM SVCS		P04919348057	4/30/2017	5/26/2017	1,200.00	
699	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P04000803036	4/30/2017	5/26/2017	360.00	
700	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P04000803338	4/30/2017	5/26/2017	3,750.00	
701	THE FAISON SCHOOL FOR AUTISM,	POS MANDATED SPED-		P04000803137	4/30/2017	5/26/2017	4,500.00	
702	VA HOME FOR BOYS & GIRLS	EDUC SVCS CONG CARE		P04000817586	4/30/2017	5/26/2017	3,000.00	
703	VA HOME FOR BOYS & GIRLS	RES. CONG. CARE		P04000817698	4/30/2017	5/26/2017	7,200.00	
704	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P12000816443	12/31/2016	5/26/2017	555.32	
705	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000812941	4/30/2017	5/26/2017	5,820.00	
706	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000808942	4/30/2017	5/26/2017	5,851.25	
707	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000804240	4/30/2017	5/26/2017	6,295.00	
708	VIRGINIA INSTITUTE OF AUTISM	POS MANDATED SPED-		P04000800339	4/30/2017	5/26/2017	6,513.75	
709						Total:	\$208,765.30	
710								
711	PARKS & RECREATION							
712	ASHLEIGH MORRIS	PROFESSIONAL SERVICES	DOGGIE CLASS	29	4/26/2017	5/26/2017	480.00	
713	ATWOOD REPROGRAPHICS, INC	PRINTING AND BINDING	MAP PRINTING	151329	4/24/2017	5/12/2017	474.30	
714	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	10.25	
715	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	19.46	
716	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	22.69	
717	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	34.97	
718	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	61.29	
719	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	105.26	
720	BANK OF AMERICA	RECREATIONAL SUPPLIES	P-CARD	043017	4/30/2017	5/12/2017	136.30	
721	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	6.08	
722	BARBARA LANDES	PROFESSIONAL SERVICES	TRAIL RIDE	28	4/28/2017	5/12/2017	618.01	
723	BONNIE SNODDY	PROFESSIONAL SERVICES	KARATE	30 0517	5/17/2017	5/26/2017	577.50	
724	CENTURYLINK	POSTAL SERVICES	PARKS AND REC	309373828 041617	4/16/2017	5/4/2017	614.68	
725	CENTURYLINK	TELECOMMUNICATIONS	PARKS N REC	309373828 051617	5/16/2017	5/26/2017	395.13	
726	DS SERVICES OF AMERICA, INC	CONTRACT SERVICES	SPRING WATER	16373783 042517	4/25/2017	5/4/2017	9.00	
727	DS SERVICES OF AMERICA, INC	CONTRACT SERVICES	SPRING WATER	16389495 042517	4/25/2017	5/4/2017	105.00	
728	E.W. THOMAS	RECREATIONAL SUPPLIES	PARKS & REC EVENTS	042817	5/1/2017	5/4/2017	144.05	



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729	E.W. THOMAS	RECREATIONAL SUPPLIES	PARKS N REC EVENTS	051517	5/9/2017	5/26/2017	93.83		
730	FLUVANNA ACE HARDWARE	RECREATIONAL SUPPLIES	SUPPLIES	59632	5/3/2017	5/12/2017	1.20		
731	HAROLD BOYD	PROFESSIONAL SERVICES	T-BALL	27	5/9/2017	5/12/2017	420.00		
732	HEATHER ANTONACCI	PROFESSIONAL SERVICES	HORSEBACK RIDING	26 041517	4/19/2017	5/4/2017	367.50		
733	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	127.05		
734	JOSEPH MICHAEL ORSOLINI	PROFESSIONAL SERVICES	CPR & FIRST AID/INSTRUCTOR	103	5/24/2017	5/26/2017	585.00		
735	LAKE MONTICELLO OWNERS	PROFESSIONAL SERVICES	KAYAKING	25	4/24/2017	5/4/2017	78.00		
736	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	99794	5/2/2017	5/4/2017	60.00		
737	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	99795	5/2/2017	5/4/2017	60.00		
738	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	99798	5/2/2017	5/4/2017	60.00		
739	MO-JOHNS, INC.	CONTRACT SERVICES	HANDICAP UNIT	99797	5/2/2017	5/4/2017	100.00		
740	MO-JOHNS, INC.	CONTRACT SERVICES	PORTABLE TOILET	99796	5/2/2017	5/4/2017	120.00		
741	SAM'S CLUB	RECREATIONAL SUPPLIES	SUPPLIES/TRAIL RIDE	042617	5/2/2017	5/4/2017	138.17		
742	STAPLES CONTRACT & COMMERCIAL,	OFFICE SUPPLIES	SUPPLIES	8044273122	4/29/2017	5/26/2017	208.87		
743	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	2.87		
744	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	05807295	4/25/2017	5/4/2017	20.44		
745	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	199.80		
746	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20540786	4/25/2017	5/4/2017	34.21		
747	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20540783	4/25/2017	5/4/2017	189.22		
748	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20604819	5/4/2017	5/26/2017	345.02		
749	VIRGINIA RECREATION & PARK	RECREATIONAL SUPPLIES	KD TICKETS	27561	5/19/2017	5/26/2017	222.00		
750	VIRGINIA RECREATION & PARK	RECREATIONAL SUPPLIES	KD TICKETS SOLD IN APR	27561A	5/19/2017	5/26/2017	407.00		
751								Total:	\$7,654.15
752									
753	LIBRARY								
754	ADVANTAGE OFFICE SYSTEMS	OFFICE SUPPLIES	SUPPLIES	5593	5/12/2017	5/26/2017	119.00		
755	AMAZON.COM	BOOKS/PUBLICATIONS	BOOKS	051017	5/10/2017	5/26/2017	7,061.45		
756	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	043017	4/30/2017	5/12/2017	20.17		
757	BANK OF AMERICA	MAINTENANCE CONTRACTS	P-CARD	043017	4/30/2017	5/12/2017	165.00		
758	CENTURYLINK	TELECOMMUNICATIONS	LIBRARY	309647441 041617	4/16/2017	5/4/2017	2,079.81		
759	DEMCO	OFFICE SUPPLIES	SUPPLIES	6120052	4/26/2017	5/26/2017	50.89		
760	DS SERVICES OF AMERICA, INC	LEASE/RENT	SPRING WATER	16385764 042517	4/25/2017	5/26/2017	10.00		
761	DS SERVICES OF AMERICA, INC	MAINTENANCE CONTRACTS	SPRING WATER	16385764 042517	4/25/2017	5/26/2017	11.95		
762	GALE	BOOKS/PUBLICATIONS	BOOKS	60508009	4/26/2017	5/4/2017	26.35		
763	GALE	BOOKS/PUBLICATIONS	BOOKS	60507836	4/26/2017	5/4/2017	51.85		
764	GALE	BOOKS/PUBLICATIONS	BOOKS	60570673	5/11/2017	5/26/2017	26.35		
765	GALE	BOOKS/PUBLICATIONS	BOOKS	60570991	5/11/2017	5/26/2017	26.35		
766	GALE	BOOKS/PUBLICATIONS	BOOKS	60555198	5/8/2017	5/26/2017	56.08		

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767	GALE	BOOKS/PUBLICATIONS	BOOKS	60546418	5/8/2017	5/26/2017	65.43		
768	GALE	BOOKS/PUBLICATIONS	BOOKS	60540170	5/4/2017	5/26/2017	162.30		
769	MEREDITH BOOKS	BOOKS/PUBLICATIONS	ACCT# 10021904353	050217	5/17/2017	5/26/2017	35.71		
770	MICROMARKETING LLC	BOOKS/PUBLICATIONS	CD	669734	4/25/2017	5/26/2017	39.99		
771								Total:	\$10,008.68
772									
773	COUNTY PLANNER								
774	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	19.73		
775	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	115.36		
776	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	14.58		
777	TIMMONS GROUP	CONTRACT SERVICES	PARCEL MAINTENANCE	192100	5/9/2017	5/26/2017	600.00		
778	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	11.64		
779	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	149.85		
780	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20566865	4/25/2017	5/4/2017	93.04		
781	VIRGINIA BUSINESS SYSTEMS	LEASE/RENT	COPIER	20540784	4/25/2017	5/4/2017	685.66		
782								Total:	\$1,689.86
783									
784	PLANNING COMMISSION								
785	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F17-11	4/27/2017	5/4/2017	128.75		
786	FLUVANNA REVIEW	ADVERTISING	PUBLIC HEARING	2017F18-18	5/3/2017	5/12/2017	64.38		
787	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	65.60		
788								Total:	\$258.73
789									
790	ECONOMIC DEVELOPMENT								
791	BANK OF AMERICA	CONVENTION AND	P-CARD	043017	4/30/2017	5/12/2017	263.49		
792	BANK OF AMERICA	SUBSISTENCE & LODGING	P-CARD	043017	4/30/2017	5/12/2017	12.00		
793	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	3.29		
794	FLUVANNA REVIEW	ADVERTISING	PADE AD	2017F19-10	5/16/2017	5/26/2017	133.00		
795	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	0.46		
796	RYAN PACE COMMUNICATIONS	MARKETING	RACK CARD DESIGN	FLU_003	5/2/2017	5/12/2017	1,982.50		
797	THE DAILY PROGRESS	ADVERTISING	AD	041217	5/12/2017	5/26/2017	255.00		
798	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	49.95		
799								Total:	\$2,699.69
800									
801	VA COOPERATIVE EXTENSION								
802	BANK OF AMERICA	OTHER OPERATING	P-CARD	043017	4/30/2017	5/12/2017	99.75		
803	CENTURYLINK	TELECOMMUNICATIONS	FINANCE	309762613 041617	4/16/2017	5/4/2017	16.44		
804	D.M. JEFFERS COMPANY INC	CONTRACT SERVICES	KITCHEN EQUIPMENT	327	5/12/2017	5/26/2017	1,038.80		




	A	B	C	D	F	G	H	J	
1	County of Fluvanna		From Date: 5/1/2017						
2	Accounts Payable List		To Date: 5/31/2017						
3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
805	D.M. JEFFERS COMPANY INC	MACHINERY AND EQUIPMENT	KITCHEN EQUIPMENT	327	5/12/2017	5/26/2017	3,715.97		
806	KIMBERLY MAYO	CONTRACT SERVICES	REIMBURSEMENT	050517	5/1/2017	5/12/2017	30.51		
807	KIMBERLY MAYO	CONTRACT SERVICES	TEEN TRAINING	051217	5/5/2017	5/26/2017	101.09		
808	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	12.35		
809	VIRGINIA COOPERATIVE EXTENSION	CONVENTION AND	2017 4-H STATE CONGRESS ENTRY	050117	4/25/2017	5/4/2017	235.00		
810							Total:	\$5,249.91	
811									
812	NON PROFITS								
813	E.W. THOMAS	YOUTH ADVISORY COUNCIL	PARKS & REC EVENTS	042817	5/1/2017	5/4/2017	174.97		
814	E.W. THOMAS	YOUTH ADVISORY COUNCIL	PARKS N REC EVENTS	051517	5/9/2017	5/26/2017	59.18		
815							Total:	\$234.15	
816									
817							100 GENERAL FUND	Fund Total:	\$494,204.72
818	Fund # - 302 CAPITAL IMPROVEMENT								
819	IT CAPITAL PROJECT								
820	TYLER TECHNOLOGIES	CONTRACT SERVICES	PRORATED APP SERVICES	045-186726	4/1/2017	5/12/2017	9,387.50		
821							Total:	\$9,387.50	
822									
823	E911 CAPITAL PROJECT								
824	MOTOROLA SOLUTIONS, INC.	CONTRACT SERVICES	CONTRACT/PURCHASE ORDER	41234853	4/11/2017	5/26/2017	11,605.64		
825							Total:	\$11,605.64	
826									
827	FIRE & RESCUE CAP PROJ								
828	NAFECO	CONTRACT SERVICES	FIRE PPE	877210	5/5/2017	5/26/2017	1,931.00		
829	NAFECO	CONTRACT SERVICES	FIRE PPE	877749	5/10/2017	5/26/2017	9,625.00		
830							Total:	\$11,556.00	
831									
832	FACILITIES CAP PROJ								
833	AMELIA OVERHEAD DOOR	CONTRACT SERVICES	MAINTENANCE	112161	4/25/2017	5/4/2017	125.00		
834	BAKER ROOFING COMPANY	CONTRACT SERVICES	SERVICE REQ/REPAIRS	902209636	5/11/2017	5/26/2017	1,089.00		
835	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	043017	4/30/2017	5/12/2017	13.96		
836	BANK OF AMERICA	CONTRACT SERVICES	P-CARD	043017	4/30/2017	5/12/2017	263.96		
837	BUDGET ELECTRICAL & MECHANICAL,	CONTRACT SERVICES	REPAIRS	0315	5/11/2017	5/26/2017	950.92		
838	COMMONWEALTH INTERIORS	CONTRACT SERVICES	REPAIRS/UPGRADES	2017-075	4/27/2017	5/4/2017	2,996.00		
839	COMMONWEALTH INTERIORS	CONTRACT SERVICES	COMMUNITY KITCHEN PROPOSAL	2017-078	5/5/2017	5/12/2017	9,738.00		
840	GARY OSTEN PLUMBING	CONTRACT SERVICES	PLUMBING/REPAIRS	050917A	5/9/2017	5/12/2017	6,848.37		
841	OLD DOMINION ABATEMENT &	CONTRACT SERVICES	TREAS BLDG/CONTRACT	170119-OD	1/31/2017	5/12/2017	30,500.00		
842	RAFALY ELECTRICAL CONTRACTORS,	CONTRACT SERVICES	MISC JOBS	7305	5/15/2017	5/26/2017	115.00		

	A	B	C	D	F	G	H	J	
1	County of Fluvanna			From Date: 5/1/2017					
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3									
4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
843	RICH MASONRY, INC.	CONTRACT SERVICES	TREAS BLDG	485	5/2/2017	5/12/2017	2,890.32		
844	RICH MASONRY, INC.	CONTRACT SERVICES	TREAS BLDG UPGRADES	486	5/2/2017	5/12/2017	2,965.40		
845	RICH MASONRY, INC.	CONTRACT SERVICES	REPAIRS	488	5/2/2017	5/12/2017	6,595.00		
846	RICH MASONRY, INC.	CONTRACT SERVICES	REPAIRS/IT BLDG	487	5/6/2017	5/26/2017	2,200.00		
847	THE BLOSSMAN COMPANIES, INC.	CONTRACT SERVICES	SERVICE WORK	407095	4/18/2017	5/12/2017	2,874.00		
848	TRANE U.S., INC.	CONTRACT SERVICES	WORK COMPLETED	37903513	5/2/2017	5/4/2017	181,309.34		
849							Total:	\$251,474.27	
850									
851	PUBLIC WORKS CAPITAL PROJECT								
852	BOWMAN CONSULTING	CONTRACT SERVICES	CONSULTING	232763	4/30/2017	5/12/2017	256.00		
853	DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 3	1412316	4/28/2017	5/12/2017	10,084.00		
854	DEWBERRY ENGINEERS INC.	CONTRACT SERVICES	TASK 2	1412315	4/28/2017	5/12/2017	19,920.00		
855							Total:	\$30,260.00	
856									
857	SCHOOL OPS & MAINT CAP PROJ								
858	BLUE RIDGE BUILDERS SUPPLY, INC.	CONTRACT SERVICES	FLOOR REPLACEMENT	1702-202635, 242669	4/29/2017	5/26/2017	500.00		
859							Total:	\$500.00	
860									
861	SCHOOL TECH CAP PROJ								
862	TYLER TECHNOLOGIES	CONTRACT SERVICES	MUNIS IMPLEMENTATION/PAYROLL	045-188494	5/3/2017	5/12/2017	5,469.08		
863	TYLER TECHNOLOGIES	CONTRACT SERVICES	PAYROLL TRAINING	045-191248	5/16/2017	5/26/2017	1,400.00		
864							Total:	\$6,869.08	
865									
866	PARKS & RECREATION CAP PROJ								
867	DRAPER ADEN ASSOCIATES	PROFESSIONAL SERVICES	PROJECT R13457C-11	2017030275	3/31/2017	5/4/2017	6,924.00		
868							Total:	\$6,924.00	
869									
870							302 CAPITAL IMPROVEMENT	Fund Total:	\$328,576.49
871	Fund # - 502 SEWER								
872	UTILITY OPERATIONAL EXPENSES								
873	ARTHURS SEPTIC SERVICE	CONTRACT SERVICES	MAINTENANCE	042817	5/1/2017	5/4/2017	555.00		
874	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	309433290 041917	4/19/2017	5/4/2017	60.99		
875	CENTURYLINK	TELECOMMUNICATIONS	WASTEWATER	310089744 041917	4/19/2017	5/4/2017	93.35		
876	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394104005	4/27/2017	5/4/2017	8.14		
877	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394105957	4/30/2017	5/12/2017	8.14		
878	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394107913	5/11/2017	5/26/2017	8.14		
879	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394109882	5/18/2017	5/26/2017	8.14		
880	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SEWER PLANT	7129524547 042617	4/26/2017	5/4/2017	1,116.39		



	A	B	C	D	F	G	H	J	
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4									
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount		
881	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	SW PUMP STATION	7712348080 042817	4/28/2017	5/12/2017	49.57		
882	FERGUSON ENTERPRISES, INC	BLDGS EQUIP REP & MAINT	SUPPLIES	4311823	5/9/2017	5/26/2017	100.57		
883	FERGUSON ENTERPRISES, INC	BLDGS EQUIP REP & MAINT	SUPPLIES	4315618 4311761	4/28/2017	5/26/2017	1,101.34		
884	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	62127	5/9/2017	5/12/2017	197.00		
885	INBODEN ENVIRONMENTAL	CONTRACT SERVICES	WASTEWATER MONITORING	62257	5/18/2017	5/26/2017	100.00		
886	JONES AUTOMOTIVE/ALL STAR AUTO	GENERAL MATERIALS AND	AUTO PARTS	466557	4/24/2017	5/26/2017	339.51		
887	LOWE'S	GENERAL MATERIALS AND	SUPPLIES	042517	5/1/2017	5/12/2017	317.77		
888	USABLUEBOOK	GENERAL MATERIALS AND	SUPPLY	237491	4/20/2017	5/12/2017	653.34		
889	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	130.79		
890								Total:	\$4,848.18
891									
892					502 SEWER	Fund Total:	\$4,848.18		
893	Fund # - 505 FORK UNION SANITARY DISTRICT								
894	FORK UNION SANITARY DISTRICT								
895	BHF REAL ESTATE III	CUSTOMERS	UB 11133 6333 JAMES MADISON HWY	51939	5/23/2017	5/26/2017	20.00		
896	BHG REAL ESTATE III	CUSTOMERS	UB 11132 6337 JAMES MADISON HWY	51938	5/23/2017	5/26/2017	20.00		
897								Total:	\$40.00
898									
899	FUSD OPERATIONAL EXPENSES								
900	ANDERSON TIRE COMPANY	VEHICLE/POWER EQUIP	TIRES	IN02212494	4/6/2017	5/26/2017	205.26		
901	BANK OF AMERICA	VEHICLE/POWER EQUIP	P-CARD	043017	4/30/2017	5/12/2017	233.67		
902	CENTURYLINK	TELECOMMUNICATIONS	SANITARY DISTRICT	309719161 041617	4/16/2017	5/4/2017	205.16		
903	CENTURYLINK	TELECOMMUNICATIONS	SANITARY	309719161 051617	5/16/2017	5/26/2017	197.50		
904	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394104005	4/27/2017	5/4/2017	31.48		
905	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394105957	4/30/2017	5/12/2017	31.48		
906	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394109882	5/18/2017	5/26/2017	31.48		
907	CINTAS	LAUNDRY AND DRY	DRY CLEANING	394107913	5/11/2017	5/26/2017	44.76		
908	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	WEST BOTTOM WELL	7224360003 042717	4/27/2017	5/4/2017	45.04		
909	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	BREMO WELL	8434345008 042717	4/27/2017	5/4/2017	105.36		
910	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OWENS WELL	9004200003 042717	4/27/2017	5/4/2017	156.09		
911	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	OMOHUNDRO WELL	9346182505 042717	4/27/2017	5/4/2017	736.68		
912	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MORRIS WELL	9501772108 042717	4/26/2017	5/4/2017	1,119.20		
913	DOMINION VIRGINIA POWER	ELECTRICAL SERVICES	MELTON WELL	9594215007 050917	5/9/2017	5/26/2017	52.89		
914	E.W. OWEN	LEASE/RENT	WELL RENT	05012017	5/1/2017	5/4/2017	150.00		
915	FERGUSON ENTERPRISES, INC	GENERAL MATERIALS AND	SUPPLIES	4275509	4/7/2017	5/4/2017	94.58		
916	HD SUPPLY WATERWORKS LTD	GENERAL MATERIALS AND	SUPPLIES	H036323	4/12/2017	5/4/2017	185.20		
917	HD SUPPLY WATERWORKS LTD	GENERAL MATERIALS AND	SUPPLIES	H053649	4/19/2017	5/4/2017	1,602.55		
918	JAMES RIVER SOLUTIONS	VEHICLE FUEL	FUEL CARD	050117	5/1/2017	5/12/2017	368.10		

	A	B	C	D	F	G	H	J								
1	County of Fluvanna Accounts Payable List															
2									From Date: 5/1/2017 To Date: 5/31/2017							
3																
4																
6	Vendor Name	Charge To	Description	Invoice Number	Invoice Date	Check Date	Check Amount									
919	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/305374	5/2/2017	5/4/2017	132.25									
920	MANSFIELD OIL COMPANY OF	VEHICLE FUEL	FUEL	SQLCD/309152	5/17/2017	5/26/2017	270.76									
921	MO-JOHNS, INC.	PURCHASE OF SERVICES	PORTABLE TOILET	100085	5/8/2017	5/26/2017	60.00									
922	PITNEY BOWES PURCHASE PWR	POSTAL SERVICES	POSTAGE	041817	5/2/2017	5/12/2017	344.42									
923	SCHNEIDER LABRATORIES INC	PURCHASE OF SERVICES	WET CHEMISTRY	210088	4/18/2017	5/12/2017	30.00									
924	VA INFORMATION TECHNOLOGIES	TELECOMMUNICATIONS	MONTHLY CHARGES	T309634	4/28/2017	5/12/2017	82.17									
925	VERIZON BUSINESS/MCI COMM	TELECOMMUNICATIONS	MONTHLY CHARGES	05807295	4/25/2017	5/4/2017	20.44									
926	VERIZON	TELECOMMUNICATIONS	WIRELESS	9786061989	5/19/2017	5/26/2017	125.90									
927						Total:	\$6,662.42									
928																
929					505 FORK UNION SANITARY DISTRICT	Fund Total:	\$6,702.42									
930					Total Expenditures by Fund:		\$834,331.81									

**FLUVANNA COUNTY BOARD OF SUPERVISORS
MEETING PACKAGE ATTACHMENTS**

June 21, 2017

No.	Item
1	FY17 Capital Reserve Memo 2017-06-21
2	FY17 Contingency Balance 2017-06-21
	Unassigned Fund Balance 2017-06-21
3	Code Compliance Report – May 2016
4	
5	
6	
7	
8	
9	
10	

COUNTY OF FLUVANNA

"Responsive & Responsible Government"

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

MEMORANDUM

Date: June 21, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 Capital Reserve Balances

The FY17 Capital Reserve account balances are as follows:

County Capital Reserve:

FY16 Carryover	\$14,370
FY17 Beginning Budget:	\$200,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$50,323
Less: Palmyra Rescue Building CIP – 09.07.16	-\$50,000
Plus: FY17 2 nd Quarter Completed Projects	\$7
Less: Courts Building Water Heater Repairs – 03.01.17	-\$12,725
Less: Administration Building Bathroom Renovations – 04.05.17	-\$35,000
Less: Historic Courthouse Roof Repairs – 04.12.17	-\$20,000
Less: Facility Foundation Repairs – 05.17.17	-\$12,000
Available:	\$134,975

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Schools Capital Reserve:

FY16 Carryover	\$193,243
FY17 Beginning Budget:	\$100,000
Plus: FY15 & FY16 Projects Completed Under Budget	\$48,168
Less: FCHS Equipment Shed Replacement – 08.03.16	-\$5,400
Less: Floor Scrubber Replacement – 08.03.16	-\$11,300
Less: Central Elementary Kitchen Doors Replacement – 11.16.16	-\$4,922
Plus: FY17 2 nd Quarter Completed Projects	\$69
Less: FCHS Automated Doors – 02.01.17	-\$29,335
Less: Carysbrook Elementary Roof Repairs – 02.01.17	-\$6,500
Less: FMS and Central Elementary Floor Scrubbers – 06.07.17	-\$23,600
Less: FMS Painting – 06.07.17	-\$10,520
Available:	\$249,903

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MEMORANDUM

Date: June 21, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: FY17 BOS Contingency Balance

The FY17 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Staff Pay Plan Supplement 09.21.16	-\$13,740.00
Less: County Administrator Salary Increase 09.21.16	-\$3,526.10
Plus: FY17 1 st Quarter Voluntary Contributions to General Fund	\$10.00
Less: Palmyra Rescue Building Legal, Title, & Survey Fees 10.05.16	-\$850.00
Less: Economic Development – Tourism Road Signs 11.16.16	-\$1,100.00
Available:	\$130,793.90

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MEMORANDUM

Date: June 21, 2017
From: Marty Brookhart – Management Analyst
To: Board of Supervisors
Subject: Unassigned Fund Balance

FY16 Year End Unassigned Fund Balance :	\$9,117,439
Less: ZXR Water & Sewer System Ground Survey – 08.03.16	-\$30,000
Less: Facility Upgrades at DSS – 08.17.16	-\$22,862
Less: FY16-17 Donations Carry Forward – 09.06.16	-\$432
Less: Fluvanna Rescue Ambulances – 09.07.16	-\$39,000
Less: FY16-17 Department Carry Forwards – 10.19.16	-\$173,618
Less: New Capital Projects – 10.19.16	-\$303,000
Less: ZXR Water & Sewer System Final Design – 12.07.16	-\$47,870
Less: FY16-17 FCPS Carry Forward: Fiber Project – 12.22.16	-\$430,222
Plus: JRWA Project Reimbursement – 01.03.17	\$358,967
Less: FY18 Pay Off Existing Debt 3.00% – 04.12.17	-\$1,595,734
Less: FY18 CIP – 04.12.17	-\$1,197,100
Less: Lake Monticello Ambulance – 04.12.17	-\$252,000
Less: Fire & Rescue Brush 50 – 04.12.17	-\$175,000
Less: Fiber Project (County, Library, & Schools) – 05.17.17	-\$53,278
Less: CSA Additional Funding – 05.17.17	-\$296,743
Less: ZXR Design Task Order #10 – 05.17.17	-\$19,430
Current Unassigned Fund Balance:	\$4,840,117

CODE COMPLIANCE VIOLATION STATISTICS

May-2017

Scott B. Miller, CZO, Code Inspector, Building Site Inspector

Complaint Number	Tax Map Number	Property Owner	Address	Date of Complaint	Violation Type	Status	Deadline	District
1611-01	18-(A)-25B	Stevens, Roger	Thomas Farm La. (Cacant)	11/03/2016	Junk/Inoperable Vehicle	Court	Pending	Palmyra
1705-01	30-(6)-A	Kowalski Trust	67 Thomas Jefferson Pkwy.	5/1/2017	Debris	Cleared	n/a	Cunningham
1705-02	36A-(A)-18	Cable, Louis A. & Susan V.	651 West River Rd.	5/9/2017	Signs	Pending	6/09/2017	Cunningham
1705-03	5-(11)-5B	Route 15 Fluvanna 11B LLC.	21724 James Madison Hwy.	5/17/2017	Noise	Cleared	n/a	Palmyra
1705-04	12-(A)-38	Poleski, Franklin A. Jr.	4539 Dogwood Dr.	5/23/2017	Trash/Debris	Cleared	n/a	Palmyra
1705-05	21-(1)-2	Donovan, Valorie T. & Laura A.	77 Hollands Rd.	5/31/2017	Inoperable Vehicles	Pending	6/30/2017	Columbia
MISCELLANEOUS						STATUS	DEFINITIONS	
Biosolids Applied and Signs Displayed (37 properties)						Court Pending:	Summons to be issued	
Compliance with Tenaska Virginia Sound Levels 05/19/2017						Court:	Case is before Judge	
Thirty Seven (37) Signs Removed From Public Rights-Of-Way						Pending:	Violation Notice Sent	
Deliver packets to BOS, PC Members and Library						Permit Pending:	Applied for Permit to Abate Violation	
Attend proceedings in Circuit Court regarding TM.18-(A)-25B, Roger Stevens						Extended:	Extension Given/Making Progress to Abate Violations	
Placed and removed "Public Hearing Signs" as needed						Board:	Case is pending Board Approval	
Attend meetings regarding Energov						Cleared:	Violation Abated	
Compile pictures of Columbia for Columbia Taskforce						Rezoning:	Property is in Rezoning Process	
						SUP Pending:	Special Use Permit Application made to Abate Violation	